



# LE PARC

RESIDENTIAL  
ESTATE

— *paarl* —

## ESTATE RULES

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[leparc.co.za](http://leparc.co.za)



## **A. INTRODUCTION**

These rules are designed to promote and protect the high-quality lifestyle and the security to which owners and residents of the Estate aspire. The prime objective of these rules and regulations is to preserve and enhance security, the harmonious internal and external control, the aesthetics and the environment.

These rules have been established in accordance with the Constitution of the Le Parc Residential Estate Master Home Owners' Association ("**MHOA**") as it relates to the Le Parc Residential Estate Development ("**the Estate**") and may from time to time be added to, amended or rescinded in terms of the Constitution.

These rules are binding on all owners and residents of the Estate, as is any decision taken by the Trustees in the interpretation thereof. The registered owner of each property is responsible for ensuring that all members of their families, as well as their tenants, visitors, friends, invitees, contractors and employees abide by these rules and regulations ("**the Rules**").

## **B. INTERPRETATION**

Words used in this document, being the Rules, shall unless the context provides otherwise, have the meanings assigned to them as in terms of the Constitution of the MHOA as amended from time to time. Owners and occupants of Sectional Title Units within the Development must be aware that these rules are applicable to them over and above the Conduct Rules in terms of the Sectional title Schemes Management Act which latter rules will only apply to Units and the Common Property of the particular Scheme of which such Unit form part of.

## **C. RULES**

### **1. USE OF THE STREETS AND VEHICLES**

- (a) In so far as appropriate, the provisions of the National Road Traffic Act, 1996 shall apply to all streets within the Estate.
- (b) No unlicensed vehicles may be driven on the streets in the Estate and only licensed drivers may operate and drive engine powered vehicles on the streets within the Estate.
- (c) The streets of the Estate are for the use of all residents, whether it be on foot, roller-skates or the like, bicycle, wheelchair, motorcycle, any motorised means of transport, delivery vans or cars.
- (d) Residents of the Estate are not permitted to use quad bikes, go-carts and golf carts on the streets and within the Estate without the prior written consent of the Trustees.
- (e) Parking is prohibited on sidewalks, any grassed road reserve and open spaces unless such sidewalks and open spaces are designated for parking. Parking is therefore only permitted on designated parking areas and in driveways in front of garages.

- (f) Children may not play in the streets of the Estate unless supervised by an adult. Parents are responsible for ensuring the safety of their children at all times.
- (g) No vehicles or motorcycles are permitted on the streets in the Estate after dark, except if they are fitted with suitable lights and reflectors to the front and rear of such vehicle or motorcycle.
- (h) Pedestrians and cyclists will frequently cross streets on the Estate and have the right of way. Motorists are reminded always to approach inter-sections or crossings with extreme caution.
- (i) Designated sidewalks on the streets within the Estate are for the use of pedestrians and cyclists only.
- (j) Cyclist must adhere to all the rules of the streets as well as these rules regarding street usage.
- (k) Motor vehicles causing excessive noise, gaseous emission, leaking fluids, or vehicles, which are deemed un-roadworthy by the security of the Estate, will be refused permission to enter the Estate or be removed from the Estate by the security officers of the Estate.
- (l) The horns of motor vehicles may not be sounded at any time on the Estate, except as a warning of imminent danger or in the case of an emergency.

## **2. PRIVATE DWELLINGS, GARDENS AND ADJACENT AREAS**

### **2.1 ENSURING A PLEASING STREETScape**

- (a) The collective pride of the Estate is dependent upon the contribution of every owner to create a neat and pleasing streetscape. Residents are expected to maintain a high standard of garden and pavement maintenance.
- (b) Garden fences and/or walls and outbuildings forming part of the streetscape, should be regularly maintained and painted where necessary.
- (c) Building material may under no circumstances be dumped on the sidewalks or streets. The owner will be liable for any damages in this regard.
- (d) No trees, plants or groundcover may be damaged, removed or planted from the sidewalks without permission from the Trustees. Planting should not interfere with pedestrian traffic or obscure the vision of motorists and structures such as fountains, rocks, large pots and planters may not be built or erected on sidewalks outside the stand boundary. Residents are responsible for maintaining trees, plants and shrubs planted inside their boundary and ensure that no flora declared noxious are planted inside the boundary of their Property.
- (e) No structure of a non-permanent nature except a kennel or portable swimming pool may be erected. If the owner receives a warning in respect of the aforementioned and refuses

to remove such structures within 24 (twenty-four) hours of being requested to do so, the Trustees may remove such structures at the cost of the owner.

- (f) Caravans, trailers, boats, equipment, tools, engine and vehicle parts, kennels, trampolines, jumping castle's, jungle gyms, dollhouses, portable swimming pools and water catchment tanks should be located out of view and screened from neighbouring properties and the street.
- (g) All landscaping, plants and all building and Improvements shall be of approved design and of sound construction and shall comply with the provisions of the Guide.
- (h) Irrigation of sidewalks is not permitted and no water may run off nor spay directly onto the streets.

## 2.2 LAUNDRY

- (a) Washing lines must be suitably screened from neighbouring properties and no clothes, washing-lines or other items may be hung where visible to the public and/or other residents in the Estate.

## 2.3 REFUSE

- (a) All refuse shall be kept in suitable containers which shall not be visible from the streets of the Estate, except when placed in containers for purposes of collection by the Local Authority or waste collection contractors on the day/s assigned for collection, provided that the Trustees may, from time to time, by notice in writing to all residents –
  - (a) prescribe the type and size of refuse containers to be obtained and used;
  - (ii) provide directions in regard to any place designated for refuse removal;
  - (iii) require the payment of a reasonable charge for the provision of such containers.
- (b) It shall be the duty of every resident to ensure that any direction given by the Trustees from time to time is observed and implemented.
- (c) Where, in the opinion of the Trustees, any refuse is of such size and nature that it cannot be expediently removed by the Local Authority or by waste collection contractors, the Trustees shall give the resident wishing to dispose of such refuse such directions for its disposal as the trustees may deem fit.

#### 2.4 **ADVERTISEMENTS AND PROMOTIONAL ACTIVITIES**

- (a) The following activities may not be done at and within the Estate without the prior written consent of the Trustees:
  - (it) Distribution of pamphlets, “flyers”, business cards or any other documentation or the placement thereof in residents’ post boxes;
  - (ii) Door-to-Door canvassing on the Estate (including, but not limited to the selling of raffle tickets and donations);
  - (iii) Promotion of private functions such as art exhibitions, marketing and sales of products which involve members of the public.

#### 2.5 **USE OF PROPERTY**

- (a) No property may be used for storage of materials and other activities not associated or compatible with residential usage, or which could present a danger or risk to the health or safety of any residents.
- (b) Owners who allow their residence to be occupied by other persons must obtain from such tenant a written undertaking to comply with the Rules, which undertaking must be lodged with the trustees.
- (c) A residence may not be used as a guesthouse, bed & breakfast or hospitality service.
- (d) Subject to the provisions of the Constitution a dwelling shall be used for residential purposes only.
- (e) No owner shall allow any bedroom (or room partially used as a bedroom) in a residence or unit to be occupied by more than two persons.

#### 2.6 **ERADICATION OF PESTS**

An owner shall or ensure that the occupier shall keep the property free of borer and other wood destroying insects and to this end shall permit the Trustees at all reasonable hours on notice (except in case of emergency, when no notice shall be required) to enter his property from time to time for the purpose of inspecting the property and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the property, replacement of any woodwork or other material forming part of such property, which may be damaged by any such pests, shall be borne by the owner of the property concerned.

### 3. SECURITY

#### 3.1 GENERAL

- (a) The security personnel employed or contracted by the Trustees are for the safety and protection of the Estate. They are tasked to control access to the Estate. Not only must owners adhere to all security rules and any amendments or new rules introduced from time to time by the Trustees but are obliged to ensure that their employees, contractors, visitors, tenants and co-residents also comply therewith at all times. Residents shall neither instruct security personnel to do anything, nor request any favours of whatever nature from them other than those tasks as approved of by the Trustees. The security protocol as may be introduced and published as a policy by the Trustees on the Estate website or circulated by email notice for implementation by the security personnel at the entrance gates should be adhered to by all residents at all times.
- (b) Any person entering the estate is required to treat all security personnel in a cooperative and patient manner. The security personnel may be authorised by the trustees to search suspicious inbound and outbound vehicles as well as employees, contractors or visitors on foot.
- (c) No residents may issue instructions to security personnel. All requests, queries and/or complaints regarding security matters must be directed to the Trustees through the office of Estate Manager.
- (d) Biometric or tag-systems, with licence and driver card scanning will be utilised at the entrance of the Estate in order to regulate access to the Estate for residents, employees and contractors to the Estate and the trustees may introduce such access other control systems as they may deem appropriate including innovations such as “one time pin codes” to regulate pre-arranged visitor access.
- (e) Security surveillance cameras are to be installed at strategic places which are to be monitored from the security control centre of the Estate. This includes the movement of all vehicles and people entering and exiting through the access points. All persons working or residing in, or occupying any residence or unit in the Estate should take care to conduct themselves circumspectly as any or all their actions may be recorded on the CCTV.
- (f) Electrified fence and perimeter CCTV are also to be installed as a first line of detection of unwanted activity.

- (g) The security personnel will be authorised by the Trustees to ensure compliance with the Rules and to report transgression thereof to the Estate Manager and where necessary to intervene appropriately, should circumstances so dictate.

### **3.2 HOUSE ALARMS & ARMED RESPONSE**

- (a) Residents are not allowed to acquire the services of external armed response security company, as no company other than the approved response security service will be allowed within the Estate.
- (b) Residents may not refuse access to their property if any form of maintenance (preventative or current) must be carried out to the boundary wall/palisade fence or security related equipment. Residents must accept that security personnel may in cases of suspected security breaches have to gain access to their garden areas when occupants of a residence or unit are not home at the time.

### **3.3 ACCESS CONTROL: VISITORS TO RESIDENTS, DOMESTIC WORKERS, GARDENERS**

- (a) All pre-arranged visitors to residents are to be pre-announced to the security gate in accordance with the security protocol effective from time to time.
- (b) Residents must ensure that their visitors will at all times comply with the reasonable instructions of the security personnel at the entrance gate;
- (c) Security personnel may refuse access to the Estate:
  - (it) to any visitor ostensibly under the influence of alcohol or drugs;
  - (ii) where access is not authorised by a formal resident; or
  - (iii) otherwise in terms of these rules.

### **3.4 ACCESS CONTROL: OTHER VISITORS**

- (a) Prospective buyers will only be allowed into the Estate if accompanied by the appointed sales representative of the Accredited Estate Agency in terms of the Constitution.
- (b) A taxi may only enter the Estate if the resident concerned has made prior arrangements with security personnel. Only the driver and the visitor will be allowed access. All other occupants must exit the vehicle and remain at the front gate.

### **3.5 ACCESS CONTROL: TENANTS**

- (a) Should any owner let his property, he shall notify the Trustees address in writing to the office of the Estate Manager not less than 7 (seven) days in advance of the date of

occupation of the property, as prescribed in sub-clause 3.5 (c). The owner shall be obliged to attach a copy of these rules to the tenant's lease agreement.

- (b) The occupants of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the Rules.
- (c) The notice above, which must be signed by the owner, is to provide the following information regarding the intended letting:
  - i. A copy of the lease agreement containing all the personal information of the tenant, including a copy of these rules, signed by the tenant as proof of acceptance of his obligations, and that of his co-occupants, in terms thereof;
  - ii. the number of occupants;
  - iii. a copy of the Identity document(s) of the tenant(s);
  - iv. the date of occupation by tenant and the period of the lease;
  - v. contacts details of the tenant(s), including mobile number(s) and email address(es);
  - vi. such other information as may be prescribed by the Trustees or the office of the Estate Manager.
- (d) The Owner shall be responsible for payment of an administration fee as charged by the office of the Estate Manager, in the amount as will be determined from time to time by the Trustees, as well as for any deposits payable to such office, for any security identification and/or security tags required. The Owner must ensure that it would be possible for him to recover such amounts from the tenant in terms of the lease.

#### 4. **USE OF OPEN SPACE**

- (a) No rubble or refuse may be dumped or discarded in any public area, including the parks, streets, pavements or the storm water catchment and retention area with associated wetland and water features, other than in receptacles where provided for this purpose.
- (b) Residents must leave open spaces they visit in as clean a condition as they found them. Residents are requested to pick up and dispose of any litter encountered in the open spaces.
- (c) Picnicking will only be allowed in designated areas during day time.
- (d) Flora may not be damaged or removed from any public area.
- (e) Fauna of any nature may not be chased or trapped in any public area.



- (f) The use of alcoholic beverages in the open spaces, parks, lawns or any other public space is not permitted, and non-compliance is subject to prosecution in terms of Municipal bylaws for public open spaces and/or penalties imposed by the Trustees.
- (g) The use of all common property and open space areas by residents, their guests and visitors are entirely at their own risk at all times.
- (h) The disposal of cigarettes or cigarette buds on the common property is strictly prohibited.
- (l) No boating, bathing or fishing is allowed in storm water catchment and retention area with associated water and wetland features on the Estate. Residents should be aware of possible dangers associated therewith and ensure that no unaccompanied children play in the vicinity thereof. The Trustees shall be entitled to erect suitable fencing to enclose such feature for safety purposes.

5. **OTHER FACILITIES**

All other facilities in the Estate, once completed, such as, but not limited to the play areas, parks, walkways and the tennis court, will be for the exclusive use of residents and their invitees, subject to strict compliance with the rules and policy relating thereto as may be introduced by the trustees from time to time. Such facilities will be managed by the Estate Manager on behalf of the trustees in accordance with the policy and rules as stipulated on the entrance or board on/within such facility area or as are published on the Estate Website, or notification by email to residents and such office shall ensure strict compliance with such rules and policies by residents to ensure the safety and the harmonious community lifestyle, as are envisaged and prescribed in the Constitution.

6. **NOISE AND DISTURBANCE**

- (a) The volume of music or electronic instruments should be kept at a level so as not to create a nuisance to neighbours and residents. Parties must be conducted with a minimum of noise generation and no music or noise caused by merrymaking shall be heard beyond the boundaries of the applicable dwelling between the hours of 22h00 and 08h00 in weekdays and 23h00 and 09h00 on weekends.
- (b) The do-it-yourself repair and maintenance of motor vehicles, or any other internal combustion engine vehicle, craft or implement, in plain view from the street areas, is strictly forbidden.
- (c) The use of power saws, lawn mowers and so forth (electric mowers are preferred), should only be undertaken between the following hours:
  - (a) Monday – Friday: 08:00 – 19:00

(ii) Saturdays: 09:00 – 15:00

- (d) No mechanical maintenance, the use of power saws, lawn mowers and so forth is permitted on Sundays.
- (e) No braai or social gathering shall be allowed on common property without the consent of the Trustees.

**7. FIREWORKS AND WEAPONS**

- (a) No explosives, crackers, fireworks or any items of similar nature may at any time be exploded, lit or operated in dwellings, section or any part of the Estate.
- (b) No weapons, including firearms may be discharged on any part of the Estate, including private dwellings, except under circumstances, which would reasonably justify the use of a fire-arm or self-defence.

**8. FIRE FIGHTING EQUIPMENT**

All Residents must familiarise themselves with the position of the fire hydrants/extinguishers in the Estate. Every owner and/or Resident shall ensure that they, their occupants and visitors do not tamper with or use any fire equipment in the Estate other than in an emergency fire situation in terms of the fire regulations of the Frankenstein Municipality.

**9. VANDALISM**

- (a) Vandalism (damage) to property will not be tolerated in the Estate. Any damages caused will be for the account of the person responsible for such damage.
- (b) All damages to Estate property will be restored at the perpetrator's expense (or that of his/her parents' in the case of a minor). Should damage be caused to the property of an owner within the Estate, the Trustees will provide the owner and occupier with all the information at its disposal with regards to such damage. Action will thereafter be at the discretion of the owner that suffered the damages.

**10. ANIMALS AND PETS**

- (a) Except with the written approval of the Trustees no resident may keep more than 2 (two) pets per erf. Any cat or dog must carry an identification tag on a collar with the house number on it.
- (b) In particular, no poultry, pigeons, aviaries, apiaries, reptiles, insects, wild animals or livestock may be kept on an erf or in a residence, outbuilding, or any part of the Estate.

- (c) Dogs must be kept on a leash at all times on any part of the Estate when outside the boundaries of the specific residence. The Trustees reserves the right to remove and impound any pet with the local municipal authority in the event of a contravention of this rule.
- (d) It is the responsibility of the pet owner to immediately remove any fouling by that pet on any part of the Estate
- (e) Trustees may require any pet to be removed from the Estate, if,
  - (a) in their opinion, a pet causes an unreasonable nuisance to another person; or
  - (ii) the pet is kept in contravention of these rules; or
  - (iii) conditions imposed by the Trustees in respect of their keeping are not complied with.
- (f) No pets are allowed in the enclosed facility areas.

**11. SIGNS, NOTICES AND NAME BOARDS**

All signs, notices of whatsoever nature and name boards to be in accordance with the Guide.

**12. SELLING, LETTING, ESTATE AGENTS, SELLERS, BUYERS, AUCTIONS AND SHOW HOUSES / SALES OFFICE**

- (a) In the event of the owner of property on the Estate wishing to let a property, which is only allowed for periods longer than the 30 days in terms of the Constitution, such owner must inform the Trustees through the office of the Estate Manager in writing of such lease arrangement providing such office with full details of the proposed tenancy as are required in terms of the Constitution by no less than 7 (seven) days prior to the commencement of such lease.
- (b) Only the Accredited Estate Agency in terms of Constitution will be allowed to act as selling and letting agents in the Estate.
- (c) No notices or signage (other than those by the Accredited Estate Agency) may be displayed on or at any place on or inside the Estate, nor at the entrances to the Estate and any such signage used by any agent not accredited, as required by the Constitution, will be removed.
- (d) An agent of the Accredited Estate Agency must escort all potential buyers on the Estate at all times. Potential buyers will not be allowed entry to the Estate unless so escorted and only after prior notification and appointment arranged by such Agency with the Office of the Estate Manager and security at the entrance.
- (e) In the event of any owner wishing to market a property for sale on public auction, such auction is to be undertaken in co-operation with the Accredited Estate Agency, except in a case of distressed sales as provided for in the constitution. No viewing will be allowed without proper escorting and appointment with such Agency. The actual auction will only

be allowed to be undertaken within the Estate if prior approval has been granted by the Trustees who may lay down such conditions as the deem appropriate to protect the interests of the community.

**13. COMPLAINTS / ARBITRATION**

(a) Should any dispute, question or difference arise between Members or between a Member and Trustees out of or in regard to:

- (a) the interpretation of;
- (ii) the effect of;
- (iii) their respective rights or obligations hereunder;
- (iv) a breach of these Rules,

such dispute shall be handled in accordance with the terms of the Constitution.

**14. APPLICABILITY, ENFORCEMENT, DAMAGES AND PENALTIES**

(a) These rules are binding upon owners and residents, their guests, visitors, contractors and any person employed directly or indirectly by the owner or resident for purposes related to their physical presence on the Estate.

(b) Owners remain responsible at all times for the conduct of occupiers, tenants, employees, contractors, family members, visitors, and invitees to their residences, and for their compliance with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy including for any damages referred to in sub clause (f) hereunder.

(c) No indulgence or relaxation in respect of these Rules, or failure to enforce same in one or more instances, shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.

(d) Nuisance and contraventions of the Rules:

(I) If the conduct of an owner, resident or his or her visitors constitutes a nuisance in the opinion of the Trustees, or if an owner, resident or visitor contravenes, breaches, disobeys or disregards a provision of the Constitution or this Rules, the Trustees may furnish the owner and resident (if applicable) with a written notice. In the notice the particular conduct, which constitutes a nuisance, shall be adequately described and the rule that has allegedly been contravened will be clearly indicated. The offender will be warned that if he or she persists in such

conduct or contravention, the trustees may in their discretion impose a penalty on the owner and/or resident.

- (ii) If the offender nevertheless persists in that particular conduct or in the contravention of that particular rule, the Trustees reserve the right to impose penalties and / or take appropriate legal action in accordance with the Constitution.
- (iii) The owner has the right of appeal to the Trustees in writing.
- (iv) The Trustees may, from time to time, determine the amount of any initial and subsequent penalties. The Trustees will use the following guideline in determining penalties. In the case of a first transgression the penalty shall not exceed 10% (ten per cent) of the annual levy for that Erf or Unit, depending on the severity, which maximum may to be increased exponentially with 50% (Fifty per cent) for every separate repeat transgression of similar nature.
- (e) The Trustees reserves the right to impose further penalties and/or take appropriate legal action, including interest at the prime rate as charged by Standard Bank from time to time, in respect of any penalty imposed in terms of Clause (d) (in) and (ii) above and which has not been paid within 14 (fourteen) days after notification of the imposition of the penalty.
- (f) A member shall be responsible for any damages caused by him or by any occupiers, tenants, employees, contractors, family members, visitors, and invitees of his to the MHOA as a result of any transgression of these Rules by him or by occupiers, tenants, employees, contractors, family members, visitors, and invitees.

#### ACCEPTANCE

I \_\_\_\_\_ resident / tenant / owner / worker / contractor  
at/of/from \_\_\_\_\_ of Erf / Unit \_\_\_\_\_, Le Parc  
Residential Estate hereby accept all these terms, conditions and rules. I also acknowledge that the TRUSTEES do have the authority to amend the RULES by virtue of the Constitution of the Le Parc Residential Estate MHOA and I agree that I am equally bound by any changes made in good faith by the TRUSTEES in the future to the RULES and agree to abide by them. I understand that a copy of the latest amended version of the RULES is available upon request from the MHOA and also on the Estate website.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_