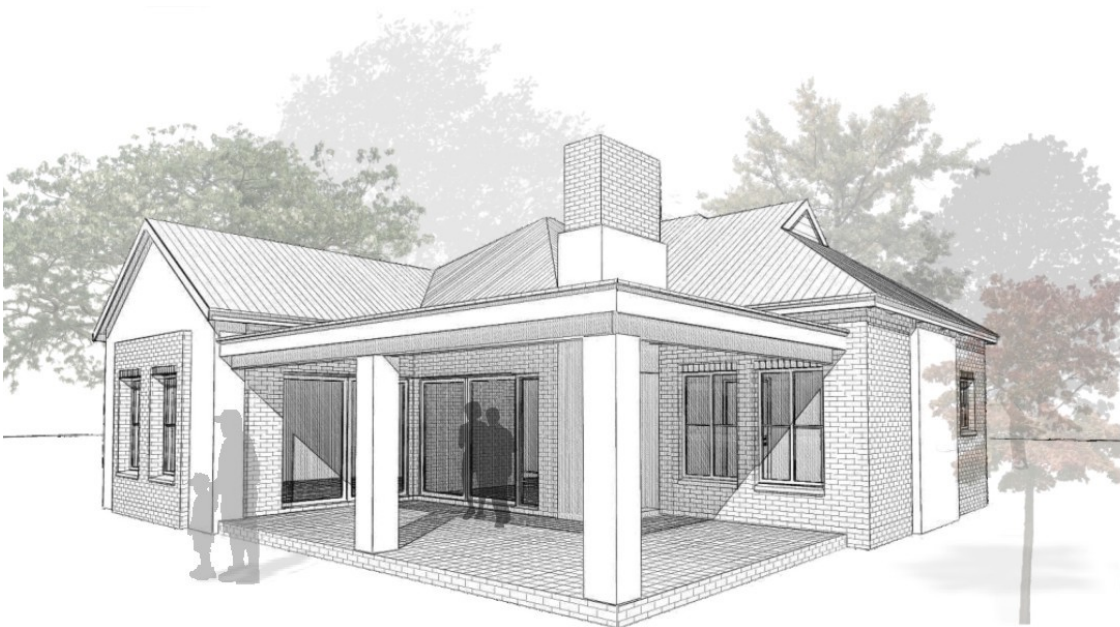




Conduct Rules

Updated AGM 2021



MACADAMIA @ THE ALOES
HOME OWNERS ASSOCIATION NPC

CONDUCT RULES

updated 2019 – 03 – 14

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 Macadamia @ 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, while relaxing in the knowledge that assistance as well as a Care Centre offering related services subject to agreed arrangements, is near at hand should the need arise therefor.
- 1.2. The Conduct Rules (rules) have been formulated in terms of the Memorandum of Incorporation of Macadamia Home Owners Association (MATA) 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 MATA 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 Macadamia @ The Aloes.
- 1.5. Members and residents agree not to commit any actions or omissions which may impact negatively on MATA and/or its members.

2. ADMINISTRATION AND FINANCIAL CONDUCT WITHIN MATA

2.1. DIRECTORS

- 2.1.1. The Board of Directors of MATA (The Board) consists of a minimum of 1 and a maximum of 3 Directors.
- 2.1.2. Matters pertaining to MATA are managed by the Board which may exercise all competencies due to MATA.
- 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 MATA.
- 2.1.4. The Board may in accordance with the Memorandum of Incorporation of MATA, also make decisions with reference to:
 - 2.1.4.1 The promotion of the objectives of MATA.
- 2.1.5. The improved management of matters pertaining to MATA or the promotion of the interests of Members or the regulation of Board or General Meetings and the management of activities in general;
- 2.1.6. The appointment of committees.
- 2.1.7. The Board may not make decisions which are contrary to the Memorandum of Incorporation of MATA or in conflict with the aims and objectives of MATA and or the Aloes Lifestyle Estate Home Owners Association (ALEMA)
- 2.1.8. The Directors of MATA 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 MATA to approve the Management and Conduct Rules of the respective Home Owners Associations who are members of MATA.

2.2. LEVIES

- 2.2.1. It is recorded that in view of the association's (Macadamia) membership of ALEMA, the board of a 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. 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.
- 2.2.8. A late payment Levy, decided by the directors, of Levies not settled timeously will be imposed.
- 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. It is recorded that in view of the association's (Macadamia) age limitations all home owners are required to enter into a contract with Macadamia Care NPC which will incur a varying degree of Levy as per the signed agreement.
- 2.2.12. MATA has the authority to collect levies from its Members, to pay for expenditures made by MATA or expenditures which the Board may within reason anticipate MATA 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 MATA, 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 MATA and ALEMA respectively
- 2.2.13. All levies are payable monthly in advance before the 1st day of each and every month.
- 2.2.14. 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 MATA. 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.

- 2.2.15. In the event that the Board of Directors of MATA 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 MATA's legal costs on an attorney and own client basis.
- 2.2.16. The Member chooses his *Domicilium Citandi et executandi* for purposes of service of any document as the unit or stand as situated in the Macadamia Village, unless he has supplied an alternative physical address in writing to MATA.

2.3. MEETINGS

- 2.3.1. MATA will conduct General and Special Meetings as required in MATA 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 MATA meetings, voting rights will be exercised in terms of the MOI of MATA.

2.4. MEMBERSHIP

- 2.4.1. Membership of the Macadamia @ The Aloes Home Owners Association (herein later referred to as (MATA)) is limited to the registered owners of stands and the owners of Sectional Title units, and Life right owner in Macadamia @ The Aloes. Membership is automatically conferred as soon as a stand is registered in a person's name or Sectional Title Unit is registered and or a life right is purchased.
- 2.4.2. Membership of the Macadamia @ The Aloes Home Owners Association (MATA) is terminated as soon as the Member ceases to be a registered owner of a stand or of a Sectional Title unit (in terms of the Body Corporate rules) or sells their life right, in Macadamia @ The Aloes.
- 2.4.3. The registered owner of a stand or Sectional Title unit or Life right property right may not resign as a Member of MATA or Body Corporate as the case maybe.
- 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 MATA and strictly comply with all rules made by MATA.
- 2.4.5. It is recorded that MATA 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 Macadamia @ the Aloes forms part). The rules of ALEMA shall also be applicable to all members.
- 2.4.6. All owners in MATA are members of ALEMA as fully described in the Management and Conduct Rules of ALEMA.

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 MATA 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 MATA 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 MATA 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 MATA, 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 Macadamia @ 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 MATA (Freeholds, Assisted Living, Sectional Title schemes, Life Rights schemes)

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. AGE RESTRICTION

- 3.2.1. There will be no restriction on the age of a Purchaser.
- 3.2.2. No Resident may be of an age of 45 years or younger.
- 3.2.3. Approval from the Board of Directors of MATA will be required should any Resident be under the age of 45 years.
- 3.2.4. Should a situation arise where residents needs to accommodate a person for a period of longer than 30 consecutive days, such application may be made in writing to the MATA Board for their consideration and if found to hold merit their said decision shall be at the discretion and shall be final

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

- 3.3.1. A stand may be used solely for residential purposes by the Member himself, his family: Spouse, Partner of child is over 45 years and a maximum of two domestic workers, and or tenants.
- 3.3.2. 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.
- 3.3.3. No business activity may be conducted on any stand or unit which is not zoned for business activities.
- 3.3.4. 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.

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

- 3.4.1. 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.
- 3.4.2. All screen- and boundary walls, fences, hedges and pavements must at all times be maintained in a neat and tidy state.

- 3.4.3. Members shall take the necessary steps to ensure that the security fence/wall surrounding the Estate is not damaged and/or removed.
- 3.4.4. Nothing may be attached to the security fence/wall surrounding the Estate without prior written consent from the Board.
- 3.4.5. No Member may substitute the existing fence/wall surrounding the Estate with any alternative without prior written consent from the Board.
- 3.4.6. 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.
- 3.4.7. All other signboards within the boundaries of the Estate are to be displayed only in accordance with the rules determined by The Directors.

3.5. BUILDING

3.5.1. Architectural Regulations

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

3.5.2. Building General

No member may:

- 3.5.2.1. 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 MATA, 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.
- 3.5.2.2. A detailed plan of such extension or alteration or addition must be submitted to the ALEMA and MATA Board of Directors for approval, such plans must be in accordance with the aesthetic rules of Macadmia @ The Aloes. After submission to the Board of Directors, the plan should then be submitted to the local authority for approval (if applicable).
- 3.5.2.3. The outside Aesthetics of units cannot be changed without authorization from the ALEMA and MATA Board of Directors or their appointed Architect.

3.5.3. Building Period

- 3.5.3.1. As per sales agreement with the developer Decacel (PTY) LTD, the property owner shall have 5 years and 9 months to complete 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.
- 3.5.3.2. the dwelling and obtain a Municipal Occupation Certificate, which must be lodged with the ALEMA office, within the given period.
- 3.5.3.3. 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

3.5.4. Building Regulations

- 3.5.4.1. 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 MATA in all respects.

3.5.4.2. 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”.

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

3.6. COMMON AREAS

3.6.1. 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.

3.6.2. Plants must not be damaged or removed from any common area.

3.6.3. Residents' and their visitors' use of the open areas is entirely at their own risk at all times.

3.6.4. No activities may be conducted in the open areas if they cause a nuisance to other residents.

3.6.5. No firearms, catapult, bow and arrow or any other weapon or any other weapon or pellet guns may be discharged in the estate.

3.7. ENVIRONMENTAL MANAGEMENT

3.7.1. 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.

3.7.2. No rubble or refuse should be dumped or discarded in any public area, open area, streets or water features.

3.7.3. Flora may not be damaged or removed from any open areas.

3.7.4. Fauna of any nature may not be chased or trapped in any public area.

3.7.5. 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.

3.7.6. Residents must ensure that declared noxious flora are not planted or growing in their gardens. (Annexure – AL-D)

3.7.7. Swimming pool water may only be discharged into the storm water system.

3.7.8. 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.

3.8. MACADAMIA CARE

3.8.1. MATA is required to ensure there is a Care Service available to all residents of MATA and as such is required negotiate and enter into a Association Care Availability Agreement with a Care Service Provider.

3.8.2. It is compulsory that every member of MATA is obligated to enter into an Individual Care Availability Agreement with MacCare NPC.

3.8.2.1. Annexure Mac-A – refers to Assisted Living Sectional Title;

3.8.2.2. Annexure Mac-B – refers to Freehold Assisted living;

3.8.2.3. Annexure Mac-C – refers to Freehold with Care Centre;

3.8.2.4. Annexure Mac-D – refers to Attentive Care Agreement;

3.8.2.5. Annexure Mac-E – refers to Memory Care Agreement;

3.8.2.6. Annexure Mac-F – refers to the individual Care Availability.

- 3.8.3. Macadamia Care NPC reserves the right to allow younger residents who are in their opinion handicapped or in need of services rendered by the Care Centre, to be admitted on terms and conditions to be agreed to.
- 3.8.4. Macadamia Care NPC will be the sole provider of care for all freehold dwelling units' residents in the assisted living section of the village. Casual Care and care workers will not be permitted on the property. Any exceptions to this must be authorized by the Management of the Care Centre in writing at their sole discretion.
- 3.8.5. Macadamia Care NPC reserves the right of acceptance of any applicant into the freehold dwelling units. All applicant residents will be interviewed by Care Centre Management. Documentation including an application form, medical report, assessment form etc. must be completed prior to acceptance. If the applicant is accepted, a service agreement will then be signed by both parties detailing level of care and payment therefore. This will normally be in line with the standard levels of service and levies offered but can include additional services /charges according to the needs of the resident.
- 3.8.6. When an existing freehold dwelling unit resident requires additional care, the resident will be obliged to complete the Macadamia Care NPC application form including obtaining a full medical report. Macadamia will assess these documents together with the medical Practitioner. The residents' condition will be appropriately categorized and a fee agreed for the service required. Charge will from time to time be increased as a result of inflation or extra services in the residents' health depending on the residents state of health.
- 3.8.7. When a freehold dwelling unit resident is in need of Care which cannot be reasonably provided in the dwelling unit, in consultation with the resident, medical practitioner and family, Macadamia Care will move the resident from the dwelling unit to a more appropriate facility in the Care Centre. The cost of this will be determined at the time and agreed upon.

3.9. NEIGHBOURLINESS

- 3.9.1. 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.
- 3.9.2. 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
- 3.9.3. Washing should only be hung on lines screened from the street and neighbours.
- 3.9.4. Refuse, garden refuse and refuse bags may not be placed on the pavement, except early on day of collection.
- 3.9.5. No advertisements or publicity material may be exhibited or distributed without the consent of The Board of Directors
- 3.9.6. No fireworks of any description may be used anywhere on the estate.
- 3.9.7. No habitation of any mobile home or caravan or trailer on the estate will be permitted, unless in an enclosed garage or enclosed area.

3.10. PETS

The new Policy does not require current pets to be removed. But no Pet in Macadamia Village may be replaced without the Directors permission. Notwithstanding that the consent of the Association may have been given for the keeping of a pet, no aviary, kennel or other like accommodation for such pet may be sited at any place where it may be visible from any other dwelling unit or from the common property. Residents shall be restricted to two domestic pets only. In the event of such resident on the date of occupation having more than two domestic pets, the

owner shall immediately notify the Directors hereof. Such domestic pets, providing that it does not exceed 2 pets, shall be entitled to remain in the Development for the duration of their life.

Any pet that causes any nuisance, disturbance, inconvenience and/or annoyance to any other owner and/or occupier, particularly in the form of barking and/or meowing, shall be permanently removed from the Development. Any resident who has been granted authority to keep or harbour any animal, or pet shall ensure that such animal does not foul any part of the common property or otherwise cause any nuisance. Residents concerned will be responsible for cleaning up any fouled common property and/or for any damages incurred by such animal.

Any resident who has been granted authority to keep or harbour any Pet shall be required to complete a Pet Registration form before bringing the animal into the development, and shall be responsible for keeping the details contained on the form up to date at all times.

If the pet is allowed outside the home at all, it is to be tagged with the owner's name and telephone number and in the case of cats and dogs it is to have an ID chip implanted.

Only domesticated household pets will be allowed in the development. No exotic pets or domesticated wild animals will be allowed.

Dogs shall not be allowed to wander about freely in the Development. Dogs taken for a walk must be on a leash and should the dog defecate, the faeces must be picked up by the owner using a method of his / her choice.

Pets shall not be kept, bred or used for any commercial purpose. All pets must receive proper veterinary care, including all appropriate vaccinations; must be well groomed; and must be given a healthy diet and exercised according to their needs.

The following animals will be considered for authorisation (subject to change without prior notice):

Dogs

Fish

Birds

The following animals will not be considered for authorisation (subject to change without prior notice):

Cats

Rodents

Reptiles

All animals allowed into the development shall be neutered at the cost of the Owner/Occupier before entry is permitted.

No pets may be accommodated on a short-term basis in the development. Food will not be left outside where it may attract other animals. Feeding or caring for stray animals is prohibited. Injured or stray animals should be reported to the local animal control authority for pick-up.

Pet owners are responsible for any damage to common areas caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of each pet owner.

Pet owners who, in the sole opinion of the Care Centre Manager, in consultation with the Directors of MATA, are either not capable of caring for their pets or who do not exercise sufficient care of the pet as would be expected of a reasonable person, will have their pets removed to the premises

of the local animal welfare organisation in the interest of the animal, the health of the pet owner and other residents.

Should any damage of whatsoever nature be caused to the common property by the pets belonging to an owner, an occupant, his family, his tenants or his visitors, the resident shall be liable to reimburse the Association as the case may be, for the cost of repairing such damage.

The Board of Directors of MATA reserves the right to request the owner to remove his pet should it become a nuisance on the Estate.

Adopted MATA Board (day/07/2019) Notified and Ratified AGM 2021 ((date/Month)2021).

THE FOLLOWING RULES SHALL APPLY TO THE FOLLOWING MEMBERS OF MATA - Assisted Living, Sectional Title schemes.

Pets are not allowed.

Adopted MATA Board (day/07/2019) Notified and Ratified AGM 2021 ((date/Month)2021).

3.11. SECURITY

3.11.1. 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.

3.12. STREETSCAPE

3.12.1. Each stand owner is responsible for maintaining the area between the kerb and the boundary of his property in a clean and pleasing condition.

3.12.2. 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.

3.12.3. 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.

3.12.4. Building material may not be dumped on the sidewalks under any circumstances.

3.12.5. 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.

3.12.6. 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

3.12.7. 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.

3.13. STREETS / VEHICLES

3.13.1. The streets of Macadamia @ 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.

3.13.2. Speed limit is restricted to 30km per hour.

3.13.3. 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.

3.13.4. 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.

- 3.13.5. 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.
- 3.13.6. Only licensed drivers may operate and drive licensed vehicles in the streets.
- 3.13.7. Engine powered vehicles are not allowed to drive anywhere except in the streets of the Estate.
- 3.13.8. 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.
- 3.13.9. Parking on sidewalks is prohibited;
- 3.13.10. The use vehicles with noisy exhaust systems is prohibited;
- 3.13.11. The use of vehicle hooters to beckon or attract attention, other than in terms of normal traffic safety, is prohibited. The lighting or discharging of fireworks within the village is strictly prohibited.
- 3.13.12. The recreational riding by children of bicycles, roller skates, skateboards or scooters within the village is not permitted. Adult residents will however be entitled to ride their cycles from their residence to the entrance and beyond.
- 3.13.13. All road and traffic signs must be adhered to as well as road traffic rules.
- 3.13.14. Pedestrians will have the right of way.
- 3.13.15. Heavy vehicles may only be parked on or left on an erf for the duration of loading and offloading of goods.
- 3.13.16. 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.

3.14. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

- 3.14.1. Should any owner let his property, he/she shall notify ALEMA and MATA 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 and Care Centre Clearance Certificate are to be lodged with ALEMA before an Access Certificate will be issued.
- 3.14.2. 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.
- 3.14.3. 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.
- 3.14.4. 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.
 - 3.14.4.1. The occupants of any property within the Estate are allowed to have the following number of visitors and vehicles:
 - 3.14.4.2. Residential I Stands: Maximum of 30 visitors and a maximum of 15 vehicles per stand visiting.
 - 3.14.4.3. Residential II Stands: Maximum of 20 visitors and a maximum of 10 vehicles per unit visiting.

3.15. RESALE OF PROPERTY

- 3.15.1. 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:
- 3.15.2. Should an owner want to sell his property, only an accredited Estate Agent may be selected to manage the sale;
- 3.15.3. 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.
- 3.15.4. The door-to-door distribution of leaflets, brochures or any marketing material is not allowed in the Estate.
- 3.15.5. 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.
- 3.15.6. A clearance certificate must be obtained from the Boards of Directors of ALEMA and MATA prior to any transfer of the property.
- 3.15.7. A clearance certificate must be obtained from the Administration of Macadamia Care prior to any transfer of the property.
- 3.15.8. 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:
- 3.15.9. 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:
- 3.15.9.1. 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.
- 3.15.9.2. 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.
- 3.15.9.3. The owner of the erf or any subdivision thereof or having any interest therein, or any unit as defined in terms of the Sectional Titles Act 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.

3.15.9.4. 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.

3.15.10. In the event of the sale of a property, the prospective purchaser shall make payment to MATA of a "buy-in levy" calculated at 1% of the gross purchase price of the property with a minimum of R10,000.00, which buy-in levy may be amended from time to time by MATA, and which shall be used solely for the benefit of members of MATA.

3.15.11. 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, within 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.

4. THE FOLLOWING RULES SHALL APPLY TO THE FOLLOWING MEMBERS OF MATA - Assisted Living, Sectional Title schemes, Life Rights schemes, Marlothi 1 – 12.

4.1. DOMESTIC HELP

4.1.1. Domestic service is included in the Care Centre Services.

4.1.2. No outside domestic help or any other regular assistance from outside the village will be permitted without the written consent of Macadamia care Centre. Consent by the MATA Board will only be granted in extraordinary cases.

4.1.3. Any such domestic help will be subject to the ALEMA Access policy.

4.2. LAUNDRY SERVICES

4.2.1. Laundry service are included in the Care Centre Services.

4.2.2. All laundry must be clearly marked with the resident's name.

4.2.3. No exposed laundry is allowed outside the unit or on patios.

4.3. NUMBER OF OCCUPANTS

4.3.1. No more than two permanent residents per unit within the freehold assisted living section will be permitted unless prior approval is obtained in writing from the Board of Directors; or

4.3.2. approval is obtained in writing from the Board of Directors or Life right Owners.

5. THE FOLLOWING RULES SHALL APPLY TO THE FOLLOWING MEMBERS OF MATA - Freeholds

5.1. BUILDING PERIOD

5.1.1. 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.

5.1.2. 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.

5.2. DOMESTIC HELP

5.2.1. Domestic help or any other regular assistance from outside the village will be permitted on condition that the domestic help is registered as per above ALEMA access policy.

5.3. LAUNDRY SERVICES

5.3.1. Laundry service are provided by the Care Centre should they be required.

5.3.2. Prior arrangements are to be finalized in writing between Resident and Mac Care.

5.3.3. All laundry must be clearly marked with the resident's name.

5.3.4. No exposed laundry is allowed outside the unit or on patios.

5.4. UNDEVELOPED STANDS (INCLUDING STANDS WITH UNCOMPLETED HOUSES)

5.4.1. Uncontrolled growth of veld grass, weeds and other vegetation creates fire, health and security risks.

5.4.2. 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.