BISHOPS COURT HOMEOWNERS ASSOCIATION NPC

Reg. No. 1999/002644/08

Article 5
CONDUCT RULES

SECTION A – INTRODUCTION

1. The main objective of the development of Bishops Court is the provision of a high quality lifestyle for residents. This recognises the nature of the development, and the emphasis on nature, specifically relating to the gardens, lawns, trees, flowers, ducks, Egyptian geese and other birdlife.
2. To achieve this, the board of directors ("the board"), in terms of the Memorandum of Incorporation (MOI), has established these Conduct Rules, here referred to as "Rules". As all owners and residents within Bishops Court are members of the Homeowners Association, these Rules are binding upon all residents and other persons entering the complex.
3. The registered owners of properties within the complex are to ensure that members of their families, tenants, visitors, friends and employees abide by these Rules. The members are required in accordance with the MOI to ensure that in the event of letting or selling their units, that the proposed tenant/purchaser, receives a copy of these Rules prior to signing an owner/tenant agreement with the Homeowners Association in which they are compelled to comply with the requirements set out in the MOI and the Rules.
4. In respect of the interpretation of these Rules, the decision of the board is final and binding.
5. It shall not be the function of the board to resolve any disputes between residents or owners within the complex irrespective of whether or not such dispute relates to any of these Rules and any owners or residents may invoke the provisions of these Rules as a contract between the members of the company and/or persons subject to these Rules and the Memorandum of Incorporation as a contract. This shall not mean that the board shall not be obliged to enforce the provisions of the Rules or the Memorandum of Incorporation to ensure compliance therewith by any owner or resident, and the failure of the board to do so shall not constitute a waiver, election or acquiescence of any of the company's rights nor may same be relied upon by any owner or resident as a ground to raise estoppel against the enforcement of any of the provisions of the Rules or the Memorandum of Incorporation. However, nothing herein contained, nor any act or omission committed by the board shall constitute an enforceable agreement of any nature whatsoever or any obligation which may be enforced against the board or the Homeowners Association. The board shall further have the sole and complete unfettered discretion to elect to investigate or assist in any complaint other than one that the board is obliged to attend to in terms of the Rules or MOI.
6. All owners and residents shall make their tenants or guests aware of the provisions of the Memorandum of Incorporation and the Rules, especially those indemnifying the company and the board, and failure to do so shall render such an owner or resident liable to indemnify the company or the board for any claim against the company or the board for whatsoever reason or whatsoever nature.
7. The company and the board shall have no liability for any reason whatsoever of any nature whatsoever for any damages which may be caused by or as a result of any act or omission, use of, enjoyment of any of the common property, nor shall the company or the board be liable for any conduct of its employees or independent contractors. This clause shall be given the widest possible and most favourable interpretation in favour of the company and the board.
8. All owners and residents, their tenants and guests and the tenant's guests shall be made expressly aware of the fact that the complex has a waterway running from west to east at which dams have been constructed as well as bridges and in respect of which the company

and the board is indemnified for any damage of whatsoever nature, including, but not limited to, (and again the most widest and favourable interpretation is to be afforded in favour of the company and board in this regard) any damage to property or body or loss which may result in the loss of support and the like.

SECTION B – INTERPRETATION

9. In the interpretation of these Rules:

9.1 "Memorandum of Incorporation" means the Bishops Court Homeowners Association Memorandum of Incorporation as lodged with the Companies and Intellectual Property Commission.

9.2 "The Board of Directors" means the board of the directors of the company as defined in the Memorandum of Incorporation, and who shall act as the directors of the company.

9.3 "Complex" means Portions 1-28 of Erf 2460 Van Riebeeck Park Extension 20, Erf 2394 Portions 1-17, Erf 2395 Portions 1-17, Erf 2396 Portions 1027, Erven 2397-2448, Erf 2449 Portions 1-18, Erf 2450 Portions 1-19, Erf 2451 Portions 1-20, Erven 2452-2458 Van Riebeeck Park Extension 24 and Erf 1941 Van Riebeeck Park.

9.4 "Common property" means the roads, entrances, dams, grass verges and garden area surrounding the dams, walkways and pavements.

9.5 "Rules" means these Rules. In the Memorandum of Incorporation these Rules are also referred to as Regulations.

9.6 "Homeowners Association" means the Bishops Court Homeowners Association incorporated under Section 21 of the Companies Act, 1973, company registration number 1999/002644/08.

9.7 "Owner" means the registered owner of a unit in the complex.

9.8 "Resident" means the owner, tenant or any other occupier of a unit.

9.9 "Unit" means a portion of erven within the complex and any development thereon.

9.10 Words importing the masculine gender shall include the feminine gender and vice versa.

SECTION C – RULES

10. **Use of streets**

10.1 The speed limit in the complex is 20 km per hour.

10.2 The use of quad bikes and scramblers within the complex is prohibited.

10.3 The driver of any motorbike or vehicle within the complex should be in possession of a valid driver's licence.

10.4 No joyriding of vehicles, scramblers, motorbikes or quad bikes is permitted in the complex.

10.5 Save for the above, the Gauteng Road Traffic Ordinance is in force in the complex.

10.6 Residents shall ensure that their vehicles, those of visitors and contractors are parked in such a way so as not to obstruct the common property or obstruct access to other residents' homes or garages.

10.7 In addition to any other liability envisaged in the Memorandum of Incorporation, it is recorded that owners shall be liable for any damage caused to the common property by them, their tenants, their guests, or their tenants' guests' vehicles.

10.8 As far as possible, vehicles ought not to be parked on the pavements or grass and, pursuant to complaints received, or upon their discretion; the board may notify any

person to refrain from parking vehicles on any pavement or verge and may enforce such a prohibition should any owner not comply with such a request. Vehicles in this context shall include any trailers, boats, caravans and the like and shall not be limited to the aforegoing, but given the widest possible interpretation.

11. Architectural Guidelines and Building Alterations

11.1 No additions or amendments to units, including but not limited to, sheds, zozo huts, carports, pools, awnings or lapas, may be erected without plans having been approved by the board first. The owner should submit a formal letter requesting permission for the building works and attach a drawing of the proposed improvement together with a site plan of the property, indicating where the improvement or change is to be made. All drawings should include sizes, square metre measurements and a profile view.

11.2 Building plans should only be submitted to the Town Council after they have been approved by the board.

11.3 General building guidelines include but are not limited to appropriate windows, garage doors, roofs and other general appearance criteria and that garage entrances must be at least five metres from the building line. There shall be no pre-cast concrete walls.

11.4 Roofing materials for patios, awnings and outbuildings must be approved by the board, and the roofing material for sheds and zozo huts should be the same as that used for the main building.

11.5 Lean-to's, shade nets and temporary carports are not allowed.

11.6 All vacant stands must be kept neat and the grass cut short. Should the owner fail to comply with these Rules, the board will be entitled to execute its obligations and claim the cost thereof from the owner.

11.7 No property may be sub-divided without approval by the board.

11.8 All undeveloped stands must be developed and building completed within 24 months of the approval of these Rules by the Homeowners Association (such approval having been given at the Homeowners Association's Annual General Meeting held on 14 May 2005). This timeframe applies irrespective if the undeveloped stand is re-sold within the next 24 months, i.e. if the undeveloped stand is re-sold, the 24 month period is still effective from the date of approval of these Rules, and not 24 months from the date of transfer of the land.

11.9 All building on previously undeveloped sites must be completed within 12 months of approval of the building plans by the board. Notwithstanding, such building should also be completed within the timeframe as per clause 11.8.

11.10 All alterations on sites where buildings are already in existence must be completed within six months of approval of the plans by the board.

12. Building contractor activity

12.1 All residents and owners are required to ensure that their building contractors are aware of the conditions of these Rules and that they abide by them.

12.2 Access for contractors and their employees is restricted from 06h00 to 18h00 Monday to Saturday and public holidays. All contractors and their employees must leave the complex by 18h00. No contractors or their employees may enter the complex on a Sunday.

12.3 All contractors are required to register their personnel and labourers with the security at the entrance gate, which will include the completion of any documents, the giving of identification documents and the obtaining of a permit for all personnel.

12.4 The contractor shall provide facilities for rubbish disposal and ensure that personnel use the facilities and that the refuse is removed by the contractor and not burnt on site.

12.5 Deliveries from suppliers must be scheduled during building hours only.

12.6 Building materials should not be delivered or stored on the common property.

12.7 It is incumbent on the contractor to supply toilet facilities for their personnel, which must be used.

12.8 Building boards may be erected, but should be removed after completion of construction. No sub-contractor boards are allowed.

12.9 Should the Homeowners Association have any concerns with the conduct of the contractor / sub-contractor, the Homeowners Association may rectify as deemed necessary, and/or reserves the right to suspend building activity until such undesirable conduct is rectified, which it may do at any time and without recourse from the owner or contractor or sub-contractor.

13. Common property

13.1 No motorised vehicles may be driven on the walkways or any of the common property, except the road network.

13.2 Each owner and resident jointly are responsible to maintain the pavement outside his property between the road kerb and the boundary of his property in a neat and tidy condition and may not remove any flora, including grass or trees (this does not mean that the grass ought not to be cut or the trees trimmed), from any of the common property, including such pavements, without permission of the board and shall restore the status quo of such flora at such owner or such resident's costs if done in contravention of this rule. It is reiterated that the owner shall remain liable for any conduct or damages caused by a tenant, guest or tenant's guest in this regard.

13.3 Equipment, tools, garden sheds, play sheds and pet houses must be sited out of view and screened from neighbouring and common property.

13.4 No building rubble or refuse may be dumped on the common property.

13.5 The board may request an owner or resident to cut back or remove any trees on the pavement or in a unit which obscures the vision of motorists or interferes with the electric fence. Should the owner or resident fail to comply, the board may take appropriate action.

13.6 No littering on the common property is allowed.

13.7 Picnicking on the lawns around the dams is allowed, but the picnic area should be left clean once the lawn is vacated.

13.8 The use of the common property is at the residents' own risk.

13.9 Children under the age of 8 years are to be accompanied by an adult when playing on the equipment at the play area as well as the common property (specifically the waterways).

14. Environmental Management

14.1 No swimming is allowed in the dams.

14.2 Boats or floats may only be used in the dams under adult supervision.

14.3 Fishing in the dams is permitted, but any fish caught must be returned to the dam waters. All fishing gear, line and hooks must be cleaned up and not left lying around the dams.

14.4 No shooting, throwing stones or harassing of the wildlife, including the ducks and birds, is permitted.

15. **Pets**

15.1 All pets must be kept on a leash when going for a walk on the common property.

15.2 The owner of any pet shall procure the immediate removal of any excrement deposited by their pet on the common property.

15.3 Residents should ensure that their pets do not cause any disturbance of the peace, i.e. excessive barking day or night.

15.4 Owners who allow their pets to roam the complex: The board may, after having requested a resident in writing to keep his pets within his unit, arrange for any such pets found roaming the common property unattended, to be caught and handed over to the SPCA.

15.5 No poultry, wild animals or livestock may be kept as pets within the complex.

15.6 A resident shall be liable for any damage caused by his pet to the common property, including the animal and birdlife in the complex.

15.7 A maximum of two dogs per unit is permitted. If at the time of receiving these Rules a unit has more than this number of dogs, they may continue to keep their current dogs, but should not replace them in excess of this rule in the future.

15.8 A maximum of two cats shall be allowed per unit. If at the time of receiving these Rules a unit has more than this number of cats, they may continue to keep their current cats, but should not replace them in excess of this rule in the future. If any cats are allowed to exit a unit or if it is suspected that any cats do exit a unit, such cats shall be spayed.

15.9 All residents are to provide the company with a list of pets, as well as the description of such pets and are to advise the company of any pets acquired or if any pets have bred which, if having bred, such will result that the allowable number of animals envisaged herein shall be exceeded, that they undertake to sell or give away the number in excess of the allowable animals per unit as set out above.

15.10 The right to control, restrict or prohibit the keeping of any animal that the board considers to be dangerous and/or a nuisance.

15.11 Owners who wish to home any additional animals, over and above the numbers indicated in 15.7 and 15.8 shall apply to the Bishops Court Board of Directors for approval.

16. **Security**

16.1 The security guards may not be hindered or given abuse in the carrying out of their duties.

16.2 All domestic workers, gardeners and casual labour must hand in a valid ID document at the entrance gate security and will be issued with a Bishops Court ID tag. If they enter in a resident's vehicle, the resident should stop their vehicle at the entrance gate where the domestic worker or gardener should hand in their ID document and receive a Bishops Court ID tag.

16.3 All visitors and deliveries are required to sign the visitors' book at the entrance gate. Access to the complex will only be granted to visitors and deliveries upon request from the resident whose unit they are visiting.

16.4 Owners and residents should ensure that their visitors adhere to the security requirements and that they treat the security personnel in a cooperative and courteous manner.

16.5 All owners and residents shall abide by any Rules and Regulations not recorded herein, that may be employed from time to time by the security guards.

16.6 All owners, residents, their tenants, guests or their tenants' guests irrevocably acknowledge and accept that the common property may be monitored and

recorded.

16.7 The owners, residents, their tenants or guests and their tenants' guests acknowledge and understand that any security measures employed are done solely for the purpose of endeavouring to minimise any risk to property and the lives of such people and in no way represents that it guarantees or attempts to guarantee the safety of their property or persons.

17. Administration

Administration in respect of the levies is fully set out in the Memorandum of Incorporation. Extract – 4.5: "*Levies shall be due and payable by no later than the 7th day of a calendar month, provided that where such a day falls on a weekend or public holiday, any such amount shall be paid the following business day. Allowance is given for payments made from different banks, provided that proof of payment on the day upon which payment is to be made is given to the Company."*

18. General

18.1 No narcotic or illegal substances may be stored, consumed or sold within the complex.

18.2 Washing may only be hung on lines screened from the street and neighbouring properties.

18.3 Household refuse and garden refuse bags may only be placed on the pavement within a period of 12 hours prior to collection.

18.4 The board may request residents of properties adjacent to the exterior perimeter wall to allow access to their property for security and maintenance purposes.

18.5 No fireworks or crackers may be set off in the complex.

18.6 No sign, notice or billboard may be placed on the common property, except as envisaged in rule 12.8 and 18.7.

18.7 Signs advertising units for sale may be placed on the common property, but only on the days that an open show house is being held by the estate agent. Any other for sale signs should be placed within the unit's property.

18.8 The volume of music or noise arising from a vehicle or unit should be of a level so as to not cause unreasonable disturbance to other units. If the resident envisages having a function which will give rise to noise, they should inform their neighbours.

18.9 The use of mechanical machinery, including lawnmowers, power saws and the like should only be utilised between the following hours:

May – August	07h30 – 18h00
September – April	07h00 – 19h00
Sundays – between	08h00 – 13h00

18.10 The use of a generator shall only be used during load shedding or a power outage. The timeframes stipulated in 18.9 will in this event be excluded during times of load shedding and power outages.

18.11 No auction or sidewalk sale may be conducted from any unit or on the common property.

18.12 The distribution of promotional pamphlets, whether by residents or outside parties within the complex is not allowed.

18.13 Owners and residents should keep their units free of pests and vermin. Owners and residents acknowledge that should they fail to maintain their gardens, the risk of pests and vermin increases and that they are under a duty to avoid such risk, failing which the board may ensure that that risk is minimised at their cost.

18.14 Any action or deed performed by a director of the Homeowners Association whilst

acting within his capacity as such shall be deemed to have been performed by the Homeowners Association. All responsibility for such deed or action shall therefore rest with the Homeowners Association and not the individual director.

18.15 The use of drones in the complex is not permitted under any circumstances.

19. Penalties and fines

19.1 These Rules have been established in terms of the Memorandum of Incorporation and are applicable to every person in the complex.

19.2 An owner shall be liable to reimburse the Homeowners Association for the cost of repairing any damage caused to the common property or wildlife in the complex by the owner, his family or pets.

19.3 Where a resident has transgressed any of these Rules, the board will issue the resident a formal notification of such transgression. There is a formal complaints process which may be used by any resident to report any transgression of these Rules.

19.4 Should the resident continue to transgress the Rules following the notification, the board may impose a fine. The amount of the fine will be as follows:

- For the first continued transgression of the same rule after the issuance of a formal notification - 50% of the current levy.
- For each transgression thereafter of the same rule, the amount of the fine will increase to 100% of the current levy.

19.5 The board is empowered to take the necessary legal action against any owner or occupier who may violate any of these Rules and the cost of such legal action shall be borne by the offending owner or occupier.

END
2018/04/25