



# Lovemore Heights Estate

## Annexure H: Homeowners Association Estate Rules

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The latest version  
supersedes and replaces  
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# 1 DEFINITIONS

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**BUILDING SUB COMMITTEE** means the committee appointed by the EXCOM to oversee the implementation of the DESIGN MANUAL (the GUIDE).

**AGREEMENT** means this Agreement with the annexure hereto.

**ARCHITECT** means the person appointed by the HOMEOWNER as his architect and includes his partners, directors or associates.

**ARCHITECTURAL PLANS** mean a set of plans prepared by the ARCHITECT for the construction of the HOMEOWNER'S IMPROVEMENTS on the ERF.

**ASSOCIATION** means the Lovemore Heights Estate Homeowners' Association.

**BUILDING CONTRACTOR/CONTRACTOR** means a building contractor approved by the DEVELOPER or the ASSOCIATION in terms of the CONSTITUTION in terms of criteria determined by the DEVELOPER or the ASSOCIATION and employed by an Owner of an Erf for the construction of IMPROVEMENTS.

**BUILDING CONTRACTORS' FEES** are the fees payable by the BUILDING CONTRACTOR to the HOA in order to be allowed to make IMPROVEMENTS on the ESTATE. These fees may be amended from time to time by the HOA and is set out in Annexure A of the BRR, Contractor Fees.

**BUILDING PROJECT** means the entire process of making IMPROVEMENTS on an ERF as well as all related activities taking place on the ERF.

**BUILDING RULES AND REGULATIONS (hereafter BRR)** means the agreement signed by the HOMEOWNER, the BUILDING CONTRACTOR and the HOA before the commencement of any IMPROVEMENTS on the ERF on behalf of the HOMEOWNER.

**CHAIRMAN** means the chairman of the EXCOM.

**COMMON PROPERTY (COMMON AREAS)** means land registered in the name of the HOA and which does not form part of any HOMEOWNERS' property. COMMON PROPERTY also includes all internal services and infrastructure, the roads, pavements, gardens and street lights as well as water, sewerage and electricity systems.

**COMPLETION CERTIFICATE** means the certificate issued by the HOA when all IMPROVEMENTS on the ERF have been completed, all fees due by the HOMEOWNER and/or BUILDING CONTRACTOR have been paid and the HOA is satisfied that the BUILDING PROJECT has been satisfactorily completed.

**CONSTITUTION** shall mean the constitution of the HOA.

**ESTATE ARCHITECT** means an architect as nominated and appointed by the HOA from time to time for the purpose of ensuring that all IMPROVEMENTS are done according to the GUIDELINES.

**EMPLOYEES** mean any employee or contractor (including BUILDING

CONTRACTORS/CONTRACTORS and their employees and sub- contractors) employed or appointed by HOMEOWNERS and/or RESIDENTS and/or persons operating a business within the ESTATE from time to time.

ELECTRONIC FUNDS TRANSFER (hereafter EFT) means direct electronic bank transfer into a designated account. Proof of such EFT must be e-mailed to the recipient as notification.

ERF means every Erf in the Development.

ERF NUMBER means such number as used by the DEVELOPER as well as the Surveyor General to indicate an ERF.

ESTATE means the Lovemore Heights Estate.

ESTATE RULES mean the set of rules & regulations formally documented and as amended by the HOA from time to time that govern all conduct on the ESTATE.

ESTATE RULES TRANSGRESSION CHART (ERT) refers to the document that stipulates the list of transgressions and the relevant applicable penalties.

EXPERT means a person or company who has been duly appointed by the HOA to make a binding decision in matters that would otherwise be referred to arbitration.

FINES are issued in writing for transgression of ESTATE rules at the discretion of the EXCOM.

DESIGN MANUAL means the Lovemore Heights Design Guidelines prepared for and applicable to the Development, and includes all/any amendments made thereto from time to time.

HOA means the Lovemore Heights Estate Homeowners' Association or its duly appointed employees', contractors or agents.

HOMEOWNER means the registered OWNER of an ERF.

HOUSE means the dwelling constructed on the ERF as the IMPROVEMENTS.

IMPROVEMENTS mean any structure of whatever nature constructed or erected or to be constructed or erected on an ERF.

LOCAL AUTHORITY means the Local Authority having jurisdiction over the Development which, at date of approval of the Development, is Nelson Mandela Bay Metropolitan Municipality.

MEMBER means every registered Owner of an Erf, as well as every registered owner of a subdivision of an Erf. If a Member consists of more than one person such persons shall be jointly and severally liable *in solidum* for all obligation in terms of the Constitution.

OUTSIDE ARMED RESPONSE means such Security Response providers who have been formally approved in writing by the EXCOM or delegated subcommittee, to be allowed to provide armed response services on the Estate. A list of such approved Security Response providers is available from the HOA. This approved list may be amended from time to time.

OWNER means the registered owner of an ERF.

PURCHASER means the person/s or entity entering into a Deed of Sale to purchase an ERF on the ESTATE.

RESIDENT means any person who is a resident at the ESTATE and includes OWNERS and members of their families, their guests and tenants.

SECONDARY IMPROVEMENTS mean all work done by a contractor on an existing house or structure. This includes landscaping work done around the house, additional work such as installation of air conditioning, built-in cupboards, DSTV, bathroom fittings etc.

SECURITY EXCOM means such person duly appointed to manage and oversee security on the ESTATE.

SECURITY means individuals employed by the HOA or a recognised Security Company duly appointed by the HOA to perform access control and other security functions on the ESTATE.

SITE HANDOVER CERTIFICATE, hereafter SHOC, specifies the requirements for commencement with IMPROVEMENTS.

VEHICLE means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise.

VISITOR means any person entering the ESTATE who is not a MEMBER, EMPLOYEE OR OWNER.

WEBSITE means the Lovemore Heights Website at [www.lovemoreheightsestate.co.za](http://www.lovemoreheightsestate.co.za)

COMMUNITY COMMUNICATION APP means a community management system accessed via the internet or mobile application as contracted to the Home Owners Association

## 2 INTERPRETATION

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In this document, unless inconsistent with or otherwise indicated by the context:

- any reference to gender includes the other gender;
- any reference to natural persons includes legal persons and vice versa;
- any reference to the singular includes the plural and vice versa;
- words and phrases defined in the CONSTITUTION bear corresponding meanings herein;

The clause headings in these ESTATE RULES have been inserted for convenience only and shall not be taken into account in its interpretation;

If any period is referred to in these rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.

These ESTATE RULES shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

Should a discrepancy exist between the Estate Rules and the Constitution, the Constitution takes preference.

## 3 INTRODUCTION

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The purpose of these ESTATE RULES is to govern the use of the ESTATE and its facilities. These ESTATE RULES are not intended to limit the lifestyle of residents, but rather to protect them, and are binding equally on all RESIDENTS, OWNERS, VISITORS, EMPLOYEES and the HOA.

The powers of the HOA include the power to do all things reasonably necessary for the enforcement of these ESTATE RULES and for the control, management and administration of the common property.

The EXCOM are entrusted by the HOA to ensure such control, management and administration and is assisted by a EXCOM and other duly appointed office bearers of the HOA.

It is the responsibility of every OWNER to ensure that all residents, guests and EMPLOYEES on his property abide by the rules.

## 4 OTHER DOCUMENTS

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*Other documents that must be read in conjunction with the Lovemore Heights Estate Rules are:*

The CONSTITUTION of the Lovemore Heights Estate

Annexure "D" – The Design Manual

Annexure "E" – Contractors Code of Conduct

Annexure "F" – Contractors Code of Conduct – Alterations, Additions & Renovations  
Annexure "G" – Compliance Policy

All persons entering the ESTATE agree to abide by the following provisions of the CONSTITUTION:

Clauses 6, 7, 18, 21, 23 and 28.

Where reference is made in any of these provisions of the CONSTITUTION to the word "Member" or the word "Owner", such reference is deemed to be a reference to any person who has entered the ESTATE for the purposes of these ESTATE RULES.

## 5 CONTACT DETAILS

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All OWNERS and RESIDENTS are required to provide the HOA with a registered e-mail address or cell phone number. An e-mail or electronic message properly dispatched to such address/number will be regarded as having been received 24 (twenty-four) hours after dispatch, unless the contrary has been proven.

OWNERS and RESIDENTS are to notify the HOA of changes in such address/number.

OWNERS and TENANTS contact details need to be kept up to date. This information is to be updated via the Community Communication App. All messages or notices sent through the Community Communication App will be regarded as having been received (24) twenty-four hours after dispatch, unless the contrary has been proven.

## 6 DOMICILIUM

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For the purposes of receiving any notice or process to be delivered in terms of these ESTATE RULES, any person residing and/or working on the ESTATE chooses as his/her/its *domicilium citandi et executandi* the address of the ERF at which such person is residing. Documents delivered by hand to such ERF will be deemed to have been received on the date of delivery thereof.

## **7 DISTURBANCES**

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- 7.1. Any conduct, save for normal gardening, building and hospitality activities, which disturbs or tends to disturb the peace and tranquillity of the ESTATE and residents is not permitted.
- 7.2. Excessive and unnecessary noise by vehicles, appliances, tools, pets and/or excessive noise by individuals, as determined by the EXOM in their sole and unfettered discretion from time to time, as well as other sources attributable to a resident constitutes a disturbance of the peace in terms of these ESTATE RULES.
- 7.3. Consideration should be shown to neighbours when making noise or creating a nuisance after 23h00.

## **8 PARTIES AND FUNCTIONS ON THE ESTATE**

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- 8.1. Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any, problems. However, the holding of large celebratory functions at private residences within the Estate is discouraged for reasons of disruption to security, parking and the general disturbance of the peace and inconvenience to other residents.
- 8.2. Special permission for a function to be held within the Estate, where more than 30 people may be attending, must be sought, prior to the proposed date of such function. Those planning to host an event or party as outlined in this clause must obtain permission from the Security Portfolio. Please complete form LHE-CP-002 Checklist for Large Events and submit to [security@lovemoreheightsestate.co.za](mailto:security@lovemoreheightsestate.co.za).
- 8.3. In the event of permission being granted, cognizance shall be taken by the Association of the position of the residents in relation to neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed marquee, requirements for security and guards, as well as other matters of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed fit by EXCOM. Restrictions imposed on any function shall be strictly adhered to and will be deemed to be incorporated in, and form part of these Rules.
- 8.4. Functions, where more than 50 people may be attending, are not permitted to be held within the Estate.



## 9 DOMESTIC REFUSE

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All refuse shall be kept in suitable containers, which shall not be visible from any road, except when placed in containers for purposes of collection by the LOCAL AUTHORITY or waste collection contractors;

- 9.1. Refuse will be collected from the units on days and times determined by the Municipality and members are required to co-operate fully in meeting the Municipality's requirements in this regard;
- 9.2. Refuse shall be placed in black plastic bags or other suitable containers and placed on the verge before the determined collection time, only on the morning of the collection day;
- 9.3. In the event that the refuse collection time is missed by the member, the member shall be required to remove such refuse (including garden refuse) and dump it at the Municipal Transfer Station on the same day.
- 9.4. Under no circumstances may refuse remain on the verge beyond the specified municipal refuse collection date;
- 9.5. Owners should make their own arrangements for the removal of garden refuse unless this is limited to two bags.

## 10 ANIMALS

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- 10.1. The local Authority by-laws relating to pets will be strictly enforced.
- 10.2. Unless written authority has been given by the HOA to any member, only domestic animals posing no danger, noise or odours may be kept. The maximum number of dogs and cats that may be kept on an Erf is 2 (two) dogs and 2 (two) cats.
- 10.3. The local Authority only permits registered breeders to breed domestic animals within the boundaries of the Nelson Mandela Metropolitan Municipality. No registered breeders are to house their breeding pairs or part thereof on their ERF. All dogs and cats must be spayed or neutered.
- 10.4. Visitors are not allowed to bring any animals onto the ESTATE, with the exception of a guide dog.
- 10.5. All dogs and cats must be registered with the HOA.
  - 10.5.1. Members and tenants are not permitted to keep dogs or other animals without the permission of the Association, which will determine the conditions from time to time under which they may be kept, and which may refuse permission without reasons.
  - 10.5.2. Any permission granted will be subject to the resident ensuring that the dog and/or other animal does not create a disturbance at any time, or become a nuisance;

- 10.6. Dogs shall not be allowed on COMMON AREAS or servitude areas, unless under strict control and on a leash. The person in control of the dog must ensure that:
  - 10.6.1. Other dogs are not interfered with;
  - 10.6.2. Joggers, walkers, cyclists and other persons are not harassed;
  - 10.6.3. Dogs do not cause traffic incidents; and
  - 10.6.4. Dogs are not the cause of uncleared fouling of the sidewalks, the Common Areas, or any Private Areas
- 10.7. All domestic animals shall at all times bear a tag, which shall reflect the name, telephone number of the relevant HOMEOWNER or RESIDENT. Stray pets without identification will be apprehended and handed to the Animal Welfare Society.
- 10.8. If animals are brought onto or found upon the ESTATE contrary to the provisions of these ESTATE RULES or if any animal creates a nuisance to other residents, the HOA shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either:
  - 10.8.1. require the relevant HOMEOWNER or RESIDENT to remove the animal from the ESTATE; and/or
  - 10.8.2. itself remove the relevant animal from the ESTATE and to claim all costs so incurred from the relevant HOMEOWNER or RESIDENT.
  - 10.8.3. The Association has an unfettered discretion in this regard, but will not exercise the right without first having directed a notice to the owner furnishing details of the complaint and the complainant and afford the owner a reasonable opportunity to eliminate the cause of the complaint.
- 10.9. Dogs must be kept in suitable enclosures and be prevented from straying off the relevant HOMEOWNER's or RESIDENT's ERF. Dogs are not allowed to roam the Estate.
- 10.10. If any dog digs holes and/or otherwise damages COMMON AREAS, the relevant HOMEOWNER or RESIDENT shall be required to repair the damage.
- 10.11. Dog owners must ensure that they carry with them a receptacle and clean up any mess created by their animals.
- 10.12. A member or occupier may keep dogs, cats or other pets, provided that it does not cause a nuisance to co-members. Dogs shall be properly leashed when on common property. Failure to observe this rule may be interpreted as a nuisance;

# 11 SECURITY

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Security personnel are there for the safety and protection of the ESTATE, its employees, residents and assets. They control access to the ESTATE and all employees, contractors, visitors, tenants and residents must at all times adhere to all security rules as amended from time to time. Security personnel are not to be used for any errands other than approved by the Security Portfolio.

- 11.1. No person shall do anything which is or might be prejudicial to the security of any RESIDENT. Any action and or incident that might have a negative effect to the security of the ESTATE and its RESIDENTS or EMPLOYEES must immediately be reported to the Security Portfolio.
- 11.2. It is in the best interest of all residents that no food or gifts are offered to security guards while they are on duty. Should anyone wish to make a gift or donation to any guard or staff-member, residents are requested to contact the HOA secretary for assistance through the appropriate channels.
- 11.3. No VEHICLES or persons shall enter or leave the ESTATE at any point except at the entrance gates, other than in extra-ordinary circumstances and with the prior written consent of the EXCOM or SECURITY EXCOM.
- 11.4. VEHICLES are subject to be searched at any time when necessary.
- 11.5. The Security Portfolio may make ESTATE RULES or temporarily alter ESTATE RULES as deemed fit in their discretion to enhance, manage and improve the security of the ESTATE. This may include access procedures and traffic redirection as well as denying access to any persons they deem a security risk until proven otherwise.
- 11.6. Visitors to the ESTATE that intend on visiting longer than a week shall be required to sign the prescribed Gatehouse Enrolment & Indemnity Form and enrol on the security system. An Access card may be issued to Residents, Owners or EMPLOYEES and other persons if, in the discretion of the Security Portfolio, it is necessary.
- 11.7. Contractors may only enter the ESTATE through the contractors' gate or as indicated.
- 11.8. All VEHICLES entering and/or leaving the ESTATE shall stop at the vehicle entrances. No VEHICLE shall enter the ESTATE unless admitted by the guard on duty at the gate, except where the HOA has issued to the driver, at the driver's cost, a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued for the personal use of the persons to whom they are issued and shall not be shared with or used by or transferred to any other persons.
- 11.9. Any contractor or employee who has been engaged or employed by a HOMEOWNER or a RESIDENT to supply goods or services on the ESTATE will be required to apply to the SECURITY EXCOM for permission to enter the ESTATE before being permitted access to the ESTATE. The contractor or employee concerned will be required to complete an application form and will be required to submit an original police clearance certificate, certified copy of his/her identity document or passport and submit himself/herself to fingerprints to be taken by the SECURITY EXCOM and/or his delegate together with his or her application for access to the ESTATE. No contractor or employee may enter the

ESTATE unless and until his/her application for access has been approved in writing by the SECURITY EXCOM. Contractors or employees who have not been on the ESTATE for six consecutive months or more will be required to reapply to the SECURITY EXCOM for permission to access the ESTATE.

**11.10. *Biometric Fingerprint Access***

11.10.1. It is mandatory for everybody working or residing at the ESTATE to be enrolled on the access system in order to have access through the electronic booms and turnstiles. Only people who are approved to operate and work on the ESTATE are entitled to be enrolled.

**11.11. *Electronic Booms***

11.11.1. The vehicle entry lanes are each equipped with electronic booms. The boom will open once a person, who has right of access, place his finger on the finger scanner which is available at each entry and exit lane.

11.11.2. People using the lanes must take care not to idle too long in front of a boom and should proceed immediately once the boom is open.

**11.12. *Close Circuit Television View (CCTV)***

11.12.1. Security surveillance cameras are installed at various places which are monitored from the Security Control Centre. This includes the movement of all vehicles and people entering and exiting through the access points.

11.12.2. All persons working or residing on the ESTATE must take care that they conduct themselves circumspectly as any or all their actions may be recorded on the CCTV.

**11.13. *Electric Fencing***

11.13.1. The ESTATE is surrounded with a high voltage electric fence coupled with an intrusion detection system which is monitored from the security control centre. The electric fence is open on the inside of the Estate and is equipped with sufficient warning signs to warn people to stay away. People working or residing on the ESTATE must take note that the fence is live at all times.

**11.14. *Tenant Authorisation***

11.14.1. Members of the HOA shall ensure that no tenants are allowed occupancy on the Estate, unless EXCOM has been notified and the appropriate Administration fee paid. The same HOA authorisation will be required for any renewals of lease agreements and a renewal fee will be payable to the HOA before access is extended.

11.14.2. The proposed tenants will be required to complete an application form provided by the HOA as part of the official HOA Tenant Leasing Procedure pack, which includes all other required documents to be completed. A written undertaking must be given by such tenant to comply with the

provisions of both the HOA Constitution and the rules and regulations made and determined in accordance therewith.

- 11.14.3. The proposed tenants will also be required to submit a copy of his/her identity document and/or passport and submit him/her for fingerprints to be taken by the Security Portfolio and/or his delegate for the purpose of enrolment onto the Biometric System.
- 11.14.4. The HOA reserves the right to request a credit check and / or criminal and / or background check of the tenants from the Rental Agency or Homeowner if the tenant was privately arranged.

## **12 VISITORS AND EMPLOYEES**

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The right of admission to the ESTATE shall be under the control of the HOA that may on any reasonable grounds deny any person access to the ESTATE.

- 12.1. EMPLOYEES are obliged to abide by these ESTATE RULES and the CONSTITUTION.
- 12.2. RESIDENTS are obliged to inform their EMPLOYEES of these ESTATE RULES and the CONSTITUTION and to ensure that they are aware of all the provisions.
- 12.3. RESIDENTS are required to notify the HOA of and to provide full details of any EMPLOYEES who reside on the ESTATE.
- 12.4. If the security guard on duty has no record of the arrival of any EMPLOYEES, the security guard may (but will not be obliged to) endeavour to obtain authority from the relevant RESIDENT to admit the EMPLOYEE concerned to the ESTATE. If such authority is not obtained the security guard will be entitled to refuse such EMPLOYEE access to the ESTATE.
- 12.5. All domestic Employees should be registered on the Security Access System (Biometric System).
- 12.6. The main gates will be closed at 23h00 each night. Visitors will be prohibited to enter the estate after 23h59 unless special prior arrangement has been made by the homeowner with the guardhouse in person by the homeowner. Emergency and security services shall have 24 hr access to the estate.

## **13 TRAFFIC**

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- 13.1. The movement and control of traffic and pedestrians are subject to these ESTATE RULES and such further directives as may be made by the EXCOM with regard thereto.
- 13.2. Subject to consent being obtained from the EXCOM, heavy vehicles are not permitted on Saturdays, Sundays or Public Holidays, nor before 07:00 and after 18:00 on

weekdays. Motorised vehicles shall be driven on roads only, and only by persons who hold valid current international or South African drivers' licenses.

- 13.3. A maximum speed limit of 40 km/h (forty kilometres per hour) shall apply, provided that lower speed limits may be imposed by the HOA where this is deemed necessary.
- 13.4. Persons, animals and birds shall at all times have the right of way on and about the ESTATE. VEHICLES shall be brought to a stop whenever necessary.
- 13.5. The HOA may by means of appropriate signage give directions as to the use of roads or any portion of roads on the ESTATE. Failure by any person to obey such signage shall constitute a contravention of these ESTATE RULES.
- 13.6. No person shall drive or ride any VEHICLE within the ESTATE in such a manner that would constitute an offence under any traffic ordinance. All VEHICLES shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, VEHICLES emitting excessive noise, smoke and/or oil are prohibited.
- 13.7. The driving of VEHICLES is confined to roads and driveways.
- 13.8. All vehicles (including motorcycles) shall only be driven by adults over 18 (eighteen) years of age who are in possession of valid driver's license with a minimum of code 8. At no time may residents who own a golf cart carry more occupants than it's designed for. Any claims that might arise in relation to the use of a golf cart on the Estate will be the sole responsibility of such driver and the registered owner of the golf cart. Normal traffic regulations and considerations are applied.
- 13.9. No person shall park or store any trailer, caravan, boat, truck or lorry within the ESTATE, in such a way that it is visible from the road except with the consent of the HOA.
- 13.10. Quad bikes may be stored under the conditions above but must not be ridden anywhere on the ESTATE.
- 13.11. Should a vehicle be parked or abandoned in breach of the Estate Rules or Constitution, the EXCOM may impose the applicable warning / fine on the owner of, or on the person responsible for, the vehicle;
- 13.12. Motorists on roads and thoroughfares on the estate must at all times use their vehicles in such a manner as not to endanger the safety of others nor create blockages to other users. The speed limit on the estate is 40km/h.
- 13.13. No vehicles may be driven on the common areas unless by prior arrangement with the EXCOM for repair activities

## **14 COMMON AREAS AND ENVIRONMENTAL ASPECTS**

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- 14.1. The HOA shall be entitled to control all aspects of the environment on or about the ESTATE, including but not limited, to the management and control of fauna and flora and the maintenance and upkeep of the COMMON AREAS on the ESTATE.

- 14.2. No person shall do anything or omit to do anything that may, in the opinion of the HOA, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of COMMON AREAS by RESIDENTS.
- 14.3. Littering and camping are prohibited. Fires may not be lit in places other than in areas specifically designated by the HOA for that purpose. Fires may not be lit on any units other than in properly constructed braais/fireplaces designed for that purpose or manufactured braais, including, but not limited to, a Weber braai.
- 14.4. No person shall (without the prior written authority of the HOA) pick or plant any flowers or plants on or about the COMMON AREAS.
- 14.5. No person shall discharge any firearm, air-rifle, crossbow, paintball gun or similar weapon or device on or about the ESTATE. Hunting and trapping in any manner is strictly prohibited, provided that the HOA may approve such activities for the sole purpose of the control of alien species, nuisance or vermin.
- 14.6. No person shall anywhere on the ESTATE disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, domestic animal, reptile or bird.
- 14.7. No temporary structures (Tree houses) as defined by the National Building Regulations may be erected in the COMMON AREAS.
- 14.8. Playground equipment erected on the common areas is for the exclusive use of children under the age of 12 years of age

## 15 GENERATORS

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The installation of generators requires approval from EXCOM as there are very specific requirements for the types of generators that are suitable as well as the installation of generators. Please refer to Annexure D - The Design Manual for clarification.

### 15.1. **OPERATING TIMES**

- 15.1.1. Generators may not be operated between the hours of 23h00 and 06h00 unless permission has been granted by EXCOM. Permission will be granted deemed on necessity and taking into account the balance of interest.
- 15.1.2. If it can be demonstrated that the generator unit in operation cannot be heard from adjacent properties, then exemption from the above rule may be granted and the neighbours will have to approve. A Neighbour Approval Form needs to be presented to the Building Sub-Committee.

## **16 LETTING AND RESALE**

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- 16.1. The HOA considers short-term letting of thirty (30) days or less as a commercial activity which is prohibited in terms of the CONSTITUTION and accordingly, the HOA will not give its approval.
- 16.2. MEMBERS or their agents shall give the HOA prior written notice of any tenants or guests who are to occupy the members' residences in the absence of those MEMBERS. Every tenant and/or guest shall be required to register with EXCOM within 1 (one) working day after arrival and to sign a declaration that he is acquainted with these ESTATE RULES and acknowledges that these ESTATE RULES are binding on him.
- 16.3. If any tenant, guest, employee or other invitee of any MEMBER fails to comply with any of the provisions of these ESTATE RULES, the HOA shall be entitled to deny that tenant, guest, employee or other invitee access to the ESTATE.

## **17 VANDALISM**

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- 17.1. The HOA has a zero-tolerance approach to vandalism (damage) of property.
- 17.2. The following action will be taken against the perpetrators of any such acts:
  - 17.2.1. All damages will be restored at the perpetrator's or his/her parents' expense in the case of a minor.
  - 17.2.2. Should damage be caused to the property of an Owner within the ESTATE, the HOA will provide the Owner and RESIDENT with all the information at its disposal with regards to such damage. Any legal action will then be at the decision of the Owner.

## **18 CONDUCT**

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- 18.1. Homeowners are obliged to give effect and adhere to all Municipal Ordinances and Regulations particularly with regards to Health, Safety Town Planning and Control aspects;
- 18.2. No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other ERF.
- 18.3. No unauthorised persons are allowed on any ERF where building operations are under progress.
- 18.4. No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of the EXCOM to other RESIDENTS.



- 18.5. The use of noisy machinery and power tools in the open (i.e., outside a purpose-built workshop), outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances.
- 18.6. All building work, whether undertaken by a contractor or by the RESIDENT, must be done during the hours stipulated by the HOA from time to time for BUILDING CONTRACTORS.
- 18.7. Loud music and other undue noise are not permitted.
- 18.8. A member or occupier shall permit any person authorised in writing by the EXCOM at all reasonable hours on notice except in the case of emergency, where no notice is required, to enter his property for the purpose of fulfilling the objects of the Constitution;
- 18.9. A member or occupier shall not store any material or do or allow to be done any dangerous act on his property or on the common property, which will or may increase the rate of the premium payable by the Association or any member or endanger any of the neighbours;
- 18.10. No activity may be carried out on a member's property within the estate which contravenes the municipal zoning convention for that property;
- 18.11. No act or activity may be carried out on a member's property which endangers the health and safety of the neighbours/ co-members or infringes on the municipal health and safety regulations or bylaws dealing with such matters.
- 18.12. No member, family members, visitors or occupants shall behave indecently or deliberately act in an abusive and offensive manner which may cause to be nuisance or damage to neighbours, their property or people contracted by the EXCOM to provide services on the estate.

## **19 SYNDICATION OWNERSHIP**

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Syndication ownership both direct and indirect of a ERF is at all times limited to 4 (four) natural persons.

## **20 COMMERCIAL ACTIVITIES**

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- 20.1. The EXCOM is entitled to regulate all commercial activities on or about the ESTATE. No application for any trading or similar license may be made to conduct any commercial activity of any nature from any ERF without the prior written consent of the HOA;
- 20.2. No advertising board or signs, including business signage of any nature, may be displayed on or about the ESTATE without the HOA's approval;
- 20.3. No "For Sale" signs or any signage pertaining to the sale of houses may be displayed on the ESTATE or on private homes or affixed to any buildings;

20.4. No door-to-door canvassing and/or selling are permitted;

## **21 HOUSE, GARDEN AND VERGE MAINTENANCE**

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- 21.1. A member shall repair and maintain his property and keep it in a clean and neat and sound condition;
- 21.2. If a member fails to maintain and repair his property and the failure persists for 30 days after written notice to repair and/or maintain has been given by the EXCOM to the member, the Association shall be entitled to remedy the member's failure and recover the costs of doing so from such member;
- 21.3. A member shall keep his property free of white ants, bore and other wood-destroying insects and to this end, shall permit the EXCOM or their duly appointed agents or employees to enter his property from time to time for the purpose of inspecting and taking such action as may be necessary to eradicate any pests. This cost of inspection, eradicating any such pests as may be found in his property, replacement of wood work or any other material forming part of such property which may be damaged by such pests shall be borne by the member.

## **22 BUILDING REQUIREMENTS AND CONSTRUCTION**

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- 22.1. Please see the Annexure D Building Manual and Annexure B SHOC Deliverables which is available on the Community Communication App. Should any dispute arise in connection with the DESIGN GUIDELINES, including without limitation, the application and/or interpretation thereof, the ESTATE ARCHITECTS' decision in respect of any such dispute shall be final and binding upon the parties to the dispute and if necessary the ESTATE ARCHITECTS can, with the approval of the HOA, make the necessary amendments to the above GUIDELINES where such GUIDELINES are, in the sole discretion of the ESTATE ARCHITECTS' and the HOA, lacking or vague.
- 22.2. Each member undertakes to adhere to the Contractors' Code of Conduct and acknowledges that they will be held accountable for any acts of Contractors instructed by them.

## **23 APPROVAL OF ALTERATIONS AFTER OCCUPATION**

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Please refer to Annexure D – Design Manual for requirements.

## **24 ELECTRONIC EQUIPMENT**

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The possession, ownership, operation or use of illegal trans-receiving devices and/or radio equipment in addition to any other legal equipment which may interfere with the electronic services on the ESTATE are prohibited.

## **25 FIRE PREVENTION AND HAZARDOUS SUBSTANCES**

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25.1. No person shall bring or permit any person to bring any substances onto the ESTATE or permit the storage of any substances on the ESTATE which may constitute a fire hazard or a threat to the health of any RESIDENT or other person or which may result in the contamination of the ESTATE.

25.2. Fireworks are strictly prohibited.

## **26 LANDSCAPING, POOLS, JUNGLE GYMS ETC.**

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Please refer to Annexure D – Design Manual for requirements.

## **27 ELECTRICITY SUPPLY**

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The Nelson Mandela Bay Metropolitan Municipality owns and maintains the electrical supply on the ESTATE and all OWNERS must apply for their electricity connection directly from Nelson Mandela Bay Metropolitan Municipality subject to all the terms conditions and fees of the Nelson Mandela Bay Metropolitan Municipality. Faults must be reported directly to Nelson Mandela Bay Metropolitan Municipality.

## **28 WATER**

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28.1. The HOA shall not be liable for damages, expenses or costs caused to RESIDENTS for any interruption in supply.

28.2. Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage or any other fault in the ERF installation. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.

- 28.3. No person, other than a person specifically authorised thereto by the HOA or the EXCOM in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection.
- 28.4. The EXCOM may disconnect any ERF temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose. Please note, this may take place without prior notice in emergency situations.
- 28.5. The MEMBERS shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed in each ERF at a charge determined from time to time by the HOA. Procedures, costs and all other aspects relating to the system utilised on the ESTATE shall be determined from time to time by the HOA and communicated to MEMBERS by the EXCOM.
- 28.6. Collection of rainwater is permitted, provided that the design of such method is permitted in terms of the DESIGN MANUAL and approved by the HOA.
- 28.7. The HOA shall not be liable for damages, expenses or costs caused to residents due to flooding and excess storm water.

## **29 WARNINGS AND PENALTIES**

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- 29.1. Warnings and Penalties are issued according to Annexure G Compliance Policy as published on the Lovemore Heights Estate Website. They are to be paid into the HOA account within 30 days from date of being issued. If an OWNER feels the FINE is unwarranted, they may appeal in writing to the EXCOM but the FINE must be paid in the meantime.
- 29.2. The HOA shall investigate (in such manner as it deems fit) written complaints received from RESIDENTS relating to the behaviour and/or conduct of other RESIDENTS and persons on or about the ESTATE and shall take such steps with regard thereto as it may deem fit. The HOA shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received. If any person contravenes or fails to comply with any of the provisions of these ESTATE RULES or any conditions imposed by or directives given by the HOA in terms of these ESTATE RULES, the EXCOM or SECURITY EXCOM shall be entitled (without limiting any other rights afforded to them in terms of these ESTATE RULES) to impose a FINE as may be approved by the HOA from time to time on the person concerned.
- 29.3. If the person concerned is a family member, guest, tenant or other invitee of a MEMBER, that MEMBER will be liable for payment of such FINE. Any FINE imposed on a MEMBER and/or his family members, tenant, guest or other invitee shall be deemed to be a debt due and payable by the MEMBER concerned to the HOA forthwith on demand.
- 29.4. The EXCOM has a right to impose a fine for each breach of these rules. The EXCOM shall first notify the offender in writing of the rule breached and that if the breach

persists from the date of notification the fine that will be imposed. A list of transgressions and fines can be found in Annexure G, which may be amended from time to time.

- 29.5. The EXCOM has a right to impose a fine for each or any breach of the Building Manual rules. The EXCOM shall first notify the offender in writing of the rule breached and that if the breach persists from the date of notification the fine that will be imposed. The amount of the fine imposed will be decided by the EXCOM dependant on the gravity of the transgression and the duration of the offence. The amount may vary from R500 – R10 000 per month, as per Annexure G hereto (List of Transgressions), which may be amended from time to time.

## **30 ENFORCEMENT OF THE ESTATE RULES - INTERNALLY**

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- 30.1. In the event of any MEMBER disputing the fact that he has committed a breach of any of the ESTATE RULES or in the event of any MEMBER appealing against a penalty, an ad hoc committee comprising of 3 (THREE) EXCOM, will be appointed by the CHAIRMAN for that purpose and shall adjudicate upon the issue at such time and in such manner and according to such procedure as the CHAIRMAN may direct. Proceedings will take place without legal representation.
- 30.2. For purposes of the enforcement of any of the ESTATE RULES, the EXCOM may take or cause to be taken such steps as they may consider necessary to remedy the breach of the ESTATE RULES of which a RESIDENT may be guilty, and the HOA may take such action, including court proceedings, as it may deem fit.
- 30.3. For the enforcement of any of the rules made by the HOA in terms of this clause, or of any of the provisions of this Constitution generally, the EXCOM may:
- 30.3.1. give notice to the Member concerned requiring him to remedy such breach within such period as the EXCOM may determine; and/or take or cause to be taken such steps, as they may consider necessary to remedy the breach of the rule or provision of which the Member may be guilty, and debit the cost of so doing to the Member concerned, which amount shall be deemed to be a debt owing by the Member concerned to the Association; and/or
- 30.3.2. take such action including the imposition of a fine,
- 30.3.3. Or, if all internal dispute resolution mechanisms have been exhausted, apply to the Community Schemes Ombud Service (CSOS) for dispute resolution, as they may deem fit.

## **31 ENFORCEMENT OF ESTATE RULES – EXTERNALLY**

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- 31.1 Notwithstanding the above proceedings listed in paragraph 30 above, the EXCOM reserve the right to institute civil action in a court of competent jurisdiction or lay criminal charges against a transgressor, in the name of the HOA. Notwithstanding the foregoing, the EXCOM may in the name of the HOA enforce the provisions of any ESTATE RULES by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.
- 31.2 Should the EXCOM institute any legal proceedings against any Member or resident on the Estate for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated as between attorney and own client, including tracing fees and collection commission, should the ruling be in the favour of the HOA.

## **32 GENERAL ESTATE RULES**

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- 31.1. The HOA shall have control of the use of all recreational and entertainment facilities and all other amenities on the COMMON PROPERTY of the ESTATE and the EXCOM shall have the right to levy charges for the use thereof.
- 31.2. In general, where no specific ESTATE RULES have applicability, the EXCOM reserve the right to make ESTATE RULES from time to time that they may deem necessary subject to the approval of the HOA.
- 31.3. The EXCOM will publish any changes in the ESTATE RULES on the Community Portal under Documents.
- 31.4. The Home Owners Association has the power and the authority at any time to amend these rules or add to them as it may deem appropriate from time to time.
- 31.5. Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels legitimately aggrieved, the EXCOM may provide for consideration to allowing the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely in EXOM's discretion and shall be binding on all parties. A concession form is to be completed and held on record.
- 31.6. In the event of any breach of the rules by the members of an owner's household, his guests, lessees, clients, invitees or employees, such breach shall be deemed to have been committed by the owner himself, but without prejudice to the a foregoing, the EXCOM may take or cause to be taken such steps against the person actually committing the indiscretion as they in their discretion may deem fit.
- 31.7. The Association may in general meeting itself make any rules in regard to any matter and may also vary or modify any rule made by it or by the EXCOM from time to time.

31.8. All rules must be reasonable and must apply equally to all Owners of Erven put to substantially the same use.