

# Likweti



BUSHVELD FARM ESTATE

**LIKWETI ESTATE**

**HOME OWNERS ASSOCIATION NPC (LEHOA)**

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**RULES OF CONDUCT**

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## **A. INTRODUCTION:**

The main purpose of the Rules of Conduct (Rules) is to encourage individuality whilst enhancing the objectives of Likweti Estate Home Owners Association ("LEHOA") for the benefit of all the residents.

Each Member is responsible for ensuring that all members of his family, tenants, employees, contractors, sub-contractors, delivery persons and any other person visiting the property also comply with these Rules.

These Rules are binding in terms of section 15(6) of the Companies Act 2008 between the company and each Member, including the Board and among Members and may be amended, supplemented or deleted by the Board in terms of Section 15(3) – (5) of the Act. For the duration of the development the Board will be the developers where after the Members will appoint the new Board at an Annual General Meeting.

The headings in the Rules are for reference purposes only and shall in no way govern or affect the interpretation nor modify nor amplify the terms of this document.

Unless inconsistent with the context, an expression in these Rules which denotes:

- a) Anyone gender includes the other genders;
- b) A person includes a natural or juristic person; and
- c) The singular includes the plural and vice versa.

Any person contravening or failing to comply with any provision of these Rules shall be liable to a penalty as the Board may decide.

## **DEFINITIONS:**

BOARD:	The directors of the Company
ESTATE:	Likweti Bushveld Farm Estate
ESTATE MANAGER:	The person appointed by the Company, to undertake the management of the Estate
LEHOA:	Likweti Estate Home Owners Association
MEMBER:	Registered owner of a stand in the Estate which includes Muluwa Lodge (Pty) Ltd and Ndhula Luxury Tented Lodge (Pty) Ltd
MOI:	Memorandum of Incorporation
MLM:	Mbombela Local Municipality
STAND:	The stands (erven) in the Estate, including the Agricultural subdivisions in

**B. ARCHITECTURAL & CONTRACTORS' GUIDELINES**

The design and construction, including any alterations or additions, of all structures must be strictly in accordance with the provisions set out in LEHOA's Architectural- and Contractor's Guidelines forming part of these Rules.

**C. RULES**

**TRAFFIC AND STREETS**

- 1.1 Streets are primarily intended for vehicular traffic by all occupants of the Estate.
- 1.2 The general speed limit is 40km/h on any paved roads unless otherwise indicated. Drivers should be aware that the roads contain speed humps.
- 1.3 Vehicles are only allowed on the tar roads and specifically designated off-road routes.
- 1.4 Only licensed drivers are permitted to operate motor vehicles including golf carts on the Estate. The use of golf carts without lights and reflectors is not permitted on the Estate's streets after sunset.
- 1.5 No person shall drive or ride any vehicle on the Estate while he is under the influence of alcohol or any drug which may, in any way, affect his ability to control such vehicle.
- 1.6 No vehicle shall enter or leave the Estate at any point other than at the designated entrance / exit gates, except in special circumstances and then only with the consent of the Board.
- 1.7 Contractors and sub-contractors shall only enter and exit through the contractor's gate;
- 1.8 The Board may refuse entry to the Estate of any vehicle which emits engine noise considered to constitute a nuisance to other Members.
- 1.9 The following vehicles shall only be parked or stored in a garage or screened off area and not in the open:
  - a) Caravans;
  - b) Trailers;
  - c) Boats;
  - d) Trucks or lorries; and
  - e) Any vehicle in store or under repair.

- 1.10 No person may wash, dismantle or effect major repairs to any vehicles on any portion of the common property.
- 1.11 No helicopters or any other means of aerial conveyance (including drones and model planes) may be flown over or landed at any place in the Estate, except with the consent of and subject to such conditions as may be laid down by the Board and the South African Civil Aviation Authority.
- 1.12 The following restrictions are placed on any vehicle entering the estate:
  - a) Maximum axle weight: 6 000 kg;
  - b) No interlinks
- 1.13 Hooters shall not be sounded within the Estate other than in the case of emergencies.
- 1.14 Quad bikes and other off-road motorcycles are specifically banned from all areas of the Estate except for the purpose of travelling to and from work. The employees of the Estate may however use such vehicles for official duties.

**COMMON AREAS:**

- 2.1 Littering anywhere on the Estate including open spaces is strictly forbidden.
- 2.2 No rubble or building material may be dumped on the Estate.
- 2.3 No person shall anywhere on the Estate disturb, harm, or kill any wild animal, reptile, or bird or allow such to be done.
- 2.4 No person shall disturb, destroy or collect any plant material on the Estate, whether living or dead, without the prior consent of the Board.
- 2.5 No fires shall be lit anywhere on the Estate except at such place as designated for that purpose and in a properly constructed fireplace.
- 2.6 No camping shall be permitted, except at designated areas.
- 2.7 Fishing shall only be permitted in areas specifically designated for the purpose.
- 2.8 No boating, canoeing, kayaking or any similar activity is permitted on any of the dams.

- 2.9 Any pollution to dams, water-courses and parkland is strictly prohibited. The cost of rectification and clean-up thereof shall be borne by those found to be responsible for the pollution.
- 2.10 No person shall use any open space within the Estate in any manner, which may unreasonably interfere with the use and enjoyment thereof by other Members.
- 2.11 Should a Member or occupant fail to comply with any of the above rules, LEHOA is entitled to carry out the necessary work (or have it done) and to claim payment of this expenditure from the Member.

### **NATURE RESERVE:**

- 3.1 The nature reserve section of the Estate will be owned by LEHOA as common property, with each Member as equal shareholders in the nature reserve.
- 3.2 The nature reserve may be used by the residents only for walking, birding, cycling and related activities. Walking shall only take place on the demarcated walking trails. Driving and cycling on the nature reserve section shall only be on demarcated roads and areas.
- 3.3 Non-residents are not allowed to enter the nature reserve section of the Estate, except with consent from a Member and do so entirely at their own risk.
- 3.4 No feeding of the animals is allowed anywhere in the Estate.
- 3.5 Hunting and / or trapping of any sort on the Estate, is strictly forbidden.

### **STAND APPEARANCE AND MANAGEMENT:**

- 4.1 Each Member is responsible for maintaining the area between the road and the boundary of his property in a clean and pleasing condition. LEHOA may compel a Member or tenant to improve the aesthetic appearance of this area or carry out the work when deemed necessary at the cost of the Member. No trees, plants or pavement lawn may be damaged, removed or planted within this area without the prior approval of the Board. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.
- 4.2 Any fences, walls and outbuildings shall be maintained and kept neat and clean.

- 4.3 Wendy houses, sheds, horse-boxes, engines and vehicle parts, as well as accommodation for pets, are to be sited out of view and screened from neighbouring properties.
- 4.4 Residences and walls should be regularly maintained and painted. If in the opinion of the Board the lack of maintenance is impacting on Estate standards and market values, a penalty will be imposed on the Member.
- 4.5 Members are not allowed to traverse or trespass on any other stand other than their own, whether as pedestrian or by vehicle.
- 4.6 Members will not be allowed to develop a garden or erect any structures within the 1:100-year flood line, or in any way affect the riverine vegetation, or alter or impede the flow of any stream.
- 4.7 All structures including swimming pools shall be within the approximate 1500m<sup>2</sup> "hard" building zone.
- 4.8 A further approximate 1500m<sup>2</sup> "soft" building zone, constituting a total building zone of 3000m<sup>2</sup> is allowed for the development of gardens.
- 4.9 Only the total building zone of approximately 3000m<sup>2</sup> may be fenced and then only according to the Architectural Guidelines.
- 4.10 The portion of the residential stand outside the demarcated building zone may not be developed in any way and must remain natural and undisturbed.
- 4.10 Fencing is subject to the following conditions:
- Only the building zone of 3000m<sup>2</sup> may be fenced in, after written approval of a written application, only with the fence type as prescribed by the Board on approval.
- 4.11 Swimming pools must be:
- a) fenced in or covered to avoid any danger to anyone;
  - b) maintained properly.
- 4.12 Members must assist with the prevention, control and extermination of wild growing invasive plants everywhere on their property.

#### **GOOD NEIGHBOURHOOD:**

- 5.1 Any activity or hobby which might cause aggravation or nuisance to fellow residents may not be conducted from any property. Auctions and jumble sales, except legitimate legal auctions as arranged with LEHOA are not permitted.

- 5.2 Dynamite, explosives, fireworks, fire-crackers or other inflammable substances of any type may not be brought into or kept on the Estate, and their use is prohibited.
- 5.3 No firearms or weapons of any type, including bb-guns, daisy-guns or any other form of air-gun, may be used or discharged on the Estate except in the case of emergencies.
- 5.4 Members must ensure that domestic workers and other employees do not congregate at any prominent public areas on the Estate, such as at the gates, road circles and cross-roads or anywhere on the streets.
- 5.5 No washing or laundry shall be hung where it will be visible from the street or any other property.

### **SECURITY:**

- 6.1 Both vehicular and pedestrian access will be strictly controlled at the entrance gate. Members have overall responsibility for ensuring that all personnel residing, visiting or employed at their property adhere to the security protocol and ID system in operation at the main gate and elsewhere on the Estate.
- 6.2 No instructions shall be given to security personnel other than by the Board and no favour, payment, reward or any other form of inducement may be passed to security staff, other than the annual Christmas arrangements made by the Board.
- 6.3 All attempts at burglary or fence breaching are to be reported immediately to Estate Manager.
- 6.4 New occupants shall register themselves and their contact information with Estate Manager on arrival and existing occupants shall provide updates of any amendments to their particulars.
- 6.5 All domestic workers, gardeners and any other employees shall be registered with the Estate Manager, and their termination of service shall be reported so that they may be deregistered.
- 6.6 An Estate ID will be issued to all domestic workers, gardeners and other employees after registration and the Estate ID shall be worn at all times outside of the Members property.
- 6.7 Suspicious persons not wearing an Estate ID shall be reported to the Estate Manager immediately.



- 6.8 Members shall inform all members of their families, friends, visitors, employees and contractors of the dangers associated with the electrified fences. The Board and LEHOA shall not be held liable for damage, injury or loss of life caused by any electrical fences on / or surrounding the Estate.
- 6.9 Gate access cards / keys / remote controls and replacements thereof are issued by the Estate Manager for a fee and are not to be used by anyone other than the registered user. They may not be lent out and losses or theft thereof shall be reported immediately to enable the invalidation and re-issue thereof.
- 6.10 Failing to contact the resident(s) concerned, visitors will be denied access.
- 6.11 Members are fully responsible for the security of their properties, contents and any belongings.
- 6.12 Neither the Board nor LEHOA will accept any liability or be held responsible whatsoever for any theft, damage or injury, including death arising from a breach of security on the Estate.
- 6.13 Only three (3) entrance cards will be permitted per stand and can be obtained from the Estate Manager at a cost. A Member may apply for more cards in writing to the Board. The reason for and the number of extra cards should be stated in the application. Lost cards shall be reported to the Estate Manager immediately. A fee will be charged for lost cards.
- 6.14 It is recommended that Members install a home security system as soon as possible after taking occupation of their homes and is required to link the system to the response company appointed by the Board.

#### **LETTING AND RESELLING OF PROPERTY:**

- 7.1 Should a Member wish to sell or lease his property, personally or through an agent the Member is obliged to ensure that the agent is in possession of a copy of the MOI, these Rules which includes the Architectural- and Contractors Guidelines and that the purchaser or lessee is furnished with copies thereof and binds himself in writing to subject himself thereto.
- 7.2 The Member, or his appointed Agent/Agency, intending to sell or lease his property will enter into an agreement with the LEHOA regulating various aspects of the marketing of the property, access to the estate etc. The conditions of the said agreement are to be determined by the board of the LEHOA from time to time.

- 7.3 Should a Member conclude a rental agreement or grant anyone right of occupancy, that Member shall be obliged to notify LEHOA in writing before such a person occupies the property.
- 7.4 Each lease agreement in terms of which a property is let shall as a prerequisite have the Rules as an integrated annexure.

### **PETS:**

- 8.1 Pets may be kept providing that it is not a nuisance to other Members. No domestic animal that could be of danger to other people or animals shall be kept on the Estate.
- 8.2 In compliance with the by-laws of MLM, no more than two (2) dogs shall be permitted per stand.
- 8.3 Dogs must be walked on a leash on the Estate and are not allowed to roam the streets. Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately remove it.
- 8.4 Poultry, pigeons, wild animals or livestock may not be kept on the Estate.
- 8.5 Keeping of cats is not recommended. Only the first owner of a property may keep cats and limited to two (2) cats. No subsequent owner will be allowed to keep any cats nor will the first owner be allowed to replace any cats. Any cats kept on the Estate must be sterilized.
- 8.6 Every pet must wear a collar with a tag indicating the name, telephone number, and address of its owner.
- 8.7 As a last resort, LEHOA reserves the right to have a pet removed should it become a nuisance within the Estate. LEHOA has an unfettered discretion in this regard but will not exercise the said right without having first directed a written notice to the Member furnishing details of the complaint and the complainant and affording the Member a reasonable opportunity to eliminate the cause of the complaint.

### **GARDENING:**

- 9.1 A Member or tenant of a property shall maintain his garden in a neat and tidy condition.
- 9.2 Garden tools and other equipment shall not be kept in any place where they will be in view from the street or any other Stand.

- 9.3 Members shall ensure their stand are kept free of all wild growing invasive plants such as Lantana, Guava, Seringa and Jacaranda.
- 9.4 Vacant stands must be cleaned on a regular basis and kept neat throughout the year.
- 9.5 Nobody is allowed to cut or remove any trees or bushes outside the 1500m<sup>2</sup> "soft" building zone without the prior written approval of the Board, except those mentioned in Rule 9.3.
- 9.6 Exotic plants, trees or bushes can only be planted within the 3000m<sup>2</sup> area or within the fenced area, whichever one is the smallest, and only in pots. The Member is to prevent the spreading of this exotic flora.

#### **REFUSE DISPOSAL:**

- 10.1 The removal of domestic and other refuse shall be under the control of the Estate Manager, who may, in exercising its function in this regard, by notice in writing to all persons concerned:
  - a) Lay down the type and size of refuse containers to be obtained;
  - b) Give directions regarding the placing of such refuse containers for collection in terms of day and place;
  - c) Require the payment of a reasonable charge for the provision of such containers.
- 10.2 A Member or tenant of a property shall:
  - a) Maintain in a hygienic and dry condition, a receptacle for refuse within his Stand;
  - b) Ensure that before refuse is replaced in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained
  - c) Ensure that the receptacle is animal resistant especially as far as monkeys and baboons are concerned.
- 10.3 No person shall keep any refuse within or outside his Stand except in the containers mentioned above and in the designated areas.
- 10.4 Any item of refuse of such size or nature that cannot be conveniently removed by the refuse removal service provided by LEHOA, may be disposed of in any manner the Estate Manager may deem fit.

## **NOISE AND LIGHT POLLUTION:**

### **11.1 NOISE POLLUTION:**

11.1.1 No one is allowed to behave in a manner that is by the judgment of the Board disorderly or a nuisance to other Members. Members shall ensure that their visitors do not cause undue noise.

11.1.2 The volume of music or electronic instruments or other sources of noise, partying and the activities shall be restricted to a level and take place in such manner as not to be heard.

11.1.3 The use of power tools, lawn-mowers, and the like, should only be undertaken between the following hours:

<b>Monday to Friday:</b>	<b>07:30 — 18:00</b>
<b>Saturdays:</b>	<b>07:30 – 13:00</b>
<b>Sundays:</b>	<b>Not allowed</b>

### **11.2 LIGHT POLLUTION:**

11.2.1 Outside lights and spotlights must be placed in such a manner as not to be of any disturbance to neighbours.

11.2.2 Any spotlights must preferably be switched off after 22h00.

## **GUESTS:**

12.1 All guests, lodgers or family members visiting the Estate must take note of and comply with the Rules.

12.2 Entry to the Estate for guests or workers, can only take place with the consent of the Members. Please ensure that you have communication with the gate or let security know in advance.

## **GRAVES:**

13.1 No new graves are allowed and no one's mortal remains shall be buried on the Estate.

### **PENALTY CLAUSE:**

- 14.1 All Members of LEHOA acknowledge the Boards' right to enforce these Rules which includes the Architectural- and Contractor Guidelines.
- 14.2 Members of LEHOA who contravene any of the Rules contained in the above documents agree to pay the following penalties for any infringement and / or violation:
- |                                       |                               |
|---------------------------------------|-------------------------------|
| <b>a) First offence</b>               | <b>equal to one levy</b>      |
| <b>b) Second offence</b>              | <b>equal to a double levy</b> |
| <b>c) Third or subsequent offence</b> | <b>equal to a triple levy</b> |
- 14.3 Any person who contravenes or fails to comply with any provision of these Rules, or any conditions imposed, or directions given in terms thereof, shall be deemed to have breached these Rules and will be liable for payment of the penalties laid down in terms hereof.
- 14.4 The above penalty clause does not preclude LEHOA or the Board from taking any alternative legal action provided for in law, or in the MOI.
- 14.5 The Board shall notify any Member, violating the above rules, in writing. The Member will be given thirty (30) days to rectify the problem. In case that Member fails to rectify the problem to the satisfaction of the Board, he will be penalized monthly for as long as it takes to rectify the problem to the satisfaction of the Board. After 60 days, the Board may rectify the problem, at the cost of the Member.

### **HOME OFFICES AND BUSINESSES:**

- 15.1 Except for Muluwa Lodge (Pty) Ltd and Ndhula Luxury Tented Lodge (Pty) Ltd, to whom business rights have already been allocated, no home offices or any other type of business will be allowed within the Estate without the prior consent of LEHOA.
- 15.2 This approval may be granted by LEHOA at their sole discretion. This approval will be subject to any conditions as may be deemed necessary by LEHOA.
- 15.3 No advertisements, billboards or publicity material will be allowed, anywhere on the Estate or at any gate to the Estate.

### **DOMESTIC STAFF.**

- 16.1 All workers must comply with these rules.

- 16.2 Domestic staff will be limited to two (2) workers per dwelling unit, with a maximum of one (1) worker residing on the stand (except in the case of a married couple both employed by the Member). Muluwa Lodge (Pty) Ltd and Ndhula Luxury Tented Lodge (Pty) Ltd have been granted permission to accommodate 4 (four) staff members per lodge
- 16.3 Each Member or tenant shall register each staff member with the Estate Manager and obtain an Estate ID at a cost to be determined by the Board. For security purposes, staff must present their original ID when requested to do so by security or a Member.
- 16.4 A Member or tenant of a property shall:
- a) Be responsible for the activities and conduct of his employees and shall ensure that they understand and do not breach any Rules, national or provisional legislation, or MLM by-laws applicable.
  - b) Ensure that his employees and their visitors do not loiter on the Estate.
- Ensure employees keep to the pathways and do not walk through the veld.
- a) That no children of employees reside on or within the Estate.
  - b) Ensure employees do not walk around on the Estate after sunset.
- 16.5 Any Member or tenant whose employee consistently fails to abide by the rules may be required to remove such employee from the property if so instructed by the Board.
- 16.6 Visitors to residing employees will only be allowed entrance to the Estate with permission of the Member. These visitors will not be allowed to stay overnight.

#### **TAXI'S BUSSES & MINI BUSSES:**

- 17.1 No public Taxi's, Busses or Mini Busses, except those used by Ndhula Luxury Tented Lodge (Pty) Ltd and Muluwa Lodge (Pty) Ltd, for the transporting of their clients and those used by LEHOA itself, will be allowed on the Estate.
- 17.2 Private / personal taxi's may only enter with knowledge and consent of the Member.

## **DEVELOPMENT PHASE:**

- 18.1 During the development phase certain areas might become restricted areas and for safety reasons all Members, their family and guest should strictly adhere to any restrictions that might be imposed in these areas.

## **WATER, SANITATION AND RELATED MATTERS**

- 19.1 The Members of Stands shall not be allowed to drill boreholes for geometric storage of energy or water on the property or otherwise extract subterranean water without the prior written consent of the Board.
- 19.2 The drilling of boreholes and subsequent equipping is to be approved by the relevant local authorities and the Mpumalanga Provincial Department of Water Affairs and Forestry. Borehole pump house structures that do not form part of the residential structure (house) shall not be allowed. Pumps are to be installed beneath natural ground level. A submersible type pump is preferred. Water storage tanks are to be either screened from neighbours and common property or be installed beneath natural ground level.
- 19.2 The usage of potable water may be limited by the Board.
- 19.3 Owners shall ensure that their soakaways are confined to areas identified as suitable in the Engineering Geological Evaluation for On-Site Sanitation undertaken by Geo3 – January 2018.

## **DISPUTE RESOLUTION**

- 20.1 All disputes shall be addressed in terms of clause 23 of the MOI.

## **INDEMNITY**

- 21.1 In signing these Rules each Member hereby acknowledges that the use of private open spaces and communal areas is entirely at their own risk. Every Member of LEHOA hereby waives any right he may obtain against LEHOA to claim any damages incurred by virtue of damage to, or loss of property, or the personal injury of the Member occasioned while anywhere on the Estate. Every Member indemnifies LEHOA against any such claim made by the Member's spouse, child, parent, staff, guest or invitee.