

# **CONDUCT RULES**

## **PINE CREEK ESTATE**

## Index

	<b>Page</b>
Introduction	3
1. Obligations of the occupant	3
2. The Conduct Rules	3
3. General Conduct	3
4. Leasing of Units	4
5. Payment of Levies	4
6. Speeding/Driving Conduct	4
7. Noise	5
8. Laundry	5
9. Pets/Animals	5
10. Fire Fighting Equipment	7
11. Refuse/Littering	7
12. Domestic Staff	7
13. Children	8
14. Security/Access control	8
15. Sundry Provisions	8
16. Gardens	10
17. Vehicles/Parking	10
18. Alterations	11
19. Damages to Common Property	11
20. Section 44 of the Act	11
21. Management Rules	12
22. Enforcement	14

## **Introduction**

The trustees hereby publish the following schedule of Conduct Rules.

The purpose of these rules is the maintenance of common courtesy and regard for the rights of all residence to sustain an orderly use of common amenities and ensure the maintenance of high standards of living for the mutual benefit of all residents.

We respectfully request your co-operation in abiding by these rules and point out that should it become necessary, the HOA will take recourse to legal action in upholding these rules in the best interest of all owners.

### **1. Obligations of the Occupant**

The occupant is responsible for:-

- 1.1 Keeping the unit clean and maintaining of the interior of the unit, including the full maintenance of the doors, windows,  
  
Lights and light fittings paint (interior) and built in cupboards etc.
- 1.2 The cost of electricity consumption in the unit.
- 1.3 Payment of the levy amount determined for the unit.
- 1.4 Complying with the Conduct Rules, including all members of the family, invitees and servants and contractors.
- 1.5 Complying with the Rules of Pine Creek Homeowners Association.

### **2. The Conduct Rules**

The Homeowners Association may, from time to time, propose amendments to the Conduct Rules with the intention of allowing every Occupant the maximum amount of enjoyment of their occupancy, which is compatible with living in close proximity to each other.

These rules are binding on all owners and occupants of a unit and all members of their families, invitees and domestic staff.

### **3. General Conduct**

The member shall insure that:

- 3.1 No unlawful or disorderly conduct of any nature is permitted in his/her unit, or on common property.

- 3.2 No wilful/negligent acts or omissions, which create or cause a nuisance or any unreasonable inconvenience to the occupant of another unit is permitted.
- 3.3 *Payment of the levy as determined by the Board of trustees from time to time.*

### **The right of admission to the property is reserved**

#### **4. Leasing of Units**

**The owner/letting agent of any unit who lets a unit shall:**

- 4.1 *The owner undertakes to furnish a copy of these Conduct Rules to the lessee. The owner further undertakes that all lease/s shall contain a term in the following words, or words to the similar effect: 'the lessee acknowledges having received from the lessor a copy of the Conduct Rules of the HOA of Pine Creek. The lessee hereby agrees and undertakes to be bound thereby and to comply therewith in all respects.'*
- 4.2 The provisions of these rules and of the Conduct Rules and the duties of the Member in relation to the use and occupation of units and Common Property shall be binding on the member of any unit and any lessee or other Occupant of any unit, and shall be the duty of the owner to ensure compliance with the rules by his lessee or Occupant, including employees, guests and any member of his family, his lessee or his Occupant.
- 4.3 Inform the Estate Manager of the HOA of the full details of tenants on the prescribed form.

#### **5. Payment of Levies**

- 5.1 Levies (including additional levies) are payable in advance **by the owner** and is due on the 1<sup>st</sup> day of each and every month. All levies must be paid in full by **not later than** the 7<sup>th</sup> day of each month in which it is due.
- 5.2 *Non-receipt of statement charges due to the HOA does not excuse payment of levy and/or other amounts, which may from time to time become due.*

#### **6. Speeding/Driving Conduct**

**The occupant shall:**

- 6.1 **Drive with the utmost caution on the estate at all times and at a speed no faster than twenty (20) kilometres per hour and shall furthermore ensure that all visitors do likewise.**
- 6.2 **Persons speeding or driving recklessly will be served notice recording the vehicle, date, time and registration number along with witness. This will be forwarded to the Managing agent who will fine the member or resident as per enforcement rules. The same will apply to buzz bikes within the estate grounds.**

## 7. Noise

### 7.1 *Silence must be maintained on between the following hours on the respective days:*

*Monday – Thursday*                      *22h00-08h00*

*Friday – Saturday*                      *23h00-08h00*

*Sunday*                                      *20h00-08h00*

- 7.2 The occupant shall not allow their visitors to enter the property except in a quite and proper manner. The use of car horns to express a desire to enter or leave the property or any part of the Common Property is **strictly forbidden**.
- 7.3 The occupant shall not be heard hammering, sawing, drilling or doing any other such work then during the hours of 08h00 and 20h00 and for a specific reason for which is HOA have given prior written permission.
- 7.4 Multi-media and other sounds producing devices played inside units shall not be played or used in such manner as to interfere with any other occupant's enjoyment of his/her unit or of the Common property.
- 7.5 Occupants shall insure that their children; visitors, *contractors* and employees comply with the foregoing.
- 7.6 Occupants must not neglect to inform their surrounding neighbours of when they will be having a party and comply with the noise regulations in 7.1

## 8. Laundry

The Occupant Shall:

- 8.1 Washing and other articles may not be hung out on any part of a unit where they are visible to the general public. In particular washing and other articles may not be hung outside any other unit over the walls, balcony or on a common property.
- 8.2 Not erect their own washing line or drying rack (temporary or permanent), not hang any washing/laundry or any other items on any parts of the building or Common Property.

Washing is hang out at the sole risk of he person so doing, it being understood that the HOA shall not be liable for any loss nature by whatsoever cause or consequence.

## 9. Pets/Animals

- 9.1 ***The harbouring of pets is privilege and not a right. No pets will be allowed on the estate without the express written permission from the PCHOA, which permission shall not be unreasonably withheld.*** No more than two (2) pets such as dogs, cats, reptiles or other pets may be kept without the express written permission of the PCHOA, which may be withdrawn at any time. ***No directive is given regarding the combination. Aggressive animals will not be allowed.***
- 9.2 Occupants shall not permit their pets to roam at large on the common property. Whenever pets are on the common property they shall be on a leash and properly controlled. They must be accompanied by their owner and have a dog tag with the ***pet's name, cell number and name of the owner.***
- 9.3 The slaughtering of any animals or birds; be it for religious or any other reason, is strictly forbidden.
- 9.4 The Occupant shall comply with the following:
- 9.4.1.1 No livestock or animals or prey will be allowed.
- 9.4.1.2 Pets will not foul any portion of the common property. The Occupant of the unit to which the pet/s belongs shall be responsible to remove excreta and other mess left in their enclosed garden, on the common property or on their patios and balconies in a hygienic manner.
- 9.4.1.3 No animal classed as 'medium or large' will be allowed. ***The size of dogs allowed to be kept in PCHOA is limited to fully grown animals whose whither height does not exceed 40 centimetres.***
- 9.4.1.4 No visitors are allowed to bring animals in the complex
- 9.4.1.5 If any pet/animal is found to have violated the privacy of another person's unit, the Occupant is responsible for any damages that they may have caused.
- 9.4.1.6 All cats and dogs must be sprayed/neutered and immunized against disease, the cost of which will be for the account of the Occupant. Certificates of proof from a registered veterinarian must be available to the Trustees upon request.
- 9.4.1.7 No aviaries, kennels or other such like accommodation for pets may be sited on the Common Property.
- 9.4.1.8 Under no circumstances will the breeding of any animals be allowed in this estate.

9.5 ***Owners or lessees, who wish to lodge a complaint against pets, must do so in writing, given a description of the incident, the pet (if possible) as well as the place, time and date.***

9.6 ***The responsible owner shall remove the pet from the premises after 2 (two) written warnings from the PCHOA.***

10. Fire fighting equipment

The occupant shall not:

10.1 Tamper with, abuse or cause or permit to be tampered with, any fire hose, reel or extinguisher in any manner or for any purpose other than those specified by the appropriate regulations.

**10.2 *Tampering with equipment using the equipment for personal use, i.e. washing of cars, an aid to cleaning driveways, verandas, windows, carpets, etc.***

11. Refuse/Littering

The Occupant shall not:

11.1 Deposit any refuse, litter, and debris on the common property at any time. Occupants shall instruct their children, employees and visitors concerning this rule and shall use their best endeavours to ensure that it is complied with. If any child, employee or visitor infringes the provisions, the occupant/s of the unit where the child resides, where such employee is employed, or where such person is visiting, as the case may be, shall be responsible thereof.

11.2 All household refuse must be tied up in appropriate refuse bags or deposited in approved bins. Each occupier shall, for the purpose of having the refuse collected, place such ***refuse outside*** each until the morning of refuse collection. ***This is currently Wednesday's and oly on these days will refuse be removed.***

11.3 Deposit, throw or permit or allow be depositing or throwing, on the common property, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. The owner or resident shall be responsible to ensure that all the family, guests, or visitors are compliant.

**12. Domestic Staff (i.e. hired help/domestic assistants)**

12.1 It being understood in this section that no accommodation will be given to domestic staff in a garage, hut of sorts or temporary structure of any nature.

- 12.2 The activities conduct and liabilities of domestic staff, i.e. full briefing to domestic staff of the Conduct Rules is the responsibility of the Occupant.
- 12.3 The Occupant shall ensure that domestic staff does not breach any rules, regulations, national legislation or local authority by -laws.
- 12.4 The HOA may order Occupants to remove their domestic staff from the property if they do not conform to the Conduct Rules.
- 12.5 No domestic staff members are allowed on the property if they are found to be intoxicated or under the influence of any other substance i.e.e alcohol or drugs.

### **13. Children**

- 13.1 Occupants must supervise their children and/or their visitor's children to ensure that no damage or nuisance is caused.
- 13.2 ***Ensure that children do not play with or ride skateboards, rollerblades, pushbikes, etc or play with remote control toys or any other toys on public road or near the security gates.***
- 13.3 Children shall not damage, deface or interfere with the post boxes, plants, decorations, signed, nameplates, fire hose reels, exterior lighting, electric eye, electric gate, electric keyboards, and shall not enter any unoccupied unit nor climb onto the roof.
- 13.4 The HOA does not accept any responsibility for any damage or injuries from, or to children on the property.

### **14. Security/Access Control**

- 14.1 No hawkers are permitted to enter the premises unless they have a confirmed appointment with an Occupant of which the Trustees have been advised in writing.
- 14.2 Occupants are to advise the ***Estate Manager*** in writing of any delivery / removal trucks that they are expecting to ensure effective access control for security reasons.

### **15. Sundry Provisions**

- 15.1 The HOA shall not be responsible for any loss, damage or accident to persons, pots or property arising from whatever causes that may occur on part of the Common Property or any units.
- 15.2 Inflatable or any other dangerous material or articles may not be brought onto the common property or elsewhere in such limited quantities as allowed under the Insurance Policy or By-Laws.
- 15.3 No business profession or trade may be conducted on the common property.



- 15.4 No auctions or jumble sales may be held on the common property or in a unit.
- 15.5 Any occupant shall not use his/her unit or permit his/her unit to be used for any purpose which injurious to the reputation of the complex.
- 15.6 No advertising or publicity material may be displayed on the common property or in any units where it is visible from the Common Property without the prior written permission of the HOA having been first obtained.
- 15.7 No occupants, their families, invitees or domestic staff may request the gardener, service contractors or any other person employed by the HOA to do errands for them during the hours of employment of the HOA. In any recommendations are to be made, they are to be made in writing to the HOA.
- 15.8 No alterations or painting may be made to the exterior of the units or any part of the common property without having first obtained written consent from the HOA.
- 15.9 Drunk and disorderly behaviour will not be tolerated under any circumstances.  
***Repeat offenders will be charged and if necessary a fine imposed on the unit owner.***
- 15.10 No fighting or bearing of weapons or culture weapons will be tolerated in the complex.
- 15.11 Under no circumstances, be it religious or cultural purposes will slaughter of any animals or birds be allowed on common property, exclusive use areas or in sectors.
- 15.12 All security gates must be same colour to ensure a measure of conformity throughout the complex.
- 15.13 No external burglar proofing is allowed without the express written permission of the HOA.
- 15.14 No aerials or satellite dishes are to be erected on the outside of the buildings without prior written consent of the HOA. Any illegal fittings to the outside of the building will be removed and costs incurred for the removal and/or repairs will be for the account of the Occupant.
- 15.15 **Any concessions made by the HOA will not negate or alter these rules.**
- 15.16 No stones or any other objects/projectiles are to be thrown on the property, this includes a ban on hard' ball games such as cricket.
- 15.17 No ball games shall be allowed on driveways or against walls.

- 15.18 All complaints are to be lodged in writing with the HOA or Managing Agent from where they shall be dealt with judiciously and confidentially, with a written report back to the person filing the complaint.

## 16. Gardens

- 16.1 No gardening on common property shall be done by any person unless such person has the written authorization thereto from the trustees.
- 16.2 Owners and occupiers are responsible for the removal of excreta of their pets in their enclosed garden area.
- 16.3 Owners and occupiers are responsible for the cultivation of the flower beds created by the owner or occupants of the unit. No weeding, pruning, planting or maintenance of these beds shall be carried out by the HOA. These flowerbeds must be kept neat and tidy at all times. ***Owners must ensure the lawns are not overgrown with weeds and are neatly cut.***

## 17. Vehicles and Parking

Occupants, their family's invitees and domestic staff must comply with the following:

- 17.1 Visitors may only park in the demarcated visitors parking area. Vehicles shall not be parked on any other part of the property at any time. Occupants shall ensure that their visitors are aware and comply with these rules.
- 17.2 Any vehicles of any nature entering the scheme must be road worthy, registered, carry valid licenses and be in good state of repair.
- 17.3 ***Caravans, motorboats, trailer and other similar vehicles shall not be parked on the common property without the permission in writing of the HOA, first having being obtained.*** The trustees may grant permission subject to such conditions as they in their absolute discretion may impose. Any permission granted by the trustees is revocable by them at any time and in their absolute discretion.
- 17.4 Occupants shall ensure that their vehicles, and the vehicles of their visitors, do not drip oil or brake fluid on the common property or in any other way deface the common property. If any oil stains are found on the parking bays, the occupant will be requested to clean it, failing which the HOA may cause to effect such cleaning and the costs thereof will be recovered from the occupant.
- 17.5 No occupants shall be permitted to dismantle or affect major repairs to any vehicle on any part of the common property or exclusive use area.

- 17.6 The HOA may cause to be removed or towed away at the risk and expense of the Occupants any vehicle parked, standing or abandoned on the common property without the HOA's consent.
- 17.7 Any permission granted by the HOA is revocable by them at any time and in their absolute discretion.

## **18. Alterations**

- 18.1 No alterations or improvements to any unit, including awnings, shall be affixed or made unless the HOA have been given full particulars thereof. In the event that written permission is granted, it shall pertain only to the particulars submitted to the HOA for approved and no variation thereof may be effected unless the forgoing procedure in respect of such variations have been met.
- 18.2 With respect to alterations or improvements to the interior of any unit, no structural alterations to the water connections, electrical conduits or plumbing may be affected.

## **19. Damage to Common Property**

- 19.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the trustees.
- 19.2 Should any damage whatsoever be cause to the common property by any occupant, and/or member of his/her family, and/or his/her visitors and/or other invitees, and/or his/her domestic staff, or should any such person cause the HOA to suffer any loss or incur any liability to property repair he/she shall forthwith reimburse the HOA in full in respect of such loss or expense.
- 19.3 Should such Occupant fail to repair such damage forthwith, the HOA may cause to effect repairs and/or replacement and the Occupant shall reimburse the HOA in full in respect of such costs and expenses.

## **20. Section 44 of the Act**

Owners are reminded of the duties, which the Act imposes on them in Section 44

They are reproduced below:-

### **Duties of the Owners**

44(1) an owner shall-

- (a) Permit any person authorized in writing by HOA, at all reasonable hours on notice except in case of emergency, when no noise shall be required, to enter his section or exclusive use are for the purpose of inspection it and maintaining, repairing or renewing pipes, wire cables and ducts existing in section and capable of being used in connection with the enjoyment of any other section or common property, or for the purpose ensuing that the provisions of this Act and the rules are being observed;

the

- (b) Forthwith carry out all work that may be ordered by any competent public or local authority in respect of this section, other than such work as may be for the benefit of the building generally, and pay all charges, expenses and assessments that may be payable in respect of his section;
- (c) Repair and maintain his section in a state of good repair and, in respect of an exclusive use area, keep it clean and neat condition;
- (d) Use and enjoy the common property in such a manner as not unreasonable to interfere with the use and enjoyment by other owners or other persons lawfully on the premises;
- (e) Not use his section or exclusive use area, or permit it to be used, in such a manner or for such purposes as shall cause nuisance to any occupier of a section;
- (f) Notify the HOA fore-with of any changes in ownership in his section and of any mortgage or other dealings in connection with his section; and
- (g) When the purpose for which a section is intended to be used is shown expressly or by implication on or by a registered sectional plan, not use a permit such section to be used for any other purpose: Provided that with the written consent of all owners such section may be used for another purpose.

**21. Management Rules 68, 69 & 70 of Annexure 8 of Section 35(2) (a) of the Act**

Owners and occupiers are reminded of their duties in terms of the above quoted rules. They are reproduced below:-

**Statutory and General**

- 68. (1) In addition to his obligations in terms of section 44 of the Act, an owner:-
  - (I) Shall not use his section, exclusive use area r part of the common property, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of the building:

- (II) Shall not contravene, or permit the contravention of any law, by-law, ordinance, proclamation or statutory regulation, or condition of any relation to or affecting the occupation of the building or the common property, or the carrying on of business, or so contravene or permit the contravention of the business in the building or so contravene or permit the contravention of the conditions of title applicable to his section or any other section or to his exclusive use area or any other exclusive use area;
  - (III) Shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of other sections, the common property or any exclusive use area;
  - (IV) Shall not do anything to his section or exclusive use area which is likely to prejudice the harmonious appearance of the building;
  - (V) Shall, when the purpose for which an exclusive use area is intended to be used, is shown expressly or by implication on or by a registered sectional plan, not use, nor permit such exclusive use area to be used, for any other purpose: Provided that with the written consent of all owners such exclusive use area may not be used for another purpose;
  - (VI) Shall not construct or place any structure or building improvement on his exclusive use area; without the prior written consent of the HOA, which shall not be unreasonable withheld;
- (2) An owner who exercises his rights in terms of section 60(3) of the Act shall bear all costs to give effect thereto.

### **Binding Nature**

69. The provisions of these rules and of the conduct rules, and the duties of the owners in relation to the use and occupation of sections and the common property shall be binding on the owner of any section and any lessee or other occupant of any section, and it shall be the duty of the owner to ensure compliance with the rules by the lessee or occupant, including employees, guests and any member of his/her family, his/her lessee or his/her occupant.
70. If an owner:-
- (a) Fails to repair or maintain his section in a state of good repairs required by section 44(i)(c) of the Act; or
  - (b) fails to maintain adequately any area of the common property allocated for his use and enjoyment; and any such failure persists for a period of thirty (30) days after the giving of written notice to repair or maintain given by the HOA or the Managing Agent on their behalf, the HOA shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

## **22. Enforcement**

- 22.1 In the event of non-compliance with any of the rules, the transgressor (owner) will be handed a written warning. In the event of a second act of non-compliance, the Committee shall be entitled but not obliged to levy a surcharge of R 200.00 for the first transgression and R 300.00 for each transgression thereafter, which is payable on demand. The transgressor (owner) may appeal in writing against the surcharge by requesting to meet the committee to represent his or her case. The finding of the Committee in this regard after due consideration of such appeal, shall be final and binding.
- 22.2 Notwithstanding the above with regard to the levy surcharge, all overdue accounts by more than two months will be charged interest at prime rate plus 2% back dated to the date the levy was payable, namely the 1<sup>st</sup> of each Month.

**THESE RULES ARE COMPLIMENTARY TO AND NOT REPLACEMENT OF THE ANNEXURE 9 CONDUCT RULES OF SECTIONAL TITLES 95 1986 AS MAY BE AMENDED FROM TIME TO TIME.**

