



# *Willow Acres*

ESTATE

## **ESTATE RULES**

**(Made in terms of the provisions of Sections 15(3), 15(4) and 15(5)  
of the Companies Act read with the provisions of Clause 7 of the  
Memorandum of Incorporation of Willow Acres Homeowners  
Association NPC)**

**DECEMBER 2025**

**THE ESTATE RULES OF  
WILLOW ACRES HOME OWNERS' ASSOCIATION NPC**

(A Non-profit Company with voting members)

As ratified by the Members in terms of Paragraph 7 of the Memorandum of Incorporation

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**THE RULES  
OF  
WILLOW ACRES HOMEOWNERS' ASSOCIATION NPC**

**1. PREAMBLE**

- 1.1. The Estate Rules are made, amended or repealed by the Board of Directors of the Willow Acres Home Owners Association NPC (hereinafter "the Association") as mandated in terms of the Memorandum of Incorporation of the Association and executed and enforced through the Office Management together with the Board.
- 1.2. Living in the Willow Acres Estate of which the Association acts as governing body means being part of a community which shares a secure and high-quality lifestyle through an acceptable set of Rules by which occupiers of Units in the Estate may live together, reasonably and harmoniously, without interfering with one another's enjoyment, to the benefit of all.
- 1.3. Genuine respect and consideration by all occupiers for each other will obviously assure agreeable accord and contented association in the Willow Acres Estate.
- 1.4. In the event of differences or annoyances, the occupiers involved should attempt to, as far as possible, settle the matter between themselves, exercising respect, due tolerance, fairness and consideration. The Association shall only consider complaints (in its sole discretion) if submitted in writing to Management of the Association with sufficient detail that previous attempts to settle the difference or annoyance were unsuccessful. The Association can also only get involved with transgressions of the Rules of the Association.
- 1.5. The Rules are required to be reasonable, binding on and to apply equally to all Members and Residents or visitors to the Willow Acres Estate. Based upon this rationale, the Rules should be seen to be a judicious framework to safeguard and promote appropriate and fair interaction as well as to enhance the security, aesthetics and environment. The Rules will be ratified by the Members at a Meeting of members of the Association and will be binding on all Members, their households, tenants, visitors, their households and invitees.
- 1.6. Any act or omission deemed a transgression of the provisions of the Memorandum of Incorporation and/or the Estate Rules whether indicated as a transgression and/or carrying a penalty or other appropriate sanction is in the sole discretion of the Board of Directors of the Association.
- 1.7. Persistent transgressions may result in higher penalties and/or legal intervention at the discretion of the Board of Directors of the Association.

## 2. INTERPRETATION AND GENERAL

- 2.1. Unless the context otherwise indicates, the words and phrases as used or referred to in these Rules shall bear the same meaning as ascribed to such words and phrases in the Memorandum of Incorporation of the Association.
- 2.2. In interpreting or construing these Rules, unless the context indicates otherwise:
  - 2.2.1. any reference to the singular shall include the plural and vice versa; and
  - 2.2.2. any reference to any gender shall include a reference to a legal or corporate person/entity and *vice versa*; and
  - 2.2.3. any reference to a natural person shall include a reference to a legal or corporate person/entity (whether incorporated or unincorporated) and *vice versa*; and
  - 2.2.4. paragraph headings are for reference purposes only, and shall not be taken into account in interpreting or construing the import or tenor of these Rules or any clause or provision.
- 2.3. In the event of any conflict between the provisions of these Rules and the provisions of the Memorandum of Incorporation, the provisions of the Memorandum of Incorporation shall prevail.
- 2.4. Where the consent of the Directors is required for any purpose same shall, unless the context expressly indicates otherwise:
  - 2.4.1. refer to the prior written consent of the Directors; and
  - 2.4.2. consent will only be effective if reduced to writing and supported by a Board of Directors resolution of the Association or a Committee or the Management decision duly established and authorised by the Board of Directors; and
  - 2.4.3. the consent shall not be unreasonably withheld and in the event of the refusal or withholding of such consent, the onus shall be on the Member seeking consent to prove that the refusal or withholding of the consent was unreasonable; and
  - 2.4.4. reference to consent shall be deemed to include a reference to any consent, approval or permission which may be required of the Directors and/or the Association.

- 2.5. The terms, conditions, rights, promises, obligations, undertakings, covenants, restraints, obligations and provisions contained, conferred or imposed under these Rules (and all of which are for convenience referred to as “provisions”) are severable and divisible as to each provision, or part thereof, and should any provision be found to be invalid or unenforceable by a competent court, such a finding shall, subject to the order of such court, not affect the validity and/or enforceability of the remaining provisions or parts thereof.
- 2.6. Each Member is responsible for any person that he/she authorize to have access to the Willow Acres Estate and shall ensure that they are aware of and abide by these Rules.
- 2.7. These Rules replace and supersede all previous Rules issued and approved by the Association; in this respect, the following applies:
  - 2.7.1. Subject to the provisions of the Rules on and after the commencement hereof, anything which was done under a provision of the Rules in effect on the day immediately preceding the day on which the Rules come into effect and which could be done under a corresponding provision of the Rules, is deemed to have been done under that corresponding provision.
  - 2.7.2. The coming into effect of the Rules does not affect any rights, debts, obligations and/or any liabilities which existed on the day immediately preceding the day on which the Rules come into effect and such rights, debts, obligations and liabilities shall continue under the Rules on and after the commencement date and shall be deemed to have existed under, in terms of or by virtue of a corresponding provision of the Rules.
- 2.8. No extension of time, waiver, relaxation or indulgence granted or shown by the Directors in respect of any provision of these Rules shall operate as an estoppel against the Directors of the Association in respect of the enforcement and interpretation of these Rules, nor shall it operate as to preclude the Directors thereafter from exercising and/or enforcing any of the Association’s rights, and the obligations of any Member, strictly in accordance with these Rules.

### 3. DEFINITIONS APPLICABLE TO THESE RULES

- 3.1. *"The Association" shall mean Willow Acres Homeowners Association NPC, a non-profit company with voting members, duly incorporated and established in terms of the provisions of the Companies Act, Act 71 of 2008;*
- 3.2. **"Building"** shall mean a relatively permanent enclosed construction over an Erf, having a roof and usually windows and often more than one level, used for a wide variety of activities, for habitation, entertaining, garaging of vehicles or the like. "Building" includes anything built or constructed;
- 3.3. **"Class 1 Vehicles"** Light vehicles are motor vehicles, other than heavy vehicles, with or without a trailer and include motorcycles, motor tricycles and motor cars.
- 3.4. **"Class 2 Vehicles"** Medium heavy vehicles are heavy vehicles, with two axles (8-16 Ton
- 3.5. **"Erf"** shall mean an erf as defined in the Ordinance and the Gauteng Planning and Development Act, 2003 and includes any resultant portion of an Erf;
- 3.6. **"Estate"** shall mean the Willow Acres Estate consisting of the Willow Acres Township, all erven and all open spaces falling under the governance of the Association;
- 3.7. **"Estate Office"** shall mean land and building or part of a building used for professional, clerical, administrative, management, marketing and consulting services for the exclusive use of the Association;
- 3.8. **"Existing Building"** shall mean respectively a building or work erected or carried out before the relative date set out in the definition of "Existing Use" and includes a building or work;
  - 3.8.1. erected or carried out in pursuance of a contract made before the relevant date given in the definition of "Existing Use",
  - 3.8.2. begun before, but completed after, the said date,
  - 3.8.3. erected or carried out in accordance with the terms of any permission granted by the Municipality before the said date: Provided that, notwithstanding the aforementioned definition the Municipality may refuse to regard any building or work which was the subject of a prohibition or instruction as contemplated in Section 43 of the Ordinance 15 of 1986 ("the Ordinance") as an existing building or an existing work;

- 3.9. **“Existing Use”** shall mean subject to Section 43 of the Ordinance, the continuous lawful use of a building or land for the purpose for which it was erected or was lawfully being used;
- 3.10. **“Home Enterprise/Business”** shall mean the practice of an activity, business, hobby or occupation in a dwelling-unit excluding a commune, a guest-house, block of tenements, a boarding house, hostel and hotel, with the aim of deriving an income there-from.
- 3.11. **“Municipality”** or **“Local Authority”** shall mean the City of Tshwane Metropolitan Municipality established and instituted in terms of Notice 6770 of 2000 promulgated in terms of Section 12(1) of the Local Government Structures Act, 1998 (Act of 1998) as amended;
- 3.12. **“Municipal Purposes”** shall mean such purposes as the Municipality may be authorised to carry out in terms of any law governing municipalities including but not limited to the Local Government Municipal Structures, 1998 (Act 117 of 1998) and the Local Government Municipal Systems Act, 2000 (Act 32 of 2000);
- 3.13. **“Municipal services”** shall mean infrastructure services such as electricity cables, water pipes, sewage pipes, stormwater systems, street furniture, electricity poles, light poles, traffic signs, roads, electrical distribution boxes, etc.;
- 3.14. **“Occupant”** shall mean any member, the household and family of any member, the tenants, visitors or the household or family of any tenants and visitors, any invitees or contractors of members or tenants, or any person entering and gaining access to the Willow Acres Estate through or under the authority of the Association or any of its members.
- 3.15. **“Open space”** shall mean land which is permanently free of buildings or structures and which provides recreational, ecological, socio-economic and place-making functions such as natural areas, nature conservation areas, protected areas, nature reserve and includes ridges, watercourses, wetlands ecological sensitive areas, parks and squares as defined in the Local Authority Guidelines for Open Space Framework and may include ablution facilities, pergolas, benches and braai facilities;
- 3.16. **“Outbuilding”** shall mean a building(s) which has its own entrance or door and no inter-leading door to the main building, which is attached, or free standing from the main building on the same property and which may contain:
- 3.16.1. garages, storerooms, studios, exercise rooms, hobby rooms, music room, washrooms and a Home Enterprise, etc.;
- 3.16.2. a squash court only with the permission of the Local Authority and the Association;  
and

- 3.16.3. residential accommodation, which shall not exceed 20% of the floor area of the main building up to a maximum of 50 m<sup>2</sup> without the permission of the Local Authority and the Association and which may consist of habitable rooms, bathroom (s) and only one kitchen:

Provided that such outbuilding has a common vehicular access with the main building and it is for the purposes of only the occupants of the main building and their staff and the total gross floor area of the main building without the permission of the Local Authority and the Association and such outbuildings shall not be leased to tenants or sold under sectional title.

- 3.17. **“Owner”** or **“Member”** shall mean in relation to land or a registered right in land, the person in whose name such land or right is registered, in a Deeds Registry in terms of Registry Act, 1937 (Act 47 of 1937) and includes –

3.17.1. if the owner is deceased, the executor of the deceased estate;

3.17.2. if the estate of the owner has been sequestered, the Trustee of the insolvent estate;

3.17.3. if the owner is a company or other juristic person that is being liquidated and wound up, the liquidator thereof;

3.17.4. if the owner is under legal disability, the owner’s legal curator;

3.17.5. the authorised representative of the owner; or

3.17.6. in the case of a road or public space under the control of the Local Authority,

- 3.18. **“Panhandle”** shall mean that portion of a property, which is –

3.18.1. at least 3 m wide and not more than 8 m wide; and

3.18.2. used exclusively as an access to a public street;

- 3.19. **“Permission of the Local Authority”** shall mean the legal permission or approval granted by the Local Authority to use land and buildings for a specific use or to relax certain conditions applicable to the use of land and buildings;

- 3.20. **“Public open space”** shall mean any open space as defined and vested in the Local Authority under Section 63 of the Local Government Ordinance, 1939 (Ordinance 17 of 1939) to which the general public has right of access;

- 3.21. **“Sectional title”** shall mean a scheme in terms of which a building or buildings situated or to be erected in the Township is or are, for the purpose of selling, letting or otherwise dealing therewith, to be divided into two or more sections, or as contemplated in the proviso to Section 2(a) of the Sectional Titles Act;
- 3.22. **“Sport and recreation club / clubhouse”** shall mean land, buildings and estate office used indoor and /or outdoor sport such as soccer, rugby, cricket, hockey, tennis, swimming, golf etc. by members of the club and their guest only and may include unit(s) for staff only, a place of refreshment and social hall ancillary and subservient to the main use on the property;
- 3.23. **“Street frontage”** shall mean the common boundary between a property and public street;
- 3.24. **“Street or public street”** shall mean any street, road or thoroughfare shown on the General Plan of a township, agricultural holding or other division of land or in respect of which the public have acquired a prescriptive or other right of way or zoned as Existing Street;
- 3.25. **“Structure”** shall mean a construction, permanent or temporary by nature, or any material or combination of materials, with or without a roof;
- 3.26. **“Surrounding Owners”** shall mean the owners of any property abutting or sharing a common boundary with the relevant property including any property which is only separated by a road and any such other owners of property in the near vicinity as the Local Authority or the Association may specifically identify;
- 3.27. **“Unit”** shall mean a dwelling unit as defined in the applicable Town Planning Scheme, with or without outbuildings, includes a Full Title stand, Sectional Title Unit and a vacant stand;

## 4. SPECIFIC RULES

### 4.1. GOOD NEIGHBOURLINESS

4.1.1. No persons shall make or cause to be made any objective undue disturbance or noise or do anything or allow anything to be done that may constitute any unreasonable nuisance to other Occupants.

4.1.2. Noise caused by or arising as a result of any entertainment or recreational activities or altercations or commotion from any property must be confined to the property and should not objectively cause any unreasonable disturbance to any surrounding properties at any time.

4.1.3. Power tools, lawnmowers, grass trimmers and the like shall only be used between the following hours:

<b>DAYS</b>	<b>TIME</b>
Monday to Friday	07:00 to 18:00
Saturday	08:00 to 18:00
Sundays and public holidays	09:00 to 12:00

4.1.4. After Clause 1.4 of the rules has been exhausted by members, complaints of noise disturbances causing a nuisance, are to be delivered to Willow Acres Management by means of a written submission setting out sufficient information and specificity in respect of the incident causing a noise disturbance within a period of not more than 2 (two) days from the date of noise disturbance to enable Willow Acres management to investigate the incident and act upon the complaint and sanction as per the powers in the Memorandum of Incorporation.

4.1.5. If the noise disturbance complaint is as result of loud music or a loud party or as a result of domestic violence, Willow Acres Management may call the assistance of the South African Police Services to take control of noise disturbance issue.

4.1.6. If the nature and source of the noise disturbance complaint is constant and from a regular complainant and in the opinion of Willow Acres Management necessitate the intervention of the Local Council it will be reported for further investigation and intervention by Health Inspector of Tshwane Metropolitan Municipality.

## **4.2. WASTE MANAGEMENT**

- 4.2.1. All refuse, household- as well as garden refuse, recycling and the like, may not be placed on pavements before 18:00 the night before collection day and must be removed from street view on the same day as collection.
- 4.2.2. Refuse bins and/or refuse bags are to be placed or screened away from sight of neighbouring properties and street view.
- 4.2.3. Members must only make use of the refuse collection service provider contracted by the Association. The cost for the refuse collection will be recovered from the Member via the levy statement.
- 4.2.4. Members must ensure that their refuse bins are maintained in a hygienic condition and are free of foul odours.
- 4.2.5. Members are encouraged to make use of the Association's recycling program, the cost of which is included in the Household Refuse Removal.
- 4.2.6. No rubble, garden- or other refuse may be dumped or discarded anywhere in the Estate.
- 4.2.7. No littering is allowed.

## **4.3. USE OF THE STREETS**

- 4.3.1. The roads in the estate do not belong to the Association but are owned by Tshwane Municipality.
- 4.3.2. All upkeep and maintenance of the streets and services of infrastructure are the responsibility of Tshwane Municipality.
- 4.3.3. The streets of the Estate are for the use of all Occupants, whether it be on foot, bicycle, motorcycle, motor vehicles or the like.
- 4.3.4. All roads on the Estate are public roads and are subject to the relevant road traffic ordinances and bylaws.
- 4.3.5. Parents, guardians or caregivers of children are solely responsible for the children's safety and for ensuring that the children are made aware of the dangers relating to the use of streets. All drivers are held responsible for their conduct in respect of controlling their vehicles, moderating their speed and driving style to the likelihood of children and others being encountered on the roads within the Estate

- 4.3.6. The Association is not authorised to enforce road traffic ordinances and/or bylaws.
- 4.3.7. The Association has the right to enforce the Estate Rules and sanctions as provided therein. The Association therefore has the right to impose a penalty in terms of the Estate Rules upon the breach of any Estate Rule.
- 4.3.8. The speed limit is restricted to 25 kilometres per hour for all motorised and non-motorised vehicles in the Estate. The Gauteng Provincial Road Traffic Ordinance remain in force. Extreme caution should be taken near designated children's play areas and communal areas.
- 4.3.9. In terms of the provisions of the Memorandum of Incorporation, members agreed that the Association shall have the right to impose penalties in consequence of a contravention of the provisions of the Estate Rules. Such penalty shall not be deemed a fine in terms of the Road Traffic Act, but a penalty contractually agreed to between Members and the Association in the event of a breach of the Estate Rules.
- 4.3.10. All motorised vehicles are only permitted to be driven by licensed drivers on demarcated roads only. Green areas and sidewalks are off limits, except for the security provider that may use the areas as well as the security track as required from time to time.

#### **4.4. PARKING**

- 4.4.1. Occupants and their guests must ensure that all motor vehicles should be parked having due regard to the convenience of other occupants.
- 4.4.2. No vehicle or movable item may be parked, semi-parked, permanently parked or stored on a vacant stand, open stand, public open space, green belt area, sidewalks, in streets and/or walkthrough to the Security Track where it affects or obstructs the flow of traffic and/or obstruct access to driveways or garages and/or the movement of security patrol vehicles.
- 4.4.3. The execution of any major vehicle repairs of whatsoever nature in any area of the Estate is strictly prohibited and all Occupants must ensure that their vehicles do not have any leaks that will stain surfaces within the Estate. The owner of the Property will bear all costs of the cleaning of such stains and the rectification of such damages.
- 4.4.4. No long-term parking or storage of any kind of vehicle other than Class 1 vehicles will be allowed. No industrial and/or commercial vehicles may be parked and/or stored in the Estate unless completely screened off on own property. Vehicle screen covers for Class 1 vehicles need to be maintained and regularly replaced.

- 4.4.5. The Association reserves the right to limit the number of or refuse vehicles access to the Estate for Occupants where parking regulations are being continuously infringed or where insufficient parking exists.

#### **4.5. ENSURING A PLEASING STREETScape**

- 4.5.1. The participation and contribution of every Occupant will help create a neat and pleasing streetscape. All members are obliged to maintain, trim and keep clean, tidy and manicured any trees, plants and shrubs that have been planted on the sidewalk of a property by the Association. The Association may plant indigenous trees on the sidewalks.
- 4.5.2. Each Member is responsible for maintaining the area between the kerb and the boundary of their property in a clean and pleasing condition. The Association may compel the Member and/or tenant to improve the aesthetic appearance of this area when deemed necessary, at the cost of the Member.
- 4.5.3. Bollards only may be used on sidewalks with the prior written permission of the Association.
- 4.5.4. Each Member is responsible for maintaining their gardens and property, which includes walls and/or garden fences, embellishments, side gates, roof structures, garage doors, pavements, general house maintenance requirements and outbuildings in a pristine state in order to maintain the aesthetic appearance of the estate when deemed necessary, at the cost of the member.
- 4.5.5. No sidewalk trees, plants or lawn may be damaged or removed without the written permission of the Association.
- 4.5.6. Garden fences, walls, palisades and/or outbuildings forming part of the streetscape or the Security Track shall be regularly repaired, maintained and painted by the Occupant where necessary. Any wire and plastic mesh as well as steel palisade fencing is not permitted unless already existing with approval.
- 4.5.7. All movable items on a Member's Unit, including but not limited to vehicles, caravans, mobile campers, motorbikes, quad bikes, trailers, boats, equipment, tools, refuse bins, engine / vehicle parts, vehicles in despair or unserviceable vehicles, as well as any accommodation for pets, must be located out of view or be screened from view, and shall be positioned discreetly and located out of view from the street front.
- 4.5.8. Vacant Erven must be kept clean and tidy.

- 4.5.9. Grass shall be cut on a regular basis to the satisfaction of the Association, failing which the Association reserves the right to cut, clean and maintain the Erf at the Member's expense, which costs shall be payable on demand via levy account.
- 4.5.10. Vacant Erven that allow a walk-through by pedestrians must be fenced off on one end to stop walk-through traffic.

#### **4.6. ANIMALS**

- 4.6.1. Local Authority bylaws relating to any pets will be applied in addition to the Rules of the Association, and in the event of a conflict, local authority bylaws will prevail.
- 4.6.2. Occupants may not keep more than three animals (dogs and/or cats) on their property.
- 4.6.3. Before acquiring a pet, a member must acquaint themselves with all the Rules of the Association pertaining to pets and must understand the impact and responsibilities of keeping an animal in an Estate environment.
- 4.6.4. Serious consideration must be given to the type of dog a member wants to acquire as keeping large breed dogs place additional responsibilities on the Member.
- 4.6.5. Dogs must always be kept behind a proper fence and must not be able to breach such fence in any way.
- 4.6.6. Members must keep the area in which the dogs are kept in a clean and sanitary condition to prevent unpleasant smells and discomfort to the adjacent neighbours. All droppings and food scraps must be removed from any premises at adequate intervals.
- 4.6.7. The breeding of dogs inside the Estate, whether incidental, commercial or otherwise, is not permissible.
- 4.6.8. Poultry, racing pigeons, aviaries, birds (other than those kept inside the house as pets), wild animals, livestock or the like, may under no circumstances be brought into or kept in/on the Estate. For exotic animals the permit issued by Nature Conservation must be submitted to obtain written permission from the Association to keep the animal on the Estate

- 4.6.9. Pets are not permitted to roam the streets and dogs shall be kept on a leash in all common areas of the Estate at all times in any open spaces of the Estate at all times. Dogs may under no circumstances be allowed to chase after any other dogs, birds and the like.
- 4.6.10. Members walking dogs shall have a plastic bag with them and are responsible to immediately remove any dog excrement in open space should animal excrement be deposited in other member's properties, or in an open space, the pet owner or pet handler shall be responsible for the immediate removal thereof.
- 4.6.11. Whenever pets are left alone when Occupants are going away for extended periods such as the festive season/ holidays/weekends/long weekends. The Occupant is responsible to employ a pet minder on a daily basis to take full responsibility for feeding and caring during this period.
- 4.6.12. Pet minders should be available at any time should the pet become a nuisance during this time.
- 4.6.13. The Association has the right to remove a nuisance animal during this period to a place of safety. Any associated costs of the removal and shelter of an animal will be for the owners' account
- 4.6.14. Dogs left behind when Occupants go on leave or otherwise vacate their properties must be well taken care of. Any dog found to be neglected by its owner or caretaker will be handed over to the nearest SPCA or other relevant authority.
- 4.6.15. Dog owners will be responsible to arrange for the access of persons who will be taking care of their pets in their absence.
- 4.6.16. Occupants must ensure that their dogs and cats are either micro-chipped or are fitted with collars and a disc reflecting the stand number, owner's name and telephone number. Unidentified dogs and cats found roaming will be removed to an appropriate pet facility or the SPCA or other relevant authority by the Association staff or any of their service providers, the cost of removal and shelter which will be for the Member's levy account.
- 4.6.17. Members must take firm measures in preventing their dogs from becoming a nuisance to the neighbourhood in any way. Any animal causing a nuisance and disturbance of the peace shall be deemed to be a contravention of these Association Estate Rules by the owner and such owner shall be liable for a penalty as set out in the schedule of penalty levies as adopted and amended by the Association from time to time.
- 4.6.18. The Association shall not be responsible for any damages or injuries caused by any dog or animal to any person, animal or property.

- 4.6.19. "Pocket pets" such as guinea pigs, rats, mice and rabbits may not be released or left unattended in any open space
- 4.6.20. The Association shall have the right to demand that an Occupant remove a pet (whether or not permission has previously been granted in respect thereof) If a pet(s) become a nuisance or threaten neighbours and / or members in any manner whatsoever, the Association has the right to remove such pet.
- 4.6.21. Complaints received from the Association in respect of pets shall be dealt with in an appropriate manner. If after being warned of a disturbance reported to the Association, and the owner of the pet either fails, neglects or refuses to remedy such complaint, the Association shall have the right to insist on the removal of the pet from the Property, and may take any action necessary to enforce the removal of the pet in which case the directors of the Association will not be held liable for any injury and / or damage caused as a result thereof.
- 4.6.22. The Association expects Occupants to ensure that the necessary consideration towards neighbours is demonstrated in the area of excessive barking of dogs, and loud noises from other pets – parrots, etc. Occupants are expected to resolve any problem issues between themselves in a manner that is consistent with the consideration and mutual co-operation that is an inherent part of community living. Where there are disputes that for any reason cannot be resolved, various remedies exist via the dispute resolution process.
- 4.6.23. Under no circumstances whatsoever, will the slaughtering of any animal be permitted on any open spaces. The slaughtering of an animal will be allowed with the prior written permission of the Association where the intended slaughtering is for cultural or religious purposes.
- 4.6.24. The following must be observed prior to obtaining permission Notice of the Owners intention to slaughter an animal must be given in writing to the Estate Manager at least two weeks prior to the event.
- 4.6.25. A notice from the local authority (Tshwane Municipality) must accompany the written notice confirming that all bylaws with regards to the ritual or cultural slaughter have been/will be complied with.
- 4.6.26. A certificate from the SPCA must accompany the above notice confirming that an OFFICIAL from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter

- 4.6.27. Written Notice must be given to all adjacent properties setting out the date and time of the proposed slaughter and proof of the receipt of such written notice by the owner/tenant responsible for the property must be timeously submitted to the Estate Manager.
- 4.6.28. Failure to comply with the requirements set out above will entitle the Association to prevent the act of ritual or cultural slaughtering from taking place on the premises and/or the issuing of a non-compliance penalty upon the owner.

#### **4.7 SEWAGE AND STORM-WATER**

- 4.7.1 Sewage must discharge into the sewage reticulation system and not into the stormwater reticulation system and must comply with the local municipal authority regulations. Water from an irrigation system, swimming pool, water feature, jacuzzi, fish pond, basement or sump must either be discharged evenly onto the natural ground inside the boundaries of the Unit and not onto or via the road surfaces.
- 4.7.2 Where necessary members must obtain a written agreement and consent from adjacent owners of properties and especially adjacent owners of lower lying properties regarding the management of storm water. Members with lower lying properties may not unreasonably refuse to accept storm water from higher lying properties in accordance with Local Municipal Authority requirements. Where needed, application can be made to the Local Authority to install an appropriate sub-soil drain on the road reserve of the property, which installation shall comply with engineering specifications, and the costs of which shall be for the account of the Member.
- 4.7.3 In order to prevent any damage to roads in the Estate, Occupants should refrain from excessively discharging irrigation water or water used to wash down pavements, vehicles etc. into the roads. This may not lead to the discharging of rubble, dirt or leaves in roads. The Owner is responsible to collect all gardens waste and to maintain the street and area in front of his property.

#### **4.8 FIREARMS and DANGEROUS WEAPONS**

- 4.8.1 No dangerous weapons, which include, but is not limited to, explosives, swords, knives, pangas, or any object considered to be used to cause harm, or firearms may be displayed, operated, discharged or activated on the Estate or brought to and displayed, operated, discharged or activated at any meeting of the Association.

## 4.9 GENERAL

- 4.9.1 Members, Occupants and their guests are urged to leave any natural or communal open space visited in a clean and hygienic condition. Occupants are urged to pick up and dispose of any litter encountered in such open spaces.
- 4.9.2 The consumption of alcohol is prohibited in any open space or communal area including the entrance to the Willow Acres Estate.
- 4.9.3 No fires may be lit in any such natural or open space or communal area.
- 4.9.4 Flora as well as any natural features such as dead wood, rocks and any items of archaeological significance may not be damaged, removed or moved from any open space.
- 4.9.5 Fauna of any nature shall not be chased, trapped, harmed or interfered with in anyway whatsoever.
- 4.9.6 All swimming pools must conform to the National Building Regulations with regards to access and no person shall have access to a pool from any street, public place or any adjoining site other than through a self-closing or self-latching gate.
- 4.9.7 No bathing by Members and/or pets or other domestic animals shall be allowed in any public water feature or other occupants' properties.
- 4.9.8 The use of fireworks is strictly prohibited within the Estate at all times.
- 4.9.9 Garden, security and other floodlights shall be adequately screened so as not to cause a discomfort or any nuisance to neighbouring and/or other Members/Occupants.
- 4.9.10 Occupants' use of any open space areas, including the tennis court and the play park adjacent to the clubhouse facility, is entirely at their own risk at all times. The Association shall entertain no claims for damages of whatsoever nature arising from the use of any facilities or any other cause whatsoever.
- 4.9.11 Where a unit on a stand has been completed, and such Unit remains unoccupied, the Member concerned shall ensure that the Unit is properly locked, ensure pool safety and maintenance, properly control and maintain electrical and water services and properly maintain the garden and pavement. The Association reserves the right to maintain any aspect of the unit at the Member's expense payable on demand.

- 4.9.12 In the case of incomplete buildings, the Association may at any time assess the situation from a safety, security, maintenance and aesthetics point of view, and at its discretion impose a penalty, and/or commence legal action to remedy any deficiency identified to ensure compliance with the Rules. The Member concerned will be responsible for all costs in this regard which is payable on demand.
- 4.9.13 No unauthorised advertising by external service providers, visitors and Occupants will be allowed in the Estate and at its entrances. Advertisements may form part of or be included in the electronic newsletters which will be communicated as and when necessary. No advertising or signboards other than official Willow Acres Estate signboards or the like shall be placed, affixed or attached on or near an Erf or in any other visible area.
- 4.9.14 No burning of rubbish in the Estate is permitted.
- 4.9.15 No vandalism of whatsoever nature shall be tolerated.
- 4.9.16 The following behaviour or misconduct of an Occupant will not be tolerated:
- 4.9.16.1 consumption of alcohol in public or beyond the boundaries of the home owner's property and or designated social areas;
  - 4.9.16.2 Malicious damage to property;
  - 4.9.16.3 Reckless endangerment of lives or animals/birds on the Estate;
  - 4.9.16.4 Assault and attempt thereat, intimidation or threats of violence;
  - 4.9.16.5 Abusive or uncouth behaviour
  - 4.9.16.6 Public indecency;
  - 4.9.16.7 Illegal trespassing.
- 4.9.17 Professionally manufactured washing lines must be erected to consider all neighbours and must be suitably screened from any street and/or neighbouring Units. No washing lines shall be facing the streetscape and no washing or any other items such as blankets, carpets, curtains and beds or blankets for pets or similar items shall be placed on any boundary or other wall or balustrade, or on any balcony for drying or any other purposes.
- 4.9.18 In accordance with the rules of the South African Aviation Authority, Remotely Piloted Aircraft Systems (RPAS) such as drones, hovercrafts or any other remote-controlled flying objects such as Model Aircraft may not be operated in the Estate.
- 4.9.19 Toy Aircraft (designed and intended for use in play by children) may only be operated in the Estate for recreational purposes without causing a nuisance or endangering other Occupants, within the boundary of their own property and may not exceed 30 grams in weight. Toy Aircrafts fitted with a camera or photographic device may not be used for recreational purposes.

## **5 CLUBHOUSE**

- 5.1 Occupants who use the facilities of the Clubhouse, including the Tennis Court or the play park area will be subject to a general code of conduct and behaviour that is reasonably expected from Occupants of the Estate.
- 5.2 Function guests at the Clubhouse will receive preferential parking.
- 5.3 Limited casual and or short-term parking is available at the Clubhouse with the written permission of the Association. Permanent parking is not allowed at the Clubhouse.
- 5.4 No person not hiring the Clubhouse is allowed to make use of the Clubhouse Parking and Play area for recreational purposes after 20h00.

## 6 USE OF RECREATIONAL AMENITIES

- 6.1 An Occupant's use of any open space, communal areas, including the Clubhouse, play area, Security Track and Green Belt area, is at all times entirely at their own risk. Without limitations thereto, the Association will not be held liable for any damage or harm caused to any person or property which arises from their use of any other communal areas.
- 6.2 The Association, its agents, Contractors, Employees and Appointees shall not be liable for any injury, loss, death or damage to any person or property, arising from any cause whatsoever including, without limitation thereto, the negligence of the above persons, the Association or the acts of any of its Agents or Employees or Appointees.

Whilst every effort is made to secure and monitor the open space, communal areas, including the Clubhouse, play area, Security Track and Green Belt area, the Association and its Agents, Employees or Appointees shall not be deemed to have warranted the safety of any person or property, whether movable or immovable on the Willow Acres Estate.

- 6.3 The Clubhouse play park area and equipment are to be used with care and only by children under the age of 13 years with adult supervision.

### 6.4 Trampoline

- 6.4.1 Only two (2) persons may simultaneously be on the trampoline.
- 6.4.2 No vandalism of this equipment will be tolerated. Cost to repair the trampolines or any other supplied equipment due to vandalism or inappropriate use, will be for the account of the transgressor's parent/guardian.

### 6.5 Tennis Courts

- 6.5.1 Bookings for the Tennis Court during office hours can be done at the Admin Office in person or telephonically on the day of play.

<b>ADMIN OFFICE:</b>	(012) 809 1955 / 087 150 8609
<b>SECURITY GATE:</b>	(012) 809 1918 / 087 150 8610

- 6.5.2 Booking after hours, weekends & Public Holidays must be done at the Security gate.
- 6.5.3 No persons are allowed to access the Tennis Court through any other access than the existing tennis court access gate. This gate must be locked after play and the keys may be collected and/or returned immediately to the Admin Office during office hours or at the Security gate after hours.
- 6.5.4 No booking longer than one hour and only one session can be booked in the peak time. Should there be no booking directly after such a session in peak time, the court may be booked by the players for another session only after 10 minutes past the hour.

6.5.4.1 Peak times are:

<b>DAYS</b>	<b>TIME</b>
Weekdays	16h00 – 19h00
Weekends & Public Holidays	07h00 - 10h00 & 16h00 – 19h00

6.5.4.2 Time Frames during weekends:

<b>DAYS</b>	<b>TIME</b>
Saturdays	No play before 07h00
Sundays & Public Holidays	No play before 08h00

6.5.5 All litter is to be removed on the court and surroundings when leaving the court area.

## **7 TENANTS/OCCUPIERS**

- 7.1 Members shall be responsible for ensuring that any tenants and/or occupiers of their Property are provided with a copy of the Rules and shall furthermore be responsible for the compliance thereof.
- 7.2 Should a Member let his Unit or let any person occupy his Unit, he shall notify the Association in writing in advance of such letting and/or occupation and provide details of the tenant and/or occupant and the period of the lease or occupation, as the case may be.
- 7.3 The Member shall ensure that any tenant or occupier as aforementioned acknowledges in writing that he and his family, visitors, contractors and employees shall be bound by and comply with the Rules. Such written acknowledgement shall be delivered to the Estate Office prior to any security or access permission application. These will also be included in any lease agreement concluded with a tenant or Occupier.
- 7.4 In the event of breaches of these Rules by any tenant and/or Occupier, the Member shall be held liable for such breach and any penalty imposed by the Association in terms of the Rules.
- 7.5 No Property may be sublet or utilised for the purposes of a commune and no property may be sublet in part. No Airbnb or Guesthouses will be allowed.

## **8 CONDITIONS WITH REGARD TO HOME ENTERPRISES**

- 8.1 Members may not conduct an enterprise (business or professional activity) from a Property or any part thereof without applying for the written consent of the Association in advance and provided further that all requirements and conditions of the relevant town planning scheme and property title deed have been complied with.
- 8.2 No business activity, which would cause aggravation or nuisance to fellow Residents may be conducted, including auctions, jumble sales and similar activities
- 8.3 Where businesses are found to be operating without having been registered, a penalty will be levied.
- 8.4 Not more than 20% of the floor area of any house may be used for business purposes.
- 8.5 The number of people working therein, is restricted to the Owner and not more than two employees, provided that the Owner is present and lives on the property.
- 8.6 The type of business is restricted. There may be no manufacturing or direct sales.
- 8.7 Restrictions in sub-rules 8.5 and 8.6 are designed to limit the flow of people and traffic, and for various other reasons, not the least being security.
- 8.8 All businesses operating within the Estate must provide adequate off-street parking for their clients and employees in such a manner that the driveways and/or road access to other properties is not obstructed.
- 8.9 Any Member wishing to conduct an enterprise from home must complete the prescribed form and submit the form to the Association to consider the application and in writing approve or decline the application.  
Application forms for Home Enterprises available Annexed herewith as Annexure X.

## **9 OCCUPATION OF A PROPERTY/ DWELLING**

- 9.1 The maximum number of persons allowed to occupy and reside at any one time in one residential dwelling shall not exceed the number of designed bedrooms in the residential dwelling multiplied by two.

## 10 PROPERTY TRANSACTIONS AND PROPERTY PRACTITIONERS

- 10.1 Property Practitioner wishing to sell or rent out property on the Estate must have a current registration with the Property Practitioners Regulatory Authority before they may register with the Estate.
- 10.2 Property Practitioners must personally accompany prospective buyers and/or lessees who are not Members at all times whilst on the Willow Acres Estate.
- 10.3 The Member and their Property Practitioner will ensure that a prospective buyer and/or tenant receives a copy of the Estate Rules and that a copy signed by the buyer or tenant is included as an annexure in any deed of sale or lease agreement concluded with such buyer or tenant.
- 10.4 The purchaser or tenant must provide a written acknowledgment to the Association that they have received a copy of the Estate Rules before their resident's access rights to the Estate will be granted by the Association. This can be done by signing the acknowledgement letter provided by the Association during the establishment of access to the Estate.
- 10.5 No private and/or Property Practitioner "for sale", "to let", "sold" or the like boards shall be erected anywhere on the Estate.
- 10.6 Non-registered Property Practitioners shall not be granted privileged access and normal visitor security measures shall be applicable.
- 10.7 Door-to-door calls ("cold calling") of residents by Property Practitioner or any other marketing agent is prohibited.

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## 11. SECURITY RULES

- 11.1 Biometric fingerprint access shall only be granted upon the providing of proof of registration of transfer of a Unit in a member's name or the written lease contracts to the Association.
- 11.2 All residents, visitors and invitees must adhere to security protocol, and may not use access cards belonging to another person.
- 11.3 No Occupant may issue instructions to or countermand the standing instructions issued to security personnel.
- 11.4 Security protocol at the gatehouses shall be adhered to at all times. Under no circumstances shall Occupants or any person other than security or other estate authorised personnel be allowed into the gatehouses.
- 11.5 The access control system for visitors, permanent or temporary workers, contractor- and subcontractor representatives must be diligently enforced by every Member of the Association or Occupant. No person may enter the Estate without following the applicable access control procedures and security protocol, and no Occupant is authorised to permit access to any visitor/vehicle without following the existing access control procedures and security protocol. In particular, no Occupant will be allowed to provide access to anybody else by making use of their own access if not the driver of a vehicle in order to bypass existing access control procedures and security protocol.
- 11.6 No vehicle will be allowed due to whatsoever reason to obstruct the entrance or exit lanes of the Estate. Vehicles are to be immediately removed upon request from security personnel in order not to cause congestion or problems with other normal security procedures. The Association reserves the right to tow away and remove the vehicle when the driver is in breach of this requirement. The vehicle will only be released upon payment of an immediate penalty in accordance with the Schedule of Penalties as per the Estate Rules or upon a written undertaking of the relevant Member where the Member accepts responsibility for the payment of the penalty by the normal accounting process.
- 11.7 Security guards shall not under any circumstances be abused. All Occupants and visitors are requested to treat the security personnel in a polite and cooperative manner.
- 11.8 Except for a decision by an authorised person, no other person or security shift supervisor shall authorise a deviation from normal issued access control procedures which are applicable to all operational aspects for access/egress and movement on the Estate. This deviation shall also be entered into the Observation Book.
- 11.9 Tailgating is not allowed to gain unauthorised access into the Estate by slipping under the boom which was raised to allow access to previous person.
- 11.10 Occupants are encouraged to install a home security system which can be linked to the security gate house.

- 11.11 Pedestrians or cyclists other than authorised drivers will enter and exit the Estate as pedestrians through the turnstile or pedestrian gate.
- 11.11.1 Pedestrians must enter and exit the Estate only through designated pedestrian access points (turnstiles or pedestrian gates), unless otherwise authorised in writing by the Association.
- 11.11.2 Cyclists may enter and exit via the vehicle boom gates only if all of the following conditions are met: (a) The cyclist holds a valid South African driving licence. (b) The cyclist uses the designated visitor lane at the access control point. (c) Entry is verified individually — only one cyclist per scan. Groups must scan individually or use registered access credentials.
- 11.11.3 Cyclists who do not meet the above criteria must use pedestrian access points.
- 11.11.4 Service providers (including but not limited to contractors, domestic workers, gardeners, and temporary workers), regardless of transport mode, must enter and exit the Estate through designated service access points. They are subject to standard ID verification, access control, and security inspection procedures.
- 11.11.5 Use of the boom gate by cyclists is a privilege extended to verified residents and visitors only. It does not apply to service providers, even if they arrive by bicycle.
- 11.11.6 Security personnel may direct any person to the appropriate access point and may deny entry if these rules are not followed.
- 11.11.7 The Association reserves the right to revoke boom gate access privileges for cyclists who breach these provisions, fail to remain in good standing with the estate or compromise safety and security protocols.
- 11.12 Occupants have to hand a written note to workers for any gifts, parcels or any item of significance handed to workers authorising the removal thereof upon exit of the Estate.
- 11.13 All contractors are to be transported to and from the construction sites and no worker or contractor personnel may be transported in the security vehicle.
- 11.14 Security related incidents must be reported to the security control room immediately.
- 11.15 No electric fences may be erected at any Unit or inside the Estate boundary.
- 11.16 Security in conjunction with Occupants residing along the electrified boundary fence shall keep the fence clear of any vegetation. Occupants shall advise any visitors of the dangers pertaining to such electric fences.
- 11.17 The Estate will be manned by security twenty-four hours a day, seven days a week and patrolled on an on-going basis.
- 11.18 Occupants are requested where possible to advise security in advance especially of large groups (of visitors) by contacting the control room with the relevant particulars.
- 11.19 New Occupants are requested to contact the Admin Office with all related information as required in order to be registered as Occupants.
- 11.20 Although the Association and its security contractors take precautions to minimise criminal acts, the Association shall not be liable for any claim or cause arising from a failure of such precautions or any security measure or equipment or from any other cause whatsoever.

- 11.21 Occupants shall comply with the security protocols and other directives as published from time to time relating to security issues (including but not limited to access to and/or egress from the Estate), monitoring and supervision of staff, safety precautions (including with respect to children, pets, vehicles, etc., fire prevention and control). Without limiting the meaning of the foregoing, such measures are necessary from a security related perspective to implement the orderly management and control of the Estate and the safety and security of persons and property.
- 11.22 Any person / vehicle entering or leaving the Estate may be subject to a search by properly identified Estate Management, Security Manager or appointed security personnel. Any person entering or making use of a communal area may also be searched by any of the mentioned authorized personnel or Security Company.
- 11.23 Security is an attitude, do not hesitate to question and report suspicious people to the security personnel on duty. No Occupant shall make, or be party to the making of any false alarm.
- 11.24 All persons working or residing on the Estate must take care that they conduct themselves with decorum as any or all their actions may be recorded by CCTV system in common areas. In entering the Estate, all persons doing so have accepted the terms of entry and have consented to the use of CCTV monitoring of their movements in and around the Estate.
- 11.25 Members who wish to enrol a "regular visitor" or any person not residing in the estate will only have access for a period of 6 months from date of registration. Thereafter the access to the person needs to be renewed by the member. Members accept responsibility for the compliance with the rules when the individual is visiting the Estate.

## **12. ADMINISTRATION AND LEVY RULES**

- 12.1 It is the responsibility of all Members to inform officially or via a Customer Management System of any important changes in data which is of importance to the Estate. In particular these are data such as, but not limited to, contact numbers, e-mail and postal addresses.
- 12.2 The Electronic Board is primarily for the use of the Association and the Administration Office. Should any Occupant want to make use of the advertising in the official Estate's electronic magazine they may contact the Administration Office.
- 12.3 All levies are due and payable in advance on the 1<sup>st</sup> day of the month.
- 12.4 Interest shall be raised on all arrear accounts. Such interest to be calculated monthly in advance at the rate of 1.5% (one-point five percent) per month, compounded monthly, from the due date to the date of actual payment, both days inclusive.
- 12.5 Where a Member is in arrears with payment of any debt for a period of 60 (sixty) days or longer the Association shall be entitled, in addition to the levying of interest, to enforce such recovery proceedings, by civil process, and exercise such other legal remedies as are available to the Association in terms of the Rules, or at law, and in the event of the Association seeking legal advice and/or implementing any legal proceeding, the Association shall be entitled to recover from the offending Member all legal costs incurred in connection with the foregoing on an attorney and own client scale, together with all

relevant disbursements. Normal debt collection fees as decided from time to time by the Financial Services Board shall be applicable.

- 12.6 In terms of the Rules, the Association shall have the right to penalise transgressors where any of the Rules have been breached. Any such transgression levies imposed by the Association shall be reflected on the monthly levy account and shall become due and payable on the due date of payment of the levy payable in respect of the month in which any such penalty has been levied.
- 12.7 The staff of the Association should always be treated courteously and with respect. They will not be subjected to abusive behaviour in any form which includes but are not limited to rudeness, disrespect and offensive behaviour, harassment, threats, aggressiveness and/or violent behaviour.

### 13. TRANSGRESSIONS

- 13.1 The Association has the right to introduce and enforce the Estate rules and penalties against transgressors as per the rules and/or to report transgressors to the authorities. Any transgression not listed in the rules may also be subject to the issuing of a penalty by the Association of at least 50% of the monthly Levy. Persistent transgressions may result in higher penalties and/or legal intervention seeking a Court Order against an Occupant to comply with the Estate Rules.
- 13.2 In the event of any breach of the Rules by a Member, Occupant, visitor, contractor, subcontractor and/or Property Practitioner or any other person bound by these Rules (the “defaulting party”), the Association shall be entitled to:
  - 13.2.1 request the defaulting party to provide an explanation, or apology in writing; and/or
  - 13.2.2 issue a reprimand (orally or in writing) and request such defaulting party to rectify such breach; and/or
  - 13.2.3 impose a penalty in terms of the Schedule of Transgressions (“the Schedule”), as amended by the Association, in their sole discretion, from time to time; and/or
  - 13.2.4 withdraw any previously given consent applicable to the particular matter to which such default pertains; and/or
  - 13.2.5 take any further action, including legal action, as the Association may deem fit in order to enforce the Rules.
- 13.3 Should the Association impose a penalty in respect of any transgression and where the defaulting party is a Member, such penalty shall be deemed to form a part of the levy as provided in the levy Estate Rules and MOI.
- 13.4 In the event of repeated breaches of a particular Rule by a defaulting party, the Association shall be entitled, but not obliged, to escalate the transgression levies / penalties which may be imposed in respect of such breach in terms of the Schedule on each and every occasion that such breach re-occurs.
- 13.5 The decision of the Association regarding the enforcement of the Rules and the imposition of any sanctions in terms of the Rules shall be final and binding.
- 13.6 Should a defaulting party dispute that he has committed a breach of any obligation in terms of the Rules, he shall be entitled to deliver a written submission to the Association as per the provisions of Clause 8.3.1 of the Memorandum of Incorporation of the Association within a period of not more than 7 (seven) days from the date of expiry of the period of demand contained in a notice delivered to the affected defaulting party.
- 13.7 Against receipt of such notice, the Dispute Resolution Committee shall convene a meeting as soon as reasonably possible after receipt of such notice. The proceedings of such a meeting shall comply with the principles of natural justice.

- 13.8 The decision of the Dispute Resolution Committee shall be final and binding upon the Association and the defaulting party. However, the provisions of this clause shall not preclude any Occupant or the Association from seeking any urgent or interim relief from a Community Scheme Ombud Service or a Court of Law.
- 13.9 Members acknowledge that they are responsible, as provided in the Rules, for the acts and omissions of any person to whom they have granted access to the Estate.

## 14. SCHEDULE OF PENALTIES

The Association has the right to introduce and enforce payment of penalties against transgressors and/or to report transgressors to the authorities. Any transgression whether indicated as carrying a penalty or not may also be subject to the imposition of a penalty by the Association. Persistent transgressions may result in higher penalties and/or legal intervention.

This schedule is a guideline, amended from time to time, with additions and deletions as deemed necessary by the Directors. Penalties raised on House Rules will stay on the members record for a period of 6 months unless same transgression is re-occurring every 6 months. **Notice is given to the member either by letter, email or SMS of the transgression, with the associated penalty if any.**

DESCRIPTION OF TRANSGRESSION	1 <sup>ST</sup> OFFENCE	2 <sup>ND</sup> OFFENCE	3 <sup>RD</sup> OFFENCE	4 <sup>TH</sup> OFFENCE
<b>HOUSE RULES</b>				
Applicable to all House Rules unless otherwise specified below and/or in the Estate Rules.	Notice given	Penalty equivalent to 50% of the monthly levy	Penalty equivalent to a 100% monthly levy	Penalty equivalent to 150% of a monthly levy + legal steps. Penalty to be applied monthly until legal process has been completed
<b>Good Neighbourliness</b>				
Noise generated by music, electronic instruments, mechanical and/or electrical equipment, partying and the activities of residents and their employees.	Two verbal/written requests from security or HOA, thereafter a 200% of monthly levy amount per occurrence.			
<b>Use of Streets</b>				
Speeding, Skipping Stop Streets, Reckless driving or driving without a license (any engine powered vehicle)	Penalty equivalent to 100% of the monthly levy	Penalty equivalent to 200% of the monthly levy	Penalty equivalent to 300% of the monthly levy	Penalty equivalent to 300% of the monthly levy per occurrence thereafter
<b>Parking</b>				
Parking a vehicle anywhere other than in a demarcated parking bay this includes parking in streets and/or park area plus walkthroughs to the Security Track	Notice given + 24hours to comply			Penalty equivalent to a 100% monthly levy per occurrence

DESCRIPTION OF TRANSGRESSION	1 <sup>ST</sup> OFFENCE	2 <sup>ND</sup> OFFENCE	3 <sup>RD</sup> OFFENCE	4 <sup>TH</sup> OFFENCE
<b>HOUSE RULES</b>				
Ensuring a pleasant streetscape				
All movable items including but not limited to vehicles, caravans, quad bikes, trailers, boats, equipment, tools, refuse bins, engine/vehicle parts, and accommodation for pets not screened off out of view of street front.	Notice given + 24hours to comply	Penalty equivalent to 100% of the monthly levy for maximum period of three consecutive transgressions		Penalty equivalent to 200% of a monthly levy + legal steps. Penalty to be applied monthly until legal process has been completed
General Garden maintenance and pest control (unoccupied)	Written Warning (48 hours to comply)	Penalty equivalent to 50% of the monthly levy	Penalty equivalent to 100% of monthly penalty	Penalty equivalent to 150% of a monthly levy + legal steps. Penalty to be applied monthly until legal process has been completed
		The penalties will be raised as well as the cost to clean the property		
<b>Pets</b>				
Keeping more than the allowed animals without the Association's approval.	Warning and 30 days to comply	50% of monthly levy plus 30 days to comply	100% of monthly levy plus 30 days to comply	150% Penalty and/or legal steps to compel removal of pet
Pet not wearing an identification tag, roaming the street and dogs not on a leash in all communal areas of the Estate	Warning and 30 days to comply	50% of monthly levy plus 30 days to comply	100% of monthly levy plus 30 days to comply	150% Penalty and/or legal steps to compel removal of pet
Where it is a proven fact that pets are becoming a nuisance and that it is negatively affecting the community in the Estate	Warning and 7 days to comply	50% of monthly levy plus 7 days to comply	100% of monthly levy plus 7 days to comply	150% Penalty and/or legal steps to compel removal of pet

DESCRIPTION OF TRANSGRESSION	1 <sup>ST</sup> OFFENCE	2 <sup>ND</sup> OFFENCE	3 <sup>RD</sup> OFFENCE	4 <sup>TH</sup> OFFENCE
<b>HOUSE RULES</b>				
General				
Dumping of rubble, garden- or other refuse or building material anywhere in the Estate	Notice given + Immediate penalty of 100% of a monthly levy			
Vandalism to properties and or communal property	Cost of repair + 100% of a monthly levy as penalty	Cost of repair + 150% of a monthly levy as penalty	Cost of repair + 200% of a monthly levy as penalty	Cost of repair + legal action against transgressor.
Behaviour or misconduct	Written Warning upon the first occurrence	Thereafter a 200% of monthly levy amount per occurrence.		
Unauthorised flying of remotely piloted aircraft systems	Notice given + Immediate penalty of 100% of a monthly levy as penalty			
General Garden maintenance (unoccupied)	Notice given and 7 days to comply	Penalty equivalent to 50% of the monthly levy + cost for maintenance required	Penalty equivalent to a 100% monthly levy + cost for maintenance required	Penalty equivalent to 150% of a monthly levy, cost for maintenance required + legal steps. Penalty to be applied monthly until legal process has been completed
Security				
Applicable to all Security rules unless otherwise specified below	Penalty 100% of the monthly levy per incident or part thereof until transgression has been fixed according to Security Rules.			
Unauthorised access by any person	Written Warning	100% of the monthly levy	150% of the monthly levy	200% of monthly levy per incident thereafter
Treating the security personnel in an abusive manner	Written Warning	50% of the monthly levy	100% of the monthly levy	150% of the monthly levy per incident thereafter
Bringing any form of labour into the Estate without following the correct procedures in terms of access and permits	50% of the monthly levy per person	100% of the monthly levy per person	150% of the monthly levy per person	200% of the monthly levy per incident thereafter
Members allowing anybody into the Estate without following access procedures	Written Warning	50% of the monthly levy per person	100% of the monthly levy per person	150% of the monthly levy per person
Tailgating i.e gaining unauthorised access into the Estate by slipping under the boom which was raised to allow access to the previous person	100% of the monthly levy	150% of the monthly levy	200% of the monthly levy	300% of the monthly levy per incident thereafter
Deliberate obstruction of access/egress to/from Estate	500% of the monthly levy per incident			

Any written suggestions or comments towards the improvement of the Rules due to practical situations will be considered and implemented where necessary. Suggestions can be forwarded in writing to the Estate Manager.

**The cooperation, understanding and abiding by these guidelines will be appreciated by all Owners and Occupants of Willow Acres Estate.**

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