



CONDUCT RULES

Of the

ZINI RIVER ESTATE

HOME OWNERS' ASSOCIATION

("The Association")

**(including the Iliza Bay and Storage Units Sectional Title
Developments)**

These Conduct Rules were approved at the AGM Held on 30 August 2022.

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1. INTRODUCTION

ZINI RIVER ESTATE (ZRE or the Estate), (which includes the Iliza Bay Sectional Title Development (Iliza Bay Body Corporate or IBBC) and the Storage Units Sectional Title Development (previously known as the Equestrian Centre) (Storage Units Body Corporate or SUBC), has been designed to provide a gracious and secure lifestyle for its residents. To protect and enhance the lifestyle, Estate Rules have been established in terms of Section 9 of the Memorandum of Incorporation (MOI). They are binding on all person's resident on or visiting the Estate and shall be administered by the Directors of the Board of the ZRE Homeowners Association (ZREHOA).

The registered owners of a Sub-division on the Estate or a Unit in the IBBC or the SUBC are responsible for ensuring that members of their households, tenants, visitors, invitees and all their contractors or employees, which include tradespersons, service providers and suppliers, (together all referred to herein as Tenants or Visitors) are aware of and abide by the Conduct Rules. Tenants have the same responsibility with respect to their households, and visitors. The Conduct Rules may be modified, amended, or repealed from time to time subject to the procedure laid down in the MOI, which vests the ultimate control over the Conduct Rules in the Board.

Members and Tenants and Visitors must acquaint themselves with the MOI, the Conduct Rules, and the Estate's Architectural and Development Guidelines (ADG's), and all Associated Documentation forming part of the ADG's. Ignorance of the provisions of the MOI, the Conduct Rules, and the ADG's shall not constitute a reason for non-compliance, or for avoiding the prescribed consequences of a breach of the MOI, the Conduct Rules, or the ADG's.

2. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

2.1 In these Conduct Rules, unless it appears to the contrary, either expressly or by necessary implication, the word and expressions as defined in the MOI, shall bear the same meaning in these Conduct Rules as in the MOI.

Unless the context otherwise requires any words importing the singular number only shall include the plural number and *vice versa*, and words importing any one gender only shall include the other gender as well as juristic persons.

In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:

2.1.1 The "Association" means the ZINI RIVER ESTATE HOME OWNERS' ASSOCIATION (ZREHOA or the Estate) as created in the Memorandum of Incorporation (also referred to as the MOI).

- 2.1.2 The “Board” means the Board of Directors from time to time of the Association, as elected in terms of the MOI, as represented in the day-to-day management of the Estate by the Estate Manager.
- 2.1.3 The “Common Property” means the common property to be managed and controlled by the Association as defined in the MOI, and includes, without limitation, the roads, and Conservation Areas on the Estate.
- 2.1.4 “ZINI RIVER ESTATE” (the Estate) means the Township established on the development area, to be managed and controlled by the Association, as represented by the Board, or by the Estate Manager appointed by the Board to manage the Estate.
- 2.1.5 “Estate Manager” means the person appointed by the Board to represent the Board in the day-to-day management of the Estate, or persons reporting to the Estate Manager, duly authorised by him/her.
- 2.1.6 “Iliza Bay” or “IBBC” shall mean the Iliza Bay Sectional Title Development, as represented by the Board of Trustees of the Iliza Bay Body Corporate.
- 2.1.7 “Member” means a member of the Association. The term “Member” generally has the same meaning as “home owner”, “Subdivision Owner” or “Unit Owner”, but is more exact and ties in with the MOI. For this reason, “Member” is used in preference to “home owner” or “owner”, and, where applicable a reference to “Member” or “Owner” will be deemed to include the household, tenants, employees, contractors, invitees and guests of such Member/Owner.
- 2.1.8 “Directors” means the Directors for the time being of the Zini River Home owners Association, who form the Board of Directors of the Association, and act on behalf of the Association, as more fully described in the MOI.
- 2.1.9 “Storage Units” or “SUBC” means the Storage Units Sectional Title Development as represented by the Board of Trustees of the Storage Units Body Corporate or SUBC.
- 2.1.10 “Subdivision” or “Erf” means one of the 269 erven on the Estate.
- 2.1.11 “Tenant” shall mean any tenant where the lease has been approved by the Association, and, where applicable a reference to Tenant will be deemed to include the household and Visitors of the Tenant.
- 2.1.12 “Unit” shall mean one of the 56 units in Iliza Bay or the 29 units in the SUBC.
- 2.1.13 “Vehicle” means any form of conveyance, whether self-propelled, or drawn by machine, animal, or human agency.

- 2.1.14 “Visitor” means the household of a member or tenant, or the visitors, invitees and all their contractors or employees, which include tradespersons, service providers and suppliers of such Member or Tenant.
- 2.1.15 “POPIA POLICY” means the internal POPIA policy which applies to the ZREHOA and all its employees in terms of the Protection of Personal Information Act 4 of 2013 as may be amended, substituted or varied from time to time.
- 2.2 It shall be the responsibility of every Member to ensure that all members of his/her household, Tenants, and all Visitors are fully aware of the provisions of the MOI, and these Conduct Rules. In the event of any breach of the Conduct Rules by the Member, members of his/her household, Tenants, or Visitors, or the members of the household or Visitors of the Tenant, such breach shall be deemed to have been committed by the Member himself/herself.
- 2.3 Where there is an unreconcilable conflict between the Conduct Rules and the MOI, the MOI shall prevail.

3. DOMESTIC REFUSE

- 3.1 Subject to the provisions of the services agreement entered between the Association and the local authority, the removal of domestic / household refuse shall be under the control of the Association which may, in exercising its functions in this regard from time to time by notice in writing to all persons concerned:
- 3.1.1 wheely bins – preferably colour green is required to be used.
- 3.2 All refuse, must be kept in the wheely bins, which must be placed out of sight of roads, except when put out for collection and then only until the refuse has been collected, at which stage the container should be removed promptly.
- 3.3 Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Association may give directions as to the manner, in which such refuse must be disposed of.
- 3.4 The Association supports recycling, and all recyclable products must be recycled in a manner as directed by the Association from time to time.

4. DOMESTIC ANIMALS

4.1 By reason of the fact that the Estate is an Eco Estate adjacent to a Nature Reserve and is sensitive to fauna and flora and, in particular, the biodiversity of the Conservation Area forming part of the Estate, the keeping of domestic animals shall be restricted to protect the ecology of the Estate.

4.2 Members that issue pins to their guests / visitors must inform them that when they enter the Estate, their animals will not be allowed.

4.3 Taking into consideration the type of domestic animal that a member intends to keep on the Estate, the Board may, from time to time, prescribe rules and conditions regarding the keeping of any such animal(s). The following Rules and conditions apply:

4.4 CATS

Due to the ecologically sensitive nature of the Estate, and in relation to the keeping of cats on the Estate, the following Rules apply:

4.4.1 the keeping of cats on the Estate is prohibited.

4.5 DOGS

Due to the ecologically sensitive nature of the Estate, and in relation to the keeping of dogs on the Estate, the following Rules apply:

4.5.1 The keeping of a maximum of two dogs per household is permitted, subject to containment of such dogs in a fenced area, such fenced area to be to the satisfaction of the Board.

4.5.2 Notwithstanding the provisions of clause 4.4.1 above, in the event that, at the time of publication of these revised Conduct Rules, a Member or Tenant should have more than 2 dogs on his/her Property, then such Member or Tenant shall, within 14 days of publication of these revised Conduct Rules, submit a written declaration regarding such existing dogs to the Board, together with photographs of such dogs, and a motivation relating to the keeping of more than 2 dogs on the property in question;

4.5.3 Whenever any new or replacement dogs are brought onto the Estate, or when any puppies are born, then the Member or Tenant who wishes to introduce such new dogs onto the Estate shall submit a declaration to the Board, providing photographs of such new or replacement dogs, together with a motivation relating to the keeping of more than two dogs on the property in question;

- 4.5.4 Dogs shall at all times be kept within the containment area of the property in question, provided that, if taken out of such containment area, the dogs shall at all times be kept on a leash and shall not be allowed to roam the Estate, even when in the presence of the Owner, Tenant or minder;
- 4.5.5 All Owners, Tenants or minders that take dogs for walks on leashes must please carry a bag to pick up any faeces;
- 4.5.6 Where any breach of the rules set out in this clause 4.4 occurs, or where a dog is found outside of the premises of an owner without being on a leash, the following penalties will apply:
- First breach of these Rules: Written Warning
 - Second breach of these Rules: R500 Penalty
 - Third or subsequent breach: R1000 Penalty
- 4.6 Should any Dog kept on the Estate become a nuisance or endanger any fauna of flora, the Board may by thirty (30) days written notice to the Member or Tenant require that such animal be removed from the Estate.
- 4.7 No vicious Dogs may be kept on the Estate.

5. TRAFFIC / PEDESTRIANS

- 5.1 The movement and control of traffic and pedestrians are subject to these Conduct Rules and to the security and access rules and regulations of the Estate and all relevant National and Provincial Traffic Legislation and the Rules and Regulations promulgated thereunder.
- 5.2 Furniture removal vehicles are not allowed on the Estate and all furniture shall be brought in and taken out of the Estate with a furniture shuttle vehicle not exceeding 3 tons.
- 5.3 Motorised vehicles, including golf carts, shall be driven on the Estate roads only by persons who hold a valid current driver's licence which would permit them to drive that vehicle on a public road within South Africa.
- 5.4 No person shall drive any vehicle on any road within the Estate at a speed in excess of 40km per hour. A lower speed limit may be imposed by the Association where appropriate, with the speed limit on all roads within Conservation areas being 20km per hour.

5.5 The following penalties will apply, in the event that a vehicle has been determined, through the use of camera or other equipment to have exceeded the applicable speed limit:

Speeding Penalties structure:

Speed above the applicable limit	Penalty
>5.0 - ≤10.0 kmph	R200
>10.0 - ≤15.0 kmph	R400
>15.0 - ≤20.0 kmph	R800
>25.0 kmph	R1600

it being specifically recorded that the Member shall be responsible for the payment of the penalty imposed on any member of the household, or Tenant, or Visitor of the Member.

5.6 Animals, birds and wildlife shall always have the right of way within the Estate and vehicles shall be brought to a stop whenever necessary to allow such animals, birds, and wildlife safe passage.

5.7 The Association may, by means of appropriate signage designed specifically for the Estate, give directions as to the use of roads and any portion of the roads and Common Property and failure by any person to obey this signage shall be a contravention of these Conduct Rules.

5.8 All persons on the Estate shall observe and comply with the provisions of any road traffic legislation applicable to the KwaZulu-Natal Province as fully and effectively as though the Estate's roads are public roads as defined in such legislation, provided that, nothing in this clause shall affect the validity of rules, speed limits and penalties imposed by the Board or constitute the roads in the Estate as public roads.

5.9 No person shall store any motor vehicle, golf cart, caravan, boat, or the like in any place on the Estate except in a structure built for this purpose or in a place approved in writing by the Design Review Committee of the Board. None of the above vehicles etc shall be left overnight on any road or any other place in the Estate.

5.10 No vehicle may at any time block the thoroughfare of other vehicles on any road in the Estate.

5.11 Vehicles shall be parked in designated parking bays only on roads and hard surfaces.

5.12 Where any breach of the rules set out in this clause 5 occurs, and where such breach is not covered by the Penalties referenced in clause 5.5 above, the following penalties will apply:

- First breach of these Rules: Written Warning
- Second breach of these Rules: R500 Penalty
- Third or subsequent breach: R1000 Penalty

6. OPEN SPACE AND ENVIRONMENTAL CONTROL

6.1 The Association shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the erven and Common Property, the erection of walls, fences, and hedges, and shall have the right to trim hedges and trees.

6.2 No person shall do anything that detrimentally affects the amenities, flora, and fauna of the Estate, or unreasonably interfere with the use and enjoyment of the Common Property.

6.3 No person shall discard any litter or any item of any nature whatsoever anywhere on the Estate, except in receptacles set aside for this purpose by the Association.

6.4 No overnight camping and or picnicking shall be permitted except at a place set aside for the purpose and designated as such by the Association.

6.5 No fire or braai shall be lit ANYWHERE ON THE COMMON PROPERTY OF THE ESTATE, except in such places as may be designated for the purpose by the Association or in an approved and a properly constructed fireplace or braai.

6.6 No person shall do any gardening or landscaping or encroach in any way, including the disturbance, trimming or removal of any plants whatsoever, on the Common Property without the express prior written agreement of the Association in regard to the nature and extent of such gardening or landscaping activity or encroachment or disturbance. No person shall, unless authorised by the Association in writing and in advance to do so, pick or plant any flowers or other plants on the Common Property.

6.7 Subject to any Environmental or Planning Law or regulation made in terms of such laws, the Association shall be entitled to prohibit or restrict access to any part of the open space in order, to preserve the natural flora and fauna, and no person shall enter such prohibited or restricted area without the advance written consent of the Association, and then on such terms and conditions as the Association shall prescribe.

6.8 The driving of motorised vehicles in the Common Property is confined to roads and driveways.

- 6.9 No person shall discharge a firearm, air rifle, bow or any similar weapon anywhere on the Estate or publicly display any such weapons.
- 6.10 Hunting is prohibited on the ESTATE and the trapping of birds and animals and setting of snares are specifically prohibited, provided that nothing in this clause shall impact on the right of the ESTATE to authorise the trapping of feral cats or other vermin, or any activities associated with the proper management of the fauna on the ESTATE.
- 6.11 Members and Tenants are required to keep the exterior of their dwellings in a good state of repair and their erven tidy. Should a dwelling or erf fall into a state of disrepair, or should an erf become unsightly, the Association shall call upon such Member and/or Tenant to rectify the situation, detailing what remedies are required and giving the Member and/or Tenant a reasonable period for commencement and completion of the remedial work required. If the Member and/or Tenant fails to comply with the Associations' requirements within the stipulated times, the Member shall be in breach of the Conduct Rules and the Association may proceed in terms of Clause 14 of these Conduct Rules.
- 6.12 All Members, Tenants, and Visitors shall be obliged at all times to observe and adhere to any provision or condition contained in any Environmental Management Plan approved by any competent authority in respect of the Estate.

7. ACCESS CONTROL

In order to ensure adequate security for the ZREHOA and its MEMBERS the following security measures shall be implemented:

- 7.1 The Estate's entire perimeter will be fenced with the exception of the river frontage. The fencing material will be small game permeable in order to allow the migration of fauna between the Estate property and the adjoining uMlalazi Nature Reserve, the Golf Course and the adjacent Sugarcane Farm.
- 7.2 The fence shall be electrified and alarmed to warn of unauthorised access.
- 7.3 The entrance to the Estate will be controlled by a gatehouse which will be erected on Erf 287 which belongs to the Association. The gatehouse shall be controlled by security personnel and shall contain the necessary infrastructure to enable such personnel to monitor *inter alia* the electric fence, and to control access to the Estate by vehicle and pedestrian traffic.
- 7.4 All Members, their households, Tenants, and Visitors, shall be obliged at all times to observe and adhere to any provision or condition contained in any Security or Access control Policies or Procedures issued by the Board from time to time.

8. ADMINISTRATION

- 8.1 Levies become due from the date of transfer of the property or unit and are payable **monthly in advance on the first day of each and every month.**
- 8.2 Clearance certificates, issued by ZREHOA, will not be issued in order to enable a transfer to be affected until such time as the Seller's levies including all other monies and interest owing, together with three months advance levies are fully paid up.
- 8.3 Interest will be charged on all levy and other accounts in arrears at an interest rate to be determined by the Board from time to time, in addition to an Administration fee to be determined by the Directors, from time to time.

9. LETTING, RESALE AND OCCUPATION BY MEMBERS' GUESTS OF PROPERTIES

- 9.1 The following rules, read with 2.2 above, shall apply to the letting and resale of property on the Estate:
- 9.1.1 Only an Estate or Property Agent approved by the Association may be employed in the sale or letting of any Subdivision or Unit on the Estate, which approval may be withdrawn by the Association in its discretion.
- 9.1.2 Such agents must operate on a "by appointment" basis. They may not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever on the Estate, or within 50 meters of the entrance to the Estate, and they must personally accompany prospective buyers or tenants onto the Estate and onto the property to be sold or let.
- 9.2 An Estate Agency / Agent must register their agency and agents at the security office. A portfolio of the agency must be handed into the Estate office with relevant documentation of all their qualified Agents working / selling on the Estate. The Agency or Agent will abide by stipulated procedures applicable to the sale or letting of Subdivisions or Units on the Estate, and in particular, will make any buyer aware of the MOI, the Conduct Rules, the Architectural and Development Guidelines, and any other relevant considerations applicable to ownership or occupancy of a Subdivision or Unit on the Estate. Any document prepared by the Agent containing an offer of sale or an offer to purchase must include such clauses as the Association may reasonably require from time to time.
- 9.3 Tenants to whom Subdivisions or Units properties are let or leased are obliged to abide by all requirements of the MOI, the Conduct Rules, and the Architectural Design Guideline's (ADG's). The agent who is letting a property is obliged to supply such tenants with copies of the MOI, and the Conduct Rules, and ADG's.

- 9.4 Where a member sells or lets a Subdivision or Unit, without using the services of an Accredited Estate Agency, the provisions of Clause 9 will apply to such Owner. To ensure that all requirements of the MOI, the Conduct Rules and the ADG's are complied with, such Member is required to advise the Association in writing of his/her intention to sell his/her Sub-Division or Unit without using the services of an Accredited Estate Agency.
- 9.5 Members or their Accredited Estate Agents are required to give the Association prior written notice of any invitees or guests who are to occupy the Member's property in the absence of the Member. This must be done in writing, by giving the name of the tenants or guests, ERF / Street address / Unit and the dates of their occupancy.
- 9.6 Where a Member wishes to lease a Subdivision or a Unit to a third party, the Owner concerned, or the Accredited Estate Agent appointed in writing by such Member, such appointment to be disclosed in writing to the Association of the letting and hiring of the Subdivision or Unit concerned setting out the details of the proposed lease, and confirming compliance by the Member, the Agent, and the proposed Tenant with the requirements of clause 9.7 of these Conduct Rules, or such other requirements as the Association may reasonably require from time to time.
- 9.7 Access to the Estate may be denied to Tenants, Members of their households, and Visitors should the tenant or anyone for whom the tenant is responsible, transgress the MOI, the Conduct Rules or any other rules, regulations, or bylaws of the Estate.
- 9.8 The Association shall be entitled to refuse to provide a clearance certificate in terms of clause 2.1.3 of the MOI, indicating its consent to the alienation of a Subdivision or a Unit or to approve any building plan or plan for the modification of a Subdivision or Unit for as long as any Member is in breach of any provision of the MOI, the Conduct Rules, or the ADG's.

10. CONDUCT AT ZINI RIVER ESTATE

- 10.1 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 other area of a Subdivision or Unit designed for such purpose. Washing lines, twirl dry's etc. must be below the level of the yard walls.
- 10.2 The lighting or discharge of fireworks is not permitted anywhere on the Estate.
- 10.3 All construction activities on the Estate shall be undertaken in strict compliance with the ADG's, and the Protocols and Agreements signed in terms of such ADG's. No unauthorised persons are allowed onto building sites under construction. All building sites must be properly screened and secured, and workers must be transported safely by vehicle by the Contractor onto any building site.

Contractor workers are not allowed to walk to or from sites. All contractors shall use the main entrance for all purposes including but not limited to the transporting of workers to and from site and the delivery and removal of building materials. The entrance time for construction time is 6:30 and all contractors shall leave the estate by no later than 17:00. No construction shall take place on weekends or public holidays without the express permission in writing of the Association.

- 10.4 No person shall make or cause to make any unacceptable disturbance or excessive or undue noise, which constitutes a nuisance to other persons.
- 10.4.1 Burglar alarms must comply with any regulations which the Association may institute from time to time.
- 10.4.2 All vehicles, but particularly motorcycles and quad bikes, must be fitted with and operate efficient and silencer systems.
- 10.4.3 The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery which may disturb neighbours is strongly discouraged after normal working hours, unless there are exceptional circumstances. These activities are, however, prohibited after 13:00 on the following days: Sundays and Official Public Holidays,). All building work, whether undertaken by a contractor or by a member, must be done during the hours stipulated by the Association from time to time for building contractors, unless written approval for an exception is given in each instance by the Association.
- 10.4.4 All undue noise must cease between 17h00 and 07h00. In the case where permission is given for a party or function in terms of clause 10.4.5 hereof, all noise must cease by 23h00.
- 10.4.5 Where any Member or Tenant wishes to hold a party or function that will involve more than 30 (thirty) guests, whether other members or residents of the Estate or not, such Member or Tenant must, at least 5 (five) working days prior to the date of the party or function, advise the Association in writing of the date and starting and ending times of the function, the number of guests, and of the arrangements that have been made for:
- the access of guests and service providers;
 - parking of guests or transportation of guests from and to the venue;
 - any other considerations raised by the Association.
- All such arrangements are subject to the approval, on reasonable grounds, of the Association.

- 10.5 In order to maintain the low-density residential nature of the Estate, no Member shall accommodate nor allow to be accommodated more than two persons per bedroom.
- 10.6 Members must ensure that their children and the children of members of their households, and Visitors do not pose a safety threat to themselves or to any other person on the Estate. Tenants shall have the same responsibility as regards their households and Visitors.
- 10.7 No unauthorised person shall interfere with the security arrangements of the Estate or the activities of its appointed security staff. All security personnel shall be treated with respect. Disrespect to security staff will attract such penalties as may be determined by the Board from time to time.
- 10.8 No person shall do anything or cause anything to be done which constitutes unacceptable behaviour or which may affect good order on the Estate.
- 10.9 Where otherwise specifically provided by the Association in each case, no motorised watercraft of any nature, including ski-boats and jet skis shall be launched from the property or moored overnight anywhere on the water's edge of the Estate.
- 10.10 Members may launch non-motorised watercrafts from specially designated areas on the Estate, but it is the Member's responsibility to ensure that the Member complies with any relevant Legislation governing the use of the river and/or the use of the non-motorised watercraft concerned.
- 10.11 Swimming shall be entirely at the Members or Tenants risk subject to the member complying with any applicable Legislation relating thereto. Swimming by Members or Tenants, their households, or Visitors in the uMlalazi River shall be entirely at the risk of the Member or the Tenant concerned, subject to the Member or Tenant, their households, and Visitors complying with any applicable regulations or Legislation relating thereto.
- 10.12 Fishing or harvesting of any organisms in the uMlalazi River shall be allowed subject to the Member or Tenant, complying with any and all applicable rules and regulations relating to, '*inter alia*' licences, and the type and size of fish or organisms that may be caught/harvested. The Member or Tenant shall ensure that the fishing or harvesting activity shall not cause a nuisance to or interfere with any other persons' use and enjoyment of the Estate. To this end a Member may not gut fish at the water's edge, leave unattended lines in the water and shall remove all unused bait and other materials from the area upon completion of fishing/harvesting.

10.13 The Association specifically draws the attention of Members and Tenants to the fact that all river related activities are strictly regulated, in particular by Ezemvelo KZN Wildlife (EKZNW) and where any rule of the Association conflicts with such regulations then the rule that results in the greatest protection of the Environment will take precedence. It is the responsibility of each Member and Tenant to acquaint themselves with the Rules and Regulations set down by any competent authority for the use of the river and the rules as set out in clauses 10.11 to 10.15 are intended as a guide ONLY.

10.14 Any reference to the river in these rules includes the admiralty reserve.

10.15 Drones may not be operated in the ESTATE, not for private, public or any other reasons.

11. COMMERCIAL ACTIVITY

11.1 The Association may regulate commercial activity on the Estate, and it is expressly required that any application for a trading licence receive the prior approval of the Board, with such approval to be on such terms and conditions as the Board may stipulate in each instance, having particular regard to the security and access control issues associated with a commercial activity being conducted from the Estate.

11.2 For the purposes of this clause 11, it is specifically recorded that “working from home” shall not be regarded as a “commercial activity”, unless working from home requires customers, staff, service providers or contractors to have regular access to the Estate, or where the commercial activity concerned causes heightened risk to the Estate, or the likely disturbance of the residential nature of the Estate.

11.3 No advertising board may be displayed anywhere on the Estate other than the standard architectural building board during initial construction of a dwelling, except with the written permission of the Association.

11.4 No door-to-door canvassing or door to door selling is permitted on the Estate.

12. MISCELLANEOUS REGULATIONS

Solar Power and Mechanical Generators

12.1 With the increased efficiency and lower cost of solar power systems, solar power installations are strongly favoured on the Estate, and accordingly, the operation of Generators should be kept to a minimum.

12.2 Where a Member or Tenant wished to introduce a new mechanical generator into the Estate, an application for the introduction of such a generator, together with a motivation for the use of a generator, shall be made to the Board.

12.3 Permanent automatic generators:

12.3.1 Where a permanent mechanical generator has already been installed on the Estate as at the date of publication of these revised Conduct Rules, or where approval is given by the Board for the installation of a new generator, the following provisions shall apply:

- a) A residential silencer must be fitted to all mechanical generators.
- b) All generators must be housed in an aesthetic acoustic enclosure to reduce the noise level to below 65 db.
- c) A certificate of competency for electrical installations must be provided to the Association on request.
- d) The placement of the generator must be of such nature that it is not unsightly and does not create any inconvenience/ disturbance to neighbours.

12.4 Portable Generators:

12.4.1 Noise levels cannot be intrusive to neighbours and cannot exceed 65 dBA.

12.4.2 Exhaust emissions must not exceed those governed by National Environmental Management: Air Quality Act and Municipal By-laws.

12.4.3 The generator must be installed in a position that is hidden from view.

12.4.4 Only minimal spare petrol or diesel is allowed to be stored in a safe and secured area out of sight.

12.4.5 No generators are allowed to run between 22h00 – 05h00.

13. PROCESSING OF PERSONAL INFORMATION

13.1 The Association is registered in terms of the POPI Act 4 of 2013 and there for each member and tenant will be required to sign a consent to process their personal information in terms of the POPIA.

13.2 The Association has adopted the following policies in accordance with section 51 of the Promotion of Access to Information Act 2 of 2000 and regulation 4(1) of the Protection of Personal Information Act 4 of 2013 which policies will be made available on the website of the Association and the hard copies will be available on request at the security office:

13.2.1 POPIA compliant PAIA manual

13.2.2 POPIA policy

13.2.3 Data security policy

13.2.4 Privacy policy

14. FINES AND PENALTIES

14.1 Any person who contravenes or fails to comply with any provision of these Conduct Rules, or any conditions imposed by or directions given in terms of the Conduct Rules, shall be deemed to have breached these Conduct Rules and will in the entire discretion of the Board for the time being of the Association be subject to any penalties imposed by the Board having regard to the circumstances and which may include the imposition of a financial penalty which amount shall not exceed R1000 (one thousand rand) for each separate offence, adjusted for inflation from time to time, or as revised by the Board from time to time.

14.2 In the event of a breach by a Member or a Tenant, or by member of the household of the Member or Tenant, or a Visitor of a Member or Tenant the Member concerned shall be responsible for remedying the breach within the time period laid down by the Board and shall be liable for the payment of any penalties imposed by the Board.

14.3 In the event of a continuing offence, any person subject to these Conduct Rules who contravenes or fails to comply with any of the provisions of the Conduct 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 thereof during which such offence continues and shall be liable for a penalty in respect of each such separate offence.

14.4 Any fine imposed on a Member, in terms of the Conduct Rules, shall be a debt due and payable to the Association by the Member on demand.

14.5 The imposition of penalties is subject to the relevant provisions of the MOI.

14.6 Should a member fail or refuse to comply with these Conduct Rules, the Association may take whatever action may be necessary and appropriate in the circumstances and recover from the Member any costs incurred in taking such action without prejudice to its rights to recover any financial penalties or to enforce other penalties imposed.

15. COMMUNICATIONS

- 15.1 Official communications from the Association, the Estate and the Board to Members will be sent by email to the email address provided by each Member to the Estate Manager for this purpose.
- 15.2 Where a Member leases a Subdivision or a Unit to a Tenant, the Member shall provide an email address of the Tenant which shall be used by the Association, the Estate, and the Board to communicate officially with such Tenant.
- 15.3 Unreturned emails sent to the email address provided to the Association by the Member and/or Tenant, and used by the Association, the Estate and the Board shall, unless proved to the contrary by the Member or Tenant concerned, shall be deemed to have been received by the Member or Tenant concerned.
- 15.4 In giving effect to the MOI and these Conduct Rules and save to the extent that such consent may have otherwise already been provided, all Members and Tenants shall be required to furnish or provide a separate written consent pursuant to the provisions of the Protection of Personal Information Act (POPI) for the collection and processing of personal information by the Estate in terms of the MOI and the Conduct Rules.

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