

# CentralBlue Homeowners Association

## Conduct Rules

These Conduct Rules aim to ensure and encourage all Residents of the CentralBlue Estate (hereinafter referred to as “**the Estate**”) to respect the interests and welfare of all who live therein and to ensure that the highest standards of security, safety and housekeeping are maintained so as to preserve and enhance the quality of living of all Owners and Occupiers.

The Conduct Rules must be read in conjunction with the Constitution of the CentralBlue Homeowners’ Association (the “**CBHOA**”).

DISCLAIMER AND INDEMNITY: Any person entering the Estate does so at her/his own risk. The CBHOA shall not be liable for any direct, indirect or consequential injury, loss or damage to any person or property arising from any cause whatsoever and which may occur on or at entering the Estate or at the perimeter of the Estate, including without limitation thereto, the negligent or intentional actions or omissions of any Director, agent, contractor, employee or representative of the CBHOA. Whilst every effort is made to secure and monitor the Estate, the CBHOA, all its agents, employees or appointees, shall not be deemed to have warranted the safety of any person or property on the Estate.

## Section A

### 1. Introduction

- 1.1. The CBHOA is an association registered in accordance with the Land Use Planning Ordinance, No. 15 of 1985, whose main business is to achieve and maintain the main objects of the CBHOA as defined in clause 6 of the CBHOA Constitution (“**Objects**”).
- 1.2. In pursuance of the Objects of the CBHOA, the broad objectives of the Conduct Rules of the CBHOA are
  - 1.2.1. To protect and enhance the secure and superior quality lifestyle enjoyed by Residents of the Estate;
  - 1.2.2. To control the aesthetic character and architectural standards of buildings and other structures erected and to be erected on the Estate;

- 1.2.3. To exercise control over the rights created and still to be created over the Dwellings/Units in the Estate, inter alia, the control of the erection of thereof, any additions, movable or otherwise thereto, all walling, fencing, exterior lighting, signage, aesthetic planning and landscaping of Dwellings/Units including all sidewalks.
  - 1.2.4. To allow for the proper administration of the business of the Estate, the collection of Levies, control of the utilization of Dwellings/Units, the use of driveway and Estate roads and the movement of vehicular traffic on the Estate, the use of open spaces and Common Property, access control, security procedures, preservation of the environment, the holding of pets and the conduct of persons within the Estate, in an effort to prevent nuisance, etc; and
  - 1.2.5. To ensure compliance with these Rules through, inter alia, the enforcement thereof.
- 1.3. The CBHOA's Constitution shall prevail in the event of a conflict with these Rules and any term defined therein shall bear such meaning in these Rules.
  - 1.4. In the quest for a happy and harmonious community, Residents may enjoy the Dwellings/Units they own and/or occupy as well as Common Property, the public areas and open spaces in accordance with their ownership rights, but as curtailed by these Rules and the rights of other Members or Occupants.

## **2. Definitions & Interpretations**

In these Conduct Rules, the following words shall, unless the context clearly indicates otherwise, have the meanings hereinafter assigned to them -

- 2.1. "Common Property" means any portion of the Estate indicated as such on the Approved Township layout or S.G. Diagram approved by the Surveyor-General, including but not limited to public or private open spaces, roads and sidewalks;
- 2.2. "Conduct Rules" means these conduct rules, as may be amended from time to time by the Trustees;
- 2.3. "Developer" means Blue Downs 3 Property Developments (RF) (Pty) Ltd, Registration Number: 2008/005250/07, its nominated entity, successors in title or assigns;
- 2.4. "Development Period" means the period commencing on the sale of the first Dwelling/ Unit in the Estate and enduring until the earlier of all the Dwellings/Units in the Township having been transferred from the Developer or the date on which the Developer notifies the CBHOA in writing that it terminates the Development Period;

- 2.5. "Estate" means the Township is previously known as Iris Park (now known as CentralBlue) located on Erf 1897, Blue Downs and will include any phase of the development which will be developed according to its approved Land Use rights by the Developer or any other party, known or registered as such, and which upon completion will form a part of the Estate;
- 2.6. "Dwelling/Unit" means any Residential dwelling as may be erected on an Erf and belonging to an Owner; indicated as such on the Approved Township layout or Sectional Title Plan approved by the Surveyor-General, as provided for in the Sectional titles Act;
- 2.7. "Levies" means the Levies that will be payable by the Owner to the CBHOA.
- 2.8. "Local Authority" means the Local Authority having jurisdiction over the Estate, here being the City of Cape Town;
- 2.9. "Occupant(s)" means any person(s) occupying any Dwelling/Unit, other than the Owner;
- 2.10. "Owner(s)" means any registered owner of a Dwelling/ Unit in the Estate, as may be recorded in the Cape Town Deeds Registry;
- 2.11. "private roads" means roads located within the Estate;
- 2.12. "Resident(s)" means any Owner or Occupant of a Dwelling/Unit within the Estate;
- 2.13. "Trustees" means the Trustees of the CBHOA;

## **Section B - Conduct Rules & Regulations**

### **1. General Responsibilities**

- 1.1. All Residents, boarders, invitees, visitors, employees, building contractors, subcontractors, service providers and delivery personnel shall comply with the Conduct Rules and any regulations of the CBHOA when such Persons enter upon the Estate and while they are on the Estate.
- 1.2. A Resident may not use his/her Unit or any part of the Estate, or permit it to be used, in a manner that will cause a nuisance or create a disturbance or that will be injurious to the reputation of the CBHOA.

## **2. Roads, Pavements & Parking Areas**

- 2.1 The roads in the Estate are intended for vehicular and pedestrian traffic by all Residents. Drivers of motor vehicles do not have a preferential right of use and are obliged to afford all other users of roads an equal use right.
- 2.2 The speed limit on private roads is restricted to 40 km per hour unless otherwise indicated. Save for the above, the applicable Local Road Traffic Ordinance or similar legislation shall be and remain in force and all road signs must be observed.
- 2.3 Where there are no sidewalks, the private roads are for the use of vehicles, bicycles and pedestrians. All users are to take special care where the streets are narrow. Pedestrians will always have right of way and may use the private road as the passage in the absence of sidewalks.
- 2.4 Unlicensed drivers will not be allowed to drive a vehicle on any roads in the Estate under any circumstances.
- 2.5 Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property is prohibited.
- 2.6 Residents are to ensure that their children do not play in the streets and drivers of motor vehicles are to take special care while driving to allow for the possible presence of people in the streets.
- 2.7 Hooters shall not be sounded other than in the case of an emergency.
  - a. The use of soapbox carts, skateboards, roller skates etc. will be restricted to designated areas. Children must be warned to observe road rules by the adult Resident in charge of such children.
  - b. No vehicles shall be washed by using a fire hydrant.
  - c. Residents' cars should not be left on the private roads for extended periods and should be parked within the Resident's Erf.
  - d. All Residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake-fluid on the road surfaces and Common Property, or in any other way deface the common areas.
  - e. No person shall dismantle any part of a vehicle or attend to the maintenance of any vehicles on the Common Property. Such repairs may be done on the Erf of a Resident with the prior written consent of the Trustees and subject to the condition that the consent may not be given for a period longer than 24 hours.

- f. Vehicles that are not roadworthy may not be parked on the Common Property other than for such short periods as may be approved by the Trustees and with their prior written consent.
- g. Cars, caravans, boats, etc., may not be permanently parked on the private roads, on pavements within the Estate or any other Common Property.
- h. Vehicles may only be parked on areas of the Common Property that have been specifically designated for that purpose and in such a way that the flow of traffic and access to and from Dwelling/Unit entrances is not obstructed. No parking is allowed in front of any entrances (i.e. driveways and entrance gates) in the Estate.
- i. Public and visitor parking bays are for temporary parking only. One vehicle may not occupy two parking bays.
- j. Parking shall not be in a manner or for such purpose as is likely to impair the safety, appearance or amenity of other Dwellings/Units in the Estate.
- k. Parking of vehicles on the Estate shall be subject to the express conditions that every vehicle is parked at the Resident's and/or visitors' risk and responsibility and that no liability shall attach to CBHOA, its agents or any of their employees for any loss or damage of whatever nature which the Resident, or any person claiming through or under him, may suffer in consequence of his vehicle being parked on the Estate.
- l. The Trustees may cause to be removed or towed away, at the risk and expense of the Owner, any vehicle parked, standing or abandoned on the Estate in contravention of these Conduct Rules. All vehicles which are illegally parked or parked in contravention of any of these Conduct Rules shall be clamped or towed away and a fine as determined by the Trustees, in their sole discretion, shall be levied.
- m. The CBHOA will be responsible for the maintenance of the private roads and parking bays, which are only to be used by the Residents and visitors to the Estate and will remain the responsibility of the CBHOA.

### **3. Environmental Management**

- a. An appeal is made to Residents to leave open spaces they visit in a cleaner condition than that in which they were found. Residents are required to pick up and dispose of any litter encountered on the Estate.
- b. Residents shall ensure that declared noxious plants are not planted and do not grow in their gardens.

- c. Swimming pool water must be channelled into the stormwater system.
- d. No gas/charcoal or open fires may be made on any Common Property.
- e. The record of decision from the Department of Environmental Affairs contains certain stipulations regarding fauna and flora and this record of the decision shall be deemed to be incorporated in these Conduct Rules.
- f. No traditional slaughtering of animals on any part of the Estate is allowed.
- g. Should a Resident fail to comply with any of the Conduct Rules in this clause 3, the CBHOA is entitled to do the work that the CBHOA deems necessary in its sole and absolute discretion and to claim payment of its expenditure from the Resident concerned.

#### **4. Common Property & Private Garden Areas**

- a. Every Resident is obliged to maintain, trim and keep clean, tidy and manicured the area between the road curb and the boundary of his Erf.
- b. Trees planted on pavements must be kept trimmed and clear of the road so as not to damage cars or restrict visibility or effectiveness of street lighting.
- c. Foliage resulting from the trimming of trees and shrubs, as well as other gardens, refuse that is left outside of the individual property, i.e. on the pavement, is to be removed within two days.
- d. Trees and plants within the boundaries of the Erven are to be maintained by the Residents. Any damage to water pipes, sewage pipes or walls caused by the roots/branches of these trees, plants or foliage, is the responsibility of the Resident concerned.
- e. Should a Resident fail to comply with any of the above Conduct Rules in this clause 4, the CBHOA is entitled to attend to such work as it deems necessary in its sole and absolute discretion and claim payment of its expenditure from the Resident concerned.
- f. The CBHOA is to maintain all lawns, shrubs and trees forming part of any Common Property.
- g. Every Resident should as far as possible ensure that members of their family, guests and other invitees do not damage the lawns, shrubs, trees, lights, benches etc that form part of the Common Property. Any person who damages the Common Property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof. If the person who is responsible for

any of the aforesaid damage is not a Resident, the CBHOA may, in its sole and absolute discretion, claim such amount as is due for the repair or replacement thereof from the Resident who authorised the relevant person's access to the Estate.

- h. No plant, shrub or tree on the Common Property may be removed without the written approval of the Trustees.
- i. Residents shall not place or do anything on their properties or verges, which, in the sole and absolute discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the particular Erf.
- j. No article or object may be left or stored on the Common Property or an exclusive use area without the prior written permission of the Trustees.

## **5. Security**

- a. Security is the responsibility of every Resident. The Association invests a large amount of time and resources in security. However, it is essential that everyone assists by being vigilant and doing their bit to maintain/improve the security of the Estate.
- b. The Trustees may from time to time and at their discretion make rules regarding access control and security systems, including the management and use thereof and the recovery of costs of such systems from the Residents. To ensure a safe and secure environment for all the Residents, visitors and staff it is essential that all Residents give their unqualified support and cooperation regarding the security procedures.
- c. Any Person entering the Estate must comply with the systems and procedures relating to access control and other security-related measures that are from time to time implemented by the CBHOA and must heed the security directives of the Estate's security personnel.
- d. The Estate will be manned by such security personnel as the CBHOA may determine from time to time. Residents are obliged to request visitors and invitees to adhere to security protocol and treat the security personnel in a cooperative and courteous manner and not abuse security personnel under any circumstances.
- e. Security guards must not be asked to assist in domestic matters when they are on duty. Guards are there solely for the protection of the Residents and should always be at their posts.

- f. Residents are obliged to ensure that builders, contractors and building personnel in their employ adhere specifically to the security stipulations of the Building Rules and regulations.
- g. Any procedures for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every Resident with respect to people in his/her employ or contracted to him.
- h. All attempts at burglary or instances of fence jumping must be reported to the CBHOA.
- i. Anybody found tampering with any of the security devices located on the Estate will be responsible for the cost of any damage incurred including security booms, security gates, electrical fences and any other security equipment. In the event that the person found tampering with the aforesaid is not a Resident, the CBHOA may, in its sole and absolute discretion, claim such amount in damages from the Resident who invited the relevant person onto the Estate.
- j. Street Lighting within the Estate is strategically placed and should not be tampered with.
- k. The Estate security systems have a detection purpose only and serve as a deterrent which is not guaranteed to prevent any intrusion into the Estate.
- l. Certain areas of the Estate are surrounded by an electric fence, which could cause injury when touched. Residents will deal with the electric fencing at their own risk.
- m. All Owners, Occupants and visitors enter the Estate at their own risk. No guarantee can be given in respect of the safety of any person or Resident within the Estate at any given time and the CBHOA and its Trustees shall not be held liable in any way for injury, accident, death or damage to property that may be suffered for any reason whatsoever.

## **6. Advertising Signs**

- a. The Developer shall be entitled to erect and display such advertising signs in the Estate as it in its sole discretion may deem fit, until the end of the Development Period.
- b. Owners or their agents intending to sell or let their Dwelling/Unit shall not be entitled to erect any advertising sign on the Dwelling/Unit without the prior written permission of the Trustees.



- c. The Trustees shall be entitled to prescribe such conditions as they may deem fit regarding the situation and aesthetics of such sign(s).

## **7. Pets**

- a. The local authority by-laws relating to pets apply in the Estate and the Residents shall be bound to comply therewith. It is the duty of the Resident to ensure that they are familiar with the provisions of such by-laws.
- b. Without the written approval of the CBHOA, no person may keep more than two dogs and two cats on an Erf.
- c. No poultry, pigeons, aviaries, wild animals or livestock are allowed on the Estate.
- d. Only Standard size dog kennels will be allowed and must be kept at the back of a Dwelling/Unit, not visible from the front.
- e. Pets are not allowed to freely roam the Estate and dogs must be walked on a leash within the Estate.
- f. Should any excrement be deposited in a street or other Common Area within the Estate, the owner of the pet shall immediately remove it.
- g. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the SPCA.
- h. Residents must ensure that their dogs do not howl or bark incessantly causing a nuisance to other Residents, especially in their absence.
- i. Pets may not constitute a nuisance to other Residents and the CBHOA reserves the right to have a pet removed should it become a nuisance within the Estate. The removal shall be carried out by an independent contractor contracted by the CBHOA. The costs of the removal shall be for the account of the Resident. The CBHOA has unfettered discretion in this regard but will not exercise the said right without first having directed a written notice to the Resident furnishing details of the complaint/complainant and affording the Resident a reasonable opportunity to rectify the cause of the complaint.

## **8. Refuse Disposal**

- a. Residents are not permitted to leave any type of rubbish, materials, building or otherwise, on the pavements of the Estate or anywhere on the Common Property which is outside the 'bin collection area'. Only rubbish in bins will be

collected by Municipal services. Any persons found dumping boxes, plastic bags, garden refuse, etc. within the Estate or in the bin area except for recycling collection will be liable to a fine imposed by CBHOA in its sole discretion and payable by the Resident on demand.

- b. Littering in any area within the Estate, inclusive of the Common Property is strictly prohibited. Anyone seen throwing litter anywhere in, or in front of, the Estate will be required to stop this unacceptable practice. The Trustees reserve the right to implement a fining system for contraventions of this rule. If building rubble is not removed within 7 days from completion of alterations on a Dwelling / Unit, and no specific arrangement has been made with the CBHOA, then the Trustees will contract a removal service, the costs of which shall be for the Resident's account.
- c. An Owner or Occupant of a Dwelling/Unit shall:
  - i. Maintain in a hygienic and dry condition, a receptacle/bin for refuse within his Dwelling / Unit;
  - ii. ensure that before refuse is placed in such bin it is securely wrapped, or in the case of tins or other containers, completely drained;
  - iii. for the purpose of having the refuse collected, place such bin within the area and at the times designated by the Trustees; and
  - iv. when the refuse has been collected, promptly return such receptacle to his Dwelling / Unit.
- d. No refuse bags may be left outside and must always be placed in a bin.

## **9. Perimeter Fences**

- a. There is an electrified fence around the perimeter of certain sections of the Estate. However, the fence is susceptible to malfunctions, broken strands and false alarms where branches contact the fence (especially after rain). Residents residing on the perimeter must keep the branches of trees and shrubs in their gardens pruned to less than 30 centimetres from the electrified fence to prevent damage and unnecessary alarm calls to the security company.
- b. If the Resident fails to carry out this duty and faults or false alarms are found to have been caused by such trees or shrubs, the Trustees will ensure that the pruning is done on the Residents' behalf and any cost thereof, plus an additional fine for non-compliance, will be billed to the account of the Resident.

- c. Tampering with the electric fence will result in an electric shock. No responsibility will be borne by the CBHOA for any injury caused to a Resident because of such unauthorised tampering. In addition, all costs for rectification of damages to the electrified fence will be borne by the Resident who causes the damage or the Resident who invited the person who caused the damage onto the Estate.
- d. The CBHOA is always entitled to enter upon relevant erven in the Estate adjacent to or on which the Estate perimeter security walls and/or fences are erected in order to maintain, repair and replace such wall and/or fences or to inspect it.
- e. Residents must allow the CBHOA or its appointed employees/agents access to/her Unit to cut, remove or prune plants and trees that might interfere with effective perimeter security or are causing a problem of any other kind to the CBHOA and the exercise of its business. Such access must also be allowed for repair, improvements to, additions to and upkeep of Estate boundary walls, perimeter breach detection equipment and electric fencing.

#### **10. Disturbance/Quite Times**

- a. Excessive and unnecessary noise by vehicles, appliances, tools, pets and/or individuals, as determined by the Trustees in their sole and unfettered discretion from time to time, as well as other sources attributable to a Resident constitutes a disturbance of peace in terms of these Conduct Rules.
- b. No Resident shall permit anything to be done in a Dwelling/Unit or on Common Property which constitutes a nuisance or an unreasonable invasion of the privacy of other Residents or permit or make any disturbance or allow their children, guests, or other persons for whom they are responsible, to make any disturbance or noise which in the opinion of the Trustees, in their sole and absolute discretion, would constitute an invasion of the right of privacy of the other Residents.
- c. No activity or hobby, which causes aggravation or nuisance to fellow Residents, may be conducted, including but not limited to auctions and jumble sales, without the prior consent of the Trustees.
- d. In the interests of good neighbourliness, it is required that any entertaining will be contemplated only at infrequent intervals and only after prior consultation with neighbours who may be disturbed or in any way negatively affected by such activities. Excessive and unnecessary noise is not permitted.

- e. The volume of music, electronic instruments, television sets or other sources of noise and partying is restricted to a level acceptable to the Trustees and shall not take place in such a manner as not to be heard in neighbouring Dwellings/Units. The City Council Regulations pertaining to noise, including noise created by domestic animals, shall apply insofar as these Conduct Rules do not deal with the same.
- f. Notwithstanding the above, noise from any sources will be prohibited during the following time periods:

Mondays to Thursdays:	From 22h00 to 08h00
Fridays and Saturdays:	From 24h00 to 08h00
Sundays:	From 13h00 to 16h00 and From 22h00 to 08h00

Also included in the above is noise from any the use of power tools, lawn mowers, and the like (electric mowers are preferred).

- g. Religious customs and observations are welcome in the Estate but must be done in accordance with Municipal regulations and shall not cause a nuisance to other Residents. It is the Resident’s responsibility to ensure an understanding of the Municipal rules and regulations that apply in this regard.
- h. The use of Fireworks is strictly prohibited anywhere on the Estate.
- i. Only silenced generators may be used and only when the electricity supply is interrupted. Generators must not be visible from the road or neighbours and must be appropriately housed and screened off.
- j. A Resident who fails to comply with the aforesaid shall be liable for a fine imposed by the Trustees in their sole discretion.

**11. Storage of Inflammatory Material & Other Dangerous Acts**

A Resident shall not store any material or allow any dangerous activity to be in their Dwelling/Units, on the Common Property or anywhere else in the Estate which may increase the rate of the insurance premium payable by the CBHOA on any insurance policy.

## **12. Eradication of Pests**

A Resident shall keep his Dwelling/Unit free of white ants, borer and other wood-destroying insects and to this end shall permit the Trustees and/or their duly authorised agents to enter his Dwelling/Unit for inspecting the Dwelling/ Unit and/or taking such action as may be necessary to eradicate any such pests. The costs of inspection, eradication and/or replacement of any woodwork or other material which may be damaged by any such pests shall be borne by the Resident of the Dwelling / Unit concerned. If the CBHOA incurs any fees, costs or expenses in this regard, the Resident shall refund to the CBHOA the full amount of the same on demand.

## **13. Occupation Of Unit**

- a. A Dwelling / Unit may only be used for residential purposes.
- b. No Resident may erect or place on any property any external dwelling, wendy house, shack, chicken coup or other similar construction, without the Trustees' prior written consent.
- c. No business or trading may be conducted from a Dwelling/Unit, except with the written permission of the Trustees.
- d. Should it be found that a Resident is conducting itself in contravention of this Conduct Rule, the CBHOA shall be entitled to demand that the Resident immediately cease with such activities, remove any structure erected in contravention of this Conduct Rule and/or issue a fine in its sole discretion, payable by the Resident on demand. Should the Resident fail to remove a structure following a demand by the CBHOA within a reasonable time period, CBHOA shall be entitled to enter upon the Resident's premises and attend to the removal thereof, the costs of which shall be for the account of the Resident.

## **14. Alterations & Renovations**

- a. Owners who wish to undertake alterations and/or renovations to their Dwelling / Unit must appreciate that their proposed activities may affect others within the Estate. It is therefore of the utmost importance that any detrimental impact is kept to an absolute minimum, and all work is completed expeditiously and within the work, period applied for and approved in writing by the Trustees.
- b. It is the function of the Trustees to ensure that all alterations/renovations undertaken are done with reasonable and diligent care and with proper consideration for other Residents.

- c. The Trustees may impose any conditions as they may deem fit to harmonize the architectural style and design (including the materials and colours) of the Estate including any additions/alterations to existing structures, the fitting of gates, awnings, garden huts and sheds or any other addition and/or alteration visible from the outside.
- d. The Architectural Guidelines control and/or prohibit through standards and guidelines:
  - i. site-works effected on any part of the Estate, site works on a Dwelling/Unit, the erection and design of buildings and outbuildings, the architectural and aesthetic styling and finishing of the exteriors of proposed buildings and outbuildings, fences and structures to be erected on Dwellings/Units;
  - ii. any work involving structural alterations or additions to a Dwelling / Unit involving the removal, creation or modification of a wall or any structural part of any Dwelling/Unit, including any alterations, modifications or decorative work which affects the exterior appearance of a Dwelling / Unit;
  - iii. any actions which may affect the aesthetic appearance of any existing Dwelling/Units, which include alterations to the exteriors of buildings and other improvements, the additions of swimming pools, pergolas, awnings, carports, pathways, satellite and/or radio antennae dishes and/or receivers, air conditioning units and/or solar heating systems and panels.
- e. The Trustees may request that any structure be removed where such structure detracts from the overall appearance of the Estate. Residents are therefore requested to obtain approval for any structures prior to the erection thereof, even where specific City Council approval may not be required.
- f. No work may commence until written approval has been conveyed by the Trustees to the Owner. The procedure for obtaining approval is as follows:
  - i. An application, including a sketch plan and written motivation accompanied by an engineer's report, where necessary, shall be submitted to the Trustees for approval in principle. The Trustees, if they consider it necessary, shall be entitled, at the cost of the Owner applicant, to seek the advice of an architect (or other professional) as to the acceptability of the application.

- ii. Professionally prepared plans (which may not deviate from the sketch plan) must be submitted and approved by the Local Authority.
  - iii. A copy of the plans approved by the Local Authority shall be submitted to the Trustees, only after which written confirmation that the work may proceed will be conveyed to the Owner by the Trustees. An agreed date for the commencement of the work shall be arranged and the Trustees shall also supply the Owner with their requirements/information in respect of access to any contractors/workmen, and the maintenance of security within the Estate.
- g. The Owner accepts responsibility for any damage caused by or to them or their contractors to any landscaped area, Common Property or to any Dwellings/Units in the Estate and hereby indemnifies the Developer, other Owners, Residents and the CBHOA against such damage. If after notification by the Trustees, the Owner fails to remedy the damage within the time period required or to the satisfaction of the Trustees, the Trustees shall be entitled to appoint staff or an independent contractor to repair such damage at the cost of the Owner.
- h. A building deposit, as determined by the Trustees in their sole discretion, may be payable by the Owner before any building work commences. The deposit shall be paid into the CBHOA account, with interest accruing for the benefit of the CBHOA in lieu of an administration fee in respect of the building deposit.
- i. The costs of rectifying any damage to Common Property and/or any other charges which the Owner is liable for may be deducted from the building deposit by the Trustees at their sole discretion. If on completion of the alterations/renovations, the Trustees are satisfied that no damage has been affected to any landscaped area or Common Property, the building deposit shall be refunded to the Owner within 1 (one) month of completion of the alterations/renovations.
- j. All properties are required to be uniform in style and colour and each Resident shall properly maintain their Dwelling/Unit exterior in accordance with the standards as set from time to time by the Trustees. Deviations from approved colour schemes for Dwellings/Units will only be permitted with the prior written consent of the Trustees.

- k. Owners may only allow their contractors to work during the following time periods:

Mondays to Fridays:            From 6h00 to 18h00

Saturdays:                        From 8h00 to 13h00

Any work outside these hours will only be allowed by prior written consent of the Trustees.

Note: the above excludes any Construction work which is to be done by the Developer during the Development Period, which works shall be entitled to be carried out at such times as the Developer deems fit.

- l. The Trustees reserve the right to query a contractor's presence on the Estate as well as expel the contractors from the Estate if they are exceeding the allowed hours set out above or not adhering to the rules of the CBHOA. It is the responsibility of the Residents to ensure that the Conduct Rules are followed.

## **15. Penalties**

- a. Any person contravening any Conduct Rules may receive a written warning.
- b. If a Resident fails to rectify or cease a transgression of Conduct Rules (including non-maintenance of a Dwelling/Unit) after written notification of such transgression by the CBHOA, or after expiration of the notice period, then over and above any other remedy available to the CBHOA, the Trustees of the CBHOA have the right to fine such transgressors in such amount as they deem fit.
- c. If any further Conduct Rules are contravened by a Resident or its invites, agents or guests, within a period of 2 (two) months from the date of the written warning, a fine may be levied against the Owner's levy account for each infringement thereafter, and he will be obliged to pay same promptly on demand.
- d. Fines will be regarded as an additional Levy and shall become due and payable with the next Levy payment which is not a Special Levy.
- e. The Trustees of the CBHOA shall determine from time to time the fine amount which may be imposed for various transgressions in its sole discretion.
- f. In the event of the CBHOA instituting any legal action or proceedings against a Resident as a result of any breach of the Conduct Rules such Resident or Owner shall be liable to pay, in addition to the party and party costs, all attorney and client fees and disbursements on the scale as between attorney



and own client, including collection commission, on a scale as determined by the Legal Practice Council from time to time.

- g. Should the transgressor be a guest of a Resident, the Trustees reserve the right to act in terms of this rule against such Resident who shall be liable for the behaviour of its guests. This reservation does not infringe on any other rights which the Trustees may have against such transgressor or Resident.