

# **BRETENWOOD HOMEOWNERS' ASSOCIATION**

## **CONDUCT RULES**

## **INTRODUCTION**

The Brettenwood Homeowners' Association (the Association) is an association of all purchasers (i.e. homeowners) in the gated community known as Brettenwood Coastal Estate, situated at Sheffield Beach. The Estate consists of freehold property and sectional title entities.

The Association is incorporated as a Section 21 Company, not for profit and not having a share capital, under the Company's Act 1973 therefore does not pay dividends and does not distribute assets to its members. Being a registered company, the Association has the responsibility of managing and running the affairs of the Estate to the benefit of all its members.

The Association and its operations are legally bound by its registered Memorandum of Incorporation (its constitution) which stipulates all definitions, procedures and regulations for this management. Every owner should ensure that he or she is given a copy of "Memorandum of Incorporation" when purchasing property on the Estate.

### **1. MEMBERSHIP**

- 1.1. The purchase of an erf or sectional title entity carries with it obligatory membership of the Association. Membership confers one voting right. Multiple ownerships (joint ownership, trusts, close corporations, companies, etc.) are required to nominate one party per erf only as the voting member. Owners may not resign from membership nor may they cede their membership rights and obligations.
- 1.2. Should an owner sell a property, the sale must include a condition in the agreement that the proposed transferee has bound himself/herself to becoming a member of the Association on transfer of the property.

### **2. AIMS AND OBJECTIVES**

- 2.1. The Association's aim is to establish and maintain a culture of a co-operative and quality lifestyle on the Estate, whilst running the Estate effectively on a day-to-day basis, thus maintaining and improving the value of the Estate.
- 2.2. Happy and satisfied community living is achieved when owners and residents use and enjoy their properties and the common areas in such a manner that they show respect and consideration for the rights of other members of the community.

### **3. ADMINISTRATION**

- 3.1. To support these objectives, the Association appoints Directors in terms of the Memorandum of Incorporation who, in turn, constitute a Committee. The committee facilitates matters pertaining to the running of the Estate and receives and recommends suggestions, requests and or identifies and addresses any potential or perceived problems.
- 3.2. The Association, as such, determines the policy and through its Directors appoints staff to carry out that policy and to manage the day-to-day running of the Estate.

### **4. MANAGEMENT OF THE ASSOCIATION**

- 4.1. The Association is managed by members elected as Directors by fellow members at the Annual General Meeting in terms of the requirements of the Companies Act 1973. Certain rights are conferred on the developer, the Hulett Development Company (Pty) Limited, during the development period.
- 4.2. All business and responsibilities of the Association, referred to in these Conduct Rules, are those of the elected Directors are held accountable to the Association and its members.
  - 4.2.1. The laid down business of the Association, is to:
    - 4.2.1.1. control, manage and administer the Estate and to maintain its common property.
    - 4.2.2. In furtherance of this the Association may:

- 4.2.2.1. hire, contract or assign officials, consultants, or firms to carry out services.
- 4.2.2.2. raise funds, by ways of levies, to accomplish their duties.
- 4.2.2.3. appoint individuals, committees or consultants for advice and assistance as required.
- 4.2.2.4. establish rules to regulate the conduct of members to the benefit of all and to impose financial penalties for noncompliance to the rules.

## **5 LEVY PAYMENTS**

- 5.1 Owners must pay levies in full and in advance by the 1<sup>st</sup> day of each month.
- 5.2 Owners in arrears by the 7<sup>th</sup> of the month will pay interest at 5% above the current prime overdraft rate of the Association's appointed bank, and such interest will be applied to the full amount overdue from the 1<sup>st</sup> of the month until the date of payment. Interest will be compounded monthly.
- 5.3 Owners still in arrears after 30 days must pay the overdue amount including interest as at the date of payment on invoice.
- 5.4 Owners in 60 days arrears will accounts and the full interest thereon will be handed over for collection and legal action may be taken. Any costs incurred as a result of this and all additional interest up to the date of final settlement will be for the owner's account.
- 5.5 Any interest on, or collection fees for overdue levies will be considered to be part of the levy and treated as such.
- 5.6 In exceptional circumstances, where a member may have a problem regarding payment of levies, he/she may approach the Association with a request for special consideration and/or temporary relaxation of the above rules. Any decision in this regard will be will at the discretion of the Association.
- 5.7 Levy payments may not be reduced or withheld to offset against real or perceived partial non-provision of services, nor for any other reason unless previously discussed with and sanctioned by the Association in writing.
- 5.8 Owners who are away at month-end must make arrangements to ensure that levies are paid by the due date. Absence from home is not regarded as an acceptable explanation for non-payment. Owners are encouraged to pay their monthly levies by debit order for processing on the 1<sup>st</sup> business day of each month. Application forms for this are available from the Administration offices.
- 5.9 A statement from the Association setting out the amount owed by the member to the Association for levies and the fact that the same is due for payment will, until the contrary is proved, be sufficient and satisfactory proof for the purposes of obtaining provisional sentence, summary judgment or default judgment.

## **6 INSURANCE**

- 6.1 Owners owning freehold property on Brettenwood Coastal Estate are obligated, in terms of the requirements of the Memorandum of Incorporation, Clause 67, to obtain homeowner's cover from Messrs. Bay Union Insurance Brokers. This policy provides, at very favourable rates, the necessary cover from commencement of build through to occupation and then thereafter on the completed building and permanent fixtures and fittings.
- 6.2 No work may commence on any site until such time as the Estate Manager has been provided with a "Contractors Insurance Certificate" issued by Messrs. Bay Union Insurance Brokers.
- 6.3 On completion of the build and on instruction from the Estate Manager, a "Certificate of Completion" will be issued by Messrs. Bay Union Insurance Brokers.

6.4 Owners should, at all times, ensure they are satisfied with the value placed upon their house in the insurance schedule. It should be noted that insurance cover for household contents is the responsibility of the owner.

## **7 GOLF CART INSURANCE**

7.1 In order to safeguard all stakeholders, it is obligatory for all golf carts which are operated on the Estate to be adequately insured.

7.2 Each member shall annually arrange insurance cover for all golf carts on his or her unit with the association's approved insurance provider. The premium costs shall be paid by each member directly to the insurer.

7.3 Once a member has complied with the above, they will be issued with a sticker to be displayed on their golf cart at all times, which will allow the association the opportunity to easily identify those members who are compliant."

7.4 Only licensed drivers may drive golf carts on the estate.

## **8 SECURITY**

8.1 The Association provides general security for the Estate, including management of the perimeter wall/fence and access controls.

8.2 Any owner wishing to install a burglar alarm or armed response system is obliged to use the services of the security company contracted by the Association to manage the security of the Estate. There are considerable benefits, such as favourable rates, in using the Estate's service provider.

8.3 Where a residence is not permanently occupied, burglar alarms are to be of the non-audible type.

## **9 CONSTRUCTION OF DWELLINGS AND ALTERATIONS**

9.1 To ensure that all homes are built strictly in accordance with the agreed design principles established for Brettenwood Coastal Estate, an Architectural Review Committee has been formed by the Developer and is managed by the Association. Strict guidelines for building on the Estate that incorporate the basic principles, are covered in the Architectural Regulations which can be downloaded from the Estate's website or which can be obtained from the Homeowners' Association's Administration offices.

9.2 To ensure that the building meets with the aesthetics and the conditions of establishment of the Estate, prior approval of any building plans must be obtained from the Association, who will record an "Approval in Principle" before submission to the Local Authority. The KwaDukuza Municipality is the relevant enforcement authority in this regard. The requirements for submission of plans are covered in the above-mentioned Architectural Regulations.

9.3 The Association's right of control will include any extensions or alterations to existing dwellings, units or other structures that, when complete, is visible from the outside of the building. This includes fences, gardens and or any material changes.

9.4 Any arrangements, contracts or agreements made with contractors and/or sub-contractors will be subject to the rules and regulations contained in the Contractors Protocols. These can be downloaded from the Estate website or can be obtained from the Homeowners' Association's Administration offices.

### **9.5 Swimming Pools**

Owners must comply with the statutory requirements of the KwaDukuza Municipality in respect of swimming pools.

### **9.6 Fences**

Owners may only erect the type of fence or wall as stipulated in the Architectural Regulations and approved by the Architectural Review Committee. No fencing may be erected until written approval of the Association has been obtained.

9.7. By the 1st of June 2023, the owner of the vacant erven must have met all the following requirements.

9.7.1. Do everything necessary to appoint a competent and accredited professional team who will submit a complete set of building plans to the Architectural Review Committee (ARC) and obtain unconditional approval in writing, as well as.

9.7.2 Submit a full submission set to the relevant department at KwaDukuza Municipality (KDM) and obtain unconditional approval in writing such that they may commence construction.

9.7.3 Immediately following 9.7.2. A further 13 months is to be allowed for construction such that all construction on vacant erven should be complete on or before the 1st of June 2023.

9.8. The following Milestones will be closely monitored and managed by exception, if necessary, by the Estate Management Team and failure to achieve significant progress as determined by the Estate Manager will result in fines and penalties being imposed as follows.

9.8.1 ARC approval as per 9.7.1 must be obtained on or before the 30th of October 2021. Failure to do so will attract a fine of R1000 per month until such plan approval is achieved.

9.8.2 KDM approval all as per 9.7.2 must be obtained on or before the 30th of April 2022. Failure to do so will attract a fine of R1000 per month until such plan approval is achieved.

9.8.3 Construction complete within 13 months of KDM approval but by no later than the 1st of June 2023. Failure to do so will attract a double levy per month until completion and sign off by the BHOA.

9.8.4 These fines will run concurrently, together with the additional double levy which will be applied as of 1 May 2023

9.9 In the event that an owner of a vacant erven sells the vacant erven then the above milestone durations will be applied prorate from the date of transfer. These milestone dates are to be agreed with the Estate Management team and will be incorporated into the sale agreement such that new milestones fines and penalties as per 9.8 will apply after purchase.

9.10 It is also a requirement that owners of vacant erven must maintain the property in a well-maintained condition. The property should be kept trimmed on at least a quarterly basis or as determined from time to time by the estate manager and this is to include removal of any alien vegetation infestations. Should an owner of a vacant erven fail to comply with this requirement the Estate Manager will formally notify the owner to carry out the required cleaning and if not complied with within 14 days the estate manager will arrange for the site to be cleaned and trimmed to an acceptable standard and this reasonable cost will be debited to the owner's levy account.

## **10 UPKEEP AND MAINTENANCE OF RESIDENCES**

### **10.1 General House Maintenance**

10.1.1 The exterior of every "freehold" dwelling together with its fences, gardens, driveways, etc., must be continually maintained by the Owner in a neat and befittingly repaired, painted and properly kept condition. The maintenance of the exterior of Sectional Title units is the responsibility of the relevant Body Corporate.

10.1.2 Where, in the opinion of the Association, the condition of an exterior element of a property is not up to the required standards of the Estate, the Association will give written notice to the owner or Body Corporate to carry out the necessary improvements within a specified time.

10.1.3 Should the owner or Body Corporate fail to carry out the requested work, the Association will be entitled to carry out the work. The cost of the work will then be charged to the owner or Body Corporate, which amount will be deemed to be part of the levy due by the owner or Body Corporate.

## **11 SERVICE / FACILITIES**

### **11.1 Refuse**

- 11.1.1 Each household has to provide a green "Wheely" bin placed in a suitable position, ie not visible from the road or by neighbours.
- 11.1.2 Refuse collection is undertaken by the KwaDukuza Solid Waste Department (DSW) of the municipality on a Monday and Thursday.
- 11.1.3 Household refuse is to be placed in the BLACK municipal bags supplied by the municipality. A supply of these bags is provided to each household during the twice weekly refuse collection. These bags are then to be placed in the green "Wheely" bins which must be placed at the edge of the road by each household early on collection days. The bins are to be returned to the resident's courtyard as soon as they have been cleared.
- 11.1.4 Garden refuse is not to be placed in the black bags. The municipality provides white plastic bags for this purpose. These are collected on a Monday. Grass cuttings, leaves and branches, cut into manageable sizes, and other garden refuse can be placed in the garden refuse bags. Residents are requested not to place stones, sand, soil, cement or building rubble in these bags.
- 11.1.5 The Association will not be responsible for collection of any refuse not placed in the required marked municipal bags.
- 11.1.6 Residents may not dispose of any refuse, including garden refuse, on any private subdivision or the common property of the Estate.
- 11.1.7 Where refuse is of such a size or nature that it cannot be removed by the normal services, the resident will have to make special arrangements with the local authority or a private contractor to do so, and all the costs thereof will be for payment by the owner.
- 11.1.8 The disposal of any domestic animal remains will be the responsibility of the owner. This has to be done through private arrangement with the local authority and costs thereof will be for the owner's account. No domestic animal remains may be buried on the Estate.
- 11.1.9 Under no circumstance may refuse be put out or left out overnight or over weekends.
- 11.1.10 No burning or burying of garden or other refuse is permitted on the Estate.

## **12 MAINTENANCE OF COMMON PROPERTY**

- 12.1 The Association maintains the entrance gate, perimeter fence, roads, common property and overall security of the Estate. The costs involved forms part of the monthly levy.

## **13 GARDEN MAINTENANCE**

- 13.1 The Association/Developer has a planting servitude of 5m on the road frontage and 3m on all other boundaries registered against the title deed of each property. Only plants from the list of approved indigenous species may be planted in these planting servitudes. A planting plan must be submitted with all building plans. All owners will comply with the environmental management plan and planting plan of the Estate. The responsibility for the maintenance and upkeep of the servitude will rest with the owner and not the Association.
- 13.2 The Association encourages the planting of indigenous trees and plants within owners' gardens. Guidance on appropriate plants recommended for the Estate can be obtained through the Estate Manager. A list of undesirable plants can be obtained from the Association. The plants, listed on this list, may not be planted.
- 13.3 The Association maintains the common property and the cost of this is included in the levy.
- 13.4 The maintenance of residential and sectional title gardens remains the responsibility of the owner or Body Corporate.

13.5 Where, in the opinion of the Association, the condition of a garden is not up to the required standards of the Estate, the Association will give written notice to the owner or Body Corporate to carry out the necessary improvements within a specified time.

13.6 Freehold owners who permanently reside on their properties may employ the services of an approved garden service. Where an owner is not a permanent resident of his/her property or the property is vacant, an approved garden service is to be employed by the owner or by the tenant if occupied by the tenant.

13.7 Should the owner or Body Corporate fail to carry out such work as requested; the Association will be entitled to have the work carried out. The cost of the work will be charged to the owner or Body Corporate which amount will be deemed to be part of the levy due by the owner or Body Corporate.

13.8 As a guide to environmental issues, the Association will refer to the environmental management plan prepared for Brettenwood Coastal Estate, a copy of which is lodged with the Estate Manager. The Estate Manager may further consult with the appointed Estate environmentalist.

13.9 It should be noted that no trees on the Estate may be cut down or removed without the written permission of the Association.

#### **14 USE OF ROADS**

##### **14.1 Speed Limit**

- 14.1.1 No person will drive any vehicle on any road within the Estate in excess of the speed limit indicated by the appropriate signage.
- 14.1.2 The speed limit on the Estate is currently set at 30km/h all roads. Any abuse of these limits will result in a fine. Please see detailed Speed Monitoring Policy (Appendix 1).
- 14.1.3 The Association reserves the right to impose a speed limit lower than the above on any road or portion of a road as it deems fit, either temporarily or permanently.

##### **14.2 Right of Way**

- 14.2.1 Pedestrians and animals must at all times be given right of way on all the roads within the Estate.

##### **14.3 Operating Restrictions For Vehicles**

- 14.3.1 To protect the brick paved road surfaces no vehicle having a gross weight in excess of 3.5 tons or 2 tons per axle will be permitted to enter the Estate, except with the prior written permission of the Association who may grant permission on such conditions as it sees fit.
- 14.3.2 No person will operate any vehicle, including motorcycles and golf carts, upon any place within the Estate unless he or she is the holder of a valid driver's license issued under the Provisions of the Road Traffic Act No. 29 of 1989 (as amended) with a minimum requirement of a Code A or A1 for motorcycles. Motorised vehicles may be operated only on roads and driveways. Vehicles should be driven in such a manner as to cause the least possible noise.
- 14.3.3 Operating any kind of vehicle on the Estate while under the influence of alcohol or drugs is prohibited.
- 14.3.4 Operating any vehicle in such a manner as to constitute a danger or nuisance to any other person or to property within the Estate is prohibited.
- 14.3.5 The driving of golf carts on pedestrian paths is strictly prohibited.
- 14.3.6 No vehicle may enter the Estate unless authorised to do so by Security or if the owner and/or resident is issued with an electronic device in the form of an Access Card to operate the booms at the main entrance.

14.3.7 No owner or resident issued with an Access Card will permit the card to be used by any third party other than a family member of that owner or resident.

14.3.8 The use of vehicles for the purposes of driving tuition without a valid Learner's License is not allowed within the boundaries of the Estate.

#### 14.4 Parking

14.4.1 Parking on verges and open grassed areas or in front of driveways to residences is prohibited and vehicles may only be parked in areas designed for that purpose.

14.4.2 No vehicles may be washed on common property and no fire hydrants or fire hoses may be used for this purpose.

14.4.3 No repairs to and reconditioning of vehicles on the property is permitted.

14.4.4 Vehicles parking or entering the Estate do so at the owners' risk and responsibility, and no liability will be attached to the Association or its employees for any loss or damage of whatever nature, which the owner, or any person claiming through him, may suffer as a consequence of the vehicle having been parked on the common property.

#### 14.5 Caravans, Boats and Trailers

14.5.1 No caravans, boats or trailers may be brought onto the Estate without the prior written permission from the Association.

14.5.2 Caravans, boats or trailers may only be parked on freehold property in an enclosed garage. All caravans, boats and trailers to be parked in areas set aside for this purpose only and if available.

#### 14.6 Skateboards

14.6.1 No recreation will take place on the designated road areas and more specifically, no skate boarding is permitted. With the exception of riding bicycles, children's play will take place on the designated driveways or open common areas.

### 15 DOMESTIC EMPLOYEES

For the purposes of these rules, domestic employees will be defined as any assistant paid by the owner or resident to perform normal household or garden tasks.

15.1 A domestic employee application form is to be completed and employees may only commence working on the Estate once the process has been completed and permission is obtained from the Association, although such permission will not be unreasonably withheld. A copy of the domestic employee's Identity Document is to be handed to the Association together with the person's home address, days and hours of work.

15.2 The BHOA regulations provide that all domestic workers and Contractors must have a clean criminal record to enter the premises. Consequently, a security check will be done for each domestic employee. An amount of R85 will be charged for this check, which will be payable upfront when applying for an access card for the employee. Should the search reflect an adverse finding, it will be up to the owner to obtain a police clearance certificate (at their own cost) before access to the Estate will be considered. Domestic employees will be registered on the biometric system to the Estate annually.

15.3 A complementary shuttle service has been provided for the convenience of domestic employees between the main gate and their place of work. All domestic staff are encouraged to make use of this service which will have the added benefit of reducing foot traffic, and hence potential safety hazards, during the busy times on the estate's roads (06h30 – 08h30 and 15h30 – 17h30).

15.4 Live-in domestic employees must be provided with adequate accommodation and ablutions by their employer (garages or "wendy type houses" may not be utilised as accommodation).



15.5 Residents / employers are solely responsible for the conduct of their employees whilst on the Estate. All domestic employees must be registered and make use of the biometric access system to enter and exit the estate.

15.6 Should a domestic employee wish to receive a visitor to the premises, their access is to be arranged by the resident / employer via the Glo portal Visitor Management System (V.M.S), following the normal process. The resident/employer is responsible for the conduct of the visitor as are all owners/residents for the conduct of their visitors.

## **16 THE RIGHT TO KEEP AND CONTROL OF PETS/ANIMALS**

16.1 The KwaDukuza Municipal by-laws relating to pets must be complied with where applicable (i.e. licensing/rabies inoculations, etc.)

16.2 Prior to bringing any pet onto the Estate, and when a pet is replaced, the following conditions must be met. No pet is to be brought onto the Estate unless all Brettenwood Homeowners' Associations' (BHOA) requirements have been met and permission has been granted in writing by BHOA.

- 16.2.1 Written permission must be obtained from the Brettenwood Homeowners' Association by completing the Estate's prescribed application form available from the BHOA Administration. Permission is granted solely at the discretion of BHOA.
- 16.2.2 Normally no more than a total of two pets (dogs and/or cats) are permitted per household, (i.e. two dogs or two cats or one of each). BHOA may grant relief in respect of this rule which may be temporary, based on circumstances and a written motivation. Such relief shall be solely at the discretion of the BHOA.
- 16.2.3 All cats and dogs must be spayed or neutered. A veterinary certificate of compliance must be produced along with the application form – No breeding of any pets is permitted on the Estate.
- 16.2.4 All cats and dogs and any other pet (where possible) must at all times wear a collar with a name tag indicating the owner's Erf No, name and contact telephone number. In addition, cats are required to wear a bell on their collar.
- 16.2.5 Caged birds will be allowed subject to not more than two birds. (Written permission is still required.) Aviaries are not permitted.
- 16.2.6 Pigeons, peacocks, wild animals, and livestock are not allowed to be kept on the Estate; prior permission for any other type of pet must be obtained from Brettenwood Homeowners' Association in writing. Special conditions may apply to the keeping of pets, if granted.
- 16.2.7 Dogs must be kept in an adequately contained area within the owner's property and, when outside the owner's property, must at all times be on a short leash under the control of a responsible person.
- 16.2.8 When considering a dog or dogs, owners need to bear in mind the size of their properties and regulations regarding the maximum area of fencing allowed by the Estate.
- 16.2.9 Fouling by pets on property belonging to the Estate, or to other home owners, must be removed immediately by the responsible pet owner. (For this purpose owners are advised to carry a scoop or plastic bags whenever walking their pets outside their own property or purchase marking flags from the BHOA offices and place a flag at the position where a collection is required).
- 16.2.10 A special request for the keeping of any pet, other than a dog or cat, may be made to BHOA with the exception of those noted in 16.2.6 and 16.4.3

16.3 No pets are allowed to become a nuisance or cause a disturbance or annoyance to other home owners or residents through barking, howling, squawking, etc. or, in the case of cats, straying into other persons' properties or houses.

16.4 Any animal, bird or reptile present on the Estate in contravention of these rules shall be removed forthwith on notice of the BHOA. Any costs incurred will be for the account of the pet/property owner and a fine may be imposed by BHOA.

- 16.4.1 The owner of any pet found to have been responsible for injuring or threatening any humans or wild life on the Estate will be held accountable for any costs or claims arising there from, and the owner will be obliged to remove such pet from the Estate immediately on instructions from BHOA.
- 16.4.2 The BHOA reserves the right to ban any breed of dog considered to be a threat or a danger to persons or wild life.

- 16.4.3 PITBULLS, ROTTWEILERS, BOERBOELS, BULL TERRIERS AND DOBERMAN PINCHERS are not permitted on the Estate.
- 16.5 Pets may not be left overnight unattended in a residence, and suitable arrangements of engaging a friend or pet sitter must be made, alternatively the pets must be taken to a kennel off the Estate.
- 16.5.1 The BHOA reserves the right to call the SPCA to inspect the condition of any pet on the Estate and both BHOA and SPCA staff will be given access to property and homes to do such inspections.
- 16.5.2 Any pet found out of its owner's property not on a leash and without a collar and name tag, will be taken to the security office or BHOA office and may be taken to the SPCA if the owner is not identified. A fine will be payable to BHOA and any SPCA costs will be payable by the owner and any fine will be deemed to form part of the owners levy account. Any subsequent offence will attract a further fine. In addition to a further fine, the pet owner may be instructed to remove the pet for the third or subsequent offence.
- 16.6 If any dog with a collar and name tag is found out of its owner's property not on a short leash, a fine will be levied against the owner by BHOA. Any subsequent offences of the same nature will attract a further fine payable to BHOA.
- 16.7 Under no circumstances are dogs permitted to swim in any of the dams or be observed chasing or barking at the water fowl, birds or any other wild life.
- 16.8 In view of the sensitive nature of the environmental areas that accommodate natural wildlife, no dogs or other pets are permitted in the natural coastal forest on Erf 239.
- 16.9 Visitors are not permitted to bring any pet onto the Estate, unless they have complied with the rules governing pets through obtaining prior written permission from the BHOA on the same basis as that of permanent residents.
- 16.10 The BHOA reserves the right to insist that the owner of the pet that becomes a nuisance or, if any of the above rules are not adhered to, immediately remove the offending pet from the Estate at the owners cost.
- 16.11 It should be noted that Sectional Title developments (Body Corporates) may, in their own rules, ban the keeping of dogs, cats or other pets within their Body Corporate area. They may not allow more than the number permitted by the BHOA or have rules that are less onerous than those of the BHOA.
- 16.12 The BHOA retains the right to ask owners/residents to produce veterinary certificates, and proof of registration with the BHOA in respect of any pets found on their premises.
- 16.13 The BHOA has the right to impose a fine on any owner who is in contravention of these rules. Further fines may be imposed until the contravention is remedied.
- 16.14 Certain Erfs have been designated as "NO PET" sites. It is recognised that there may be individual circumstances where this requirement may be relaxed, subject to the additional specific written consent of the immediate neighbours.
- 16.14.1 An application for a pet on a property designated as a "NO PET" site must, in addition to the application, obtain the written consent of neighbours who are also on "No Pet" sites, as well as written permission from the Environmental Committee and BHOA.
- 16.14.2 No Pet Sites are: Erven 151, 153, 154, 155, 156, 157, 158, 159, 238 and 472.
- 16.15 The BHOA reserves the right to introduce an electronic ID chip system and to insist that pets have the ID chip implant at the expense of the homeowner/resident.

## 17 GENERAL

Respect and general consideration for other residents on the Estate will be exercised at all times. Any conduct that violates this rule is unacceptable.

### 17.1 Horse Riding

No horse may be brought into the Estate, except by a member of a security service in the execution of his duty.

### 17.2 Play Houses

Any structures for children's play (like Wendy houses, jungle gyms) will only be permitted if it fits in with the general style and appearance of the Estate and if it causes no inconvenience to neighbours. Requests must be submitted to the Association for permission.

### 17.3 Garden/Tool Sheds

Free standing sheds for tools are prohibited.

### 17.4 Slaughtering

No animal, bird or reptile may be slaughtered within the Estate for any reason.

### 17.5 Curing of Meat

No meat, skin, fish or carcass may be hung up in the open to dry or to cure within the Estate.

### 17.6 Flag Poles, Radio Aerials

No flags, flag poles, or radio aerials on poles may be erected on private residential units on the Estate. No relaxation of this rule will be allowed.

### 17.7 Camping

Overnight camping is not permitted anywhere on the Estate.

### 17.8 Pests

The onus is on each owner to see that their building and grounds are free of any pests that may spread to neighbouring properties. Concerns can be reported to the Estate Manager who will consult the Environmentalist for a recommended solution.

### 17.9 Dams

17.9.1 No person is allowed to launch any craft of any description on any dam, pond or stream on the Estate. No person is allowed to swim in any dam, pond or stream on the Estate.

17.9.2 Residents must supervise their children and those of their visitors so that no damage or nuisance is caused to the common property or to that of other occupants. This is especially important near and around the dams. To avoid damage to the fibre linings of the dams, no persons are to play near or in any dam on the Estate.

17.9.3 Persons must be aware that the dams are not fenced and anyone approaching the dams does so entirely at their own risk. The Association, its principals, agents, servants and employees will not accept any liability in respect of any death, bodily injury or loss of property caused to any person entering the areas of the dams.

17.9.4 Fishing, on a catch and release basis, using light rods, is permitted.

17.9.5 The pollution of any dam, pond or stream is prohibited. No person will obstruct/alter the flow of water within any water course, furrow, servitude stream or water feature.

17.9.6 The dams are not sprayed for bilharzia.

#### 17.10 Firearms

17.10.1 Discharging of any firearm, air gun or other lethal weapon is strictly prohibited, except in the instance of self-defense.

17.10.2 No one shall carry any firearm on their person in any public area of the estate.

#### 17.11 Signs

Only signs stating the name of the Builder, Architect, Surveyors and the like will be permitted during the construction period with the design of the signs receiving prior approval from the Association. The sign must be removed when the final occupation certificate is issued. No advertising by Contractors/Sub Contractors will be allowed.

Thereafter, the Erf number must be displayed in a prominent position on the building and the Erf number must be visible from the road. All Erf numbers and signage details (materials, size, position and colour) must be submitted to the Association for approval prior to display.

#### 17.12 Shade Cloth

The use of any kind of shade cloth, other than during the building period, is prohibited.

#### 17.13 Awnings

Awnings are not in keeping with the theme of the Estate. These will only be permitted if installed within the inner courtyards of individual units and out of sight of other units and the general public. Approval by the Association needs to be obtained before installation.

#### 17.14 Adverts/Publicity Materials

No private, religious or commercial advertising notices or brochures are permitted to be distributed around the Estate other than those issued by the Association.

#### 17.15 Fireworks

The discharging of fireworks, for any purpose within the Estate, is strictly prohibited.

#### 17.16 Auctions/Jumble Sales/Garage Sales

Any form of public auction or sale on any property within the Estate is prohibited.

#### 17.17 Use of Drones on the Estate

Drones used for recreational purposes are not permitted on the Estate.

Drones used for commercial/ marketing purposes may be considered, but prior written consent is to be applied for from the BHOA.

#### 17.18 Use of and Conduct on Open Spaces

17.18.1 The lighting of fires in any open space on the Estate is prohibited unless for the express purpose of braaing at an authorised function or at an ordinary residential activity, and provided the braai is in a proper receptacle / burner, specifically built for this purpose.

17.18.2 Residents are encouraged to make use of the open spaces, forest areas and walking trails, always being mindful of the environmentally sensitive nature of certain areas.

17.18.3 No person may disturb, harm or destroy any wild animal, reptile or bird on the Estate. As snakes are prevalent on the Estate, the Estate Manager is to be advised if a resident wishes it to be removed from their property.

17.18.4 No person may disturb, destroy or collect plant material, whether living or dead on or from common property without the prior consent of the Association.

17.18.5 No person will discard any litter or item of any nature on the Estate except in a receptacle designed for such purpose.

17.18.6 No person will use open spaces within the Estate in any manner which may unreasonably interfere with the use and enjoyment of other users on the Estate or behave in such a way as to create a nuisance to other persons on the Estate.

#### 17.19 Parties, Functions on the Estate

17.19.1 Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences within the Estate, where more than 20 people will be attending is discouraged for reasons of disruption to security, parking challenges and the general disturbance of and inconvenience to other residents. Special permission for a function to be held within the Estate, where more than 20 people may be attending, must be timeously sought prior to the proposed date of such a function. Such permission will not be given lightly. Cognisance will be taken by the Association of the position of the residence in relation to the access gate and neighbours, availability of parking, the time of the function and possible compromise of security which may result in the imposition of restrictions and special conditions, as deemed fit by the Association.

17.19.2 An owner or resident must ensure that he/she and their visitors do not make undue noise. Radios, musical instruments, TV sets, etc. must be used in such a manner as not to be audible in adjoining homes.

17.19.3 In keeping with a spirit of harmonious living the following hours are considered "quiet times" when noise of any sort will be considered unacceptable

- Daily 10 pm to 6 am
- Sundays

17.19.4 The Association management reserves the right to stop any function should it be considered that any of the rules are being breached in such a way as to cause disturbance to the Estate's residents, or on complaints received from other residents.

### 18 USE AND OCCUPATION OF A RESIDENTIAL PROPERTY OR SECTIONAL TITLE UNIT

18.1 The use of a dwelling is governed by the KwaDukuza Municipal Town Planning Scheme. A dwelling may only be used for **residential purposes**, i.e., no trading whatsoever is allowed, nor any business operations which necessitate staff/clients visiting the dwelling/accessing the Estate to the detriment of security and parking and/or causing a nuisance or irritation to nearby or other residents.

#### 18.2 Occupation

The maximum number of persons allowed to permanently reside at one time in a dwelling will not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

#### 18.3 Drying of Washing

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry except in a screened drying yard or other designated area approved by the Association.

18.4 The use of Lawnmowers

Lawnmowers may not be operated between the hours of 18h00 and 07h00 and not at all on Sundays.

18.5 General Aesthetics / Standards

Verandah/garden furniture or any other external accessories, decorations, decorative lights, drapes, bunting umbrellas, signs, symbols or whatever, which in the opinion of the Association are not aesthetically pleasing to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate.

18.6 Garage Doors

Garage doors must, as far as possible, be kept closed at all times other than when legitimate access or exit is taking place.

18.7 Air-Conditioning Units

All air-conditioning equipment must be positioned out of sight or alternatively screened in an appropriate manner, which must be approved by the Association.

18.8 External lighting

Prior approval must be obtained from the Association before any external lighting is installed.

## 19 LETTING

19.1 As Brettenwood Coastal Estate is a residential Estate and in the best interests of security, no short-term letting is allowed. A minimum rental period of 12 months is allowed by the Association.

19.2 In accordance with the Memorandum of Incorporation, an owner must obtain consent to lease his/her property from the Association.

19.3 All leases must be recorded on a Brettenwood Homeowners' Association lease agreement. This can be purchased from the Association's administration office. Leasing may be arranged by an owner through leasing agents accredited by the Association. The owner must inform the lessee of the rules of the Estate and must be aware that any contravention of the rules by the lessee will be deemed a contravention by the owner. All leases require the written approval of the Association and such fact will be evidenced by the Association signing its approval and acceptance of the lease in the owner's agreement of lease. Signing of the lease must be done at least 7 days prior to the occupation date in order for the Association to give consent and approve the lease.

19.4 The Association reserves its rights to undertake such security checks of the prospective lessee as it deems necessary.

## 20 SALE OF PROPERTIES

All sales and re sale agreements are to be recorded on a Brettenwood Homeowners' Association Agreement of Sale, which can be bought from the Association's administration offices. All resales will require the written approval of the Association and such fact will be evidenced by the Association signing its approval and acceptance of the sale in the owner's agreement of sale.

Any owner or agent appointed by an owner to sell his/her property may not advertise their property for sale without permission from the Association. All advertising material will need to be approved by the Association.

20.1 When an owner wishes to sell his/her undeveloped property, he/she will advise the Developer or person or company nominated by it, who will have a sole mandate to arrange for the sale of the property on behalf of the owner concerned.

- 20.2 When an owner wishes to sell his/her property on which the main dwelling has been completed the owner will advise the Association but will not be obliged to give sole mandate to the developer or its nominee, save that should the owner wish to utilise the services of an estate agent, such estate agent will be accredited with the Developer and/or the Association.
- 20.3 Owners should ensure that prospective buyers are provided with a copy of the Association's Memorandum of Incorporation and Conduct Rules prior to the conclusion of a Sale Agreement.
- 20.4 The consent to sell or transfer a property within the Estate must first be obtained in writing from the Association and the owner must have satisfactorily settled all his obligations to the Association before consent will be given by the Association prior to consent being given.
- 20.5 In the event of a property on which the main dwelling has been completed the owner will be obliged to have his/her property inspected by a duly authorised representative of the Association and must comply in every way with the Association's requirements especially with regard to:
  - 20.5.1 the "As Built" Building Plans approved by the Local Authority fully match with all improvements effected to the owner's property
  - 20.5.2 there are no 'illegal' structures of any kind whatsoever on the property and all structures or improvements erected on the property have been effected in accordance with the written approval of the Association

## **21 DISCLAIMER OF RESPONSIBILITY**

- 21.1 The Association is not liable for injury to any person or damage to any property, or loss due to theft.
- 21.2 Owners do not have the right of action against the Association for any loss or damages; nor do they have the right to withhold or defer payment to the Association of any amount due to the Association by them.

## **22 PROMULGATION OF RULES**

- 22.1 As from the date of promulgation of these rules the rules will all apply forthwith, and all residents/owners will be required to abide by them.

## **23 CONFLICT OF EXISTING PRACTICE WITH NEW RULES**

- 23.1 Any existing practices in conflict with the new rules will forthwith cease unless otherwise resolved through making written application to the Association. The Association reserves the right to make a final decision in the matter.

## **24 CONTRAVENTION OF RULES BY "OTHERS"**

- 24.1 Any contravention of the rules by any person who gains access to the Estate under the authorisation of an owner will be deemed to be a contravention by the owner.

## **25 FAILURE TO COMPLY WITH THE RULES**

Failure by an owner to comply with any provisions of any rules may result one or more of the following measures:

- 25.1 A call for an explanation and/or an apology;
- 25.2 A reprimand and a request to comply;
- 25.3 The imposition of a fine, which will be deemed to be part of the levy due by the owner;



- 25.4 The withdrawal of any previously given consent applicable to the particular matter and/or an order to pay for any damages resulting from non-compliance with any rule;
- 25.5 An application to the Courts for the enforcement of the rule/s;
- 25.6 The actions to be taken and the penalties to be imposed for the breaches or contraventions of the rules will be entirely at the discretion of the directors of the Association, who will take due regard of the nature, circumstances and severity of each misdemeanor, breach or non-compliance;
- 25.7 Notice of breach or fine will be given in writing to the owner or resident guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such owner, and will contain the following information:
  - 25.7.1 the nature of the breach;
  - 25.7.2 the time period, if applicable, in which the breach is to be remedied;
  - 25.7.3 the fine imposed by the Association on the owner or resident for committing such breach;
  - 25.7.4 or the time, date and place of the hearing at which the Association's Committee will adjudicate upon the breach if the owner or resident wishes to implement Rule 12.4;
  - 25.7.5 any other information the Association may deem necessary.
- 25.8 Notice will be deemed to have been duly given if such breach notice is hand delivered to the owner's or resident's address by either affixing such notice to a prominent fixture on the property or by placing the notice in the owner's or resident's appointed letter/post box or by means of a registered address or provided by email.
- 25.9 In the event of any owner or resident disputing the fact that he/she has committed a breach of these rules, a Committee, consisting of the Chairman together with two other members appointed by the Association from time to time, 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. The decision of the Association will be final.
- 25.10 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 director given in terms thereof, will be deemed to be guilty of a separate offence for every 24 hours or part of such period during which such offence continues.

**26 FINES**

- 26.1 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 these Rules and will be liable to a penalty which penalty will be decided upon by the Association.

**26.1 Guideline of Penalties**

OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
Technical breach of conduct rule without malice aforethought or premeditated intent or due consideration	R100	Up to; R500	Up to; R1 000
Non-compliance	R250	R2 000	R 5000
Blatant disregard of rules or of legitimate instructions	R1 000	R5 000	R10 000

- 26.2 In the event of an owner failing to pay a fine imposed within the period stipulated by the Association, until such time as the fine has been paid, no transfer of the owner's property will be registered.
- 26.3 Any fine imposed upon any owner will be deemed to be a debt due by the owner to the Association, invoiced to



Tel: 032 525 3103

E-mail: homeowners@brettenwood.co.za



the owner as part of the monthly levy and will be recoverable by ordinary civil process.

## **27 ADDITIONAL PENALTY**

27.1 If an owner or resident breaches Rule 17.19 on more than 3 occasions, after the imposition of the fine for the third offence, as set out in Rule 26.1, the Association shall be entitled to restrict the number of visitors or guests admitted on the request of the owner or resident to the Estate at any one time."

This document needs to be read in conjunction with:

The Memorandum of Incorporation

The Architectural Regulations, and

The Contractors' Protocol

BHOA reserves the right to change this document from time to time

## APPENDIX 1

### Brettenwood Speed Monitoring Policy

#### 1. PURPOSE

To effectively control speeding on the Estate by identifying offenders and taking the appropriate action in each case.

#### 2. SCOPE

- a. This policy applies to all residents, BHOA and HDC employees as well as contractors, suppliers, service providers and any others using the Estate's roads.
- b. This policy outlines the BHOA's objectives and regulations regarding the policing of speeding on the Estate.
- c. The equipment that has been purchased will be used to determine the speed of vehicles on the Estate. The equipment has been manufactured and is calibrated according to the SANS requirements and is deemed accurate and acceptable by the relevant authorities.
- d. This policy has been approved by the BHOA Board of directors in terms of the Memorandum (MOI) of Incorporation – Clause 22.1.1 and 22.2.2.
- e. In the event that a speeding offence is committed by a tenant residing on the Estate or a guest of a resident, any fines imposed may be directed to the home owner or landlord, in terms of the MOI – Clause 22.3.
- f. The BHOA reserves the right to make amendments to this policy from time to time.

#### 3. REFERENCES

- a. BHOA Conduct Rules (Clause 13)
- b. BHOA Memorandum of Incorporation (Clause 22.1.1; 22.2.2 & 22.3)
- c. BHOA Contractor's Protocol

#### 4. DEFINITIONS

**The Estate:** Brettenwood Coastal Estate.

**BHOA:** Brettenwood Home Owner's Association

**Speed limit:** The speed limit on all roads within the Estate is set at **30km/h**.

**Speed Camera:** Device used to determine and record the speed of vehicles on the Estate.

**ASD:** Average Speed Determination

**Vehicle:** Any or all motorized vehicle making use of the Estate's roads.

**Resident:** Home owner or tenant residing in Brettenwood Coastal Estate.

**Property owner:** Owner of a property, not necessarily residing in Brettenwood Coastal Estate.

**Contractor:** Any contractor supplier or service provider entering the Estate.

**5. PROCESS:**

An average speed determination (ASD) system has been installed on the estate which consists of a number of cameras mounted in strategic locations as well as a computerized management system situated at the Main Gate Control Room. These cameras will take 'date and time stamped' photographs of all vehicles as they drive past and the system will determine the average speed travelled between any two cameras. It is therefore not possible to avoid speed detection by slowing down as you pass a specific camera. This management system will identify offenders and will automatically generate a penalty applicable to the offence. The BHOA admin office will then issue the penalty accordingly.

**a. RESIDENTS, VISITORS, PROPERTY OWNERS AND BHOA/HDC STAFF:**

- 1) **1<sup>st</sup> offence** - will attract a fine calculated according to the schedule detailed below. Offender will be notified in writing of the offence and will be given a 1<sup>st</sup> warning.
- 2) **2<sup>nd</sup> offence** - will attract a fine calculated according to the schedule detailed below. Offender will be notified in writing of the offence and will be given a 2<sup>nd</sup> warning.
- 3) **3<sup>rd</sup> offence** - will attract a fine calculated according to the schedule detailed below. Offender will be notified in writing of the offence and will be given a 3<sup>rd</sup> warning.
- 4) **Any further offences** - will be considered by the Board of directors and may result in being barred from driving on the Estate.
- 5) The record of offences will be reset at the beginning of each new financial year.

**b. CONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS: (Specific to the driver concerned)**

- 1) **1<sup>st</sup> and 2<sup>nd</sup> offences** will attract a fine as per the schedule detailed below and a 1<sup>st</sup> and 2<sup>nd</sup> warning will be issued to the company.
- 2) **3<sup>rd</sup> offence** will attract a fine and a final warning will be issued.
- 3) **4<sup>th</sup> offence** may result in the driver being banned from driving on the Estate.
- 4) Principal Contractors are responsible for their sub-contractors, suppliers and service providers and may be held responsible for the fine.

**6. SCHEDULE OF FINES:**

	<b>1<sup>st</sup> OFFENCE</b>	<b>2<sup>nd</sup> OFFENCE</b>	<b>3<sup>rd</sup> OFFENCE</b>	<b>4<sup>th</sup> OFFENCE &amp; over</b>
<b>RESIDENTS, VISITORS, PROPERTY OWNERS AND STAFF</b>	<b>Fine to be imposed:</b> 33 - 39km/h – R250 40 - 45km/h – R500 46 - 49km/h – R1000 50 - 55km/h – R1500 55 - 60km/h – R2500 Over 60km/h – R5000	<b>Fine to be imposed:</b> 33 - 39km/h – R250 40 - 45km/h – R500 46 - 49km/h – R1000 50 - 55km/h – R1500 55 - 60km/h – R2500 Over 60km/h – R5000	<b>Fine to be imposed:</b> 33 - 39km/h – R500 40 - 45km/h – R1000 46 - 49km/h – R2000 50 - 55km/h – R3000 55 - 60km/h – R5000 Over 60km/h – R10 000	<b>BHOA Directors to consider further action</b>  <b>May be barred from driving on the Estate</b>

<b>CONTRACTORS, SERVICE PROVIDERS AND SUPPLIERS</b>	<b>Fine to be imposed:</b>	<b>Fine to be imposed:</b>	<b>Fine to be imposed:</b>	<b>BHOA Directors to consider further action</b>  <b>May be banned from operating in Brettenwood</b>
	33 - 39km/h – R250	33 - 39km/h – R500	33 - 39km/h – R1000	
	40 - 45km/h – R500	40 - 45km/h – R1000	40 - 45km/h – R2000	
	46 - 49km/h – R1000	46 - 49km/h – R1500	46 - 49km/h – R4000	
	50 - 55km/h – R1500	50 - 55km/h – R3000	50 - 55km/h – R6000	
	55 - 60km/h – R2500	55 - 60km/h – R5000	55 - 60km/h – R10 000	
	Over 60km/h – R5000	Over 60km/h – R10 000	Over 60km/h – R20 000	
<b>+1<sup>st</sup> WARNING</b>	<b>+ 2<sup>nd</sup> WARNING</b>	<b>+ 3<sup>RD</sup> &amp; FINAL WARNING</b>		

**Please note:** Measures have been put in place to record any tampering with the cameras, which is considered a serious offence.