HOA CODE OF CONDUCT

This Code of Conduct is compiled and constituted in support of the Homeowners’ Association Constitution with the purpose of further protecting and advancing the interests of all the members of the Baronetcy Estate Homeowners’ Association (the “HOA”). This code of conduct is mandatory for all owners, residents, tenants and visitors on the Estate. The elected Trustees and Managing Agent authorised by the HOA Trustees are entrusted to apply and enforce these rules.

1. DEFINITIONS

1.1 Architectural Guidelines means the Baronetcy Estate Home Owner’s Association architectural guidelines, as published and as amended from time to time.

1.2 HOA means the Baronetcy Estate Homeowners’ Association, which is administered by the MANAGING AGENT.

1.3 Builder’s Code of Conduct means the Baronetcy Estate Building contractors code of conduct, as published and as amended from time to time.

1.4 COMMON PROPERTY means all land within the ESTATE and the stormwater detention facility but does not include private ERVEN.

1.5 DEVELOPER means ARUN REGENT LIFESTYLE DEVELOPMENTS (PTY) LTD.

1.6 DWELLING means all structures erected on ERVEN within the estate.

1.7 ERF/ERVEN means any erf (whether or not vacant) owned by an OWNER within Baronetcy Estate.

1.8 ESTATE means Baronetcy Estate, Plattekloof IV.

1.9 HOA Code of Conduct means this Baronetcy Estate Home Owner’s Association code of conduct, as published and as amended from time to time.

1.10 MANAGING AGENT means the agent elected to administer the HOA from time to time.

1.11 MANAGING ARCHITECT means ARTHUR QUINTON ARCHITECTS.

1.12 OWNER means a registered OWNER of an ERF within the managerial area of the HOA, and who is therefore also a Member of the HOA.

1.13 RESIDENT means any OWNER, tenant, occupant of any ERF.

1.14 TRUSTEES mean the elected trustees of the Baronetcy Estate Homeowners’ Association.

2. APPEARANCE OF THE ESTATE /STREETSCAPES
The collective pride and aesthetic appeal of the ESTATE depends to a great extent on all RESIDENTS contributing towards the creation and maintenance of a neat and pleasing streetscape, and for this reason the following rules will be enforced:

2.1 GARDENS AND LAWNS

2.1.1 Private gardens must be kept in neat and attractive conditions at all times by RESIDENTS.

2.1.2 All ERVEN must be maintained and kept clean and tidy by the OWNER. If the OWNER fails to do so, the ERF will be maintained by the MANAGING AGENT on behalf of the HOA for the OWNER’S account.

2.1.3 A RESIDENT shall not cause or allow any caravans, , boats, wendy houses, tool sheds, garden tools or other equipment to be left or kept in a place where they are visible from the street.

2.1.4 private open spaces and footpaths are COMMON PROPERTY and maintained by the HOA for use by all RESIDENTS and therefore the following rules will be strictly enforced:

2.1.4.1 No vehicles, caravans or tents may be placed on grassed or garden areas.

2.1.4.2 Unauthorised persons may not remove or transplant trees, shrubs or plants.

2.1.4.3 Only authorised persons may maintain the COMMON PROPERTY.

2.1.4.4 No alien vegetation may be planted or transplanted.

2.1.5 All RESIDENTS are obliged to maintain at its cost the area between the road curb and the boundary of his/her ERF.

2.2 HOUSES/DWELLINGS

2.2.1 RESIDENTS shall not place or do anything on balconies, patios, stoeps and gardens which, in the opinion of the TRUSTEES, is aesthetically displeasing or undesirable when viewed from the outside of the DWELLING.

2.2.2 No RESIDENT of an ERF shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the COMMON PROPERTY or on his ERF or DWELLING, without the written consent of the TRUSTEES.

2.2.3 A RESIDENT of an ERF shall not erect washing lines that are viewable from the street, nor hang any washing or laundry or any other items on any part of his DWELLING so as to be visible from the street. In particular no clothes, washing, linen or other items may be hung over balcony walls or in windows or any other place where they will be visible to the public or other RESIDENTS. Washing may not be hung out to dry on any portion of any DWELLING so as to be visible from any part of the ESTATE other than in a designated laundry area on approved building plans.

2.2.4 Garden fences, walls and outbuildings, which form part of the streetscape should be properly finished and maintained and kept in a clean and presentable condition. Failure to comply will result in the repair or maintenance being done by the HOA at the OWNER’S expense.

2.2.5 Post boxes must be cleared of all post and junk mail regularly.

2.2.6 Verandas and entrances to any DWELLING may not be cluttered or used for storage. All equipment, toys, boxes and refuse bags must not be visible from outside the DWELLING.

2.2.7 Burglar bars/ security gates must be approved by the TRUSTEES prior to installation.

2.2.8 Outside décor (paint and colours) as specified in the architectural guidelines must be kept clean and presentable.
2.2.9 Window drapes, curtains and/or blinds, vertical or horizontal, must be of neutral colour and or be aesthetically pleasing.

2.2.10 Driveways are to be kept weed free and litter free at all times.

2.2.11 No “grey water” is allowed to run out of the ERF, but is to go to the RESIDENT’S drain.

2.3 SWIMMING POOLS

2.3.1 All swimming pools must be kept clean and in an orderly state.

2.4 WATER FACILITIES

2.4.1 No fishing, swimming, sailing or recreational activity is to be conducted in any water facilities on the ESTATE.

2.4.2 No litter, rubbish, foreign objects or liquids may be thrown into any water facilities on the ESTATE.

2.5 ARCHITECTURAL GUIDELINES

2.5.1 All building plans and extension plans must comply with the architectural rules and guidelines applicable to the ESTATE.

2.5.2 All plans must be pre approved by the TRUSTEES, MANAGING ARCHITECT and the DEVELOPER (while it is still a member of the HOA) before being submitted to council in terms of the procedures provided for in the said architectural guidelines.

2.5.3 The position, size and sitting of aerials, and satellite dishes must take into account the effect on the view from the neighboring ERVEN. No external ham radio aerials are permitted.

2.5.4 The RESIDENT of an ERF shall not place or do anything on any part of the COMMON PROPERTY, ERF, or balconies, patios, stoeps, and gardens which, in the discretion of the TRUSTEES, is aesthetically displeasing or undesirable when viewed from the street.

2.5.5 RESIDENTS must ensure that DWELLING houses are provided with adequate curtaining or blinds at all times and within 7 days of taking occupation. All linings to curtains, when viewed from outside, must be of neutral colour or white, acceptable to the TRUSTEES in their discretion.

2.5.6 Subject to the Architectural Guidelines, no RESIDENT may, without the prior written consent of the TRUSTEES, place, store, or leave any object, material of any nature or any vehicle on any part of the COMMON PROPERTY, or allow or permit it to be so placed, stored, or left.

2.6 LITTERING AND ENVIRONMENT

2.6.1 RESIDENTS shall not deposit, throw, or permit or allow depositing or throwing, on the COMMON PROPERTY any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. If the OWNER in the reasonable discretion of the TRUSTEES is found to be guilty of doing so, the COMMON PROPERTY will be cleaned by the MANAGING AGENT for the OWNER’S account.

2.6.2 No flora or fauna may be damaged, harmed or removed from the COMMON PROPERTY.

2.6.3 RESIDENTS are responsible for maintaining all and any lawns, trees, plants and shrubs planted on the sidewalks immediately adjacent to their ERVEN.

3. CONSTRUCTION
All **OWNERS** who wish to affect any building or construction on an **ERF** must ensure that he/she, his/her building contractor, his/her architect and the **DEVELOPER** sign the Building Contractor's Code of Conduct Agreement attached hereto as Annexure “A”. This signed agreement and the building deposit as described therein must be paid and lodged with the **HOA** before any construction activities may commence.

4. **NEIGHBOUR RELATIONS**

4.1 ENTERTAINING

4.1.2 There is no provision for communal or common entertainment areas. All such activities will be restricted to the **ERF** of the **RESIDENT** hosting such a private function.

4.1.3 Excessive noise is expressly prohibited.

4.1.4 The **COMMON PROPERTY** areas must be left clean and in good repair.

4.1.5 Fires must be supervised and controlled at all times.

4.1.6 Party time noise is limited to 24h00.

4.1.7 Good behaviour by **RESIDENTS**, their guests and visitors is a prerequisite.

4.1.8 Abusive or bad language and shouting is not permitted.

4.1.9 The use of drugs and gambling on the **ESTATE** is prohibited.

4.2 **NOISE AND NUISANCE**

4.2.1 In general, all **RESIDENTS** shall ensure that their use of the **COMMON PROPERTY**, facilities, and of **ERVEN**, and their conduct and activities, and that of the members of their households, their guests and their visitors, are at all times carried out –

4.2.1.1 in compliance with the provisions of the Constitution and HOA Code of Conduct;

4.2.1.2 and does not cause a nuisance or disturbance in any manner whatsoever to other **RESIDENTS**;

4.2.1.3 and does not, in the opinion of the **TRUSTEES**, detract from the reputation of the **ESTATE** or detrimentally affect the market values of **ERVEN** therein.

4.2.2 No business activity or hobby which causes aggravation or nuisance to fellow **RESIDENTS** may be conducted.

4.2.3 All television, radio, and other appliances emitting sound, including musical instruments, and talking or singing must be kept at audio levels which do not disturb other **RESIDENTS** and which are reasonable in the discretion of the **TRUSTEES**.

4.2.4 Shouting on the **COMMON PROPERTY** or on an **ERF** is prohibited.

4.2.5 No games, including ball games, may be played on the **COMMON PROPERTY** or roads within the **ESTATE**.

4.2.6 No skateboards, roller skates, roller blades, or similar may be used on the **COMMON PROPERTY** or roads within the **ESTATE**.

4.2.7 No stones or any other objects may be thrown or propelled on the **COMMON PROPERTY**.

4.2.8 Motorcycles and bicycles may only be used along the defined routes (including footpaths in the case only of bicycles), and not on any other parts of the **COMMON PROPERTY**.
4.2.9 The hooters of motor vehicles or motor cycles may not be sounded at any time on the ESTATE except as a warning of imminent danger in the case of an emergency.

4.2.10 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated on erven or any part of the ESTATE.

4.2.11 No firearms may be discharged on an ERF or any part of the ESTATE, except under such circumstances which would reasonably justify the use of a firearm for self-defence and related purposes.

4.2.12 When entertaining consideration must be given to neighbouring RESIDENTS.

4.2.13 Parties and celebrations must be toned down by 23h30 and limited to 24h00, unless explicit permission of all potentially affected neighbours has been obtained. The HOA reserves the right to respond to any complaints and take appropriate action.

4.2.14 Unnecessary hooting or revving of motor vehicles is not permitted.

4.2.15 Unreasonably noisy pets such as barking dogs are not permitted.

4.2.16 The use of motorcycles or other vehicles with noisy exhaust systems except when leaving the ESTATE for repairs are prohibited.

5. STREET USAGE

5.1 RESIDENTS shall observe, and ensure that they, and their visitors and guests, including contractors and workmen-

5.1.1 Observe and obey all road signs on the ESTATE and do not drive their vehicles in a manner which causes a risk or danger to persons or property, or a nuisance to other RESIDENTS.

5.1.2 Do not drive a vehicle or allow it to be driven without the driver being properly licensed, as required by law in respect of public roads;

5.1.3 Do not sound their hooters within the ESTATE, except in the event of an imminent emergency.

5.2 SPEED LIMIT

The Speed limit is 40 km/h throughout the ESTATE.

5.3 PARKING

5.3.1 No parking is allowed on the traffic circles or road intersections.

5.3.2 No parking is allowed on the COMMON PROPERTY. [On roads?]

5.3.3 RESIDENTS and their visitors may not park in such a way as to obstruct the free flow of pedestrian or vehicular traffic on any of the roads in the ESTATE.

6. VEHICLES

6.1 No person may park or stand any vehicle upon the COMMON PROPERTY, or permit or allow any vehicle to be parked or stood upon the COMMON PROPERTY, without the consent of the TRUSTEES in writing.

6.2 The TRUSTEES may remove or cause to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the TRUSTEES from time to time, any vehicle parked, standing or abandoned on the COMMON PROPERTY in contravention of these rules.
6.3 No caravans, trucks, trailers, boats, buses or similar heavy vehicles are allowed on the COMMON PROPERTY without the prior written consent of the TRUSTEES, which consent may be given subject to conditions which must be observed.

6.4 The parking of vehicles, including boats, caravans and trailers, is done at the risk of the owner of the vehicle and no responsibility or liability shall attach to the HOA or its agents or employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer as a consequence of his vehicle having been parked on the COMMON PROPERTY or roads within the ESTATE.

6.5 RESIDENTS shall ensure that their vehicles, and the vehicles of their visitors and guests, including contractors and workmen, do not drip fuel, oil, brake fluid or other substance on the COMMON PROPERTY or in any other way deface the COMMON PROPERTY, roads or drive ways.

6.6 No RESIDENT shall be permitted to, or allow another person to, dismantle or effect repairs to any vehicle on any portion of the COMMON PROPERTY, road or driveway.

6.7 No person may reside or sleep in a vehicle, trailer or caravan, or in a garage or carport, or on any part of the COMMON PROPERTY.

6.8 An access disk should be attached to all vehicles of RESIDENTS. These disks may be obtained from the HOA.

7. REFUSE REMOVAL

7.1 All refuse must be placed in black bags and securely sealed. Tins and other containers should be completely drained before being placed in the refuse bags.

7.2 All black bags must be deposited in a municipal bin, to be maintained in a hygienic and dry condition by the RESIDENT.

7.3 On removal days, the municipal bins may only be placed on the road curb directly outside the ERF, and promptly returned to the ERF once the refuse has been collection by the local authority.

7.4 Refuse bags may not be deposited in areas such as pavements, roads or grassed areas.

8. ANIMALS AND PETS

8.1 Pets may only be kept if registered and approved by the TRUSTEES in writing. Pets must be registered for identification purposes.

8.2 All animals must wear collars with identity tags.

8.3 All cats must be sterilised, unless it is a pedigree used for breeding. Proof of pedigree must be forwarded to the HOA with the registration form.

8.4 Pets are not allowed to run free or roam on the ESTATE.

8.5 Pets must be walked on a leash at all times.

8.6 RESIDENTS are responsible for the removal of pet excrement. Should any excrement be deposited on any part of the ESTATE, the immediate removal thereof is the sole responsibility of the RESIDENT that owns the pet. RESIDENTS shall ensure that their animals do not foul the COMMON PROPERTY, nor cause a nuisance to any other RESIDENT. These requirements shall be regarded as conditions imposed by TRUSTEES.

8.7 RESIDENTS must ensure that their animals will not in any way be a nuisance nor disturb the environment or the ESTATE.

8.8 Failure to comply will result in a fine imposed by the TRUSTEES or the removal of the animal.

8.9 RESIDENTS are restricted to three pets per ERF.
8.10 All laws and local authority by-laws relating to pets will be strictly enforced. Animal abuse is not permitted.

8.11 No poultry, pigeons, or aviaries may be kept on the ESTATE.

9. FIRE HAZARDS

9.1 Cigarette butts may not be thrown onto any part of the COMMON PROPERTY.

9.2 RESIDENTS may not store flammable substances or any other dangerous materials.

10. DOMESTIC WORKERS

10.1 The behaviour of domestic workers remains the responsibility of the OWNER. All OWNERS shall procure that all domestic workers details shall be properly recorded with the ESTATE security at the main entrance of the ESTATE before being granted access to the ESTATE. OWNERS are obliged to inform any RESIDENT and worker accordingly.

10.2 An OWNER shall ensure that all domestic workers comply with this HOA Code of Conduct, and do not do anything which may constitute a nuisance or annoyance to any other servant or RESIDENT. OWNERS are obliged to inform any RESIDENT and worker accordingly.

10.3 Domestic workers are not allowed to receive visitors on the ESTATE, save with the applicable OWNER’S express knowledge and consent, and on condition that the OWNER procures that such persons details are first properly recorded with the ESTATE security before being granted access to the ESTATE.

10.4 The provisions regarding occupancy, contained in clause 13, are also applicable to servants’ quarters.

11. PAYMENT OF LEVIES

11.1 Levies are payable monthly in advance by the 3rd day of the month to the MANAGING AGENT.

11.2 Payments made before the 3rd day of the month will benefit from a R50,00 discount.

11.3 An interest rate at 4% above prime, or a monthly levy of R50, whichever is the greater, will be charged on all levies not paid or paid late.

11.4 Legal action will be instituted against OWNERS whose levies are 3 months overdue.

11.5 A certificate signed by any manager of the MANAGING AGENT or any practising attorney acting on the instructions of the MANAGING AGENT shall be prima facie proof of any indebtedness of any OWNER or any fact required to be proved for purposes of summary judgement or provisional sentence, as the case may be.

12. SELLING ARRANGEMENTS AND SIGNS

12.1 Signage or advertising material may not be displayed anywhere in the ESTATE without HOA authorisation.

12.2 Signage or advertising material must at all times comply with all and any applicable laws and must be presented and maintained on the ERF in a neat and tidy manner. Any non-compliant signage or advertising material may be summarily removed by or on behalf of the HOA at the cost of the OWNER and/or the advertiser, were the OWNER cannot be held responsible, and any charges may summarily be charged to the OWNERS levy account.

12.3 The TRUSTEES may remove such signage or advertising material in the event of no authorisation having been obtained. Such removal and any restoration which may be reasonably
required will be effected at the cost of the OWNER and such OWNER shall have no claim against the TRUSTEES or HOA as a result of their functions performed in terms of this provision.

12.4 Only acceptable standard "FOR SALE" signage will be permitted.

12.5 Unacceptable and/or home made, unskilled signage is prohibited.

12.6 All prospective unit buyers must be acquainted with HOA Constitution, rules and levies. The Estate Agent and OWNER/seller must ensure that the buyer is informed about and receives a copy of the rules and any other administrative regulation applicable at the time.

12.7 Only one advertising board is permitted on the ERF to be sold and no advertising boards are permitted anywhere else on the ESTATE (including on the area between road curb and boundary of the ERF or the COMMON PROPERTY.)

12.8 All prospective purchasers MUST be accompanied onto the ESTATE by the relevant estate agent or OWNER.

12.9 An HOA Clearance Certificate must be obtained from the HOA prior to any transfer. The cost of this certificate will be for the account of the OWNER/seller. The Clearance Certificate will only be issued to an OWNER whose levies and any accrued or outstanding fines, including any interest or any other indebtedness to the HOA fully paid and not in breach of any rules of the HOA.

12.10 All of these rules must be communicated to the estate agent and must form part of the mandate agreement between the OWNER/seller and the estate agent.

12.11 An OWNER shall notify the TRUSTEES forthwith in writing of any change of ownership in, or occupation of his ERF, of any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered OWNER, and of any mortgage of or dealing in connection with his ERF.

13. USAGE, LETTING AND OCCUPANCY

13.1 All tenants of units and other persons granted rights of occupancy by any OWNER of the relevant ERF are obliged to comply with this HOA Code of Conduct, notwithstanding any provision to the contrary contained in any lease agreement or any grant of rights of occupancy.

13.2 OWNERS must ensure that tenants are of good standing and sober habits.

13.3 The OWNER/landlord must personally ensure that the tenant (a) receives a copy of the rules and any other administrative regulations applicable at the time and (b) is bound by the rules in the lease.

13.4 An OWNER/landlord must notify the HOA in writing within 14 days of conclusion of an agreement of lease, or other occupancy arrangement (whether verbal or in writing), of the tenancy or occupancy of his DWELLING the duration of the lease/occupancy, the number of occupiers, and confirming that the tenant/occupier who will become a RESIDENT has been handed a copy of the HOA Code of Conduct.

13.5 No RESIDENT of a DWELLING shall allow more than 2 (two) persons to reside in every bedroom (being a room designated as a bedroom in the original building plans) at any one time. For the purposes of this rule, a person who sleeps in a section shall be deemed to reside therein.

13.6 No form of "time-sharing" or any similar arrangement, including a scheme whereby ownership is shared between a group of persons, may be concluded, marketed, or conducted in respect of an ERF within the ESTATE.

13.7 RESIDENTS shall use the DWELLING for residential purposes only and for no other purpose whatsoever.
13.8 No auction, or similar sales, jumble sales, or selling, or exhibitions, shall be held on the COMMON PROPERTY or on an ERF without the prior written consent of the TRUSTEES, nor may same be used for professional, commercial or industrial purposes.

13.9 No person may sleep overnight or reside anywhere on the ESTATE, other than inside a DWELLING intended for residential purposes.

13.10 RESIDENTS of any ERF within the ESTATE are liable for the conduct of their visitors, contractors and employees and must ensure that such parties abide by all rules.

14. DAMAGE/LIABILITY

14.1 Any damage incurred to COMMON PROPERTY or the ESTATE will be for the account of the OWNER and the OWNER is responsible for the actions, behaviour and all acts committed by their guests, visitors, contractors, occupants and tenants.

14.2 Should insurance liability cover be in place then all excess payment will be for settlement by the OWNER.

14.3 Neither the HOA nor any of its representatives may or will accept liability for any damage, loss or injury incurred by any party visiting the estate.

15. BREACH/ PENALTIES AND LEGAL ACTION

15.1 Any person who contravenes or fails to comply with any provision of this HOA Code of Conduct, or any conditions imposed by or directions given in terms of the HOA Code of Conduct, shall be deemed to have breached this HOA Code of Conduct and will be subject to any penalties imposed by the TRUSTEES having regard to the circumstances and which may include the imposition of fines for each separate offence. The following standard procedural steps may be taken against RESIDENTS that do not abide by the HOA Code of Conduct:

1. Written warning, advising of a fine;
2. Written warning, plus a fine per offence in an amount to be determined from time to time in the reasonable but sole discretion of the Trustees, which fine will be immediately invoiced to the RESIDENT;
3. Legal action.

15.2 If the conduct of a RESIDENT of an ERF or his or her visitors constitutes a nuisance in the opinion of the TRUSTEES, or if a RESIDENT or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees must furnish the RESIDENT and OWNER with a written notice which may in the discretion of the TRUSTEES be delivered by hand or by registered post or any other manner provided for in this Code. In the notice the particular conduct which constitutes a nuisance must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the OWNER of the section.

15.3 If the RESIDENT nevertheless persists in that particular conduct or in the contravention of that particular Rule after 7 days of delivery of the written notice mentioned in clause 15.2 above, the RESIDENT and OWNER shall be furnished with a further written notice similar in substance to the first notice mentioned in 15.2 above, but also advising the RESIDENT and OWNER of the imposition of the relevant fine on the OWNER of the relevant ERF.

15.4 The TRUSTEES may, at a general meeting, from time to time, determine the amount of the fines to be imposed for initial and subsequent contraventions of the individual rules contained herein. This shall include, but not be limited to, the penalties referred to in Annexure “A” (the amount of which may be altered from time to time by the Trustees of the HOA).

15.5 In the event of a breach by members of an OWNER’S household, employees, invitees, guests and tenants, the OWNER shall be liable for the payment of any fines imposed. It thus falls on the OWNER to seek compensation from the person(s) responsible for the fine in question.

15.6 Any fine imposed in terms of clause 15.3 shall be a debt due and payable to the HOA and may, if it is not paid within 14 days after the offender has been notified of the imposition of the fine, be
added to the levies which an OWNER is obliged to pay in terms of the Constitution and claimed by the trustees as part of the monthly instalments payable by the owner.

15.7 In the event of the HOA instituting any legal action or proceedings against an OWNER as a result of any breach of any of the rules contained herein, such OWNER shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between attorney and own client, including collection commission, on a scale as determined by the Law Society from time to time.

15.8 In the event of a continuing offence, any person subject to this HOA Code of Conduct who contravenes or fails to comply with any of the provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.

15.9 Should a RESIDENT fail or refuse to comply with this HOA Code of Conduct, the HOA may take whatever action necessary and appropriate in the circumstances and, in view of the overall responsibility of the OWNER for the actions of any RESIDENT, may recover from the OWNER any cost incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.

15.10 No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the TRUSTEES at any time.

15.11 All complaints from RESIDENTS must be lodged in writing with the MANAGING AGENT.

16. AMENDMENTS OR OBJECTIONS TO CODE

16.1 The TRUSTEES may by majority vote amend or add to the HOA Code of Conduct from time to time as may be deemed suitable to ensure the happy and orderly co-existence of RESIDENTS.

16.2 Any OWNER who objects to or requests any special permission to depart from any rule contained in this HOA Code of Conduct shall be entitled to lodge such objection or request in writing and such objection or request shall be considered by and decided upon by the TRUSTEES in their sole discretion by majority vote.

17. OWN RISK AND LIABILITY

17.1 While reasonable care will be taken where possible by the HOA, its Trustees or any of its employees, agents or contractors, any RESIDENT or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee, guest or other person visits and/or uses the Estate at its own risk.

17.2 Accordingly, the HOA, its Trustees or its agents shall not be liable for any injury or loss or damage of any description which any RESIDENT of a section or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest sustain, physically or to his or their property directly or indirectly, in or about the COMMON PROPERTY, its amenities or in the individual ERVEN or for any act done or for any neglect on the part of the HOA or any of its employees, agents or contractors.

17.3 The HOA shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.

18. LEGAL JURISDICTION

18.1 The OWNER and RESIDENT consent to the jurisdiction of the Magistrate’s court in the event of any dispute or matter arising out of or relating to any aspect of the OWNERS ownership of or any resident’s occupation of the ERF, including but not limited to HOA Constitution, and all and any rules and regulations, including but not limited to this HOA Code of Conduct, Builder’s Code of Conduct, Architectural Guidelines or any related matter, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of such Court.
18.2 Such consent shall not derogate from the right of any person to approach the appropriate Division of the High Court of South Africa, for the necessary relief.

19. **NOTICES AND DOMICILIA**

19.1 The OWNER and RESIDENT respectively choose as their domicilium citandi at executandi the physical addresses on the ESTATE and/or, (including where such ERF is vacant), at the latest physical or postal address and/or e-mail address advised in writing to the MANAGING AGENT where all notifications and processes at law may be delivered or served.

19.2 A party may from time to time change its address/es to any other address/es within the Republic of South Africa upon the expiry of one calendar month written notice provided that, for service of formal legal process, such address is a physical address, but otherwise shall include a fax number and e-mail address, at which all notices and processes may be sent to or served.

19.3 Should any notice be given, it shall be deemed to have been received by the recipient (i) where delivered by hand, on the date of delivery or (ii) by fax, on the date of transmission provided the sender has a proof in writing of sending (iii) by registered mail, on the third day after the date of posting (to an address in South Africa) or on the seventh day after the date of posting (to an address outside South Africa), or (iv) by e-mail, in the manner provided for in the Electronic Communications and Transactions Act, 2000.

20. **CONSTITUTION AND CODES OF CONDUCT CREATE A BINDING LEGAL AGREEMENT**

20.1 The HOA Constitution, and all and any rules and regulations, including but not limited to the HOA Code of Conduct, Builders Code of Conduct and Architectural Guidelines as amended from time to time, (the “HOA Constitution, Codes and Guidelines” form the subject matter of and create a binding legal agreement between the OWNER and/or any RESIDENT relating their subject matter.

20.2 The HOA shall be entitled, at any time, without notice to any user to amend the HOA Constitution, Codes and Guidelines in the manner provided for in each of HOA Constitution, Codes and Guidelines, as the case may be. Notwithstanding the foregoing, the HOA shall use best endeavours to publish such HOA Constitution, Codes and Guidelines on the Baronetcy Estate HOA website at www.baronetcyestate.co.za.

20.3 No extension of time or indulgence granted by the HOA to the OWNER OR RESIDENT shall be deemed in any way to affect, prejudice or derogate from the rights of the HOA in any respect under this Code, nor shall it in any way be regarded as a waiver of any rights hereunder.

21 **LEGALLY BINDING TERMS AVAILABLE FROM THE MANAGING AGENT AND ON THE ASSOCIATION WEBSITE**

21.1 The publication of the HOA Constitution, and all and any Baronetcy Estate rules and regulations, including but not limited to the HOA Code of Conduct, Builders Code of Conduct and Architectural Guidelines as amended from time to time, (the "HOA Constitution, Codes and Guidelines") by depositing them with the MANAGING AGENT and or the publication thereof on the Baronetcy Estate website at www.baronetcyestate.co.za shall be deemed sufficient publication thereof and notice to the parties bound thereby so as to form part of a binding legal agreement between such parties, as required by Section 11 of the Electronic Communications and Transactions Act, 2000.
ANNEXURE “A” – SCHEDULE OF PENALTIES (SUBJECT TO CHANGE AS PUBLISHED FROM TIME TO TIME)

Subject to Clause 15.4 of this HOA Code of Conduct (allowing amendments of amounts of fines in the discretion of the Trustees), the following penalties will be imposed on the party in breach of the provisions of the relevant Clause, which penalty may be summarily debited to the levy account of the OWNER by the Managing Agent:

ANY OFFENCE (EXPRESSLY OR IMPLICITLY INCLUDED IN THIS CODE)

1st offence: **R500,00**  
2nd offence: **R1000,00**  
3rd offence: **R1500,00**