

## Annexure D “Version 3.20”



Version	Date	Author	Changes
1.00	2016	Grid Group	Initiation of Rules and accepted at AGM 2016
1.01	July 2021	BoD '21	Removal of Clause Z1 (Re-sale of Members Property) and inclusion of this clause into Clause I “Letting and Selling of Property” (Previously Clause J “Letting” in Version 1)
1.02	July 2021	BoD '21	Clause C “Vehicles” Additions to 14.4, 21 Changes to 17, 19
1.03	July 2021	BoD '21	Change to Clause D “Common Property” Clause 9 added and Ver 1.00 Clauses 9 and 10 become 10 and 11
1.04	July 2021	BoD '21	Removal of Clause E relating to sectional Title Development. All Clauses F-Z become E-Y.
1.05	July 2021	BoD '21	Clause E (previously F in Ver1.00) Domestic Refuse – addition of 6
1.06	July 2021	BoD '21	Clause F (Previously G in Ver 1.00) - change to 2, 3, 4
1.07	July 2021	BoD '21	Clause G (Previously H in Ver 1.00) - change to 2,3,4
1.08	July 2021	BoD '21	Clause H (Previously I in Ver 1.00) - change to 3 and 5
1.09	July 2021	BoD '21	Clause I “Letting” (Previously J in Ver 1.00) - Removed and replaced with “Letting and Selling of Property”
1.10	July 2021	BoD '21	Clause J “Landscaping...” (Previously K in Ver 1.00) - change to 3, 4, 5
1.11	July 2021	BoD '21	Clause K “Domestic Servants” (Previous L in ver 1.00) Staff replaces the servant and various changes to all clauses.
1.12	July 2021	BoD '21	Clauses L to N (Previously M to O in Ver 1.00) - All Redrafted
1.13	July 2021	BoD '21	Clause S “Facilities” (Previously T in ver 1.00. Changes to 6 and 7
1.14	July 2021	BoD '21	Clause T “P{ayments...” (Previously U in ver 1.00) Changes to 2 and 7
1.15	July 2021	BoD '21	Clause U “Silence” (Previously V in ver 1.00) Changes to 2 and addition of 4
1.16	July 2021	BoD '21	Clause V “Security” (Previously W in ver 1.00) Complete redraft
1.17	July 2021	BoD '21	Clause W “Breach...” (Previously X in ver 1.00) Penalties replace fines and scale of penalties added.
1.18	July 2021	BoD '21	Clause X “Fines...” (Previously Y in ver 1.00) Penalties replace fines & change to 1
2.18	July 2021	BoD '21	All changes proposed & accepted at 2021 AGM
2.19	Oct 2022	BoD 22	Inclusion of Drone Rule 12
2.20	Oct 22	BoD 22	Changes to Domestic staff Rule K
3.20	Nov 22	BoD 22	All changes proposed & accepted at 2022 AGM

## CONDUCT RULES

Applicable to all members of the Homeowners Association

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### EXPLANATORY NOTE

The Rules and regulations which govern the conduct of residents in 101 ACUTTS, (“the Development”) are to be found in various documents. Rules may be found in:

- THESE CONDUCT RULES,
- ARTICLES of ASSOCIATION,
- THE CONTRACT,
- TITLE DEEDS,
- THE BUILDING DESIGN CODE
- THE ENVIRONMENTAL MANAGEMENT PLAN
- THE LANDSCAPE DESIGN CODE

including any amendments to the above documentation or Rules imposed from time to time by the Directors of the 101 Acutts Homeowners Association (“HOA”).

## INTRODUCTION

1. The relevant Sections of the enabling documents giving authority to make and enforce these Rules, are contained in;

1.1 the Contract and Articles, and

1.2 the provisions of sections 35(2)(a) and 35(2)(b) of the Sectional Titles Act 95 of 1986, read together with the provisions of regulation 30 of the Sectional Titles Act 95 of 1986; which provide, inter alia, that the Developer and/or HOA shall be entitled to impose Management Rules and/or Conduct Rules and ensure compliance with those Rules by way of a system of fines or other penalties. The provisions of these Rules are binding on registered owners of Property within the Development ("Members") and are to be read in addition to the Management and Conduct Rules in terms of Sections 35(2)(a) and 35 (2) (b) of the Sectional Titles Act. In the event of any conflict between the statutory Management and Conduct Rules and these Rules, these Rules shall prevail, save in the case of any additional Management Rules which may be imposed within the Development to the effect that:

- No loan agreements may be entered into on behalf of the HOA unless notification is given and noted by the respective Mortgagees.
- No application may be made to the High Court for the appointment of an administrator of the HOA unless notification is given and noted by the respective Mortgagees.

The trustees shall cause copies of the schedules, estimate, audited statements and reports to be delivered to the respective mortgagees, at no cost to the mortgagee and at least fourteen (14) days before the date of the annual general meeting at which they are to be considered.

All Mortgagees must be notified within thirty (30) days from the date of any change to the managing agent together with a copy of the agreement between the board of directors and the former party which additional Management Rules shall prevail in the event of a conflict with these Rules.

2. The provisions of these Rules shall be binding upon all Members, and insofar as they may be applicable, to all persons occupying any Property by, through or under any Member, whatever the nature of such occupation, including tenants, guests and invitees.

3. The HOA may delegate any of its own powers in terms of these Rules to an Estate Manager upon such terms and conditions as it may deem fit.

4. The powers delegated to an Estate Manager may at any time be withdrawn or amended by the Directors of the HOA.

5. Notwithstanding anything contained in these Rules, any consent to be obtained from the HOA must be given by it in writing and signed by a duly appointed official or employee of the HOA delegated with the necessary authority to sign such consent.

6. The statutory records and books of account of the HOA shall be open for inspection at the offices of the HOA or its appointed Managing Agent between 09.00 and 12:00 on all business days, save that the HOA shall be entitled to refuse any Member or any authorized agent access to any of the aforesaid books or records in the event of it being inconvenient for them to allow such access at that particular time, in which case they shall specify a date and time within 7 (seven) days at which such books or records may be inspected.

7. On payment of the HOA's prescribed fee, a Member shall be entitled to obtain a copy of these Rules and of the Articles.

## A. DEFINITION AND INTERPRETATION

1. In these Rules unless it appears to the contrary either expressly or by necessary implication:

1.1 “Articles” means the duly registered Articles of Association of the 101 Acutts Homeowners Association (Association Incorporated under Section 21) which are binding on the Members;

1.2 “Building Design Code / BDC” means the manual reflecting the architectural guidelines and related guidelines for the building of the Residential Dwelling on an Erf or any alteration or extension to the Residential Dwelling;

1.3 “Contract” means the Schedule, Conditions of Sale and all Annexures contained in the Memorandum of Agreement of Purchase and Sale;

1.4 “Common Property” means that portion of the Township comprising the Development depicted as Common Area on the registered General Plan of which the HOA has or is about to become the registered Owner, or such movable property of which the HOA is the registered Owner or possessor;

1.5 “Design Review Committee / DRC” shall mean a committee established by the Developer and/or HOA to review and approve all Building Plans or Designs of the Residential Dwelling and any extensions or alterations that the Member may wish to make at any time in accordance with the BDC;

1.6 “Landscape and Environmental Committee / LEC” shall mean a committee established by the Developer and/or HOA to review and approve all Landscape Plans of the Residential Dwelling and any alterations that the Member may wish to make at any time in accordance with the Landscape Design Code and EMP;

1.7 “Developer / Seller” means Zelpy 2127 (Pty) Ltd No: 2003/021162/07 or its successors in title or assigns as Developers;

1.8 “Development” means the Sectional Title and Conventional Township Development incorporating a secure housing estate and to be known as 101 Acutts;

1.9 “member of Domestic Staff” means any domestic maid, gardener or any other employee, temporary or otherwise employed or about to be employed, by a Member to work at the Members Property;

1.10 “Environmental Management Plan / EMP” means the plan setting out the terms and conditions and the 100% indigenous theme as mandated in the Record of Decision issued by the KZN Agriculture and Environmental Affairs (Ref EIA 5734) dated 7 March 2007, including any amendments thereto, relating to all Property and Common Property in the Development;

1.11 “Facilities” means any recreational facilities which may be provided on the Common Property for the use and enjoyment of the Members;

1.12 "HOA" means the 101 Acutts Homeowners Association (Association Incorporated under Section 21) or any other name assigned to the HOA, appointed to manage generally the affairs of the Development and take ownership of the Common Property;

1.13 "Estate Manager" shall mean any such person employed by the HOA to manage generally the affairs of the Development and take ownership of the Common Property on behalf of the HOA;

1.14 "Improvement / Improvements to the Property" means the building of the Residential Dwelling on the Property or any alterations to the Improvements;

1.15 "Managing Agent" shall mean the organization appointed by the HOA to manage, control and administer the daily running of the HOA and the Development;

1.16 "Member" means any natural or legal person who is registered in the Deeds Registry at Pietermaritzburg as the owner of any Property within the Development provided that in the case of joint owners or legal persona, the nominated owner as provided in these Rules and the Articles may for certain purposes be deemed to be the Member;

1.17 "Property" means, in relation to the Development, any Erf or Erven,

1.18 "Residential Dwelling" shall mean the construction of the improvements to the Property by the building of the residential dwelling on the Erf by the Purchaser;

1.19 "Rules" mean these Conduct Rules which are binding on the Member and which the Member agrees are fair and reasonable and binding;

1.20 Words importing the masculine gender include the feminine, neuter gender and vice versa;

1.21 Unless the context clearly indicates a contrary intention, the singular shall include the plural and vice versa;

1.22 The headings to the various clauses are intended only for reference purposes and shall not be taken into account in interpreting the Rules.

## B. MEMBERSHIP

1. Any person reflected in the records of the Deeds Office concerned as the registered owner of any Property shall be deemed to be Member of the HOA.
2. A Member shall not in any manner transfer any Property unless it is a condition of the applicable agreement that:
  - 2.1 the proposed transferee has bound himself to the satisfaction of the HOA (as a contract for the benefit of the HOA), to become a Member thereof upon transfer of the Property to him.
  - 2.2 the registration of transfer of that Property into the name of that transferee shall ipso facto constitute the transferee as a Member of the HOA.
3. In addition to the requirements contained in the applicable agreement, the HOA may at its sole discretion require that the proposed transferee sign an application form for Membership of the HOA, which form may contain terms and conditions imposed by the HOA from time to time.
4. The registered owner of Property may not resign as a Member of the HOA.
5. The rights and obligations of a Member are not capable of transfer or cession.
6. Every Member shall observe these Rules and any provisions contained in the Contract and the Articles.

## C. VEHICLES

1. No person shall drive any vehicle on any road within the Development in excess of 20 (twenty) kilometers per hour, unless a higher or lower speed limit is indicated by an appropriate sign.
2. The HOA may, if it considers it necessary or desirable so to do, impose a speed limit lower than that referred to above upon such roads or portions thereof as it may deem fit, either temporarily or permanently.
3. No person shall drive any vehicle at any place within the Development except:
  - 3.1 upon the tarred or brick-paved portions or otherwise constructed portions of the roads as indicated on the registered General Plan or Sectional Plan of the Development, or described in the Town Planning Scheme as Common Roads.
  - 3.2. upon any other road or track not referred to above, which is specially designated on a plan of the Development by the HOA as being for vehicular use, such plan to be posted in the office of the HOA or its nominee for general information, and which usage shall be further indicated by means of appropriate signs:



3.3 upon any driveway within any property.

4. The HOA may by means of appropriate signage, give such directions as to the use of roads or any portion thereof, as it in its discretion may deem fit, provided that such signs shall insofar as is possible be in accordance with the applicable code of road signs currently in force and failure by any person to obey the same and give effect to such meaning shall constitute a breach of these Rules. The HOA may, if deemed necessary or desirable, amend the signage in such manner as it may deem fit.

5. No person shall use any road within the Development in such a manner as to constitute a danger or nuisance to any other person or property within the Development.

6. No person shall operate any vehicle at any place within the Development unless he is the holder of a valid current driver's license issued under the Provisions of the Road Traffic Act No 29 of 1989 (as amended).

7. Right of way within the Development shall be given to pedestrians, cyclists, and wild life at all places and at all times;

8. No vehicle shall enter or leave the Development at any point except at the main entrance gates, provided in special circumstances and with the consent of the HOA an alternative point may be arranged.

9. No vehicle shall enter the Development unless admitted thereto by the guard on duty at the main entrance gates, provided that the HOA may issue to its Members a device enabling such Members themselves to operate any security structures at the main entrance, in which event such provision shall not apply.

10. No Member shall permit the use of a device for operating any security structures at the main entrance by any person other than a family member, guest or lessee of that Member.

11. Save where the aforesaid device for operating the security structures at the main entrance is employed, no vehicle shall enter the Development except upon the production to the guard on duty at the main entrance of a HOA issued identification card, disc, device or access code issued by the HOA as evidence that the occupants of such vehicle are entitled to enter the Development, or alternatively in the event of the occupants of such vehicle wishing to enter the Development as the invitees of the occupant of the Development, upon the said guard having satisfied himself by reference to the person having issued the invitation or where a request has been made that the occupants of the said vehicle may be admitted to the Development as visitors.

12. No vehicle having a gross weight in excess of 6000 (six thousand) kilograms shall be permitted to enter the Development except with the prior written approval of the HOA, which may grant approval on such conditions as it may see fit.

13. No person shall operate any vehicle in the Development while s/he is under the influence of alcohol, using their mobile devices other than hands free options, or any drug which may in any

way impede his/her ability to properly control such vehicle. If the Security of the Development have reasonable cause to suspect any person to be under the influence of alcohol or any drug entering the Development, the Security can restrict access into the Development.

14. No person shall store, park or leave unattended any vehicle at any common area or place in the Development except:

14.1 in a garage;

14.2 in any area designated for such purpose by the HOA by means of an appropriate sign, or

14.3 in a lay-by or parking bay designated as such by means of an appropriate sign,

14.4 where prior arrangement and permission granted by HOA for permitted events/gatherings where the allocated parking bays are full or physical health or disability precludes their use.

15. The HOA may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the Common Property without the consent of the HOA.

16. No Member shall be permitted to dismantle or effect major repairs to any vehicle, jet ski, boats and the like on any portion of the Common property.

17. Subject to the written consent of the HOA, no person shall within the Development park or store any caravan, boat or trailer anywhere else but on his Property and provided it is concealed from the view of any neighbours or other Members or in an area designated by the HOA as a storage or trailer park area or at any other place.

18. No caravans shall be brought on to the Development except with the written consent and subject to such conditions as may be laid down by the HOA.

19. No person, other than those specifically allowed by the HOA and for a designated purpose, shall be entitled to drive a motorbike or quad bike within the Development except for purposes of ingress and egress from the main security gate to the Members Property. There shall be no exception to the provisions of this sub-clause.

20. For the purpose of these Rules "vehicle" shall mean a vehicle as defined in Section 1 of the Road Traffic Act, 29 of 1989 and shall include petrol or battery driven golf carts.

21. If so required by the HOA, the owners of all vehicles used regularly on the Development shall be required to display access permits issued by the HOA in a prominent position on such vehicles.

## D. COMMON PROPERTY

1. No person shall anywhere in the Development disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, reptile or bird.

2. No person shall anywhere in the common property of the Development disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the HOA. This shall at all times be read with any environmental policy determined by the HOA from time to time and the EMP.

3. No person shall:

3.1 burn any garden refuse or waste or light any fire at any place upon the Common Property in the Development other than at a place designated for that purpose and then subject to a proper fireplace having been constructed at such place, provided however, that where such fire is to be lit outdoors, due regard shall be had to the prevailing weather conditions (excluded from this proviso is the lighting of fire for recreational or purposes of braaing / BBQ on a Members Property);

3.2 camp or picnic upon any place upon Common Property in the Development other than at a place which has been specially designated for such purpose by the HOA;

3.3 use any Common Property within the Development in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons within the Development or behave in such a way as to create a nuisance to any other persons in the Development;

3.4 use, or conduct himself upon, any Common Property within the Development in such a manner as may reasonably in the opinion of the HOA, detrimentally affect the use of such Common Property or any of the amenities or Facilities thereon;

3.5 plant any plants, shrubs, bushes or trees within the Common Property unless the same is indigenous vegetation and in compliance with the EMP and where permission has been granted by the HOA.

4. The HOA shall be entitled to prohibit access to any part of the Common Property if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the HOA. Such areas shall be demarcated by suitable stakes and signage.

5. All trails and paths within the Development shall only be used by pedestrians or cyclists save where the HOA designates otherwise.

6. The HOA may enter into an agreement on such terms and conditions as it may deem fit with a Member granting that Member the exclusive use and occupation of a specific area within the Common Property and no person shall in any manner whatsoever disturb or interfere with such Member in the enjoyment of such rights of exclusive use and occupation.

7. No person shall within the area of the Development discharge any fireworks or firearm as defined in the Arms and Ammunitions Act, No 75 of 1969, or any dangerous weapon as defined in terms of the Dangerous Weapons Act. No 71 of 1988.

8. No person shall cause a nuisance of any nature in the Development.

9. No private, religious, or commercial advertising notices or brochures are permitted to be distributed around the estate. *This rule shall not apply to legitimate notices to Residents from the HOA.*

10. The HOA shall have the right to demand, on reasonable written notice, that any Alien or Exotic plants and/or trees be removed from the Property of Members, in line with the Alien Invasive species regulation gazette #10244, at the cost of the Members.

11. All Members shall ensure that the gates within the Common Property are kept closed at all times.

12. Any pilot of an unmanned airborne vehicle must comply with the SACAA statutory law and in addition:

12.1 No person shall within the area of the Development fly an Unmanned Airborne Vehicle including drones without the written permission of the HOA. Such permission will not be unreasonably withheld. However, it should be borne in mind that drones can be considered to be intrusive and an invasion of privacy, so all care should be taken not to disturb the peace of other residents. Should valid complaints arise the permission ~~will~~ may be withdrawn on a temporary, or permanent basis, if the Directors determine that to be the appropriate sanction.

## E. DOMESTIC REFUSE

1. The removal of domestic and other refuse shall be under the control of the HOA which may, in exercising its functions in this regard from time to time, by notice in writing to all persons concerned:

1.1. stipulate the type and size of refuse containers to be used;

1.2 give directions in regard to the placing of such refuse for collection;

1.3 require the payment of a reasonable charge for the provision of such containers.

2. It shall be the duty of every owner or occupier of Property to ensure that such directions given by the HOA are fully observed and implemented;

3. No person shall keep any refuse within or outside his Property except in the containers aforesaid;

4. Containers shall not be kept within or outside any Property or where it may be seen from outside the grounds of such Property except in such places as may be specifically set aside therefor or as may be approved by the HOA from time to time.

5. Where in the opinion of the HOA 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 HOA, the HOA may give the person wishing to dispose of such litter such directions for its disposal as it may deem fit.

6 The burning of domestic refuse, including garden refuse, is specifically prohibited unless approval has been sought and granted in writing from the HOA.

## F. ANIMALS, BIRDS AND REPTILES

1. No animals, birds or reptiles shall be permitted to be kept on any Property or any other place within the Development without the prior written consent of the HOA and subject to such conditions as the HOA may impose. The HOA shall be entitled to withdraw such consent at its discretion by giving notice to that effect. All pets shall be restricted to the grounds of the Property to which they belong. If requested by the HOA, all pets are to be registered with the HOA together with any relevant statutory inoculation certificates.

2. The HOA shall have the right to act against members who fail to prevent persistent barking by dogs or whose pets create any nuisance including uncontrolled wandering on the Development. Persistent complaints will result in the HOA exercising its right under Rule G1.

3. Subject to the written consent of the HOA, Members shall be permitted to bring:

3.1 no more than 2 (two) existing dogs on to the Development; or

3.2 such other pets as may be specifically approved by the HOA in writing.

It is specifically recorded that pitbull terriers and cats are not permitted in the Development under any circumstances, and there are no exceptions to this rule.

4. Written permission must be received from the HOA if any permitted animal is to be replaced.

5. When taken outside the Member's Property, being the fenced area within the Members Property, any dog shall at all times be kept on a lead, and it shall be the responsibility of the owner to maintain discipline on the dog and to clear up any fouling of the Common Property.

6. No pet may be left unattended inside a Property for an extended period of more than 24 (twenty four) hours.

7. No Member shall slaughter any animal, bird or reptile or cure or hang up to dry any meat, fish, skin or carcass or any part thereof within the Development.

## G. VISITORS

1. A Member is required to comply with the HOA's policies and procedures regarding visitors for permission to admit any person, other than a permanent resident of his Property, to the Development.
2. Such request shall contain such information as stipulated by the HOA in order for the guest to be admitted.
3. In the event of a visitor arriving at the main gate and there being no request as set out as above, access to the Development shall be denied to the visitor.
4. An accredited estate agent instructed by any Member to attend to the sale of that Member's Property shall have the right to request permission for the admission to the Development of such person or persons who is/are in the company of such estate agent, and shall accompany such persons for the entire time they are within the Development.

## H. OCCUPATION OF PROPERTY

1. The maximum number of persons permitted to occupy any Property within the Development shall be equivalent to the number of bedrooms on such Property multiplied by 2 (two).
2. Notwithstanding the above, the HOA may after written application allow more than the maximum number of persons to be accommodated in such Property.
3. No person shall keep within the Development beyond a reasonable amount any inflammable substance. Any inflammable substance kept within the Development must be solely for domestic use, and that inflammable substance must be securely stored. Domestic use includes as fuel for brush cutters, lawn mowers, generators and the like.
4. Where any Property is owned by more than 1 (one) person, the co-Members concerned shall elect 1 (one) of their number as the representative of the Member for the Property concerned and shall notify the HOA of the name and address of such Member.
5. Every person who occupies a Property within the Development either as a Member, tenant or occupier, shall be obliged to have a mobile phone /or a landline telephone, the contact details of which are required to be registered with the HOA in order that the security arrangements of the estate can be properly maintained.

## I. LETTING AND SELLING OF PROPERTY

1. In the event of the Member wishing to dispose of the Property he shall be obliged to first advise the HOA thereof in writing before proceeding with the marketing of the Property and inform the HOA of the details of the selling agent, which shall be in accordance with the list of approved

accredited agents. The premises will be inspected by the Estate manager for compliance prior to clearance for transfer is issued.

2. In the event of the Member wishing to let or otherwise part with occupation of all or part of his Property, whether temporarily or otherwise, he shall be obliged to first advise the HOA thereof in writing before proceeding with the letting of the Property and inform the HOA of the details of the letting agent. Such a letting agent will be required to confirm the identity of the prospective tenant and perform sufficient credit controls to satisfy the HOA that the tenant does not present a risk to the security of the estate. Such information will require to be verified seven (7) or more days prior to the commencement of any let.

2.1 Notwithstanding 2, it will be a matter for the Member, or his agent, to ensure he has agreed with the prospective tenant or occupier as a stipulation alteri in favour of the HOA, that such tenant or occupier shall in all ways be bound by the terms and conditions of these Rules, any amendments thereto and of the Articles where applicable, and

2.2 the prospective lessee has signed a copy of these Rules as an annexure to the Lease Agreement, electronically or otherwise, and

2.3 the Member, or his agent, has retained a copy of the signed lease, signed Rules, identity documentation and all documentation necessary for the HOA to issue access via the approved access control system to the tenant.

3. The ownership and letting of two or more properties within the Development shall be considered to be a business, and shall be subject to Clause R of these Rules.

## **J. LANDSCAPING AND MAINTENANCE OF GARDENS AND EXCLUSIVE USE AREAS AND IMPROVEMENT OF PROPERTY**

1. Every Member shall be obliged to Landscape his property (exclusive use area) according to the Landscaping Code.

2. Every Member shall be obliged to keep and maintain his entire property, including exclusive use area, in a good state of repair, due regard being had to the concept of the Development being a secure, up-market housing estate.

3. The maintenance and upkeep of all garden areas and exclusive use garden areas shall at all times remain the responsibility of each Member. The Member will be required to submit a Landscape Design for the gardens and exclusive use areas, which will require to be compliant with the Landscape Design Code. Any significant deviation from this Landscape Design will require the consent of the Estate Manager.

4. A Member who contravenes the provisions of this Clause J and who after due notice has been given to him by the HOA, as the case may be, to remedy such fault or omission, fails to rectify, repair or remedy the same, shall be liable to pay any costs incurred by the HOA in rectifying, repairing or

remedying such fault or omission. In giving effect to this Rule the Member may not refuse the HOA or its duly appointed agent or employees entry onto his Property for the purposes of carrying out the provisions hereof.

5. Any Member wishing to improve or make additions or alterations to any Property in the Development shall be subject to the conditions imposed by the Design Review Committee and the BDC as set out in the Contract, which conditions are incorporated herein by reference. Should such additions or alterations affect the garden exclusive use area as described in the Landscape Design, then such alterations or additions will also be subject to the conditions imposed by the Estate Manager. Without limiting the generality of the foregoing, any Member carrying out any such improvements, additions or alterations shall be responsible for ensuring compliance with any applicable provisions of the Occupational Health and Safety Act No 85 of 1993 in the conduct of such activities.

## K. DOMESTIC STAFF

1. No Member shall be entitled to employ a member of Domestic Staff without the prior written consent of the HOA.

2. Such Member wishing to employ a member of Domestic Staff, shall submit to the HOA the following:

2.1 The staff members full names, copy of ID book or Passport document, current physical address and shall pay the fee charged by the HOA for the administration involved,

2.2 Written confirmation advising whether the staff member is to live in or out, duration of employment if currently employed by the Member, reference where possible if employed for the first time.

2.3 Any other particulars relating to such proposed employment as the HOA might deem necessary in order for it to grant its approval.

3. The HOA shall be entitled to withhold its consent where it is of the opinion that the proposed member of Domestic Staff is either unsuitable or would involve a security risk if employed within the Development. No Member may employ any member of Domestic Staff who has a criminal record.

4. In granting its consent, the HOA may in addition impose certain terms and conditions relating to the member of Domestic Staff's employment, where it deems such imposition necessary.

5. The HOA may at any stage after approving the employment of a member of Domestic employee, subject to its compliance with any statutory laws and practice which might be in place from time to time withdraw its consent and request the Member to terminate the employment of such member of Domestic Staff.



6. A Member may employ more than 1 (one) but not more than 2 (two) members of Domestic Staff. Member/s of Domestic Staff shall be allowed to co-habit on the Property, subject to prior written approval of the HOA.

7. A Member shall be obliged to provide such ablution facilities as may be required by a member of Domestic Staff employed by such Member.

8. The HOA may issue to such a member of Domestic Staff an identification card or facilitate entry using biometric capture to the Development. Such a card or facilitation of entry shall be granted on such terms and conditions which the HOA may wish to impose, provided that any abuse of the use thereof will commit a material breach of the conditions of the member of Domestic Staff's employment and render such person liable for immediate dismissal.

9. The only acceptable method of entry to the estate by domestic staff is through the turnstiles that are specifically installed for the purpose, as these capture information regarding who is present on the estate at any given time. Under no circumstances are Members to convey domestic staff through the entrance gate in a vehicle, thereby avoiding the turnstiles. Should it come to the attention of the HOA that such activity is being conducted penalties will be applied.

10. Under no circumstances whatsoever is it acceptable to bring into the estate unregistered labour. This is considered a significant breach of security. Should it come to the attention of the HOA that such activity is being conducted penalties will be applied.

11. The HOA may levy a reasonable fee, determined by it in its discretion, for the issue by it of any identification card and/or biometric registrations envisaged in Rule L8 and shall also be entitled to determine the amount (if any) of any refund of such fee to the relevant Member upon return of such identification card on termination of a Domestic Servants' employment.

12. Any Member employing a member of Domestic Staff shall be liable to the HOA for the conduct and behaviour of that staff member within the Development. Any Member employing a member of Domestic Staff who cohabits shall be liable to the HOA for the conduct and behaviour of any visitor of that staff member who enters the Development that staff member within the Development.

#### **L. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

1. No person shall mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the Common Property, except with the specific consent of the HOA.

#### **M. APPEARANCE FROM OUTSIDE**

1. Further to Clause K.2, the Development is marketed and sold as a secure, up-market housing estate. Designs and Plans are approved by the Design Review Committee and Estate Manager with due regard to this concept and compliance with the respective Codes.

2. No person shall place or do anything on any part of the Common Property, or Property (including balconies, patios and gardens) which, in the discretion of the HOA, is not in keeping with the concept of an up-market housing estate when viewed from the outside, or which is in contravention of the directives of the Estate Manager and DRC.

## N. SIGNS AND NOTICES

1. No Member or agent acting on behalf of a Member shall place any sign, (including “For Sale” and “Sold” signs), notice, billboard or advertisement of any kind whatsoever on any part of the Development, or outside the main security gate or anywhere on the perimeter of the Development, without the written consent of the HOA first having been obtained.

## O. LITTERING

1. No person shall deposit, throw, or permit or allow to be deposited or thrown, in or about the Development any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## P. ERADICATION OF PESTS

1. A Member shall keep his Property free of white ants, borer and other wood destroying insects and to this end shall permit the HOA, the Managing Agent, and their duly authorised agents or employees, to enter upon 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 section which may be damaged by any such pests shall be borne by the Member concerned.

## Q. OPERATION OF BUSINESS WITHIN THE DEVELOPMENT

1. No person may operate a business within the confines of the Development or on his Property, without the written consent of the HOA, which consent may not be unreasonably withheld, due regard being had to a Member's right to earn a living and provided however that the HOA shall be obliged to impose reasonable conditions on such Members from time to time.

## R. PONDS, STREAMS AND WATER FEATURES ON COMMON PROPERTY

1. No person shall launch upon any pond or stream in the Development any craft of any description, save such craft as may be required in connection with any work to be carried out on the instruction of or in connection with the affairs of the HOA, provided further that the HOA in its sole discretion may permit the launching of any other craft either generally or in relation to a specific craft, subject to such conditions as the HOA may deem fit to impose.

2. No person shall swim in any pond or stream in the Development without the consent of the HOA.

3. No person shall without the written consent of the HOA, remove any fish, live bait or crustaceans from any pond or stream in the Development, unless specifically permitted to do so subject to such conditions as the HOA may impose. Any fish caught in the pond shall be released back into the pond.

4. No person shall pollute or permit the pollution of any pond or stream in the Development by any substance which may in any manner be injurious to any plant or animal or which may in any way be unsightly.

5. No person shall discard any litter or any article of any nature whatsoever in any pond or stream in the Development.

6. No person shall dam or obstruct in any way whatsoever any stream or water feature in the Development.

7. No person shall alter the flow of water within any water course, furrow, servitude, stream or water feature.

## S. FACILITIES

1. The Rules and directives for use of any Facilities and Common Property on the Development, shall be determined by the HOA.

2. The HOA under these Rules, and in terms of this clause, disclaims generally any responsibility for any injury or loss to any person or damage, loss or theft of any property belonging to any person, which occurs or arises within the Development, as a result of use of the Facilities or Common Property, or otherwise, irrespective of the cause thereof.

3. No Member, his family, guests, invitees or any other person who has entered the Development, either with or without the permission or consent of the HOA, may make any claim or institute any action of whatsoever nature against the HOA or relevant Body Corporate for payment of damages, in respect of loss, damage or injury to his person or property or otherwise arising in any way whatsoever, from the use of the facilities on Common Property on the Development.

4. No person may use any Facilities on the Common Property provided on the Development unless a Member is present at all times during the use of such facility.

5. All Facilities provided on the Development shall at all times be under the control of the HOA. Any duly appointed employee or official authorized by the HOA, may order any person using such a facility to cease use thereof and leave/vacate such facility, if in the opinion of the duly appointed employee or official whose decision shall be final, such person is guilty of:

5.1 bad or unsportsmanlike behaviour;

5.2 the use of foul or bad or blasphemous language;

5.3 indecent behaviour;

5.4 interfering, preventing or obstructing any person's use and enjoyment of such facility;

5.5 generally behaving in an unacceptable manner according to the normal standards of behaviour that the HOA requires and insists upon from all Members.

6. The clubhouse shall be open for use on all days, by Members, but the HOA reserves the right to prohibit or limit the use of the whole or any part of it for any reason whatsoever. In general, the clubhouse facilities are for the use of and enjoyment of all Members and their families and invitees. Members must reserve the facilities should they wish to use them and the clubhouse will be allocated by the HOA on the basis of the earlier applications for reservation being given preference. Booking of the Club House is to be made through the Estate Manager's Office during normal office hours (weekdays) and booking will be restricted to one booking per day, per household.

7. Music in the clubhouse (if and when it is built) may only be played at a reasonable volume, and after 22H00 hours, the volume must be such that it cannot be heard from outside the clubhouse. At all times, noise within the clubhouse must be limited to a reasonable volume.

## T. PAYMENT OF SUBSCRIPTIONS / LEVIES / FINES AND OTHER AMOUNTS OWING TO THE HOA

1. The amount levied upon each Member, as determined in accordance with the Articles (and increases thereto) or any special levies shall be paid by such Member to the HOA, monthly in advance on the first day of each and every month, for the duration of the Member's ownership of his Property.

2. In the event of the Member wishing to market or sell the Property, the HOA shall be obliged to issue a levy clearance certificate and/or HOA Consent, which certificate/consent shall only be issued in the event that all levies, fines and any other amounts owing to the HOA and/or Body Corporate have been settled to the satisfaction of the HOA and where applicable, the Body Corporate.

3. All other amounts payable to the HOA and/or the Body Corporate are to be paid as soon as the account is rendered.

4. Any amount due by any Member, which remains unpaid after the same has fallen due, shall bear interest as from the due date of payment to the actual date payment is received, at a rate to be determined by the HOA but not exceeding the rate of interest charged by the Standard Bank of South Africa Limited on its prime overdraft rate plus 2% (two percentum) per annum calculated monthly in arrears.

5. All levies, fines or other amounts due and payable which remain unpaid may be recovered by instituting an action in any court of competent jurisdiction against the Members liable for the payments of such amounts.

6. In the event of the HOA instructing an attorney to take any steps against a Member as a result of such Member failing to pay any amount owing by him, or failing to comply with the obligations in terms of the Articles or Rules, then such Member shall be liable to pay all legal costs incurred thereby, on the attorney and client scale, plus collection commission.

7. In the event that a Member owes the HOA an amount in excess of R10,000.00 (Ten thousand rand) and the amount is not in dispute, then in addition to any legal action which may be instituted, such Member will lose his rights as a Member in the following way:

7.1 The use of the Facilities will be denied to the Member.

7.2 The Member will have no rights at any Annual General, General or Special meeting of the HOA.

7.3 Access to the Development may, at the discretion of the HOA, be denied to the Member.

## U. SILENCE

1. Silence must be maintained between 22h00 and 06h00 every day.

2. Motor vehicle audible warning devices may not be used at any time nor to draw the attention of the security for access. Such devices may be used in an emergency/hazard. Activated sounding car alarms may not be left unattended by the owner thereof at any time. Reasonable steps should be taken to silence or reset audible home alarms that are part of domestic security systems in the event of activation.

3. Radios, musical instruments, record players, television receivers, etc must be used in such a manner as not to be an annoyance to others.

4. On weekends, lawnmowers, weed eaters, brush cutters, leaf blowers or any other similar machines may only be used between 9am to midday, and not at all on public holidays.

## V. SECURITY

1. The owners shall abide by the regulations and restrictions imposed by the HOA in order to ensure the security of the Development and in particular, but not limited to, restrictions put in place in respect of ingress and egress from the Development.

2. Security personnel will not be held responsible for items of any sort delivered to the gates.

3. Security personnel are not allowed to collect, deliver, or escort persons or goods within the

Estate unless authorised by the HOA office.

4. Residents employing their own private security guards may do so only after obtaining written permission from the HOA.

5. Abuse of guards by residents, visitors, contractors, or workers is strictly prohibited.

6. Tailgating .ie. proceeding through the gates or booms when operated by the car in front of you is prohibited.

## W. BREACH OF RULES

1. In the event of any breach of these Rules by the Member or any Members household, his guests, or lessees, such breach shall be deemed to have been committed by the Member himself.

2. Notice of breach shall be given in writing to the Member guilty thereof by the HOA at the address set out in the form for application for membership of the HOA completed by such Member or at the Property at the discretion of the HOA, and shall contain the following information:

2.1 the nature of the breach;

2.2 the time period, if applicable, in which the breach is to be remedied;

2.3 the fine which may be imposed by the HOA on the Member for committing such breach;

2.4 if requested, the time, date and place of the hearing at which the HOA's Committee will adjudicate upon the breach;

2.5 any other information the HOA may deem necessary.

3. Notice will be deemed to have been duly given if such breach notice is hand delivered to the Member's address stated above, by either affixing such notice to a prominent fixture on the Property or by placing the notice in the Member's appointed post/letter box or by means of a registered letter or confirmed facsimile sent to the Members address registered with the HOA.

4. In the event of any Member disputing the fact that he has committed a breach of these Rules, a committee consisting of the chairperson of the HOA - or a Director so requested to deputise for the chairperson - together with at least 2 (two) other Members appointed by the HOA, from time to time, and any legal counsel appointed by the Member and / or the HOA, shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the chairperson or Director deputising for the chairperson may direct.

5. In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these Rules, or any condition or direction given in terms thereof shall be deemed to be guilty of a separate offence for every 24 (twenty-four) hours or part of such period during which

such offence continues.

6. In no way detracting from any rights that the HOA may have in Law, the HOA shall be entitled, in the situation referred to in paragraph 2 above to, inter alia:

6.1 call for an explanation or an apology, and /or

6.2 impose a penalty or penalties as per the agreed scale, and/or

6.3 withdraw the previously given consent applicable to the particular issue and/or

6.4 instruct attorneys to advise the HOA or institute legal action on the HOAs behalf and /or

6.5 refer the matter to arbitration if appropriate.

7. The actions taken by the HOA and the penalties imposed shall be entirely at the discretion of the HOA having due regard for the nature, circumstances and severity of each breach of the Rules, Articles or the Contract.

8. Penalties imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Member and may be recovered by normal civil procedure.

9. The rights of the HOA as referred to above are without prejudice to any other rights that it may have at law.

10. The agreed scale of penalties as referred to shall be –

10.1 an officially recorded warning

10.1.1 a penalty, payable within two months

**The schedule of fines which will be imposed, are listed below:**

<b>Offence: Common Property</b>	<b>First Offence</b>	<b>Second Offence</b>	<b>Repeated Offence</b>
Damage to light poles, street furniture, facilities and fittings	R500 + costs	R1 000 + costs	R5 000 + costs
Damage to trees / vegetation / verges or curbing	R2 000 + costs	R5 000 + costs	R10 000 + costs
Littering / Bin Bags	R200	R500	R1 000

<b>Offence: Miscellaneous</b>	<b>First Offence</b>	<b>Second Offence</b>	<b>Repeated Offence</b>
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Public disturbance / domestic workers and contractors causing a disturbance.	R500	R1 000	R5 000
Up to date tenants' leases not submitted to HOA.	R500	R1 000	R5 000
Use of fireworks	R1 000	R2 000	R5 000
Washing, linen or carpets exposed to road/neighbours	Warning	R500	R1000
Indecent exposure	R200	R500	R1000
Building site unkempt as per BDC	R1000	R2000	R5000
Accessing electrical kiosks without HOA permission	R2000	R5000	R10000

<b>Offence: Pets</b>	<b>First Offence</b>	<b>Second Offence</b>	<b>Repeated Offence</b>
Bringing pets onto the Estate without authority or registration with the HOA	R1 000 + 14 days to remove pet	R2 000 + 7 days to remove pet	R5 000 + pet to be removed.
Owners failing to pick up fouling by pets	R500	R1 000	R2 000
Pets causing a disturbance	warning	R1 000	Pet to be removed.

<b>Offence: Property Maintenance</b>	<b>First Offence</b>	<b>Second Offence</b>	<b>Repeated Offence</b>
External fixtures illegal and/or non-compliant with Building Design Code Rules	Warning	R1 000	R2 000
Hanging washing outside of designated wash line area	Warning	R1 000	R2 000
Construction without approval of the HOA	R1 000 + monthly until approved or removed + Plan submission	R2 000 + monthly until approved or removed + Plan submission	R5 000 + monthly until approved or removed + Plan submission



Home externally not maintained and unkempt gardens.	Warning	R1 000	R2 000
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<b>Offence: Security</b>	<b>First Offence</b>	<b>Second Offence</b>	<b>Repeated Offence</b>
Blatant disregard of rules or of legitimate instructions	R1 000	R2 000	R5 000
Failing to comply with the estate rules with respect to domestic staff or contractors.	R500	R1 000	R2 000
Intimidation or threatening, verbal abuse or assault on a Security Officer for any reason (Subject to remedial action or prosecution)	R1 000	R2 000	R5 000
Tailgating at any access / exit control point	R1 000	R2 000	R5 000
Unauthorised persons using access discs or cards.	R1 000	R2 000	R5 000

<b>Offence: Vehicles</b>	<b>First Offence</b>	<b>Second Offence</b>	<b>Repeated Offence</b>
Parking – causing obstruction to others.	Warning	R500	R1 000
Parking on verges / gardens	R200 + costs	R500 + costs	R1 000 + costs
Speeding, dangerous, or negligent driving	R500	R1 000	R2 000
Unlicensed driver or driver with incorrect drivers licence	R1 000	R5 000	R5 000

<b>Offence: Wildlife</b>	<b>First Offence</b>	<b>Second Offence</b>	<b>Repeated Offence</b>
Interfering with wildlife or attempted poaching	R25 000 & Charges laid	R50 000 & Charges laid	R50 000 & Charges laid

**The amount of the fines is subject to amendment by the HOA at its discretion.**

10.1.2 Upon subsequent repetition of penalised behaviour, or a failure to desist the penalised behaviour, an increase up to double the previous penalty, to a maximum of R50,000 (Fifty Thousand Rand), or where the penalty was a warning as per W.10.1 an increase to a penalty of

R1000 (One thousand Rand)

10.2 At the time of deciding the penalty to be imposed as per W.2.3 the decision will reflect the nature and severity of the breach of rules. The scale of penalties should not be seen as a progression but rather a range of options. There are circumstances where it will be entirely appropriate to move immediately to a fine as described at 10.1.2.

## X. PENALTIES

1. Any Member who contravenes or fails to comply with any provision of these Rules, the Articles, or the Contract, or any condition or direction given in terms thereof, shall be deemed to have breached these Rules and will be liable to a penalty as per the table laid out in X of these Rules.

2. In the event of a Member failing to pay a fine imposed within the period stipulated by the fining committee, until such time as the fine has been paid:

2. 1. No levy clearance certificate or HOA consent enabling transfer of the Member's Property shall be issued by the HOA or where applicable the Body Corporate; and

2.1.1 such Member shall not be entitled to the use of the facilities or Common Property in the Development,

2.1.2 such Member may at the discretion of the HOA be denied access to the Development.

## Y. COMPLIANCE WITH THE E.M.P

1. It is recorded that the E.M.P has been instituted in conjunction with the relevant Local Authority, the Developer and specialists in indigenous plant and vegetation, endemic to the area of the Development and the 100% indigenous theme has been mandated by the Record of Decision issued by KZN Agriculture and Environmental Affairs (Ref EIA 5734) dated 7 March 2007.

2. No variation from the E.M.P shall be tolerated for any reason whatsoever, and any deviation from the stipulations and regulations contained in the E.M.P may result in fines being imposed on the Member concerned, in excess of the limit contained in these Rules, as may be imposed by the Local Authority or the HOA at their discretion, due regard being had to the severity of the breach of the E.M.P.