



## CONDUCT RULES

Applicable to all members of the Homeowners Association inclusive of Sectional Title and Conventional Title

For Purposes of Sectional Title: The following rules have been imposed in addition to the Management and Conduct Rules prescribed in terms of Section s 35 (2) (a) and 35 (2)(b) of the Sectional Titles Act No. 95 Of 1986:

### INDEX

Explanatory Note:

Introduction: Definition and Interpretation:	Clause A
Membership:	Clause B
Vehicles:	Clause C
Common Property:	Clause D
Conduct in Sectional Title Villages:	Clause E
Domestic Refuse:	Clause F
Animals, Birds, Reptiles:	Clause G
Visitors:	Clause H
Occupation of Property:	Clause I
Letting:	Clause J
Maintenance and Improvement of Property:	Clause K
Domestic Servants:	Clause L
Damage, Alterations or Additions to the Common Property:	Clause M
Appearance from Outside:	Clause N
Signs and Notices:	Clause O
Littering:	Clause P
Eradication of Pests:	Clause Q
Operation of Business within the Development:	Clause R
Ponds, Streams, Water features:	Clause S
Facilities:	Clause T
Payment of Subscriptions / Levies/ Fines and related:	Clause U
Silence:	Clause V

Security:	Clause W
Breach of Rules:	Clause X
Fines:	Clause Y
Compliance with EMP:	Clause Z
Re-Sale of Members Property:	Clause Z1

### **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,
- THE CONTRACT,
- TITLE DEEDS,
- THE BUILDING DESIGN CODE
- THE ENVIRONMENTAL MANAGEMENT PLAN
- THE LANDSCAPE DESIGN CODE
- THE SECTIONAL TITLES ACT AND REGULATIONS

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 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 in respect of Sectional Title Schemes within the Development to the effect that:
    - No loan agreements may be entered into by the Body Corporate 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 Body Corporate 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 Body Corporate and the former party.

which additional Management Rules shall prevail in the event of a conflict with these Rules.

2. The Bodies Corporate within the Development shall immediately upon their respective establishment, assign to the HOA all such of their functions and powers referred to in sections 37 and 38 of the Sectional Titles Act read together with regulation 30 of the Sectional Titles Act, as may be required of each of such Bodies Corporate by the Association.
3. The HOA shall be entitled to exercise such rights on behalf of the Bodies Corporate and Members as have not been conferred upon the Developer, or such rights which the Developer has agreed in writing to cede and assign to the HOA.
4. The HOA shall be entitled to delegate (and/or assign) to any Bodies Corporate such rights as it deems necessary or expedient.
5. The provisions of these Rules shall be binding upon the Bodies Corporate and 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.
6. The HOA may delegate any of its own powers in terms of these Rules to a Managing Agent upon such terms and conditions as it may deem fit.
7. The powers delegated to any Managing Agent may at any time be withdrawn or amended by the Directors of the HOA.
8. 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, save that levy clearance certificates may be issued by any Body Corporate to the extent required by the HOA or otherwise at law.
9. 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.
10. On payment of the HOA's prescribed fee, a Member shall be entitled to obtain a photocopy 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 the construction of a Unit or any alteration or extension to the Residential Dwelling or Unit;
  - 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 or HOA to review and approve all Plans of the Residential Dwelling or Unit and any extensions or alterations that the Member may wish to make at any time in accordance with the BDC and any Landscape Plans in accordance with the Landscape Design Code and EMP;
- 1.6 "Developer / Seller" means Zelpy 2127 (Pty) Ltd No: 2003/021162/07 or its successors in title or assigns as Developers;
- 1.7 "Development" means the Sectional Title and Conventional Township Development incorporating a secure housing estate and to be known as 101 Acutts;
- 1.8 "Domestic Servant" 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;
- 1.9 "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;
- 1.10 "Facilities" means any recreational facilities which may be provided on the Common Property for the use and enjoyment of the Members;
- 1.11 "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;
- 1.12 "Improvement / Improvements to the Property" means the building of the Residential Dwelling on the Property or any alterations to the Improvements;
- 1.13 "Managing Agent" shall mean the organization appointed by the Developer to manage, control and administer the daily running of the HOA and the Development;
- 1.14 „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;
- 1.15 "Property" means, in relation to the Development, any Erf or Erven, or any Unit or Units as defined in the Sectional Titles Act;
- 1.16 "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;
- 1.17 "Rules" mean these Conduct Rules which are binding on the Member and which the Member agrees are fair and reasonable and binding;
- 1.18 "Unit" means any Unit as defined in the Sectional Titles Act and situated within a Sectional Title Scheme in the Development;
- 1.19 Words importing the masculine gender include the feminine, neuter gender and vice versa;
- 1.20 Unless the context clearly indicates a contrary intention, the singular shall include the plural and vice versa;
- 1.21 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 25 (twenty five) 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 an identification card, disc or device 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 he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.
14. No person shall store, park or leave unattended any vehicle at any 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.
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. 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 neighbors or other Members or in an area designated by the HOA as a storage or trailer park area or at any other place with the written consent of the HOA.
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 Member 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 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 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. 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 at the cost of the Members.

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

#### **E. CONDUCT IN SECTIONAL TITLE DEVELOPMENT**

1. All Members in the Sectional Title Schemes within the Development shall:
  - 1.1 not do or permit to be done in his Property or the common property of the Scheme, or on the Common Property, anything that will or may increase the insurance premiums payable by the Body Corporate on any insurance policy save with the prior written approval of the HOA. When granting such approval, the HOA may prescribe any specific condition. The HOA may withdraw such approval in the event of any breach of any condition prescribed when granting its approval;
  - 1.2 ensure that their respective activities in and uses of the Common Property and of the Units or any part thereof and of all services, facilities and amenities available on the Common Property shall at all times be conducted and carried out with proper and diligent care and with due and proper consideration for all the other owners and occupiers of the buildings and in accordance with these Rules and of the provisions of the Sectional Titles Act;
  - 1.3 comply at all times with the provisions of the BDC.

Maintenance and upkeep of the exterior of the Units shall at all times remain the responsibility of the Body Corporate of that particular Sectional Title Scheme.

#### **F. 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 in any place 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.

#### **G. 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 removal of the pet from the Development.
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.
4. Written permission must be received from the HOA if any of the above animals is to be replaced subject to a maximum of 2 (two) pets per household and subject to the prohibition against pitbull terriers and cats.
5. When taken outside the Member's Property, any dog shall at all times be kept on a lead, and it shall be the responsibility of the owner 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.

#### **H. VISITORS**

1. A Member is required to timeously request the HOA's appointed security at the main entrance, in writing or by telephone, for permission to admit any person other than a permanent resident of his Property to the Development.
2. Such request shall contain:
  - 2.1. the name of the person to be admitted;
  - 2.2. if more than 1 (one), the number of persons;
  - 2.3. the registration number of the vehicle, if known;
  - 2.4. the date and approximate time of arrival.
3. In the event of a visitor arriving at the main gate and there being no request as set out above, the Member shall be contacted telephonically by the security, failing which access to the Development shall be denied to the visitor.
4. An 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. Such estate agent shall be issued with an admission card bearing his name and photograph at the estate agent's cost and shall produce such card each and every time he wishes to enter the Development.

#### **I. 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 numbers of persons to be accommodated in such Property.
3. No person shall keep anywhere in the Development any inflammable substance provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic use.
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 telephone installed within any dwelling on the Property, such requirement arising from the HOA's general security controls and the control of persons entering and leaving the Development.

#### **J. LETTING**

1. No Member shall let or otherwise part with occupation of his Property, whether temporarily or otherwise, unless:
  - 1.1 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,
  - 1.2 the prospective lessee has signed a copy of these Rules as an annexure to the Lease Agreement, and
  - 1.3 the Member has supplied the HOA with a copy of the signed lease, signed Rules and all documentation necessary for the HOA to issue an access disk to the tenant.

#### **K. 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 or, where applicable, the relevant Body Corporate of a sectional title scheme.
4. A Member who contravenes the provisions of this Clause and who after due notice has been given to him by the Body Corporate or 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 Body Corporate or HOA in rectifying, repairing or remedying such fault or omission. In giving effect to this Rule the Member may not refuse the Body Corporate or HOA or its duly appointed agent or employees entry into 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. 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.

## **L. DOMESTIC SERVANTS**

1. No Member shall be entitled to employ a Domestic Servant without the prior written consent of the HOA.
2. Such Member wishing to employ a Domestic Servant, shall submit to the HOA the following:
  - 2.1 The Domestic Servants full names, copy of ID book and 2 (two) passport size photographs, current physical address and shall pay the fee charged by the HOA for the administration involved,
  - 2.2 Written confirmation advising whether the Domestic Servant 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 Written clearance from the South African Police regarding the criminal records of the Domestic Servant or any cases pending against the Domestic Servant, it being specifically recorded that no Member may employ any Domestic Servant who has a criminal record.
  - 2.4 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 Domestic Servant is either unsuitable or would involve a security risk if employed within the Development.
4. In granting its consent, the HOA may in addition impose certain terms and conditions relating to the Domestic Servant's employment, where it deems such imposition necessary.
5. The HOA may at any stage after approving the employment of a Domestic Servant, 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 Domestic Servant.
6. A Member may employ more than 1 (one) but not more than 2 (two) Domestic Servants. No relative or friend of a Domestic Servant shall be allowed to co-habit on the Property without the prior written approval of the HOA.
7. A Member shall be obliged to provide such ablution facilities as may be required by a Domestic Servant employed by such Member and such Domestic shall not be entitled to use the public toilet facilities provided by the HOA.
8. The HOA may issue to such Domestic Servant an identification card to facilitate entry to the Development, which card shall be issued 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 Domestic Servant's employment and render such person liable for immediate dismissal.
9. The HOA may levy a reasonable fee, determined by it in its discretion, for the issue by it of any identification card 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.
10. Any Member employing a domestic servant shall be liable to the HOA for such Domestic Servants conduct and behavior within the Development, as well as for any visitor of such Domestic Servant who enters the Development.

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

A Member shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the Common Property.

**N. APPEARANCE FROM OUTSIDE**

The Members shall not 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 aesthetically displeasing or undesirable when viewed from the outside, or which is in contravention of the directives of the BDC and DRC.

**O. SIGNS AND NOTICES**

No 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.

**P. LITTERING**

A Member shall not 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.

**Q. ERADICATION OF PESTS**

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.

**R. OPERATION OF BUSINESS WITHIN THE DEVELOPMENT**

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.

**S. PONDS, STREAMS AND WATER FEATURES**

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.

## **T. 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 behavior;
  - 5.2 the use of foul or bad or blasphemous language;
  - 5.3 indecent behavior;
  - 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 behavior 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.
7. Music in the clubhouse may only be played at a reasonable volume and after 22H00 hours, Sunday to Thursday and 23H00 on Fridays and Saturdays the volume must be such that it cannot be heard from outside the clubhouse. Generally, at all times, noise within the clubhouse must be limited to a reasonable volume.

**U. 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, or if so directed by the HOA in the case of a sectional title Unit to the Body Corporate, 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 and/or if directed by the HOA in the case of a sectional title Unit the Body Corporate, 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 per centum) 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 R5 000.00 (five 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.

**V. SILENCE**

1. Silence must be maintained between 22h00 and 06h00 everyday.
2. Motor hooters may not be used on the Common Property except in an emergency, nor may any sounding car alarms be left unattended by the owner thereof at any time.
3. Radios, musical instruments, record players, television receivers, etc must be used in such a manner as not to be an annoyance to others.

## **W. 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, restrictions put in place in respect of ingress and egress from the Development.
2. The owners shall be obliged to install a basic burglar alarm and panic button system as detailed in the Building Design Code.

## **X. 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 together with 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 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 fine or fines 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. Fines 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.

#### **Y. FINES**

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 not exceeding R10000,00 (ten thousand rand) which penalty shall be decided upon by the HOA and Managing Agent.
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 Clubhouse, 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.

#### **Z. 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.

#### **Z.1. RE-SALE OF MEMBERS PROPERTY**

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.