



## **RULES AND REGULATIONS**

**OF**

**- THE CORMALLEN HILL ESTATE -**

It is hereby certified that these rules were adopted by the Cormallen Hill Home Owner's Association on 13 October 2016 after having held due consultation with the members of the Association and having held an Annual General Meeting on 13 October 2016 with the Rules voted in by due process and after having achieved the necessary quorum.

A handwritten signature in black ink, appearing to be 'C. K.', is written over a horizontal line.

**CHAIRMAN  
CORMALLEN HILL HOME OWNER'S  
ASSOCIATION**

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## DEFINITIONS AND INTERPRETATION

- 1.1 In these rules, unless inconsistent with or otherwise indicated by the context :-
- 1.1.1 *"the association"* means Cormallen Hill NPC (Association Incorporated under Section 21), registration number: 2004/029087/08, a company duly incorporated in accordance with the laws of the Republic of South Africa;
  - 1.1.2 *"the constitution"* means the Memorandum of Incorporation of the association;
  - 1.1.3 *"the directors"* means the directors for the time being of the association or their alternates, as the case may be;
  - 1.1.4 *"the Estate"* means the whole of the land comprising Cormallen Hill situated on Bronberg Extension 6;
  - 1.1.5 *"estate manager"* means the person appointed to that office by the association;
  - 1.1.6 *"member"* means a member of the association interchangeably also used as owner;
  - 1.1.7 *"owner"* means the owner of an Erf forming part of the Estate;
  - 1.1.8 *"resident"* means any person who is resident at the Cormallen Hill Estate and includes (where applicable), owners and members of their families, their guests, their authorized tenants, any visitor to the Estate and any third party occupying an Erf in terms of any purported agreement of sub-lease or short-term letting agreement or arrangement entered into in contravention of these rules;
  - 1.1.9 *"rules"* means the rules as contained in this document;
  - 1.1.10 *"vehicle"* means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
  - 1.1.11 any reference to the singular includes the plural and vice versa;
  - 1.1.12 any reference to natural persons includes legal persons and vice versa;
  - 1.1.13 any reference to gender includes the other genders;
  - 1.1.14 words and phrases defined in the constitution bear corresponding meanings herein;
- 1.2 The clause headings in these rules have been inserted for convenience only and shall not be taken into account in its interpretation.

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- 1.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of these rules, notwithstanding that it is only contained in the interpretation clause.
- 1.5 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 1.6 These rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

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## 2 INTRODUCTIONS AND PREAMBLE

These rules have been developed and reviewed in order to provide for a stable living arrangement between the residents and owners of Cormallen Hill Estate and to promote good neighborliness and harmony. Each owner has a vested interest in the welfare and performance of Estate so as to safeguard their biggest asset and to cater for a better lifestyle when living in the Cormallen Hill Estate.

Upon purchase of a property in the Estate, each owner subscribes to the provisions of these rules and is considered a binding contract between the Association and the owner. In some instances, and where applicable, obligations are imposed on visitors and residents who enter the Estate on the request of the owner.

An association of Director has been established to oversee the proper functioning and administration of the Estate in the best possible manner to promote the lifestyle objectives of the Estate. These Rules cannot supersede any formal or statutory municipal regulations and, where in conflict with formal law, the laws of the Republic of South-Africa will be applicable.

## 3 DOMESTIC REFUSE

- 3.1 The Association prescribes the use of certain approved garbage containers as follows, which are available to the residents for rent directly from the service provider, which may change from time to time:
  - 3.1.1 Blue, which shall be used for domestic refuse;
  - 3.1.2 Green, which shall be used for garden refuse; and
  - 3.1.3 Orange, which shall be used for recycling refuse.
- 3.2 Each household is required to rent at least one container for domestic refuse.
- 3.3 All refuse (whether domestic or garden) shall be kept in separate approved containers which shall not be visible from any road or placed on the pavement except when placed on driveways (loose bags other than for recycling purposes are not permitted) for purposes of collection by the approved service provider.
- 3.4 Building and other rubble must not be dumped or discarded in any public area (including on the driveways) and must be removed by the home owner and not remain visible at all.
- 3.5 In the event that any of the above mentioned provisions are not adhered to by members, a penalty of category A will apply for each transgression.

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**4 DOMESTIC ANIMALS / PETS**

4.1 Unless written authority has been given by the association to any member, only domestic animals posing no danger may be kept which shall be limited to 2 (two) pets per household, provided that such domestic animals may be kept only by owners and long term tenants not by guests and/or fractional ownership schemes. All Pets must wear collars. Dogs must be kept in suitable enclosures and be prevented from straying off the relevant owner's erf. It is the responsibility of the homeowner to ensure adequate provision is made for pets when the owner is not on the Estate. No poultry, avian, wild animals, reptiles, livestock or the like may be kept. If animals are brought onto or found upon the Estate contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either –

4.1.1 Require the relevant owner to remove the animal from the Estate; and/or

4.1.2 Itself remove the relevant animal from the Estate and to claim all costs so incurred from the relevant owner.

4.2 Dogs shall not be allowed out of a home owner's property unless under strict control and on a leash. If any dog damages any property or defecates on any property, the relevant owner shall be required to repair the damage and/or remove the feces, as the case may be.

4.3 Unless written authority from the Association is received, all cats are to be spayed or neutered respectively, as the case may be. No new pets are to be introduced to the Estate without having a spayed certificate, or obtaining such within three months of introduction.

4.4 All accommodation for pets must be located out of view and screened from neighboring properties and the street.

4.5 In the event that any of the above mentioned provisions are not adhered to by members, a penalty of category A will apply for each transgression.

**5 SECURITY**

5.1 No access to the Estate will be granted without a valid identification document or driver's license.

5.2 Any visitor to the Estate remains the responsibility of the homeowner and such homeowner will be liable for any transgressions committed by their guests.

5.3 No persons shall enter or leave the Estate at any point except at the entrance gate other than in extra-ordinary circumstances and with the prior written consent of the association. All vehicles entering and/or leaving the Estate shall stop at the vehicle entrance and adhere to the applicable security protocols at the time.

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- 5.4 No vehicle shall enter the Estate unless admitted by the security guard on duty at the gate, except where the association has issued to the driver a device or access code enabling the driver to operate the vehicle entrance gate himself or in terms of the security access system. Such devices are issued for the personal use of the person to whom it is issued and shall not be shared with or used by or transferred to any other person.
- 5.5 The right of admission to the Estate shall be under the control of the association that may on any reasonable grounds deny any person access to the Estate. In this regard, reasonable grounds shall relate but not be limited to the examples of intolerable behavior listed in clause 14.4.
- 5.6 No unauthorized person may enter into the guard house which will be manned 24-hours a day and the Estate patrolled and a transgression hereof will result in a penalty of category A for each transgression.
- 5.7 Members are requested to immediately report any suspicious activity in the form of criminal activity or a breach of security to either the security guards or estate manager. Members with property on the perimeter fence are obliged to ensure that there is no overgrowth and/or obstacle and/or structure capable of being used to scale the Estate wall or interfere with the electric fencing.
- 5.8 In the event that any member intentionally cause, whether directly or indirectly, a breach of the security procedures in the estate or destruction of any of the security property/features a penalty of category D will be imposed for each transgression. In addition the association reserves the right to restrict access to the Estate to anyone who is in breach of this clause, in accordance with clause 5.4 above.
- 5.9 No property may be secured with razor wire, security fencing or the like.

**6 DOMESTIC AND GARDEN EMPLOYEES**

- 6.1 Residents' domestic and garden employees are obliged to abide by these rules. Residents are obliged to supply their domestic and garden employees with copies of these rules.
- 6.2 Homeowners must register all domestic and garden employees at the estate manager. Completion of domestic/garden employee's registration form shall be required, and accompanied by a copy of the domestic/garden employee's identification document, or a valid passport including a valid workers permit, to be kept on file at the estate manager's office for record purposes. The estate manager will arrange an appointment with the domestic/garden employee/s to take a photograph for his/her Estate identity card. On arrival at the security gate, the domestic/garden employees shall be required to sign the domestic register, handing in his/her Estate identity card. On departure the Estate identity card will be returned to the domestic/garden employee. Any costs associated with this registration process will be for the owner's account. The domestic/garden employee registration process may be amended from time to time at the discretion of the association.



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- 6.3 All domestic and garden employee/s may be subject to:
- 6.3.1 a criminal check; and
  - 6.3.2 copy of Identity Document to be kept on file at the estate office
  - 6.3.3 polygraph testing should the need arise.

## 7 CONTRACTORS AND SERVICE PROVIDERS

- 7.1 There are contractors/service provider approved by the association and members are encouraged to use them.
- 7.2 If members elect not to use an approved contractor/service provider the contractor/service provider must undergo security registration and each of the employees thereof will only gain access to the Estate if in possession of a valid identification document or a valid passport including a valid workers permit.
- 7.3 All members must ensure that contractors/service in their employ adhere specifically to the security stipulations of the contractors Code of Conduct.
- 7.4 All members must ensure that contractors in their employ have signed the Contractor's Code of Conduct, prior to commencement of work, and that they adhere to the stipulations of the Code of Conduct at all times.
- 7.5 Contractors/service providers will only be permitted into the Estate between the hours of 07h00 to 17h00 on weekdays and 08h00 to 14h00 on Saturdays. No construction activity is to take place on Public Holidays and Sundays.

## 8 TRAFFIC

- 8.1 Deliveries are not permitted without the consent of the association on Sundays or public holidays nor before 07:00 and after 17:00 on weekdays nor before 08:00 and after 14:00 on Saturdays.
- 8.2 Motorized or battery driven, *inter alia* vehicles shall be driven on roads only and by persons who hold valid current international or South African driver's licenses.
- 8.3 A maximum speed limit of 25 (twenty-five) km/ph. shall apply to all roads. This is for safety sake insofar as children who may be playing adjacent to the roads.
- 8.4 The association may by means of appropriate signage give directions as to the use of roads or any portion of roads, or common areas. Where there is any confusion, the normal regulations pertaining to the use of roads in terms of national and / or municipal laws will be adhered to.

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- 8.5 Guests parking in the Estate shall not obstruct normal traffic flow and shall remain the responsibility of the owner.
- 8.6 All vehicles other than motor cars, i.e. trailers, caravans, boats and the like may not be parked on or be visible from any roads, vacant erven or other common areas and may only be parked within those designated areas on the Estate. Any vehicle parked in contravention of this rule may be removed from the Estate by the association and the owner shall be responsible for all costs so incurred or a penalty be levied.
- 8.7 The directors reserve the right to introduce from time to time any traffic calming measures, including but not limited to, speed-humps and pedestrian-crossings, that they in their discretion deem necessary.
- 8.8 Vehicles in excess of GVM **10 (ten) tons** and more than one axle shall not be permitted access into the Estate.
- 8.9 In the event that any of the above mentioned provisions are not adhered to by members, a penalty of category A will apply for each transgression.

## **9 OPEN SPACES, ENVIRONMENTAL ASPECTS, BUILDING AND THE AESTHETICS OF THE ESTATE**

- 9.1 The association shall be entitled to control all aspects of the environment on or about the Estate including but not limited to the management and control of fauna and flora;
- 9.2 No person shall do anything or omit to do anything that may in the opinion of the association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of common areas by owners, residents and their invitees.
- 9.3 Littering is strictly prohibited.
- 9.4 Camping and picnicking are prohibited unless done so in the confines of the member's erf. Fires may not be lit on or about common areas except in places specifically designated by the association for that purpose. Fires may not be lit on private erven other than in properly constructed braai / fireplaces designed for that purpose.
- 9.5 No person shall conduct any gardening and/or landscaping on common areas.
- 9.6 The association shall be entitled to prohibit or restrict access to any part of the Estate in order to preserve the natural fauna and flora.
- 9.7 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the Estate other than in self-defense. Considering the dangers associated with such conduct, the

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association will report the conduct to the authorities and reserves the right to impose a penalty of category D for each transgression of this provision.

- 9.8 In order to effectively manage water resources, no boreholes may be sunk.
- 9.9 All building plans, including alterations, additions and external renovations to any houses or walls should be in accordance with the Aesthetic Rules applicable to the Estate, and must be approved by the Aesthetics committee. A deposit will be paid to the association for any building, alteration, addition or external renovation and will be returned once the building has been completed and signed off by the Aesthetics committee.
- 9.10 Owners of vacant erven who exceed the 3 (three) years building period will be liable to pay a penalty equal to double levies per month in the first year, which shall increase by one additional levy for each year thereafter, commencing on the first date of the month following the expiration of the 3 (three) years building period.
- 9.11 Owners who have commenced building their houses, once the association has approved the building plans, shall have a building period of 12 (twelve) months to complete the building, where after a penalty of category D shall be imposed for every month the completion of the building is delayed, or a prorated portion thereof.
- 9.12 The position, size and installation of TV antennae and satellite dishes must not be unsightly.
- 9.13 Temporary car ports are not permitted.
- 9.14 Houses, including walls, may not be repainted without the consent of the association unless the colour and schemes remain unchanged.
- 9.15 The natural contour of the property may not be increased in height by more than an average of 500 mm.
- 9.16 The association reserves the right to remove any structures that do not comply with the above mentioned provisions at the cost of the member.
- 9.15 In the event that any of the above mentioned provisions, namely 9.2, 9.3, 9.4, 9.5, are not adhered to, a penalty of category B will apply for each transgression.

#### **10 SOLAR PANELS AND / OR INSTALLATIONS**

- 10.1 Resources of alternative energies are encouraged in the Estate and each new addition or alteration to a residence must be approved in writing by the Aesthetics Committee prior to installation thereof.

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- 10.2 In the event that owners embark on installing solar panels and/or resources of alternative energies they shall maintain them in good condition. Cracked, visibly impaired or unused mechanisms/resources must be repaired within 30 (thirty) days or the association reserved the right to remove them at the costs of the owner. In the event that this provision is not adhered to by members, a penalty of category B will be applied for each week that the transgression takes place.
- 10.3 The association reserves the right to remove any installations that do not comply with the above mentioned provisions at the cost of the member.
- 10.4 Solar geysers mounted on top of the roof must be screened off.

### **11 GENERATORS**

- 11.1 Residents are entitled to have and use generators in the Estate on condition that:
- 11.1.1 each generator may only be used between the hours of 06h00 – 22h00.
  - 11.1.2 each generator must be fitted with an adequate silencer/noise inhibitor; and
  - 11.1.3 each generator has to be fitted with a noise containment outer-casing.
- 11.2 In consideration for the neighbours, Residents are not entitled to run their generators from/in their garages with the door open.
- 11.3 In the event that any of the above mentioned provisions are not adhered to by members, a penalty of category A will apply for each transgression.

### **12 LEVIES AND ACCOUNTING ADMINISTRATION**

- 12.1 Levies are due and payable on the first day of each and every month by the member. Members are encouraged to, if the first day falls on a Sunday or public holiday, make payment on the business day preceding;
- 12.2 Members' accounts that are in arrears for a period of more than 60 (sixty) days will be handed over for collection by a law firm of the Association's nomination. The legal costs of which will be added to the member's account together with any penalties levied in terms hereof;
- 12.3 Any legal action instituted will be recoverable on the attorney-and-client scale.

### **13 LETTING AND RESALE**

- 13.1 These rules apply to and are binding upon all tenants and residents. An owner (or his agent) who intends to let an erf shall –

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- 13.1.1 furnish his tenant with a copy of these rules together with the tenant's lease agreement; and
- 13.1.2 furnish the association with a copy of the relevant signed lease which shall be for a minimum period of 3(three) months and which shall contain a clause in terms of which the tenant acknowledges and agrees that these rules are binding upon him and are enforceable against him by the association.
- 13.2 Members or their agents shall give the association prior written notice of any tenants or semi-permanent guests who are to occupy the member's residence in the absence of that member.
- 13.3 If any tenant, guest, employee or other invitee of any member fails to comply with any of the provisions of these rules, the penalties that will be levied will be for the account of the member / owner and it is the duty of the owner to take the necessary action to recover these penalties from the offending party.
- 13.4 Erven may be re-sold either privately or through registered estate agents with the association, which estate agents shall be required to abide by such rules and directives relating to advertising, access to the Estate, the holding of show houses and the like as the association may from time to time reasonably determine.
- 13.5 Any form of short term letting or advertising for short term letting is strictly prohibited. Short term letting is defined as any form of letting in which the owner of an erf allows a third party to occupy such erf for a period of less than 3 months, irrespective of such consent to occupy being in writing or verbally. For the purposes of this rule, advertising includes but are not limited to any form of written advertising contained in magazines, journals, newspapers or any electronic form of advertising on social networks and the internet. (See clause 15. Commercial Activities)
- 13.6 A tenant (or his agent) shall not, without the prior consent of the association, sub-let or part with occupation or control of any erf occupied by him in accordance with the provisions of clause 13.1 or any part thereof. Any tenant who intends to request the association for written consent to sub-let the property shall:-
- 13.6.1 Furnish his sub-tenant with a copy of these rules; and
- 13.6.2 Furnish the association with the relevant signed sub-lease which shall be for a minimum period of 3 months and which shall contain a clause in terms of which the sub-tenant acknowledges and agrees that these rules are binding upon him and are enforceable against him by the association. (See 14. Commercial Activities) (See annexure 1, paragraph 4)
- 13.7 Any form of short term sub-letting or advertising for short term sub-letting is strictly prohibited. Short term sub-letting is defined as any form of letting in which the tenant of an erf allows a third party to occupy such erf for a period of less than 3 months, irrespective of such consent to occupy being in writing or verbally. For the purposes of this rule, advertising includes but are not limited

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to any form of written advertising contained in magazines, journals, newspapers or any electronic form of advertising on social networks and the internet.

- 13.8 There will be no sub-letting of "granny flats" nor will property be utilized as a commune.
- 13.9 Agents must at all times accompany prospective buyers by appointment and hence no "For Sale" or "To Let" signs will be placed anywhere inside the Estate.
- 13.10 Upon resale of any property, the Association will furnish a "clearance certificate" only upon full and final settlement of all due levies and / or penalties included thereupon. Failing the obtaining of a clearance certificate, a property can under no circumstances be transferred unless by superseding operation of law.
- 13.11 In the event that any of the above mentioned provisions, specifically clauses 13.7 and 13.8, are not adhered to by members, a penalty of category D will apply per month that the transgression takes place.

#### 14 CONDUCT

- 14.1 No washing of any nature may be hung or placed to dry except in areas specially designated for that purpose and especially not from balconies or walls. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other erf.
- 14.2 Fireworks are strictly prohibited and a transgression of this provision by members will result in a penalty of category C.
- 14.3 No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other residents. In particular and without limiting the generality of the foregoing –
  - 12.3.1 Burglar alarms used must have an automatic shut off within 10 minutes of intruder activation
  - 14.3.2 the use of noisy machinery and power tools for gardening purposes or any other purpose should be restricted for use only in the following timeframes and if not complied with a warning will first be issued by the estate manager and thereafter a penalty of category A will be imposed:-  
  
Monday to Saturday: 07:00 to 18:00
  - 14.3.3 all work, whether undertaken by a contractor or by the resident, must be done during the hours stipulated by the association from time to time for building contractors, unless

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written approval is given by the association for building operations to take place outside such hours.

- 14.3.4 Loud music is not allowed and all other undue noise must cease between 23:00 and 07:30. In the event that this provision is not adhered to by members, a penalty of category C will apply for each transgression.
- 14.4 The following behavior by any resident, owner, tenant or guest will not be tolerated, including but not limited to:
- 14.4.1 Consumption of alcohol in public or beyond the boundaries of the home owner's property and or designated social areas;
  - 14.4.2 Malicious damage to property;
  - 14.4.3 driving any form of vehicle whilst under the influence of alcohol;
  - 14.4.4 in possession of Estate property unlawfully;
  - 14.4.5 reckless endangerment of lives or animals/birds on the Estate;
  - 14.4.6 assault, attempt thereof, intimidations or threats of violence;
  - 14.4.7 public indecency;
  - 14.4.8 trespassing.
- 14.5 All Estate bulk supply installations, waterworks, sewage works, generators, pumps, or similar are strictly out of bounds to everyone other than the staff.
- 14.6 Floodlights will be adequately screened so as not to cause discomfort to a neighboring property.
- 14.7 In the event of annoyances or complaints, the parties involved should attempt, as far as possible, to settle the matter between themselves, exercising due tolerance, reasonableness and consideration. Where a dispute cannot be resolved, and in particular a dispute between neighbours, the procedure shall be the following:
- 14.7.1 Written submissions will be made by the parties involved in the dispute to the association;
  - 14.7.2 The association may, at its sole discretion, decide as to whether the association will arbitrate on the matter or not;
  - 14.7.3 In the event that the association is not of the view that it is not prepared to arbitrate in the matter, the association may either:

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- 14.7.3.1 Inform the parties involved that the association is not prepared to arbitrate in the matter and that the parties will have to resolve the dispute themselves by legal action;
- 14.7.3.2 That the association may refer the matter to an independent arbitrator, at the association's discretion, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute (excluding the association);
- 14.7.3.3 In this regard, the arbitrator's decision shall be final and binding and the arbitrator shall be entitled to make an award as regards legal costs;
- 14.7.4 No party and/or resident shall have any claim of whatsoever nature for damages against the association (or any director thereof) as a result of a decision taken by the association regarding the abovementioned procedures.

**15 COMMERCIAL ACTIVITIES**

- 15.1 The association is entitled to regulate all commercial activity on or about the Estate. No application for any trading or similar license may be made for the conduct of any commercial activity of any nature from any erf forming part of the Estate without the prior written consent of the association to be renewed annually in January, which consent shall not be unreasonably withheld.
- 15.2 The association reserves the right to withdraw any previous concessions made without any consequences.
- 15.3 Notwithstanding rule 15.1, the operation of guesthouses, commune and the like is strictly prohibited. Contravention of this provision will result in a penalty of category D for each month that the transgression takes place.
- 15.4 No advertising board or signs, including business signage of any nature, may be displayed on or about the Estate, without the approval of the association.
- 15.5 Door to door canvassing and/or selling strictly not permitted.
- 15.6 Commercial activities that attract an influx of people (customers) into the Estate will not be considered as this will impede traffic in the Estate and present possible security breaches.

**16 FIRE PREVENTION AND HAZARDOUS SUBSTANCES**

No person shall bring or permit any person to bring any substances into the Estate or permit the storage of any substances on the Estate which may constitute a fire hazard or a threat to the health of any of the residents or other person or which may result in the contamination of the Estate.





## **17 LANDSCAPING AND POOLS**

All gardens and pools must be maintained by members to the high standards required by the association.

- 17.1 The Estate as a whole is bound by these terms. Each member is responsible for maintaining the areas between the curb and the boundary of his / her property including any shrubs or trees that are planted there. Garden fences or walls should be regularly maintained and painted. The planting of trees or shrubbery shall not obstruct the vision of motorists.
- 17.2 All pools must conform to the National Building Regulations in regards to pool fences (must be a permanent fixture) which specifies that no person shall have access to a pool from any street, public place or any adjoining site other than through a self-closing or self-latching gate.
- 17.3 No member may erect a "wendy-house" or tool shed. The erection of large installations as play-areas for children on the member's property will not exceed the height of the wall;
- 17.4 Members are requested not to plant any noxious or poisonous plants.

## **18 ELECTRICITY AND WATER SUPPLY**

- 18.1 Each water meter is the property of the individual owner and shall be responsible for the maintenance/repair/replacement thereof.
- 18.2 No person shall in any manner for any reason whatsoever tamper or interferes with any meter or service connection or service protection device or mains supply.
- 18.3 No person, other than a person specifically authorized thereto by the association or estate manager in writing, shall directly or indirectly connect, attempt to connect or cause to be connected any electrical installation or part thereof to the supply mains or service connection.
- 18.4 Electricity and water supply to the Estate is outsourced by external suppliers, who must be engaged in respect of the supply.
- 18.5 In the event that any of the above mentioned provisions are not adhered to by members, a penalty of category D will apply for each transgression.

## **19 FINES AND PENALTIES**

- 19.1 The association shall investigate (in such manner as it deems fit) written complaints received from members relating to the behavior and/or conduct of other residents and persons on or about the Estate and shall take such steps with regard thereto as it may deem fit. The association shall be

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entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received.

- 19.2 If any person damages any property on the Estate or contravenes or fails to comply with any of the provisions of these rules or any conditions imposed by or directives given by the association in terms of these rules, the directors shall be entitled (without limiting any other rights afforded to them in terms of these rules or the law) to impose suitable fines and/or penalties on the person concerned. If the person concerned is a guest, tenant or other invitee of a member, that member will be liable for payment of such fine and/or penalties. Any fine and/or penalty imposed on a member and/or his tenant, guest or other invitee shall be deemed to be a debt due and payable by the member concerned to the association forthwith on demand or alternatively as a payment in addition to the levies. If the person concerned is a person occupying an erf in terms of a purported short term lease or short term sub-lease, such person will be liable for payment of such a fine and/or penalty jointly and severally with the member.
- 19.3 The provisions of this rule are without prejudice to any other rights that the association may have in terms of the Constitution or at law.
- 19.4 The schedule of penalties and procedures to be followed when imposing penalties are set out in annexure A together with appeal procedures;
- 19.5 The association reserves the right to apply discretionary penalties of category A to transgressors of the general rules herein and to review and amend the penalties (contained in Annexure A) from time to time.

**20. ENFORCEMENT OF THE RULES**

- 20.1 For purposes of the enforcement of any of the rules, the directors may –
- 20.1.1 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall then be deemed to be a debt owing by the member concerned to the association;
- 20.1.2 take such other action, including court proceedings, as they may deem fit.
- 20.2 In the event of any breach of the rules by any member's tenants, or his guests, or purported sub-tenant or purported short term lessee such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 20.3 Notwithstanding the a foregoing, the directors may in the name of the association enforce the provisions of any rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit, in which case all legal fees

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associated therewith will be for the account of the defaulting member in accordance with clause 12.4 hereof.



## **ANNEXURE A**

The penalties have been categorized as follows:

- Category A: R1,000 (one thousand Rand)
- Category B: R2,000 (two thousand Rand)
- Category C: R5,000 (five thousand Rand)
- Category D: R10,000 (ten thousand Rand)



## **ANNEXURE B**

### **LEAVE TO APPEAL AND PROCEDURES OF APPEAL REGARDING PENALTIES IMPOSED**

1. Any member has the right of appeal against an imposed penalty if he/she feels that a legitimate reason exists for lodging such an appeal.
2. The aggrieved member must forward a written objection to a penalty, containing reasons for the objection, within 7 (seven) calendar days of receipt of the penalty imposed by estate management.
3. The association shall consider and adjudicate upon the objection at the following director's meeting, which decision shall be communicated to the aggrieved member within reasonable time and shall be final.