



# LOMBARDY E S T A T E

## ESTATE RULES OF THE LOMBARDY HOMEOWNERS ASSOCIATION IN RESPECT OF LOMBARDY ESTATE

### 1. INTRODUCTION

- 1.1 Lombardy Estate has been designed to provide a gracious and secure lifestyle for its residents. To protect and enhance this lifestyle, Estate Rules have been established in terms of the Constitution of the Association. They are binding on all residents or visitors at Lombardy Estate, and shall be administered by the Trustees. The registered owners of erven or units are responsible for ensuring that members of their households, tenants, visitors and all their employees, which include trades persons and suppliers, are aware of, and abide to the Estate Rules. Tenants have the same responsibility with respect to their households, visitors and employees. The Estate Rules may be changed, modified, amended or repealed from time to time subject to the procedure laid down in the Constitution, which vests the ultimate acceptance of the Estate Rules in the hands of the general body of members of the Lombardy Estate Home Owners Association.
- 1.2 The prime objective of the Rules is to preserve and enhance the security, aesthetics and environment at Lombardy Estate. By choosing to live in an estate such as Lombardy Estate, a resident will enjoy all the benefits of communal living, such as security and access to shared facilities. However, communal living inevitably brings responsibilities along with its benefits.
- 1.3 Levies must be paid and rules must be obeyed in order to ensure the smooth running of the community for the benefit of all concerned.
- 1.4 The Rules have been established in terms of the Constitution. Should any rule contained herein contradict any provision of the Constitution, the order of preference shall be that the Constitution shall prevail.

- 1.5 The decision of the Trustees is final and binding in respect of the interpretation of the Rules.
- 1.6 No party, owner, resident, visitor, employee shall have any claim of whatsoever nature for damages, loss against the HOA as a result of a decision taken by the HOA regarding the interpretation of the Rules.

## **2 DEFINITIONS AND INTERPRETATION**

2.1 In these Rules, the followings words and/or expressions shall have the following meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:

2.1.1 ***Association:***

The LOMBARDY ESTATE HOME OWNERS ASSOCIATION

2.1.2 ***Common Property:***

The Common Property managed and controlled by the Association as defined in the Constitution of the Association.

2.1.3 ***HOA:***

Home Owners Association

2.1.4 ***Member:***

A member of the HOA

2.1.5 ***Lombardy Estate:***

The security township situated on the proposed township Paradiso, Registration Division J.R., GAUTENG PROVINCE to be established on Portions 4, 34 and the Remaining Extent of Portion 8 of the FARM TWEEFONTEIN 372, Registration Division J.R., Gauteng Province

2.1.6 ***Estate Rules:***

The rules set out hereunder

2.1.7 ***Trustees:***

Trustees of the HOA.

2.1.8 ***Vehicle:***

Any form of conveyance, whether self-propelled or drawn by machine, animal, human any other means.

2.1.9 ***DRC:***

Design Review Committee (Architectural/ Aesthetic committee).

2.1.10 ***Lifestyle Centre:***

Lifestyle Centre comprising of the gymnasium, coffee shop and health spa.

2.2 The singular shall include the plural and vice versa.

2.3 The male gender shall include the female and neuter genders and vice versa.

2.4 When reference is made to a period of days it shall be a reference to a continuous period including the first day and excluding the last day.

2.5 It shall be the responsibility of every member/owner to ensure that all members of his household, employees, tenants, visitors or guests, paying or otherwise, are fully aware of these Estate Rules. In the event of any breach of the Estate Rules by the Member, his household, employees, tenants, visitors, invitees and/or guests, or by members of his tenant's household, employees, visitors, guests and invitees, such breach shall be deemed to have been committed by the Member himself.

### **3 ADMINISTRATION**

#### **3.1 FINANCIAL POLICIES**

3.1.1 All levies and other debts payable by members shall be payable as provided for in the Constitution.

3.1.2 The Trustees have the right to fine transgressors where any of the Rules have been broken or infringed upon. Such fines shall form part of the levy and shall become due and payable on the due date of payment of the levy.

3.1.3 In the event of a continuing offence, any person subject to these Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such

separate offence.

3.1.4 The HOA reserves the right to publish the name and stand number of Members who have defaulted on their levies.

### 3.2 TENANTS

The responsibility of enforcing the Rules rests with the Member. Accordingly:

3.2.1 Should a Member let his property, he shall notify the HOA in writing and in advance of this occupation, the details of the tenant and the period of the lease.

3.2.2 It is the responsibility of the member to mail the HOA a signed copy of such lease agreement which will be kept on file.

3.2.3 The onus is on the Member to inform and provide the tenant with a copy of the estate rules.

3.2.4 The tenant shall in writing acknowledge that, upon occupation of the leased premises, he and his family, his visitors, contractors and employees shall adhere to all Rules. The tenant is liable for the conduct of the aforementioned.

3.2.5 Where tenants continuously breach the Rules, the Member shall be held liable and shall be fined on an escalating basis until the tenants comply with the Rules. This clause shall be written into the lease agreement.

### 3.3 PROPERTY TRANSACTIONS

3.3.1 Only an estate or property agent accredited by the HOA may be employed in the sale or letting of any property at Lombardy Estate, which accreditation may be withdrawn by the HOA in its discretion.

3.3.2 Accredited agents must operate on a "by appointment" basis. They may not erect any "For Sale" or "Show House" or "Sold" boards or any other signage boards whatsoever, and they must personally accompany prospective buyers or tenants onto and out of the estate. Arrangements must be made in advance with Security to visit Lombardy Estate.

3.3.3 An estate agent is accredited after signing an agreement with the HOA to the effect that such agent shall abide by the stipulated procedures applicable to the sale and/or lease of the property on the Estate, and after having been inducted in respect of the concepts, rules and

conditions under which a purchaser and/or tenant acquires and/or leases the property in Lombardy. An accredited estate agent will, in particular, make any buyer aware of the Rules, Architectural and Development Guidelines, Constitution, building deadlines and conditions and any other relevant considerations applicable to ownership or occupancy. Any document prepared by the agent containing an offer of sale or an offer to purchase must include such clauses as the HOA may require from time to time to ensure compliance with the matters envisaged herein.

3.3.4 It is the responsibility of the estate agent to mail or provide the HOA with a copy of such documentation.

3.3.5 The accredited agent and the Member shall ensure that the purchaser and/or tenant is informed of and receives a copy of the estate rules, architectural guidelines and constitution before access is permitted, the resident or tenant shall sign receipt of all such documentation.

3.3.6 If a member is in default regarding payment of a levy or any other debt due to the Association, the HOA shall be entitled to refuse to issue a Clearance Certificate which is required to effect transfer of an erf or unit.

### **3.3.7 CONDITIONS OF TITLE**

The seller is obliged to procure that, in addition to all other conditions of title and/or subdivision referred to, the following conditions of title be inserted in the Deed of which the purchaser takes title to the property:

3.3.7.1 “every owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereon shall become and shall remain a Member of the HOA and be subject to its Constitution, until he ceases to be an owner as aforesaid.

3.3.7.2 Neither the erf, nor any subdivision thereof, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of the HOA to become a Member of the HOA.”

3.3.7.3 “The owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereon, shall not be entitled to transfer the erf or any subdivision thereof, or any interest therein, or any unit thereon, without a clearance certificate from the HOA which

certifies that the provisions of the Constitution of the HOA have been complied with.  
(This includes but is not restricted to any amount due to the HOA being paid up).

- 3.3.7.4 For purposes of the foregoing any reference to “owner” shall also include a Homeowners Association, which may come into being in the case of a subdivision in respect of the property, as the case may be.
- 3.3.7.5 No improvement or alteration of any kind may be effected on any erf without the prior written approval of the Association or its nominee and any building plans in respect of any improvement to be erected on the erf shall be subject to the prior written approval of the Association or its nominee.
- 3.3.7.6 Such approval will be required without limitation for all external finishes, including materials, paint colours, roofs and windows; this also includes landscaping, trees, plants and garden layout outside the border walls of any erf or unit.
- 3.3.7.7 The owner undertakes to commence with the erection of buildings on the property to the reasonable satisfaction of the Association within 24 months of registration of the property into his name or within such extended period as allowed in writing by the Association,
- Should the owner fail to comply the Association shall be entitled (but not obliged) to claim that the property be retransferred to the Association at the cost of the owner against payment by the Association of the original purchase price to the owner, without interest.
  - Double levies will be charged on a monthly basis after expiry of the 24 months or approved arrangement period.
- 3.3.7.8 Buildings shall be completed within 12 (twelve) months of commencement, failing will result in double levies charged on a monthly basis thereafter.
- 3.3.7.9 In the event of the property being retransferred to the Association the property such property shall be sold by the Association by way of a public auction, which auction shall be advertised in Afrikaans and English newspapers or media circulated in the Gauteng. The area and size of the advertisement (in newspapers) shall not be less than 100mmx120mm. The auction sale shall also be advertised in the newsletter circulated within the Silver Stream Estate.

- 3.3.7.10 The purchaser who acquires a property from the Association in terms of an auction referred to above must commence with and complete all building operations within a period of 12 months of registration of transfer into the name of the purchaser.
- 3.3.7.11 Should the purchaser who acquires a property in terms of clause 3.3.6.8 above not commence with and complete all building operations to the satisfaction of the Association within 12 months of registration of transfer of the property into the purchaser's name, the Association shall claim that the property be retransferred to the Association at half of the purchase price paid for on auction.
- 3.3.8 In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to affect registration of an erf, the purchaser hereby agrees to such amendment.
- 3.3.8.1 Where the Member himself sells or lets his property, the provisions of this Clause 3.3 will still apply to the owner.
- 3.3.9 Members or their agents are required to give the HOA prior notice of any tenants / guests / persons who are to occupy the Member's property in the absence of the Member. This shall be done via e-mail and telephonically to the HOA furnishing:
- Names of the tenants or guests.
  - Date of occupancy.
  - ID numbers.
  - Contact numbers.

Tenants shall be obligated to register at the offices of the HOA prior to occupation and:

- Furnish the HOA with a photocopy of their ID's for security reasons.
- Sign a declaration that they are acquainted with all the Rules and Constitution of the HOA and agree to abide to them.

#### **4 SECURITY**

- 4.1 Security guards shall not, under any circumstances, be abused or disrespected.
- 4.2 Security protocol at the gate houses shall be adhered to at all times.
- 4.3 Under no circumstances shall residents or any person other than security personnel, Trustees or management of HOA be allowed into the gate houses or security offices.

- 4.4 The biometric system for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every Member with respect to people in his employ.
- 4.5 Residents must inform visitors or guests to adhere to security protocol and treat the security personnel in a co-operative and respectful manner.
- 4.6 Groups of visitors may be allowed access by prior arrangement via security management and according to a protocol implemented from time to time by the Trustees.
- 4.7 Members must ensure that contractors in their employ adhere to the security stipulations, Contractors agreement and Architectural guidelines.
- 4.8 Security related incidents must immediately be reported to a member of the security staff, security manager, Contract Manager or Estate Manager of the HOA.
- 4.9 Except for the Estate Manager or the operations manager, no other person or security officer shall authorise a deviation from the Rules in respect of access and egress to and from the property and movement on the Estate.
- 4.10 Should Members purchase burglar alarm systems for their residences, it must be compatible with the Estate security system as the alarm must be linked to the estate security provider.
- 4.11 Response to alarms will only be allowed by the appointed estate security provider.
- 4.12 No external audible alarms will be allowed.
- 4.13 All alarm systems must be approved by the Estate Security Manager prior and after installation.
- 4.14 No property may be secured with any externally added security or fencing.
- 4.15 All fencing must be approved of by the HOA or representative prior and after erection thereof.
- 4.16 No structure may be erected closer than 2 m from the perimeter wall.
- 4.17 No Member may issue instructions to security/ gardening or any HOA personnel.

## **5 ARCHITECTURAL GUIDELINES**

The Architectural Guidelines as determined by the Trustees from time to time are applicable and shall prevail over any additional clauses hereunder.



## 5.1 GENERAL

The spirit of the Architectural Guidelines is not intended to restrict but rather to encourage creativity and individuality while enhancing the coherence of the development and to serve as a protective mechanism. A mix of contemporary local and international styles of architecture has been adopted using local materials, roofs and colours in harmony with the surroundings. The architecture of any building should be designed to minimize the visual impact on the open area. Building according to approved standards obviates the necessity of making costly changes at a later stage.

- 5.1.1 All building plans shall be in accordance with the architectural guidelines and must be approved by the Design Review Committee (DRC) before the commencement of any building work. This requirement is also applicable to any additions or alterations to existing structures and dwellings.
- 5.1.2 Encroachment of building lines will not be allowed.
- 5.1.3 No subdivision of any property shall be allowed.
- 5.1.4 No property may be let or utilised for the purpose of a commune.
- 5.1.5 A supervisor or responsible person must at all times be available on a building site.

## 5.2 PLANS

- 5.2.1 Draft plans may be submitted prior to the submission of detailed working drawings.
- 5.2.2 Four A1 paper copies of detailed working drawings, coloured to Municipal Specifications, incorporating a site development plan, together with the applicable fees, are to be submitted to the DRC for approval prior to being submitted to the Local Authority for approval.
- 5.2.3 A contractor's deposit shall be payable immediately when a contractor is appointed.
- 5.2.4 One black and white copy of the approved plan, with street elevation shall be retained by the HOA.
- 5.2.5 Aesthetic approval shall be given on the normal municipal submission plans prior to them being lodged with the Local Authority for building regulations approval.
- 5.2.6 Where house designs and details are found to be insensitive towards the environment and the character of the Estate, the Member may be requested to alter such designs or requested

to make use of another suitably qualified architect.

- 5.2.7 Construction shall be completed within 12 months of the commencement date of foundations being laid; failing the Member shall be charged double levies on a monthly basis.
- 5.2.8 Prior to construction a “Search and Rescue” certificate shall be obtained by the HOA. Owners are subject to, and shall comply with, the certificate in respect of plants which must be taken out and preserved.
- 5.2.9 Where houses and/or alterations have not commenced within 12 months of date of approval of the plans by the DRC such initial approval shall lapse, and the plans needs to be re-submitted for re-approval by the DRC at cost.
- 5.2.10 Design and layout of the entire stand shall be considered from the outset.
- 5.2.11 Special consideration shall be given to existing natural features on site, i.e. existing flora and landscape.
- 5.2.12 Site plans are required for all swimming pools. Special attention shall be given to privacy, water drainage, positioning of pool pump and safety fencing. Approval shall be required for pool encroachments over building lines.
- 5.2.13 All man-made outdoor elements, statues, fountains, Wendy huts, swimming pools, patios etc. must be indicated on plan and submitted to the HOA and estate architect for scrutiny and authorisation. Outdoor elements shall compliment the design of the house. Privacy and aesthetics shall be considered when evaluating the above.

### 5.3 **ARCHITECTURAL REQUIREMENTS:**

- 5.3.1 All building activities shall be subject to the Architectural and Design Guidelines provided for in the Constitution.
- 5.3.2 Elevational treatment of all buildings shall conform to acceptable architectural standards and not interfere with or detract from the general aesthetic appearance of the neighbourhood.
- 5.3.3 Special aesthetic consideration shall be given to the design of parapets, fascia's, copings, eaves, roof trim, guttering and roofing materials in general as well as the design and layout of

paving.

- 5.3.4 No solar panels, air conditioners, heat pumps or geysers may be visible from street view. Screening of such must be done architecturally and approved by the estate architect.
- 5.3.5 Outbuildings and additions shall match original design and style, both in elevation consideration as well as materials and finish.
- 5.3.6 Yard and screen walls (1.2 meter high) and boundary walls (maximum 2.0 meter high) shall match the basic materials of the buildings.
- 5.3.7 The height of dwelling units shall not exceed 2 (two) storeys at any given point. The impact of a second storey on:
- 5.3.7.1 the right to privacy of adjacent property owners; and
  - 5.3.7.2 the views from adjacent residences will be considered when plan approvals are requested.
- 5.3.8 Sidewalks are considered to be of paramount importance having a direct influence on the aesthetic quality of the neighbourhood. The diverse nature of neighbourhoods should give rise to a varied treatment of street boundaries.
- 5.3.9 To create a degree of visual integrity, street boundary walling designs shall be strictly controlled.
- 5.3.10 Lean-tos and carports are not permitted. Carports are to be designed to form an integral part of the house design.
- 5.3.11 The position, size and placing of TV antennae and satellite dishes must not be unsightly. A plan regarding the placement of such must first be sent to the Aesthetic committee for approval.
- 5.3.12 No Wendy houses or tool sheds may be erected.
- 5.3.13 The residential area is zoned for single residential use only.
- 5.3.14 Three milestone inspections as indicated in the Architectural guidelines are compulsory, should the contractor/owner fail to request this in writing to the estate architect a fine will be issued.
- 5.3.15 **The fourth and final inspection must take place prior to occupation.**
- 5.3.16 **Before any clearance certificates will be issued, all the standards of the Estate have to be met.**

## 5.4 APPROVAL OF PLANS

- 5.4.1 Perspective views and photographs may be requested for final approval.
- 5.4.2 Notwithstanding the fact that the building plans may comply with all the above, the approval or rejection of such plans shall be at the sole discretion of the DRC, based on aesthetics, which approval shall not be withheld unreasonably.
- 5.4.3 Nothing in the Rules shall be construed as permitting the contravention of the Conditions of Title to any erf or any by-laws or regulations of the Local Authority.
- 5.4.4 The HOA reserves the right to prevent Members and/or their contractors from commencing construction without prior approval from both the HOA and the Local Authority.
- 5.4.5 Should any deviation be contemplated or become necessary after plan approval, the DRC is to be notified forthwith and deviation plans, clearly setting out the nature of the deviation, shall be submitted for approval prior to the deviation being constructed.
- 5.4.6 Upon completion of all construction and prior to the release of deposits, the Member shall complete the necessary forms and arrange for a final inspection of the site.
- 5.4.7 After the inspection the HOA will deliver to the Member a copy of the duly issued certificate of occupation from the HOA for submission to the Local Authority.
- 5.4.8 The Local Authority will not issue any Occupation Certificate prior to the issuing of same from the HOA.

## 5.5 SPECIAL DESIGN CRITERIA FOR STANDS

- 5.5.1 Only approved plant material based on the landscape plan shall be planted. Landscape plans of this area must be submitted to the HOA for approval.
- 5.5.2 The position of boundary walls shall be determined in consultation with the DRC.
- 5.5.3 Once construction has commenced it shall be completed within 12 months of the commencement date, failing which the approved penalty by the Board of Trustees will be imposed by the HOA unless an extension of time has been allowed by the HOA in writing. Such penalty shall be added to the levies payable.
- 5.5.4 In terms of the Rules, no dwelling may be occupied unless all work is complete or a**

**Temporary Occupation Certificate, valid for 3 months has been obtained.**

- 5.5.5 Completion of work shall include painting, garden, driveway and the complete installation of plumbing, electrical fittings and all items as per the approved plans.
- 5.5.6 Plans must be provided to the Architectural committee for approval afore installing such.
- 5.5.7 No portable pools are permitted.
- 5.5.8 **Swimming pool backwash or drainage pipes must be connected to the storm water drainage system (not sewer system) or discharged directly onto the roadways.**
- 5.5.9 All swimming pools must be fenced in or covered in accordance with Local Authority regulations.

## 5.6 CONDITIONS WITH REGARD TO HOME OFFICES

- 5.6.1 No business shall be conducted from home without the written consent of the HOA.
- 5.6.2 All Members and/or tenants wishing to conduct businesses from home shall complete the standard HOA form for such approval. Such business operations shall adhere to the criteria and conditions as specified by the HOA and to local Municipal by-laws and regulations.
- 5.6.3 The home offices shall not exceed 60 (sixty) square metres in total.
- 5.6.4 Only the resident and two assistants may work from the home office. The home office shall at all times accommodate on the premises the vehicles of both workers and visitors.
- 5.6.5 No parking shall be allowed on the pavements.
- 5.6.6 No business or any signage may be displayed whatsoever.
- 5.6.7 If the display of an advertising board in respect of a commercial activity is required by statute or any professional body, then such display shall only be done after written approval has been obtained from the HOA.
- 5.6.8 A special levy, as determined by the Trustees from time to time, shall be payable in respect of home offices.

## **6 NATURAL ENVIRONMENT AND COMMUNIAL PARKS**

### **6.1 GENERAL**

- 6.1.1 The Association shall have the right and duty to control the environment, which shall include but not be limited to all the vegetation on the erven, dams, trees and Common Property, the erection of walls, fences and hedges, and shall have the right to trim, plant or remove such.
- 6.1.2 No person shall do anything that detrimentally affects the amenities, flora or fauna of Lombardy Estate, or unreasonably interfere with the use and enjoyment of the Common Property by others.
- 6.1.3 No person shall discard any litter or any item of any nature whatsoever in Lombardy Estate, except in receptacles set aside for this purpose by the Association.
- 6.1.4 No camping and or picnicking shall be permitted except at any place set aside for the purpose and designated as such by the Association.
- 6.1.5 No fire shall be lit at Lombardy Estate, except in such places as may be designated for the purpose by the Association or in an approved and a properly constructed fireplace or braai.
- 6.1.6 No person shall do any gardening, landscaping or place any object on the Common Property without the express prior written permission of the Association in regard.
- 6.1.7 No person shall, unless authorised by the Association to do so, pick or plant any flora on Common Property.
- 6.1.8 Subject to any Environmental or Planning Law or regulation made in terms of such laws, the HOA shall be entitled to prohibit access to any part of open stands or common area in order to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Association.
- 6.1.9 No person shall discharge a firearm, air rifle, crossbow or any similar weapons or publicly display any such weapons.
- 6.1.10 Hunting is prohibited on Lombardy Estate and the trapping of birds and animals and setting of snares are specifically prohibited.
- 6.1.11 No rubble or refuse may be stored, dumped or discarded in any public and/or common area.
- 6.1.12 Residents and their guests are urged to leave any open space visited in a cleaner condition

than that in which it was found. Residents must pick up and dispose of any litter encountered in open spaces.

- 6.1.13 Flora as well as any natural features such as rocks and items of archaeological significance shall not be damaged or removed from any open space.
- 6.1.14 Fauna of any nature shall not be chased, trapped or harmed in any way.
- 6.1.15 No animal, bird or reptile may be slaughtered within the Estate.
- 6.1.16 Residents shall maintain a high standard of garden frontage and pavement maintenance.
- 6.1.17 Residents shall ensure that declared noxious flora are not planted or allowed to grow in their gardens.
- 6.1.18 Vacant stands must be kept clean, and maintained to the satisfaction of the HOA, failing which, the HOA reserves the right to clean or appoint a contractor or person to clean the stand at the owner's expense.
- 6.1.19 Residents' use of any open space is entirely at their own risk at all times. The HOA, personal, staff or representatives shall not entertain any claims for damages, injuries or loss of life of whatsoever nature or from.
- 6.1.20 No bathing, fishing or boating in the dams shall be allowed; nor shall dogs be permitted to swim therein.
- 6.1.21 No person shall launch any boat or craft of any description, powered by a motor or otherwise, on any dam at Lombardy Estate.
- 6.1.22 No bathing or tampering in or of any water feature on common areas will be allowed.
- 6.1.23 No water sport is permitted on dams at Lombardy Estate and no person shall enter any dam within Lombardy Estate.
- 6.1.24 No person shall pollute or permit the pollution of the dams or streams within Lombardy Estate by any substance which may in any manner be injurious to plant, animal or bird life, or which may in any way be unsightly.
- 6.1.25 No person is allowed to place any object or structure in the dams or water channels.
- 6.1.26 No person shall discard any litter or any article of any nature whatsoever in the dams and streams of Lombardy Estate.
- 6.1.27 No fishing is permitted at Lombardy Estate without the prior written consent of the Association and subject to the terms and conditions imposed by the Association.
- 6.1.28 The lighting or letting off of fireworks within the Estate is strictly prohibited at all times.

6.1.29 Garden and other floodlights shall be adequately screened so as not to cause discomfort to neighbours.

## 6.2 GOOD NEIGHBOURLINESS

6.2.1 Any business activity or hobby which shall cause aggravation or nuisance to fellow residents shall not be conducted from any property. This includes auctions, jumble sales and garage sales.

6.2.2 Noise disturbance of any sort or from electronic instruments, music, partying will not be allowed.

6.2.3 Party music (not disturbing neighbours) and the like shall cease at 22h00 or kept at such a level not to be a nuisance to neighbours.

6.2.4 Mechanical maintenance and the use of power saws, lawn mowers and the like shall only be undertaken between the following hours:

Monday to Friday            07h30 – 18h00

Saturday                      08h00 – 13h00

Sunday                         None

6.2.4 Gardening by non-residents shall be allowed on Sundays.

6.2.5 Refuse, refuse bins (except on official collection days), garden refuse and/or refuse bags shall not be placed on the pavement and must be stored out of sight of the road.

6.2.6 Garden refuse must be removed on the same day the bin or bag was placed.

6.2.7 Bins must be collected and placed within the resident's boundary on the same day the refuse was collected.

6.2.8 Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the resident will be liable to remove such.

6.2.9 Members shall ensure that their employees do not loiter on the Estate, specifically not at any prominent place such as the gates, road circles, streets etc.

6.2.10 Members must ensure that their children and the children of members of their households, employees, tenants, invitees and guests do not pose a safety threat to themselves or to any other person or driver at Lombardy Estate. Tenants shall have the



same responsibility as regards their households, employees, invitees and guests.

6.2.11 Whenever the Association receives a written complaint from a Member relating to the behaviour of any persons at Lombardy Estate, the Association shall investigate appropriately and take any steps required within the scope of the Estate Rules and Constitution. The Association is not prevented by this clause from taking action on its own initiative, if evidence of behaviour, which in the opinion of the Trustees is unacceptable, should come to its attention from a source other than a written complaint.

6.2.12 Should any home owner wish to install a personal generator on their erf/unit, it will be subject to the following provisions:

- It must comply with the noise levels set by Council;
- It must not impact on the surrounding neighbours (must be covered by a soundproof housing).
- No noise is permitted after 22h00 and before 06h00.

### **6.3 DISPUTE RESOLUTION**

6.3.1 In the event of annoyances or complaints, the parties involved shall attend as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration. Where a dispute cannot be resolved, and in particular a dispute between neighbours, the procedure shall be as follows:

6.3.1.1 Written submissions shall be made by the parties involved in the dispute to the Trustees or nominated person/s.

6.3.1.2 The Trustees or nominated person/s may, in their sole discretion, decide as to whether the Trustees shall arbitrate on the matter or not.

6.3.1.3 In the event that the Trustees or nominated person/s are of the view that they are entitled to arbitrate on the matter, the decision of the Trustees or nominated person/s shall be final and binding in respect of the resolution of the dispute.

6.3.1.4 In the event that the Trustees or nominated person/s are of the view that they are not prepared to arbitrate in the matter, the Trustees may either:

6.3.1.4.1 Inform the parties involved that the Trustees or nominated person/s are not prepared to arbitrate in the matter and the parties shall resolve the dispute

themselves and/or by legal action and/or arbitration.

6.3.1.4.2 The Trustees or nominated person/s may refer the matter to an independent arbitrator at the discretion of the Trustees or nominated person/s, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute. The arbitrator's decision shall be final and binding and the arbitrator shall be entitled to make an award as regards legal costs.

## **6.4 USE OF THE STREETS**

- 6.4.1 The streets are for the use of all residents; whether it is on foot, roller skate, bicycle, motorcycle, trucks, delivery vans, busses, cars or the like.
- 6.4.2 All roads on the Estate are public roads and are subject to the relevant road traffic ordinances or by-laws.
- 6.4.3 The speed limits on the estate fluctuate between 30 and 40km/h as per street signs.
- 6.4.4 Save for the above, the road traffic ordinance regarding road and street usage shall apply.
- 6.4.5 Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets, dams, pools etc. and take responsibility for their children's safety.
- 6.4.6 Only road worthy and licensed vehicles are permitted to drive on the streets of the estate.
- 6.4.7 Driving in the parks, pavements or any Common areas are off-limits but for the HOA, their personnel or appointed person/s to perform their duties.
- 6.4.8 Only licensed drivers may operate and drive vehicles on the Estate.
- 6.4.9 No private golf carts will be allowed on the estate except those in use by the HOA in order to perform their duties
- 6.4.10 The use of vehicles with noisy exhaust systems save for entering into and exiting from the Estate is prohibited.
- 6.4.11 Parking in streets and obstructing traffic flow is prohibited.
- 6.4.12 Pedestrians will frequently cross streets at designated cross streets at designated crossings on the Estate. They have the right of way. Motorists are reminded always to approach crossings with caution.

## 6.5 ENSURING A PLEASING STREETScape

- 6.5.1 The participation and contribution of every resident will help create a neat and pleasing streetscape.
- 6.5.2 Owners must ensure that garden fences, walls, roofs and outbuildings be regularly maintained and painted.
- 6.5.3 The HOA has the right to effect repairs or maintenance at the cost of the member should it be considered necessary.
- 6.5.4 No advertising sign boards shall be placed in street or other areas.
- 6.5.5 Contractor information boards, as specified in the architectural guidelines, are only permitted during the construction period and must be removed not later than one week after construction.
- 6.5.6 Washing lines must be suitably screened from the street and neighbouring properties.
- 6.5.7 No garments, household linen or washing of any nature, may be hung or placed anywhere in the view of any resident to dry except in a drying yard or such other area designed for such purpose.
- 6.5.8 Washing lines, twirly dries etc. must be below the level of the perimeter walls.
- 6.5.9 Building material may only be stored on the pavements under special circumstances and after written approval has been obtained by the HOA.
- 6.5.10 Building rubble must be removed every Friday before end of day.
- 6.5.11 Paper, bags and other rubble must be removed on a daily basis or placed in a skip and emptied before it overflows. A net must then be placed over such skip to prevent these papers blowing all over the estate.
- 6.5.12 No self-made skips will be allowed.
- 6.5.13 Planting shall not interfere with pedestrian traffic or obscure the vision of motorists.
- 6.5.14 Caravans, trailers, boats, equipment, tools, engine and vehicle parts and the like, as well as accommodation for pets, shall be located out of view and screened from the street.

## 6.6 PETS

- 6.6.1 Let your pet not be a bone of contention between you and your neighbours.
- 6.6.2 The Local Authority by-laws relating to pets shall be strictly enforced.
- 6.6.3 Residents may not keep more than two dogs or two cats on their property without the prior written permission of the HOA. Where dogs are kept, there must be a suitable enclosure to prevent the dogs from straying off the Member's property. All enclosures must conform to the Architectural Guideline regulations.
- 6.6.4 Poultry, pigeons, aviaries, wild animals, livestock or the like shall not be kept on the Estate.
- 6.6.5 Pets are not permitted to roam the streets and dogs shall be kept on a leash in all areas of the Estate at all times.
- 6.6.6 Should animal excrement be deposited in a public area the pet owner shall be responsible for the immediate removal thereof.
- 6.6.7 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. . Pets roaming the streets shall be removed to a pet facility at the Member's cost.
- 6.6.8 The HOA reserves the right to request a resident to remove a pet should it become a nuisance on the Estate. Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the Association may impose penalties or remove it from Lombardy Estate and recover any costs incurred from Member concerned without prejudice to its rights to recover any penalty imposed.
- 6.6.9 In all cases, should dogs cause a mess or dig holes, the dog's owner shall immediately remove the mess or repair the holes as the case may be.
- 6.6.10 Animals, birds and wild life shall have the right of way at all times within Lombardy Estate and vehicles shall be brought to a stop whenever necessary.

## **7 RULES REGARDING BUILDING CONTRACTOR ACTIVITY**

### **7.1 INTRODUCTION**

Certain rules relating to building contractor activity on the Estate have been adopted by the HOA. The primary intention of these rules is to ensure that all building activity is conducted with the minimum of inconvenience and disruption to residents.

### **7.2 LEGAL STATUS**

7.2.1 The rules governing building activity as set out in this document are binding on all Members and residents, their contractors and sub-contractors. Furthermore, all Members and residents are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly complied with. Members and residents are required to include these rules in their entirety in any building contract concluded in respect of any property on the Estate. The HOA has the right to suspend any building activity in contravention of any of the conditions and will not be responsible for any losses sustained by a resident or contractor or sub-contractor as a result thereof, or any claims for damages of any nature whatsoever.

7.2.2 All Members or residents and their contractors who undertake any building activity are required to read and complete a contractor's agreement (available from the HOA) and sign such form prior to proceeding with any alterations or commencing with any building activity. The clauses of the contract are not necessarily limited to the clauses detailed below.

### **7.3 GENERAL**

7.3.1 Contractor activity is limited to the times as indicated in the contractor's agreement.

7.3.2 Contractor personnel are not permitted to remain on site after the times indicated in the contractor's agreement.

7.3.3 The entire contractor's workers and/or the contractor's sub-contractor workers must enter the Estate in an approved and licenced vehicle.

- 7.3.4 No heavy vehicle exceeding 10 tons or horse and trailer will be allowed on the estate.
- 7.3.5 Contractors must provide proper toilet facilities for their workers. Such toilets may not be positioned on the pavement and its entrance must face away from the street.
- 7.3.6 The contract site is to be kept clean and properly screened as prescribed. If the contractor fails to keep the site clean and tidy (within reason), then such a contractor may be prohibited from entering the Estate until such a time as the site is properly cleaned.
- 7.3.7 Materials off-loaded by a supplier which encroach onto the sidewalk or roadway, must be moved onto the site by the contractor.
- 7.3.8 Material and/or rubble must not be allowed to remain on the roadway or sidewalk and it is the contractor's and Member's responsibility to clear these areas of all such materials and/or rubble. The same applies to sand or rubble washed or moved onto the road during building operations.
- 7.3.9 Deliveries from suppliers must be scheduled as per contractors' agreement.
- 7.3.10 Building boards must be erected and boards must comply with the HOA's specifications indicated in the contractor's agreement.
- 7.3.11 Contractor information boards must be placed in a neat steel frame and not hanged on a fence or droppers.
- 7.3.12 Such boards must be placed in front of the net and clearly visible. Sub-contractor's boards are not permitted.
- 7.3.13 All boards must be removed after issuing of the Occupation Certificate.
- 7.3.14 The Member and the contractor shall be responsible for damage to curbs and/or plants on the sidewalks, road surfaces and/or damage to private or Estate property.
- 7.3.15 Should the HOA have any reservations with regard to the conduct of the contractor and/or sub-contractor, the HOA reserves the right to suspend all building activity until such conduct is rectified, which it may do at any time and without notice, and free of recourse from the owner and/or contractor or any other person.
- 7.3.16 This document must be fully understood and accepted by the contractor, Member and/or any sub-contractor and they must undertake to comply with these Rules in addition to any further rules and regulations which may be introduced by the HOA from time to time.
- 7.3.17 Only approved contractors and/or contractor's employees who are in possession of legitimate South African identity documents / legal permits accompanied with worker permits will be

allowed access to the Estate.

7.3.18 The HOA shall be entitled to levy fines against Members or their contractors and/or sub-contractors with regard to any contravention of the above.

7.3.19 No unauthorised persons are allowed onto building sites under construction.

7.3.20 Owners or residents are not allowed to park their vehicles on the Communal parking areas as these are solely for visitors to residents.

## **8 TRAFFIC**

**8.1** No vehicles shall enter or leave Lombardy Estate at any point other than at the entrance gates.

**8.2** All vehicles entering Lombardy Estate shall stop at the vehicle entrance.

**8.3** Security may conduct vehicle searches from time to time or if required.

**8.4** The movement and control of traffic and pedestrians are subject to the security and access rules and regulations of Lombardy Estate.

**8.5** Motorised vehicles may be driven on Lombardy Estate roads only by persons who hold a valid driver's licence which permits them to drive that vehicle on a public road within South Africa.

**8.6** The Association may, by means of appropriate signage designed specifically for Lombardy Estate, give direction as to the use of roads or any portion of the roads and Common Property and failure by any person to obey this signage shall be a contravention of these Estate Rules.

**8.7** Vehicles such as motorised ride-on mowers, "carry-all" carts for the development and maintenance of Lombardy Estate, as well as motorised golf carts may be driven on Lombardy Estate's roads, provided:

8.7.1 The vehicles are in sound mechanical condition;

8.7.2 The vehicles have adequate front and rear lights when driven after dark; and

8.7.3 During the performance of their duties (as appointed by the HOA).

**8.8** No helicopters or any means of aerial conveyance may be landed at any place on Lombardy Estate without the authority of the Trustees of the Association.

**8.9** No vehicle may at any time block the thoroughfare of other vehicles on any road.

**8.10** Vehicles shall be parked in designated parking bays only on roads and hard surfaces and no parking shall be permitted on any grass or pavements situated outside any erf or unit

boundary.

**8.11** All vehicles, but particularly motorcycles, must have efficient silencer systems.

## **9 COMMERCIAL ACTIVITY**

**9.1** The Association shall regulate commercial activity on Lombardy Estate.

**9.2** Applications to conduct commercial activities (including home offices) shall be lodged with the HOA prior to commencement of such activities.

**9.3** No advertising board may be displayed anywhere on Lombardy Estate. If the display of an advertising board in respect of a commercial activity is required by statute or any professional body, then such display shall only be done after written approval has been obtained from the HOA.

**9.4** No door-to-door canvassing or selling is permitted at Lombardy Estate.

**9.5** Use of the Association's mailing list for commercial purposes is prohibited and Members are prohibited from providing non-members with the Association's mailing list.

**9.6** No auctions of any manner, other than in terms of an Order of Court, are permitted on the estate.

## **10 FAILURE TO COMPLY WITH THE RULES**

**10.1** Failure by a Member to comply with any provisions of any Rules may result in:

10.1.1 a call for an explanation and/or apology and/or a reprimand and a request to comply;  
and

10.1.2 the imposition of a fine;

10.1.3 and/or, the withdrawal of any previously given consent applicable to the particular matter; and/or,

10.1.4 an order to pay for damages resulting from non-compliance with any rule; and/or,

10.1.5 application to Court or attorney at cost for the enforcement of the Rule;

10.1.6 and/or, disciplinary steps.

**10.2** The actions to be taken and the penalties to be imposed for breaches or contraventions of



the Rules shall be entirely at the discretion of the Trustees and/or appointed person/s and may be revised from time to time.

#### DISCLAIMER NOTICE/INDEMNITY

Owners/ Residents/ Visitors attend this establishment at their own risk. The Proprietor includes its agent/s and/or its employees, shall not be liable for, and the guest/s hereby waive/s and abandon/s any claims of whatever nature including but not limited to that for theft, injury, loss or damage of whatever nature, against the Proprietor. The guest/s, in addition to the aforesaid, hereby indemnifies the Proprietor against any claims which may arise from whatever nature. This disclaimer notice is prominently displayed at the entry gates to the Estate and is valid and automatically considered as accepted by Owners, residents and guest/s or any person entering the Estate.