



MASTER OWNERS ASSOCIATION  
CONDUCT RULES

## **INDEX**

1	Introduction	3
2	Interpretation	3
3	Legal Status	4
4	General Conduct	5
5	Security and Protection	5
6	Roads and Traffic	5
7	Landscaping and Property Maintenance	6
8	Property Appearance	6
9	The Estate Appearance	7
10	Animals and Pets	8
11	Neighbour Relations	8
12	Business Activity	9
13	Refuse	9
14	Swimming Pools / Jacuzzi's	10
15	Walking, Jogging, Cycling, Blading etc	10
16	Maintenance of Communal Services and Facilities	10
17	Security Fence and Structures	11
18	Services	11
19	Building Rules and Guidelines (to be read with the Constitution)	11
20	Re-Sale and Letting	12
21	Levy Payments	13
22	Disclaimer	13
23	Amendments	13
24	Failure to comply with Conduct Rules	13
25	Written Consent of the Trustees	14
26	Court Yard Complex(es)	14

# **RULES**

## **1. INTRODUCTION**

- 1.1 Residents of freehold erven and sectional title units in Voliere enjoy a unique lifestyle.
- 1.2 Estate living does however call for certain restraints and Residents must at all times consider the rights and privileges of other Residents.
- 1.3 These Rules are for the protection and reinforcement of this lifestyle and your capital investment.

## **2. INTERPRETATION**

In the interpretation of these rules, unless the context otherwise indicates:

- 2.1 'Invitees' mean the employees, servants, workers, contractors, agents, visitors, guests, clients, customers or other invitees of the Owner or Resident.
- 2.2 'Association' means the Voliere Master Owners' Association.
- 2.3 'Constitution' means the Constitution of the Association, including annexures thereto, as may be amended from time to time.
- 2.4 'Trustees' means the Trustees of the Association from time to time.
- 2.5 'Owner' means the registered owner of an Erf or Unit in Voliere.
- 2.6 'Property' means an Erf, Section, Exclusive Use Area owned by an Owner, and/or the open spaces of the Association and/or the Common Property of a Scheme in Voliere, as may be applicable.
- 2.7 'Resident' means any person who resides in Voliere, irrespective of whether he is an Owner, or a Tenant, or other Occupier of an Erf or Section in Voliere or such a family member of such Owner, Tenant or other Occupier.
- 2.8 'these rules' shall mean the Conduct Rules of the Association.
- 2.9 words and expressions to which a meaning has been assigned in the Constitution shall bear the meaning so assigned to them.
- 2.10 If any provision in the Conduct Rules is in conflict with any provision of the Constitution, the relevant provision of the Constitution shall prevail.
- 2.11 the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.
- 2.12 words importing:
  - 2.12.1 the singular number only shall include the plural, and the converse shall also apply;
  - 2.12.2 the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders;

2.12.3 a reference to natural persons shall also include partnerships, trusts and juristic persons and the converse shall also apply.

2.13 when any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

### **3. LEGAL STATUS**

3.1 These rules have been established by the Trustees in terms of the Constitution of the Voliere Master Owners Association ("the Association").

3.2 All Residents are obliged to comply with these Conduct rules.

3.3 The Resident of every property is responsible for ensuring that all members of family, tenants, visitors, employees, contractors, contractors' subcontractors, and delivery persons, also comply with the Conduct rules.

3.4 Each Owner is vicariously liable for the acts or omissions on the part of the Residents of his Property and his or their Invitees. In the event of any breach or contravention of any provision of these rules by a Resident or by the Invitees of the Owner or Resident, such breach or contravention shall be deemed to have been committed by the Owner of the property concerned. Without prejudice to the foregoing, the Trustees shall be entitled to take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceedings against the Owner of the Property concerned.

3.5 Should any damage be caused to the Communal Property by a Resident or the Invitees of the Resident, the Owner of the Property concerned shall be liable to the Association for the costs to repair such damage, and the costs may be added to the Owner's levy statement. Without prejudice to the foregoing, the Trustees shall be entitled to take or cause to be taken such steps against the person who actually caused the damage as they may in their discretion deem fit, with or without proceedings against the relevant Owner.

3.6 The Trustees may also assign powers and duties in terms of these rules to an agent, or an employee, or to the managing agent, or to a service provider or contractor.

3.7 The Trustees shall have the right in the event of a breach of a rule by a Resident, family, tenants, visitors, employees, contractors, contractors' subcontractors, and delivery persons, (and without any notice should the Trustees in their discretion deem that no notice is warranted) to take such action against the defaulting owners as they deem fit on behalf of the Association, including but not limited to:

3.7.1 Remedying of the breach at the defaulting owner's cost; and/or

3.7.2 Imposition of a fine as the Trustees deem appropriate; and/or

3.7.3 Removal of the defaulting Resident from and the barring of his access to the Estate.

### **4. GENERAL CONDUCT**

In order to preserve and enhance the residential amenity and lifestyle of Voliere, all Residents shall at all times behave and conduct themselves in a considerate, reasonable and civilised manner, and shall in particular avoid causing inconvenience or nuisance to other Residents.

## **5. SECURITY AND PROTECTION**

5.1 Security is an important feature and Residents and their guests must at all times assist and comply with the security systems and procedures implemented by the Association, particularly with regard to access control. We do however reserve all rights of admission to the Estate.

5.2 The following rules Apply to Security Procedures.

5.2.1 Only residents are permitted to have remote control access into the estate, unless prior arrangement is made with the trustees. Failure to comply with this may result in your remote access being revoked.

5.2.2 All vehicles must come to a complete stop before entering to ensure it is safe to proceed without incident. All intersections must be treated as 4 way yields and stops to ensure continued safety.

5.2.3 No tailgating is allowed at the entrance and all residents should ensure the gates/boom have closed to ensure no unauthorised access.

5.2.4 A speed limit of 30km/h is enforced at all times

5.2.5 All vehicles are the responsibility of the Residents

5.2.6 The Association's Security and Trustees have the right to restrict access either to residents and/or visitor vehicles

5.3. Parking in visitor bays is for the sole use of visitors - anyone parked for lengthy periods will be clamped and fined. This is controlled at the discretion of the trustees.

5.4 More specific and detailed rules for security and protection will be established from time-to-time.

Any persons found to be ignoring or not adhering to these rules may be fined at the discretion of the trustees.

## **6. ROADS AND TRAFFIC**

6.1 As the roads, traffic islands, and sidewalks are used by everyone, extreme care must be taken by drivers to ensure the safety of all users. Pedestrians crossing the streets have the right of way and drivers should approach these with caution. All intersections are to be regarded as being controlled by a 4-way yield sign.

6.2 The speed limit is 30km/h, and the appropriate regulations of the Western Provincial Road Traffic Ordinance shall apply.

6.3 Resident's vehicles should generally be parked in their garages and/or carports and/or exclusive use parking bays' as may be applicable and should not obstruct road traffic, protrude over the end of the driveway or be parked on grass verges. Vehicles found parked on grass verges will be wheel clamped and fined R 250.00 per day.

6.4 Visitor's bays are restricted for visitor's use only.

- 6.5 Revving of motorbikes, vehicles or other engines should be restricted to the absolute minimum. No repairs or reconditioning on vehicles or motorbikes are permitted in garages, driveways, the road or open spaces, except for emergency repairs only.
- 6.6 Drivers of any motorised vehicles, petrol scooters, and motorbikes must comply with Western Provincial Road Traffic Ordinance rules. e.g. no unlicensed vehicles are permitted to be driven in the Estate, only licenced drivers are permitted to drive in the Estate, no motorbikes or scooters may be driven without helmets in the estate.
- 6.7 More specific and detailed rules for roads and traffic will be established from time to time.

## **7. LANDSCAPING AND PROPERTY MAINTENANCE**

- 7.1 All horticultural and landscape aspects of the Estate including sidewalks and traffic islands will be managed by the Association.
- 7.2 Communal gardens will be maintained by the Association. This includes grass cutting, edging, weeding and turning over of the beds, pruning of excessive shrub growth and removal of cuttings and dead plants. There is no provision for supplementary planting or tree removal.
- 7.3 The communal garden irrigation system as installed will be maintained by the Association and no additions or alterations may be done thereto by a Resident. If the irrigation system is damaged by a Resident, it will be repaired by the Association at the cost of the Resident.
- 7.4 The Association will plant and maintain the communal gardens and the verges of the Estate in accordance with the Estate's Landscaping Master Plan.
- 7.5 A Resident must maintain all aspects of the exterior of his/her house. Fencing, pools, paving and all paint work etc., to a suitable level of upkeep, neatness and tidiness to the satisfaction of the Association. Trustees will do regular maintenance checks and notify Residents' of required maintenance.

## **8. PROPERTY APPEARANCE**

- 8.1 The planning concept for the Estate is one of openness and visual transparency. Garden areas on both street sides of any house are therefore open to viewing, and must be kept clear and uncluttered.
- 8.2 All buildings and out-buildings, structures of any nature, fixtures and fittings, swimming pools and all additions or alterations of any such buildings, out-buildings or structures erected or to be erected on the erf must be in accordance with the architectural and landscape design guidelines and be approved by the Association, in particular to control the design, fixtures and fittings and colour of the exterior of such buildings, outbuildings or structures and the materials to be used on such exteriors to ensure an attractive and aesthetically pleasing character to all buildings.
- 8.3 The process below is to be followed prior to work commencement and to be read in conjunction with the Constitution:
- Plans need to be drawn up for all additions and alterations;
  - The plans need to be submitted to the Association for approval;
  - Once the plans are approved by the Association, they then need to be submitted to local Council for approval;
  - Neighbour's approval/consent will also have to be attained;
  - A deposit in the amount required by the Trustees (if required);
  - A scrutiny fee (if required).

- 8.4 The Resident accepts responsibility and shall be liable to the Association for any damage caused by him or by his contractors or other workers to the Communal Property and indemnifies the Association against such damage or any claims arising therefrom. If a resident or his contractors or workers damage/s the Communal Property during construction, the Trustees may appoint an independent contractor to repair the damage and recover the costs of repairs from the deposit paid by the Resident.
- 8.5 Once the Trustees have conveyed their approval to the Resident and the building plans have been approved by the Municipality (where applicable), the Resident shall arrange a date for commencement of the work with the Trustees or managing agent.
- 8.6 No work may commence until arrangement has been made with the Trustees or managing agent, as above.
- 8.7 The storage of materials, wendy-houses, tool sheds, boats, windsurfers, and trailers, caravans, building materials, bird aviaries, motorcycles, inflatable pools and any other unsightly objects are not permitted in gardens, driveways, carport or exclusive use parking bays and common property. In particular, but without limiting the generality of the aforementioned, an Owner shall not hang any washing or laundry or any other items that are visible from the road or over any boundary fence.
- 8.8 Except for the arrival and departure of motor vehicles, garage doors should be kept closed whenever possible, for sake of the general appearance of the Estate.
- 8.9 Fixtures and fittings and other items such as wash lines, air-conditioning ducts and units, swimming pool pumps, satellite dishes, solar heating panels, evaporative cooling radiators, kennels, etc. should be sited as discreetly and out of view as possible, and may only be installed subject to the prior written approval of the Association. No basketball nets are to be affixed to the front facade of a property.
- 8.10 In the interests of all owners, each owner is required to carry sufficient building insurance cover for his house; so that any major mishap can be repaired and made good.

## **9. THE ESTATE APPEARANCE**

- 9.1 Residents are requested to leave the open spaces in a clean condition, and to conscientiously dispose of any litter. A person may not in any way damage or deface any part of the Communal Property or the communal facilities or any item placed or installed, or structure erected in respect thereof, or any other property of the Association.
- 9.2 A Resident and his Invitees must use and enjoy the Communal Property in such a manner so as not to unreasonably interfere with the use and enjoyment thereof by other Residents. A person who makes use of a communal facility must at all times be considerate and exercise proper care.
- 9.3 No trees or plants in open spaces may be damaged or removed. Residents are requested not to plant any noxious flora in their gardens without written permission from the Trustees.
- 9.4 Swimming pool water must be discharged into the sewer drain, and not into any storm water pipe or drain. Care must be taken to ensure that such discharge does not negatively impact on the surrounding vegetation.
- 9.5 An item, fluid or material that may cause a blockage may not be disposed into the sewerage system. In the event of a blockage that is shown to be the result of such disposal, the Resident concerned must clear the sewerage system within twenty-four (24) hours after the occurrence of the blockage, failing which the Trustees may have the system cleared at the risk and for the account of the Owner of the Erf concerned.
- 9.6 If a vehicle has dripped or spilled lubricant or other fluid onto any part of the Communal Property or in any other way damaged or defaced the Communal Property, the person responsible for it must forthwith clean

or repair the area concerned, failing which the Trustees may clean or repair the area for the account of the Owner of the Erf concerned.

- 9.7 No fires, braai or barbecuing is permitted in open areas or anywhere except in Residents' enclosed portion of the property.
- 9.8 The display of boards/placards and distribution of pamphlets, flyers etc. is not permitted inside the Estate, i.e., security boards, for sale boards, estate agency boards, advertising boards, etc.
- 9.9 No auctions or jumble sales may be held on the Communal Property.

## **10. ANIMALS & PETS**

- 10.1 Pets are permitted at the discretion and only with written permission from the Association, and such permission may be withdrawn at any time, without reason, justification or liability. Any pets which cause a nuisance, are not on a controlled leash, or displaying aggressive behaviour may be removed from the Estate by the Association, without further notice. 10.2 In view of neighbour proximity and open gardens, cat and dog pets need to be strictly controlled by Residents, both on and off their property.
- 10.2 Every cat and dog must wear a tag with resident's name and house number. Pets must be on a controlled leash in open areas, and must not harass or be allowed to harass other persons, children, cyclists, joggers, or other pets. Dog excrement must be immediately removed by the Resident.
- 10.3 At all times, and particularly at night, pets must not create a disturbance, and should not be left unattended.
- 10.4 In terms of the Animal Bylaw of 2010, residents are required to register their pets and comply with any applicable sterilisation and vaccination bylaws.
- 10.5 Pets may not be allowed to enter the dams and water features.
- 10.6 A maximum of 3 (three) pets per dwelling and 2 (two) pets per apartment may be kept.

## **11. NEIGHBOUR RELATIONS**

- 11.1 The reduction of noise, especially in this closed environment, is an important criterion for all residents.
- 11.2 The volume of TV, music, radios, partying, children and power tools, etc. must be moderated in consideration of other residents. It must also be understood that the Association and its Trustees, are not responsible for "instant policing" of such problems. It is suggested neighbours and security is notified of imminent parties, or social activities, and that all Residents conform to moderate restraints.
- 11.3 No activities are permitted in the open areas if they cause unreasonable nuisance to other residents.
- 11.4 Residents must attempt to resolve a dispute amongst themselves before referring the dispute to security, the managing agent or the Trustees.
- 11.5 Urgent disputes over noise, violence, conduct or other confrontational nature may be raised with security, less urgent disputes and complaints should be raised with the estate's management who will forward the matter to the Trustees where relevant.



- 11.6 The Trustees will only investigate a dispute between two Residents after the complainant provided sufficient proof that they indeed did approach the neighbour or managing agent to try and resolve the matter prior to referring the matter to the Trustees.
- 11.7. The Trustees must investigate, in such manner as it deems fit, a written complaint received from a Resident relating to the behaviour and/ or conduct of a Resident and/ or other person, and may take such steps with regard thereto as they deem fit.
- 11.8 The Trustees may on their own initiative, and irrespective of whether a complaint has been received, investigate in such manner as they deem fit, the behaviour and/ or conduct of a Resident and/ or other person, and may take such steps with regard thereto as they deem fit.

## **12. BUSINESS ACTIVITY**

- 12.1 No business activity or even hobbies, which causes aggravation or nuisance to other Residents, may be conducted.
- 12.2 Except for domestic workers, no staff may be employed by residential homeowners that require daily access.
- 12.3 No business activity that involves manual labour and machinery (electrical machinery, lathes and hand-held tools etc.) may be conducted.
- 12.4 The only business activities that would be considered for approval by the Trustees are businesses that are of an administrative nature, or consulting on a one-on-one basis etc. without causing any disturbance, noise, aggravation or inconvenience to neighbours. These business activities should be carried out completely out of sight, behind closed doors and strictly one visitor/client at any one time.
- 12.5 All business activities under 12.4 must be confined to regular business hours (9am – 5pm).
- 12.6 Prior to the commencement of any business activity that falls within 12.4 above, the applicant would be requested to describe the nature and the fashion in which the business would be operated. This must be done in writing. If the applicant does not adhere to the specific conditions set by the Association in a letter of approval, the Trustees of the Association have the right to terminate the permission to operate a business activity under 12.4 above at the Trustee's discretion.

## **13. REFUSE**

- 13.1 A refuse removal service is provided on a weekly basis. Bins must be kept on Residents premises until the evening prior to collection.
- 13.2 All Residents are to pack bins away within 24 hours of them being emptied.
- 13.3 The Municipality will only clear the standard trolley bins, and will not remove refuse from the floors or in garbage bags.
- 13.4 Residents must make their own arrangements to remove any excess garden refuse and rubble, except grass cuttings (i.e. anything that would ordinarily not be placed into a municipal refuse bin) at their own cost.
- 13.5 No refuse, garden spoil, or rubble may be dumped on vacant stands, nor may bags of refuse, garden spoil, or rubble be placed in refuse room on the floors.
- 13.6 All refuse bins are to be kept out of view from the common area.

## **14. SWIMMING POOLS / JACUZZI'S**

### **14.1** Swimming pools present an obvious danger to children -

According to Regulations:

"The Owner of any site which contains a swimming pool or swimming bath shall ensure by means of a wall or fence that no person can have access to such pool or bath from any street or public place or any adjoining site other than through a self-closing and self-latching gate with provision for locking in such wall or fence: Provided that where any building forms part of such wall or fence, access may be through such building.

Such wall or fence and any such gate therein shall be not less than 1,2m high measured from the ground level, and shall not contain any opening which will permit the passage of a 100mm diameter ball."

The constructional requirements of such fence or gate shall comply with the requirements contained in SABS 1390.

### **14.2** Property residents with pools are encouraged to protect their swimming pools with fences and/or safety nets or covers at all times.

### **14.3** Plans for swimming pools must be submitted and approved by the Association and Council, as per any other external building works, before work may commence.

## **15. WALKING, JOGGING, CYCLING, BLADING ETC.**

### **15.1** The planning concept for the Estate is to create a child friendly environment where children can play, cycle and enjoy social activities in a secure manner. Traffic calming measures shall be installed in this regard.

### **15.2** It is the parent's responsibility to educate their children as to the potential dangers of other road users. The possible liability due to damage to property should also be taken into consideration.

### **15.3** Road traffic signs need to be adhered to by all road users and disregard of such signs could attract fines (e.g. speeding).

### **15.4** Dogs may be walked in the Estate, as long as they are on a leash. Failure of such, the Owners or Occupiers of the dog will be fined by the Association.

## **16. MAINTENANCE OF COMMUNAL SERVICES AND FACILITIES**

### **16.1** A Resident must permit access to their Erven, Common Areas, and the Communal Property to irrigation pipelines, water metres, fibre optic network and other services or facilities of the Association by persons authorised in writing by the Trustees, for the purpose of carrying out inspections or repairs.

### **16.2** If a person is obstructed from, or hindered in, the performance of his duties contemplated in this rule, the Owner of the Erf concerned may be liable for any additional costs incurred by the Association in the performance of such duties.

## **17. SECURITY FENCE AND STRUCTURES**

### **17.1** A Resident must not damage, remove or make any attachments to any part of the security fence and structures, or tamper with the security system or any of its components or in any way obstruct it so as to prevent the proper functioning of the Voliere security system.

- 17.2 No person may display, erect or place any signage on, against or on top of the security fence and structures, unless authorised in writing thereto by the Trustees.
- 17.3 Trees, shrubs or plants that in the discretion of the Trustees are likely to interfere with the proper functioning of the security system may not be planted in the close proximity of the security fence or structures.
- 17.4 A Resident must permit access to their Erven, Common Areas, and the Communal Property to the main security perimeter by persons authorised in writing by the Trustees, for the purpose of carrying out inspections or repairs or maintenance to the security perimeter or to prune trees, shrubs or plants that may prevent the proper functioning of the security system.
- 17.5 If a person is obstructed from, hindered in, the performance of his duties contemplated in this rule, the Owner of the Erf may be liable for any additional costs incurred by the Association in the performance of such duties.

## **18. SERVICES**

- 18.1 Excepting for the electricity supplier and Telkom, all the other completed services and roads of the Estate are privately owned by the Association, and accordingly operated and maintained by the Association.

## **19. BUILDING RULES AND GUIDELINES (to be read with the Constitution)**

- 19.1 No building activities 15 December - 15 January
- 19.2 No Building activities Easter weekend
- 19.3 Builders may not use visitors' bays as these bays are exclusive to Visitors
- 19.4 All builders must sign in and out daily
- 19.5 Timelines for building to be set prior to commencement of building
- 19.6 If timelines exceed the timeline by more than 1-month fines payable per day
- 19.7 Major renovations a R10000.00 damage deposit to be paid upfront for fines and damages as per the Constitution.
- 19.8 Outside damage to neighbours' homes, fences, driveways will be recovered from deposit if enough funding available, this deposit can also be used for any common areas damaged by Builders / contractors – any amounts exceeding the deposit will be added to the homeowners' levy account
- 19.9 Owners must complete all necessary documents prior to commencement of building.
- 19.10 Proof of municipal approval required before contractors are allowed.
- 19.11 Skips are allowed to be put on your personal driveways for a maximum of 5 working days at a time for the removal of rubble – remembering there is a maximum permissible load on the roads.
- 19.12 An Owner shall furthermore comply with the following provisions regarding construction of improvements:
- 19.12.1 The Owner must engage suitably qualified or experienced contractors, especially in respect of plumbing, electrical and waterproofing work, and suitably qualified or experienced architects, builders and/ or structural engineers.

- 19.12.2 The Owner or his contractors must take out appropriate insurance for the duration of construction, if required by the Trustees.
- 19.12.3 The Owner and his contractors must adhere to the provisions of the Occupational Health and Safety Act, No. 85 of 1993, where applicable.
- 19.12.4 The Owner and his contractors must make provision for fire prevention and shall ensure that the safety of Residents is not compromised.
- 19.12.5 The Owner and his contractors must comply with the requirements of the Municipality and the regulations to the National Building Regulations and Building Standards Act, No. 93 of 1977, as amended, where applicable and any other relevant legislation and regulations.
- 19.12.6 An Owner shall comply with the relevant provisions of these rules and the Guidelines and the conditions prescribed by the Trustees.
- 19.12.7 An Owner shall ensure that the harmonious appearance of the buildings is not compromised. All doors, windows and other external fittings being installed must conform in outward appearance to, or be of a similar standard and appearance as, such items generally installed elsewhere in the buildings.
- 19.12.8 An Owner shall perform the work from 08h00 to 17h00 on Mondays to Fridays and during specific hours that may be authorised by the Trustees, but not on Saturdays, Sundays or on public holidays. No work is allowed outside these hours, except emergency repairs.
- 19.12.9 The Communal Property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds.
- 19.12.10 Work must be performed with the minimum discomfort, disturbance, obstruction or nuisance to other Residents and shall be completed as soon as possible within the timeframe specified by the Trustees, if any.
- 19.12.11 An Owner must ensure that his contractors and/ or other workers comply with the provisions of these rules.
- 19.13 Should any work commence before the Trustees have granted their consent, or should the scope of the work be materially changed, the Trustees may instruct the Owner or his contractors to stop the work, until consent to continue with the work has been granted by the Trustees.

## **20. RE-SALES AND LETTING**

- 20.1 In order to ensure that prospective purchasers are correctly informed about the Estate and to avoid the proliferation of unsightly signage, owners shall be obliged to employ either the developer's accredited agent and/or an agent duly accredited by the Association for re-sales and letting. No signage is to be placed on the verges or common areas of the Estate.
- 20.2 Any sales agreement must include an obligation for the purchaser to become a member of the Association upon transfer of the property in his name and to remain as a member for so long as he is the registered Owner of the property.
- 20.3 In the case where the beneficial ownership or control of a company, close corporation, trust or other association which owns a property is changed or transferred, the transferor must notify the Association forthwith of the change or transfer and with the full names and address of the new owner/s.

- 20.4 Any lease agreement in respect of an owner's property must include an obligation for the tenant to observe the rules and Constitution of the Association.
- 20.5 In order to protect the integrity of the permanent residential component and retaining its exclusivity, rental of units may only be done for a minimum period of 3 (three) continuous months.
- 20.6.1 An owner may apply in writing to let his property on an Airbnb, or similar, short-term basis, for periods shorter than prescribed in 20.5.
- 20.6.2 An owner may not proceed with such letting prior to the written consent have been obtained from the Trustees; and
- 20.6.3 A deposit of R10 000,00 has been paid as security for potential damages and/or transgression of the Rules by the Tenant., which deposit will be invested in an interest bearing account, for the account of the owner indefinitely or until the owner notifies the Trustees in writing that the property is no longer being let or the written consent of the Trustees is withdrawn.
- 20.6.4 A condensed copy of the Rules, which will include all rules applicable to the tenant, must be clearly displayed in the property.

## **21. LEVY PAYMENTS**

- 21.1 Levies are payable in advance, on the 1st day of the month, and interest is payable on arrears. Levies may not be withheld for any reason whatsoever. Those who jointly own a property are liable for levies jointly and severally.
- 21.2 In the event of default of payment of levies, the Association shall be entitled, in addition to any other rights it has at law, to take such action against the defaulting owner.
- 21.3 Owners are urged to arrange a debit order with the administration agent, if appointed, to ensure prompt and timely payment of levies.

## **22. DISCLAIMER**

- 22.1 Neither the Association, it's Trustees, officers, employees or contractors nor their respective agents shall be liable for any loss of life, personal injury or damage to property suffered by any person whilst in or at the Estate or any part thereof and from whatsoever cause arising.

## **23. AMENDMENTS**

- 23.1 These rules are subject to change from time to time, and the Trustees are entitled to add to, amend or repeal the rules as deemed necessary to protect the interests of the Association, the common interests of owners and the integrity of the Estate as a whole.

## **24. FAILURE TO COMPLY WITH CONDUCT RULES**

- 24.1 Should the conduct of a Resident, or his guest, family or invitee (which shall not include the developer in the execution of the development) constitute a nuisance or should such person breach or otherwise fail to abide by any Conduct Rule or any clause of the Constitution contained herein, the Trustees may impose a fine or act as provided for in the Constitution and/ or the Trustees may:
- 24.1.1 institute legal proceedings in any court of competent jurisdiction for such relief as the Trustees may consider necessary; and/ or

24.1.2 apply to the applicable Ombud in terms of the Community Schemes Ombud Services Act, No. 9 of 2011 for an appropriate order; and / or

24.1.3 By agreement refer the matter for mediation proceedings or expert intervention.

## **25. WRITTEN CONSENT OF THE TRUSTEES**

25.1 Whenever the written consent of the Trustees is required in terms of these rules, application for such consent must be made in writing and the applicant must furnish the Trustees with all the information, details and documentation, as required by them. The written consent of the Trustees in terms of these rules or the withdrawal thereof shall be in such format as the Trustees shall from time to time determine. Any written consent given on behalf of the Association may be signed by a Trustee or the Managing Agent.

25.2 The Trustees may attach reasonable conditions to their consent.

25.3 The Trustees may summarily withdraw their consent, in the event of non-compliance with any of their conditions. When withdrawing their consent, the Trustees must notify the Resident in writing and provide him with reasons for their decision.

## **26. COURT YARD COMPLEX(ES)**

26.1 Two freehold complexes consisting of eight individual cluster homes each will be developed around two communal court yards.

26.2 The Owners in each complex will have the exclusive use of their court yard and no other Owner in Voliere will have access to, use of or may pass through these court yards.