

CANAL EAST HOMEOWNERS ASSOCIATION

CONDUCT RULES

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Schedule 1-Penalties

1. LEGAL STATUS

1.1. The Committee is empowered in terms of the Canal East Homeowners Association Constitution ("Constitution") to make, amend and repeal rules ("Conduct Rules") in respect of the Development.

1.2. The primary purpose of the Conduct Rules is the communal interest of the Members and which purpose includes, but is not limited to:

1.2.1. creating and maintaining a congenial and secure atmosphere in the Development; and

1.2.2. promoting and enforcing acceptable security, aesthetic, environmental and architectural design criteria in order to achieve the harmonious development thereof and the harmonious communal living between the Members in the Development; and

1.2.3. preserving and maintaining the property values of Members in the Development.

1.3. The Conduct Rules are binding on the Members who are obliged to ensure the awareness and compliance thereof by their family, tenants, employees, guests and/or invitees. Any breach or contravention of the Conduct Rules by a Member's family, tenants, employees, guests and/or invitees will be deemed to be a breach or contravention by the Member and such Member will be responsible for such breach or contravention and the consequences thereof. Without prejudice to the foregoing, the Association may in its discretion take such steps as it deems necessary, including legal action, against the Member concerned and/or against the person committing the breach or contravention of the Conduct Rules. Any interim rules prescribed by the Committee and/or amendments or repeals thereof will be binding on the Members and enforceable on an interim basis from the time such interim rule takes effect (by the bringing of such interim rule to the reasonable attention of the Members either by posting, e-mail communications and/or publishing it on the Association's website) until it is put to the vote at a general meeting, and on a permanent basis if it has been ratified at such general meeting. Any failure to ratify the interim rules, amendments or repeals thereof does not affect the validity of anything done in terms of such interim rules, amendments or repeals during the period that such rules had an interim effect.

- 1.4. If any term and/or condition in the Conduct Rules is found to be unlawful then notwithstanding such unlawful term and/or condition, the remaining terms and conditions of the Conduct Rules will be unaffected thereby and will continue to be binding and of full force and effect.
- 1.5. No indulgence and/or relaxation of the Conduct Rules and/or a failure to enforce them in one or more instances, will constitute a waiver or consent or prevent its enforcement by the Association at any time.

2. PROPERTY: LETTING AND SELLING

2.1. A Member who lets his Property must:

- 2.1.1. only let the Property for residential purposes;
- 2.1.2. provide the tenant with a copy of the Conduct Rules (*and any amendments thereof from time to time*). A Member will always during the tenancy of his Property be responsible for the acts and actions of his tenants and such tenant's family, guests and/or invitees.
- 2.1.3. provide the Association with a copy of the signed lease agreement between the Member and the tenant, which lease must incorporate therein an acknowledgement by the tenant that he/ has received a copy of the Conduct Rules and undertake to be bound thereby.

2.2. A Member who lets his Property will, notwithstanding anything stated in the Conduct Rules to the contrary, not be released from his obligations to the Association in terms of the Conduct Rules.

2.3. A Member who intends selling his Property must ensure that the:

- 2.3.1. sale agreement provides therein that the Purchaser will, on registration of transfer thereof, become a Member of the Association and will be bound to and comply with the Conduct Rules;
- 2.3.2. estate agent/agency will avoid the proliferation and unsightly use of advertising materials and signage boards in and around the Members' property. In particular, the use of "On Show" signage boards may only be displayed from 14:00 on a Saturday until 17:00 on a

Sunday for show house purposes and such “*On Show*” boards and any similar pointer boards will not exceed 6 (six) signage boards.

2.3.3. use of a “*Sold*” signage board on the Property will be removed by the estate agent/agency or Purchaser within 6 (six) weeks after the Property has been sold.

2.4. Prior to the registration of transfer of a selling Member’s Property and against payment of the prescribed fee, the Association will issue a written clearance certificate. A selling Member’s Property will not be capable of being transferred unless and until a clearance certificate is issued by the Association.

2.5. A clearance certificate will only be issued by the Association if the selling Member has paid all levies and other amounts due to the Association, is not in breach or contravention of the Conduct Rules.

3. PROPERTY: BUSINESS

3.1. No Member will apply for the rezoning of his Property with a view to procuring a variation or amendment or substitution of use rights and will not be permitted to use his Property for any purpose other than the permitted use applicable upon the establishment of the Development.

3.2. A Member will not conduct any form of business from the Property unless the Association has approved, in writing, an application by the Member (“applying Member”) therefore and the local authority has, to the extent that it may be necessary, granted its approval, in writing, authorising the conduct a business from the Property in terms of applicable laws and regulations.

3.3. The application by a Member to conduct a business from the Property must:

3.3.1. be in writing and signed by the registered owner(s) of the Property;

3.3.2. state the name of the business and its legal nature (example: a private company, close corporation, trust, sole proprietor) as well as the registration details of such legal entity;

3.3.3. state the nature of the business activity to be conducted from the Property;

3.3.4. state the number of employees that will be working in the business from the Property;

- 3.3.5. state the days of the week and times the business intends to operate from the Property;
- 3.3.6. attach original or certified copies of:
 - 3.3.6.1. bar coded green identity booklet or identity card of the registered Property owners;
 - 3.3.6.2. the proprietors/members/directors/trustees/partners of the business;
 - 3.3.6.3. the registration documents of the legal entity to conduct the business from the Property;
 - 3.3.6.4. written notice of the immediate surrounding neighbours of the Property that they are aware of the application being made by the Member and there is no objection to the conduct of the business from the Property;
 - 3.3.6.5. the local authority's written approval referred to in paragraph 3.2
- 3.4. The Association will endeavour within 21 (twenty-one) days of receipt of the application give notice to the applying Member whether the Association approves his application for the conducting of the business from the Property or not. The Association will, in approving such application, be entitled to impose such terms and conditions as it deems reasonable and/or necessary.
- 3.5. The approval for the conduct of a business on the Property by the Association is personal to the applying Member and is not transferable and may not be used by any other person to conduct a business from the Property.
- 3.6. In the event that a Member to whom the Association has given its approval for the conduct of a business from the Property changes any aspect of its business, including any change of ownership of the business and/or any disposal of such business, the Member must notify the Association in writing thereof and submit a new application in accordance with the provisions of this paragraph 3 with a view to obtaining approval for the conduct of such business from the Property.
- 3.7. The applying Member undertakes to comply with all terms and conditions imposed by the Association upon the grant of the approval for the conduct of a business from the Property.

- 3.8. The applying Member understands and accepts that the Association reserves for itself the right, upon notice to the Member, to withdraw its approval to conduct a business from the Property where such Member violates any of the provisions of this paragraph 3 and/or any terms and conditions imposed by the Association upon its approval of the applying Member's application. In such a case, the applying Member must cease and desist the conduct of his/ business from the Property within 7 (seven) days of written notice thereof.
- 3.9. The Member undertakes that his conduct of the business from the property will:
- 3.9.1. not causes a disturbance, noise, aggravation or inconvenience to other Members;
 - 3.9.2. not allow or cause to be allowed any vehicle at the Property to affect normal traffic flow and/or be a nuisance or hinderance to other Members;
 - 3.9.3. allow or caused to be allowed the placement on the Property or within the Development any signage and/or advertising in respect of the business.
 - 3.9.4. not permit more than 3 (three) persons being at the Property for the purpose of the business at any one time;
 - 3.9.5. only trade/operate from 08:00 until 17:00 in the work week of Monday to Friday. There will be no operation/trading of the business over weekends (Saturday and/or Sunday) and/or public holidays.
- 3.10. The Property will not be used solely for the purpose of conducting a business therefrom.

4. PROPERTY: ALTERATIONS AND RENOVATIONS

- 4.1. Members will not place or do anything on the Property, including but not limited to: the verge, garden, garage, patio, roof, doors and walls (including boundary walls), which in the opinion of the Association is aesthetically displeasing or undesirable when viewed from the outside of the Property and/or which deviates from the Canal East Home Owners Association Home Improvement Guide ("HIG") (*available from the Association or Managing Agent or downloadable from the Association's website*) and which HIG will be deemed to be incorporated into the Conduct Rules. Where there is a conflict between the Conduct Rules at

paragraphs 4,5,6 and 7 hereof and the HIG, then the HIG will prevail but only to the extent of the conflict existing.

- 4.2. No alteration, addition, demolition, reconstruction and/or decoration to any building and/or wall structure on a Member's Property will be permitted unless the Association has approved the plans therefor in writing prior to the commencement thereof.
- 4.3. Water Tanks, air conditioning units, water filtration systems, water irrigation pumps, borehole pumps, pool pumps and the like must be erected/installed on the Property and out of sight of the public when viewed from the outside of the Property.
- 4.4. Washing lines on the Property must be erected and used out of sight of the public when viewed from the outside of the Property.
- 4.5. TV aerials, satellite dishes, internet antennae and the like may only be erected /installed at the Property in a manner that is not aesthetically displeasing or undesirable when viewed from outside of the Property.

5. PROPERTY: MAINTENANCE AND REPAIRS

- 5.1. Members must maintain all aspects of the exterior of the Property such as, but not limited to: paintwork, brickwork, cladding, fascia boards, chimney cowling, roof, gutters, downpipes, garage doors, driveway paving, security gates, window frames, burglar bars, fencing, path paving and the like in a state of good order and repair and take all reasonable steps to keep the Property clean, hygienic, neat and in an aesthetically pleasing condition to the satisfaction of the Association.
- 5.2. No change to the external colour scheme of a Member's Property will be permitted without the prior written consent of the Association.
- 5.3. Refuse bins must not be left outside the Property except on the days of the refuse collection. Once the refuse is collected, Members must ensure the refuse bins are placed back inside the Property.
- 5.4. All refuse is to be placed in a refuse bin in securely wrapped refuse bags.

5.5. Members must immediately remove or cause to be removed all building rubble, and garden refuse from the Property that would not ordinarily be collected by the refuse collectors.

6. PROPERTY: LANDSCAPING AND ENVIROMENTAL CARE

6.1. Members must regularly maintain or cause to be maintained the front garden and verges of the Property in an aesthetically pleasing condition to the satisfaction of the Association.

6.2. Members are permitted to improve and/or supplement plants and succulents in the front garden and verges. Members are permitted to plant only indigenous trees.

6.2.1. Members must take all reasonable steps to maintain all trees and shrubs on the Property and verge of the Property. Trees and/or shrubs (or any part thereof) on the Property must not overhang onto and/or over any adjacent Property and /or a boundary wall and/or onto the roads. Trees must not be cut, killed or materially diminished to the extent that such tree is unsightly and/or aesthetically displeasing to the general harmonious look and feel of other trees in the area of the Development.

6.3. Members will not, without the written consent of the Association, remove trees on the Property and/or verge of the Property.

6.4. Landscaped parts of a Members' Property that is in the public eye must be undertaken in an aesthetically pleasing and desirable way that is reasonably similar to the general harmonious look and feel of the area of the Development.

7. VEHICLES AND PARKING

7.1. Members will not:

7.1.1. park any boat, caravan, trailer, heavy-duty vehicle or the like on the Property that is visible from neighbouring properties and/or the road. For purposes of certainty and clarity, any such boat, caravan, trailer, heavy-duty vehicle or the like parked on the Property must be located out of view or be screened from view of neighbouring properties and/or the road;

- 7.1.2. park any vehicle, boat, caravan, trailer, or the like on the road for any prolonged period which, for all purposes, is more than a continuous or repeated period 24 (twenty-four) hours.
- 7.1.3. sound hooters in the Development other than in the case of an emergency;
- 7.1.4. repair any form of vehicle except where such repairs are conducted inside the garage of the Property and out of sight of the public eye;
- 7.1.5. permit any form of vehicle to drip oil, brake fluid or similar substances on the roads;
- 7.1.6. operate any form of vehicle in the Development that is a nuisance and/or disturbance to other Members;
- 7.1.7. leave a derelict vehicle on the Property or on the road.

8. PETS AND ANIMALS

8.1. Members are permitted to only have:

- 8.1.1. domestic cats and dogs ("pets"); and
- 8.1.2. reptiles, rodents, spiders and insects ("animals") that are not poisonous and not harmful to humans or the environment of the Development, are housed indoors and are kept securely and exclusively within its own secured enclosure on the Property.

8.2. Members must:

- 8.2.1. secure the Property in such a way that pets and animals do not exit/escape from the Property;
- 8.2.2. ensure the pets are not noisy, quarrelsome, dangerous and/or a nuisance;
- 8.2.3. immediately pick up and safely and hygienically dispose of all pet defecation. Members are prohibited from disposing of pet defecation in the common areas of the Development and/or in the bins in and around the Development;

- 8.2.4. secure pets with a leash under control of a Member when outside of the Property.
- 8.3. No farm type animal such as, but not limited to, chickens, geese and pigs or any other animal, reptile and/or bird which may endanger local fauna and flora will kept on the Property.
- 8.4. No ritual slaughter of any kind is permitted on the Property and/or within the Development.

9. GENERAL BEHAVIOUR

- 9.1. Members will always conduct themselves in a considerate, reasonable and civilised manner and with due regard to their surroundings, other Members in general. In particular, Members will not:
 - 9.1.1. play loud music and/or conduct any boisterous function and/or make noise after 22:00 and before 08:00 in the weekday (Monday to Friday) and after 23:59 and 08:30 on Saturday, Sunday or a public holiday;
 - 9.1.2. engage in hobbies or other similar activities that causes a nuisance and/or disturbance to other Members;
 - 9.1.3. subject to paragraph 9.1.3.1 below, operate or cause to be operated machines (for example: pool pumps, borehole pumps, petrol or diesel generators ,DIY machines, lawnmowers and the like) after 19:00 and before 08:00 at any time during the week.
 - 9.1.3.1. To the extent that it is necessary in circumstances where there is no electricity supply, such as during so-called load shedding, Members may operate or cause to be operated a petrol or diesel generator but only where such generator is enclosed in a soundproof box within the home on the Property (for example inside the garage).
- 9.2. Members must leave the common areas (for example the parks) visited in the Development in the same condition it was when entering.
- 9.3. Flora must not be damaged or removed from the common areas in the Development.

10. HOMEOWNERS LEVIES

- 10.1. Members are obliged, in terms of the Constitution, to pay the Association levies (general and/or special levies). Members acknowledge and understand that the need to pay levies is to ensure, among other things, that the Association is in a position to fulfil its obligations in terms of the Constitution.
- 10.2. Members will pay levies annually in advance with effect from the 1st day of the month following the date of general meeting at which the levies are approved, or as otherwise directed by the Association to Members in writing. The Committee may, but are not obliged, to resolve that the annual levies can be paid by Members on a monthly basis subject to such conditions the Committee may prescribe for the payment thereof and which conditions will be binding on the Members. Levies that are paid monthly will be due and payable on the 1st day of the month following the date of the general meeting at which such levies are approved and, thereafter, on the 1st day of each and every succeeding month.
- 10.3. A failure or refusal or neglect of a Member to pay the levies on the due date will result in the full outstanding amount of the levies to immediately be due and payable to the Association without further written notice to such defaulting Member.
- 10.4. The Association will be entitled, should it be necessary, to impose special levies on Members and Members will be obliged to make payment of such special levies within 30 (thirty) days of written notice by the Association.
- 10.5. Members are encouraged, but not obliged, to implement a stop order in favour of the Association for the payment of the levies and any other amounts due in terms of the Constitution and/or the Conduct Rules and every such Member undertakes to ensure that the banking account against which such stop order will operate will at all times have sufficient funds therein to ensure payment thereof to the Association.
- 10.6. The Association may refuse a Member the right to vote on any matter at an Annual General or Special Meeting unless and until such Member's levies are fully paid up.

11. BREACH/CONTRAVENTION OF THE CONDUCT RULES

11.1. Except for and without derogating from paragraph 10.3 above, if a Member (“defaulting Member”):

11.1.1. breaches or contravenes any of the Conduct Rules, the Association will give written notice (“*first breach notice*”) thereof to the defaulting Member setting out the nature of the breach or contravention and, where applicable, demand that such breach or contravention of the Conduct Rules be remedied within a period of 14 (fourteen) days of the date of the first breach notice; and

11.1.2. fails or refuses or neglects to remedy his breach or contravention of the Conduct Rules following the expiry of the time period set out in the first breach notice in paragraph 11.1.1 above, the Association will give a further and final notice (“*final breach notice*”) to the defaulting Member to remedy his breach or contravention of the Conduct Rules within a period of 7 (seven) days from the date of the final breach notice and will provide that should such Member fail or refuse to do so, the Association will levy a penalty on the defaulting Member; and

11.1.3. fails or refuses or neglects to remedy his breach or contravention of the Conduct Rules following the expiry of the time period set out in the final breach notice in paragraph 11.1.2 above, the Association will impose a penalty (“penalty”) on the defaulting Member in accordance with Schedule 1.

11.2. Should the Association impose a penalty in respect of the breach or contravention of the Conduct Rules, such penalty will be added to the defaulting Members’ levies account. The penalty will be due and payable on written demand from the Association.

11.3. In circumstances where a defaulting Member commits a breach/contravention of the Conduct Rules which is not reasonably capable of remedial action, the Association may impose a maximum penalty on the defaulting Member in accordance with Schedule 1.

11.4. The Penalties set out in Schedule 1 will automatically increase on 1 January of each year by a rate equal to the Consumer Price Index (CPIX) as published, which increase will be compounded annually.

- 11.5. The Association may, failing the remedial action of the defaulting Member in paragraph 11.1.2 above, be entitled, but not obliged, to take such action as it deems necessary and incur such costs to remedy the breach or contravention of the Conduct Rules by the defaulting Member.
- 11.6. The imposition of a penalty on the defaulting Member in terms of paragraph 11.1.3 above will be in addition to the costs payable by the defaulting Member as prescribed in paragraph 12 below.
- 11.7. Any penalty imposed on and/or costs due by the defaulting Member will be deemed a debt by the defaulting Member regardless of whether the breach or contravention of the Conduct Rules was caused by the defaulting Members' family, tenants, employees, guests and/or invitees.
- 11.8. The imposition of a penalty and/or liability for costs in this paragraph 11 will be without prejudice to any other remedies the Association may have in terms of the common law pursuant to such breach or contravention of the Conduct Rules by the defaulting Member.
- 11.9. For the purpose of this paragraph 11 and Schedule 1, any reference to "days" will be deemed to be calendar days inclusive of Saturdays, Sundays and public holidays.

12. COSTS

All costs, including, but not limited to litigious and non-litigious fees and/or disbursements and/or expenses, incurred by the Association in ensuring and/or enforcing compliance with the Conduct Rules will be due and payable by the defaulting Member ..

13. NOTICES

- 13.1. The Association and Members agree that for the purpose of the giving of any notice in terms of the Conduct Rules and the delivery of any legal notice and/or process, the parties choose the following service address:

13.1.1. The Association:

13.1.1.1. At the contact details referred to in paragraph 15.3 below

13.1.2. The Member:

13.1.2.1. prepaid registered post to the Property; or

13.1.2.2. hand delivery to the Property; or

13.1.2.3. e-mail to the Member's e-mail address

13.1.3. Any communication by one party sent by pre-paid registered post will be deemed to have been received by the other party 4 (four) calendar days after the date of posting thereof. Any communication sent by one party to the other by e-mail will be deemed to have been received by the receiving party on the same day. Any communication delivered by hand by one party will be deemed to have been received by the receiving party on the day of delivery thereof.

13.2. A Member may change his/her/its addresses upon 7(seven) calendar days written notice thereof to the Association, which addresses may not be an address outside the Republic of South Africa.

14. AMMENDMENTS

14.1. The Conduct Rules may be amended from time to time as the Association may determine in its discretion.

14.2. The Conduct Rules are/will be made available to Members from the Association and/or Managing Agent and/or can be downloaded from the Association's website at www.cehoa.co.za or www.canaleasthoa.co.za

15. CONTACT DETAILS

The following contact details are provided to Members:

15.1. Website: www.cehoa.co.za or www.canaleasthoa.co.za

15.2. E-mail for all enquiries: admin@cehoa.co.za

15.3. The Managing Agent, appointed by the Association , the contact details of which is available on written request to: admin@cehoa.co.za

DOCUMENT STATUS CONFIRMATION

Document Version: **2 (February 2020)**

I, **Rene Bauman**, chairman of the Canal East Homeowners Association hereby confirm that these Conduct Rules have been approved at a Members' meeting on **25 February 2020**.

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Schedule 1**PENALTIES**

Description	Penalty Imposed
All Property incidents relating to alterations and renovations of the Property	<ul style="list-style-type: none"> • A penalty equal to R700.00 per incident of a breach/contravention of the Conduct Rules and, in the event that the breach/contravention of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R700.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member; • A penalty equal to R1000.00 per incident for a 2nd breach/contravention of the Conduct Rule within a 12-month period of the 1st breach/contravention of the Conduct Rule and, in the event that the 2nd breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R1000.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member

Business from the Property:

- Without the written approval of the Association
 - All other incidents relating to the operating of a Business from the Property:
- A penalty equal to R600.00 per month until such breach is remedied by the defaulting Member;
 - A penalty equal to R600.00 per incident of a breach/contravention of the Conduct Rules and, in the event that the breach/contravention of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R600.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member;
 - A penalty equal to R800.00 per incident for a 2nd breach/contravention of the Conduct Rule within a 12-month period of the 1st breach/contravention of the Conduct Rule and, in the event that the 2nd breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R800.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member

<p>All Property incidents relating to maintenance and repairs</p>	<ul style="list-style-type: none"> • A penalty equal to R500.00 per incident of a breach/contravention of the Conduct Rules and, in the event that the breach/contravention of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R500.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member; • A penalty equal to R700.00 per incident for a 2nd breach/contravention of the Conduct Rule within a 12-month period of the 1st breach/contravention of the Conduct Rule and, in the event that the 2nd breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R700.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member
<p>All Property incidents relating to landscaping and environmental care</p>	<ul style="list-style-type: none"> • A penalty equal to R400.00 per incident of a breach/contravention of the Conduct Rules and, in the event that the breach/contravention of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a

	<p>further penalty equal to R400.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member;</p> <ul style="list-style-type: none"> • A penalty equal to R600.00 per incident for a 2nd breach/contravention of the Conduct Rule within a 12-month period of the 1st breach/contravention of the Conduct Rule and, in the event that the 2nd breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R600.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member
All incidents relating to vehicles and parking	<ul style="list-style-type: none"> • A penalty equal to R400.00 per incident of a breach/contravention of the Conduct Rules and, in the event that the breach/contravention of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R400.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member; • A penalty equal to R600.00 per incident for a 2nd breach/contravention of the Conduct Rule

	<p>within a 12-month period of the 1st breach/contravention of the Conduct Rule and, in the event that the 2nd breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R600.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member</p>
All incidents relating to pets and animals	<ul style="list-style-type: none"> • A penalty equal to R400.00 per incident of a breach/contravention of the Conduct Rules and, in the event that the breach/contravention of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R400.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member; • A penalty equal to R600.00 per incident for a 2nd breach/contravention of the Conduct Rule within a 12-month period of the 1st breach/contravention of the Conduct Rule and, in the event that the 2nd breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to

	<p>R600.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member</p>
<p>All incidents of general behaviour</p>	<ul style="list-style-type: none"> • A penalty equal to R500.00 per incident of a breach/contravention of the Conduct Rules and, in the event that the breach/contravention of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R500.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member; • A penalty equal to R700.00 per incident for a 2nd breach/contravention of the Conduct Rule within a 12-month period of the 1st breach/contravention of the Conduct Rule and, in the event that the 2nd breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R700.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member

<p>All incidents of a breach/ contraventions of the Conduct Rules not specifically set out in this schedule</p>	<ul style="list-style-type: none"> • A penalty equal to R350.00 per incident of a breach/contravention of the Conduct Rules and, in the event that the breach/contravention of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 11.1.3 of the Conduct Rules, a further penalty equal to R350.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member.
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- I. The penalties in this Schedule 1 may be amended by the Association from time to time.
- II. The penalties will be charged to and recovered from the defaulting Member per each incident of a breach or contravention of the Conduct Rules.
- III. The Penalties in this schedule will automatically increase on 1 January of every year in terms of paragraph 11.4 of the Conduct Rules.