

ABRAMS CREST HOMEOWNERS ASSOCIATION

CONDUCT RULES

1. INTRODUCTION & INTERPRETATION

- 1.1 These Rules have been made by the Members of the AbramsCrest Home Owner's Association.
The provisions of these Rules shall be binding upon all members and, insofar as they may be applicable, to all persons occupying any unit by, through or under any member whatever the nature of such occupation.
- 1.2 The conduct rules which are set out below are binding on all owners and all persons occupying a section/erf who, in turn, are responsible for ensuring that members of their families and their tenants, invitees and servants comply with the rules.
- 1.3 Happy and satisfying community living is achieved when owners and residents use and enjoy their properties and the common areas in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the Conduct Rules and general consideration by owners and residents for each person, lawfully on the property, will greatly assist in achieving a happy community.
- 1.4 In these Rules, unless it appears to the contrary either expressly or by necessary implication:
- a) "the Association" means the Abrams Crest Home Owners Association;
 - b) "Director" means the Director of the section 21 company of the Association;
 - c) "Dwelling" means any dwelling house and usual outbuildings erected on any subdivision, Erf or Section within any Sectional Title development;
 - d) "Erf" means a subdivision of the land registered in the name of a member. "Erven" is the plural term;
 - e) "Estate" means the Development;
 - f) "Member" means an owner;

- g) "Open Space" means the area within the Estate falling outside the township subdivisions and Sectional Title schemes and which are not owned by any member;
- h) "Owner" means a person who has acquired registered title in the Kwazulu-Natal Deeds Registry to an Erf, a section or an undivided share in an Erf or section and includes the Bodies Corporate of Sectional Titles Schemes within the Estate, and has thereby become a member;
- i) "Property" means in relation to the Estate, any individual Erf or Section;
- j) "Section" means any Sectional Title unit, as defined in the Sectional Titles Act, forming part of a Sectional Title scheme established within the Estate;
- k) "Sectional Titles Act" means The Sectional Titles Act No. 95 of 1986 (as amended) together with the regulations applicable from time to time;

2. MEMBERSHIP

- 2.1 A member shall not in any manner alienate a property unless it is a condition of the agreement of alienation that:
 - a) The proposed transferee has bound himself to the satisfaction of the Association (as a contract for the benefit of the Association), to become a member thereof upon transfer of the property to him;
 - b) The registration of transfer of that property into the name of that transferee shall ipso facto constitute the transferee as a member of the Association.
- 2.2 The registered owner of a property may not resign as a member of the Association.
- 2.3 The rights and obligations of a member are not capable of transfer or cession.
- 2.4 Every member shall observe all conduct rules made by the Association or its directors.

3. CONTROL OF VEHICLES

- 3.1 No person shall drive any vehicle on any road within the Estate in excess of the speed limit indicated by an appropriate sign.

- 3.2 The Association may, if it considers it necessary or desirable to do so, impose a speed limit lower than that referred to in Rule 3.1 above upon such roads or portion thereof as it may deem fit, either temporarily or permanently.
- 3.3 No person shall drive any vehicle at any place within the Estate except:
- a) Upon the brick-paved portions or otherwise constructed portions of the roads as indicated on the general plan of the Estate, and described in the Town Planning Scheme as private roads;
 - b) Upon any other road or tract not referred to in Rule 3.3(a) above. And which usage shall be further indicated by means of appropriate signs;
 - c) Upon any driveway within any residential lot.
- 3.4 All vehicles shall keep to the left-hand side of the road.
- 3.5 The Association 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 international 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 Association may, if deemed necessary or desirable, amend the signage in such manner as it may deem fit.
- 3.6 No person shall use any road within the Estate in such a manner as to constitute a danger or nuisance to any other person or property within the Estate.
- 3.7 No person shall operate any vehicle at any place within the Estate 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).
- 3.8 Right of way within the Estate shall be given to pedestrians and wild life at all places and at all times.
- 3.9 No person shall ride a bicycle, tricycle or any other form of un-powered transport within the Estate where the Association has expressly indicated by signs that it is prohibited.

- 3.10 No vehicle shall enter or leave the Estate at any point except at the main entrance gates provided that, in special circumstances and with the consent of the Association, an alternative point may be arranged.
- 3.11 No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the main entrance gates, provided that the Association may issue to its members a device enabling such members themselves to operate the gates at the main entrance, in which event such provision shall not apply.
- 3.12 No member shall permit the use of a device for operating the gates at the main entrance gates by any person other than a family member, guest or lessee of that member.
- 3.13 No vehicle having a gross weight in excess of 2 tons per axle shall be permitted to enter the Estate except with the prior written approval of the Association who may grant approval on such conditions as it may see fit.
- 3.14 No person shall operate any vehicle in the Estate while he is under the influence of alcohol or any drug, which may in any way impede his ability to properly control such vehicle.
- 3.15 No vehicle repairs may be undertaken on pavements or on the road system within the Estate.
- 3.16 Save as provided for in Clause 3.16, no person shall within the Estate, park or store any vehicle, caravan, boat or trailer anywhere else but at a place designated for such purpose by the Association.
- 3.17 No caravans shall be brought onto the Estate except with the Written consent and subject to such conditions as may be laid down by the Association.
- 3.18 For the purpose of these rules, "Vehicle" shall mean a vehicle as defined in Section I of the Road Traffic Act.
- 3.19 Vehicles parking or entering the Estate are subject to the express condition that it is parked at the owners risk and responsibility and that no liability shall attach to the Home Owners' Association or its

Agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.

4. OPEN SPACE

- 4.1 No person shall anywhere in the Estate, disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, reptile or bird.
- 4.2 No person shall anywhere in the Estate, disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association, save further that the provisions of this rule shall not apply with respect to the exercise by any person of any right granted to him by virtue of an agreement with the Association in regard to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes.
- 4.3 No person shall:
 - a) Light any fire at any place upon the Estate 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;
 - b) Camp or picnic upon any place in the Estate other than at a place which has been specially designated for such purpose by the Association;
 - c) discard any litter or any item of any nature whatsoever at any place in the Estate except in such receptacles as provided, and in such places as may be set aside for such purpose and designated as such by the Association;
 - d) use any open space within the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons within the Estate, or behave in such a way as to create a nuisance to any other persons in the Estate;
 - e) use or conduct himself upon any open space within the Estate in such a manner as may reasonably in the opinion of the Association detrimentally affect the use of such open space or any of the amenities thereon;

- f) Plant any plants, shrubs, bushes or trees within the Estate's open space unless the same has been approved of by the Association.
- 4.4 The Association 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 Estate, 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.
- 4.5 No person shall within the area of the Estate, discharge any fireworks or firearms as defined in the Arms and Ammunitions Act No. 75 of 1969, or any dangerous weapons as defined in terms of the Dangerous Weapons Act No. 71 of 1986, except in self-defence or within an area specifically approved for such purpose by the Association, or with the express written approval of the Association.
- 4.6 No person shall cause a nuisance of any nature in the Estate, and shall at all times observe the provisions of the environmental policy determined for the Estate.

5. DOMESTIC REFUSE

The removal of domestic and other refuse shall be under the control of the Association who may, in exercising their functions in this regard from time to time, by notice in writing to all persons concerned:

- 5.1 Lay down the type and size of refuse containers to be used;
- 5.2 Give directions in regard to the placing of such refuse for collection; no refuse may be left outside the property except for collection on the day of collection. It may not be left overnight;
- 5.3 Require the payment of a reasonable charge for the provision of such containers;
- 5.4 It shall be the duty of every owner or occupier of a property to ensure that such directions given by the Association are fully observed and implemented;

- 5.5 No person shall keep any refuse within or outside his property except in the containers aforesaid;
- 5.6 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 therefore, or as may be approved by the Association from time to time;
- 5.7 Where, in the opinion of the Association, any item of refuse is of such a size and nature that it cannot be conveniently removed by the Refuse Removal Services provided or arranged by the Association may give the person wishing to dispose of such litter such directions for its disposal as it may deem fit;

Household refuse to be left on the driveways of each unit on days to be determined by 08H00. The municipality truck will collect refuse on these given days. No refuse bags are to be left out the night before, and if one misses the collection, refuse bags are to be kept in the resident's property until the next collection day.

6. ANIMALS, BIRDS, REPTILES

- 6.1 The Association shall have the right to act against owners who fail to prevent persistent barking by dogs, or whose pets create any nuisance including uncontrolled wandering on the Estate. Persistent complaints will result in the removal of the pet from the Estate, the cost of which will be for the owner's account.
- 6.2 When any pet is taken outside the members dwelling, dogs must be leashed, it shall be the responsibility of the owner to clear up any fouling of the open space.
- 6.3 Aviaries are not permitted without the prior written consent of the trustees.
- 6.4 No person 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 Estate.
- 6.5 Complaints regarding any nuisance caused by pets must be submitted in writing to the ACHOA who shall have the right to have the said pets removed from the Estate.

7. OCCUPATION OF DWELLING UNITS

- 7.1 The maximum number of persons permitted to occupy any dwelling within the Estate shall be the number of bedrooms in such dwelling multiplied by two.
- 7.2 Notwithstanding 7.1 the Association may, after written application, allow more than the maximum numbers of persons to be accommodated in such dwelling or to have access to the Estate.
- 7.3 An owner or occupier of the Estate shall ensure that he and his visitors or guest do not make or create undue noise. Radios, musical instruments and TV sets, etc must be utilized in such a manner as not to be heard in adjoining homes.
- 7.4 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such area designated for such purpose.
- 7.5 No person shall keep anywhere in the Estate, 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.
- 7.6 Where any property owned by more than one person, the co-owners concerned shall elect one of their members as the liaison officer for the property concerned, and shall notify the Association of the name and address of such liaison officer.
- 7.7 No business shall be conducted on any property save with the consent of the local authority in terms of the town planning scheme applicable to the Estate.
- 7.8 No advertisements or signs, other than those referred to in clause 16.2 or decorative house name boards approved by the Association, may be displayed on the Estate.
- 7.10 No flags or flag poles may be erected on a property within the Estate.

8. LETTING

- 8.1 No member shall let or otherwise part with occupation of his property, whether temporarily or otherwise, unless he has agreed with the prospective tenant or occupier, as a stipulation alteri in favour of the Association, 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 Constitution where applicable;

9. MAINTENANCE OF PROPERTY

- 9.1 Every member who is the owner of a property shall be obliged to keep and maintain his property in a good state of repair, due regard being had to the concept of the Estate being an upmarket housing development.
- 9.2 Every member shall ensure that at all times his lawn and garden area are well maintained, due regard being had as to the aesthetic requirements and standards imposed by the Association.
- 9.3 Any member who contravenes the provisions of this clause, and who after due notice has been given to him by the Association to remedy such fault or omission, fails to rectify, repair or remedy the same, shall be liable to pay any costs incurred by the Association in rectifying, repairing or remedying such fault or omission. In giving effect to this, the member may not refuse the Association or its duly appointed agent or employees entry into his property for the purposes of carrying out the provisions hereof.
- 9.4 No member shall deviate from the restrictions imposed by the Association relating to compliance with the nature and amenity of the Estate, and shall be obliged to strictly adhere to the requirements, terms and conditions relating thereto.
- 9.5 Swimming pool water may not be emptied into the sewer system but must be channelled into the storm water system.

10. DOMESTIC HELPER

- 10.1 Such member wishing to employ a domestic helper shall submit, to the Association, such person's full names, current physical address, duration of employment if currently employed by the member, and all particulars relating to such proposed employment as the Association may deem necessary.
- 10.2 The Association shall be entitled to request the removal of the domestic servant, where it is of the opinion that the proposed domestic servant is either unsuitable or would involve a security risk if employed within the Estate.
- 10.3 The Association may, in addition, impose certain terms and conditions relating to the domestic helper's employment where it deems such imposition necessary.
- 10.4 A member owning a dwelling may employ more than one domestic helper, such domestic shall be entitled to "live in' on the property. The domestic helper may only live in the house where he or she has access to ablution facilities. No domestic helper may be housed in the garage or temporary structure built for this purpose.
- 10.5 A member owning a property shall be obliged to provide such ablution facilities as may be required by a domestic helper employed by such member.
- 10.6 The Association may issue to such domestic helper an identification card to facilitate entry to the Estate, which he or she shall be issued on such terms and conditions which the Association may wish to impose, provided that any abuse of the use thereof will constitute a material breach of the conditions of the domestic servant's employment and render such person liable for immediate dismissal.
- 10.7 Any member employing a domestic helper shall be liable to the Association for such domestic's conduct and behaviour within the Estate as well as for any visitor of such domestic helper who enters the Estate, provided that such visitor shall not be entitled to enter the Estate unless the member has complied fully with the provisions of Rule 10 hereof.

10.8 For the purposes of this clause, a member shall include any person who occupies or lets a property under the provisions of Rule 8.

10.9 No domestic helper may have an overnight visitor on the Estate except with the express permission of the Association,

11. PAYMENT OF LEVIES AND OTHER AMOUNTS OWING TO THE ASSOCIATION

11.1 The amount levied upon each member under the provisions of Article 23, shall be paid by such member to the Association monthly in advance on the 1St day of each and every month, for the duration of the member's ownership of his property, subject to the terms and conditions of the constitution.

11.2 All other amounts payable to the Association are to be paid as soon as the account is rendered,

11.3 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 Association but not exceeding the rate of interest charged from time to time by the First National Bank on its prime overdraft rate plus 6%per annum calculated monthly in arrears.

11.4 All levies 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.

11.5 In the event of the Homeowners Association instructing an attorney to take 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 Constitution and Rules, then such member shall be liable to pay all legal costs incurred thereby on the attorney and client scale, plus collection commission.

11.6 In the event that a member owes the Association an amount in excess of R500 and the amount is not in dispute, such member will

lose his rights as member to vote at any annual general or extraordinary general meeting of the Association.

- 11.7 No property may be transferred without a certificate by the Association confirming that all levies and other amounts owing by the member to the Association have been paid in full.

12. BREACH OF RULES

- 12.1 In the event of any breach of these rules by the members of any members household, his guests or lessees, such breach shall be deemed to have been committed by the member himself.
- 12.2 Notice of breach shall be given in writing to the member guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such member, and shall contain the following information:
- a) The nature of the breach;
 - b) The time period, if applicable, in which the breach is to be remedied;
 - c) The fine imposed by the Association on the member for committing such breach;
 - d) The time, date and place of the hearing at which the Association's Committee will adjudicate upon the breach if the member wishes to implement Rule 12.4;
 - e) Any other information the Association may deem necessary.
- 12.3 Notice will be deemed to have been duly given if such breach notice is hand delivered to the member's address stated in Rule 12 by either affixing such notice to a prominent fixture on the property or by placing the notice in the member's appointed letter/post box or by means of a registered address.
- 12.4 In the event of any member disputing the fact that he has committed a breach of these rules, a Committee consisting of the Chairman together with two other members appointed by the Association from time to time, 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 Chairman may direct.

12.5 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 hours or part of such period during which such offence continues.

13. FINES

13.1 Any person who contravenes or fails to comply with, any provision of these clauses 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 R 1000 which penalty shall be decided upon by a fining committee.

13.2 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, no transfer of the member's property shall be registered.

13.3 Any fine imposed upon any member shall be deemed to be a debt due by the member to the Association, and shall be recoverable by ordinary civil process.

14. SALE OF PROPERTIES

Owners should ensure that prospective buyers are provided with a copy of the Associations Conduct Rules prior to the conclusion of a Sale Agreement.

15. CONSTRUCTION OF DWELLINGS AND ALTERATIONS THERETO

15.1 The Association, in order to procure compliance with the nature and amenity of the Estate, shall control the right of any member to erect or build any dwelling unit or other structure on any member's property which dwelling or structure shall during and after the development period, strictly adhere to the architectural guidelines imposed by the developer from time to time and be subject to such rights of control which have been conferred upon the developer.

15.2 The Association's right of control shall include any extension or addition to any existing dwelling unit or other structure, which when erected or constructed is visible from the outside of the building.

- 15.3 Swimming pools must be submitted to, and have approval from, the municipality, as well as the Association before construction commences.
- 15.4 Any member wishing to erect or build any dwelling unit or structure on his property or make any extensions or additions thereto, shall submit to the Association such approved plans, drawings and ancillary documents as may be necessary in the opinion of the Association to grant approval thereto, provided that the Association:
- a) In its sole discretion may approve, refuse or require such amendments to be made to such application that are deemed necessary to comply with the nature and amenity of the Estate;
 - b) May grant its approval subject to such conditions it deems applicable;
 - c) Must grant its approval in writing.
- 15.5 Any contract entered into with any Contractor, sub-contractor or supplier by any member in relation to the construction of any dwelling or any extensions and additions must be made subject to the Rules of Conduct for contractors, subcontractors and suppliers, copies of which can be obtained from the office of the Association. Failure to adhere to this rule or failure by the contractor, sub-contractor or supplier to adhere to the rules relating to such parties activities, could result in the suspension of building activities and/or disciplinary procedures by the Association against the member concerned.

16. SECURITY

- 16.1 The Association shall provide access control for the Estate, and additional security, which may be decided on by the homeowners committee.
- 16.2 All security measure in force from time to time shall be strictly observed at all times by all persons within the Estate.

17. FENCE

- 17.1 Owners can only erect the type of fence or wall as laid down in the Architectural Guidelines and the Association.