



LANGFORD

COUNTRY ESTATE

CONDUCT RULES OF THE HOA

A. INTRODUCTION

The relevant sections of the enabling documents giving authority to make and enforce these rules are contained in the MOI of Langford Country Estate Home Owners Association, NPC, Registration number 2003/027873/08. **These sections provide, inter alia, that the HOA shall be entitled to make rules and ensure compliance with those rules by way of a system of penalties, and that the provisions of these rules are binding on all Owners. The provisions of these rules shall be binding upon all Owners and, insofar as they may be applicable to all persons occupying any Property by, through or under any Owner, whatsoever.**

The MOI requires the rules to be reasonable, to be binding, and to apply equally to, all Owners. Based upon this rationale the rules should be seen to be neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction.

The HOA also has the right to impose financial penalties to be paid by those Owners who fail to comply with the rules. Penalties, where imposed, shall be deemed to be part of the levy due by the Owner. In addition, the HOA may enforce the provisions of any rule by application to the courts.

1. DEFINITIONS AND PROMULGATION OF RULES

1.1. In these Conduct Rules unless it appears to the contrary either expressly or by necessary implication:-

1.1.1 "Chairman" means the duly elected Chairman of the Directors of the HOA;

1.1.2 "Dwelling" means in relation to the Estate, any building or structure erected on any Erf;

1.1.3 "Estate" means the Langford Country Estate;

1.1.4 "Estate Property / Open Space / Common Property" means the area within the Estate falling outside of the Township erven and which are not owned by any Owner;

1.1.5 "Erf / Erven" means a freehold Erf / Erven within the Estate as depicted on the General Plan or individual diagram.

1.1.6 "HOA/Association" means Langford Country Estate Home Owners Association, NPC, Registration Number 2003/027873/08;

1.1.7 "Managing Agent" means the organisation appointed by the HOA to manage, control and administer the daily affairs of the Estate and HOA.

1.1.8 "MOI" means the Memorandum of Incorporation of the Association.

1.1.9 "Owner" means any natural or legal person who is registered in the Deeds Registry at Pietermaritzburg, as the Owner of any Property within the Estate provided that in the case of joint Owners or legal persons, the nominated Owner shall be deemed to be the Owner;

1.1.10 "Property / Properties" means in relation to the Estate, any individual freehold Erf;

Any other Definitions required in the interpretation of these Conduct Rules and not contained herein shall be defined as set out in the MOI, which definitions are incorporated herein by reference.

1.2 Conflict of Existing Practice with New Rules

Any existing practices in conflict with the new rules shall forthwith cease unless otherwise resolved as follows:-

Where a specific conflict arises between a new rule and an existing practice of long standing and an Owner legitimately feels aggrieved thereby, the HOA may be approached requesting (or the HOA in its own right may decide) that consideration be given to allowing the partial or total relaxation of the new rule to permit the existing practice to remain or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be that of the HOA and shall be binding on all parties.

1.3 Contravention of Rules by "Others"

Any contravention of the rules by any person who gains access onto Langford under the authorisation of an Owner, or any contravention of the rules by family, children or the invitees of an Owner, shall be deemed to be a contravention by the Owner.

B. MEMBERSHIP

1. An Owner is obliged to become a member of the HOA, which in turn, confers one voting right. It should be noted that where the member is the registered owner of more than one property within the Estate, he shall have one vote in respect of each property owned by him. Multiple ownerships (joint ownership, trusts, close corporations, companies, etc.) are required to nominate one party only as 'the member'. Owners may not resign their membership.
2. A member shall not in any manner alienate a Property unless it is a condition of the agreement of alienation that:-
 - The proposed transferee has bound himself to the satisfaction of the HOA, (as a contract for the benefit of the HOA), to become a member thereof upon transfer of the Property to him.
 - The registration of transfer of that Property into the name of that transferee shall ipso facto constitute the transferee as a member of the HOA.
3. The registered Owner of a Property may not resign as a member of the HOA.
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 HOA or its Directors.
6. Where the Owners are married in community of property the Owners shall appoint one of them to be the member of the HOA. Alternatively an Owner may appoint his/ her Spouse or partner if legally cohabiting.

C. DESIGN GUIDELINES

1. DESIGNS TO COMPLY WITH GUIDELINES SET OUT IN THE BUILDING DESIGN CODE AND LANDSCAPING DESIGN CODE

The design and construction of all new buildings, extensions, alterations to buildings, fences and all gardens must be approved by the Design Review Committee (DRC) prior to any work being commenced. In addition, the required Local Authority approvals must be obtained for all new buildings, alterations, extensions, gazebo's etc. All buildings, fences and gardens shall strictly adhere to the comprehensive "Building Design Code" (BDC) and "Landscaping Design Code" (LDC).

(These guidelines are obtainable from the Sales Office or the Estate Manager's office).

2. PLAN APPROVALS

The DRC Plan approval is valid for a period of 12 months from date of approval. Should the construction work not commence within 12 months of DRC approval, such approval shall automatically lapse, and it is a requirement that a new submission (and payment of the associated scrutiny fee) is to be made to the DRC for approval, irrespective of any previous DRC or Local Authority approvals.

New submissions will be considered according to the current BDC at the time of submission.

Should the works not be completed within the period specified below and no written extension thereof received from the DRC, the HOA has the right to impose financial penalties at its discretion:

- New build – 12 months from start date

- Alterations and additions – 6 months from start date

It is a condition of the Local Authority that the DRC's prior approval of building plans is attached to the request for their passing of plans.

No construction or installation may commence prior to full DRC and Local Authority approval.

The HOA may appoint a landscaper to inspect and confirm that landscaping has been installed in accordance with the approved landscape plan. The cost of this is for the Owner's account. Cost to be determined by the HOA.

3. CERTIFICATES OF COMPLETION

No dwelling may be occupied without first having been cleared by:-

- HOA's certificate that the buildings and landscaping have been erected and completed in accordance with the approved plans and that the requirements of the specific guidelines have been met; and
In the event of a Temporary Occupation Certificate having been issued, it is the responsibility of the Resident/Owner to advise the HOA that all outstanding matters have been attended to and the dwelling is ready for inspection to enable a Final Occupation certificate to be issued.
- The Local Authority's Occupation Certificate.
- In the event of a Temporary Occupation Certificate having been issued, it is the responsibility of the Resident/Owner to advise the HOA that all outstanding matters have been attended to and the dwelling is ready for inspection to enable a Final Occupation certificate to be issued.

4. USE AND OCCUPATION OF A DWELLING

4.1 Use of a Dwelling

- 4.1.1** The use of a Dwelling shall be governed by the Consolidated Outer West Town Planning Scheme in force at any time or any other approved scheme applicable to Langford from time to time. A Dwelling may be used for Residential purpose only. The HOA may however allow a business to be operated from a Dwelling, subject to By-Laws and, in making its decision, cognisance is to be taken by the HOA of any business operation which necessitate staff/clients visiting the dwelling/accessing the estate, to the detriment of security and parking and/or causing a nuisance or irritation to neighbours or other Residents.
- 4.1.2** The maximum number of persons permitted to occupy any dwelling within the Estate shall be the number of bedrooms in such dwelling multiplied by two.
- 4.1.3** Notwithstanding the above, the HOA may after written application allow more than the maximum numbers of persons to be accommodated in such Dwelling or access to the Estate.
- 4.1.4** Everybody in the Estate must observe the "quiet hours" curfew from 22:00 to 07:30. Lawn mowers, brush-cutters, weed-eaters, leaf-blowers etc. may only be used on the Estate on Weekdays from 07h30 until 18h00 and on Saturdays from 08h00 until 14h00 and not at all on Sundays or Public Holidays.
- 4.1.5** No garments household linen or washing or mats etc. of any nature may be hung out or placed anywhere to dry except in a courtyard. Any such items placed in any other place may be impounded by the HOA, and may be reclaimed by the Owner from the HOA who may invoke the penalty as set out herein.

- 4.1.6 The hanging of carpets, rugs, pool towels, laundry etc. may not be visible to neighbours or the street or hung on, or over any fence, wall and balcony, and is prohibited. Residents are to ensure that all domestic staff are aware of this rule.
- 4.1.7 Garage doors must be kept closed at all times other than when legitimate ingress and egress is taking place.
- 4.1.8 No person shall keep anywhere in the Estate any inflammable substance 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.
- 4.1.9 Where any Property is owned by more than one person, the co-owners concerned shall elect a Liaison Officer for the Property concerned and shall notify the HOA of the name and address of such Liaison Officer.

5. ATTACHMENTS, ALTERATIONS AND EXTENSIONS TO DWELLINGS

Nothing may be placed on or attached to a Dwelling or any other structure, other than in accordance with prior written approval from the DRC. The request for such approval requires a description and/or drawing and/or plan as may be necessary to fully define the request and to be presented to the DRC for consideration. (This item applies to the likes of external air conditioning units, awnings, satellite dishes, water harvesting equipment etc. even when not directly attached to the building).

- 5.1 In terms of the eThekweni Waste Water Management Regulations, and the sewage treatment plant capacity to Langford, each dwelling is entitled to 4 (four) habitable rooms. A habitable room is defined as any room that can reasonably be used as a bedroom. An amount of R10 000,00 (Ten Thousand Rand) for each habitable room exceeding this limit is payable to the HOA, to cover costs incurred in increasing/upgrading the capacity of the sewage plant. This amount may be increased or decreased at the discretion of the directors of the HOA. These funds will be kept under the control of the HOA until such time that they are needed.

- 5.2 Should an Owner enclose a veranda, and the protocols as per the Building Design Code have been followed, the following should be noted:

- No curtains or any other type of window screening may be installed on the glass frontage of the enclosure.
- No permanently fixed or "office type" blinds may be installed against the enclosure.
- The enclosure can only be furnished with patio type goods.
- The tiled floor finish must remain – no carpets may be fitted.
- No internal doors or windows may be removed (leading onto the veranda).
- **The "veranda" effect must be retained.**

Failure to comply with the above conditions will result in the enclosure being classified as a "habitable room" (see clause 5.1).

Note that the DRC approval is in relation to the aesthetic features only and the enclosure needs approval by the Local Authority in accordance to its by-laws. This must be obtained prior to implementation as by enclosing a veranda the ventilation of a house may be effected. Installation will only be permitted once both approvals have been granted. NO DEVIATION FROM THIS WILL BE CONSIDERED.

6. FENCES / WALLS

Where additional fencing or walling is required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the guidelines and no fencing may be installed until the written approval of the DRC has been obtained. Safety fences shall be erected where deemed necessary as determined by the DRC, the HOA or the Local Authority.

7. GARDEN/TOOL SHEDS

Free standing sheds for tools or gardening equipment are prohibited.

8. DOLLS / PLAY HOUSES / JUNGLE GYMS

Free standing dolls houses, children's play houses or jungle gyms in gardens require written permission from the DRC prior to installation and such items shall only be allowed provided they are in line with the style and amenity of Langford and that they will have no possible detrimental effects on neighbours.

D. UPKEEP AND MAINTENANCE OF RESIDENCES

1. GENERAL HOUSE MAINTENANCE

The exterior of every "freehold" dwelling together with its fences, driveways, etc., must continuously, and at all times be maintained by the Owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition. All driveway plinths to be properly maintained and the full extent of the front face to be clearly visible from the street.

2. STANDARDS OF HOUSE MAINTENANCE

Where in the opinion of the HOA the condition of a dwelling is not up to the required standards of Langford, the HOA shall give written notice to the Owner to carry out the necessary improvements within a specified time.

3. FAILURE TO COMPLY

Should the Owner fail to carry out such work as requested, the HOA shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

E UPKEEP AND MAINTENANCE OF GARDENS

1. GENERAL GARDEN MAINTENANCE

All hedges to be kept at a maximum height of 2,1m and are to be properly maintained. Any relaxation from this rule must be applied for, with motivation, in writing, to the HOA.

Each individual garden up to the boundary must be continuously and at all times maintained by the Owners which includes the omnibus servitude area around all properties.

2. GARDEN STANDARDS

2.1 Where in the opinion of the HOA the condition of a garden is not up to the required standards of Langford, the HOA shall give written notice to the Owner to carry out the necessary improvements within a specified time, failing which a penalty may be imposed.

2.2 Care should be taken when planting to cover dry-stack retaining walls, which is a strict requirement, to ensure that plants are hardy and fast growing to be able to cover the wall in one growing season.

3. FAILURE TO COMPLY

Should the Owner fail to carry out such work as requested, the HOA shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

4. GARDEN REFUSE

Garden refuse generated privately by an Owner must be placed in Municipal approved plastic bags (to be supplied by Owner) and stacked on the pavement together with domestic refuse on the days of the week appointed for collection of refuse. Garden refuse may not be put out on any day other than the appointed one nor overnight nor over weekends.

5. NEW GARDENS

The installation of First Time/Initial or New Gardens shall comply with the procedures and guidelines as specified in the LDC.

F. THE RIGHT TO KEEP AND THE CONTROL OF PETS/ANIMALS

1. As from October 2008 cats are being phased out of the Estate. Any Owner or Tenant currently residing on the Estate who owns a cat may not replace it on its demise and no new cat may be brought onto the Estate by any Owner or Tenant.

2. Local Authority by-laws relating to pets must be complied with (i.e. licensing/numbers/rabies inoculations etc.).

3. Prior to bringing a pet onto Langford, and when a pet is replaced, the following conditions must be met:-

- Written permission must be obtained from the HOA. Such permission may be withheld in the event that the HOA at its discretion, deems the animals concerned to be unsuitable.
- No more than TWO animals are permitted per household.
- Each dog and each cat must at all times wear a collar with a name tag indicating the Owner's name and telephone number.
- In addition to the name tag, cats' collars must also have a bell attached to warn birdlife of its approach.
- Pigeons, poultry, peacocks, wild animals, livestock, snakes, reptiles and the like are not allowed to be kept on Langford except with the written permission of the HOA.
- Owners of pets on the Estate will be held responsible for any damage caused by their pets to other Residents' property, wildlife and any persons permitted to work on Langford.

4. Cats (refer to F.1) and dogs must be kept in an adequately contained area within the Owner's property and when outside the Owner's property, must at all times be on a leash and under the control of a responsible person. Cats and dogs are not allowed to run loose on Langford.

The HOA reserves the right to insist that the owner of the pet that becomes a nuisance, or, if any of the rules pertaining to pets are not adhered to, immediately remove the offending pet from the Estate at the owner's cost.

5. Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others, and the HOA shall have the right to act against Owners who fail to adhere to this rule.
6. In the absence of the Owner the Estate Manager will make the necessary arrangements for the removal of such pet. The cost for such action shall not be borne by the HOA, and will be for the owner of the animal.
7. Fouling by pets of the common property or on other Owners' property, must be removed immediately by the responsible Owner.
8. 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 HOA.
9. Any animal, bird or reptile being on Langford in contravention of these rules shall be removed forthwith on notice from the HOA.
10. Pets may not be left overnight or alone in a dwelling for an extended period of more than 12 hours.
11. No person shall slaughter any animal, bird or reptile or cure or hang to dry any meat, fish, skin or carcass on any part of their Property on the Estate.
12. Any permission given by the HOA could be withdrawn at any time.

G. SECURITY

1. GENERAL SECURITY PROCEDURES

All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside Langford.

2. REPORTING TO SECURITY

Security is a shared responsibility. Owners must report to security any suspicious or unlawful occurrence immediately it is seen or perceived.

3. ACCESS DISCS / CARDS and CODES

Each Owner shall be responsible for the safe keeping and proper use of his/her individual access card/disc/code and shall not permit the use thereof by unauthorised persons. Any breach of this nature shall result in immediate suspension of card/disc/code.

Access by card/disc/code to Langford is limited to Residents, to registered servants, and to other authorised and security-cleared persons.

4. VISITORS

4.1 A member is required to timeously request the HOA's appointed Service Provider, via the SMS system, for permission to admit any person other than a permanent Resident of his household, to the Estate.

4.2 Should a Resident require the services of a contractor or repairman in order to carry out repairs and/or renovations to an existing Dwelling, the member shall timeously inform the Estate Office who shall ensure that the contractor/repairman gains access via the contractors' entrance gate, and that they are aware of the Estate's rules and protocols.

4.3 Security personnel will not be held responsible for items of any sort delivered to the gates.

4.4 Security personnel are not allowed to collect, deliver or escort persons or goods within the Estate unless authorised by the HOA office.

5. WORKERS TO BE REGISTERED

5.1 All permanent domestic workers, general assistants, cleaners, gardeners, etc. must be registered with Security via the Estate Manager's Office. Casual workers shall be treated in the same manner as building contractor's staff and shall be escorted by the owner and recorded in and out at the gates each day. Owners shall be responsible to ensure that their workers comply with all security requirements as well as all rules of Langford.

5.2 Any member wishing to employ a domestic worker shall submit a Langford Domestic Information Form to the Estate Manager with such person's full names, current physical address, whether the domestic is to live in or out, duration of employment if currently employed by the member, references where possible if to be employed for the first time and all particulars relating to such proposed employment as the Estate Manager might deem necessary in order for approval to be granted.

5.3 The HOA shall be entitled to withhold its consent where it is of the opinion that the proposed domestic worker is either unsuitable or would involve a security risk if employed within the Estate.

5.4 In granting its consent, the HOA may in addition impose certain terms and conditions relating to the domestic worker's employment, where it deems such imposition necessary.

5.5 The HOA may at any stage after approving the employment of a domestic worker, 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 worker.

5.6 A member owning a Property may not employ more than 2 (two) domestic workers who shall be entitled to live-in on the property.

5.7 Any member employing a domestic worker shall be liable to the HOA for such domestic worker's conduct and behaviour within the Estate, as well as for any visitor of such domestic worker who enters the Estate.

5.8 For the purposes of this clause, a member shall include any person who occupies or lets a dwelling.

5.9 The HOA may issue to such domestic worker 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 commit a material breach of the conditions of the domestic worker's employment and render such person liable for immediate dismissal.

5.10 No domestic worker may have an overnight visitor on the Estate except with the written permission of the HOA.

5.11 Residents employing their own private security guards may do so only after obtaining written permission from the HOA. These guards may only be on the Resident's property, by whom they have been employed, save in the event of attempting to apprehend an intruder. These guards must also be dressed in a manner as to identify them as security guards and their conduct whilst working on the Estate is the responsibility of the Resident with whom the guard is contracted.

6. SECURITY GATES AND BOOMS

- 6.1** Every Resident shall stop at the security control booms and then proceed after operating his/her access disc. Should the Resident not have his/her disc for any reason whatsoever, he will be expected to identify himself and complete the Security Access Log Book. Only after identification has been confirmed will access be given. If identification cannot be confirmed, the Resident will need to contact a fellow Resident or the Estate manager who will confirm identification and advise security in the same manner as for visitors and access will be given.
- 6.2** In the event of the security booms being out of order, all vehicles are expected to stop at the security control booms. The security guard will then authorise entry.
- 7.** Abuse of guards is strictly prohibited. It should be noted that, under normal circumstances, guards are not permitted to operate the gates/booms for any individual as this defeats the whole basis of the recording system of entries and exits.
- 8.** Tailgating i.e. proceeding through the gates or booms when operated by the car in front of you is prohibited.
- 9.** Boats, trailers and caravans will only be given access via the designated entrance.
- 10.** No Resident or visitor may make use of their disc/card to access a visitor/worker or contractor.

H. USE OF ROADS etc.

The roads in Langford are "private" and must be maintained by the HOA. The roads are for the use of all in our exclusive environment, this places extra responsibility and awareness on all who use these roads but more particularly on all adults and especially parents who need to educate and control their children.

1. SPEED LIMIT

The speed limit throughout Langford is 25 (twenty five) kilometres per hour.

2. RIGHT OF WAY

Pedestrians, cyclists and wild-life must be given the right of way on roads within Langford.

3. OPERATING RESTRICTIONS FOR VEHICLES

- 3.1** No person shall operate any vehicle upon any place within Langford unless he is the holder and is in possession of a valid driver's licence. Engine powered vehicles, cars and motor cycles may be operated only on roads. (Sidewalks and open lawn areas and paths are 'out of bounds' to vehicles).
- 3.2** Operating any kind of vehicle on Langford while under the influence of alcohol or drugs, which may impede ability to control vehicles, is prohibited.
- 3.3** Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within Langford is prohibited.
- 3.4** 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 HOA, which may grant approval on such conditions as it may see fit.

3.5 The quad bike owned by the HOA may be driven by the security guards or HOA staff within the Estate in line with their duties.

3.6 The riding of "quad bikes" by Residents is not permitted on the Estate.

4. **PARKING**

4.1 Parking on verges, open-lawned areas, in front of other residents' driveways or otherwise than in areas designated for that purpose is prohibited.

4.2 Garage doors are to be kept closed at all times other than when it is reasonably necessary.

4.3 In terms of the Outer West Town Planning Scheme, a garage is defined as an "outbuilding". An outbuilding can have various uses, but per the Town Planning Scheme, it may not be used for any of the following: games room, private gymnasium, pool room, entertainment room, living quarters, or any such similar uses.

Garages at Langford are to be used for the keeping of:

- Motor vehicles
- Motor bikes, quad bikes
- Trailers
- Boats/jet skis and the like
- Caravans
- Golf Carts

A garage may be used, in addition to the list above, for storage, hobbies, work benches and the like, but ONLY if it already houses 2 of the items listed above, and per application to the Estate Manager. Note that all vehicles, caravans, trailers, motor bikes etc. that are required by law to be licensed, must be licensed before they will be allowed on the estate.

If garages are being used for the parking/storage of the above, any additional motor vehicle must be parked on the driveway forming part of the property. As far as possible, no vehicles may be parked on grassed areas of a property.

Except for a motor car, NONE of the other listed items are to be parked outside/in front of the garage. These are to be stored in the area designated by the HOA for such purpose. Parking shall be allocated to members by the Estate Manager on availability thereof. Should there be no parking available, alternative arrangements should be made off-site.

4.4 Additional vehicles belonging to a Resident's guests shall, where possible, be parked on the resident's property in such a manner as may reasonably be possible, regard being had to the aesthetics of the Estate and with due regard to the general amenities of other Residents. No vehicle may be parked on the verges of the Estate.

4.5 No caravans, boats, trailers etc. may be kept on the premises without prior permission from the Estate office.

4.6 Any vehicle unable to be parked inside the garage overnight, must obtain permission from the Estate office. On application the Estate Manager may request an inspection of the garage prior to granting permission.

I. **COMMUNAL AMENITIES**

1. **SWIMMING POOL & CHILDREN'S PLAY AREAS**

- Swimming will be allowed only between the hours of 07h00 and 20h00 each day.
- Children under the age of 10 years must be continuously accompanied by an adult.
- Pets are not allowed around the poolside or in the pools
- Radios and music players, if used around the pool, should only be at a very soft and muted volume and should cease by 20h00.
- Pool furniture must not be removed from the facility.
- The use of the pools must be done in such a way so as not to create an unreasonable nuisance or disturbance to those Residents living in close proximity to the pools. No person shall use the pool in a manner so as to interfere unreasonably with the amenity of other users.
- No pool cleaning equipment, pumps, piping, etc. may be used or moved by Residents, and only the appointed persons (outside agents or specially authorised Residents) may operate the equipment.
- Surfboards, cold drink cans and hard objects of any sort are totally prohibited in the pools.
- Access to the swimming pool is only by means of the swimming pool gate. Under no circumstances is the fence or gate to be tampered with.
- No children over the age of twelve are permitted to use the Jungle Gyms.

2. TENNIS / CRICKET NETS

- The courts are available to all Residents of Langford.
- Playing of tennis and volley ball will be allowed only during the hours of 07h00 to 20h00.
- No person shall be permitted to enter the courts unless correct footwear is worn. Shoes that may damage or mark the surface are prohibited.
- Pets are not allowed on the courts or nets.
- Balls and racquets must be provided by the players.
- The use of the courts must be done in such a way so as not to create an unreasonable nuisance or disturbance to those Residents living in close proximity to the courts.
- No bicycle, or other wheeled devices may be ridden on the courts.
- Climbing on or over any fences or nets is prohibited.

3. HORSE RIDING / SPORTING FACILITIES

- 3.1** Horse riding on Langford is not permitted and no horse may be brought onto the Estate without the written permission of the HOA.
- 3.2** The rules and directives for the use of the Sporting facilities on the Estate, including but not limited to the following; Swimming Pools, Multi-purpose court, Cricket / Sports field, Cricket nets, Tennis Courts and any additional sporting facilities, shall be determined by the HOA from time to time or by their delegated nominee.
- 3.3** The HOA under the MOI, and in terms of this clause, 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, as a result of use of the sporting facilities, or otherwise, irrespective of the cause thereof.
- 3.4** No member, his family, guests, invitees or any other person who has entered the Estate, either with or without the permission or consent of the HOA, may make any claim or institute any action of whatsoever nature against the HOA for payment of damages, loss or otherwise.
- 3.5** No person may use any sporting facility provided on the Estate unless he or she is a member or a member is present at all times during the use of such facility.

- 3.6** Persons using any sporting or other facilities provided on the Estate do so entirely at their own risk and the HOA shall not be liable for any loss or damage of whatsoever nature arising out of the use by any person of any of the aforesaid facilities.
- 3.7** Any person entering any sporting facility area does so entirely at his own risk and shall have no right to claim any damages of whatsoever nature from any person who, whilst using such facility unintentionally inflicts an injury to such person, provided further that such injured person shall have no right to claim of any damages of whatsoever nature from the HOA arising out of suffering any injury whilst being within such sporting facility area.
- 3.8** All sporting or other facilities provided on the Estate shall at all times be under the control of the HOA and any duly appointed employee or official (i.e. Security Guards) authorised by it, may order any person using such a facility to cease use thereof and leave/vacate such facility, if in the opinion of the duly appointed employee or official whose decision shall be final, that such person is guilty of:-
- bad or unsportsmanlike behaviour;
 - the use of foul or bad or blasphemous language;
 - indecent behaviour;
 - interfering, preventing or obstructing any person's use and enjoyment of such facility;
 - generally behaving in an unacceptable manner, according to the normal standards of behaviour that the HOA requires and insists upon from all members.

4. CLUB HOUSE / GAZEBO / BRAAI AREA

Booking of the Club House is to be made through the Estate Manager's Office during normal office hours (weekdays – 08h00 to 16h00). Bookings are restricted to one booking per day, per household.

Strict rules and times for the use of the amenities will be provided by the Estate's offices for the acceptance by the responsible resident at the time of booking. The Club House may not be booked for use after 18:00 (at the discretion of the HOA).

Hire of the Club House for functions are not permitted on Sundays or public holidays.

All water slides, jumping castles etc. must be removed after use same day as installation.

J. DAMS AND PONDS

- 1.** The ponds and dams situated on the common property, therefore rules regarding fishing and picnicking are regulated by the HOA.
- 2.** Swimming in the ponds/dams is prohibited.
- 3.** Where dams and/or ponds on Langford have a certain area of common property around them, Residents are required to exercise respect and not to intrude on the privacy of Residents whose properties front onto these dams/ponds.
- 4.** No person shall launch upon any dam, pond or stream in the Estate any craft of any description, save such craft as may be required in connection with any work to be carried out on the instruction of or in connection with the affairs of the HOA, provided further that the HOA in its sole discretion may permit the launching of any other craft either generally or in relation to a specific craft, subject to such conditions as the HOA may deem fit to impose.

5. No person shall pollute or permit the pollution of any common area, water feature, 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.
6. No person shall discard any litter or any article of any nature whatsoever on any common property or in any water feature, dam, pond or stream in the Estate.
7. No person shall dam or obstruct in any way whatsoever any stream or water feature in the Estate or alter the flow of water within any water course, furrow, servitude, stream or water feature.
8. Swimming or playing in the fountain area at the turning circle is strictly prohibited.

K. GENERAL

1. GENERAL CONDUCT

Respect and general consideration by all Residents and guests for all other Residents and all users of Langford shall be exercised at all times. Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other Resident(s), or his/her/their rights, in any manner deemed by the HOA to be unacceptable to harmonious living, is strictly prohibited.

2. DOMESTIC REFUSE, ETC.

- The collection and removal of domestic refuse is under the control of the Municipality and is carried out at times and frequencies determined by them.
- All domestic refuse shall be put in Municipal approved plastic bags supplied by the Municipality and kept in a bin, purchased by the Owner, in a suitable place within his property and screened from public or neighbour's view. On prescribed days and times the bags must be placed by the Resident on the sidewalk outside the residence ready for collection. Bags may not be placed on the sidewalk on any other day. (Garden refuse may be put out with domestic refuse but in Municipal approved plastic bags as directed under upkeep and maintenance of gardens).
- Where refuse is of such a size or nature that it cannot be removed by the normal service, the Owner shall make special arrangements with the Municipality or a private contractor and all costs thereof shall be for the Owner's account.
- The disposal of any domestic animal carcass shall be the responsibility of the Owner through private arrangement with the Municipality and costs thereof shall be for the Owner's account. No domestic animal carcass may be buried on Langford.

3. SIGNS

No sign may be displayed on Langford (giving the name of builders, decorators, furnishers, alarm companies, garden installers, garden maintenance contractors, and the like).

(This rule shall not apply to the regulation notice board required by the Design Code for the erection of new buildings, or the regulation notice board used by the Appointed Estate Agency for land or house sales, nor to the Security signs depicting zones on the perimeter fence).

4. FLAG POLES/RADIO AERIALS

No flags of any nature, flag poles, or radio aerials on poles may be erected on private residential Dwellings on Langford.

5. TV SATELLITE DISHES

The positioning of satellite dishes and any external TV or radio aerials must be authorised by the Estate office prior to installation.

6. SHADE CLOTH

The use of any kind of shade cloth, other than for the purpose of construction, is prohibited, unless authorised by the Estate office.

7. ADVERTS/PUBLICITY MATERIAL

No private, religious or commercial advertising notices or brochures are permitted to be distributed around Langford but may be displayed on the Notice Board provided by the HOA for such purposes.

(This rule shall not apply to legitimate notices to Residents from the HOA).

8. HOOTING

The use of car hooters within Langford to beckon or attract Residents', workers or security guards' attention is prohibited.

9. AUCTIONS / JUMBLE SALES / GARAGE SALES

Any form of public auction or sale on any property within Langford is prohibited (other than with the prior written permission of the HOA).

10. USE OF AND CONDUCT IN OPEN SPACES

10.1 No person shall anywhere in the Estate disturb, harm destroy or permit to be disturbed, harmed or destroyed any wild animal, reptile or bird.

10.2 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 HOA, save further that the provisions of this rule shall not apply with respect to the exercise by any person of any right granted to him by virtue of an agreement with the HOA in regard to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes.

10.3 No person shall:

- light any fire at any place upon the Estate other than at a place designated for that purpose and then subject to a proper fireplace 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;
- camp or picnic or braai upon any place in the Estate other than at a place which has been specially designated for such purpose by the HOA;
- 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 HOA;
- use any open space within the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons within the Estate or behave in such a way as to create a nuisance to any other persons in the Estate.
- use, or conduct himself upon any open space within the Estate in such a manner as may reasonably in the opinion of the HOA, detrimentally affect the use of such open space or any of the amenities thereon;
- plant any plants, shrubs, bushes or trees within the Estate's open space, unless the

same has been approved of by the HOA and is in keeping with the Environment Management Plan and Landscaping Design Code.

- 10.4 The HOA 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 HOA. Such areas shall be demarcated by suitable stakes and signage.
- 10.5 All trails and paths within the Estate shall only be used by pedestrians save where the HOA designates otherwise.
- 10.6 The HOA may enter into an agreement on such terms and conditions as it may deem fit with a member granting that member the exclusive use and occupation of a specific area within the Estate and no person shall in any manner whatsoever disturb or interfere with such member in the enjoyment of such rights of exclusive use and occupation.
- 10.7 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.
- 10.8 Discharging of any air-gun, BB gun, paintball gun or other lethal weapon is strictly prohibited.

11. FIREWORKS / FIREARMS

The lighting of, or letting off of fireworks at Langford is strictly prohibited.

No person shall, within the area of the Estate, discharge any firearm as defined in the Firearms Control Act No 60 of 2000.

L. LEVY PAYMENTS

1. Owners must pay levies in full and in advance by the 1st day of each month.
2. Owners in arrears shall pay interest, (at 3% above the current prime overdraft rate, or at such rate as may be determined by the HOA from time to time), and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.
3. Any interest on any monies due to the HOA, whether for levies or otherwise which are not paid on the due date, shall be compounded and capitalised on the last day of each and every month in the same manner, mutatis mutandis, as the HOA's bankers compound and capitalise interest.
4. Owners in arrears after 30 days may have their overdue account and the full interest thereon, handed over to attorneys for collection and possible legal action. All costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account. (Any interest on, or collection fees for overdue levies shall be considered to be part of the levy and treated as such).
5. Levy amounts may not be reduced to offset against real or perceived, partial or non-provision of services or for any other reason unless previously discussed with and sanctioned by the HOA.

M. THE LEASE/SALE OF PROPERTY

1. LEASING OF A PROPERTY

- 1.1 The consent in writing of the HOA must be obtained prior to the renting/leasing of a Property, or portion of a Property, which consent, subject to all levies being fully paid and all other conditions of the HOA being met, will not be unreasonably withheld. A clearance certificate must be obtained from the HOA office.
- 1.2 The HOA may, in the granting of any such consent, impose such conditions as it may deem fit including, but not limited to, a requirement that the Owner be obliged, for the duration of any lease, to contract with an approved garden service company for the regular maintenance of the garden and provide the HOA with a valid and effective cession of all rentals which may be exercised by the HOA in the event of any default by the Tenant or the Owner.
- 1.3 Prior to issuing clearance the premises will be inspected by the Estate Manager for compliance. This procedure will be repeated after each lease period/renewal or new tenant agreement. All non-compliance issues listed must be attended to prior to new Tenants occupation.
- 1.4 Lessees must be of a suitable standing befitting Langford, and the names of such Lessees must be provided to the HOA along with the request for permission to lease, and a statement as to the duration of the lease. *(The names are required for entering on the register of Residents and for security identification and issue of access cards).*
- 1.5 In the interest of maintaining the security and standard of the Estate, any lease of Property concluded in Langford Country Estate, shall only be effective if concluded utilising the standard Langford Lease Agreement owned by the HOA with reference to the MOI, Rules and other HOA documentation. The Owner must agree with the prospective Tenant or occupier as a *stipulatio alteri* in favour of the HOA, to be bound by the terms and conditions of these rules, and any contravention of the rules by any Lessee shall be deemed to be a contravention by the Owner.
- 1.6 There shall be an administration fee due and payable to the HOA, regarding any lease concluded within Langford Country Estate, which shall be calculated at 1 % (One Per Centum) of the total value of the lease, limited to a maximum amount of R25 000,00 (TWENTY FIVE THOUSAND RAND) ("the Lease Administration Fee").
- 1.7 An Owner wishing to let a Property within Langford, and who requires the services of an Estate Agency in this regard, must appoint an Estate Agent accredited and authorised by the HOA to ensure that the standard Langford Lease Agreement is utilised and that the rules are adhered to.
- 1.8 Should the Owner request the services of an independent agent, not accredited and authorised by the HOA, then and in such event the Owner undertakes to first advise the HOA of such Independent Agent's details, and to ensure that the Independent Agent obtains accreditation and authorisation by the HOA.
- 1.9 Where an Owner of a Property utilises the services of an Estate Agent as aforesaid, the Lease Administration Fee shall be due and payable by the Estate Agent to the HOA before the tenant takes occupation of the Property.
- 1.10 Where an Owner wishes to let a Property privately without the services of an Estate Agent, the Owner shall be obliged to contact the Estate manager's office and utilize the standard Langford Lease Agreement owned by the HOA as set out above. In this event the Lease Administration Fee shall be due and payable by the Owner directly to the HOA before the tenant takes occupation of the Property.
- 1.11 The HOA reserves the right to withhold access of a tenant should a copy of the signed Lease agreement, or the new or renewed Lease Agreement not be filed with the Estate Office, within 7 (seven) of commencement or renewal.

2. SALE OF A PROPERTY

- 2.1** The consent to sell or transfer a Property within Langford must first be obtained in writing from the HOA and the selling/transferring Owner must have satisfactorily settled all his levies and other obligations to the HOA prior to consent being given. Prior to the Consent to transfer, the Estate Manager will inspect the premises for non-compliance. All items listed, by the Estate Manager must be attended to. It is further required that an approved plan be kept on file by the HOA. It is the responsibility of each and every owner to ensure that this requirement is met. Non-compliance will result in the Consent to transfer being withheld by the HOA.
- 2.2** In the interest of maintaining the security and standard of the Estate, any sale of Property concluded in Langford Country Estate, shall only be effective if concluded in compliance with the standard sales documentation owned by the HOA which incorporates the MOI, Rules and other HOA documentation. This arrangement is extremely important and necessary to ensure all requirements of, and obligations to, the HOA are complied with prior to the actual sale. The transferee must agree in the sales documentation, in writing, to become a member of the HOA
- 2.3** There shall be an administration fee due and payable to the HOA, regarding any sale concluded within Langford Country Estate, which shall be calculated at 1 % (One Per Centum) of the selling price, limited to a maximum amount of R25 000,00 (TWENTY FIVE THOUSAND RAND) ("the Sale Administration Fee").
- 2.4** An Owner wishing to dispose of a Property within Langford, and who requires the services of an Estate Agency in regard to such disposal must appoint an Estate Agent accredited and authorised by the HOA.
- 2.5** Should the Owner request the services of an independent agent, not accredited and authorised by the HOA, then and in such event the Owner undertakes to first advise the HOA of such Independent Agent's details, and to ensure that the Independent Agent obtains accreditation and authorisation by the HOA.
- 2.6** Where an Owner disposes of a Property utilising the services of an Estate Agent, the Sale Administration Fee shall be due and payable by the Estate Agent to the HOA on registration of transfer.
- 2.7** Where an Owner wishes to sell a Property privately and does not wish to use the services of an Estate Agency, the Owner shall be obliged to refer the prospective purchaser to the HOA in order to utilize the standard sales documentation owned by the HOA as set out above. In this event the Sale Administration Fee shall be due and payable by the Owner directly to the HOA on registration of transfer.

N. BREACH OF RULES

- 1.** In the event of any breach of these rules by the members of any members 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 via email or in writing to the member guilty thereof by the Estate Manager on behalf of the HOA at the address of the property owned by the member within the Estate and shall contain the following information:

- the nature of the breach;
- the time period, if applicable, in which the breach is to be remedied;
- the penalty imposed by the HOA on the member for committing such breach;
- any other information the HOA may deem necessary.

3. Notice will be deemed to have been duly given if such breach notice has been emailed to the address on the HOA's records, or 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 members appointed post/letter box or by means of a registered letter sent to the address stated in Rule 2.

4. In the event of any member disputing the fact that he has committed a breach of these rules, a Committee consisting of the at least the Chairman together with the Estate Manager, 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.

O. FAILURE TO COMPLY WITH THE RULES

1. Failure by an Owner, his household, guests or Tenants to comply with any provisions of any rules may result in:

- The imposition of a financial penalty (which shall be deemed to be part of the levy due by the Owner); and/or
- the withdrawal of any previously given consent applicable to the particular matter; and/or
- an order to pay for damages resulting from non-compliance with any rule; and/or
- application to the Courts for the enforcement of the rule/s.

2. The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the HOA, who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance. Any breach not covered below will be dealt with at the discretion of the HOA.

Guideline of financial penalties which may be imposed :

Offence : Common Property	First Offence	Second Offence	Repeated Offence
Damage to light poles, street furniture, facilities and fittings	R500 + costs	R1 000 + costs	R5 000 + costs
Damage to trees / vegetation / verges or curbing	R2 000 + costs	R5 000 + costs	R10 000 + costs
Littering / Bin Bags	R200	R500	R1 000

Offence : Miscellaneous	First Offence	Second Offence	Repeated Offence
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Public disturbance / domestic workers and contractors causing a disturbance	R1 000	R2 000	R5 000
Up to date tenants' leases not submitted to HOA	R1 000	R2 000	R5 000
Use of fireworks	R1 000	R2 000	R5 000

Offence : Pets	First Offence	Second Offence	Repeated Offence
Bringing pets onto the Estate without authority or registration with the HOA	R1 000 + 30 days to remove pet	R2 000 + 7 days to remove pet	R5 000 + pet to be removed
Owners failing to pick up fouling by pets	R500	R1 000	R2 000
Pets causing a disturbance	R500	R1 000	Pet to be removed

Offence : Property Maintenance	First Offence	Second Offence	Repeated Offence
External fixtures illegal and/or non-compliant with Building Design Code Rules	R500	R1 000	R2 000
Hanging washing outside of designated wash line area	R500	R1 000	R2 000
Construction without approval of the HOA	R1 000 + Plan submission	R2 000 + Plan submission	R5 000 + Plan submission
Home not maintained	Warning	R1 000	R5 000
Unkempt gardens	R500	R1 000	R2 000

Offence : Security	First Offence	Second Offence	Repeated Offence
Blatant disregard of rules or of legitimate instructions	R5 000	R10 000	R15 000
Failing to register domestics or contractors at the Estate Office	R500	R1 000	R2 000
Intimidation or threatening of Security Officers	R500	R1 000	R2 000
Tailgating at any access / exit control point	R1 000	R2 000	R5 000
Unauthorised persons using access discs or cards	R1 000	R2 000	R5 000
Verbal abuse or assault on a Security Officer for any reason (Subject to Prosecution)	R1 000	R2 000	R5000

Offence : Vehicles	First Offence	Second Offence	Repeated Offence
Garaging of vehicles	R500	R1 000	R5 000
Parking – causing obstruction	Warning	R500	R1 000
Parking on verges / gardens	R200	R500 + costs	R1 000 + costs

Speeding, dangerous or negligent driving	R500	R1 000	R2 000
Unlicensed driver or driver with incorrect drivers licence	R1 000	R5 000	R5 000
Un-roadworthy vehicle	Warning	R500	R5 000

Offence : Wildlife	First Offence	Second Offence	Repeated Offence
Interfering with wildlife or attempted poaching	R25 000 & Charges laid	R50 000 & Charges laid	R50 000 & Charges laid

The guideline above is subject to amendment by the HOA at its discretion.

END