



**XANADU NATURE ESTATE**

**HOMEOWNERS' ASSOCIATION**

**CODE OF CONDUCT**

	Approved by
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<b>Job Title</b>	Chairperson for the Board of Trustees
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# Table of Contents



<b>A</b>	<b>HOMEOWNERS ASSOCIATION'S RULES.....</b>	<b>3</b>
1	General.....	3
2	Roads.....	4
3	Traffic and Vehicles.....	5
4	Access control and security.....	6
5	Landscaping and Maintenance.....	7
6	Facilities and functions:.....	9
7	The use of units.....	11
8	Businesses.....	12
9	Signage.....	14
10	Noise and nuisance.....	14
11	Pets.....	16
12	Fauna and Flora.....	18
13	Refuse.....	19
14	Alienation.....	19
15	Building Rules and Manager Regulations.....	21
16	Approval.....	22
17	Madibeng Municipality By-Laws.....	22
18	Penalties.....	22

## **A HOMEOWNERS ASSOCIATION'S RULES**

### **1 General**

- 1.1 The Rules herein set out are such Rules as are applicable on the date as approved by the Board of Trustees and subsequent distribution thereof on the Glovent portal (hereinafter referred to as the date of publication). The Rules may be varied, altered, or changed by the Board of Trustees with notice to the Members.
- 1.2 These Rules are made by the Trustees in terms of the Constitution. In as far as these rules may vary or be in conflict with any previous rules, the terms and conditions of these rules will prevail. These rules are applicable from the date of publication, regardless of when any specific incident took place.
- 1.3 These Rules are binding on all members, residents, their spouses, and children as well as visitors, contractors, subcontractors and agents and anyone else who enters the Estate. The Trustees may alter, change, amend, or add to these Rules as and when deemed necessary to ensure the happy and ordinarily co-existence of owners and/or residents. These Rules will be enforced by the Board and the Manager.
- 1.4 In the Rules, the word Manager shall include any person appointed by the Board of Trustees in a managerial capacity and is not limited to the operational-, and or financial Managers.
- 1.5 In the event of annoyances, disputes, or complaints for any reason between members, visitors, or guests, the involved parties shall first endeavour to settle the matter between themselves amicably, exercising understanding, tolerance and consideration before escalating the matter to the manager for mediation.
- 1.6 It is not the function of the Board of Trustees or the Manager to get involved in neighbourly disputes and members are urged to resolve neighbourly disputes amongst themselves.
- 1.7 These Rules are published for the ordinary co-existence and therefore enforced by the Board and Manager in its sole discretion for the purposes of creating harmonious coexistence within the Estate.
- 1.8 Any penalty or fine issued in terms of these rules or manager regulations shall form part of the levies due by the member of the Association.
- 1.9 These rules shall include both the conduct rules as set out below as well as the Architectural and Building Rules (hereinafter referred to as the Aesthetic Rules) as well as the manager regulations (hereinafter jointly referred to as the Rules). Members, residents, visitors, contractors, sub-contractors and employees as well as anyone entering the Estate shall do so subject to the Rules and undertakes to strictly comply therewith.
- 1.10 With respect to managerial regulations, the board will from time to time approve additional Rules and/or guidelines, which will be issued by the Manager as managerial

regulations either via the Estate's communication portal or via notice boards. These managerial regulations shall have the same effect as if they have been published by the Board and shall form part of these rules.

- 1.11 Members are advised to specifically take note of the fact that these rules apply between the Association and its members and should be read in addition to the responsibility of Members to comply with National-, Provincial- and Municipal Legislation and in particular Municipal By-Laws. Members are advised to specifically take note of the Municipal Bylaws applicable within Madibeng as it will be expected of Members to strictly adhere thereto.
- 1.12 As a consequence of the aforesaid, and in order to ensure a safe and relaxed living environment for all in Xanadu Nature Estate, it is important that everyone must respect the rights of everyone else co-habiting within the Estate. To ensure that this is achieved, the members and visitors to the Estate shall be obliged to adhere to and comply with both the rules and the By-Laws.
- 1.13 In as far as any member, resident, visitor, employee or contractor fails and/or neglects to comply with the rules and/or By-Laws, the Estate shall be entitled to issue a penalty in the form of a fine as provided in the Schedule of Fines. If no such penalty or fine exists, the Board shall determine the relevant penalty, in their sole discretion which shall then become part of the Member's levy account.
- 1.14 In addition to the above penalty, to ensure compliance with the rules and by-laws, the Board is entitled, and may upon their own discretion, institute such legal action against any transgressor in question as the law may permit, whereof such costs will be payable by the transgressor on an attorney and own client scale.

**2 Roads**

- 2.1 The Roads within the Estate are situated on private land and are therefore private in nature, resulting in the same being explicitly subject to the Rules of the Board of Trustees.
- 2.2 Notwithstanding that the roads within the Estate are private in nature, the general principles applicable with respect to travelling on a road as envisaged in the National Road Traffic Act (Act 93 of 1996), as amended as well as the Road Ordinance 22 of 1957 and their respective regulations shall find applicability, for example, travelling on the left side of the road, not driving under the influence of alcohol or any other substance, adhering to road signs and keeping to the speed limits and safely travelling upon the roads situated within the Estate not causing a nuisance or harm to any other person or animal.
- 2.3 Speed limits apply within the Estate and must be adhered to at all times. The speed limit on the Estate roads is 40km/h, and 20 km/h on the low water bridge. Speed cameras as installed within the Estate and penalties will be raised for transgression of the aforesaid speed limits.

- 2.4 As a family-oriented nature estate, please drive slowly and cautiously, duly paying regard to other road users including but not limited to pedestrians, children, domestic animals, birds and wildlife.
- 2.5 All road signs must be strictly obeyed and adhered to at all times by residents, employees, contractors and visitors while in the Estate, failure to adhere to such will result in penalties being implemented accordingly.
- 2.6 If any individual entering the Estate threatens or verbally abuses the security, drives recklessly, or is found to be under the influence, the police will be notified and requested to assist and handle the situation accordingly, within the Laws of the Republic. The security personnel are equipped with body cameras and the necessary footage will be made available for the purpose of assisting Law Enforcement in any prosecution that might follow. Any person found to be abusing Estate personnel, security officials, or agents acting on behalf of the Estate will also be subjected to legal action and penalties.
- 2.7 All vehicles must keep to the designated roads within the Estate, as specifically designated for the specific purposes.
- 2.8 The security gravel road around the parameter of the Estate is for the sole use of the security, management, and estate maintenance. It is not to be utilised by any other vehicle, as visitor parking, or for any other reason whatsoever.

### **3 Traffic and Vehicles**

- 3.1 The use of bicycles is allowed on the Estate and may be ridden on the roads. If specific areas are designated for the riding of bicycles, bicycles shall be ridden within the boundaries of such designated areas.
- 3.2 Parents are responsible for ensuring that their children do not play in the roads and are solely responsible for ensuring that children ride bicycles on the roads responsibly and cautiously, whilst adhering to all rules of the road as per the Rules of the Board of Trustees, The National Traffic Road Act, as amended and the Traffic Ordinance as aforementioned.
- 3.3 Only registered, roadworthy and licenced vehicles driven by a person holding a valid driver's license, and able of driving on a public road are allowed within the Estate. The use of unlicensed vehicles or a vehicle driven by a person not holding a valid driver's license will attract a fine.
- 3.4 It is an offence in South Africa to drive under the influence of alcohol, negligently or recklessly, or in any way deliberately disregarding the safety of the elderly, pedestrians and wildlife in any manner, and the same is applicable within the Estate.
- 3.5 Vehicles may only be parked in areas specifically designated for that purpose. No vehicles are allowed to park or drive in parks, on pavements, walkways, paths, or walk trails and these are expressly off-limits. Moreover, no vehicle may be parked on any

portion of the common area/s or in front of your neighbour's garage without the Managers prior consent, or the neighbour's prior consent, as the case may be.

- 3.6 No vehicle may be parked on or in the facility of any entrance to an erf or unit so that it protrudes over or on the road reserve of the common area.
- 3.7 Any vehicle parked or abandoned in the common area for a period exceeding 48 hours may be removed or towed away at the risk and expense of the owner, by the Manager.
- 3.8 A vehicle shall not drive anywhere other than on the roads designated for that purpose. No vehicle shall be driven in any manner which creates a nuisance or is considered by the Trustees or the Manager to be unsafe or which contravenes any of the aforesaid.
- 3.9 No commercial vehicles or trucks (except for the purpose of effecting delivery), caravan, trailer, or both may be parked in the common area or on vacant stands at any time.
- 3.10 Garage doors should generally be kept closed unless occasional regular access to a garage is required. Boats and caravans must be concealed inside garages. Domestic trailers may be stored on the property provided that they are screened from the street. Members should specifically acquaint themselves with the additional terms and conditions applicable to garages and driveways as regulated under the Architectural and Building Rules.
- 3.11 No motorised vehicle of any description not requiring a licence and road-worthy certificate, save for civil electrical construction vehicle or TLB, may be used in the Estate.
- 3.12 Under no circumstances are electric golf cars, electric bikes, electric scooters, quad/off-road bikes, or hoverboards allowed on any part of the roads and common areas or on the walkway, path, pathway, walking trail, or pavement within the Estate.

#### **4 Access control and security**

- 4.1 All persons entering the Estate must strictly comply with all security measures and access control procedures implemented from time to time by the Association.
- 4.2 Anyone who enters the Estate does so at their own risk and undertakes to adhere to the rules of the Estate and consent to the storage of his/ her personal information in terms of the Estate's Protection of Private Information provisions as contained in the constitution read with these rules.
- 4.3 The provisions of these rules shall be supplemented by way of an additional ingress and egress regulation issued by the Manager from time to time and shall be read in conjunction herewith. In the event of any discrepancy between these rules and the managerial regulation, the latter shall prevail.
- 4.4 No firearm, pellet gun, catapult, slingshot, bow and arrow, or any other weapon of any other sort may be brought onto any part of the common areas and no firearm may be discharged within the Estate. Under no circumstances is anyone entitled to shoot at or aim at any wildlife.

- 4.5 Members are entitled to utilise security service providers of their choice. Unfortunately, due to the security of the larger community, security protocols are in place for any service provider not associated with the Estate and these outside security service providers will have to gain access to the Estate via the normal access regulation that applies to any other visitor to the Estate. The installation of burglar alarms is strongly encouraged. These alarms must operate as silent alarms. The option is provided to members who utilise the Estate's Security as their preferred service provider to link the alarm system to the Estate's Security Control room.
- 4.6 No open fires of any kind are permitted anywhere on the Estate except in designated fireplace and/or braai areas. No fireworks of any description may be used anywhere in the Estate.

## **5 Landscaping and Maintenance**

- 5.1 Every owner has a responsibility to the community to maintain and establish the pavement area between the road kerb and the boundary of his property, to the satisfaction of the manager, which includes watering of any lawn, trees, plants and shrubs.
- 5.2 No landscaping features on the Estate (whether on the sidewalks or elsewhere) may be removed or altered without the prior written consent of the Estate Manager. Damage to kerbs, traffic signs, lampposts and other road markings (whether by Members, Residents, or visitors) will be for the account of the relevant Member.
- 5.3 In particular, no trees, plants, or pavement lawn may be removed without the permission of the Estate Manager and if the pavement lawn, trees and/or plants are damaged in any way including as a result of building activity, it is the member's responsibility to reinstate the lawn area to the satisfaction of the Estate Manager who will reinstate any damage at the owner's expense, the costs of such reinstatement will form part of the levy payable during the month of such reinstatement. The same Rule as above applies to all parks and common property areas.
- 5.4 Landscaping by owners on the pavement area should not interfere with pedestrian access, passers-by, or obscure the vision of motorists. The position of trees to be planted must be cleared with the Estate Manager prior to being planted.
- 5.5 No member is permitted to cut or remove any trees in the area between the road kerb and the boundary of his property.
- 5.6 Owners are encouraged to make use of indigenous plants in their private gardens as far as practically possible. The Trustees may in their sole discretion demand of an owner to remove any undesirable or invasive species. A list of preferred and undesirable plants is included in the Architectural and Building Rules and the same can be obtained from the manager in the form of a manager regulation.
- 5.7 No member or resident shall permit the growth of or plant any noxious and/or alien vegetation.

- 5.8 No garden fences, walls, screen walls and/or similar features may be installed by the member without the prior written consent of the Estate Manager.
- 5.9 Building materials, rubble, or other refuse, such as garden material, may not be dumped on pavement areas, vacant stands, or public areas under any circumstances.
- 5.10 Vacant stands must be kept clean on a regular basis to the satisfaction of the Board of Trustees and if not so cleaned or cleared, the Trustees reserve the right to have the stand cleaned at the owner's expense, without notice, which costs will form part of the levy in the month it is debited.
- 5.11 Veld grass is to be cut down by the owners of vacant stands in January, April and October of each year, failing which the Trustees reserve the right to cut the veld grass in February, May and November respectively, without giving written notice, the cost being for the owners account and forms part of the levy.
- 5.12 Residents must maintain the units occupied by them as well as the erven upon which same is built, including all improvements thereon, and keep it in a clean, neat and tidy condition to the reasonable satisfaction of the Board of Trustees, having regard generally, to the high standard of maintenance applied throughout the Estate.
- 5.13 All garden fences, walls, screen walls and similar features installed by the residents with the approval of the Trustees, must be maintained by them in a neat and serviceable order and condition.
- 5.14 Failure to affect any necessary maintenance will entitle the Board of Trustees, as alluded to herein below, to effect the necessary maintenance and to claim the cost thereof from the member or resident concerned as a levy or enforce a penalty.
- 5.15 The house, garden walls internal boundary walls and outbuildings must be maintained and painted to the reasonable satisfaction of the Trustees. In as far as it had not previously been a requirement of the Board of Trustees for the aforesaid to be painted or plastered, the Board of Trustees may in their sole discretion from time to time make such determination, from which date and after giving the owner reasonable notice, the member shall maintain, paint or plaster same as may be requested by the Board of Trustees. In the event of any of the aforesaid requirements not receiving satisfactory treatment or attention, the Trustees, after giving the member at least 60 days' notice, shall be entitled, but not obliged, to undertake the necessary work at the owners' expense and such cost will form part of the levy in the month of debiting.
- 5.16 Improvements to units or erven are subject to the prior written approval of the manager or Trustees, as the case may be, who are entitled to approve or refuse same, on such terms as they deem fit, in their sole discretion. Subject to the aforesaid it is understood that all improvements may not conflict with the environmental management plan.
- 5.17 Members' attention is also drawn to the additional requirements as set forth in the Manager Regulations and Architectural and Building Rules and the same must be adhered to.



## **6 Facilities and functions**

- 6.1 All owners and their visitors visiting the Estate, inclusive of common areas and recreational facilities, do so purely at their own risk and the Association, its Trustees and Manager and Employees, accept no liability for any loss or damage of whatsoever nature.
- 6.2 No person may collect or remove anything from the common area, including but not limited to wood, stones, flora, fauna, or anything else found therein without the prior written consent of the Manager. In particular, no person may pick up or uproot any indigenous plant, or approach, disturb, attempt to feed, catch, harm, or kill any animal or bird.
- 6.3 Walkers and hikers must keep to approved footpaths at all times. Managerial regulations duly detailing park rules will be prominently displayed and walkers and hikers are obliged to adhere thereto.
- 6.4 No person shall dam or alter the flow of any watercourse, spring, or stream within the common area or on any erf.
- 6.5 Bathing or fishing in the dams is strictly prohibited. No domestic animal is allowed or permitted to swim in the dams.
- 6.6 The use of bird hides is restricted to bird watching only and should not be damaged. Any damage to the bird hides must be reported to the Management of the Estate.
- 6.7 All owners, their families, employees, contractors, tenants and visitors must adhere to the environmental management program (EMP), as issued by the developer initially, and as amended from time to time by the Trustees.
- 6.8 Common areas, at the sole discretion of the Board of Trustees, are for the use of the Xanadu residents only and where permitted, their visitors or guests.
- 6.9 All amenities and recreational facilities forming part of the Estate shall be used at the sole risk of the user. The Association (its trustees, employees and manager) will not be liable for any injury, loss, or damage suffered arising from the use of any such amenities and/or facilities.
- 6.10 The use of amenities and recreational facilities is restricted to residents and (where permitted) their visitors. All visitors must be accompanied by a member when using amenities and/or recreational facilities forming part of the Estate.
- 6.11 Children who have not yet attained the age of 12 (twelve) years must be accompanied by an adult member when using any of the amenities and/or recreational facilities forming part of the Estate.
- 6.12 If playground equipment is provided, at the sole discretion of the Trustees, same should not be damaged and must only be used by children under the age of 12 years whilst

under the supervision of their parents who take full responsibility for the use of such equipment by his or her child. The equipment is used at own risk.

- 6.13 Smoking is not permitted in the recreational facility or anywhere else in the common area.
- 6.14 Roller skating, rollerblading, skateboarding and cycling are permitted only in clearly designated areas and the Manager will publish regulations from time to time applicable to this area, which management regulations members and their visitors are strictly to adhere to.
- 6.15 The Manager will from time to time, and in his sole discretion, by way of Notice Boards, publish regulations applicable in the park area, common areas as well as recreational facilities. All members and their guests are obliged to strictly adhere to these regulations published, from time to time.
- 6.16 Combi-court bookings shall be done via the Glovent App and the following additional regulations pertaining to the combi-court shall be adhered to:
  - 6.16.1 Only recognised sport shoes and acceptable dress code shall be allowed on any part of the combi-courts;
  - 6.16.2 The court and equipment must be used with due respect for such and not be damaged;
  - 6.16.3 The court and equipment must be left in perfect order by players when they leave;
  - 6.16.4 The use of the combi courts is at the own risk of the person concerned, and no liability shall attach to the Association, its Trustees, the Manager, or their agents.
  - 6.16.5 The Manager reserves the right to cancel the booking in as far as any owner or resident who had made a booking has not commenced playing within 10 minutes from the booking time.
- 6.17 Social functions in excess of 50 guests are only allowed with the prior approval of the Manager, which the Manager is entitled to grant and/or refuse in accordance with such terms and conditions as the Manager may deem fit.
- 6.18 "Open" functions are not permitted, as there is no control over who enters the Estate. A list of invitees for large functions, especially when the number exceeds 50, should be lodged with the Manager simultaneously with the application for the consent to host the function.
- 6.19 Members are responsible for the conduct of their guests, visitors, employees and children, and are to ensure that the latter mentioned complies with the Constitution, Rules, and Manager Regulations, including the rules relating to the use of the roads within the Estate.

6.20 No tents or marquees are permitted within the Estate other than for Estate functions organised by the Board of Trustees or after having obtained the prior written consent of the Manager.

## **7 The use of units**

7.1 Units may only be used in accordance with its zoning. In this regard, it is understood that units would be used for private residential purposes only. No business activities of any nature may be conducted from the units without the prior written approval of the Trustees and the municipality.

7.2 No commercial farming activities are permitted.

7.3 No drilling of boreholes is allowed without the prior written approval of the Estate Manager and then only in accordance with the conditions of the approval thereof, if granted, which the Estate is entitled to refuse or grant upon such terms as it may deem fit.

7.4 No habitation of any mobile home or caravan on the Estate will be permitted.

7.5 No public auction will be held on or about the Estate, (whether from a unit or otherwise) without the prior written approval of the Trustees.

7.6 No subdivision of erven, consolidation of erven, or rezoning of units or erven, including the establishment of a sectional title scheme, shall be allowed without the prior written consent of the Board of Trustees, who is entitled to refuse such a request without having to give reasons therefore as the predominant rule pertaining to the aforesaid is that no subdivision, consolidation or rezoning, including the establishment of a sectional title scheme, is allowed within the Estate.

7.7 Where two residential stands are consolidated to form a larger stand, a double levy will be applicable to the consolidated stand. Should any consolidated stand again be subdivided, the original erf sizes must be honoured.

7.8 Under no circumstances may a house on a residential 1 stand be divided into two or more houses.

7.9 An owner may not subdivide a house either temporarily or otherwise for any reason whatsoever.

7.10 No more than one family may occupy a home or a single residential stand. A family is regarded as the immediate family of the owner or tenant if a house is rented, which includes the owner/tenant, the spouse or partner, children and/or parents and/or parents-in-law of the owner/tenant. The consent of the Board of Trustees must be obtained in writing should any other person reside with the family for more than one month at any given time.

7.11 Under no circumstances will a duet or a commune be allowed on the Estate.

- 7.12 The right to host functions at a unit is a privilege. In the event that a function is hosted where the number of guests exceeds 50 or the number of cars to access the Estate exceeds 8, prior permission of the Manager is required.
- 7.13 Members are responsible for the conduct of their visitors and guests. Members are to ensure that their visitors and guests comply to the Constitution, Rules and Manager Regulations and By-Laws.
- 7.14 No exterior speakers are permitted, and the level of any music played shall be limited so as not to cause or to be likely to cause a nuisance or disturbance to any other resident.
- 7.15 The activities of domestic staff should be tuned to such a level as not to cause a disturbance to neighbours.
- 7.16 In respect to the unit itself, no religious rituals or symbols may be visible or audible or take place on an erf or a unit, unless in respect of a symbol, the Manager's prior written consent is obtained, which the Manager is entitled to grant or refuse in his sole discretion, taking into consideration (in the Manager's sole discretion) whether such symbol will be offensive to other members or not.
- 7.17 Moreover, out of respect for all the diverse cultures and/or religions within the Estate, no religious rituals or symbols may be visible or audible or take place in any facility within the Estate or on any portion of the common property of the Estate unless the prior written approval is obtained from the Manager, who may grant or refuse same on such conditions as he may deem fit taking into consideration (in his sole discretion) whether the symbol to be used will be offensive to others or not.

## **8 Businesses**

- 8.1 As alluded to aforesaid Units shall only be used for residential purposes unless the Board of Trustees otherwise directs upon application to the Board of Trustees.
- 8.2 Members seeking the right to practise a profession or occupation from its dwelling house, shall, if the Municipality or the By-Law specifically makes provision for such and allows it, shall apply to the Board of Trustees to obtain such consent, which the Trustees are in their sole discretion entitled to approve or decline upon such terms as they may deem fit.
- 8.3 Applications from members shall only be considered by the Board of Trustees if such members when applying comply with all of the aforesaid conditions:
  - 8.3.1 Only the practise of a profession or occupation in or from any dwelling unit or dwelling house will be allowed; and
  - 8.3.2 The right shall only be granted to a member who permanently occupies the unit with his family; and

- 8.3.3 The right is subject to any bylaws of the local authority which shall strictly be complied with; and
  - 8.3.4 No industry or noxious activity shall be allowed; and
  - 8.3.5 No exhibition of goods in public, whether in a window or elsewhere, shall be allowed; and
  - 8.3.6 Only professions in respect whereof services are rendered shall be allowed and no professions or occupations regarding the sale of goods will be allowed; and
  - 8.3.7 No notice or sign boards except for notice or sign boards usually displayed at a dwelling house or dwelling unit to indicate the name of the occupant and number, shall be permitted; and
  - 8.3.8 The profession or occupation shall not interfere with the amenity of the neighbourhood; and
  - 8.3.9 No more than two employees may be employed; and
  - 8.3.10 No more than two cars parked in the area at any stage.
  - 8.3.11 Not more than 20% of the floor area of any house may be used for business purposes.
  - 8.3.12 Such right, if granted, shall only be valid for a period of 12 months.
  - 8.3.13 The aforesaid rights relate to specific individuals and specific business and are not transferable.
- 8.4 No business activity that would cause aggravation or nuisance to fellow residents may be conducted including but not limited to auctions, jumble sales and other similar activities.
- 8.5 The right to apply for business activities is limited to the owner of the erf.
- 8.6 Under no circumstances will the Trustees allow a Bed and Breakfast or Air BnB or short-term lease of less than 3 months operated from the Unit within the Estate, and these are strictly prohibited.
- 8.7 Where the Trustees deem that the number of vehicles are putting pressure on the security and other infrastructure of the Estate, they reserve the right to impose a higher levy on the business operator.
- 8.8 Manager regulations may from time to time be applicable and members shall once the regulation is published, from time to time strictly adhere thereto.

## **9 Signage**

- 9.1 No sign, notice, board, or advertisement of any kind whatsoever may be placed in the common area, a sidewalk in front of the erf or dwelling, or on/in the vicinity of any erf within the Estate with the exception of the standard building contractor's signboard once approved by the XHOA, which details are to be obtained from the Manager. This restriction does not apply to the XHOA.
- 9.2 No advertisements or publicity material of any nature may be exhibited or distributed without the consent of the XHOA which can be granted under special circumstances. Door-to-door canvassing is not permitted. No advertisements by way of leaflets, pamphlets, etc may be distributed at the gatehouses or within the Estate unless sanctioned by the XHOA.
- 9.3 Homeowners may not display "for sale" or "to let" advertising boards or notices anywhere in or on their properties due to aesthetic problems that the uncontrolled display of these boards and notices can lead to. Boards not removed by the owner, will be removed by the Homeowners Association at the cost of the owner. Where internal boards are not removed, a fine may be imposed by the Association.

## **10 Noise and nuisance**

- 10.1 Members and residents may not create any nuisance or disturbance (whether through noise, odours, or any other manner whatsoever) on or about the Estate.
- 10.2 Residents are at all times expected to show due consideration towards their neighbours regarding the playing of music and general festivities. The Trustees reserve their right to stop any function if any complaint about a nuisance, disturbance, or poor behaviour is received from any other resident.
- 10.3 The privacy of all residents must be respected at all times.
- 10.4 Members and their guests may not engage in any activity, occupation, or hobby that causes or is likely to cause a nuisance or disturbance to any other resident.
- 10.5 According to the World Health Organization (WHO), excessive noise is not only a nuisance but also a serious health hazard. Continued exposure to loud or disturbing noises can contribute to stress, anxiety, depression, and sleep disturbances, and interfere with daily activities such as concentration, learning, and the enjoyment of your home environment.
- 10.6 We have also observed increased incidents of noise pollution, misuse of Estate infrastructure, encroachment on land, injuries, and killing of animals, which do not align with our community's vision of peaceful and sustainable living. As such, we kindly remind all residents, tenants, and estate agents of their obligation to respect the well-being of their neighbours, animals, the natural environment, and the Estate's infrastructure.
- 10.7 Be reminded of some key rules to ensure a harmonious living environment within the Estate:

- 10.7.1 All generators must be switched off between 22h00 and 07h30. The noise level should not exceed 70 dB. For residents who have obtained the board’s approval for the use of the generator after 22h00 due to medical reasons or if used in the case of extreme emergency, the generator must be installed with a silencer to minimize noise impact on neighbours.
  - 10.7.2 No person shall cause or allow any noise disturbance between 22h00 and 07h30 from any source, including but not limited to machinery, tools, systems, swimming pool, and heating pumps or vehicles.
  - 10.7.3 The use of gardening tools (lawnmowers, blowers, etc.) or power tools is prohibited before 07h30 and after 16h00 on Mondays to Saturdays and is only permitted between 09h00 and 12h00 on Sundays and public holidays.
  - 10.7.4 Non-inverter air conditioners must be soundproofed or boxed to reduce noise output.
  - 10.7.5 Drilling boreholes is prohibited before 08h00 and after 16h00 on Monday to Friday. Pre-approval and registration are required from the HOA before the drilling process can start.
  - 10.7.6 The playing of radios, televisions, cell phones, electronic equipment, or any amplifying devices must not cause a noise nuisance. Noise levels from such devices must be kept at reasonable levels, with cut-off times for loud music at 22h00 from Sunday to Thursday and at 24h00 on Fridays and Saturdays. The HOA reserves the right to stop any function, or event should it receive complaints of nuisance or disturbances from neighbours.
  - 10.7.7 Dumping of building rubble or garden waste in open areas, outside personal property boundaries is strictly prohibited.
  - 10.7.8 Cutting or removing trees outside your property is prohibited without prior approval.
  - 10.7.9 Extending your yard into green and open shared spaces by planting grass, flowers, or trees without permission is not allowed.
  - 10.7.10 No person shall be cruel or harm, neglect, or abuse any animal including but not limited to wildlife, birds, or pets. In case you injure, kill, or bump an animal, bird, or pet, you should contact security and the HOA immediately.
  - 10.7.11 No person shall park or store any, including but not limited to vehicles, boats, caravans, or accessories outside their yard, green areas, or shared pavements.
- 10.8 The HOA reserves the right to impose a penalty equal to double the penalty as listed in the attached schedule on residents and tenants who fail to comply with these

regulations, dependent upon the severity alternatively and especially in the instance of repeat offenders.

## 11 Pets

11.1 The local authority bylaws relating to pets shall strictly apply to members and their pets and the same will be enforced accordingly.

11.2 In particular member's attention is drawn to the provisions of the Madibeng / Hartbeespoort Town Council Dog Bylaws or other bylaws which states:

11.2.1 Subject to the provision to the contrary of these bylaws or any other bylaws no person shall bring or allow in public place any dog that:

11.2.1.1 Is wild, dangerous, or ferocious, or;

11.2.1.2 Is in the habit of charging or chasing people, vehicles, animals, fowls, birds, or game outside the premises where such a dog is kept, or;

11.2.1.3 Causes damage to any person, property, or animal, or is a bitch on heat, or;

11.2.1.4 Cause any nuisance or disturbance to any fauna and flora within the Estate.

11.2.2 No person shall, without reasonable cause:

11.2.2.1 Set a dog on any person or property, or

11.2.2.2 Permit any dog under his supervision or in his custody to attack or terrify any person, animal or bird, or/ and

11.2.2.3 No person shall keep a dog that creates a disturbance or nuisance or suffers from contagious disease.

11.3 In particular, members understand that the aforesaid not only forms part of the By-Laws but forms the basis of these Rules and remains applicable, even though the aforesaid bylaws may be amended from time to time.

11.4 Dogs and cats may be kept on any erf within the Estate provided that:

11.4.1 All dogs and cats must at all times wear a collar with a clear identification tag.

11.4.2 All dogs shall be kept within the boundaries of an erf and shall be contained in an adequately walled area. No more than two dogs may be kept.

11.4.3 Dogs shall not be allowed to roam freely in the common area of the Estate.

11.4.4 Members may walk their dogs on concrete walkways and pavements provided that they are on a leash and under effective personal control. If their dogs do foul on walkways and pavements, the excrement is to be immediately removed by the person accompanying the dog.



- 11.4.5 Members shall not allow their dogs to bark at any time which may result in a nuisance or disturbance to any other resident for which purpose it is recommended that dogs be kept indoors between the hours of 20h00 to 06h00.
- 11.4.6 Screening or other adequate preventative measures must be taken to ensure that dogs do not bark at passersby.
- 11.4.7 Only one spayed or neutered cat may be allowed, provided that such cat must always wear a collar with a functional bell.
- 11.5 Members shall ensure that their pets do not cause a nuisance or disturbance to any other resident or any wildlife.
- 11.6 No poultry, pigeon, aviaries, catteries, wild animals, reptiles, livestock, or similar but not limited to, may be kept or released by any member, resident, visitor, or employee of the Estate under any circumstances.
- 11.7 The Trustees will have the right to prohibit, restrict, control the keeping of, or remove any pet which they regard as dangerous or a nuisance to other occupants of the Estate, without being obliged to pay the compensation to the owner.
- 11.8 Pets found in restricted areas of the Estate or common areas with or without identification tags will be caught and removed by the manager and handed to an Animal Welfare Society, or a Veterinary clinic in the area to be determined by the Trustees. The owner will be responsible for the collection and payment of any cost incurred. The Trustees further reserve the right to request the owner to remove his or her pet should a continual nuisance or disturbance be created and reported.
- 11.9 Under no circumstances whatsoever are pets allowed into the eco-sensitive and wetland areas or to swim in the dams in the Estate.
- 11.10 Owners leaving their homes for periods exceeding 48 hours, must make suitable arrangements for their pets, to ensure that these pets are looked after and do not become a nuisance to surrounding neighbours. Owners found to leave their pets for an extended period of time will be fined should these pets be found to be a nuisance to their neighbours during the absence of the owner. It is understood that security personnel may not be used or called upon to feed the pets of owners.
- 11.11 In respect to all pets not properly cared for in the sole discretion of the Board of Trustees or in respect to pets that become a continual nuisance to neighbours, the Manager will be entitled, but not obliged, to have these animals removed and handed to the Animal Welfare Society or a Veterinary Clinic in the area to be determined by the Board of Trustees, or obtain a Court Order for the removal of the animal at the costs of the owner alternatively demand from the owner to remove the pet alternatively levy a penalty or fine. Such offences may also result in criminal prosecution.
- 11.12 All pets shall have their annual inoculations against rabies and other diseases at the cost of the owner and proof thereof shall be provided to the manager on request.

- 11.13 All residents/tenants are required to register their pets with the Association by completing a Pet Registration Form and is it the sole responsibility of the Pet Owner to update the pet register annually, if any information contained in the register needs to be updated or amended.
- 11.14 The pet registration process shall be applied as follows:
- 11.14.1 Application to keep pets must be made at least 14 days prior to the tenant occupying premises in Xanadu.
  - 11.14.2 No consideration will be given to keeping more than two dogs and one cat.
  - 11.14.3 The application must be accompanied by a veterinarian's certificate that shows that the animals have been sterilised and inoculated.
  - 11.14.4 A refundable deposit shall be applicable to tenants.
  - 11.14.5 When the tenant moves out of Xanadu, they should declare that their animals have been removed from the Estate.
  - 11.14.6 The deposit paid shall be reimbursed 21 days after moving out so as to validate that the pets have been removed.

## 12 Fauna and Flora

- 12.1 Besides the various rules relating to fauna and flora on the Estate, it must be understood that the Association will, in addition to any animals that may be on the property, introduce further game onto the open spaces from time to time, without prior notice to any Resident or Member.
- 12.2 The game will have free access to the whole Estate, including unimproved and unfenced erven and sidewalks.
- 12.3 The Association accepts no responsibility or liability whatsoever, for injuries to persons and/or pets or damage caused to gardens without fences by the wildlife on the Estate.
- 12.4 Under no circumstances may any person deliberately chase, disturb, feed, catch, trap, or injure or attempt to chase, disturb, feed, catch, trap, or injure animals on the Estate which might result in the animal becoming distraught, injured, or anxious.
- 12.5 No one shall be entitled to disturb, chase, feed, catch, or injure wildlife or attempt to disturb, chase, feed, catch, or injure wildlife anywhere in the common areas or on their stand or within the Estate.
- 12.6 Fauna of any nature may not be chased, harassed, trapped, or fed either by members, their guests, visitors, children, contractors, or agents or via animals of the aforesaid.

- 12.7 No plants, shrubs, or trees may be removed, and the trapping of birds and other animals is not permitted.
- 12.8 No person may approach, touch, slaughter, hunt, or catch any wildlife whether for religious, sacrificial, cultural, or any other purpose anywhere within the Estate and such acts are expressly prohibited.
- 12.9 The slaughtering, hunting and catching of any animals, whether for religious, sacrificial, cultural, or other purposes on or about the Estate will only be allowed if it happens in the erf and is not visible or audible to anyone. Strict security protocols must be followed when planning such an event, starting with a two-week notice to the Estate Manager. The Association will guide members on the standard procedures to be followed.
- 12.10 Parents are responsible for ensuring that their children do not harm, injure, or attempt to harm or injure any wild animals and to keep a proper distance from wild animals at all times.
- 12.11 All residents, visitors, and employees must be cautious of the wild animals when driving or walking through the Estate at all times.
- 12.12 If it comes to the attention of any resident, visitor, or employee that an animal might be or is injured, be in danger, harmed, or distressed, the Manager of the Estate must be notified immediately.

**13 Refuse**

- 13.1 Refuse must be disposed of in appropriate closed refuse containers with wheels which must be stored out of public view.
- 13.2 Refuse may not be dumped on streets or elsewhere in the Estate. The burning of refuse is not permitted.
- 13.3 Refuse containers may be placed on the streets only for collection purposes on days designated for such collection and must be returned to the owners' unit immediately after the refuse has been removed.
- 13.4 Littering and dumping are strictly prohibited anywhere within the Estate.

**14 Alienation**

- 14.1 Estate agents who are desirous of selling or letting properties within the Estate must register themselves with the Homeowners Association. In this regard manager regulations pertaining to Estate agents are applicable. The manager will ensure that an updated list of registered agents is available at the Homeowners Association's offices.

- 14.2 Members are only entitled to alienate or let their properties either themselves or through EEstimate agents who have duly complied with the Rules of the Homeowners Association.
- 14.3 Should a member opt to sell their property through an Estate Agent who has not complied with the Rules of the Estate, the Association reserves the right to fine the member. This fine must be settled before the Association will issue a clearance certificate required for transfer purposes.
- 14.4 Members are only entitled to sell their properties after having complied with the following provisions:
- 14.4.1 A copy of the Constitution inclusive of these rules and manager regulations, (if applicable) must be handed to the new owner.
- 14.4.2 The new owner, by way of the sales agreement, have to consent to becoming a member of this Association upon the date of registration of transfer of the property into his name and in as far as such an owner intends to take occupation prior to registration must also in writing consent that his occupancy shall, from date of occupation be subject to the terms and conditions of the constitution and these rules;
- 14.4.3 A clearance certificate has been obtained from the Association and all monies due in terms thereof, inclusive of levies have been paid in full.
- 14.4.4 The Seller has advised the prospective purchaser of any and all monies due by the Seller to the Association and the local authority, as on the date of registration.
- 14.5 Members are permitted to let their houses provided that the member or his accredited Estate agent ensures that the tenant is acquainted with the rules and that a copy of the Constitution and these rules inclusive of the manager's regulation, as applicable, is also handed to such a prospective tenant and further on condition that such a tenant must confirm to the Manager in writing, prior to occupation, that everybody residing on the erf or unit and all his or her guests, employees, contractors and agents shall comply with the provisions thereof for the duration of his or her tenancy.
- 14.6 The Manager shall from time to time bring forth occupation regulations and all occupiers, tenants shall strictly comply therewith.
- 14.7 It is reiterated that members shall not be entitled to let their properties for the use of a commune, Bed and Breakfast, or Air BnB and no short-term rental (rental less than 3 months) shall be permitted.
- 14.8 As to ensure compliance with these rules, the owner and/or Estate agent, as the case may be, shall on or before the first day that the tenant takes occupation of the property provide a copy of such a lease agreement in writing to the manager and in addition such accredited agent shall make available to the manager the names, telephone numbers, e-mail addresses and fax numbers of the tenant as well as such additional

information as may be required in terms of the occupational regulations issued by the manager from time to time.

- 14.9 Should a tenant breach the provisions of these rules or the Constitution or the regulations, the Trustees or Manager may deny the member the right to continue to let his or her house and may take such action as they may deem necessary or expedient at the cost of the member concerned to eject the tenant and all those claiming tenancy through or under the tenant from the property concerned.
- 14.10 Homeowners may not display “for sale” or “to let” advertising boards or notices anywhere in or on their properties due to aesthetic problems that the uncontrolled display of these boards and notices can lead to. Owners may, however, personally show their houses on Saturdays and Sundays between 11h00 and 17h00. During these show times, advertising and/or notice boards may be displayed externally or internally and such boards must be removed at the end of each show day. Boards not removed by the owner, will be removed by the Homeowners Association at the cost of the owner. Where internal boards are not removed, a fine may be imposed by the Association.

## **15 Building Rules and Manager Regulations**

- 15.1 No person shall be allowed to erect any building, addition, or alteration on the Estate or do any landscaping unless it has complied with the Terms and Conditions of the Constitution, these Rules as well as the Architectural and Building Rules and Manager Regulations.
- 15.2 Although the Architectural and Building Rules form part of the Rules set by the Trustees, the same is for practical and convenience purposes set forth as a separate category of Rules.
- 15.3 Members are alerted to the provisions of the Architectural and Building Rules as well as the Manager Regulations and Plans specified therein, all of which form part of the Constitution and which members are expected to strictly adhere to.
- 15.4 Although the Architectural and Building Rules are aimed at building and landscaping requirements for the Estate, same should not be read to be limited to the aforesaid and as far as same incorporates maintenance or other obligations on a member such should be read as additional requirements which such a member has to comply with.
- 15.5 Manager Regulation should be read in addition to these rules as well as the Architectural and Building Rules and any obligation imposed in terms of the Manager Regulations shall be complied with as if same were to have been issued by the Board of Trustees in terms of these Homeowner Association’s Rules.
- 15.6 Wendy houses, huts, tents and other temporary structures, including canvas coverings are not permitted on the Estate.

## **16 Approval**

- 16.1 Any approval required from the Trustees and/or the Manager in terms of these Rules of the Architectural Building Rules or the Manager Regulations may be obtained from the Manager's office.
- 16.2 The Trustees and/or the Manager may, subject to the terms and conditions of the Constitution, in their sole and absolute discretion, without being obliged to give reasons, therefore, grant such a refusal upon such specific terms as may be determined by them or refuse such approval.

## **17 Madibeng Municipality By-Laws**

- 17.1 As alluded to aforesaid, every member, resident, visitor and employee of the Estate is obliged to adhere to the Estate Rules, including Any approval required from the Trustees and/or the Manager in terms of these Rules or the Architectural and Building Rules or the Manager Regulations.
- 17.2 The Trustees and/or the Manager may, subject to the terms and conditions of the Constitution, in their sole and absolute discretion, without being obliged to give reasons, therefore, grant such a refusal upon such specific terms as may be determined by them or refuse such approval.

## **18 Penalties**

- 18.1 The Board reserves the right to impose penalties in the event of non-compliance with these rules.
- 18.2 The penalty schedule for transgressions of these Rules is attached hereto and reflects the amount in respect of each transgression.
- 18.3 Depending upon the severity and/or the repetition of any specific transgression, the Board reserves the right to issue a penalty equal to double the penalty reflected in the attached penalty schedule.
- 18.4 Any transgression to which no provision is made in the schedule of penalties shall be penalised at the discretion of the Board.
- 18.5 These penalties are there to change behaviour as to ensure peaceful cohabitation of all members within the Estate for which purposes members are encouraged and cordially requested to follow the basic principle of doing onto others as he would prefer to be done onto yourself.

<b>SCHEDULE OF FINES APPLIED BY THE XHOA</b>	
<b>APPLICABLE WITH EFFECT FROM</b>	
<b>THE LIST OF FINES MAY NOT BE THE FULL LIST. ANY FINES CONTAINED WITHIN THE CONSTITUTION BUT OMITTED FROM THIS LIST ARE STILL APPLICABLE AND OF FULL FORCE AND EFFECT</b>	
	<b>FINE</b>
Reckless and/or dangerous driving	R5000
Speeding fines	R500:40-45km* R1000: 46-50km* R2000:51-55km* R4000:56-60km* R8000: 61 -65km* R10 000: 66-70km* R15 000: 71-75km* R20 000: 76-80km* R25 000 More than 80 km *1st offence
Use of engine-powered vehicles in parks or on pavements	R3000
Use of vehicles with noisy exhaust systems (other than entering and leaving)	R500
Use of unlicensed and/or non-roadworthy vehicles	R1000
Use of vehicles by unlicensed drivers	R2000
Quad bikes, Off-road bikes, Electrical golf carts, electrical scooters, or drones driven on the Estate	R2000
Excess noise of vehicles and/or drivers	R500
Excessive noise resulting in unreasonable disturbance of neighbours	R2000
Use of noisy mechanical equipment lawnmowers etc. outside laid-down hours	R1000
Exposed Laundry Lines	R500
Refuse placed outside properties other than on designated days.	R500

Littering or dumping by residents, tenants, visitors, and employees throughout the Estate	R1000
Caravans, trailers, boats, taxis, and machinery parked outside properties on the common area at any time	R1000
Failure to maintain properties/gardens/frontages/pavement	R1000
Distribution of Advertising/publicity material	R1000
Abuse of ingress or egress systems including but not limited to security - and/or facial recognition system/s.	R1000
Unruly, abusive, unacceptable behaviour by residents, tenants, visitors, employees	R2000
Unruly, abusive, unacceptable behaviour towards XHOA staff and/or Security staff	R2000
Residents issuing friends or builders/contractors with normal access cards	R1000
Pet deposit for tenants: Dog (refundable)	R1000 per dog
Pet deposit for tenants: Cats (refundable)	R2000 per cat
Exceeding permitted number of pets	R1000 per pet
Pets roaming in streets unsupervised.	R2000
Prohibited Animals	R1000
Residents walking dogs in Eco-sensitive areas or driving in restricted areas	R2000 1st offence
Pets in parks/streets not on leashes/ cats found without a collar and a working bell	R1000
Pets swimming in dams	R1000 1st offence
Owners leaving pets for an extended period which pets become a nuisance	R2000
Disturbance, injuring, catching, killing, or feeding wildlife and or any other animals	R10000
Contractors/builders leaving place of work on foot	R1000
Working outside prescribed hours	R1000
Failure to keep sites clean and tidy	R1000
Failure to move material off pavements/roadways	R1000
Cleaning/sweeping of roadways	R1000
Failure to provide facilities for rubble, refuse and chemical toilets	R1500
Failure to remove rubble	R1000
Rubble/Rubbish dumped on the Estate	R5000
Vehicles of more than 3 tons driving over the low water bridge	R3000



Taking occupation of your house without a valid occupational certificate being issued by the XHOA	R5000 per month
Failure to comply with the requirements of the XHOA and list issued by the Estate supervisor where occupation certificate issued but the house not in compliance with architectural guidelines.	R5000 per month
Any other building transgression	R2500
Failure to comply with aesthetics guidelines	R3000 first month, R1500p.m thereafter until rectified.
Estate Agent Boards placed in unauthorised positions	R2000
Selling a property with a non-compliant Estate Agent	R10000
Businesses failing to register	R2000
Abuse of sporting facilities	R1000
Parents will be fined for children rollerblading, cycling & roller-skating on the tennis court	R1000
Walkers and hikers not keeping to designated paths in the eco area	R1000 1st offence
Residents and /or visitors bathing, boating, or fishing in the dams or stream	R2000 1st offence
<b>Any other transgression committed in terms of these rules or Architectural and Building Rules not otherwise provided for (to be determined at the discretion of the board)</b>	R to be determined
<b>THIS LIST OF FINES MAY BE ADDED, AMENDED AND THE AMOUNTS MAY BE CHANGED FROM TIME TO TIME WITHOUT NOTICE TO THE MEMBERS</b>	
<b>ADDITIONAL LEVIES</b>	
<b>The following charges shall be applied as additional levies, in addition to the normal monthly levy on the statement of account, where applicable:</b>	
Failure to commence with construction within the stipulated period once registration has been completed	Equal to the normal levy per month until construction commences
Failure to complete construction within the stipulated period once construction has begun	Equal to the normal levy per month until construction completed
Abandonment of construction site	Equal to the normal levy per month until the building coordinator certifies recommencement of construction.

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