

# **CANAL EAST HOMEOWNERS ASSOCIATION**

## **CONDUCT RULES**

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**Schedule 1-Penalties**

## 1. LEGAL STATUS AND PURPOSE

- 1.1. The trustees of Canal East Homeowners Association (“**Association**”) are empowered in terms of the Canal East Homeowners Association Constitution (“**Constitution**”) to make, amend and repeal rules (“**Conduct Rules**”).
- 1.2. The purpose of the Conduct Rules is to:
  - 1.2.1. promote harmonious communal living; and
  - 1.2.2. promote safety, security and aesthetic standards; and
  - 1.2.3. promoting and supporting the preservation of property values within the Development.
- 1.3. The Conduct Rules are binding on the Members who are also responsible for ensuring compliance thereof by, among others, their tenants, guests, agents, employees and invitees.
- 1.4. Any breach of the Conduct Rules by a Member’s family, tenants, agents, employees, guests and/or invitees will be deemed to be a breach by the Member and such Member will be responsible for such breach or 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 party committing the breach of the Conduct Rules.
- 1.5. 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.
- 1.6. 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.

2.2. A Member who lets his Property will, notwithstanding anything stated in lease agreement 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 estate agent/agency will avoid the excessive use of advertising materials and signage boards in and around the Members' Property.

## 3. PROPERTY: BUSINESS

3.1. No Member will, without the written consent of the Association, which consent will not be unreasonably withheld, 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 14 (fourteen) working days of receipt of the application to 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 approval to conduct a business from the Property changes a material part of his 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 where such Member violates any of the provisions of this paragraph 3 and/or any terms and conditions imposed by the Association of its approval. In such a case, the Member must cease and desist the conduct of his business from the Property within 3 (three) working days of written notice thereof.
- 3.9. The Member undertakes that his conduct of the business from the Property will:
- 3.9.1. not cause 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. not 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 Association's Home Improvement Guide ("**HIG**") (available from the Association or Managing Agent or downloadable from the

*Association's website*) and which HIG is deemed to be incorporated into and part of the Conduct Rules.

- 4.2. No alteration, addition, demolition, reconstruction and/or decoration to any structure on a Member's Property will be permitted without Association's prior written approval 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 on the Property (or Property structure) 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 cowlings, 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 in keeping with the surrounding area of the Development 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 approval 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( in front of and along the side) of the Property in an aesthetically pleasing condition in keeping with the surrounding area of the Development to the satisfaction of the Association.

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

6.3. Members must take all reasonable steps to maintain all trees and shrubs on the Property and on the verge of the Property.

6.4. 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.

6.5. Trees must not be cut, killed or materially diminished to the extent that such tree is unsightly and/or aesthetically unpleasing to the general harmonious look and feel of other trees in the area of the Development.

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

6.7. 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;

- 7.1.2. sound hooters in the Development other than in the case of an emergency;
- 7.1.3. repair vehicles except where such repairs are conducted inside the garage of the Property and out of sight of the public eye;
- 7.1.4. permit vehicles to drip oil, brake fluid or similar substances on the roads in the area of the Development;
- 7.1.5. operate a vehicle in the Development that is a nuisance and/or disturbance to other Members;
- 7.1.6. leave a derelict vehicle on the Property or within the area of the Development.

## 8. PETS AND ANIMALS

### 8.1. Members are permitted to have:

- 8.1.1. domestic cats ,dogs and birds (“pets”); and/or
- 8.1.2. such other animal that is not poisonous or harmful to humans or the environment of the Development, and that is housed indoors and kept securely within a secure enclosure on the Property.

### 8.2. Members must:

- 8.2.1. Take reasonable steps to secure the Property in such a way that pets and animals do not exit/escape from the Property;
- 8.2.2. ensure the pets and animals are not noisy, quarrelsome, dangerous and/or a nuisance;
- 8.2.3. immediately pick up and safely and hygienically dispose of all pet and animal 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 dogs with a leash under control of a Member when outside of the Property. (no cat owner will do that)

8.3. No farm type animal such as, but not limited to, chickens, geese and pigs or any other non-domestic reptile and/or bird and/or other animal will be 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 and their neighbours in particular. 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 on the Member's Property or within the Development if it causes a nuisance and/or disturbance to other Members;

9.1.3. subject to paragraph 9.2 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.

9.2. 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).

9.3. Members must leave the common areas (example: parks) visited in the Development in the same condition it was when entering.

9.4. Flora must not be damaged or removed from the common areas in the Development.

## 10. LEVIES

10.1. Members are obliged to pay the Association levies (general and/or special levies and/or supplementary levy and/or interim levy).

10.2. Members will pay their levies in advance or as otherwise directed by the Association..

10.3. The Association will be entitled, should it be reasonably necessary, to impose special levies and Members will be obliged to make payment of such special levies within 30 (thirty) days of the levy payment notice ("**special levy notice**") by the Association.

10.4. The Association may refuse a Member the right to vote on any matter at an Annual General or Special General Meeting until such Members' levies and all other amounts due to the Association is fully paid up.

#### 11. PROPERTY TRANSFER CLEARANCE CERTIFICATE (SALE OF PROPERTY)

11.1. No transfer of a Member's Property will proceed to registration until the Association has issued the Member with a written signed clearance certificate ("**clearance certificate**").

11.2. The Association will issue a clearance certificate only once it is satisfied that:

11.2.1. all levies, special levies, penalties, interest and any other amounts due to the Association have been paid in full; and

11.2.2. the Property complies with the Conduct Rules and the HIG; and

11.2.3. there are no outstanding contraventions of the Conduct Rules and/or the HIG or that such contraventions have been remedied to the reasonable satisfaction of the Association.

11.3. The Member must give the Association written notice of the impending transfer of the Property for the purpose of the Association inspecting the Property to determine its compliance with the Conduct Rules and the HIG prior to issuance of the clearance certificate.

11.4. Where the Association contends that the Property is not compliant, it will:

11.4.1. provide the Member with written reasons detailing the nature of the non-compliance; and

11.4.2. afford the Member the opportunity of not less than 7 (seven) working days from the date of the delivery of the written reasons in paragraph 11.4.1 to remedy the non-compliance or make written representations to the Association.

11.5. The Association may, in its sole discretion, issue a conditional clearance certificate (“**conditional certificate**”) only where the Member demonstrates that the non-compliance of the Conduct Rules is incapable of being remedied prior to the registration of the transfer date due to circumstances beyond the Members’s reasonable control.

11.6. Without limiting the generality of paragraph 11.5, the issue of a conditional certificate will only be considered where:

11.6.1. the remedy of the non-compliance is dependent on the approval or action of a third party or local authority and the Member has already taken reasonable steps within his control to procure such approval or action and that the inability to achieve such approval or action prior to the date of registration of transfer is not attributable to any delay, neglect or failure on the part of the Member; or

11.6.2. the non-compliance is minor and is not material to the overall aesthetic, structural integrity, or regulatory compliance of the Property; and

11.6.3. the non-compliance does not pose a risk to the other Members, the Development, or the Association.

11.7. The conditional certificate may be issued upon such conditions as the Association may determine, including but not limited to:

11.7.1. a written undertaking by the Member and/or purchaser of the Property to remedy the non-compliance within a specified period;

11.7.2. the provision of a monetary retention, deposit, or guarantee to secure compliance; and

11.7.3. such further terms as are necessary to protect the interests of the Association.

11.8. For the avoidance of doubt:

- 11.8.1. a Member will have no right or entitlement to be issued with a conditional certificate;
- 11.8.2. the Association will not be obliged to issue a conditional certificate in any circumstances;
- 11.8.3. the decision to grant or refuse a conditional certificate will not be subject to challenge solely on the basis that such conditional certificate has been granted in other instances; and
- 11.8.4. the granting of a conditional certificate will not constitute a waiver of any non-compliance of the Conduct Rules and/or the HIG.

## 12. BREACH OF THE CONDUCT RULES

12.1. Non-payment of Levies and other amounts

- 12.1.1. Notwithstanding anything to the contrary contained in this clause 12, where a Member ("**defaulting Member**") fails to make payment of any levy or other amount ("**Arrears**"), due to the Association, the Association will give written notice ("**Arrears Notice**") to the defaulting Member requiring payment of the Arrears within 7 (seven) working days from date of the sending of such Arrears Notice.
- 12.1.2. If the defaulting Member fails to make payment within the aforesaid period prescribed in the Arrear Notice, the Association:
  - 12.1.2.1. will not be required to give the defaulting Member a further or final notice; and
  - 12.1.2.2. will be entitled to proceed immediately with such steps, including legal proceedings, for the recovery of the Arrears against the defaulting Member.

12.1.3. The Association will be entitled to charge interest on the Arrears as prescribed in the Association's financial management policy.

12.1.4. A certificate signed by a trustee of the Association, or the Association's accountant or the managing agent of the Association, whose appointment or authority need not be proved, reflecting amounts due and owing by the defaulting Member, will constitute *prima facie* proof of such indebtedness for all purposes, including any legal proceedings.

12.1.5. For the avoidance of doubt:

12.1.5.1.1. any representations made by the defaulting Member will not suspend his obligation to make payment of the levies or any other amount due to the Association; and

12.1.5.1.2. a dispute raised by the defaulting Member regarding the levies or any other amount due to the Association will not entitle him to withhold payment

## 12.2. Breach of the Conduct Rules

12.2.1. If a Member ("**defaulting Member**"):

12.2.1.1. breaches a Conduct Rule (other than a breach of the payment of levies or other amounts due and paying to the Association), the Association will give written notice ("**first breach notice**") thereof to the defaulting Member setting out, among other things, the nature of the breach and demand that such breach of the Conduct Rules be remedied within a period of 7 (seven) working days of from the date of the first breach notice; and

12.2.1.2. fails or refuses or neglects to remedy his breach or contravention of the Conduct Rules following the expiry of the time period in paragraph 12.2.1.1, the Association will give a further notice ("**final breach notice**") to the defaulting Member to remedy his breach or contravention of the Conduct

Rules within a further period of 7 (seven) working days from the date of the final breach notice; and

12.2.1.3. fails or refuses or neglects to remedy his breach of the Conduct Rules following the expiry of the time period set out paragraph 12.2.1.2 above,

the Association may impose a penalty (“**penalty**”) on the defaulting Member in accordance with Schedule 1.

12.3. The penalties set out in Schedule 1 will automatically increase on the 1<sup>st</sup> day of the new financial year of the Association by a percentage equal to the annual increase in the Consumer Price Index (“**CPI**”). For the purpose of this clause CPI means the headline Consumer Price Index (All Items) for South Africa, as published by Statistics South Africa.

12.4. The applicable increase will be the year-on-year percentage change in CPI as published for the most recent month available at the time of calculation prior to the increase date.

12.5. If the CPI is discontinued, replaced, or materially altered, the Association will be entitled to apply the nearest equivalent index published by the same authority or its successor.

12.6. The Association may, failing the remedial action of the defaulting Member in paragraph 12.2.1.2 above, be entitled, but not obliged, to take such action and incur such costs to remedy the breach or contravention of the Conduct Rules by the defaulting Member.

12.7. The imposition of a penalty on the defaulting Member in terms of paragraph 12.2.1.3 above will be in addition to the costs payable by the defaulting Member as prescribed in paragraph 13 below.

12.8. The Association will, after the expiry of the time period in paragraph 12.2.1.2 above, give written notice (“**penalty notice**”) to the defaulting Member of the penalty imposed and/or the costs payable, which amounts will be paid by the defaulting Member within 7(seven) working days of the date of the penalty notice.

12.9. Any penalty imposed on the defaulting Member will be deemed an amount due to the Association regardless of whether the breach of the Conduct Rules was caused by the

defaulting Member or his family, tenants, employees, guests and/or invitees. The Association will have the right to institute legal proceedings to recover the penalty amount due from the Member.

12.10. The imposition of a penalty will be without prejudice to any other remedies the Association may have in terms of common law pursuant to such breach of the Conduct Rules by the defaulting Member.

### 13. REPRESENTATIONS AND APPEALS

13.1. A Member may, where entitled to do so in terms of these Conduct Rules or when affected by any decision, notice, or action of the Association, submit written representations to the Association.

13.2. All representations must:

13.2.1. be in writing;

13.2.2. clearly identify the relevant Property and/or the issue in question;

13.2.3. set out the factual and/or legal basis of the representations in sufficient detail; and

13.2.4. be accompanied by all supporting information and documentation, including (where applicable) photographs, videos, plans, drawings, approvals, correspondence, or any other relevant material.

13.3. The Member bears the responsibility to ensure that the representations are complete and sufficiently detailed to enable the Association to properly consider the matter. Incomplete and/or representations lacking sufficient detail may result in delays for the Association to consider such representations.

13.4. Unless otherwise provided in these Conduct Rules or in a notice issued by the Association, a Member must submit representations within 7 (seven) working days of:

13.4.1. receipt of the relevant notice; or

13.4.2. becoming aware of a decision or action against the Member

failing which no representations will be considered by the Association without good cause shown by the Member

13.5. The Association will consider the member's representations :

13.5.1. at its monthly trustees meeting; or

13.5.2. within such extended period as may be reasonably required, having regard to the nature and complexity of the matter

13.6. The Member's representations will be considered on the written representations only. No oral representations will be heard.

13.7. The Association will make its decision in respect of the representations and communicate such decision to the Member in writing, with brief reasons, where appropriate within 7(seven) working days after the consideration thereof.

13.8. A Member who is dissatisfied with the decision of the Association may lodge an appeal.

13.9. The Member's appeal must:

13.9.1. be submitted in writing

13.9.2. submitted to the Association within 7 (seven) working days of receipt of the decision;  
and

13.9.3. clearly set out the grounds of appeal.

13.10. The Member's appeal will be considered by:

13.10.1. The trustees (excluding any person involved in the original decision);or

13.10.2. such independent person or sub-committee as the Association may appoint

13.11. The Appeal body may:

13.11.1. confirm the original decision;

13.11.2. amend the decision; or

13.11.3. substitute the decision with a new decision.

13.12. The appeal will be determined within 21 (twenty one) working days of receipt of the appeal submissions, or within such reasonable extended period as the appeal body may require.

13.13. The Association will communicate its decision of the Member's appeal to the Member, in writing, with brief reasons, where appropriate, within 3 (three) working days after the consideration thereof by the appeal body.

13.14. The decision by the appeal body will be final and binding on the Member, within the internal without prejudice to any rights the Member may have at law.

13.15. Unless otherwise expressly provided in these Conduct Rules:

13.15.1. the submission of representations or an appeal will not suspend any obligation of the Member; and

13.15.2. the Association may continue to enforce compliance, including the imposition of penalties or refusal to issue a clearance certificate, subject to the provisions of these Conduct Rules.

#### 14. COSTS

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

## 15. NOTICES

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

### 15.1.1. The Association:

15.1.1.1. At the contact details referred to in paragraph 18.3 below

### 15.1.2. The Member:

15.1.2.1. prepaid registered post to the Property;

15.1.2.2. hand delivery to the Property;

15.1.2.3. e-mail to the Member's e-mail address (as provided by the Member to the Association)

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

15.2. Either party may change the addresses herein upon 7(seven) working days written notice thereof to the other party, which address may not be an address outside the Republic of South Africa.

## 16. COMPLIANCE, REVIEW AND FINANCIAL POLICY CONTROL

16.1. Periodic Review

16.1.1. The Conduct Rules will be reviewed at least every two (2) years from the date of its adoption (“**Adoption Date**”), or more frequently if reasonably necessary due to changes in legislation, governance requirements, operational needs, or other relevant circumstances.

## 16.2. Document Identifier

16.2.1. This document will be allocated a unique Policy Document Identifier (“**PDI**”) upon adoption to ensure proper identification and record control.

16.2.2. The PDI must appear on the last page of this document.

16.2.3. The PDI will be comprised of both letters and numerals. For example: CR-001-2025 which identifier is interpreted as follows:

16.2.3.1. “CR” denotes this Conduct Rules document;

16.2.3.2. “001” denotes the document version issued;

16.2.3.3. “2025” denotes the year of adoption.

16.3. Any amendments or revisions to this document will be allocated a numerically sequential identifier reflecting its status as a subsequent version (e.g., CR-001-2026 for the first amendment after adoption of the inaugural (first) Conduct Rules).

## 16.4. Clause-Specific Amendments

16.4.1. Where amendments affect specific clauses, each amended clause will carry its own unique identifier recording the date of adoption and approval, for example: Clause 7.2 – CR-001-2025-A1, which identifier is interpreted as follows:

16.4.1.1. “CR” denotes this document;

16.4.1.2. “001” denotes the document version;

16.4.1.3. “2025” denotes the year of adoption;

16.4.1.4. “A1” denotes the revision version of the specific clause.

## 16.5. Document Retention

16.5.1. All previous versions of this document must be retained for the full document retention period of this document, of the Association’s recordkeeping framework, to ensure historical reference, auditability, and compliance verification

## 16.6. Adoption

16.6.1. The adoption of this document, and any subsequent amendments, will be recorded by resolution of the trustees, indicating the date of approval, version identifier (as provided in Clause 16), and the names and signatures of the trustees present at adoption.

## 17. DOCUMENT AVAILABILITY

17.1. The Conduct Rules are/will be made available to Members by the Association and/or Managing Agent on written request or can be downloaded from the Association’s website at [www.cehoa.co.za](http://www.cehoa.co.za).

## 18. CONTACT DETAILS

The following contact details are provided to Members:

18.1. Website: [www.cehoa.co.za](http://www.cehoa.co.za)

18.2. E-mail for all enquiries: [admin@cehoa.co.za](mailto:admin@cehoa.co.za)

18.3. The Managing Agent, appointed by the Association , the contact details of which is available on written request to: [admin@cehoa.co.za](mailto:admin@cehoa.co.za)

PDI:
<b>CR-002-2026</b>
Adoption date:
<b>22/04/26</b>

**Schedule 1****PENALTIES**

<b>Description</b>	<b>Penalty Imposed</b>
All Property incidents relating to alterations and renovations of the Property	<ul style="list-style-type: none"> <li data-bbox="799 488 1485 1014">• A penalty equal to R900.00 per incident of a breach of the Conduct Rules and, in the event that the breach of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R900.00 per incident per month will be imposed until such breach of the Conduct Rule is remedied by the defaulting Member;</li> <li data-bbox="799 1093 1485 1675">• A penalty equal to R1200.00 per incident for a 2<sup>nd</sup> breach of the Conduct Rule within a 12-month period of the 1<sup>st</sup> breach of the Conduct Rule and, in the event that the 2<sup>nd</sup> breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R1200.00 per incident per month will be imposed until such breach of the Conduct Rule is remedied by the defaulting Member</li> </ul>

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 R1,300.00 per month until such breach is remedied by the defaulting Member;
- A penalty equal to R900.00 per incident of a breach of the Conduct Rules and, in the event that the breach of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R900.00 per incident per month will be imposed until such breach of the Conduct Rule is remedied by the defaulting Member;
- A penalty equal to R1,300.00 per incident for a 2<sup>nd</sup> breach/contravention of the Conduct Rule within a 12-month period of the 1<sup>st</sup> breach/contravention of the Conduct Rule and, in the event that the 2<sup>nd</sup> breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R1,300.00 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"> <li>• 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 12.2.1.3 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;</li> <li>• A penalty equal to R1,000.00 per incident for a 2<sup>nd</sup> breach/contravention of the Conduct Rule within a 12-month period of the 1<sup>st</sup> breach/contravention of the Conduct Rule and, in the event that the 2<sup>nd</sup> breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R1,000.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member</li> </ul>
<p>All Property incidents relating to landscaping and environmental care</p>	<ul style="list-style-type: none"> <li>• 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 12.2.1.3 of the Conduct Rules, a</li> </ul>

	<p>further penalty equal to R700.00 per incident per month will be imposed until such breach of the Conduct Rule is remedied by the defaulting Member;</p> <ul style="list-style-type: none"> <li>• A penalty equal to R900.00 per incident for a 2<sup>nd</sup> breach/contravention of the Conduct Rule within a 12-month period of the 1<sup>st</sup> breach/contravention of the Conduct Rule and, in the event that the 2<sup>nd</sup> breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R900.00 per incident per month will be imposed until such breach of the Conduct Rule is remedied by the defaulting Member</li> </ul>
All incidents relating to vehicles and parking	<ul style="list-style-type: none"> <li>• A penalty equal to R700.00 per incident of a breach 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 12.2.1.3 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;</li> <li>• A penalty equal to R900.00 per incident for a 2<sup>nd</sup> breach/contravention of the Conduct Rule within a 12-month period of the 1<sup>st</sup></li> </ul>

	<p>breach/contravention of the Conduct Rule and, in the event that the 2<sup>nd</sup> breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R1,000.00 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 relating to pets and animals</p>	<ul style="list-style-type: none"> <li>• 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 12.2.1.3 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;</li>   <li>• A penalty equal to R900.00 per incident for a 2<sup>nd</sup> breach/contravention of the Conduct Rule within a 12-month period of the 1<sup>st</sup> breach/contravention of the Conduct Rule and, in the event that the 2<sup>nd</sup> breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R600.00 per incident per month will be</li> </ul>

	<p>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"> <li>• A penalty equal to R800.00 per incident of a breach/contravention of the Conduct Rules and, in the event that the breach of the Conduct Rule is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R800.00 per incident per month will be imposed until such breach of the Conduct Rule is remedied by the defaulting Member;</li> <li>• A penalty equal to R1,000.00 per incident for a 2<sup>nd</sup> breach/contravention of the Conduct Rule within a 12-month period of the 1<sup>st</sup> breach/contravention of the Conduct Rule and, in the event that the 2<sup>nd</sup> breach/contravention is not remedied within 14 (fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R1,000.00 per incident per month will be imposed until such breach/contravention of the Conduct Rule is remedied by the defaulting Member</li> </ul>
<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"> <li>• A penalty equal to R600.00 per incident of a breach of the Conduct Rules and, in the event that the breach/contravention of the Conduct Rule is not remedied within 14</li> </ul>

	<p>(fourteen) days after the imposition of the penalty in terms of paragraph 12.2.1.3 of the Conduct Rules, a further penalty equal to R800.00 per incident per month will be imposed until such breach of the Conduct Rule is remedied by the defaulting Member.</p>
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