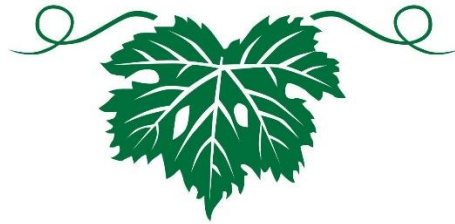


– Since 1987 –

HELDERBERG VILLAGE®



CONDUCT RULES

*in terms of Section 10(2)(b) of the Sectional Titles Schemes
Management Act, 2011 (Act No. 8 of 2011)
(STSMA)*

The Conduct Rules for the Sectional Title entities of the Company and

THE BODIES CORPORATE OF THE

- HELDERBERG VILLAGE – SS329/1993
- HELDERBERG VILLAGE TRIANGLE – SS362/1997
- HELDERBERG VILLAGE BREDELL – SS355/2011
- HELDERBERG VILLAGE VREDENBURG – SS321/2006
- HELDERBERG VILLAGE 13966 – SS87/2002
- HELDERBERG VILLAGE 13967 – SS117/1998

Sectional Title Schemes (collectively “the Bodies Corporate”)

These Conduct Rules were adopted by Special Resolution 2 passed on 4 December 2023 and replace in their entirety the previous Conduct Rules

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These Conduct Rules incorporate the mandatory Conduct Rules required in terms of Section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) (STSMA)

1. INTERPRETATION

The interpretation as specified in the Memorandum of Incorporation (MOI) of Helderberg Village applies to all conduct rules unless otherwise explicitly stated for clarity of understanding of these Conduct Rules.

- 1.1 **'CEO'** means a person appointed by the Directors and accountable to them as the Chief Executive Officer (referred to in the MOI as the Village Manager) to undertake, under the oversight of the Directors, the day-to-day management of the Village and affairs of the Company.
- 1.2 **'Common Property'** means the Common Property as defined in the MOI.
- 1.3 **'Company'** means Helderberg Village Master Homeowners Association NPC (Registration No. 1993/003665/08), as defined in the MOI.
- 1.4 **'Community Schemes Ombud Service (CSOS)'** means the service established in terms of the Community Scheme Ombud Service Act, 2011 (Act no 9 of 2011) (CSOSA)
- 1.5 **'Conduct Rules'** means the Rules referred to in the STSMA.
- 1.6 **'Directors'** means the persons elected by the Members in compliance with the provisions of the Companies Act and the MOI and who shall act as the trustees of the Bodies Corporate.
- 1.7 **'Exclusive Use Area'** means a part(s) of the Common Property allocated for the exclusive use by the Member, which area is attached to their Section.
- 1.8 **'Management'** means the persons employed by the Company in managerial positions with specific responsibilities stipulated by the CEO.
- 1.9 **'Member'** means the registered owner of any Section whose particulars are recorded in the Members' register.
- 1.10 **'Pet'** means a domesticated animal, i.e. dogs, cats, caged birds, etc. and excludes farm animals and reptiles.
- 1.11 **'Resident'** means any person occupying a Unit who is either the Member, tenant, Nominated Occupant and their spouse / partner or an Approved Occupant.
- 1.12 **'Roads'** means the existing, or to be constructed, roads, parking areas, driveways, and pathways in the Village.
- 1.13 **'Section'** means the section as referred to in the STSMA and as defined in the MOI.
- 1.14 **'STSMA'** means the Sectional Titles Schemes Management Act, No. 8 of 2011, as amended from time to time, or any legislation which replaces it.
- 1.15 **'Unit'** means a Unit as defined in the MOI.
- 1.16 **'Village'** means the Sectional Title lifestyle retirement residential estate known as Helderberg Village in Somerset West, as defined in the MOI.

2. INTRODUCTION

The Conduct Rules set out below are binding on all Residents and should be read in conjunction with the MOI.

Residing in a community such as ours hinges on a simple principle: treating one another with respect and refraining from thoughtless disregard for their rights, just as you would expect the same consideration for yourself.

3. PRINCIPLES

The principles of the Company are to ensure the sustainability of its strategy to be amongst the leading lifestyle retirement developments in the country and the practices that will actively work towards achieving this goal.

The Residents come from diverse backgrounds, yet they all share a common desire: to experience a peaceful retirement within a well-managed estate. Underpinning this is the principle that their way of life should be built upon a foundation of mutual respect. This might entail occasions when individual rights and personal objectives may need to be secondary to the rights of the community.

These Conduct Rules are aimed at creating a path towards a harmonious lifestyle by regulating behaviours that might upset the larger community of Residents. This means that the emphasis is on preserving the lifestyles of all, rather than attempting to cater to everyone's personal preferences and aversions, thus forming the foundation of this rule-based approach.

Everyone in the Village bears the responsibility for consistently prioritising security in all their actions. Careless actions that could endanger lives, cause physical harm, or lead to property damage or destruction are not tolerated.

The most significant aspect of risk management is ensuring that the Village's security is adequate and that the necessary controls are in place. Security must be a collective endeavour. Residents must also take responsibility for their own security and personal safety.

4. GENERAL

- 4.1 All Residents are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any other grant of occupancy rights.
- 4.2 Members must take all reasonable steps to inform their family members, tenants, visitors, employees, and private contractors of the sections of these Conduct Rules that may apply to them and the financial consequences of non-compliance. The Member, if not the Resident, will be furnished with copies of any correspondence relating to complaints and / or disputes involving a Resident or private contractors at their Unit.

5. SAFETY AND SECURITY

Safety and security procedures apply to **all** who enter the Village.

- 5.1 Any items identified as having a potential safety implication for any person should be reported to Management as soon as practically possible.
- 5.2 The main entrance door to the Unit must be fitted with a master key cylinder lock in accordance with the specifications provided by Management. Bell doors and security gates which are not fitted with the master key lock are considered non-compliant. No additional locks or barrel bolts are allowed, as the use of the master key during emergencies would be compromised.
- 5.3 The Village access control procedures, as laid down by Management from time to time, apply to all Residents, their employees, staff, contractors, and visitors. These procedures apply equally to non-resident members of sports and recreational clubs and societies.
- 5.4 The security of the Village relies primarily on efficient and effective access control and each Resident contributes to upholding the Village's security. Security is a shared responsibility. Residents are prohibited from engaging in any unlawful actions, and may not do anything

or fail to do anything, where such an act could prejudice the security of fellow Residents, or the Village and its reputation. Residents should report security incidents to Management as soon as they know of any actual or potential problems.

- 5.5 The West Gate entrance is for the exclusive use of Residents and their pre-cleared visitors. All other persons must use the East Gate entrance at 63 Bakkerskloof Road.
- 5.6 No pre-cleared codes may be issued to any contractor. Contractors, repair teams, or delivery personnel must enter via the contractors' entrance.
- 5.7 Residents are responsible for all pre-cleared codes given to family and close friends and will be held responsible for their actions whilst in the Village.
- 5.8 The right of admission to the Village is under the control of the CEO. Where there are flagrant and repeated breaches of these Conduct Rules, the CEO may deny anyone access to the Village.

6. STORAGE OF FLAMMABLE MATERIALS

- 6.1 No LPG cylinders that supply gas to a fixture (stove / fireplace) may be stored inside a Unit. Only small (up to 9kg) LPG cylinders for use in mobile gas heaters and free-standing hob burners for domestic use may be stored inside a Unit.
- 6.2 A maximum of two 19kg LPG cylinders are allowed to be stored on the Common Property. Refer to the Architectural Guidelines.
- 6.3 All cylinders stored on Common Property must be placed inside an approved locked steel cage. An emergency shutoff valve is to be located outside the cage, with a safety shutoff valve fixed internally at the appliance / fixture. All installations must be done in compliance with the SANS 10087 code as amended from time to time.
- 6.4 If any flammable materials are stored within a Section, a suitable portable fire extinguisher shall be kept in close proximity for emergency use.

7. ABSENCE FROM THE VILLAGE

Residents who will be absent for an extended period from the Village should notify Management so that services can be suspended during their absence, and security made aware that the Unit will be unoccupied. The standard form for this purpose is available from the administration office or on the Village portal.

8. EMPLOYEES

- 8.1 Residents' employees and contractors, with the exception of private carers, are only permitted to enter the Village on weekdays between 08:00 and 17:00, excluding public holidays. Permission from Management is required for any employees and / or contractors to enter the Village at any times outside of these hours.
- 8.2 Employees of the Company are not allowed to perform private duties for Residents or any other individuals during their official working hours. If they are required to do private work in the Village, outside of their normal work hours, permission must be obtained from Management.

9. ARCHITECTURE AND DESIGN

- 9.1 The Company has a consistent set of criteria regarding the construction and appearance of all buildings within its precincts, therefore no Resident may make alterations and / or additions of a temporary or permanent nature to their Units unless they have received written permission from Management to proceed.

- 9.2 Any unauthorised structures on Common Property will be removed / demolished on instruction from Management and at the cost of the Resident.
- 9.3 Internal structural alterations that may affect the Unit's structural integrity may only be undertaken with the prior written approval of the Management.
- 9.4 Patio and garden furniture, including statues or other external fittings which, in the opinion of Management, are aesthetically displeasing or not in keeping with the Village ambiance may not be exposed to public view.
- 9.5 Residents may not erect flags, flag poles, large sensors, or radio antennae in the Village.

10. GARDENING

- 10.1 The gardening teams employed by the Company's contractor may not be assigned any additional duties or requested to do private work during their official working hours by Residents.
- 10.2 Members are not allowed to create private landscaped areas on Common Property without obtaining permission from Management. When requesting such permission, an application form, together with a landscaping plan, must be submitted to Management.
- 10.3 Residents' private garden refuse must not be placed on the pavement or street in front of their Unit for collection after 13:00 on a Friday, during weekends, or on public holidays. Should a Resident generate excessive garden refuse over weekends, this must be deposited outside the yard below the Village laundry in the bins provided or it must be placed at the Unit so as not to be seen as unsightly.
- 10.4 Residents may not cut down or remove any flora or shrubbery on the Common Property, including but not limited to protected trees, and feature plants, without the prior approval of Management, unless the plants were planted and cared for by the Resident on their Section of Common Property adjacent to their Unit. Where trees and shrubs need to be pruned that affect privacy, irrespective of who does the pruning or removing, written agreement by affected neighbours is required by Management.
- 10.5 Residents may not interfere with the Common Property irrigation system. The irrigation system may only be operated by Village staff.
- 10.6 To install any fencing on Common Property, approval from Management is required. Permission may be granted under specific, limited circumstances.
- 10.7 Residents may not dispose of any chemicals into the storm water system.

11. SWIMMING POOLS

- 11.1 The Company shall not be responsible for any loss, damage, or injury that can be attributed to the use of the swimming pools by Residents and their visitors. The use of the Village swimming pools by Residents or their visitors is entirely at their own risk.
- 11.2 The swimming pools in the Village are primarily intended for the use of Residents. Visitors are not permitted to utilise the swimming pools unless accompanied by a Resident. Residents are responsible for their visitors' behaviour and must ensure that the conduct of their visitors does not disrupt the enjoyment of the pool by other Residents.
- 11.3 No audio equipment may be used without earphones. Musical instruments may not be played within the pool areas.
- 11.4 On entering or leaving the swimming pools, it is mandatory to keep the pool gates closed.

- 11.5 Residents and visitors may not interfere with or adjust any of the pool pumps or cleaning equipment. Underwater cleaning devices may not be removed from the water.

12. USE OF ROADS, DRIVEWAYS AND PARKING AREAS

The Roads in the Village are considered public roads. However, due to our practice of limiting or denying access to individuals in vehicles or on foot, we treat these roads as private. This classification affords us the authority within the Village to implement regulations that may differ from what the Road Traffic Ordinance dictates. The Road Traffic Ordinance regulations will be applicable to all users of the Roads, in conjunction with the rules outlined in this Conduct Rule 12.

- 12.1 Residents and their guests or employees may not park a vehicle on the Common Property for an extended period, other than in their garage, carport, or allocated parking.
- 12.2 Parking in visitors' parking areas is intended for the temporary parking of visitors' vehicles and not for long-term parking.
- 12.3 All marked restricted areas for emergency vehicles may not be obstructed.
- 12.4 Only vehicles displaying the appropriate "Disabled Person" disc may park in the designated disabled person parking spaces.
- 12.5 The general speed limit in the Village is 30km/hr. However, lower limits may be imposed by Management where circumstances warrant.
- 12.6 Pedestrians should exercise caution when walking on the Roads.
- 12.7 The road markings and signs regarding the use of Roads on Common Property are in accordance with the Road Traffic Ordinance and must be adhered to.
- 12.8 Obstructing a pedestrian walkway with a parked vehicle is prohibited.
- 12.9 The walkways and pathways are restricted to pedestrians or motorised wheelchairs and disability scooters.
- 12.10 Any driver, whether operating golf carts or other vehicles, must possess the appropriate, valid international or South African driver's license to drive within the Village.
- 12.11 On the recommendation of the CEO, the Directors may preclude a Resident or visitor from driving in the Village if doing so is considered a danger to property or safety.
- 12.12 Hooters should only be sounded in emergencies or where a warning signal is required.
- 12.13 Golf cart drivers are responsible for the well-being of golfers and pedestrians who are walking on the golf course.
- 12.14 Golf trailers and golf carts must be registered with Management. Failure to comply with the Conduct Rules regarding the use of golf carts may result in the CEO deregistering the golf cart for use in the Village.
- 12.15 Vehicles, trailers, or golf carts parked within the Village must only be parked in designated areas, and their owners shall assume any associated risks.
- 12.16 Dismantling or conducting major repairs on vehicles is not permitted within the Village. Residents are allowed to make minor adjustments or repairs to their vehicles within their own garage and may wash these in their driveways or allocated parking bays.

- 12.17 Trailers, motorhomes, caravans, boats, or trucks may be parked on the Common Property for the sole purpose of packing and unpacking, which time should not exceed four consecutive days. Thereafter such vehicles must be removed from the Village.
- 12.18 Residents shall ensure that their vehicles and the vehicles of their visitors and guests do not drip chemical fluids and lubricants onto the Common Property. Any resultant damage will be for the Resident's account.
- 12.19 Any vehicle abandoned on the Common Property will be clamped.
- 12.20 Furniture removal vehicles will not be granted access to the Village before 08:00 and after 18:00 on weekdays without prior permission from Management. Access is not permitted on weekends and public holidays.

13. COMMON PROPERTY AREAS AND ENVIRONMENTAL ASPECTS

- 13.1 The use of the Common Property and communal facilities, which includes walking on the golf course by Residents and their visitors, is undertaken at their own risk.
- 13.2 Residents should be aware that the CEO has the authority to issue a written notice to Residents, which may prohibit or restrict access to any section of the Common Property in order to protect the natural wildlife and vegetation.
- 13.3 No Residents or visitors may enter or interfere with any Village bulk supply installation, wastewater treatment works, generators, pumps, storage tanks, etc.
- 13.4 No fires may be lit on or about the Common Property except in adequately constructed braais or fireplaces designed for that purpose or in portable manufactured braai equipment.
- 13.5 In the event of complaints being received from any Residents relating to emissions from any indoor fireplace, the owner of the Unit in which the fireplace has been installed shall be responsible for the costs of all tests necessary to verify compliance with the requirements and regulations of the authorities.
- 13.6 No Resident or visitor may discharge any firearms, air rifles, crossbows, or similar dangerous devices in the Village. Hunting and trapping are strictly prohibited.
- 13.7 Residents are requested to respect the wild animals, domestic animals, reptiles, or birds in the Village, which may not be harmed or killed.
- 13.8 Fishing is permitted on a 'catch-and-release' basis in the dams, using rods only. The use of nets is not permitted. Only barbless hooks are allowed, and double or treble hooks are prohibited. Each person is limited to using one rod, and introducing feed into the water is not allowed.
- 13.9 Wading, swimming, boating, or other similar activity is prohibited in dams, ponds, or streams.
- 13.10 No Pets are permitted to enter any of the dams or waterways within the Village.
- 13.11 It is strictly forbidden to contaminate the water bodies within the Village with chemicals, pesticides, and herbicides. Only treatments approved by Management, in accordance with the specifications outlined in the Village Environmental Management Plan, are permitted.
- 13.12 Picnicking is permitted on Common Property, provided that other Residents' privacy is respected.

- 13.13 No Resident may erect washing lines on the Common Property or hang washing, laundry, or other items in any area that is visible from another Unit or the Common Property or from outside the Village.
- 13.14 No Resident may make use of a portable electrical power generator or wind turbine at their Unit.
- 13.15 Flying drones over areas within the Village requires prior authorisation and permission from Management, and such approval will be granted solely in compliance with the South African Aviation Regulations and prevailing legislation.

14. ERADICATION OF PESTS

- 14.1 Feeding of wild animals is prohibited in order to reduce the risk of vermin. However, the feeding of wild birds is permitted using suitable feeder equipment within the direct vicinity of Units. An exception to this rule is that feeding birds on the ground must be limited to what they can eat while you are present. Residual feed must be removed so as not to attract rodents.
- 14.2 Residents shall keep their Sections free from all pests and are required to notify Management immediately should they become aware of any wood-destroying insects, including white ants and borer beetles.
- 14.3 Management has the right to conduct an inspection of a Section and to take such action as may be reasonably necessary to eradicate any such pests. The cost of such inspection, eradication, replacement of or any material forming part of such Section, which may be damaged by any such pests, shall be borne by the Member.

15. NOISE AND FIREWORKS

- 15.1 Residents are not permitted to create noise or allow their Pets to create noise that may disrupt the peaceful enjoyment of other Residents in their Unit or on the Common Property.
- 15.2 Management may grant consent for specific events held at common facilities. The affected neighbours will be notified before the event if permission is granted.
- 15.3 Neighbours and security should be notified in the interests of good neighbourliness before extensive social activities are held.
- 15.4 No activities or hobbies which cause excessive noise, irritation, or nuisance to other Residents may be conducted in the Village.
- 15.5 Setting off fireworks within the Village is strictly prohibited.

16. PETS

- 16.1 Residents are permitted to keep Pets in their Units. It is mandatory to register all pets with Management, with a maximum limit of two Pets per Unit. Residents may submit an application to the CEO to request exceptions to this rule, which will be reviewed for reasonableness. Any unregistered animals will be considered feral and will be removed by Management.
- 16.2 Management has the authority to stipulate any reasonable condition regarding keeping Pets in the Village.
- 16.3 Residents must ensure that their cats and dogs wear a collar bearing a tag showing their owner's Unit number and telephone number.
- 16.4 Pets must be kept on a leash when walking on the Roads. When on the Common Property or near their Resident's unit, Pets should be under adequate control.

- 16.5 Residents are responsible for picking up and properly disposing of their Pet's waste. This requirement is applicable throughout the entire Village. Incidents that have an adverse impact on fellow Residents are unacceptable and will lead to the action as indicated in Conduct Rule 16.9.
- 16.6 Pets are not permitted to enter any buildings that are part of the Common Property, including the enclosures surrounding the swimming pools, the playing surfaces of the bowling, croquet, golf tees and greens, as well as the tennis courts.
- 16.7 Residents with disabilities who need a service dog may have these animals with them on the Common Property. To obtain permission for this, Residents must submit an application to the CEO with the necessary supporting documentation.
- 16.8 Keeping aggressive animals is not allowed. Incidents that have an adverse impact on fellow Residents or staff including housekeepers, security personnel, gardening contractors, and mail deliverers, are not acceptable and will result in action, as indicated in Conduct Rule 16.9.
- 16.9 Management reserves the right to revoke permission to keep a Pet if a Resident breaches any condition stipulated in these Rules. In such cases, Management will require the removal of the animal/s, as they will no longer be permitted in the Village.
- 16.10 Animal carcasses may not be buried in the Village.
- 16.11 Slaughtering of animals of any kind within the Village is not permitted without the prior consent of Management. In the event that such activities are conducted for ritual or cultural purposes, they will always be subject to the specific restrictions as prescribed in the local by-laws concerning the ritual or cultural slaughter of animals.

17. REFUSE DISPOSAL

- 17.1 General refuse and recyclable waste must be placed on the pavement outside the Unit before 08:30 on the scheduled collection days. Where this is not possible, it may be taken to the dumping area in the refuse yard below the laundry area and placed in the rubbish bins.
- 17.2 Residents must not dispose of any refuse that will adversely affect the health, hygiene, or comfort of other residents. In the case of tins and other containers, these must be completely drained before being placed in the area allocated for refuse disposal. Care must be taken when disposing of broken glass and sharp articles in the normal general recycling system, black and clear plastic bags, refuse and recyclable waste bags.
- 17.3 Adult incontinence wear or any medical waste must be disposed of via the Village's specific collection and disposal system, not in the Village sewerage system.
- 17.4 Bulk refuse of such a size or nature that the regular service cannot remove it is the responsibility of the Resident concerned. The Resident must make special arrangements with village services or a private contractor for the removal of such refuse, which will be for the Resident's own account.
- 17.5 Residents may not, nor may they allow their employees or contractors to, deposit waste on the Common Property.

18. SIGNS AND NOTICES

- 18.1 Signs, notices, billboards, or advertisements may not be placed on Common Property or the exterior of Units.

- 18.2 Private, political, or commercial advertising notices or brochures may not be distributed around the Village. Application may be made to Management for the distribution, by the Village, together with Village communications, of newsletters and brochures offering services to Residents.
- 18.3 No Resident may erect any signs or notices on the Common Property or hang signs or notices in any area that is visible from another Unit or the Common Property or from outside the Village.
- 18.4 Any form of public auction or sale on any property within the Village without the CEO's prior written approval is prohibited.

19. PRIVATE BUSINESSES AND HOBBY ACTIVITIES IN THE VILLAGE

- 19.1 Within their Unit, Residents are allowed to engage in limited business or hobby activities, provided they do not result in any noise, excessive traffic, parking issues, or other disturbances that could disrupt nearby neighbours. In cases where a valid reason arises, the CEO has the authority to impose restrictions on that business or hobby activity.
- 19.2 The operation of any Bed and Breakfast / Dinner, Airbnb, or house swapping-type rental is strictly prohibited within the Village.
- 19.3 No hawking is permitted in the Village.

20. FAILURE TO COMPLY WITH THE CONDUCT RULES

- 20.1 Should any Resident or Management feel that an individual, regardless if they are a tenant or a Member, is behaving outside of the Conduct Rules they are fully entitled to inform Management or the CEO in writing, or on the prescribed form (Annexure A).
- 20.2 The CEO may contact the Resident telephonically, in person or furnish them with a written notice requesting them to comply, failing which a written warning may be issued.

21. DISPUTE RESOLUTION FOR BREACH OF THE CONDUCT RULES

In the event of any dispute, the initial response will be to interact with the relevant parties with a view to amicably resolving the dispute.

- 21.1 Should a Resident not comply and fail to remedy such breach or non-compliance within the specified period after having received a written notice from the CEO to remedy such breach or non-compliance, the CEO shall be entitled to take such actions as are available to it in terms of the Conduct Rules and the CSOSA, whichever is applicable.
- 21.2 For serious transgressions of the Conduct Rules, the Directors reserve the right to impose penalties which will be reviewed annually, and incorporated in the schedule of tariffs and charges and will be available on the Village portal or at the administration office.
- 21.3 The CEO will investigate serious transgressions or unacceptable conduct or breach of the Conduct Rules of a Resident, based on reports of a complaint by a Resident or from Management. If the breach is confirmed a notice will be issued to the Resident.
- 21.4 The notice will be deemed to have been duly given if such breach notice is hand delivered to the Resident's address by either placing the notice in the Resident's appointed letter / post box or by sending the notice to the registered address or by email.
- 21.5 In the event of any Resident disputing the fact that they have committed a breach of the Conduct Rules, a committee, consisting of the chairman together with two other directors appointed by the Company from time to time, will adjudicate upon the issue at such time

and in such manner and according to such procedure (provided that natural justice will be observed) as the chairman may direct.

21.6 The actions to be taken and the penalties to be imposed for the breaches or contraventions of the Conduct Rules will be entirely at the discretion of the Directors, who will take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.

21.7 If the Resident is unhappy with the outcome, the Resident may make application to the ombud in terms of the CSOSA for appropriate relief on the prescribed form (Annexure B).

22. PENALTIES

22.1 Any person who contravenes or fails to comply with any provision of these clauses or any condition or direction given in terms thereof, will be deemed to have breached the Conduct Rules and will be liable to a penalty.

22.2 Penalties will not be equal or exceed the monthly levy amount payable.

22.3 Guidelines for penalties if the breach is confirmed and unresolved:

Offence	1 st Offence	2 nd Offence	3 rd Offence
Technical breach of Conduct Rules without malice aforethought or premeditated intent or due consideration	Written warning by CEO.	If the Resident persists with a particular conduct or is in contravention of a rule, and a warning was given, a penalty may be imposed.	Written notice to appear before a hearing of the Directors.
Non-compliance			
Blatant disregard of Conduct Rules or of legitimate instruction			

22.4 Where the Company has had to take action to remedy a breach of the Conduct Rules, all costs incurred by the Village will be for the account of the Resident. Outstanding costs must be settled in full by the Member before the CEO issues a Clearance Certificate to allow the transfer of a Unit.

22.4 Any penalty imposed upon any Resident other than a Member will be deemed to be a debt due by the Member to the Company, invoiced to the Member as part of the monthly levy, and will be recoverable in terms of the CSOSA.

COMPLAINT FORM

DETAILS OF PERSON MAKING THIS COMPLAINT

Full Names: _____ Unit No.: _____

Which type are you? (Tick one box)

Unit Owner: ☐ Unit Tenant: ☐ Other Occupier: ☐

DETAILS OF PERSON(S) YOU ARE MAKING THE COMPLAINT AGAINST

Person(s) Name(s): _____

Unit No.: _____ Type: Unit Owner / Unit Tenant* / Other Occupier *(mark with X)

DETAILS OF THE RELEVANT RULE

Identify which of the Conduct Rules is / are allegedly being breached or not being complied with:

DETAILS OF COMPLAINT / ALLEGED BREACH

SELF-HELP ACTION TAKEN

What has been done to try and resolve this complaint? Please describe what you have done, who you have talked to and what they offered to do.

PROPOSED SOLUTION OR ACTION

What remedy are you requesting? How do you want the problem to be solved?

DECLARATION AND SIGNATURE OF COMPLAINANT

I declare that the above information is true and correct to the best of my knowledge. I agree that the information I have given in this form may be used or disclosed by the Company to process and resolve this complaint.

SIGNATURE

DATE

The complainant must deliver a copy of this completed and signed form to the administration office, for the attention of the CEO, and must keep a copy and proof of delivery.

DELIVERY METHOD

Post / in person by: _____

Date: _____

Received by: _____

Date: _____

CONTACT DETAILS OF COMPLAINANT

Contact telephone number of complainants: _____

Email address of complainant: _____

*Please note that a copy of this complaint form will be sent to the owner of the Unit that you occupy, where you are not the owner.

SUPPORTING DOCUMENTATION

Please attach any supporting documentation.

DECLARATION AND SIGNATURE OF APPLICANT

I declare that the above information is true and correct to the best of my knowledge. I agree that the information I have given in this form may be used or disclosed by the Company to process and resolve this dispute.

SIGNATURE

DATE

The applicant must deliver a copy of this completed and signed form to the administration office, for the attention of the Directors / Management, and must keep a copy and proof of delivery.

DELIVERY METHOD

Post / in person by: _____

Date: _____

Received by: _____

Date: _____

CONTACT DETAILS OF APPLICANT

Contact telephone number of applicants: _____

Email address of applicant: _____

*Please note that a copy of this Dispute form will be sent to the Owner of the Unit that you occupy, where you are not the owner.