



FOURWAYS GARDENS
Residential Estate

THE SECURE FAMILY

LIFESTYLE

CONDUCT RULES

FOURWAYS GARDENS HOMEOWNERS ASSOCIATION

CONDUCT RULES

A – Introduction

1. Happy and mutually satisfying community living is achieved when Residents use and enjoy their private property as well as the public areas of the Estate, in such a manner that they show respect for the rights of other owners and/or persons lawfully in the Estate, also to use and enjoy our facilities. Compliance with these Rules and the general consideration of all Residents for each other will greatly assist in achieving a happy community.

2. These Conduct Rules (hereinafter “Rules”) have been established by your Trustees in terms of the Articles of Association of the Fourways Gardens Home Owners Association. They are binding on all Residents. Purchasers and Owners are responsible for ensuring that members of their families, their tenants, employees of any nature, and all invitees comply with these Rules at all times.

3. In the event of annoyances or complaints, the involved parties should attempt to settle the matter between themselves, exercising tolerance and consideration. In instances where problems cannot be resolved, the matter should be brought to the attention of the Trustees or Managing Agent.

4. In the interpretation of these Rules, the decision of the Trustees is final and binding.

5. Wherever used in these Rules or The Architectural Design Rules, the following words and phrases shall have the following meanings:

5.1 Estate shall mean the entire township of Fourways Gardens and which falls under the authority of the HOA.

5.2 HOA shall mean the Fourways Gardens Homeowners Association, an Association incorporated under Section 21 of the Companies Act and with registration number 86/00615/08;

5.3 NMLC shall mean the Northern Metropolitan Local Council or any other local authority substituted therefore and having municipal jurisdiction over the Estate.

5.4 Owner shall mean the owner of any land, erf, cluster unit or sectional title unit in the Estate and as reflected on the Title Deed therefore;

5.5 Resident shall mean the owner or occupant from time to time of any property or unit within the area of the Estate and shall include, where appropriate, any other persons lawfully on the Estate at the invitation of a Resident;

5.6 Trustees shall mean the Trustees of the HOA appointed from time to time in terms of the Articles of Association of the Fourways Gardens Homeowners Association; and

6. Please note that should any Rule herein conflict with any provision of the Articles of Association of the HOA, such Article of Association shall take precedence.

7. The Trustees of the HOA and the HOA in General Meeting are entitled, in terms of the Articles of Association, to vary or modify these Rules at any time.

8. These Rules shall supplement and take precedence over any Rules of any Sectional Title or Cluster Schemes within the Estate.

9. A reference to the singular shall include the plural and a reference to one gender shall include the other.

B – Use of the Streets

The streets of Fourways Gardens are for the movement of all Residents, whether by foot, running shoe, roller skate, bicycle, motor cycle, car or otherwise. Note that cars are considered to be part of the street environment but not necessarily the dominating factor.

1. The Speed limit is restricted to 40km per hour and pedestrians have right of way at all times.
2. The Road Traffic Act, Gauteng Road Traffic Ordinance and regulations are applicable, save where further restriction is imposed in terms of these Rules.
3. Parents are responsible for ensuring that their children do not play in the streets.
4. Licensed engine powered vehicles are not allowed to be driven anywhere except on the streets of the Estate. Parks and sidewalks are off limits to all engine-powered vehicles.
5. Parking on sidewalks should be avoided and parking in the street opposite traffic islands is prohibited.
6. No unlicensed vehicles or drivers will be permitted into the Estate.
7. Horses are not allowed in the Estate without the prior written consent of the Trustees.
8. Disclaimer: Notwithstanding any Rules or restrictions imposed by the HOA, the Fourways Gardens HOA shall not be held responsible for any loss or damage caused to life or property of any resident or visitor to Fourways Gardens.

C – Good Neighbourliness

Do unto others as you would have them do unto you!

1. No business activity, hobby or other activity which could or would cause aggravation or nuisance to fellow Residents may be conducted, including without limitation thereto auctions and jumble sales. In addition, no person may conduct any business, professional or commercial activity from or on any property within the Estate without:
 - 1.1 First submitting a written application to the Trustees setting out the nature of the business, profession or commercial activity proposed and obtaining the prior written consent of the HOA; and
 - 1.2 In such application satisfying the Trustees that the terms of the applicable Town Planning Scheme and any regulations thereunder as regards home businesses are complied with; and
 - 1.3 Obtaining the written consent of the Trustees to the conduct of such business, profession or commercial activity; and
 - 1.4 Complying with any and all directions or rulings made by the Trustees in consideration of such application. The directions to be given by the Trustees may include, but shall not be limited thereto, that the applicant is required to obtain formal consent from the NMLC and may include such conditions as the Trustees deem appropriate in the circumstances.
2. The sound volume of music and/or electronic instruments shall be maintained at a level so as not to be heard on adjoining properties and no person may allow noise levels on their property to be a nuisance to adjoining or surrounding property owners.

3. Any noisy activity, including without limitation thereto lawn mowing, may only be performed between the hours of 08h00 – 16h00 (Monday to Sunday) and provided no unreasonable noise is made. Electric lawn mowers are preferred.
4. Washing may only be hung on wash lines screened from the street and neighbours.
5. Refuse and refuse bags may not be placed on the sidewalk, except if they will be removed within a period of 1 day.
6. No advertisements, publicity material, posters or the like may be exhibited or distributed in the Estate without the prior written consent of the Trustees.
7. All vacant erven / stands shall be kept in a clean and tidy state at all times, the owner thereof being obliged to ensure the regular and prompt mowing thereof and the clearing of any refuse or rubble thereon.

D – Ensuring a Pleasing Streetscape

The collective pride of our Estate will depend to a considerable extent on the contribution of every owner in doing his part to create and maintain a neat and pleasing streetscape.

1. Every owner shall maintain the sidewalk area between the road surface and his property. Every Resident shall at all times, keep such area neat, tidy and in a proper state of repair and shall forthwith report any damage to the curb or pavement, to the managing agent in writing.
2. Garden fences/walls form part of the streetscape and shall be properly maintained and painted where necessary.
3. Any bulky items including, without limitation thereto, caravans, trailers, boats, Wendy houses, tool sheds, equipment, tools, engine and vehicle parts as well as accommodation for pets, should be sited out of public view and screened from neighbouring properties.
4. No building material or refuse of any nature may be dumped on the sidewalks under any circumstances.
5. No Resident may display any signage of any nature outside their dwelling or property without the prior written consent of the Trustees. Residents may however display a name plate which does not exceed 40cm x 20cm in dimension outside their dwelling. All Residents shall ensure that house numbers, which shall be no larger than 20cm x 15cm for each number, are displayed outside the main entrance to their property.
6. In the event that an owner/resident/occupant should fail to:
 - 6.1 maintain the sidewalk area outside his property; or
 - 6.2 maintain his garden fences/walls; or
 - 6.3 clear any dumping of any nature which has taken place on such sidewalk;

The Trustees may call upon such owner forthwith to remove such items or to remedy such situation, and should such owner fail to do so, the Trustees may themselves take such remedial action as is necessary and recover the costs thereof from the owner of such property.

7. No Resident may plant the sidewalk adjacent to his erf in such a manner as to:
 - 7.1 totally cover the sidewalk; or
 - 7.2 obstruct or prevent pedestrian traffic over such sidewalk.

E – Adhering to Architectural Standards

Building according to approved standards obviates the necessity of making costly changes at a later stage.

1. All building plans shall be prepared and submitted in accordance with the Architectural Design Rules applicable to the Estate from time to time, and must be approved in writing by the Architectural sub-committee prior to the commencement of any work. This applies to any and all additions and alterations to existing structures and to the erection of any tennis court, swimming pool, gazebo, or any other constructed structure.
2. All TV aerials shall be concealed and not externally visible. Satellite dishes shall be discretely positioned wherever possible.
3. External or other lighting shall be designed and installed not to be intrusive or to create a nuisance to other Residents.

F – Environmental Management

“The degree of environmental care exercised by a community says much of the level of culture and refinement attained by the said community.” (Unknown citizen of Pompeii).

1. No rubble or refuse may be dumped or discarded in any public or common area, including the nature reserve, parks, streets and lake. Braai areas shall be cleaned after use.
2. The nature reserve sanctuary may not be entered, except in the presence of a guide approved by the HOA.
3. Only Residents may use the lake, and no motorised vessels, are allowed on or under the water.
4. Flora may not be damaged in or removed from any public area.
5. Fauna of any nature may not be chased, trapped or harmed in any manner in any public area by Residents or their pets.
6. Every owner must ensure that contractors in his employ adhere specifically to the environmental management stipulations of the Contractors Code of Conduct.
7. Residents living opposite street islands shall water the grass or plants on such islands when necessary.
8. Residents are responsible for maintaining trees, plants and shrubs planted on their sidewalks by the NMLC or the HOA.
9. Residents shall maintain a high standard of garden and pavement maintenance.
10. Residents shall ensure that declared noxious flora are not planted or growing in their gardens and if found, that they are forthwith removed and safely discarded.
11. The planting of indigenous flora is encouraged and Residents are requested to plan and plant their gardens in accordance with the overall environmental management attitude of the Estate.
12. The use of any water, lake, stream or waterway shall be at such user’s sole risk, and must be regarded as a health hazard.

G – Security

Every time you break security protocol and regulations, you are making it easier for criminals to do the same.

1. Our security guards are doing a difficult job, and may not be abused under any circumstances,
2. Security protocol and procedures at the gate must be adhered to, including without limitation, all access control procedures, contractors' procedures and any other written protocols prescribed from time to time.
3. Every Resident or Owner, with respect to people in his employ, must conscientiously enforce the ID card system for permanent employees, temporary employees and contractor representatives.
4. Every Resident must require visitors to adhere to security protocol and procedures.
5. Every Resident must ensure that contractors in his employ adhere specifically to the security stipulations of the Contractors Code of Conduct.
6. All attempts at burglary or instances of fence jumping must be immediately reported to a member of the security sub committee.
7. Security is an "attitude"; be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons not displaying formal ID cards. NOTE We advise all Residents to install a home security system which shall be linked to the HOA control room (to which they are fully entitled) as soon as possible after taking occupation of their homes.
8. Whilst every effort is made to secure the Estate, neither the HOA nor the Trustees nor their employees shall be liable for any loss, injury or damage to any person or property arising from any cause whatsoever, including without limitation, the negligence of any of the security personnel, the failure of any security measures or the intentional acts of any agents, employees or appointees.

H – Tenants, Visitors, Contractors and Employees

In the final analysis, the responsibility to enforce the Conduct Rules, rests with the Owner.

1. Should any owner let his property, he shall advise the HOA in advance and in writing of the name of the Lessee, and the period of such lease. The owner shall inform the Lessee of all Conduct Rules and other Rules, and include a term in the Lease which binds the Lessee to adhere to such Rules and to sign any acknowledgement or documentation reasonably required by the HOA.
2. The owner of any property within the Estate is liable for the conduct of their household, visitors, contractors, invitees, tenants, agents and employees, and must ensure that such parties adhere to the Conduct Rules.
3. Every Resident must ensure that contractors in his employ have signed the Contractor's Code of Conduct and adhere to the stipulations of the contract.

I – Reselling or Letting of Property

The concept of the Estate imposes certain restrictions on the manner in which Estate Agents may operate in the Estate.

1. Should an owner want to sell his property in the Estate, an Estate Agent from the Accredited Estate Agents List must be elected to manage the sale.
2. No Agent may deal in any property in the Estate, unless they have been accredited by the HOA.
3. Such Agent may only operate on a “By Appointment” basis, must personally accompany prospective buyers, and is not allowed to erect any “For Sale” or “Show House” signage boards or bunting within the Estate save for acceptable signage placed on the sidewalk immediately outside the house, and only between the hours of 8:00am – 5:00pm on a showday.
4. The seller must personally ensure that the buyer is informed about and receives a copy of the Conduct Rules, Contractors Code of Conduct and any other administrative regulations applicable at the time of purchase. Failing this, the buyer will only have recourse against the seller.
6. The seller of a property in the Estate shall ensure that the sale agreement contains the following clauses:

A. Fourways Gardens Homeowners Association

The Purchaser acknowledges that he shall upon registration of the property into his name, become a Member of the Fourways Gardens Homeowners Association and the Purchaser agrees to be bound to and abide by the Memorandum and Articles of Association of such Association and the Conduct Rules.

B. Conditions of Title

The Seller shall be entitled to procure that in addition to all other conditions of title and/or subdivision referred to above, the following conditions of title be inserted in the Deed of Transfer in terms of which the Purchaser takes title to the property: “Every owner of the erf or any subdivision thereof or any interest therein or any unit thereon, as defined in the Sectional Titles Act, shall become and shall remain a Member of the Homeowners Association and be subject to its constitution until he ceases to be owner as aforesaid. Neither the erf nor any subdivision thereof nor any interest therein nor any unit thereon shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the Homeowners Association.”

“The owner of the erf or any subdivisions thereof or any interest therein or any unit thereon as defined in the Sectional Titles Act, 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 Homeowners Association that the provisions of the Articles of Association of the Homeowners Association have been complied with and that all debts, levies or imposts or fines or charges due to the HOA have been duly paid.’

“The term “Homeowners Association” in the aforesaid conditions of the title shall mean the Fourways Gardens Homeowners Association (incorporated Association not for gain). In the event of the Registrar of Deeds requiring the amendment of such conditions in any manner in order to effect registration of same, the Purchaser hereby agrees to such amendment.”

C. Building Operations

The purchaser acknowledges that the Township is not fully developed, that building operations will take place upon adjacent or neighbouring subdivisions or erven and that the said building operations may cause the Purchaser certain inconvenience. The Purchaser agrees that he shall have no claim either as against the Seller or the Homeowners Association or against the builder arising out of such building operations”

7. Accreditation of Estate Agents

7.1 An Estate Agent is accredited after signing an agreement with the HOA that such agent will abide by the stipulated procedures applicable to the sale of property in the Estate, and after having been inducted with respect to the concepts, Rules and conditions under which a buyer purchases property in Fourways Gardens.

7.2 Accreditation of Estate Agents may be reviewed by the HOA from time to time, and an updated list of accreted agents published in the Fourways Gardens News

J – Pets

Let your pet not be a bone of contention between you and your neighbours.

1. The Municipal bylaws relating to pets will be strictly enforced.
2. No Resident may keep more than 2 dogs on a property without the prior written approval of the NMLC and the HOA.
3. No pets are allowed to roam the streets.
4. Pets must be walked on a leash in public areas.
5. Should an excrement be deposited in a public area, the immediate removal thereof shall be the obligation and sole responsibility of the pet owner.
6. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the Municipal Pound or SPCA.
7. The HOA reserves the right to require the owner to remove his pet should it become a nuisance within the Estate.

K – Administration

A Bulldog must have some teeth, otherwise it is useless in protecting the interest of its owner.

1. All levies are due and payable in advance, without set-off or deduction whatsoever, on the first day of each and every month.
2. Interest will be raised on all accounts in arrears at a rate to be determined by the Trustees from time to time.
3. A further penalty, to be determined from time to time, will be imposed on any accounts which remain unpaid after 60 days. The HOA is also entitled to publish the names of such delinquent account holders.
4. In the event of a failure to comply with these Rules, the Trustees shall be entitled, after due notice to the resident concerned, to remedy such breach and thereafter to recover the cost thereof from the Owner concerned. In this regard, Owners will be held liable for the conduct of their tenants.
5. The Trustees reserve the right to take any necessary action they may deem fit in the instance of a continued contravention of a Rule, after expiry of a written notice with respect to the issue. Such action can include rectification by the HOA, the cost of which will be charged to the transgressor, or imposition of a fine in terms of "L" hereto and/or legal action.

6. Should a difference between the HOA and an owner not be resolved along normal avenues, and litigation ensue, the owner and the Trustees consent to the jurisdiction of the Magistrate's Court.

7. In the event of the HOA instituting any legal proceedings against any Owner or Resident of the Estate for the enforcement of any of the Rules set out herein, as amended from time to time, the HOA shall be entitled to recover all legal costs from the Owner or Resident concerned, calculated as between attorney and client.

8. Every Owner of land on the Estate nominates domicilium citandi et executandi for the purpose of the service of any document or process necessary for the enforcement of these Rules at the address of any land, erf, cluster unit of sectional title unit in the Estate owned by him, unless he shall have notified the HOA of another address for such service.

L – Fines and Penalties

1. Any Owner who contravenes, breaches or fails to comply with any provisions of these Rules, conditions imposed thereunder or directions given in terms thereof will, inter alia, and without limitation of the HOA's rights in respect of such conduct, be subject to any penalty, fine or charge imposed by the HOA from time to time.

2. The Owner concerned shall be liable for the payments of any fines imposed as a consequence of any breach by members of the Owner or Resident's household, employees, invitees, guests and/or tenants.

3. Any fine imposed on a Resident shall be a debt due and payable to the HOA on delivery of written demand therefor.

4. The fines imposed for any first offence shall be:

4.1 for any traffic/driving / "use of streets" violations – R 500;

4.2 for any good neighbourliness/architectural standard violation – R 750;

4.3 for any "pleasing streetscape" / environmental management violation – R 750;

4.4 for any security violation – R 1 000;

4.5 for any pet violation – R 250;

4.6 for any other violation – R 500;

5. The fine for any second or subsequent offence by any person for whom such Owner is liable shall be the amount set out above plus 20% compounded for each subsequent offence.

M – Arbitration

1. Any dispute of whatsoever nature which arises out of or in connection with these Rules, including any dispute as to the validity, existence, enforceability, interpretation, implementation, breach, or enforcement of these Rules or as to any parties' rights and/or obligations in terms of these Rules shall be referred to arbitration at the instance of either party by giving written notice to the other. Such dispute shall then be submitted to arbitration in accordance with this clause and the arbitration laws for the time being in force in the Republic of South Africa.

2. This clause shall not preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator.

3. The arbitrator shall, if the dispute is agreed in writing by the parties to be:

3.1 Primarily an accounting matter, and independent practising accounting of not less than ten years standing as such;

3.2 Primarily a legal matter, an attorney of not less than 10 years standing as such or a practising senior counsel;

3.3 Any other matter, a suitably qualified individual person; agreed upon in writing by the parties; provided that if the parties do not within three days after the date on which arbitration is demanded, agree in writing as to the nature of the dispute and the identity of the arbitrator, the arbitrator shall, irrespective of the nature of the dispute, be appointed by the chairman of the Arbitration Foundation of Southern Africa or his/her successor in title upon request by any party to make such appointment after the expiry of such three day period.

4. The arbitration shall be held at a venue in Sandton and in accordance with formality and/or procedures determined by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities or procedures, pleadings and/or discovery, or the strict rules of evidence.

5. The arbitrator shall have the power, inter alia, to:

5.1 investigate any matter, fact or thing which he considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all the books, records, documents and other things in the possession or under the control of any party, the right to take copies thereof and/or make extracts therefrom, the right to inspect goods and/or property of the parties and the right to have such books, records, documents, goods and/or property produced and/or delivered at any place reasonably required by him;

5.2 summons as a witness any person who may be able to give relevant evidence. Each party undertakes to use reasonable endeavours to procure the attendance when summoned of any witness employed by it or otherwise under its control;

5.3 interview, question and cross-examine under oath any witness;

5.4 record evidence;

5.5 make an award regarding the amount and responsibility for payment of legal fees and the arbitrator's remuneration;

5.6 call for the assistance of any other person who he may deem necessary to assist him in arriving at his decision;

5.7 make such temporary or final order or award (including a rule nisi, a declaratory order, an order for specific performance, an interdict and an award of damages or a penalty) as a High Court would be competent to make in the circumstances; and

5.8 exercise any additional powers which are conferred on him in terms of the Arbitration Act No. 42 of 1965; and to allow or cause any of the aforementioned things to be done.

6. The arbitration shall be held as quickly as possible after it is demanded with a view to its being completed within thirty days after it has been so demanded.

7. Immediately after the arbitrator has been appointed, either party shall be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held.

8. Any order or award that may be made by the arbitrator:-

8.1 shall be final and binding;

8.2 shall be carried into effect; and

8.3 may be made an order of any competent court.

9. The hearing of the arbitration shall be held in camera. Save to the extent strictly necessary for the purpose of the arbitration or for any court proceedings related thereto, no party shall disclose or permit to be disclosed to any person any information concerning the arbitration or the award (including the existence of the arbitration and all process, communications, documents or evidence submitted or made available in connection therewith).

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