

CONDUCT RULES

INTRODUCTION

The purpose of these rules is the maintenance of common courtesy and regard for the rights of all residents, to sustain the use of common amenities and ensure the maintenance of high standards of living for the mutual benefit of all residents.

We request your co-operation in abiding by these rules and would point out that, should it be necessary, the Scheme Executives will take appropriate, legally enforceable, action to uphold these rules, in the best interest of all owners and residents.

The following serves as a general guideline to residents:

- It must be each resident's declared intent to live as harmoniously as possible with all other residents and to respect each other's rights of privacy and lifestyle.
- Common courtesy and consideration for others must be the basis for all aspects of behaviour.
- It is the responsibility and duty of owners to ensure that their tenants, visitors and staff members are familiar with and abide by these rules.
- It is hoped that parties in conflict will try to resolve matters amicably between themselves before involving Scheme Executives.

1. DEFINITIONS

The term "resident" shall mean: any person residing on the property.

2. MOTOR VEHICLES

- i. Motor vehicles of occupiers and their visitors shall only be parked in such areas as are specifically provided to them by the scheme.
- ii. All parking bays numbered with a property number are specifically provided for the sole use of the residents of that particular property.
- iii. Repairs and reconditioning of vehicles on the common property is not permitted.
- iv. Vehicles may not travel at speeds in excess of 20 kilometres per hour on any portion of the common property and access driveways.
- v. All cars entering the common property must reduce their radio volume control so as not to disturb other residents.
- vi. No trucks, caravans, trailers of all description, quad bikes, off road motorcycles, commercial vehicles and boats etc. may be parked on common property.
- vii. No trucks will be allowed to enter on the common property. All delivery / removal trucks are to park outside the scheme.
- viii. Residents shall ensure that their vehicles and their visitors' vehicles do not drip oil or brake fluid on the common property or in any other way deface the common property; the onus is on the resident to restore any spoilt area to its original condition at their own cost, failing which the Scheme Executives shall arrange for the cleaning/repair thereof, at the expense of the owner.
- ix. No person shall sleep in any vehicle parked on the common property, nor perform acts in the vehicle that are deemed unacceptable in a public area.
- x. No vehicle may be parked in such a manner as to obstruct the general traffic flow within the scheme or to restrict access to a parking bay.
- xi. The use of vehicles, including motorcycles, which create excessive noise, is strictly prohibited.

3. BUSINESS ACTIVITIES / SIGNS / NOTICES

- i. No business, profession or trade may be conducted in any property or on the common property without the prior written approval of the Scheme Executives and following a written application to conduct such a business from the property.
- ii. Should any approved activities cause a disturbance or inconvenience to other residents or infringe on the usage of the common property (e.g., parking), this permission can be withdrawn at any stage.
- iii. No jumble sales may be held on the common property.
- iv. No resident shall exhibit, distribute or place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or within a property, which may be visible from outside of the property.
- v. Estate Agent signs are allowed on the common property at the discretion of the Scheme Executives. 'For sale', 'On Show' or 'To Let' boards may only be displayed on weekends and pointer boards on the common property are restricted to a maximum of four. No banners, flags or balloons may be displayed for this purpose. All signs not displayed in accordance with these provisions shall be removed.

4. OCCUPIERS / VISITORS / CONTRACTORS / EMPLOYEES

- i. Owners are responsible for the conduct of their visitors, contractors and employees, and shall ensure that such persons adhere to these Rules.
- ii. No alcohol may be consumed whilst on any part of common property except on any part of the common property designated by the Scheme Executives for this purpose.
- iii. All persons employed by any owner or resident to work in the complex shall be registered with the Scheme. A copy of the employees' Identity Document, physical address, contact numbers and which property they are working at, will be kept on file by the Scheme Executives.
- iv. Only registered employees will be allowed onto the common property and employees may not bring their family, friends and visitors onto the common property.
- v. Employees shall be required to comply with any security protocols.
- vi. The Scheme Executives reserve the right to take steps to refuse access to any employee of a resident or owner in the scheme.

5. DAMAGE / ALTERATIONS / ADDITIONS TO THE COMMON PROPERTY

- i. An occupier of a property shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter, any part of the common property without first obtaining the prior written consent of the Scheme Executives.
- ii. No occupier shall erect or cause to be erected or install any lights or lighting apparatus on any part of the common property, without the prior written consent of the Scheme Executives first being obtained.
- iii. No occupier shall erect any structure of any nature whatsoever, including but not limited to gazebos, braai facilities, saunas and jacuzzis, which are of a permanent or semi-permanent nature, without the written consent of the Scheme Executives being obtained.
- iv. Awnings must comply with the standard set-out by the Scheme Executives in terms of style and colour. No awning may be installed unless the prior written consent of the Scheme Executives has been obtained.
- v. Any alteration or addition to or deviation from the permanent or semi-permanent fixtures of the common property and the existing standard thereof requires the written consent of the Scheme Executives.
- vi. No extensions, alterations or improvements to the exterior of any property, balcony, patio, garden or carport, including awnings, garden and security gates etc., shall be affixed or made unless the Scheme Executives have first been given full particulars thereof including, where necessary, plans approved by the municipality, and have given permission in writing thereto.
- vii. If such written permission is granted, it shall apply only to the plans submitted and any variations will also require the permission of the Scheme Executives in writing. All extensions, alterations or improvements must comply with the prescribed rules.
- viii. Improvements / additions / alterations made by owners, after permission has been obtained from the Scheme Executives, shall be maintained by the owner. If these are allowed to deteriorate, they will be maintained or removed by the Scheme, at the sole discretion of the Scheme Executives, and at the sole cost of the owner.
- ix. All refuse / debris, etc. resulting from extensions, alterations or improvements shall be removed by the owner / their contractor within 24 hours. If such refuse / debris, etc. is not removed, the Scheme Executives may cause it to be removed, and all charges in connection therewith shall be for the account of the owner.
- x. The resident of a property shall not place or do anything on any part of the property including balconies, patios and gardens which, at the discretion of the Scheme Executives, is aesthetically displeasing or undesirable when viewed from the outside of the property.
- xi. Residents may install a locking device, safety gate or safety device for the protection of their property, provided that the design fits within the designated guidelines as set out by the Scheme and issued by the Scheme Executives.
- xii. No external burglar bars may be installed whatsoever. Internal burglar bars are permissible provided that the design fits within the designated guidelines as set out by the Scheme and issued by the Scheme Executives.
- xiii. Air-conditioning equipment may only be installed with the prior written consent of the Scheme Executives and must adhere to the Scheme Rules including the location of the compressor and routing of all external trunking.
- xiv. Any building work to be carried out in any property may only take place between the hours of 08:00 and 16:00, Monday to Friday and not over weekends or public holidays. All contractors must vacate the scheme by 16:00. All building noise must be kept to a minimum so as not to inconvenience other occupiers. The Scheme Executives will manage the access control of all contractors, their staff and vehicles.
- xv. Should any damage of whatsoever nature be caused to the common property by a resident / any member of his family / any of his visitors / any of his employees, their children or visitors of such occupier, or should such persons cause the Scheme to suffer any loss or incur any expense, the owner of the property shall properly repair such damage forthwith, and / or to forthwith reimburse the Scheme in full in respect of such loss or expense.
- xvi. The resident of a property shall not place or do anything on any part of the common property including balconies, patios, courtyards, windows and gardens which, at the discretion of the Scheme Executives, is aesthetically displeasing or undesirable when viewed from the outside of the property. The above may include but is not limited to washing hanging over balconies, washing lines / drying apparatus, erection of equipment that protrudes over the boundary wall or beyond the property, etc.

6. SECURITY BARS AND GATES

The following security measures are permissible in terms of security doors on the front and rear of the property, including sliding patio doors:

- a. Front and rear security doors, installed to the inside or outside of the door, must be identical in specification as set out by the Scheme Executives.
- b. Burglar bars are to be see-through Perspex type only installed to the inside of the window and identical in specification as set out by the Scheme Executives.

An owner or person authorized by him / her, may install:

- ii. any locking device, safety gate, burglar bars or other safety device for the protection of his / her property provided that the Scheme Executives have first approved in writing the nature, design and colour of the device and the manner of its installation.
- iii. any screen or other device to the inside of his / her property to prevent the entry of animals or insects provided that the Scheme Executives have first approved in writing the nature, design and colour of the device and the manner of its installation.
- iv. The facade must be uniform and no changes are permitted to the outside to destroy the facade of the complex.
- v. The inside of the property belongs to the owner and the owner may within reason erect approved security measures of his /her choice however, the Scheme Executives may intervene should the choice be damaging to the harmony and aesthetics of the complex.

7. SECURITY

- i. Owners, residents, their visitors and / or employees are required to always adhere to the security procedures and to respect the authority of the security company and their guards.
- ii. The Scheme Executives have full authority to determine security protocols and to instruct the security personnel accordingly.
- iii. Residents must ensure that their visitors and employees are registered, failing which no access under any circumstances will be granted.
- iv. All attempts at burglary, vandalism or instances of fence jumping or breakage must be reported to a member of the security staff as soon as is reasonably possible.
- v. Electronic security systems, for individual properties, are acceptable provided they are installed by legitimate security companies registered with the relevant governing body.
- vi. It is prohibited to interfere with the performance of the security guards.
- vii. Owners, residents, employees and visitors shall always co-operate with and treat the security guards politely.

8. PETS

- i. The number of pets per property shall be limited to two (2), and only small/medium size pets shall be allowed. Only dogs which, when fully grown, measure less than 50cm (fifty centimetres) from floor to top of shoulder, will be allowed in the scheme.
- ii. A pet may not be brought into the scheme unless the Scheme Executives have granted prior written consent.
- iii. No resident of a first or second floor property may bring a dog into the scheme.
- iv. Such consent is to be obtained by making written application to the Scheme Executives. Sterilisation and vaccination certificates must accompany the application.
- v. Residents must ensure that their animals, as defined herein, do not cause any disturbance whatsoever to others. On the receipt of written complaints by two separate residents, the Scheme Executives shall have the right to revoke such consent and demand the removal of the animal from the complex, if the owner does not rectify the problem with immediate effect once notified.
- vi. Animals shall not be permitted in or around any part of the common property, unless leashed and properly controlled. The Scheme Executives shall have the right to remove forthwith any animal not leashed or properly controlled and found in such area.
- vii. The owner of any pet shall instantly remove any excrement deposited by such pet in public or common areas.
- viii. The Scheme Executives may prescribe any other conditions, as they deem necessary from time to time, for the keeping of any animals.
- ix. The Scheme Executives may instruct the removal of any pet left abandoned, unattended or unsupervised for any period of time, or a pet that is not provided with adequate food and water, or any pet that is abused in any manner or form, from the estate by the SPCA or any other appropriate authority
- x. The keeping of livestock, chickens or any animals of that ilk is prohibited.
- xi. No reptiles, snakes, or birds may be housed on the estate.
- xii. No pets may be brought onto the estate by any visitors, employees or contractors.

9. SANITARY SERVICES / REFUSE DISPOSAL / LITTERING

- i. All refuse shall be placed in appropriate refuse bags and deposited in the bins allocated
- ii. No used vegetable or any other cooking oil or vegetable or animal fat may be disposed of by using the sinks or basins in the respective properties. Owners are to dispose all cooking and other substances by means of the refuse system by disposing of the material in refuse bags.
- iii. No nappies, sanitary wipes and sanitary pads are allowed to be flushed down the toilets as this may cause blockage to the effluent system. Owners or residents that are found to have flushed any of the restricted items will be held liable for the repairs undertaken to have any resultant blockage cleared. Owners or residents are to dispose of these restricted items by means of the normal refuse system by placing these items in refuse bags.
- iv. Each resident shall keep in a hygienic & dry condition, a container for refuse within his property.
- v. No refuse may be left outside any property.
- vi. Refuse areas and refuse bins are for domestic waste only. All other waste must be removed by the resident.
- vii. Littering is not permitted.
- viii. It is not permitted to shake or dust or beat carpets or mats over the balconies or walls or through the windows of any property.

10. CHILDREN

- i. Parents / guardians take full responsibility for their children on the common property.
- ii. The use of bicycles / tricycles on the common property is at own risk and is permitted as long as it does not constitute a nuisance to other residents. Any damage caused to the common area because of reckless or careless use will be for the owner's account and the use of bicycles or tricycles on the common property may be withdrawn by the Scheme Executives. Bicycles / tricycles may not be left on the common property or obstruct the movement of other vehicles.
- iii. The Scheme shall not be responsible for any accident, loss or damage sustained by any owner, resident, their family, friends, employees and visitors.
- iv. The use of Roller skates, skateboards, roller blades or similar devices on the common property is prohibited.

11. RITUAL SLAUGHTERING.

The slaughtering of animals is prohibited unless it is specifically for religious purposes and then only after prior written consent is obtained from the Scheme Executives. Slaughtering will only be allowed in demarcated areas.

12. GENERATORS

- i. The installation of Generators is prohibited, unless written consent is obtained from the Scheme Executives that will provide the necessary guidelines for installation.

13. LAUNDRY

- i. Washing and other articles may not be hung out on the common property or on balconies, patios and gardens or in any position where it is visible from the common property, except in areas specifically set aside for this purpose.
- ii. The Scheme shall not be responsible for any theft or damage to washing.

14. STORAGE OF INFLAMMATORY MATERIAL / OTHER DANGEROUS ACTS

- i. Inflammable or other dangerous material or articles may not be brought onto the common property or elsewhere except in such limited quantities as are allowed under the Insurance Policy.
- ii. A resident shall not store any material, flammable or inflammable, or do or permit or allow to be done, any other dangerous act in the property or on the common property which will or may increase the rate of the premium payable by the Scheme on any insurance policy, or put any part of the common property and its residents at risk.
- iii. Owners shall be responsible to the Scheme for any loss sustained by the Scheme arising from a resident's failure to adhere to the above. Such loss shall include, but is not limited to, the excess payable in respect of any insurance claim.
- iv. No firearms, pellet guns, catapults or bows and arrows may be discharged on or over the common property. No residents, employees or visitors may openly display firearms on their person or otherwise anywhere on the common property.
- v. Inflammable or other dangerous material or articles may not be brought onto the common property or elsewhere on the scheme except in such limited quantities as are allowed under any insurance policy taken out by the Scheme.
- vi. No fireworks of any kind are allowed to be set off.
- vii. No resident/occupier shall repair, alter or interfere with any electrical cable or installation on the common property. All faults must be reported to the Scheme Executives.

15. ERADICATION OF PESTS

- i. A resident shall keep his property free of all garden or household pests, including white ants, borer and other wood destroying insects and shall permit the Scheme Executives, the Managing Agent, Scheme Executives and their duly authorised agents or employees, to enter his property from time to time, for the purpose of inspecting the property and taking such action for the eradicating of any such pests as may be found within the property.
- ii. Replacement of any woodwork or other material forming part of the internal property which may be damaged by any such pests, and the eradication of pests, shall be borne by the owner of the property concerned unless it is proved to the Scheme Executives that such damage originated from the common property.

16. PAYMENT OF LEVY AND OTHER CHARGES

- i. The levy and other charges shall be paid in full to the Scheme by the 7th of each and every month.
- ii. Interest is payable on late payments at a rate determined by the Scheme Executives.
- iii. All charges associated with the inside of a property shall, wherever such charges can be accurately quantified, be recovered from the property owner using the same tariff structure or charges as those billed to the Scheme. Such charges shall include, but not be limited to electricity, water, domestic effluent, refuse, internet connectivity, and Pay TV service charges.
- iv. The owner shall be liable for and pay all legal costs, collection commission, expenses, administration fees and any other charges incurred by the Scheme in obtaining the recovery of any arrear amounts owed by such owner to the Scheme.

17. LETTING OF PROPERTIES

- i. Owners who let their properties to tenants must shall provide the name and contact numbers of the tenant to the managing agent.
- ii. All residents and other persons granted rights of occupancy and entrance to the scheme by any owner, are obliged to comply with these Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- iii. No lease shall in any way release the owner from any of his obligations to the Scheme in terms of the Rules, or in terms of the Act.
- iv. The maximum number of persons residing in a property shall be two persons per bedroom.

18. NOISE

- i. Radios, cd/dvd players, televisions, home sound systems, musical instruments & other sound producing devices including human voices, shall not be played or used in such a manner as to interfere with a resident's enjoyment of his property or of the common property at any time.
- ii. Silence must be maintained between 22:00 and 07:00 Sunday to Thursday and between 23:00 and 08:00 on Fridays, Saturdays and public holidays.
- iii. All vehicles entering the common property must reduce their radio volume level so as not to disturb residents.
- iv. Vehicle hooters and alarms shall not be sounded on the common property, except in emergency situations.
- v. Mechanical maintenance work, including the use of power-saws, lawn mowers and similar tools, is permitted only between the following hours: Monday to Friday 08:00 to 16:00 and Saturdays and Sundays 09:00 to 15:00.

19. GARDENS / GARDENER

- i. No resident, other than the person/s empowered by the Scheme to do so, shall instruct a scheme employee to do any work during normal working hours, except in an emergency.
- ii. Residents shall not interfere with flora, wild or cultivated, growing on common property other than in their own garden areas.
- iii. No plants, trees or shrubs may be removed from the common property; neither may any plants, trees or shrubs on the common property be trimmed.
- iv. Gardens and plants on the common property are for the enjoyment of all and may not be damaged.

20. FIRE FIGHTING EQUIPMENT AND EMERGENCY PROCEDURES

- i. It is an offence to tamper with, abuse or use or cause or permit to be tampered with, abused or used, any fire hose, reel or extinguisher in any manner or for any purpose other than as permitted or prescribed by the fire regulations of the relevant local authority or other relevant legislation.
- ii. No fire extinguisher, fire hose or similar device anywhere in a property or anywhere on the common property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, gardens or any other unauthorised purpose.

21. DESIGNATED PLAY AREAS

Should there be designated play areas for children, then:

- i. No pets or animals are to be permitted in the designated play areas for children.
- ii. The play areas are for use at own risk. The Scheme Executives and Managing Agent absolve themselves from any responsibility concerning harm, injury and/or theft which may occur whilst making use of the play areas.
- iii. No alcoholic beverages or glass containers will be permitted within the designated play areas.
- iv. Any damage caused to the play apparatus, whether incurred by a resident or visitor of a resident, will be for the account of the resident and will be charged to the owner's levy account.
- v. Children using the play areas are to keep it in a clean condition and shall remove all refuse from the area after use.
- vi. Scheme Executives shall have the right to demand that anyone using the play area in what he/she may determine is an unacceptable manner, shall leave and such person(s) shall comply immediately.

22. GENERAL

- i. Common property and garden areas must always be kept tidy.
- ii. No firearms, pellet guns, catapults or bows & arrows may be discharged on or over the common property.
- iii. No stones or other solid objects may be thrown on the common property.
- iv. An occupant shall not do or permit to be done in his property or on the common property anything which will or may increase the rate of premiums payable by the scheme on any insurance policy.
- v. An occupant shall not place or do anything on any part of the common property (including balconies, patios, stoeps and gardens) which when viewed from the outside of the property is, in the discretion of the Scheme Executives, aesthetically displeasing or undesirable.
- vi. Save with the written permission of the Scheme Executives, the maximum number of residents shall be two persons per bedroom.

23. INTERNAL DISPUTE RESOLUTION PROCESS

- i. Should an owner wish to raise a dispute concerning the interpretation of these rules and/or the enforcement thereof and/or any breach thereof, such dispute shall be addressed by following the dispute resolution procedure on the Scheme's website. This procedure shall not apply to any urgent legal application for relief.
- ii. The party claiming that a dispute has arisen must give notice to the Scheme, and the other party where applicable, by completing the online Complaint Form.
- iii. The Chairperson shall within 7 days, appoint at least two Scheme Executives to review the complaint.
- iv. The appointed Executives shall review the complaint and thereafter convene an Internal Dispute Resolution Meeting. Such meeting may be conducted online or in any other manner as determined by the appointed Executives.
- v. The appointed Executives may invite the complainant and/or the alleged perpetrator and/or any other person to such a meeting, should they deem their presence necessary and/or desirable to successfully rule on the matter.
- vi. The appointed Executives shall record the outcome of the meeting on the Scheme's website within 48 hours of the successful conclusion of the meeting, or any adjournment thereof.
- vii. The majority decision of the Scheme Executives shall be binding on all parties.
- viii. Any party to the dispute who is not satisfied with the decision reached may refer the matter to the Community Schemes Ombud Service (CSOS).

24. ENFORCEMENT OF RULES

- i. In the event of any dispute concerning the interpretation of these rules and/or the enforcement thereof, the headings contained in these rules are for convenience only and shall not affect the interpretation thereof.
- ii. Should any provision of these rules be invalid and/or unenforceable, such provision is severable from the rest of these rules and shall not affect the validity and enforceability thereof.
- iii. The Scheme Executives may take any legally enforceable action to prevent any infringement of these Rules.
- iv. If a resident persists in a particular conduct or in the contravention of a particular rule or property of the Act, after the owner of the property has received written notice advising of the offence, the Board of Scheme Executives may by majority decision impose on the owner a fine of R500.00 for the first offence, and thereafter a fine of R750.00 for every identical offence. The monetary amount of the fines in terms of this rule may be amended from time to time at any annual general meeting, by majority vote.
- v. If the Scheme Executives instruct a firm of attorneys in connection with or arising out of an infringement of any Rule, the owner shall be liable to reimburse the Scheme on demand for all costs incurred in respect thereof.
- vi. All complaints must be lodged in writing and sent to the Scheme Executives. A sincere endeavour will be made to meet such complaints as long as the rights of other residents are not affected.
- vii. All owners or tenants will at all times be entitled to approach the Community Schemes Ombud Services for relief.