

PANORAMA @ THE ALOES
MANAGEMENT AND CONDUCT RULES

THE ALOES 
LIFESTYLE ESTATE, POLOKWANE



PANORAMA @ THE ALOES
HOME OWNERS ASSOCIATION NPC

CONDUCT RULES

updated 2020 – 07 – 21

1. INTRODUCTION

- 1.1 The prime objective of these House Rules and regulations are to preserve and enhance the security, aesthetics, environment, and communal interests of all residents in the Panorama @ The Aloes who have a basic need and expectation for personal security in a peaceful and tranquil environment. This includes the objective to have an attractive home set in clean surroundings.
- 1.2 The Conduct Rules (rules) have been formulated in terms of the Memorandum of Incorporation of Panorama Home Owners Association (PALHOA) and are binding upon all the Owners of stands, members of Body Corporates, Life right Property owners, their tenants and visitors), in so far as they may be applicable thereto, (henceforth referred to as Members) and their successors in title, or assignees.
- 1.3 It is the sole responsibility of the Members to familiarize themselves with the stipulations of the Memorandum of Incorporation of PALHOA and furthermore to ensure that their families, lessees, visitors, friends and their contractors and employees comply with the rules.
- 1.4 General consideration by all residents for the rules and each other will greatly assist in ensuring harmonious relations between residents in Panorama @ The Aloes.
- 1.5 Members and residents agree not to commit any actions or omissions which may impact negatively on PALHOA and/or its members.

2. ADMINISTRATION AND FINANCIAL CONDUCT WITHIN PALHOA

2.1. DIRECTORS

- 2.1.1. The Board of Directors of PALHOA (The Board) consists of a minimum of 1 and a maximum of 3 Directors.
- 2.1.2. Matters pertaining to PALHOA are managed by the Board which may exercise all competencies due to PALHOA.
- 2.1.3. The Board has the right to co-opt any person or persons designated by it on any committee which the Board may convene and under such conditions as the Board may from time to time be ratified at a General meeting of PALHOA.
- 2.1.4. The Board may in accordance with the Memorandum of Incorporation of PALHOA, also make decisions with reference to:
 - 2.1.4.1 The promotion of the objectives of PALHOA.
 - 2.1.4.2 The improved management of matters pertaining to PALHOA or the promotion of the interests of Members or the regulation of Board or General Meetings and the management of activities in general;
- 2.1.5. The appointment of committees.

- 2.1.6. The Board may not make decisions which are contrary to the Memorandum of Incorporation of PALHOA or in conflict with the aims and objectives of PALHOA and or the Aloes Lifestyle Estate Home Owners Association (ALEMA)
- 2.1.7. The Directors of PALHOA may amend or add to the Management and Conduct Rules from time to time, as may be deemed necessary to ensure harmonious co-existence of residents. This power shall include the right of the Directors of PALHOA to approve the Management and Conduct Rules of the respective Home Owners Associations who are members of PALHOA.

2.2. LEVIES

- 2.2.1. It is recorded that in view of the association's (Panorama) membership of ALEMA, the board of an ALEMA will impose certain levies upon the members of the association for the purpose of meeting expenses of ALEMA as stipulated in the MOI of ALEMA.
- 2.2.2. The directors of ALEMA in addition from time to time, may impose levies upon the members for the purpose of meeting all the expenses which the association has incurred, or to which the directors reasonably anticipate the association will incur in the attainment of its objects or the pursuit of its business.
- 2.2.3. The directors of ALEMA shall not less than 30 days prior to the end of each financial year, or so soon thereafter as is reasonably possible, prepare and serve upon every member, at the address chosen by him or otherwise at his unit, an estimate in reasonable detail of the amount which shall be required by the association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The directors may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 2.2.4. Each notice to each member shall specify the contribution payable by that member to such expenses and the reserve fund, that is the levy payable by that member.
- 2.2.5. Every such annual levy shall be payable in equal monthly instalments, due in advance on the first day of each and every month of each financial year.
- 2.2.6. In the event of the directors of ALEMA for any reason whatsoever failing to prepare and serve the estimate referred to in 5.2 timeously, every member shall until service of such estimate as aforesaid continue to pay the levy previously imposed and shall after such service pay such levy as may be specified in the notice referred to in 5.2.
- 2.2.7. A late payment Levy, decided by the directors, of Levies not settled timeously will be imposed.
- 2.2.8. The directors of ALEMA may from time to time impose special levies upon the members in respect of all such expenses as are mentioned in 2.2.1 and 2.2.2, which are not included in any estimate made in terms of 2.2.2.2, and may in imposing such levies determine the terms of payment thereof.
- 2.2.9. The directors of ALEMA shall be empowered in addition to such other rights as the association may have in law as against its members to determine the rate of interest from time to time chargeable upon arrear

levies, provided that such rate of interest shall not exceed the maximum prescribed rate.

- 2.2.10. Any amount due by a member by way of levy and interest shall be a debt due by him to the association. Notwithstanding that a member ceases to be such the association shall have the right to recover arrear levies and interest from him. No levies or interest paid by a member shall under any circumstances be repayable by the association upon his ceasing to be a member. Further, a member on ceasing to be such shall have no claims whatsoever on any other monies held by the association whether obtained by way of a sale of association assets or otherwise. A member's successor in title to a unit shall be liable as from the date upon which he becomes a member pursuant to the transfer of that unit, to pay the levy and interest thereon attributable to that unit.
- 2.2.11. PALHOA has the authority to collect levies from its Members, to pay for expenditures made by PALHOA or expenditures which the Board may within reason anticipate PALHOA will need to incur in future, with regard to maintenance, repairs, improvements or upkeep of any of the common property (for example the boundary wall, entrance gate, open areas, fencing, roads and storm water systems, etc.), and in general for the payment of all expenses reasonably, or by necessity, incurred in terms of the management of PALHOA, and/or pursuant to its main objective as it was set out in the Memorandum of Incorporation. The levy will be set at the Annual General Meetings of PALHOA and ALEMA respectively.
- 2.2.12. All levies are payable monthly in advance before the 1st day of each and every month.
- 2.2.13. All arrear and or outstanding amounts including late payments shall attract interest at 1.5 % per month or at such other rate as adopted at AGM of members of PALHOA. The interest rate shall be calculated on the outstanding amount from the date on which it became due and payable until the date of payment.
- 2.2.14. In the event that the Board of Directors of PALHOA and/or ALEMA are necessitated in having to institute any legal action in order to recover any outstanding amounts or any other litigation, the debtor and or owner shall be responsible for the PALHOA's legal costs on an attorney and own client basis.
- 2.2.15. The Member chooses his *Domicilium Citandi et executandi* for purposes of service of any document as the unit or stand as situated in PANORAMA @The Aloes, unless he has supplied an alternative physical address in writing to PALHOA.

2.3. MEETINGS

- 2.3.1. PALHOA will conduct General and Special Meetings as required in PALHOA its Memorandum of Incorporation and relevant notification will accordingly be given to all Members.
- 2.3.2. A General Meeting will be convened annually, within a six month period after the financial year end.
- 2.3.3. Whenever a vote is taken at PALHOA meetings, voting rights will be exercised in terms of the MOI of PALHOA.

2.4. MEMBERSHIP

- 2.4.1. In terms of the Conditions of Establishment of BENDOR EXTENTION 120, of which the area under the jurisdiction of PALHOA is a part, Membership of the Panorama @ The Aloes Home Owners Association (herein later referred to as (PALHOA) is limited to the registered owners of stands.
- 2.4.2. Membership of the Panorama @ The Aloes Home Owners Association (PALHOA) is terminated as soon as the Member ceases to be a registered owner of a, in Panorama @ The Aloes.
- 2.4.3. The registered owner of a stand right may not resign as a Member of PALHOA.
- 2.4.4. The rights and obligations of a member are not transferable independently from the transfer of his property rights, and each Member shall to the best of his ability promote the interests and aims of PALHOA and strictly comply with all rules made by PALHOA.
- 2.4.5. It is recorded that PALHOA shall be a member of the Aloes Lifestyle Estate Home Owners Association (hereinafter referred to as ALEMA) (the umbrella Home owners association of the greater Aloes Lifestyle Estate of which the Panorama @ the Aloes forms part). The rules of ALEMA shall also be applicable to all members.
- 2.4.6. All owners in PALHOA are members of ALEMA as fully described in the Management and Conduct Rules of ALEMA.
- 2.4.7. All decisions taken and rules laid down by PALHOA, shall be subordinate to those of ALEMA. In the event of rules and decisions of be contrary to those of ALEMA, ALEMA's shall take precedence.

2.5. SANCTIONS

Failure by a resident/owner to comply with any provisions of any rules may result in:

- 2.5.1. A call for compliance, an explanation and/or apology, and/or
- 2.5.2. A reprimand and request to comply, and/or
- 2.5.3. An enquiry by the Board of Directors of PALHOA into the failure, which may result in the imposition of a fine, and/or suspension of membership privileges or other sanction, and/or
- 2.5.4. The withdrawal of any previously given consent applicable to the particular matter, and/or
- 2.5.5. An order to pay for damages resulting from non-compliance with any rule.
- 2.5.6. 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 Board of Directors of PALHOA who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance or review by the Board of Directors of PALHOA at its discretion.
- 2.5.7. Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the resident/owner. In the event of a resident/owner failing to pay a fine imposed within the period stipulated by the Board of Directors of PALHOA, the Board of Directors may refer said dispute to the CSOS Ombudsman.
- 2.5.8. Any contravention of the rules by any person who gains access to Panorama @ The Aloes under the authorisation of a resident shall be deemed to be a contravention by that resident.

- 2.5.9. Complaints relating to the behaviour of another resident are to be lodged with the secretariat in writing, provided that the complainant has first attempted to settle the matter amicably with the other party.
- 2.5.10. At any given time during a dispute, either party may refer said dispute to the CSOS Ombudsman. Thereafter the CSOS rules will apply.

3. THE FOLLOWING RULES SHALL APPLY TO ALL MEMBERS OF PALHOA

3.1. ACCESS

- 3.1.1. The obligations of owners are set out in the Access Policy, "Annexure AL-A" , pertaining to all Estates, as situated in the Aloes Lifestyle Estate, as attached hereto which form an integral part to this agreement, and is to be read in conjunction herewith.

3.2. BENEFICIAL USE OF STANDS / LIVING UNITS WITHIN THE LIFESTYLE ESTATE

- 3.2.1. A stand may be used solely for residential purposes by the owner themselves, , and a maximum of two domestic workers, and or tenants.
- 3.2.2. No Owner/Member is allowed to change the utilization of his stand or residential unit either by rezoning or City Council's approval or by any other means without obtaining written approval from ALEMA.
- 3.2.3. No business activity may be conducted on any stand or unit which is not zoned for business activities.
- 3.2.4. No hobby which in the opinion of the Directors constitutes an aggravation or nuisance to Members, including a Jumble sale, may be conducted on any stand or unit.

3.3. BOUNDARY WALLS AND FENCES – SCREEN IN COMPLIANCE OF THE ARCHITECTURAL OR AESTHETIC GUIDELINES

- 3.3.1. Construction of screen- and boundary walls form an integral part of the construction work done on a stand, and is consequently subject to the approval by the Board of Directors.
- 3.3.2. All screen- and boundary walls, fences, hedges and pavements must at all times be maintained in a neat and tidy state.
- 3.3.3. Members shall take the necessary steps to ensure that the security fence/wall surrounding the Estate is not damaged and/or removed.
- 3.3.4. Nothing may be attached to the security fence/wall surrounding the Estate without prior written consent from the Board.
- 3.3.5. No Member may substitute the existing fence/wall surrounding the Estate with any alternative without prior written consent from the Board.
- 3.3.6. No signboards (for advertisements, show houses, businesses or any other signboards) are allowed to be fixed against or on top of the security wall/fence or displayed over it.
- 3.3.7. All other signboards within the boundaries of the Estate are to be displayed only in accordance with the rules determined by The Directors.

3.4. BUILDING

3.4.1. Architectural Regulations

- 3.4.1.1. The obligations of owners are set out in the Architectural Guidelines, "Annexure ALP-A" hereto and form an integral part to this agreement.

3.4.2. Building General

No member may;

- 3.4.2.1. Extend, add or alter to an existing building or erect any other permanent or temporary building or structure on their unit or property without the written consent of the Board of Directors of ALEMA and PALHOA, before any alterations are undertaken. This applies to all structures but particularly to carports, lean-to's, garages, employee's quarters, storerooms, pergolas, Wendy-houses and tool sheds. Such permission shall not be withheld, unless the respective Boards of Directors are of the opinion that such buildings or structures are not in keeping with the architectural style and aesthetic rules of the existing buildings in the village. If the owner refuses to comply herewith, the Board may remove such structures at the cost of the owner.
- 3.4.2.2. A detailed plan of such extension or alteration or addition must be submitted to the ALEMA and PALHOA Board of Directors for approval, such plans must be in accordance with the aesthetic rules of Panorama @ The Aloes. After submission to the Board of Directors, the plan should then be submitted to the local authority for approval (if applicable).
- 3.4.2.3. The outside Aesthetics of units cannot be changed without authorization from the ALEMA and PALHOA Board of Directors or their appointed Architect.

3.4.3. **Building Period**

- 3.4.3.1. As per sales agreement with the developer Decacel (PTY) LTD, the property owner shall have 3 years and 9 months from the date of the site handover, for a house in extent of up to 400 square meters. There after one month per 100 square meters will be allowed for houses larger than 400 square meters.
- 3.4.3.2. to complete the dwelling and obtain a Municipal Occupation Certificate, which must be lodged with the ALEMA office, within the given period.
- 3.4.3.3. Failure to comply herewith will result in a Levy of 15 % of the original purchase price, divisible by twelve and payable monthly, in advance, until submission of the Municipal Occupation Certificate to ALEMA.

3.4.4. **Building Regulations**

- 3.4.4.1. ALEMA's Building Regulations relate to the control measures regarding access and building activities of contractors (and their suppliers). Please see Annexure "AL-B" hereto, which shall apply to PALHOA in all respects.
- 3.4.4.2. Building Contractors and registered property owners are to enter into a Building Contractors Code of Conduct and Co-Operator Agreement, on the terms and conditions as set out therein before any construction can commence, a copy of which is attached hereto marked Annexure "AL-C".

- 3.4.4.3. A building contractor that has not been accredited by ALEMA will not be entitled to commence any building or construction operations on the PALHOA development area as defined in the MOI.

3.5. COMMON AREAS

- 3.5.1. Residents are encouraged to leave any open space they visit in a cleaner condition than that in which it was found. It would be appreciated if all residents developed the habit of picking up and disposing of any litter encountered in the open spaces from time to time.
- 3.5.2. Plants must not be damaged or removed from any common area.
- 3.5.3. Residents' and their visitors' use of the open areas is entirely at their own risk at all times.
- 3.5.4. No activities may be conducted in the open areas if they cause a nuisance to other residents.
- 3.5.5. No firearms, catapult, bow and arrow or any other weapon or any other weapon or pellet guns may be discharged in the estate.

3.6. ENVIRONMENTAL MANAGEMENT

- 3.6.1. Residents are expected to maintain a high standard of garden. Owners / residents shall be obliged to keep their gardens in a neat and tidy condition. If deemed necessary, the Board of Directors shall notify such owner/s or residents to rectify the situation. Should such owner fail to comply, the Board will appoint a third party to do the necessary work and recover the cost thereof from the owner.
- 3.6.2. No rubble or refuse should be dumped or discarded in any public area, open area, streets or water features.
- 3.6.3. Flora may not be damaged or removed from any open areas.
- 3.6.4. Fauna of any nature may not be chased or trapped in any public area.
- 3.6.5. Residents are responsible for watering trees, plants and shrubs planted or growing in their gardens and on the side walk in front of their gardens.
- 3.6.6. Residents must ensure that declared noxious flora are not planted or growing in their gardens. (Annexure – AL - D)
- 3.6.7. Swimming pool water may only be discharged into the storm water system.
- 3.6.8. Storm water from neighbouring stands is to be channelled along the natural water course and may not be blocked from entering from an adjoining property.
- 3.6.9.

3.7. NEIGHBOURLINESS

- 3.7.1. The volume of music or electric instruments, partying and the activities of domestic help should be tuned to a level so as not to be heard on adjoining properties.
- 3.7.2. The mechanical maintenance, and use of power-saws, lawnmowers, and the like (electric mowers are preferred), should only be indulged between the following hours:

Monday to Friday	07:30	-	18:00
Saturday	08:00	-	13:00

- 3.7.3. Washing should only be hung on lines screened from the street and neighbours.
- 3.7.4. Refuse, garden refuse and refuse bags may not be placed on the pavement, except early on day of collection.
- 3.7.5. No advertisements or publicity material may be exhibited or distributed without the consent of The Board of Directors
- 3.7.6. No fireworks of any description may be used anywhere on the estate.
- 3.7.7. No habitation of any mobile home or caravan or trailer on the estate will be permitted, unless in an enclosed garage or enclosed area.

3.8. PETS

- 3.8.1. The Local Authority bylaws relating to pets will be strictly enforced.
- 3.8.2. Without the written approval of PALHOA, no person may keep more than two dogs and two cats on their property.
- 3.8.3. No poultry, pigeons, aviaries, wild animals or livestock may be kept on the Estate.
- 3.8.4. No pets are allowed to roam the streets.
- 3.8.5. No Pets will be allowed in Assisted Living units.
- 3.8.6. Pets must be walked on a leash outside the erf.
- 3.8.7. Should any excrement be deposited in a public area, the immediate removal thereof shall be the sole responsibility of the pets owner.
- 3.8.8. Every pet must 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 SPCA.
- 3.8.9. Members/residents shall accept full responsibility for any injuries or damage to any person or property caused by the pet.
- 3.8.10. The Board of Directors of PALHOA reserves the right to request the owner to remove his pet should it become a nuisance on the Estate.

3.9. SECURITY

- 3.9.1. The obligations of owners are set out in the Security Policy, "Annexure AL-E", pertaining to all Estates, as situated in the Aloes Lifestyle Estate, as attached hereto which form an integral part to this agreement, and is to be read in conjunction herewith.

3.10. STREETSCAPE

- 3.10.1. Each stand owner is responsible for maintaining the area between the kerb and the boundary of his property in a clean and pleasing condition.
- 3.10.2. Garden fences and/or walls and outbuildings forming part of the streetscape should be regularly maintained and painted where necessary. ALEMA has the right to effect repairs and painting of the fence at the cost of the owner should it be considered necessary.
- 3.10.3. Caravans, trailers, boats, equipment, tools, engine and vehicle parts as well as accommodation for pets, should be out of view and screened from neighbouring properties.
- 3.10.4. Building material may not be dumped on the sidewalks under any circumstances.
- 3.10.5. No trees, plants or sidewalk lawn may be removed without the permission of ALEMA. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.

- 3.10.6. Gardens abutting onto streets and open areas must be kept neat and tidy at all times failing which ALEMA shall have the right to clean the garden at the cost of the owner
- 3.10.7. An owner or occupier of a stand must keep the stand free of any pests, including but not limited to flies, rodents, termites, fleas, ticks, etc.

3.11. STREETS / VEHICLES

- 3.11.1. The streets of Panorama @ The Aloes are for the movement of all residents, their visitors, contractors and emergency vehicles whether it be by foot, running shoe, bicycle, motor cycle, trucks, delivery vans and buses or cars.
- 3.11.2. Speed limit is restricted to 30km per hour.
- 3.11.3. No triple rear axle or articulated delivery vehicles may enter the Estate unless the express permission of ALEMA is obtained in advance via ALEMA's security personnel. If permission is granted, it may be granted subject to conditions pertaining, *inter alia*, to any such vehicle being escorted at all times while it is on the Estate. Any such vehicle shall drive on the Estate with due care. The member will be liable for any damage caused by such vehicle on the Estate and will be held responsible to rectify any damage to ALEMA's and/or satisfaction and approval.
- 3.11.4. Double rear axle vehicles will be admitted with special consent at a designated area only and after the owner of the stand concerned has signed a document accepting full responsibility for any damages that may be caused by this vehicle to the road surface, kerbs and sidewalks.
- 3.11.5. Save for the above, the National Road Traffic Act (Act 93 of 1996) or any amendment thereof, regulations promulgated there under and any bylaws imposed by the Polokwane Municipality shall apply.
- 3.11.6. Only licensed drivers may operate and drive licensed vehicles in the streets.
- 3.11.7. Engine powered vehicles are not allowed to drive anywhere except in the streets of the Estate.
- 3.11.8. Visiting parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.
- 3.11.9. Parking on sidewalks is prohibited;
- 3.11.10. The use vehicles with noisy exhaust systems is prohibited;
- 3.11.11. The use of vehicle hooters to beckon or attract attention, other than in terms of normal traffic safety, is prohibited.
- 3.11.12. All road and traffic signs must be adhered to as well as road traffic rules.
- 3.11.13. Pedestrians will have the right of way.
- 3.11.14. Heavy vehicles may only be parked on or left on an erf for the duration of loading and offloading of goods.
- 3.11.15. ALEMA reserves the right to refuse entry to any vehicle which in their opinion is not correctly loaded or in a satisfactory condition, in particular articulated vehicles.

3.12. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

- 3.12.1. Should any owner let his property, he/she shall notify ALEMA and PALHOA in writing, in advance of occupation, of the name and details of the tenant and the period of such lease. Proof of lease, Copies of Tenants

ID's and signed copy of Rules are to be lodged with ALEMA before an Access Certificate will be issued.

- 3.12.2. The Tenant acknowledges that, upon occupation of the leased premises, he/she and his/her family, visitors and servants shall adhere to all rules and regulations as contained in this document.
- 3.12.3. Where tenants continuously breach rules of the Estate the owner(s) can be requested to terminate the lease agreement and/or be held liable for the maximum fine allowed under these rules. This clause must be written into the lease agreement.
- 3.12.4. The occupants of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the Conduct Rules.
 - 3.12.4.1. The occupants of any property within the Estate are allowed to have the following number of visitors and vehicles:
 - 3.12.4.2. Residential I Stands: Maximum of 30 visitors and a maximum of 15 vehicles per stand visiting.
 - 3.12.4.3. Residential II Stands: Maximum of 20 visitors and a maximum of 10 vehicles per unit visiting.

3.13. RESALE OF PROPERTY

- 3.13.1. The concept of this Estate imposes certain restrictions on the manner in which Estate Agents may operate herein. In order to ensure that the rules applicable to ALEMA, which regulate property ownership and occupation of the premises on the Estate are made known to new residents, the following rules relating to re-sale of property shall apply:
- 3.13.2. Should an owner want to sell his property, only an accredited Estate Agent may be selected to manage the sale;
- 3.13.3. Estate agents and stand owners are not permitted to erect any "for sale" or "show house" or "to let" signage boards without the permission of ALEMA.
- 3.13.4. The door-to-door distribution of leaflets, brochures or any marketing material is not allowed in the Estate.
- 3.13.5. The accredited agent must ensure that the buyer is informed of and accepts a copy of the Management and Conduct Rules, Architectural Guidelines, Building Contractors Code of Conduct and any other administrative regulations and documentation applicable at the time.
- 3.13.6. A clearance certificate must be obtained from the Boards of Directors of ALEMA and PALHOA prior to any transfer of the property.
- 3.13.7. The Seller of a property on the Estate shall ensure that the agreement contains the following wording as reflected against the title deed of the property:
- 3.13.8. SUBJECT to the following conditions imposed by Decacel Proprietary Limited, Registration number 2010/013763/07 and in favour of and enforceable by ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08:
 - 3.13.8.1. All owners of erven in the township shall furthermore, through acquiring a property in the township, acquire a proportionate share in the liability in the upkeep of the township, the aforementioned owners of property within the township thus being proportionally liable for expenses incurred by the hereunder mentioned ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC,

- Registration Number: 2012/065761/08 to maintain the township and the erven.
- 3.13.8.2. In order to take responsibility for the obligations of the owner. The ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 was registered by the township developer and all owners of erven in the township shall, by virtue of their ownership, become members of this company and shall be subject to the Memorandum of Incorporation of the Company and be liable to comply with any Management and Conduct Rules as from time to time implemented by the Company.
- 3.13.8.3. The owner of the erf or any subdivision thereof or having any interest therein shall not be entitled to transfer the erf or any subdivision thereof or any interest therein, or any unit thereon without a clearance certificate issued by the aforesaid ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to the effect that all monies due and payable by the said owner to it have been paid and that the owner is materially in compliance with the provisions of the aforesaid Memorandum of Incorporation and/or Conduct Rules issued in terms thereof.
- 3.13.8.4. The PROPERTY is sold subject to the conditions imposed and enforceable by the original developer or its nominee as contained in the property's title deed. In the event of the sale of a property , a stabilization fund levy for the benefit of ALEMA in terms of which 0,25% (comma two five percent) of the *gross purchase price* of all full title stands and sectional title units sold, or in the case of exchange or donation or sale of a majority shareholding thereof, 0,25% (comma two five percent) calculated *on the market value* (as determined by a registered valuator) shall be payable by the purchaser or donee for the benefit of the stabilization fund, which fund shall be utilised for the sole benefit of the members of ALEMA, which benefit shall include and not be limited to the creating a fund with a view to providing the means (or part thereof) of replacing any part of the engineering services in the development area and/or undertaking work of a capital nature in or in connection with the development area.
- 3.13.8.5. Building Period**
As per sales agreement with the developer Decacel (PTY) LTD, the property owner shall have 3 years and 9 months to complete the dwelling and obtain a municipal occupation certificate, which must be lodged with the ALEMA office, with in the given period.
Failure to comply herewith will result in a fine of 15 % of the original purchase price, divisible by twelve and payable monthly, in advance, until submission of the Municipal Occupation Certificate to ALEMA.

3.14. UNDEVELOPED STANDS (INCLUDING STANDS WITH UNCOMPLETED HOUSES)

- 3.14.1. Uncontrolled growth of veld grass, weeds and other vegetation creates fire, health and security risks.
- 3.14.2. The ALEMA Board of Directors. Will ensure that all vegetation longer than 300 mm will be cut and the cost hereof recovered from the Owner on a monthly basis at an amount decided annually.