

HIGHMEAD COUNTRY ESTATE

CONDUCT RULES

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HIGHMEAD COUNTRY ESTATE

CONDUCT RULES

INTRODUCTION

The relevant sections of the enabling documents giving authority to make and enforce these rules are contained in the Memorandum and Articles of Association of the Highmead Homeowners' Association (Incorporated under section 21).

These sections provide, inter alia, that the Association shall be entitled to make rules and ensure compliance of those rules by way of a system of fines or other penalties and that the provisions of these rules are binding on all members.

The provisions of these rules shall be binding upon all members and, insofar as they may be applicable, to all persons occupying any unit by, through or under any member, whatever the nature of such occupation.

A. MEMBERSHIP

1. Any person reflected in the records of the Deeds Office concerned as the registered owner of any property in the Estate shall be deemed to be the registered owner of such land.
2. A member may not in any manner alienate such property unless it is a condition of the agreement of alienation that:-
 - 2.1. The proposed transferee has bound himself to the satisfaction of the Association, (as a contract for the benefit of the Association), to become a member thereof upon transfer of the property to him.
 - 2.2. The registration of transfer of that property into the name of that transferee shall ipso facto constitute the transferee as a member of the Association.
3. The registered owner of a property may not resign as a member of the Association.
4. The rights and obligations of a member are not capable of transfer or cession.
5. Every member shall observe all conduct rules made by the Association or its Directors.

B. CONTROL OF VEHICLES

1. No persons shall drive any vehicle on any road within the Estate in excess of 30 (thirty) kilometres per hour on any road, unless a higher or lower speed limit is indicated by an appropriate sign.
2. The Association may, if it considers it necessary or desirable so to do, impose a speed limit lower than that referred to in Rule B.1. in respect of such roads or portions thereof as it may deem fit, either temporarily or permanently.

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3. no person shall drive any vehicle at any place within the Estate except :-
 - 3.1. upon the tarred or brick-paved portions or otherwise constructed portions of the roads as indicated on the general plan of the Estate and described in the Town Planning Scheme as private roads;
 - 3.2. upon any other road or track not referred to in Rule B.3.1. above, which is specially designated on a plan of the Estate by the Association as being for vehicular use, such plan to be posted in the office of the Association for general information, and which usage shall be further indicated by means of appropriate signs;
 - 3.3. upon any driveway within any residential lot.
4. All vehicles shall keep to the left-hand side of the road.
5. The Association by means of appropriate signage, may give such directions as to the use of roads or any portion thereof, as it in its discretion may deem fit, provided that such signs shall insofar as is possible, be in accordance with the international code of road signs currently in force and failure by any person to obey the same and give effect to such meaning shall constitute a breach of these rules. The Association may, if deemed necessary or desirable, amend the signage in such manner as it may deem fit.
6. No person shall use any road within the Estate in such a manner as to constitute a danger or nuisance to any other person or property within the Estate.
7. No person shall operate any vehicle at any place within the Estate unless he is the holder of a valid current drivers licence issued under the Provisions of the Road Traffic Act No. 29 of 1989 (as amended).
8. Right of way within the Estate shall be given to :-
 - 8.1. pedestrians and wild life at all places and at all times;
9. No person shall ride a bicycle, tricycle or any other form of unpowered transport within the Estate where the Association has expressly indicated by signs that the same is prohibited.
10. If and when a manned guard house is established :
 - 10.1. No vehicle shall enter or leave the Estate at any point except at the main entrance gate, provided in special circumstances and with the consent of the Association, any alternative point may be arranged.
 - 10.2. No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the main entrance gates.

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- 10.3. No vehicle shall enter the Estate except upon the production to the guard on duty at the main entrance of an identification card, disc or device issued by the Association as evidence that the occupants of such vehicle are entitled to enter the Estate, or alternatively in the event of the occupant of the Estate, upon the said guard having satisfied himself by reference to the person having issued the invitation or where a request has been made in terms of Rule G. that the occupants of the said vehicle may be admitted to the Estate.
11. No vehicle having a gross weight in excess of 4000 kg shall be permitted to enter the Estate except with the prior written approval of the Association, who may grant approval on such conditions as it may see fit.
12. No person shall operate any vehicle in the Estate while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.
13. No person shall ride a skateboard or any other similar device on any road within the Estate without due consideration for other road users and occupants.
14. No person shall store, park or leave unattended any vehicle at any place in the Estate except:-
 - 14.1. in a structure designed for use as a garage or carport;
 - 14.2. in any area designated for such purpose by the Association by means of an appropriate sign, or
 - 14.3. in a lay-by or parking bay designated as such by means of an appropriate sign.
15. No member shall permanently park or allow to be permanently parked outside a designated garage or carport, more than one vehicle upon the Lot where the property owned by him is situated.
16. A member shall be entitled to park a maximum of 3 vehicles inside a designated garage or carport unless otherwise authorised by the Association.
17. No person shall within the Estate park or store any caravan, boat or trailer anywhere else but on his property, except with the written consent of and at a place designated for such purpose by the Association.
18. No caravans shall be brought onto the Estate except with the written consent and subject to such conditions as may be laid down by the Association.
19. No helicopter or any other means of aerial conveyance may be landed at any place in the Estate except with the written consent of and subject to such conditions as may be laid down by the Association.
20. For the purpose of these rules "vehicle" shall mean a vehicle as defined in the Section 1 of the Road Traffic Act, 29 of 1989 and shall include petrol or battery driven vehicles

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C CONSERVATION AREA / LANDSCAPE SERVITUDES

Conservation Area

1. No person shall anywhere in the Estate disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, insect, reptile or bird.
2. No person shall anywhere in the Estate disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association.
3. No person shall :
 - 3.1. light any fire at any place upon the Estate other than at a place designated for that purpose and then subject to a proper fire-place having been constructed at such place, provided however, that where such fire is to be lit outdoors, due regard shall be had to the prevailing weather conditions;
 - 3.2. camp or picnic upon any place in the Estate other than at a place which has been especially designated for such purpose by the Association;
 - 3.3. discard any litter or any item of any nature whatsoever at any place in the Estate except in such receptacles as provided and in such places as may be set aside for such purpose and designated as such by the Association;
 - 3.4. use any open space within the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by an other persons within the Estate or behave in such a way as to create a nuisance to any other persons in the Estate;
 - 3.5. use, or conduct himself upon any open space within the Estate in such a manner as may reasonably in the opinion of the Association, detrimentally affect the use of such open space or any of the amenities thereon;
 - 3.6. plant any plants, shrubs, bushes or trees within the Estate's conservation area, unless the same has been approved of by the Association.
4. The Association shall be entitled to prohibit access to any part of the open space if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the Association. Such areas shall be demarcated by suitable stakes and signage.
5. All trails and paths within the Estate shall only be used by pedestrians save where the Association designates otherwise.

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6. No person shall within the area of the Estate discharge any fireworks or fire-arm as defined in the Arms and Ammunitions Act, No. 75 of 1969, or any dangerous weapon as defined in terms of the Dangerous Weapons Act, no. 71 of 1968, except in self-defence or within an area specifically approved for such purpose by the Association.
7. No person shall cause a nuisance of any nature in the Estate and shall at all times observe the provisions of the environmental policy determined for the Estate.
8. All members and persons occupying the property under their authority, shall comply, at all times with the attached Environmental Management and Planting plan and shall ensure that the gates in respect of the Conservation Area are closed and that all minors entering the Area are supervised by an adult and that no dogs are allowed into the Area.

Landscape Servitudes

9. The Association has a Landscape Servitude of not less than 5 metres in width over each erf and registered against each title deed for the purpose of creating an open approach along the roads.
10. The Association shall not pay any compensation or consideration for the servitudes to any person including the owners.
11. The responsibility for the control maintenance and upkeep of the servitude shall rest with the owner and not the Association.
12. No owner member or any other person shall be entitled to erect any fence, wall, hedge or any other structure whatsoever thereon.

D. DAMS, PONDS, STREAMS AND WATER FEATURES

1. No person shall launch upon any dam, pond or stream in the Estate any craft of any description powered by a motor of any nature, save such craft as may be required in connection with any work to be carried out on the instructions of or in connection with the affairs of the Association with its approval.
2. No person shall swim in any dam, pond or stream in the Estate.
3. No person shall without the written consent of the Association catch, take or remove any fish, live bait or crustaceans from any dam, pond or stream in the Estate, unless specifically permitted to do so subject to such conditions as the Association may impose.
4. No person shall pollute or permit the pollution of any dam, pond or stream in the Estate by any substance which may in any manner be injurious to any plant or animal or which may in any way be unsightly.

5. No person shall discard any litter or any article of any nature whatsoever in any dam, pond or stream in the Estate.
6. No person shall dam or obstruct in any way whatsoever any stream or water feature in the Estate.
7. No person shall alter the flow of water within any water course, furrow, servitude stream or water feature.

E. DOMESTIC REFUSE

1. The removal of domestic and other refuse shall be under the control of the Association who may, in exercising their functions in this regard from time to time by notice in writing to all persons concerned:
 - 1.1. lay down the type and size of refuse containers to be used;
 - 1.2. give directions in regard to the placing of such refuse for collection;
 - 1.3. require the payment of a reasonable charge for the provision of such containers;
 - 1.4. it shall be the duty of every owner or occupier of a unit to ensure that such directions given by the Association are fully observed and implemented;
 - 1.5. no persons shall keep any refuse within or outside his unit except in the containers aforesaid;
 - 1.6. containers shall not be kept in any place outside any unit except in such places as may be specifically set aside therefore or as may be approved by the Association from time to time;
 - 1.7. where in the opinion of the Association any item of refuse is of such a size or nature that it cannot be conveniently removed by the Refuse Removal Services provided or arranged by the Association, the Association may give the person wishing to dispose of such refuse such directions for its disposal as it may deem fit;
 - 1.8. require any person having to dispose of any animal carcass, to immediately notify the Association. The disposal of any animal carcass shall be arranged by the Association who shall dispose of the same in such a manner as they may deem fit and at the cost of the owner so requesting removal, which cost shall be added to his levy payment for the month in which such removal takes place.

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F. ANIMALS, BIRDS AND REPTILES

1 No animals, birds or reptiles shall be permitted to be kept on any property or any other place within the Estate without the prior written consent of the Association and subject to such conditions as the Association may impose. The Association shall be entitled to withdraw such consent at their discretion by giving notice to that effect.

1.1. The Association shall have the right to act against owners who fail to prevent persistent barking by dogs or howling by cats or whose pets create any nuisance.

1.2. Resident shall be permitted to bring:

1.2.1. no more than 2 existing dogs onto the Estate, or,

1.2.2. two cats;

1.2.3. such other pets as may be specifically approved by the Association in writing;

1.3. When taken outside the member's dwelling, any dog shall at all times be kept on a lead, and it shall be the responsibility of the owner to clear up any fouling of the Open Space;

1.4. No pet may be left unattended inside a member's dwelling for an extended period of more than 12 (twelve) hours;

1.5. All female animals must be spayed and tom cats neutered. There shall be no departure from this rule without the prior written approval of the Association;

1.6. In the event of any domestic animal being introduced into the Estate, the Association may call upon the owner thereof immediately to remove such animal, and in the event of the owner failing to so do, the Association may entirely as its own discretion destroy such animal or impound it and facilitate its removal from the Estate by such means as it may deem fit, and recover the costs thereof from the member concerned without prejudice to its right to recover any penalty imposed in terms of these rules.

2. No person shall slaughter any animal, bird or reptile or cure or hang up to dry any meat, fish, skin or carcass or any part thereof within the Estate.

G VISITORS

1. If and when the security gate is manned a member is required to timeously request the Association's appointed Security for permission to admit any person other than members of his family, to the Estate.

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2. Such request shall contain :
 - 2.1. the name of the person to be admitted;
 - 2.2. if more than one, the number of persons;
 - 2.3. the registration number of the vehicle, if known;
 - 2.4. the date and approximate time of arrival; and

H OCCUPATION OF DWELLING UNITS

1. The maximum of persons permitted to occupy any dwelling within the Estate shall be the number of bedrooms in such dwelling multiplied by two and limited to a single family.
2. Notwithstanding H.1., the Association may after written application allow more than the maximum numbers of persons to be accommodated in such unit or access to the Estate.
3. Everybody in the Estate must observe the "quiet hours" curfew from 22.00 hours to 06.30 hours.
4. No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such area designated for such purpose. Any such items placed in any other place may be impounded by the Association, and may be reclaimed by the owner from the association who may invoke the penalty set out herein.
5. No person shall keep anywhere in the Estate any inflammable substances, provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic use.
6. Where any lot or unit is owned by more than one person, the co-owners concerned shall elect one of their numbers as the Liaison Officer for the unit concerned and shall notify the Association of the name and address of such liaison officer.
7. Every person who occupies a dwelling within the Estate, either as a member, tenant or occupier, shall be obliged to have a telephone installed within such dwelling, such requirement arising from the Association's general security controls and the control of persons entering and leaving the Estate.

I LETTING

1. No member shall let or otherwise part with occupation of his property, whether temporarily or otherwise, unless:
 - 1.1. he enters into a written Lease Agreement with such prospective tenant or occupier in terms of the Association's approved Standard Lease Agreement;
 - 1.2. he has agreed with the prospective tenant or occupier as a stipulation alteri in favour of the Association that such tenant or occupier shall in all ways be bound by the terms and conditions of these Rules, any amendments thereto and of the Articles of Association where applicable;

- 1.3. he has included a condition in such Lease Agreement that the Association shall have the right to unilaterally terminate such Lease, without the necessity of reference or notice to himself, where his tenant or occupier has committed a breach either thereunder or in terms of these Rules or the Articles, and after being given due notice by the Association to remedy such breach, has neglected, refused or ignored such notice;
- 1.4. he has obtained the Association's prior written acceptance of such lease Agreement with his prospective tenant or occupier.
2. No member shall part with occupation of his property unless, prior to giving such occupation the Association accepts the lease Agreement, without any amendments having been made to the Association's standard terms and conditions.
 - 2.1. the Association's consent will be withheld if the Association is not satisfied that:-
 - 2.1.1. the provisions of Rule 1.1. have not been fully complied with;
 - 2.1.2. the terms and conditions of such Lease Agreement do not adequately cover the Association's rights to terminate such Agreement in terms of the provisions of Rule 1.3.
3. Deleted.
4. All lease Agreements shall be conducted by the Association's duly approved Estate Agents.
5. The Agents shall only be entitled to charge commission in respect of the conclusion of the Lease Agreement at the rate approved of by the Association from time to time.
6. The Association shall be entitled to request a water/damages deposit from the tenant or occupier in such amount as the Association may determine from time to time, such deposit to be paid to the Association at the time of the owner requesting the Association's consent to the Lease Agreement and is to be released to the Association free from the payment of any interest in respect thereof.

J MAINTENANCE OF PROPERTY

1. Every member who is the owner of a freehold lot shall be obliged to keep and maintain his property in a good state of repair, due regard being had to the concept of the Estate being an up-market housing development.
2. Every member shall ensure that at all times his lawn and garden area are well maintained due regard being had as to the aesthetic requirements and standards imposed by the Association. Members may only employ outside garden services from persons approved in writing by the Association.

3. A member who contravenes the provisions of this Clause J and who after due notice has been given to him by the Association to remedy such fault or omission, fails to rectify repair or remedy the same, shall be liable to pay any costs incurred by the Association in rectifying, repairing or remedying such fault or omission. In giving effect to this Rule J.3. the member may not refuse the Association or its duly appointed agent or employees entry into his property for the purposes of carrying out the provisions hereof.
4. No member shall deviate from the restrictions imposed by the Association relating to compliance with the nature and amenity of the Estate and shall be obliged to strictly adhere to the requirements, terms and conditions relating thereto.
5. A member may employ Garden Services but shall be limited and restricted to a choice of one of those businesses approved by the Association and no other.

K DOMESTIC SERVANTS

1. No member shall be entitled to employ a domestic servant without the prior written consent of the Association. In this clause the words domestic servant shall include a gardener, housekeeper or any other person who renders services of a domestic nature.
2. Such member wishing to employ a domestic servant shall submit to the Association such person's full names, current physical address, duration of employment if currently employed by the member, reference where possible if to be employed for the first time and all particulars relating to such proposed employment as the association might deem necessary in order for it to grant its approval.
3. The Association shall be entitled to withhold its consent where it is of the opinion that the proposed domestic servant is either unsuitable or would prove a security risk if employed within the Estate.
4. In granting its consent, the Association may in addition impose certain terms and conditions relating to the domestic servant's employment, where it deems such imposition necessary
5. The Association shall at any stage after approving the employment of a domestic servant, subject to its compliance with any statutory laws and practice which might be in place from time to time withdraw its consent and request the member to terminate the employment of such domestic servant, provided:
 - 5.1. the Association may itself give notice to any domestic servant who fails to comply with these Rules, to attend a disciplinary meeting as contemplated by the Labour Act;
 - 5.2. the Association, if having complied fully with the provisions of the Labour Act, shall be entitled to dismiss such domestic servant from the employment of the member.

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6. No member shall be entitled to employ a live-in domestic servant..
7. A member owning a dwelling may employ more than 1 (one) domestic servant.
8. The Association may issue to such domestic servant an Identification Card to facilitate entry to the Estate, which card shall be issued on such terms and conditions which the Association may wish to impose, provided that any abuse of the use thereof will constitute a material breach of the conditions of the domestic servant's employment and render such person liable for immediate dismissal.
9. Any member employing a domestic servant shall be liable to the Association for such person's conduct and behavior within the Estate, as well as for any visitor of such domestic servant who enters the Estate, provided that such visitor shall not be entitled to enter the Estate unless the member has complied fully with the provisions of Rule C.
10. For the purposes of this clause, a member shall include any person who occupies or leases a dwelling on the estate.

L DISCLAIMER

1. The Association under the Articles of Association disclaims generally any responsibility for any injury to any person, damage, loss or theft of any property belonging to any person, which occurs or arises within the Estate, irrespective of the cause thereof.
2. No member, his family, his guests, invitees or any other person who has entered the Estate, either with or without the permission or consent of the Association, may make any claim or institute any action of whatsoever nature against the Association for payment of damages, loss or otherwise.

M BREACH OF RULES

1. In the event of any breach of these rules by a member's household, his guests, or lessees, such breach shall be deemed to have been committed by the member himself.
2. Notice of breach shall be given in writing to the member guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such member and shall contain the following information:-
 - 2.1. the nature of the breach;
 - 2.2. the time period, if applicable, in which the breach is to be remedied;
 - 2.3. the fine imposed by the Association on the member for committing such breach;

- 2.4. the time, date and place of the hearing at which the Association's Committee will adjudicate upon the breach, if the member wishes to implement Rule 4;
- 2.5. any other information the Association might deem necessary.
3. Notice will be deemed to have been duly given if such breach notice is hand delivered to the member's address stated in Rule 2, by either affixing such notice to a prominent fixture on the property or by placing the notice in the member's appointed post/letter box.
4. In the event of any member disputing the fact that he has committed a breach of these rules, a Committee consisting of the Chairman together with two other members appointed by the Association from time to time, shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
5. In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these rules, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 (twenty-four) hours or part of such period during which such offence continues and shall be liable as set out in Rule M.1. in respect of such offence.

N **FINES**

1. Any person who contravenes or fails to comply with any provision of these clauses, or any condition or direction given in terms thereof, shall be deemed to have breached these Rules and will be liable to a penalty not exceeding R 1 000.00 (one thousand rand) which penalty shall be decided upon by a Fining Committee.
2. In the event of a member failing to pay a fine imposed within the period stipulated by the Fining Committee until such time as the said fine has been paid no alienation of the member's property shall be registered.
3. Any fine imposed upon any member shall be deemed to be a debt due by the member to the Association and shall be recoverable by ordinary civil process.

O **DELEGATION AND INTERPRETATION**

1. In these Conduct Rules unless it appears to the contrary either expressly or by necessary implication:-
 - 1.1. "Association" means the Highmead Homeowners' Association;
 - 1.2. "Chairman" means the Chairman of the Directors of the Association;
 - 1.3. "Dwelling" means any dwelling house and usual outbuildings erected on any Erf;
 - 1.4. "Estate" means the Highmead Country Estate;

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- 1.5. "Open Space" means the area within the Estate falling outside of the township erf's and which are not owned by any member;
- 1.6. "Property" means a township erf within the Estate.
2. The Association may delegate any of its own powers in terms of these rules to an Estate Manager upon such terms and conditions as it may deem fit.
3. The Estate Manager may delegate any of the powers so delegated to him to any person nominated by him for the purpose and upon such terms and conditions as he may deem fit.
4. The powers delegated in terms of P.2. and P.3. may at any time be withdrawn or amended by the Association.
5. Notwithstanding anything contained in these rules, any consent to be obtained from the Association must be given by it in writing and signed by a duly appointed official or employee of the Association delegated with the necessary authority to sign such consent.
- 6.1. The statutory records and books of account of the Association shall be open for inspection at the offices of the Association on reasonable notice.
- 6.2. On payment of the Association's prescribed fee, a member shall be entitled to obtain a photo copy of these Rules and of the Articles of Association of the Association.

P RE-SALE AND LETTING OF PROPERTIES

1. The re-sale of all properties in the Estate will be conducted strictly in terms of this Rule until the termination date of the Development Period.
2. All re-sales will require the written approval of the Association and such fact shall be evidenced by the Association signing its approval and acceptance of the sale in the owner's Agreement of Sale.
3. The Association's acceptance shall be determined in accordance with the following:
 - 3.1. the owner's property and all improvements thereto comply fully with all the requirements of the Association as contained in the Articles of Association and the Conduct Rules;
 - 3.2. the sale has been conducted through the agency of the Association's approved Estate Agents;
 - 3.3. the owner correctly completed and signed the Association's approved standard Mandate to Sell;

- 3.4. the Association's approved Agreement of Sale has been used as the sales document;
 - 3.5. no amendment has been made to the Agreement of Sale which deals with or relates to the Association's standard Conditions of Sale;
 - 3.6. the transfer of the property will be attended to by the Association's approved Attorneys;
 - 3.7. the purchaser has completed the necessary Membership Application Form as contemplated in Article 2.2.2. and such Application has been approved of by the Board;
 - 3.8. the owner's property has been inspected by the Board or its duly authorised representative and complies in every way with the Association's requirements especially in regard to the following:
 - 3.8.1. the "As-Built" Building Plans approved by the Local Authority fully match with all improvements effected to the owner's property;
 - 3.8.2. there are no 'illegal' structures of any kind whatsoever on the property and all structures or improvements erected on the property have been effected in accordance with the written approval of the Association;
 - 3.8.3. a current, (ie. issued after the date of sale), Electrical Compliance Certificate has been issued in terms of the Electrical Installation Regulations to the Machinery and Occupational Safety Act, No. 6 of 1983;
 - 3.8.4. a current, (ie. issued after the date of sale), Pest Clearance Certificate has been issued by a registered Pest Exterminator.
4. An owner who wishes to sell his property shall be obliged to do so through the Association's approved Estate Agent and on the following terms:

Non-Private Sale (Estate Agents)

- 4.1. the owner must notify the Agents of his intention to sell and complete the Association's standard approved Mandate to Sell;
- 4.2. the Agents will charge sales commission strictly in accordance with the rate for Estate Agents' sales as approved of by the Association, from time to time;
- 4.3. all costs of advertising the sale of the property will be for the account of the Agents and conducted solely by them in accordance with the Association's approved methods and procedures.
- 4.4. the Agents will manage, conduct and conclude the sale strictly in accordance with the laid down procedures approved of by the Association from time to time.

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Private Sale (No Estate Agents)

- 4.5. the owner must notify the Agents of his intention to sell and complete the Association's standard approved Mandate to Sell;
- 4.6. the Agents will charge sales commission strictly in accordance with the fixed amount for Private Sales as approved of by the Association, from time to time, subject to the Agents right to charge commission at the rate approved of by the Association where the owner fails to adhere strictly to the terms and conditions of selling privately as laid down by the Association.
- 4.7. all costs of advertising the sale of the property will be for the account of the owner and such sale shall be advertised strictly in accordance with the Association's approved methods and procedures, namely:
 - 4.7.1. no "For Sale" Board may be erected within the Estate;
 - 4.7.2. no "For Sale" Board may be erected within 1 (ONE) kilometer of the Estate;
 - 4.7.3. the Association reserves the right to request the immediate termination of any advertisement which solely in its opinion harms or impairs on the image of the Estate or in any way misleads or misrepresents the property, the Estate or the Association
- 4.8. The owner shall be obliged to use the Agents to complete the Agreement of Sale and the Membership Application Form
- 4.9. The obligations of the Agents in the sale shall be conducted strictly in accordance with the Association's approved methods and procedures as contained in the Association's approved Agreement of Sale in respect of a Private Sale.
- 4.10. The Association shall only be obliged to sign the necessary Consent to Transfer once both the owner and the purchaser have complied fully with all the terms and provisions of the Articles and the Conduct Rules.
- 4.11. The Association shall only be obliged to sign the necessary Clearance Certificate once the owner has paid all amounts due to the Association or has made provision to the satisfaction of the Association for the payment thereof to be effected on or before registration of transfer of the owner's property
- 4.12. The Association shall be fully entitled to withhold its consent to the sale of the owner's property or for registration of transfer where the owner or the purchaser does not fully comply with all of the terms and provisions of the Articles or the Conduct Rules.
- 4.13. The Association shall be entitled to levy an administration and equalisation levy fund charge on all properties re sold which will be payable by the purchaser. The current charge will be R5 000,00 and the Association shall be entitled to adjust this charge when deemed necessary.