

MEYERSDAL CREST

Home Owners' Association

Community participation Rules

- 1. Introduction**
- 2. Rules of Conduct:**
 - 2.1 Use of Streets**
 - 2.2 Good Neighbourliness**
 - 2.3 Ensuring a Pleasing Streetscape**
- 3. Environmental Management**
- 4. Security**
- 5. Lease**
- 6. Sale:**
 - 6.1 Obligation to become Member of Home Owners Association**
 - 6.2 Conditions of Sale**
- 7. Visitors, Contractors and Employees**
- 8. Accreditation of Estate Agents**
- 9. Buildings – Additions and Alterations**
- 10. Pets**
- 11. Administration**
- 12. Amendment and Interpretation Rules**

Meyersdal Crest

1. INTRODUCTION

- 1.1 The objective of the Meyersdal Crest Estate is the provision of a high quality lifestyle for residents and the intention of these Rules is the protection of this lifestyle.
- 1.2 These Rules have been established in terms of the Memorandum of Incorporation of the Meyersdal Crest Home Owners' Association ("the Association") and shall be binding upon all occupants of the Development, as is any decision of the Directors in interpreting these Rules.
- 1.3 The registered owners of the properties in the Estate shall be responsible for ensuring that members of their families, tenants, visitors, friends, contractors and employees abide by these Rules.
- 1.4 Happy and harmonious community living is achieved when residents use and enjoy their private property and the public areas of Estate in a cooperative and responsible manner, also allowing other residents likewise to use and enjoy their facilities. Consideration of all residents for each other will greatly assist in the ensurance of a happy community.
- 1.5 In the event of annoyances or complaints, the parties involved should attempt to settle the matter between themselves, exercising tolerance and consideration. Where problems cannot be resolved, the matter should be brought to the attention of the Directors for mediation and settlement.
- 1.6 The decision of the Directors shall be final and binding in respect of the interpretation of these Rules.
- 1.7 These Rules may be varied or added to, if deemed necessary by the members from time to time in accordance with the Memorandum of Incorporation.
- 1.8 Fines may be imposed for breach of the rules at a rate approved at any Annual General Meeting for the various infringements of such rules.

2. RULES OF CONDUCT

2.1 USE OF STREETS

- 2.1.1 Speed limits shall be restricted to a limit of no more than 30km/h in the Estate.
- 2.1.2 Save for the above, the Gauteng Road Traffic Ordinance or any Ordinance in substitution therefore shall be of force.
- 2.1.3 Parents shall ensure that their children do not create a safety risk in the Estate.
- 2.1.4 Engine powered vehicles shall not be allowed to drive anywhere except in the streets of the Estate.
- 2.1.5 Permanent Parking shall be allowed only on the premises of the owner of the property, and not on the sidewalks or in the streets of the estate.

Meyersdal Crest

2.2 GOOD NEIGHBOURLINESS

In accordance with the municipal bylaws:

- 2.2.1 No business activity or hobby, which may cause aggravation or nuisance or security risk to fellow residents, shall be conducted within the Estate, and then only if approved by the Board of directors in writing.
- 2.2.2 The volume of music or electronic instruments, partying, shall be turned to a level so as not to be a nuisance to residents of adjoining properties and shall be turned off at 12pm on Friday and Saturday and 10pm during week days.
- 2.2.3 The use of power-saws, lawn mowers (electric mowers are preferred) and the like, shall only be indulged between the following hours: 07h30 to 18h00.
- 2.2.4 Washing shall be hung only on lines screened from the street and neighbours.
- 2.2.5 Disposal of refuse, garden refuse and refuse bags shall be collected by the Council and it shall be the responsibility of each owner to ensure that refuse removal shall take place in accordance with the Council's requirements.
- 2.2.6 No advertisements or publicity material shall be exhibited or distributed without the consent of the Association.
- 2.2.7 No property shall be used for the purposes of a guesthouse.
- 2.2.8 Municipal bylaws apply to all other aspects of good neighbourliness.

2.3 ENSURING A PLEASING STREETScape

- 2.3.1 Each owner shall be responsible for the maintenance of the area between the road kerbs and the boundaries of individual properties.
- 2.3.2 Garden fences/walls and outbuildings forming part of the streetscape shall be maintained and painted where necessary, failing which the Association shall have these repaired or painted at the cost of the owner. No pre-cast walling will be allowed in the estate.
- 2.3.3 Caravans, trailers, boats, tool-sheds, equipment, tools, engines, vehicle parts and refuse bins, solar geysers and air conditioners, as well as accommodation for pets, shall be sited out of view and screened from the street.
- 2.3.4 Building material shall not be dumped on the pavements.
- 2.3.5 The use of building materials and colours in the estate has to be approved by the directors and the home owners association. The estate theme is "earth" materials and colours.
- 2.3.6 No trees, plants or sidewalk lawn may be removed without the permission of the Association. Planting shall not interfere with pedestrian traffic or obscure the vision of motorists.
- 2.3.7 Gardens within the respective garden walls shall be kept neat and tidy at all times, failing which the Association shall have the right to clean the garden at the cost of the owner.

3. **ENVIRONMENTAL MANAGEMENT**

- 3.1 All building and garden rubble shall be discarded by owners at their own risk.
- 3.2 Residents are requested to develop the habit of picking up and disposing of any litter encountered in the open spaces.
- 3.3 Flora shall not be damaged or removed from any public area.
- 3.4 Residents shall ensure that declared noxious flora are not planted or grown in their gardens.
- 3.5 Swimming pool water shall be channelized into a drainage system, in accordance with the municipal bylaws.
- 3.6 The use of the common areas shall be entirely at the risk of the users thereof at all times.

4. **SECURITY**

- 4.1 Security protocol at the gate shall be adhered to at all times.
- 4.2 The identity system for permanent workers, temporary workers, staff and contractor preventatives shall be conscientiously enforced by every owner with respect to people in his/her/its employ.
- 4.3 Every owner shall ensure that visitors shall adhere to security protocol and residents are requested to always treat the security personnel in a cooperative manner.
- 4.4 All attempts at burglary or other criminal acts shall be reported to a member of the security staff.
- 4.5 Security is an attitude. Residents should be aware that they need to enforce and apply security to make it work. Residents must inform security of any suspicious persons or activities or persons not displaying formal identification cards, so that security can take the necessary action.

5. **LEASE**

- 5.1 Should any owner wish to let his/her/its property, such owner shall in writing advise the Association in advance of occupation of the name of the lessee and the period of such lease. The owner shall inform the lessee of the Rules and bind the lessee to adhere to such Rules.
- 5.2 Estate Agents shall operate only on a "by appointment" basis and shall personally accompany a prospective tenant and shall not erect any signage boards, except as permitted by the Directors.
- 5.3 The lessor personally shall ensure that the lessee receives a copy of the Rules and any other administrative regulations applicable at the time and shall bind his lessee to the Rules and regulations of the lease.
- 5.4 No property shall be used as a commune.

6. **SALE**

6.1 Prior to transfer of a property or on the sale of the member's interest or shares, and loan accounts, where the owner is a close corporation or company or in the case of a trust, the substitution of Trustees, a clearance certificate shall be obtained from the Association, at a cost to be determined by the Association. A clearance certificate will not be issued by the Home Owners' Association until all outstanding levies due are paid in full up to the estimated date of transfer of the property.

6.2 The seller shall ensure that the sale agreement contains the following clauses:-

6.2.1 **OBLIGATION TO BECOME MEMBER OF HOME OWNERS ASSOCIATION**
The purchaser acknowledges that he is required upon registration of the property into his name, to become a Member of the Association and shall agree to do so subject to the Memorandum of Incorporation of the Association and the Community Participation Rules.

6.2.2 **CONDITIONS OF SALE**

The transferor shall procure that, in addition to all other conditions of title, the following conditions of title be inserted in the deed of transfer, in terms of which the purchaser takes title to the property:

6.2.2.1 "The property shall not be transferred to any person who has not become a member of the Association. Any owner of the property shall become and shall remain a member of the Association and be subject to its Memorandum of Incorporation until he ceases to be an owner of the property."

6.2.2.2 "The owner of the property shall be entitled to transfer the property with a clearance certificate from the Association that all amounts owing by such owner have been paid."

7. **VISITORS, CONTRACTORS AND EMPLOYEES**

7.1 The occupiers of any property within the Estate shall be liable for the conduct of their visitors, contractors and employees and shall ensure that such parties adhere to the rules applicable to such parties.

7.2 To ensure the highest possible building standards and timely completion of building projects, all builders building in the estate has to have enrolled with the NHBRC (National Home Builders Regulatory Council).

7.3 It will be the responsibility of the owner to bear the cost of repair for any damage caused to Estate or Local authority installations resultant from building activities. It will also be the responsibility of the owner to immediately undertake alterations to rectify any breach of the rules at his or her expense, and to the satisfaction of the MCHA.

7.4 The MCHA reserves the right to suspend any building activities and deny access to the contractors while an owner or contractor is in breach of the Rules or for continuous breach of the Estate Rules. The owner of the property shall be liable for any noncompliance with MCHA's rules in respect of his or her building contractor, subcontractor, staff, agent, supplier, member of his or her household, and/or visitor. Accordingly, the owner indemnifies MCHA in respect of any loss that the owner may suffer as a result of MCHA having denied access to any person that breached MCHA's rules while acting in the course and scope of his relationship with the owner.

Meyersdal Crest

8. **ESTATE AGENTS**

- 8.1 Estate agents shall abide by the stipulated procedures applicable to the sale and/or lease of the property in the Estate and after having been informed of the concepts, rules and conditions under which a purchaser and/or lessee purchases and/or leases the property in Meyersdal Crest.

9. **BUILDINGS – ADDITIONS AND ALTERATIONS**

- 9.1 No additions or alterations to the external features of any building shall be effected without submitting building plans showing street elevations and boundary walls to the association for approval which approval or comments shall be furnished to the owner within 14 (fourteen) days of submitting it to the Association and which approval or comments shall not be withheld unreasonably. All owners and contractors are to abide by the code of conduct for contractors
- 9.2 All vacant stands need to be developed in line with the approved project schedule and extensions to this date can only be granted by the board of directors.
- 9.3 The deadline for the completion of developments within the estate of December 2006 extension was extended to 31 December 2007 by the Directors. In the case of any houses that were not completed FULLY by such time, and if appropriate approval had not been sought and obtained in writing, a fine will be levied until completion of the property, of such amount as may be revised by the Directors of the Association.
- 9.4 Contractors will be obliged to comply with a code of conduct as determined by the directors from time to time, and will be liable for fines imposed, and to restriction of access, due to any infringement thereof.

10. **PETS**

- 10.1 Members shall comply with the local authority by-laws relating to pets
- 10.2 No poultry, pigeons, wild animals or livestock shall be kept on the property.
- 10.3 Pets shall not be allowed to roam the streets but shall be walked on a leash in public areas.
- 10.4 Should any excrement be deposited in a public area, the immediate removal thereof shall be the sole responsibility of the owner of the pet.
- 10.5 Every pet shall wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the S.P.C.A.

11. **LEVIES**

- 11.1 Levies as imposed by the Association in terms of its Memorandum of Incorporation for the administration, security and maintenance of the Estate, shall be due and payable by the 1st day of each and every month and shall be subject to the provisions laid down in such Memorandum of Incorporation.
- 11.2 Levies shall be payable by debit order or stop order, with details being submitted to the managing agent for the estate.
- 11.3 Any fines issued will be added to the members levy account.
- 11.4 Overdue accounts will be handed over to for legal collection. All costs and interest will be for the owners account.
- 11.5 Sanctions for non/late Payment:-
The board of Directors have approved the following sanctions for accounts not paid in terms of homeowner's responsibility.

Meyersdal Crest

Stage 1 – should amounts due be outstanding after the 15th day of the month. The Managing Agent shall send an SMS (if the cell number is on record)/Email as approved by MCHA to the defaulting homeowner indicating that payment is due.

Stage 2 –Should amounts due still be outstanding after the 30th day of the month
The financial controller shall impose interest retrospectively to the first day the amount was overdue at a rate approved by the MCHA. Notice will be given that should the account not be paid within 30 days the account will be handed over for collection

Stage 3 – Should amount/s due still be outstanding 60 days after the due date as per the Memorandum of Incorporation. The defaulting homeowners account shall be handed over to collections attorneys with costs to be for the homeowners account. (clause 7.15 of the Memorandum of Incorporation)

12. **AMENDMENT AND INTERPRETATION OF RULES**

- 12.1 The Directors may amend or add to these Rules from time to time, to ensure the happy and orderly co-existence of the community in accordance with the Memorandum of Incorporation of the Association.
- 12.2 The decision of the board of directors shall be final and binding in respect of the interpretation of these Rules.
- 12.3 The Directors may impose any fines, as approved by the Association, as they decide in order to enforce the rules as contained in this document.