



E S T A T E

## CLIFTON HILL ESTATE CONDUCT RULES OF THE HOA

### **INTRODUCTION**

The relevant sections of the enabling documents giving authority to make and enforce these rules are contained in the MEMORANDUM OF INCORPORATION of Clifton Hill Homeowners Association, NPC, Registration number 2004/013121/08.

These sections provide, inter alia, that the HOA shall be entitled to make rules and ensure compliance of those rules by way of a system of fines or penalties, and that the provisions of these rules are binding on all Members.

The provisions of these rules shall be binding upon all members, insofar as they may be applicable, to all persons occupying any property by, through or under any member, whatever the nature of such occupation, including tenants, guests, and invitees.

The MOI requires that the rules to be reasonable, to be binding, and to apply equally to, all Members. Based upon this rationale the rules should be seen to be neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible, and fair interaction.

The HOA also has the right to impose financial penalties to be paid by those Members who fail to comply with the rules. Penalties, where imposed, shall be deemed to be part of the levy due by the Member. In addition, the HOA may enforce the provisions of any rule by application to CSOS (Community Schemes Ombud Service).

On payment of the Association's prescribed fee, a member shall be entitled to obtain a photocopy of these Rules, and of the Memorandum of Incorporation of the Association.

### **1. DEFINITIONS AND PROMULGATION OF RULES**

- 1.1. In these Conduct Rules unless it appears to the contrary either expressly or by necessary implication:-
  - 1.1.1. "Chairman" means the duly elected Chairman of the Directors of the HOA;
  - 1.1.2. "Dwelling" means in relation to the Estate, any building or structure erected on any Erf;
  - 1.1.3. "Estate" means the Clifton Hill Estate;
  - 1.1.4. "Estate Property / Open Space / Common Property" means the area within the Estate falling outside of the Township erven and which are not owned by any Member.
  - 1.1.5. "Erf / Erven" means a freehold Erf / Erven within the Estate as depicted on the General Plan or individual diagram;

- 1.1.6. "HOA / Association" means Clifton Hill Estate Homeowners Association, NPC, Registration Number 2004/013121/08;
- 1.1.7. "Managing Agent" means the organisation appointed by the HOA to manage, control, and administer the daily affairs of the Estate and the HOA;
- 1.1.8. "MOI" means the Memorandum of Incorporation of the Association;
- 1.1.9. "Owner / Member" means any natural or legal person who is registered in the Deeds Registry at Pietermaritzburg, as the Owner of any Property within the Estate provided that in the case of joint Owners or legal persona, the nominated Owner shall be deemed to be the Owner;
- 1.1.10. "Property / Properties" means in relation to the Estate, any individual freehold Erf; Any other Definitions required in the interpretation of these Conduct Rules and not contained herein shall be defined as set out in the MOI, which definitions are incorporated herein by reference.

## **1.2. CONFLICT OF EXISTING PRACTICE WITH NEW RULES**

Any existing practices in conflict with the new rules shall forthwith cease unless otherwise resolved as follows:-

Where a specific conflict arises between a new rule and an existing practice of long standing and a Member legitimately feels aggrieved thereby, the HOA may be approached requesting (or the HOA in its own right may decide) that consideration be given to allow the partial or total relaxation of the new rule to permit the existing practice to remain or be that of the HOA and shall be binding on all parties.

## **1.3. CONTRAVENTION OF THE RULES BY "OTHERS"**

Any contravention of the rules by any person who gains access onto Clifton Hill Estate under the authorisation of a Member, or any contravention of the rules by family, children or the invitees of a Member, shall be deemed to be a contravention by the Member.

## **A. MEMBERSHIP**

1. Any person reflected in the records of the Deed Office concerned, as the registered owner or any property in the Estate shall be deemed to be the registered owner of such Property.
2. An Owner is obliged to become a member of the HOA, which in turn, confers one voting right. It should be noted that where the member is the registered owner of more than one property within the Estate, he shall have one vote in respect of each property owned by him. Multiple ownerships (joint ownership, trusts, close corporations, companies, etc.) are required to nominate one party only as 'the member'. Owners may not resign their membership.
3. A member shall not in any manner alienate any Property unless it is a condition of the agreement of alienation that:-

- 3.1. The proposed transferee has bound himself to the satisfaction of the Association (as a contract for the benefit of the Association) to become a member thereof upon transfer of the property to him.
  - 3.2. The registration of transfer of that property into the name of the transferee shall, *ipso facto*, constitute the transferee as a member of the Association.
  - 3.3. The selling/transferring member has satisfactorily settled all his levies and any other obligation to the Association.
  - 3.4. The consent to sell or transfer Property within Clifton Hill Estate, has first been obtained in writing from the Association or their duly appointed nominee.
4. The registered owner of any property may not resign as a member of the Association.
  5. The rights and obligations of a member are not capable of transfer or cession.
  6. Every member shall observe all House Rules made by the Association.
  7. Where the Owners are married in community of property the Owners shall appoint one of them to be the member of the HOA. Alternatively, an Owner may appoint his/her Spouse or partner if legally cohabiting.

#### **B. CONTROL OF VEHICLES / USE OF ROADS**

1. No person shall drive any vehicle on any road within the Estate in excess of 25 (twenty-five) kilometres per hour on any road, unless a higher or lower speed limit is indicated by an appropriate sign.
2. The Association may, if it considers it necessary or desirable to do so, impose a speed limit other than that referred to in Rule **B.1.** above upon such roads or portions thereof as it may deem fit, either temporarily or permanently.
3. No person shall drive any vehicle at any place within the Estate except:-
  - 3.1. Upon the tarred or brick-paved portions or otherwise constructed portions of the roads as indicated on the General plan (or layout plan) or Sectional Title Plan as Roads.
  - 3.2. Upon any other road or track not referred to in Rule **B.3.1.** above, which is specially designated on a plan of the Estate by the Association as being for vehicular use, and which usage shall be further indicated by means of appropriate signs;
  - 3.3. Upon any driveway within any residential ERF or Sectional Title unit.
4. Parking on verges, open-lawned areas, in front of other residents' driveways or otherwise than in areas designated for that purpose is prohibited.
5. In terms of the Outer West Town Planning Scheme, a garage is defined as an "outbuilding". An outbuilding can have various uses, but per the Town Planning Scheme it may not be used for any of the following;

- Games Room
  - Private gymnasium
  - Pool room
  - Entertainment room
  - Living quarters
  - Or any such similar uses.
6. If garages are being used for parking or storage, any additional vehicles must be parked on the driveway forming part of the property.
  7. Additional vehicles belonging to a Resident's guests shall, where possible, be parked on the resident's property in such a manner as may be reasonably possible, regard being had to the aesthetics of the Estate and with due regard to the general amenities of other Residents. No vehicle may be parked on the verges of the Estate.
  8. All vehicles shall keep to the left-hand side of the road.
  9. The Association may by means of appropriate signage, give such directions as to the use of roads or any portion thereof, as it in its discretion may deem fit, and failure by any person to obey the same and give effect to such meaning shall constitute a breach of these rules. The Association may, if deemed necessary or desirable, amend the signage in such manner as it may deem fit.
  10. No person shall use any road within the Estate in such a manner as to constitute a danger or nuisance to any other person or property within the Estate.
  11. No person shall operate any vehicle at any place within the Estate unless that person is the holder of a valid current driver's license issued under the Provisions of the Road Traffic Act, No. 29 of 1989 (as amended).
  12. Motorcycle riders are to wear a helmet at all times whilst riding on the Estate.
  13. No person shall ride a 4-wheeler, bicycle, tricycle or any other form of unpowered transport within the Estate where the Association has expressly indicated by signs that the same is prohibited.
  14. Right of way within the Estate shall be given to pedestrians, animals, and wildlife, at all places, at all times.
  15. No vehicle shall enter or leave the Estate at any point except at the main entrance gates, provided in special circumstances and with the consent of the Association, an alternative point may be arranged.
  16. Every Resident shall stop at the security control booms and then proceed after operating his/her biometric / access card. Should the Resident not have his/ her access card for any reason whatsoever, he/ she may be expected to generate themselves an access code via the Estates Visitor Management App.
  17. In the event of the security booms being out of order, all vehicles are expected to stop as indicated by the Security Officers on duty, who will then guide and authorise entry per the instructions given to them by the Estate Manager.

18. Abuse of Security Officers is strictly prohibited. It should be noted that, under normal circumstances, Security Officers are not permitted to operate the gates/ booms for any individual as these defeat the whole basis of the recording system of entries and exits.
19. Tailgating i.e., proceeding through the boom entry/ exit when operated by the car in front of you is prohibited.
20. No vehicle having a gross weight of 6,000 kg (4,000 kg single axle truck with a maximum of 2,000 kg load) shall be permitted to enter the Estate except with the prior approval of the Association, who may grant approval on such conditions as it may see fit.
21. Moving truck times are as follows;
- |            |                |
|------------|----------------|
| Mon to Fri | 07h30 to 17h30 |
| Sat        | 08h30 to 14h00 |
| Sun        | 09h00 to 14h00 |
22. No person shall operate any vehicle in the Estate while he/ she is under the influence of alcohol or any drug, which may in any way impede his/ her ability to properly control such vehicle.
23. No person shall store, park or leave unattended any vehicle at any place in the Estate except:-
- 23.1. In a structure designed for use as a garage.
- 23.2. In any area designated for such purpose by the Association by means of an appropriate sign; or
- 23.3. In a lay-by or parking bay designated as such by means of an appropriate sign.
24. No person shall within the Estate, park or store any caravan, boat, or trailer anywhere on his property, except with the written consent of the Association.
25. No caravans shall be brought onto the Estate except with the written consent and subject to such conditions as may be laid down by the Association.
26. No helicopter or any other means of aerial conveyance may be landed at any place in the Estate except with the written consent of and subject to such conditions as may be laid down by the Association.
27. For the purpose of these rules' "vehicle" shall mean a vehicle as defined in section 1 of Road Traffic Act, No. 29 of 1989.
28. The roads in Clifton Hill Estate are "private" and must be maintained by the HOA. The roads are for the use of all in our exclusive environment, this places extra responsibility and awareness on all who use these roads but more particularly on all adults and especially parents who need to educate and control their children.

29. No person shall make use of a cellular telephone whilst operating a vehicle on the Estate roads without using a suitable hands-free installation in the vehicle. Contraventions to this rule will result in STEP 3 of the Fines Procedure being invoked immediately.
30. At no time may any passenger (non-driver) exit their vehicle at the Entrance/Exit forecourts to allow a vehicle entry into the Estate via biometrics / access card.

**C. FAUNA, FLORA, AND COMMON AREAS**

1. No person shall anywhere in the Estate disturb, harm, destroy, or permit to be disturbed, harmed, or destroyed any wild animal, reptile, or bird. Save in respect of pest extermination reasonable required.
2. No person shall anywhere in the Estate disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association, save further that the provisions of this rule shall not apply with respect to the exercise by any person of any right of ownership or occupation of a Property and in particular any portion thereof utilised as a garden. This shall be read in conjunction with the Environmental Management Plan (if applicable).
3. In particular, the members agree that the eradication of Alien and Exotic plant and tree species and the establishment of Indigenous trees shall be a priority in the Estate and that the written permission of the Association shall be required for the planting of any Alien trees in the Estate.
4. The Association has the right to demand, on reasonable written notice that any Alien or Exotic plant and / or Trees be removed from any Property at the cost of Member concerned.
5. No person shall:
  - 5.1. Light any fire at any place upon the Estate other than at a place designated for that purpose and then subject to a proper fireplace having been constructed at such place, provided however, that where such fire is to be lit outdoors, due regard shall be had to the prevailing weather conditions;
  - 5.2. Camp or picnic upon any place in the Estate other than at a place which has been designated for such purpose by the Association;
  - 5.3. Discard any litter or any item of any nature whatsoever at any place in the Estate except in such receptacles as provided and, in such places, as may be set aside for such purpose and designated as such by the Association;
  - 5.4. Use any Common Property within the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons within the Estate or behave in such a way as to create a nuisance to any other persons in the Estate;
  - 5.5. Use, or conduct himself upon any Common Areas within the Estate in such a manner as may reasonably in the opinion of the Association, detrimentally affect the use of such Common Areas or any of the amenities thereon.

- 5.6. Plant any plants, shrubs, bushes, or trees within the Estate common Property, unless the same has been approved of by the Association.
6. The Association shall be entitled to prohibit access to any part of the Common Areas if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the Association. Such areas shall be demarcated by the suitable stakes and signage.
7. All trails and paths, within the Estate shall only be used by pedestrians and cyclists, save where the Association designates otherwise.
8. The Association may enter into an agreement on such terms and conditions as it may deem fit with a member granting that member the exclusive use and occupation of a specific area within the Estate and no person shall in any manner whatsoever disturb or interfere with such member in the enjoyment of such rights of exclusive use and occupation.
9. Discharging of any airgun, BB gun, paintball gun or other lethal weapon is strictly prohibited.
10. The lighting of or letting off of fireworks at Clifton Hill Estate is strictly prohibited.
11. No person shall, within the Estate, discharge any firearms as defined in the Firearms Control Act, No. 60 of 2000.
12. No person shall cause a nuisance of any nature in the Estate and shall at all times observe the provisions of the environmental policy determined for the Estate.
13. All persons must ensure that any gates within the Common Areas are kept closed at all times.

**D. DAMS, PONDS, STREAMS AND WATER FEATURES**

1. No person shall launch upon any dam, pond, or stream in the Estate any craft of any description powered by a motor of any nature, save such craft as may be required in connection with any work to be carried out on the instructions of or in connection with the affairs of the Association, provided further that such craft shall require the approval of the Association prior to being launched.
2. No person shall without the consent of the Association launch upon any dam, pond or stream any craft any description whatsoever other than boats owned by the Association; provided that the Association in its sole discretion may permit the launching of any other craft either generally or in relation to a specific craft, subject to such conditions as the Association may deem fit to impose.
3. No person shall swim in any dam, pond, stream, or water feature in the Estate.
4. No person shall without the written consent of the Association catch, take or remove any fish, live bait or crustaceans from any dam, pond or stream in the Estate unless specifically permitted to do so subject to such conditions as the Association may impose.
5. No person shall pollute or permit the pollution of any dam, pond, or stream in the Estate by any substance, which may in any manner be injurious to any plant or animal or which may in any way be unsightly.

6. No person shall discard any litter or any article of any nature whatsoever in any dam, pond or stream in the Estate.
7. No person shall dam or obstruct in any stream or water feature in the Estate.
8. No person shall alter the flow of water within any watercourse, furrow, servitude, stream, or water feature.

**E. DOMESTIC REFUSE**

1. The removal of domestic and or other refuse shall be under the control of the Association who may, in exercising their functions in this regard from time to time by notice in writing to all persons concerned:
  - 1.1. Lay down the type and size of refuse containers to be used,
  - 1.2. Give directions in regard to the placing of such refuse for collection,
  - 1.3. Require the payment of a reasonable charge for the provision of such containers.
  - 1.4. It shall be the duty of every Homeowner or occupier of any Property to ensure that such directions given by the Association are fully observed and implemented.
  - 1.5. No person shall keep any refuse within or outside their Property except in the containers aforesaid;
  - 1.6. Containers shall not be kept in any place outside any property except in a suitable place within his property and screened from public and neighbour's view.
  - 1.7. Where in the opinion of the Association 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 the person wishing to dispose of such refuse directions for its disposal as it may deem fit.
  - 1.8. In the event of any person having to dispose of any animal carcass he shall notify the Association. The disposal of any animal carcass may be arranged by the Association who shall dispose of the same in such a manner as they may deem fit and at the cost of the Resident so requesting removal, which cost shall be added to this levy payment for the month in which such removal takes place.
2. Each Property is required to have a wheelie/ monkey proof bin that is sufficiently secured to prevent access by monkeys, dogs, etc.
3. All domestic refuse shall be put into Municipal approved plastic bags supplied by the Municipality.
4. On prescribed days and times, the wheelie/ monkey proof bin must be placed on his verge outside the residence ready for collection.
  - 4.1. Domestic refuse and Garden Refuse must be placed on verges on Thursdays by 07h30.



- 4.2. Bulk Grass Bags (must contain **grass only**) are collected on a Monday & Friday and must be placed on verges by 07h30, weather permitting.
5. The wheelie/ monkey proof bin must be removed after the collection of waste and must not be left until the following day.
6. Garden refuse must be placed in 'blue' Municipal bags and put out with domestic refuse on the prescribed day.
7. Where refuse is of such a size or nature that the Municipality will not accept, the Resident is to make arrangements with a private contractor and all costs thereof shall be for the Residents account.

**F. ANIMALS**

1. No animals shall be permitted to be kept on any property or any other place within the Estate without the prior written consent of the Association and subject to such conditions as the Association may impose. The Association shall be entitled to withdraw such consent at their discretion by giving notice to that effect.
2. As at 1 February 2016, no new tenant may bring a cat or cats onto the Estate. Those with existing cats as pets may keep them, as long as they are spayed or neutered. On the demise of the original cat, CHHOA permission is required to replace this cat with another cat.
3. The association shall have the right to act against Homeowners and Tenants who fail to prevent persistent barking by dogs or howling by cats or whose animals create any nuisance.
4. Residents shall be permitted to bring:
  - 4.1. Tenants – no more than 2 dogs;
  - 4.2. Homeowners – no more than 2 pets comprising either 2 cats OR 2 dogs OR 1 cat and 1 dog.
  - 4.3. Written permission must be received from the Association if any of the above animals are to be replaced.
5. When taken outside the Residents property, any dog shall at all times be kept on a lead.
6. Fouling by pets on any common property or on other Residents properties, must be cleared up immediately by the responsible pet owner.
7. Pets may not be left overnight or alone in a dwelling for an extended period of more than 12 hours.
8. All female animals must be spayed, and tom cats neutered. There shall be no departure from this rule without the prior written approval of the Association.
9. In the event of any animal being introduced into the Estate without prior written consent of the Association, the Association may call upon the owner thereof immediately to remove such animal, and in the event of the owner failing to do so, the Association may entirely at its own discretion, impound such animal and facilitate its removal from the Estate by such means as it may deem fit,

and recover the costs thereof from the member concerned without prejudice to its right to recover any penalty imposed in terms of these House Rules.

10. Dogs and cats must wear a collar at all times with correct contact details of its owner.
11. Dogs and cats must be microchipped.
12. All cats are required to wear bells attached to their collars.
13. Visitors of Residents may not bring pets onto the Estate, unless prior permission is received from Estate Management, in writing.
14. No person shall slaughter any animal, bird or reptile or cure or hang to dry any meat, fish, skin or carcass on any part of their property on the Estate or any other place within the Estate.

#### **G. VISITORS**

1. A member is required to timeously request a code on the Visitor Management Application and forward this code to their visitor for presentation on arrival at the visitors bay to be processed into the Estate.
2. Such request shall contain the name, surname, and contact details of the person to be admitted.
3. The vehicle licence disc and driver's license of the visitor are required and will be scanned by security upon arrival.
4. In the event of a visitor arriving at the security gate and there being no request in terms G.1 & 2 above, and the documents required in G.3 are not available, then access to the Estate will be denied.

#### **H. OCCUPATION OF RESIDENTIAL PEROPERTY**

1. The maximum number of persons permitted to occupy any residential property within the Estate shall be the number of bedrooms in such residential property multiplied by 2.
2. Notwithstanding Rule H.1 the Association may after written application allow more than the maximum numbers of persons to be accommodated in such property or access to the Estate.
3. Everybody in the Estate must observe the following "quiet hours" curfew, save with the permission of the Association.

Sun to Thur	22h00 to 07h30
Fri	00h00 to 08h30
Sat	00h00 to 09h00

4. No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a courtyard. Any such items placed in any other place may be impounded by the HOA and may be reclaimed by the owner from the HOA who may invoke a fine being imposed.

5. The hanging of carpets, rugs, pool towels, laundry etc. may not be visible to neighbours or the road, or hung on, or over any fence, wall and balcony, is prohibited. Residents are to ensure that all domestic employees are aware of this.
6. No person shall keep anywhere in the Estate any flammable substances, provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic use.
7. Where any Property is owned by more than one person, the co-owners concerned shall elect a Liaison Officer for the Property concerned and shall notify the HOA of the name and address of such Liaison Officer.

## **I. THE LEASE / SALE OF PROPERTY**

### **LEASE**

1. Members or estate agents should operate on a “by appointment” basis in which they must personally accompany prospective tenant to any Property for hire.
2. No “to let” signage boards or advertising boards of any nature shall be permitted to be erected on the Estate.
3. No show houses will be allowed.
4. Any advertising in the press or online must contain the Clifton Hill logo which will be provided by the Estate office.
5. Should a member or estate agent wish to let his/ a property in the Estate the member/ estate agent must follow the procedures as set out by the Association, of which can be amended by the Association as it may deem fit.
6. No prospective tenant may take occupation until such time as the administration fee is paid, and all documents comprising of the CHHOA prescribed Lease Agreement and CHHOA Lease Pack are received by the Estate office and approved by the Association and an Induction meeting be scheduled to discuss rules and policies regarding the Estate as well as being registered on the access control system.
7. The Association may withhold its approval based on the following;
  - 7.1. If the Association is not satisfied that the provisions of I.6 have been complied with; and
  - 7.2. If the prescribed CHHOA Lease Agreement is not completed in terms of:
    - 7.2.1. The perspective tenant and/ or all occupiers, as a stipulation in favour of the Association, shall in all respects be bound by the terms and conditions of these House Rules and the Memorandum of Incorporation and any amendments thereto, where applicable, without prejudice to the Association’s right to hold the member responsible for any breaches of the House Rules and/ or Memorandum of Incorporation.

- 7.2.2. The lease will be of no force and effect until such time as the Association's written consent to the lease has been obtained.
- 7.2.3. No member shall let or sublet any portion of their dwelling, including a loft room, whilst occupying the residual portion.
8. The HOA reserves the right to withhold access of a tenant should a copy of the Addendum to Lease Agreement not be filed with the Estate office, within 7 (seven) days of renewal.
9. No Homeowner, Tenant or Resident may make use of the services such as Airbnb for letting out their properties, wither in whole or in part.

## **SALE**

10. Members or estate agents should operate on a "by appointment" basis in which they must personally accompany prospective purchaser to any Property for sale.
11. No "for sale" signage boards or advertising boards of any nature shall be permitted to be erected on the Estate.
12. No show houses or auctions will be allowed.
13. Any advertising in the press or online must contain the Clifton Hill logo which will be provided by the Estate office.
14. Should a member or estate agent wish to sell his/ a property in the Estate the member/ estate agent must follow the procedures as set out by the Association, of which can be amended by the Association as it may deem fit.
15. Should there be a concluded sale of a member's property, all administration fees paid and the prescribed CHHOA Sale Agreement together with the CHHOA Sale Pack be completed, these must be submitted to the Estate office for approval from the HOA. Only once the approval is received from the HOA will the completed documents be sent to the CHHOA's appointed Managing Agents whereby the elected Conveyancing Attorneys may request final settlement figures.
16. The Consent to Transfer will only be signed by the HOA once the owner has satisfactorily settled all his levies and other obligations to the HOA and the Estate Manager has inspected the premises for non-compliances which must be attended to. It is further required that an approved plan be kept on file by the HOA. It is the responsibility of each and every owner to ensure that this requirement is met. Non-compliance will result in the Consent to transfer being withheld by the HOA.
17. In the interest of maintaining the security and standard of the Estate, any sale of Property concluded in Clifton Hill Estate, shall only be effective if concluded in compliance with the standard sales documentation owned by the HOA which incorporates the MOI, Rules and other HOA documentation. This arrangement is extremely important and necessary to ensure all requirement of, and obligations to, the HOA are complied with prior to the actual sale. The transferee must agree in the sales documentation, in writing, to become a member of the HOA.

18. No prospective purchaser may take occupation until such time as an early occupation agreement is in place should occupation be required prior to the transfer of the Property or upon transfer of property and the Induction meeting being had to discuss rules and policies regarding the Estate as well as being registered on the access control system.

**J. DOMESTIC EMPLOYEES AND CONTRACTORS**

1. All domestic workers, general assistants, cleaners, gardeners, au pairs etc. must be registered with the Estate office and be loaded onto the access control system.
2. Any member wishing to employ as stated in J.1 shall request and submit a CHHOA Employee take-on form which confirms the address and name of the Resident the employee will be registered to, the days in which the employee must be registered to have access as well as a copy of the employee's identification document. An appointment must then be made with the Estate office to register the employee onto the access control system.
3. The HOA will issue to such employee a CHHOA identification card to facilitate entry into the Estate.
4. Owners shall be responsible that their workers comply with all security requirement as well as all rules of Clifton Hill Estate.
5. The HOA shall be entitled to withhold its consent where it is of the opinion that the proposed employee is either unsuitable or would involve a security risk if employed within the Estate.
6. In granting its consent, the HOA may in addition impose certain terms and conditions relating to the employee's employment, where it deems such imposition necessary.
7. The HOA may at any stage after approving the employment of an employee, subject to its compliance with any statutory laws and practice which might be in place from time to time withdraw its consent and request the member to terminate the employment of such employee.
8. A member may employ more than 1 (one) domestic employee, provided only 1 (one) such domestic employee shall be entitled to "live-in" on the Property. A member may only be allowed a "live-in" domestic employee if suitable accommodation is provided on his property and approved and acceptable by the HOA. No relative or friend of the domestic employee shall be allowed co-habitation without the prior approval of the HOA.
9. Any member employing an employee as set in J.1 shall be liable to the HOA for such employee's conduct and behaviour within the Estate, as well as for any visitor of such employee who enters the Estate.
10. For the purpose of this clause, a member shall include any person who occupies or lets a dwelling.
11. No domestic employee may have an overnight visitor on the Estate without the written permission of the HOA.

**K. OPERATION OF BUSINESS WITHIN THE ESTATE**

1. No Homeowner may operate a business from the confines of his property, without the prior consent received from each respective household within the village concerned and final approval by the Association.
2. No Tenant may operate a business from the confines of the property being leased.

**L. MAINTENANCE OF PROPERTY**

1. Every member shall be obliged to keep and maintain his property in good state of the repair, due regard being had to the concept of the Estate being an up-market housing development.
2. Every member shall ensure that at all times his lawn and garden area are well maintained due regard being had as to the aesthetic requirements and standards imposed by the HOA.
3. A member who contravenes the provisions of this Clause and who after due notice has been given to him by the HOA to remedy such fault or omission, fails to rectify, repair or remedy the same shall be liable to pay any costs incurred by the HOA in rectifying, repairing or remedying such fault or omission.
4. In giving effect to Rule J.3 the member may not refuse the HOA or its duly appointed agent or employees entry to his property for the purposes of carrying out the provisions hereof.
5. No member shall deviate from the restrictions imposed by the HOA relating to compliance with the nature and amenity of the Estate and shall be obliged to strictly adhere to the requirements, terms and conditions relating thereto.
6. Air-conditioning units must strictly be placed on ground level. Preferably housed in courtyards, alternatively if not able to house the unit in the courtyard it must be appropriately screened.
7. Water tanks, mechanical equipment, and plant such as ducts, pool pumps etc. must be adequately screened and sound-proofed and must not be visible from the road and/ or neighbouring properties.
8. All trunking and conduit pipes must be painted the same colour as the main house colour.
9. DSTV/ Satellite dishes and TV aerials must be positioned with care and due regard to neighbours and the Estate aesthetics and must be painted the same colour as the main house colour.
10. Property fencing must be kept to Estate requirements as per the fencing specifications available from the Estate office.
11. Garden gates and fencing poles and slats must be treated and kept in good state of repair.
12. Garage doors are to be kept in good state of repair due regard being had as to the aesthetic requirements and standards imposed by the HOA.

**M. ALTERATIONS OR IMPROVEMENTS TO PROPERTY**

1. No improvements or alterations of any sort whatsoever may take place on or to any Property unless the member obtains written approval from the CHHOA Building Committee.
2. Any member wishing to effect alterations and improvements to his property shall submit to the CHHOA Building Committee the following documentation in order for it to grant approval:
  - 2.1. A site diagram of the Property on which is clearly indicated the position of any structures to be erected and such structures external boundaries/ walls;
  - 2.2. A detailed building plan of all structures to be erected on the property;
  - 2.3. Where possible, building plans on which is detailed all elevations of the structures concerned;
  - 2.4. A schedule of all external finishes to the structures;
  - 2.5. A schedule detailing the materials or items to be used in construction;
  - 2.6. The Association's prescribed fee's as per the CHHOA Building Protocol document.
3. Any building plans referred to in this clause shall be drawn by an Architectural Technologist or Architect or a Drafts Person, to scale and shall comply with the CHHOA standards as well as the National Building Regulations.
4. All building plans must be sent to the Estate office who will in turn send the proposed building plans to the HOA appointed "in-house" Architect for review, once approved by such Architect the Building plans must then be checked and approved by the CHHOA Building Committee.
5. No construction work of any kind may commence on the Property until all the necessary approvals required in terms of the CHHOA Building Protocol document are met. This includes the approval of the Local Authority.
6. The member shall be obliged to furnish the HOA with a stamped copy of the local authority approved final building plans prior to commencement of building operations.
7. The member undertakes to ensure that any alterations or improvements to the Property are erected strictly in accordance with the approved building plans. Any deviations to the approved plans shall be liable to a fine as determined in the CHHOA Building Protocol document.
8. Any structure to be erected on the Property shall be constructed of clay or cement blocks, provided that the HOA may, in granting its consent, condone the use of any other material which it solely in its discretion may deem fit to use as a result of being harmonious with other structures already erected within the Estate.
9. Approved at a Board Meeting on the 20<sup>th</sup> of July 2023, GENERATORS are no longer permitted on the Estate. The HOA will now be phasing out the usage of the previously approved, generators, due to the noise pollution created.

9.1. The following conditions will still apply to the previously approved generator installations:

9.1.1. There will be no disturbance or danger to neighbours,

9.1.2. It is quiet,

9.1.3. There are no gas fumes or vibrations.

10. The commissioning of wendy/ doll houses requires the following for the approval from the HOA:

10.1. All new installations are to be approved by the Estate Manager; applications are to be submitted in writing.

10.2. A site inspection to position the wendy/ doll house will be done with the homeowner and the Estate Manager.

10.3. The wendy/ doll house may not exceed 2m x 2m x 2m high at the highest point – a flat roof is preferred.

10.4. The wendy/ doll house may not have any water or electrical connection whatsoever.

10.5. The wendy/ doll house may not be used for accommodation for any person to overnight in.

10.6. The wendy/ doll house must be screened by appropriate material – to be discussed with the Estate Manager.

10.7. The wendy/ doll house will be audited/ inspected annually with the homeowner to ensure compliance to the above.

11. The commissioning of sustainable living greenhouses is only permitted once prior approval is received in writing from the Estate Manager.

11.1. The sustainable living greenhouse must be erected in such a manner that due regard is had to the concept of the Estate being an up-market housing development.

#### **N. PERIMETER WALL OR FENCING**

1. Where additional fencing or walls are required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the guidelines and no fencing may be installed until the written approval of the HOA has been obtained. Safety fences shall be erected where deemed necessary as determined by the HOA or Local Authority.

2. No fences or gates are to be erected across driveways.

3. No resident may walk along the Estate electrical perimeter fencing.



## **O. COMMUNUAL AMENITIES**

1. Swimming Pools;
  - 1.1. Swimming will be allowed only between the hours of 07h00 and 20h00 each day.
  - 1.2. Children under the age of 10 years must be accompanied by a competent adult.
  - 1.3. Pets are not allowed around the poolside or in the pools.
  - 1.4. Radios and music players, if used around the pool, should only be at a very soft and muted volume and should cease by 20h00.
  - 1.5. Pool furniture must not be removed from the facility.
  - 1.6. The use of the pools must be done in such a way so as not to create an unreasonable nuisance or disturbance to those Residents living in close proximity to the pools. No person shall use the pool in a manner as to interfere unreasonably with the amenity of other users.
  - 1.7. No pool cleaning equipment, pumps, piping, etc. may be used or moved by Residents, and only the appointed persons (outside agents or specially authorised Residents) may operate the equipment.
  - 1.8. Surfboards, cold drink cans, glass bottles and hard objects of any sort are totally prohibited in the pools.
  - 1.9. Access to the swimming pool is only by means of the swimming pool gate. Under no circumstances is the fence or gate to be tampered with.
2. Tennis Court;
  - 2.1. The tennis court is available to all residents of Clifton Hill Estate.
  - 2.2. Playing of tennis will be allowed only during the hours of 07h00 to 20h00.
  - 2.3. Balls and rackets must be provided by the players.
  - 2.4. The use of the tennis court must be done in such a way so as not to create an unreasonable nuisance or disturbance to those Residents living in close proximity to the courts.
  - 2.5. No bicycle, or other wheeled devices may be ridden on the tennis court.
  - 2.6. Climbing on or over any fences or nets is prohibited.
3. No person may use any sporting facility provided within the Estate unless a member is present at all times during the use of such facility.
4. Persons using any sporting or other facilities provided on the Estate do so entirely at their own risk and the HOA shall not be liable for any loss or damage of whatsoever nature arising out of the use by any person of any of the aforesaid facilities.

5. Any person entering any sporting facility area does so entirely at his own risk and shall have no right to claim any damages of whatsoever nature from any person who, person who, whilst using such facility unintentionally inflicts an injury to such person, provided further that such injured person shall have no right to claim of any damages of whatsoever nature from the HOA arising out of suffering any injury whilst being within such sporting facility area.
6. All sporting or other facilities provided on the Estate shall at all times be under the control of the HOA an any duly appointed employee or official (i.e. Security Officer or official (i.e. Security Officers) authorised by it, may order any person using such a facility to cease use thereof and leave/ vacate such facility, if in the opinion of the duly appointed employee or official whose decision shall be final, that such person is guilty of:-
  - Bad or unsportsmanlike behaviour;
  - The use of foul or bad or blasphemous language;
  - Indecent behaviour;
  - Interfering, preventing or obstructing any person's use and enjoyment of such facility;
  - Generally behaving in an unacceptable manner, according to the normal standards of behaviour that the HOA requires and insists upon from all members.
7. The rules for the use of common facilities shall be determined by the HOA from time to time.
8. Legends Lifestyle Centre;

The Service Level Agreement between Legends Lifestyle Centre and Clifton Hill Homeowners Association (CHHOA) for the provision of a Lifestyle & Wellness Centre inclusive of pool, squash court, gym & exercise centre, as well as office and retail space.

This agreement outlines the prometers of the service(S) and facilities covered and provided for by Legends Lifestyle as they are commonly known by the service providers and the members of CHHOA.

It does not supersede current CHHOA processes and procedures unless explicitly stated. This agreement enhances the CHHOA's Memorandum of Incorporation and details the working relationship between Legends Lifestyle and the CHHOA and its constitution.

### **Description of service**

Legends Lifestyle will provide a lifestyle centre for each member of the association and their direct family members permanently residing at Clifton Hill Estate.

The use of this facility including the squash court, indoor pool and gym facilities shall be limited to a max of five members per household. The service will be limited to 214 homes and a maximum of 250 external memberships.

On a monthly basis, and by prior arrangement, each household shall be entitled to have 1 guest to play squash.

The use of 'common areas', including the lounge, restaurant, putting greens, clubhouse and sports field will be for the use of members, tenants and their guests.

Tenants, who's landlords have ceded the usage rights of the Lifestyle centre to them, will be given all privileges of the homeowners as stated above.

Should any residence have more than the max of 5 family members, then a membership contract will need to be entered into with Legends for the additional person/s requiring use of the facilities.

Should a homeowner have less than 5 family members residing in their home, and additional non-family members are residing permanently on the property, then application can be made for these additional residents to utilize the facilities at a reduced cost. This application, and the outcome thereof, is at the discretion of and will be decided on by the Lifestyle centre sub-committee.

This service is provided by the service provider, Legends Lifestyle (NOT CHHOA) and is funded, in part, by the CHHOA by means of a monthly levy contribution. All services must be safely and professionally delivered, accessible to all, regularly monitored, evaluated, and continuously maintained and improved.

All services will be re-evaluated annually by a joint review committee comprising representatives from Legends Lifestyle and the CHHOA.

The purpose of this evaluation will be to establish the demand required for possible new services as well as the popularity of established services on offer and to make the necessary adjustments for the benefit of CHHOA members and Legends Lifestyle.

## **Terms of service**

### Hours of operation

- Monday – Thursday: 5am to 7.30pm
- Friday: 5am to 7pm
- Saturday: 7am to 1pm
- Sunday: 8am to 12pm
- Public holidays: CLOSED

Legends Lifestyle Centre will manage all subsequent hours via their standard services, and no amounts shall be payable by the CHHOA and its members in respect of such subsequent hours.

*THESE HOURS MAY, ON CONSULTATION WITH THE CHHOA, CHANGE DEPENDING ON DEMAND OR BY REQUEST.*

### **THE SERVICE WILL BE PUBLICISED BY THE SERVICE PROVIDER AS WIDELY AS POSSIBLE VIA:**

- Group newsletters
- Service providers website/ social media

- Posters & publications material as appropriate
- Any other relevant publications

### **Costs**

1. The parties agree that the facilities and services provided by Legends Lifestyle will attract a monthly remuneration to Legends Lifestyle from the levy contribution from the CHHOA members by means of a monthly contribution as stipulated and agreed between the CHHOA and Legends Lifestyle representatives.
2. External membership costs will be determined by the service provider and the service provider will be exclusively responsible to include a once off access fee payable to the CHHOA for ingress into the estate.
3. No disbursements will be paid by CHHOA or any of its members. (Building costs, levies, electricity, water, insurance, and any other form of operational costs etc.)
4. Should, in respect of the provision of any services, the service provider receives aggregated amounts in excess of the service amount, then such excess amounts shall be given to the CHHOA within 30 days of receipt.
5. If the service provider is vat registered, then the fees charged and contribution in (A) above are vat inclusive.
6. If the service provider is not VAT registered the CHHOA will not be responsible for payment of VAT should SARS or customs state that the service provider should have registered for VAT.
7. The service provider will provide the CHHOA with a VAT invoice (if VAT registered) for the contribution.
8. Legend Lifestyle pay a monthly levy equivalent to 3 times of the standard household levy for complete on-site external visits up to 150 guests for the lifestyle centre, this will be reviewed annually between the representatives of the CHHOA and Legends Lifestyle.
9. Levy increases will be determined annually by the CHHOA and Legends Lifestyle representatives.

The service provider will be responsible for:

- Providing an invoice which states the total amount payable by the CHHOA, as agreed in point a) above.
- Payment of 3 x monthly CHHOA levies, as agreed between the CHHOA and legends Lifestyle representatives.
- On receipt of a VAT invoice, (where applicable), the Service Provider will make payment before the 10th of every month as to ensure penalties are not incurred.
- Maintaining valid insurances in accordance with the requirements in operating a Gym and lifestyle centre.

- Providing the CHHOA with monitoring information relating to the service before each scheduled review meeting.
- Attending all scheduled review meetings.
- Attending additional meeting if required by the CHHOA to discuss any issues.
- Ensuring systems are in place to keep the service users safe while using the service and equipment.
- Ensuring systems are in place to keep the individual (Employees) delivering the service safe in their workplace e.g. personal safety and alone working policies.
- Ensuring that the service is provided with reasonable skill and care in accordance with all applicable laws and bylaws.
- Ensuring that all the staff or the individual(S) covered by this agreement will have the appropriate and current qualifications and training.
- Practice according to the standards of their professional qualification.
- Have access to appropriate and relevant educational material about the services and equipment offered.
- Treat service users with dignity, respect, and consideration.
- Observe service user confidentiality.
- Deliver the service in a commensurate manner with service users' needs and ability.
- Providing monitoring reports to the CHHOA via the designated email address at least 4 days before the scheduled review meeting date.
- Complying with all applicable health & safety legislation including the occupational health and safety ACT 1993 and amendments thereof.
- That any equipment provided for is fit for purpose and is inspected and maintained regularly.
- That staff or the individual(S) covered by this agreement are competent to demonstrate, use and aid service users in their use of said equipment.
- That staff or the individual(S) covered by this agreement are competent to manage:
  - Any first aid incident and provide appropriate treatment.
  - Any emergency situation resulting in the service needing to be evacuated from the venue safely.
  - They notify the CHHOA in advance of all health and safety requirements.

- They notify the CHHOA named contact of any relevant incident / accident within 24hours.
- Checking venue accessibility at the premises where the service takes place is suitable for their specific service users.

**THE CHHOA IS RESPONSIBLE FOR:**

- Providing awareness on CHHOA issues to the service provider, where required.
- Responding to all reasonable requests from the service provider within {7} days
- Ensuring the service provider is informed of any changes to the CHHOA representation for the service review group and / or any other CHHOA changes or development which may affect the individual(S) delivering the service.
- Adhering to all reasonable health and safety requirements as notified to it by the service provider where any members of the CHHOA are at the premises where the service is taking place.
- Providing a name point of contact for the service provider and all those using the service.
- Observing service user confidentiality
- Ensuring that those using the service are notified in advance of any changes to it.
- Access CHHOA – Will provider admin staff to assist with the loading of biometrics for all external members & tenants of Legends Lifestyle during office hours or at any mutually agreed / scheduled times.
- Attending all scheduled review meetings.
  - Calling review meeting every {3} months.
  - On receipt of a VAT invoice, (where applicable), the CHHOA will make payment to the service provider before the 1st of every month.

**THE SERVICE PROVIDER & THE CHHOA WILL BE JOINTLY RESPONSIBLE FOR:**

- Service development & planning in relation to proposed changes to this service.
- Working together to ensure the facility adequately caters for the requirements of all service users within the parameters of this agreements and to ensure that the Legends Lifestyle remains a sustainable asset for Clifton Hill Estate.
- Taking minutes of review meetings and circulate these to the service review group within 7 days of the meeting date.

## **Complaints**

Service users should be given clear guidance on how to make a complaint & suggestions if required.

All complaints & suggestions will be dealt with via the service provider's complaints procedure and discussed and resolved at the joint review committee meeting.

Complaints not able to be adequately addressed within the service providers complaints procedure will be dealt with by the CHHOA in the first instance. If the complaint cannot be dealt with by the CHHOA it should be escalated using the community scheme ombudsman service 'comments and complaints' policy.

Full records must be kept of all complaints, investigations, and outcomes.

A summary of all complaints, investigations & outcomes must be provided by the service provider to the CHHOA at service review meetings. Review and monitoring of the service.

## **Insurance & Indemnity**

For the duration of this agreement the service provider will maintain:

- Professional indemnity insurance with an indemnity limit of not less than R5 million. This insurance must not contain any exclusions relating to bodily injury or to the provision of a medical service or advice.
- Public liability insurance with a limit of not less than R10 million. This insurance must not contain any exclusion in relation to accusation of abuse.
- Treatment liability insurance (or medical malpractice insurance) with an indemnity limit of not less than R10 million.

All relevant insurance policies held by the service provider must contain an "indemnity to principles" clause.

The service provider agrees to indemnify the CHHOA in full against all costs, expenses, damages, and losses (whether direct or indirect) including any fines, legal another professional fees and expenses awarded against or incurred or paid as a result or in connection with services provider under this agreement.

Evidence of insurance will be provided by the service provider to the CHHOA prior to signing of this agreement.

## **EQUAL OPPORTUNITIES**

The service provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relation to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in the services they deliver.

No members of the CHHOA and persons of their household residing at Clifton Hill Estate will be refused access to or given lower priority for the service providers under their normal channels or referral methods due to the existence of this agreement.

## **DATA PROTECTION**

Where the service provider processes any personal data, (as defined by the POPI act 2013 (the ACT) or any successor legislation), which it has received from the CHHOA or from on behalf of any individual to whom it is providing this service, it will ensure that they:

1. Fully comply with the ACT or any successor legislation.
2. Take all technical and organisational security measure necessary to prevent unauthorised or unlawful processing of personal data and to avoid accidental loss of, destruction of, or damage to the personal data.
3. Only process the data in accordance with instruction given by either the CHHOA or the individual and only to the extent that it is necessary to fulfil its obligations under this agreement or to the individual.
4. Take all necessary steps to ensure the reliability of all its employees who may be involved in processing the personal data.

The service provider will indemnify the CHHOA against any liability, loss, cost claim or expense incurred as a result of any breach of this ACT or any successor legislation or this provision by the service provider.

## **VARIATION**

If circumstances in which variations to the terms of this agreement arise, both parties will discuss how they can continue to meet the requirements and facilitate any adjustments which may be necessary.

## **GOVERNING LAW & JURISDICTION**

The construction, validity and performance of this agreement and all non- contractual obligations arising from or connected with this agreement shall be governed by the laws of South Africa. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of South Africa over any claim or matter arising under or in connection with this agreement.

## **FINALITY OF AGREEMENT**

This agreement and the obligations of each party shall exist in perpetuity. To ensure that this arrangement remains mutually beneficial to both parties it shall be reviewed annually. Any changes in service level or obligation needs to be agreed by both parties and be in the best interest of the CHHOA and Legends Lifestyle.



**P. USE OF COMMUNITY HALL / CLUBHOUSE**

1. The Community Hall and Clubhouse shall be available for hire on all days; however, the Association reserves the right to prohibit or limit use of the whole or any part of it for any reason whatsoever.
2. In general, the Clubhouse facilities are for the use of and enjoyment of Residents only. Nevertheless, members must reserve the facilities should they wish to use them, and the use of the Clubhouse will be allocated by the Association on the basis of the earlier applications for reservation being given preference.
3. Booking of the Community Hall or Clubhouse is to be made through the Estate office during working hours.
4. When booking the Clubhouse, if the field is to be used, this must be booked with Legends Lifestyle as the land belongs to Legends Lifestyle.
5. Music in the Community Hall / Clubhouse may only be played at a reasonable volume and after 00h00 hours, the volume must be such that it cannot be heard from outside the Community Hall / Clubhouse. Generally, noise within the Community Hall / Clubhouse must be limited to a reasonable volume.
6. The use of waterslides is prohibited.
7. Jumping castles etc. must be removed after use, same day as installation.
8. No jumping castles etc. are permitted inside of the Community Hall / Clubhouse or its verandas.
9. Persons hiring the Community Hall / Clubhouse do so entirely at their own risk and the HOA shall not be liable for any loss or damage of whatsoever nature arising out of the use by any person of any of the aforesaid facilities.
10. Any person entering the Community Hall / Clubhouse does so entirely at his own risk and shall have no right to claim any damages of whatsoever nature from any person who, whilst using such facility unintentionally inflicts an injury to such person, provided further that such injured person shall have no right to claim of any damages of whatsoever nature from the HOA arising out of suffering any injury whilst being within such facilities.
11. The rules for the use of common facilities shall be determined by the HOA from time to time.

**Q. HOMEOWNERS' ASSOCIATION PROPERTY**

1. All implements and vehicles for the use by the Association on the Estate, and in the common areas are to be registered in the name of the Association.
2. The Association may at its discretion and at the cost of the Association, purchase or have property transferred into the name of the Association and such property shall be deemed Association Property.

**R. PAYMENT OF LEVIES AND OTHER AMOUNTS OWING TO THE ASSOCIATION**

1. The amount levied upon each member under the provisions of the Memorandum of Association, shall be paid by such Member to the Association in terms of the provisions relating thereto in the Memorandum of Association.
2. The Association shall be responsible for the collection and payment of all Rates and other Municipal Taxes levied on the Association, to the Council.
3. The Association shall be obliged to issue a Levy Clearance Certificate or Consent in the event of any member selling a property or share in a property or a member's interest or any share or interest in any owner of property in the Estate.
4. All other amounts payable to the Association are to be paid as soon as the account is rendered.
5. Any amount owing to the Association by any member after 10<sup>th</sup> of the month shall be subject to a 10% penalty charge on the outstanding amount.
6. In the event of the Association instructing an attorney to take any steps against a member as a result of such member failing to pay any amount owing by him or failing to comply with the obligations in terms of the Memorandum of Incorporation or House Rules, then such member shall be liable to pay all legal costs incurred thereby, on the attorney and client scale, plus collection commission.
7. In the event that a member owes the Association an amount in excess of R500.0 (five hundred rand) and the amount is not in dispute, such member will lose his rights as a member in the following way:
  - 7.1. The use of all common facilities such as the sporting facilities, the Community Hall, Clubhouse etc. within the Estate will be denied to the member;
  - 7.2. The member will have no voting rights at any Annual General Meeting of the Association.

**S. GENERAL**

1. The Association hereby disclaims generally any responsibility for any injury to any person, damage, loss or theft of any property belonging to any person, which occurs or arises within the Estate, irrespective of the cause thereof.
2. The Association reserves the right to search any persons entering or leaving the Estate or believed to be acting in a suspicious manner.
3. No member, his family, guests, invitees, or any other person who has entered the Estate, either with or without the permission or consent of the Association, may take any claim or institute any action of whatsoever nature against the Association for payment of damages, loss or otherwise.
4. From time to time, the Estate Management will send out requests for information that are integral for the secure effective running of the Estate. You are required to:
  - 4.1. Submit the information within the required time frame.

4.2. Submit true information.

Failure to adhere to 4.1. and 4.2. above will result in the fines procedure being implemented.

5. No person shall trespass on another person's property on the Estate. An unexplained presence of a person on another person's property may result in a complaint of trespassing being submitted by the affected Resident to the Association.
6. No person shall remove any items from a property without permission or consent from the owner or tenant of that property.
7. Drones are not permitted to be flown within the confinements of Clifton Hill Estate and its entirety; special permission may be obtained by the Estate Manager.
8. No flags of any nature, flag poles, or radio aerials on poles may be erected on private residential dwellings in Clifton Hill Estate.
9. Respect and general consideration by all Residents and guests for all other Residents and all users of Clifton Hill Estate shall be exercised at all times. Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other Resident(s), or his/her/their rights, in any manner deemed by the HOA to be unacceptable to harmonious living, is strictly prohibited.
10. The use of any kind of shade cloth, other than for the purpose of construction, is prohibited, unless authorised by the Estate office.
11. The use of car hooters within Clifton Hill Estate to beckon or attract Residents', workers or security officers' attention is prohibited.

**T. BREACH OF RULES**

1. In the event of any breach of these rules by the members of any member's household, his guests, or lessees, such breach shall be deemed to have been committed by the member himself.
2. Notice of breach shall be given via email or in writing to the member guilty thereof by the Estate Manager on behalf of the HOA at the address of the property owned by the member within the Estate and shall contain the following information:
  - 2.1. The nature of the breach;
  - 2.2. The time period, if applicable, in which the breach is to be remedied;
  - 2.3. The fine imposed by the HOA on the member for committing such breach;
  - 2.4. Any other information the Association might deem necessary.
3. Notice will be deemed to have been duly given if such breach notice has been emailed to the address on the HOA's records, or on hand delivered to the member's address stated in Rule 2, by either affixing such notice to a prominent fixture on the property or by placing the notice in the members appointed post/ letter box or by means of a registered letter sent to the address stated in Rule 2.

4. In the event of any member disputing the fact that he has committed a breach of these rules, a Committee consisting of the Chairman together with the Estate Manager, shall adjudicate upon the issue at such time, and in such manner, and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
5. In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these rules, or any condition or direction given in terms thereof shall be deemed to be guilty of a separate offence; for every 24 (twenty-four) hours or part of such period during which such offence continues.

**U. FINES**

1. Any person who contravenes or fails to comply with any provision of the Memorandum of Incorporation and/or these House Rules, or any condition or direction given in terms thereof, will be liable to a fine in an amount to be decided upon by the Association.
2. In the event of a member failing to pay a fine imposed within the period stipulated by the HOA, until such time as the said fine has been paid:-
  - 2.1. No transfer of member's property shall be registered;
  - 2.2. Such member shall not be entitled to the use of the Estate's facilities or amenities;
  - 2.3. The member will have no voting rights at any Annual General Meeting or General Meeting of the Association.
3. Any fine imposed upon any member shall be deemed to be a debt due by the member to the Association and shall be recoverable by ordinary civil process.

**V. SECURITY**

1. All security procedures in force from time to time shall be strictly adhered to at all times, by all persons inside of Clifton Hill Estate.
2. Security is a shared responsibility; Residents must report to security any suspicious or unlawful occurrence immediately as it is seen or perceived.
3. Each Resident shall be responsible for the safe keeping and proper use of his/ her individual access card, if issued instead of biometric access, and shall not permit the use thereof by unauthorised persons. Any breach of this nature shall result in an immediate fine being imposed.
4. Security personnel will not be held responsible for items of any sort delivered to the Security Office.
5. Security personnel are not allowed to collect, deliver, or escort persons or goods within the Estate unless authorised by the Estate Manager.

**W. ESTATE MANAGER**

1. The Association may delegate its own powers in terms of these rules to an Estate Manager upon such terms and conditions as it may deem fit.
2. The Estate Manager may delegate any of the powers so delegated to him, to any person nominated by him for the purpose and upon such terms and conditions as he may deem fit.
3. The overall responsibility of the Estate Manager will be to report to the Chairman of the Board of the Association and to manage the affairs of the Estate, implementing, monitoring and reporting on the decisions taken by the Directors in accordance with the Memorandum of Incorporation, these House Rules and any other Rules and Guidelines imposed by the Association. The duties and responsibilities of the Estate Manager shall include:
  - 3.1. The provision of monthly reports to the Directors on all matters pertaining to the Estate;
    - 3.1.1. The conducting of weekly inspections of the Estate and reporting on all deviations or transgressions of the Memorandum of Incorporation, the House Rules and any other Rules or Guidelines imposed by the Association;
    - 3.1.2. The monitoring of the activities of all contractors appointed by the Association and the measuring of the performance of such conditions against all service level agreements between the Association and the contractors;
    - 3.1.3. Liaising with members and residents on an ongoing basis;
    - 3.1.4. The carrying out of decisions taken by the Association relating to the effective running of the Estate.

**X. DISCLAIMER**

1. The Association shall not be liable for any injury to any person, damage to or loss of any property, to whosoever it may belong, occurring or suffered, upon the Estate regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring within the Estate. Members shall not, under any circumstances, have any claim or right of action whatsoever against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
2. The Association and/or its Agents shall not be liable to any member or any of the member's Lessees, or their respective employees, agents, invitees or customers or any member of the public, dealing with the member or any Lessee for any injury or loss or damage of any description which the member or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Estate, regardless of the cause thereof.
3. Members hereby indemnify the Association and its employees, and agents, and lawful invitees and hold them harmless against all claims by any person arising from any injury or loss or damage as contemplated in this Rule Y.