

HIBISCUS

CONDUCT RULES

	DEPARTMENT RURAL DEVELOPMENT AND LAND REFORM REPUBLIC OF SOUTH AFRICA RECEIVED BY REGISTRY
	23 JAN 2013 PRINT NAME: <i>N. Dede</i> SIGNATURE: <i>[Signature]</i> TIME: 12:10

1. EXTERIOR OF LIVING UNIT

- 1.1 No alterations or additions of whatsoever nature on the exterior of the living unit may be effected without the prior written consent of the Trustees. After consent for an alteration or addition has been given this shall also be the norm for other units.
- 1.2 No air conditioning units may be affixed to the exterior of a unit.
- 1.3 General maintenance on the exterior of the unit, i.e. the painting thereof, has to be approved of in writing.

2. BURGLAS BARS AND GATES

- 2.1 The pattern of burglar bars at windows has to be of the brick type pattern and must be affixed on the inside of the unit. The colour thereof must be **BLACK**.
- 2.2 Safety gates must be coated with **BLACK** epoxy with the brick type pattern.

3. GARDEN AREAS

- 3.1 Each occupant must keep to his own garden area in a tidy and neat condition, and water is sufficiently. The Trustees shall have the lawn mown.
- 3.2 Should an owner neglect to maintain his garden properly, the Trustees or the Body Corporate may give the owner one month's written notice with effect from the date of the notice in which he is to affect the necessary maintenance or repairs. Should the owner fail to have the maintenance or repairs done, the Trustees shall have the right to have the work affected at the owner's costs.
- 3.3 Should the owner rent the property, the owner remains responsible for the duties referred to in sub-rule 3.2 above, and the owner must make the necessary arrangements with the lessee to comply with the rules.
- 3.4 No owner or occupant may utilise his garden area in such a fashion as to detriment the safety, appearance and attractiveness of the common property.
- 3.5 An owner or occupant must allow the Trustees or any persons authorised by them, access to his garden area for the general maintenance of the property, i.e. the mowing of lawns or paintwork.
- 3.6 The owner must at all times keep his garden neat. No rubble, paper, sand, bricks, etc. may be deposited, thrown or permitted on the property.

4. COMMON GARDEN AREA

- 4.1 The Trustees are to maintain all lawns, trees and shrubs.
- 4.2 Every occupant must ensure that members of its family, guests and other people do not damage the lawns, trees, shrubs, lights, etc. Any person, who damages the common property, whether deliberately or negligently, shall be liable for the costs of repair or replacements thereof.
- 4.3 An owner or occupant may not remove or transplant any shrub, tree or plant on the common property without the written approval of the garden committee.

5. OCCUPATION OF UNIT

- 5.1 The maximum amount of persons who may occupy any unit permanently, are limited to 4 (FOUR) persons of which a maximum of 3 (THREE) adults in the case of a two-bedroom unit. Where a legal entity owns a unit, a person or persons may occupy the unit from time to time, subject to the written approval of the Trustees. This permission may not be withheld unreasonably.
- 5.2 An owner may not allow an auction to be conducted on any part of the property or erect any advertisement inside or outside the building or on the common property or on any exclusive use area.
- 5.3 An owner or occupant shall not allow any article or object to be left or stored on the common property or the exclusive use area without the prior written permission of the Trustees.
- 5.4 An owner or occupant may not erect a tent or any other construction on the common property or on an exclusive use area.
- 5.5 A unit may only be utilized for residential purposes.
- 5.6 No business or trading may be conducted from an unit, except with the written permission of the Trustees.
- 5.7 No storeroom or motor garage may be utilized for residential purposes.

6. REFUSE AND REFUSE REMOVAL

- 6.1 No refuse or refuse bags will be permitted on the common property or anywhere which is visible, and must be placed out before 8h00 in the bins on the allocated place to be removed the same day.
- 6.2 No refuse bags may be placed out over weekends and on public holidays due to the fact that no removal services are available.
- 6.3 When an owner or occupant remove refuse bags to the refuse disposal area, it has to be placed in the holders.
- 6.4 Refuse must be placed in plastic bags and thoroughly closed.

7. MOTOR VEHICLES, PARKING AND ROAD USAGE

- 7.1 Vehicles may not be parked in front of other occupant's houses, vehicles or garages.
- 7.2 No double parking in front of other vehicles will be allowed.



- 7.3 No one shall be permitted to sleep in a motor vehicle on the premises (common property).
- 7.4 No racing of vehicles, motorcycles or bicycles will be allowed on the common area.
- 7.5 The speed restriction on the terrain of the scheme is 15 (FIFTEEN) km/h.
- 7.6 The Trustees have the right to demarcate by yellow lines where parking is prohibited.
- 7.7 The use of soap box carts, skateboards, roller skates etc. are STRICTLY PROHIBITED.
- 7.8 Bicycles, motorcycles, tricycles, trailers, boats and commercial vehicles (delivery trucks i.e. "bakkies" excluded) may not be used or parked on the common property.
- 7.9 No bicycles, motorcycles, tricycles, trailers, boats, caravans and commercial vehicles (delivery trucks i.e. "bakkies" excluded) may be parked in front of the houses inside the complex.
- 7.10 Motor vehicles must be parked pointing in the direction of the traffic flow. It must furthermore be parked in such a manner that it will not cause any discomfort for other inhabitants or road users.
- 7.11 Any person contravening any of the above rules shall receive a written warning and shall receive a fine of R250 (TWO HUNDRED AND FIFTY RAND) for each infringement. Such fine shall be payable along with the next levy and will be automatically deductible. Shall the trespasser be a guest of the inhabitant; the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights, which the Trustees may have against such trespasser.

NB: Only inhabitants to whom parking has been allocated parking on the side or behind the building may use the road. No other vehicles, even visitors, may be given thoroughfare.

8. MOTOR WRECKS, REFUSE, REPAIRS, ETC

- 8.1 No owner or inhabitant will be allowed to strip any motor vehicle or effect major repairs to a motor vehicle on any part of the common property or on any exclusive use area or on any unit.
- 8.2 No refuse, motor wrecks, etc. may be left or parked on the common property or on exclusive use area.
- 8.3 Should any inhabitant contravene sub-rule 8.2, the Trustees may request the owner in writing to have the objects removed within 10 (TEN) days from the date of the letter. Should he fail to remove the objects timeously, the Trustees may have it removed on the trespasser's account.
- 8.4 No owner or inhabitant or their guests or visitors, may cause engine noise by "revving" a vehicle's engine.
- 8.5 It is strictly forbidden to use a vehicle's hooter.



9. WASHING AND WASHING LINES

- 9.1 Washing may only be hung on the washing lines provided for and nowhere else, except on a clothes horse on the balcony, which does not exceed the balconies height (may not protrude above the balcony outer perimeter.).
- 9.2 The hanging of washing on balconies is forbidden.
- 9.3 Washing must be removed from the lines as soon as it is dry, in order that other occupants may also have the use of the lines.

10. CLEANLINESS

- 10.1 No objects but plant holders may be placed on the windowsills and balcony walls.
- 10.2 No cigarette butts, paper etc. may be thrown out of the flats or from the balcony.

11. SILENCE

Silence must be kept during the following hours:

- Mondays to Thursdays: From 22h00 to 08h00
- Fridays and Saturdays: From 24h00 to 08h00
- Sundays: From 13h00 to 16h00 and from 22h00 to 08h00.

12. DOMESTIC SERVANTS

- 12.1 No domestic servants (chars etc.) may sleep over.
- 12.2 Occupants must assure that their domestic servants to not cause nuisance to any other occupants by being noisy or to cause or make a noise.

13. CHILDREN

- 13.1 Occupants are to see to it that their children or visitors or guests do not damage the common property or the property of other occupants or garden areas (i.e. tamper with post boxes, plants, taps, water hoses, lights)
- 13.2 No resident and or guest is allowed to play with any type of ball on the premises (common property) or Hibiscus.

14. ANIMALS

- 14.1 An occupant may keep animals as pets, but only on the condition that such pets do not create a nuisance to other occupants.
- 14.2 The following types of dogs are however not allowed:
- 14.2.1 Bull Dogs, Bull Mastiffs, German Shepherds, Dobermans', Bull Terriers, Rottweiler's and Labradors.
- 14.2.2 Any dog taller than 40 (FORTY) cm (measured from the ground to the middle of the back).



- 14.3 Dogs excluded from sub-rule 14.2 are only being allowed in the owner or occupant's living unit.
- 14.4 When a dog is taken outside a living unit, it must be on a leash and under the control of an adult person.
- 14.5 Should a dog defecate on the common property or on any other owner's property, the owner of the dog must remove the faeces immediately.
- 14.6 No cages or kennels or any other pet housing are allowed where it is visible from the common property or the exclusive use areas.
- 14.7 No dogs are allowed on a temporary basis.
- 14.8 No dogs belonging to visitors are allowed on the premises.
- 14.9 Should a pet make a nuisance of itself or the owner fails to adhere to any of the terms of rule 14, the Trustees may serve a written warning on the owner. Should the owner fail to give the required attention and adhere to the complaint within 10 (TEN) days of the date of the notice, the Trustees will have the right to have the culprit animal removed without any further notice.
- 14.10 No new animals will be allowed at the complex from commencement of the amendments.
- 14.11 Any existing animals currently on the premises as pets of occupants / owners are deemed an exception and will only be condoned on the following basis:
- 14.11.1 until demise of the pet.
- 14.11.2 until unit/section is vacated by the owner/occupant (buy to let and owner occupied units).
- 14.11.3 until unit/section is sold by the owner and ownership ceases (in the case owner occupied unit).
- 14.11.4 The concession (grandfather clause) will only be enforceable, should the existing pets be registered with the Trustee / Managing agent of the scheme within 30 days of implementation of these amended rules.
- 14.11.5 It is recorded that no dogs/cats will be allowed as pets with effect 1 September 2012. This rule will be phased in over a period until this date after which the rule will be amended.

15. MONTHLY CONTRIBUTIONS

- 15.1 All levies are payable in advance by the owners and are to be paid before or on the 7th (SEVENTH) day of every month.
- 15.2 Should an owner be in arrears with any payment, he may be given a written warning to pay the arrears amount within 10 (TEN) days of the date of the letter. Should he not pay within 10 (TEN) days, the Trustee shall have the right to take the following steps:



15.2.1 To stop all normal services to the unit until the arrears amount has been paid. These services may include amongst others electricity supply, water supply, refuse removal and the maintenance of the unit. The owner or

lessees are obliged to give access to the unit to the Trustees of their representatives in order that they may affect the above arrangements. The owner remains liable for payment of the full monthly contribution during the period in which the above services are suspended. Lessees will be informed of any proposed suspension of services on the same day as delivery of the letter of the demand to the owner.

15.2.2 Despite the above, the Trustees may sue the owner for arrear contributions or any other amounts due and owing by the owner to the Trustees or the Home Owner's Association.

15.2.3 Interest at 25% (TWENTY FIVE PERCENT) per annum plus a fine shall be levied on all arrears amounts with effect from the first day of the month on which the owner became in arrears.

15.2.4. Should the owner as referred to in sub-rule 15.2.2 above, be summoned, or receive a letter or demand from an attorney in order to collect the arrears amounts, costs will be payable on a scale as between attorney and own client.

15.2.5 In the case where a portion consists entirely of a garage, the owner's contribution will be only 25% (TWENTY FIVE PERCENT) of the general levy tariff which is stipulated by a legal entity with regards to the plan.

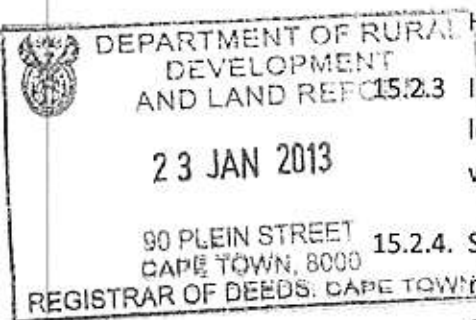
15.3 15.3.1 In the case where a portion consists of a residential unit as well as a Garage, the owners' contribution with regards to the floor surface of the garage will be 25% (TWENTY FIVE PERCENT) of the general levy tariff, which may be stipulated by a legal entity with regards to the plan.

15.4 The Trustees do not have to send monthly statements to owners. Should an owner become in arrears, only a letter of demand will be served.

15.5 Should an owner require statements of accounts, he will be liable for the costs thereof.

16. LETTING/ SELLING OF PROPERTY

Unless rented/ selling privately by owners themselves, all owners take note that only accredited letting/ selling agents may take part in rentals and selling of units at Hibiscus. Should an owner want to lease his/her property, or sell it, only estate agents who are accredited by the Body Corporate may be appointed, unless owners do rental/ selling privately by themselves. Application for accreditation may be made by Estate Agents. When selling a property, approved accredited selling agents have the right to sign joint mandates with outside selling agencies, however the control of the sale will still be with the accredited selling agents of Hibiscus. All applications for accreditation are to be considered by the Body Corporate (trustees), such application not to be unreasonably denied. The Body Corporate may however



withhold reason(s) as to the declining of accreditation of Estate Agents, and are not obliged to give any reason(s) for unsuccessful applicants.

17. GENERAL

- 17.1 An owner wishing to sell or rent his unit must inform the Trustees and the Body Corporate thereof in writing.
- 17.2 An owner wishing to lease his unit must hand the house rules to the lessee and impress upon the lessee to adhere to these rules.
- 17.3 Should an owner or occupant wish to bring any matter to the attention of the Trustees, a written request must be handed to a Trustee.

18. PENALTIES

- 18.1 A person contravening any of the rules herein may receive a written warning from the Trustees or its agent as well as a penalty. The amount of a penalty is at the full discretion of the Trustees, with a maximum amount of R3 000.00 per fine.
- 18.2 If such warning is not heeded and any rules are thereafter being contravened by such person, or somebody residing with him, or somebody in his service or a guest, within a period of 3 (THREE) months from date of the written warning, a further fine may be levied against the owner's levy account for each infringement thereafter, and he will be obliged to pay same promptly. This right to fine the trespasser does not impinge on any other rights, which the Trustees may have against such trespasser.
- 18.3 The penalty clause may be adjusted annually at the General Annual Meeting should the members find it necessary.
- 18.4 In the case of a guest/s who visit a resident for more than 3 weeks, such owner be fined R1 000 (ONE THOUSAND RAND) per adult and R500 (FIVE HUNDRED RAND) per child, per day the guest/s are staying (which increases the expenses of the Body Corporate), in the case where prior written consent of the trustees are not obtained for the prolonged stay.

19. BRAAIING

- 19.1 Residents are only allowed to use a Weber (with charcoal, no fire) when braaiing.

