



SOUTHDOWNS

HOMEOWNERS ASSOCIATION

THE SOUTHDOWNS HOMEOWNERS ASSOCIATION NPC (“the SHOA”) CODE OF CONDUCT **“THE CODE OF CONDUCT”**

EFFECTIVE DATE – Once approved by the Board of Directors in terms of the Memorandum of Incorporation read with Section 15 of the Companies Act, 71 of 2008

(Revised in July 2022 – ratified at the July 2022 SHOA AGM)

ABBREVIATIONS

Abbreviations are used in this Code of Conduct to enhance the readability of it. These abbreviations are set out below

City of Tshwane	City of Tshwane Metropolitan Municipality
Common areas	The common areas on the Estate inclusive of the green areas (meadows), streets, pavements, play parks, gate complexes, traffic circles, farming areas and conservation areas
Days	Business days, i.e excluding weekends and public holidays
Member	A homeowner in the Estate by virtue of which he/she became a member of the SHOA.
Resident	A resident refers to every individual permanently residing in the Estate, either by virtue of being a member, a tenant or part of the household of a member or a tenant.
Tenant	A person and his household members who occupies a property rented from a member, irrespective whether actual rent is payable.
Residential property	The residential property of a specific owner and any improvements thereon. Reference to “residential properties” will mean all the residential properties in the Estate.
The Board	The Board of Directors of the Southdowns Homeowners Association NPC
The Building Standards	The Southdowns Building Design Guidelines and Standards
The Code of Conduct	The Southdowns Homeowners Association NPC Code Of Conduct
The Estate	The Southdowns Residential Estate
The Estate Rules	<ul style="list-style-type: none">• The Memorandum of Incorporation of the Southdowns Homeowners Association NPC• The Southdowns Homeowners Association NPC Code of

	<p>Conduct.</p> <ul style="list-style-type: none"> • The Southdowns Building Design Guidelines and Standards, inclusive of the Environmental Management Plan and Ecological Management Plan in respect of the Estate; • The Building Contractors Code of Conduct and Cooperation agreement; •
the SHOA	The Southdowns Homeowners Association NPC.
The Building Contractors Code of Conduct	The Building Contractors Code of Conduct and Cooperation agreement
The GM	The General Manager of the Estate
The Building Standards	<ul style="list-style-type: none"> • The Southdowns Building Design Guidelines and Standards, inclusive of the Environmental Management Plan and Ecological Management Plan in respect of the Estate;
The MOI	The Memorandum of Incorporation of the SHOA
The Tenant Agreement	The Tenant Checklist and Agreement
The SBC	The Southdowns Building Committee
The Penalty Schedule	The Penalty Schedule with reference to the Estate Rules, as updated from time to time

INTRODUCTION

1. The vision of the SHOA is:

“To be the premier residential Estate in Gauteng offering a unique lifestyle in an environmentally sustainable manner.”

2. The Code of Conduct have been developed to give effect to the vision and sustain the main objectives and business of the SHOA as set out in its MOI.
3. There are several documents which must be read in conjunction with the Code:
 - 3.1. The MOI of the HOA;
 - 3.2. The Building Standards;
 - 3.3. The Building Contractors Code of Conduct;
 - 3.4. The Penalty Schedule; and

- 3.5. the Tenant Checklist and Agreement (“the Tenant Agreement”).
4. These documents encompass the terms and conditions of the contractual relationship between the SHOA and its members and tenants (the Residents in the Estate). All these documents are available on the website of the Estate (www.Southdownsestate.co.za)
5. For the safety of all Residents, the Estate has strict security protocols that must be adhered to at all times by residents and their visitors.

WHO ARE BOUND BY THE CODE OF CONDUCT

6. This Code of Conduct is a legal consequence of the Deed of Sale by virtue of which every member of the SHOA acquires land in the Southdowns Residential Estate, the terms and provisions of the Conditions of Establishment of the Extensions constituting Southdowns Residential Estate, being Irene Extension 52 to Irene Extension 211, and any additional extensions that may be included in the future.
7. All Residents are contractually bound by the Code of Conduct and are responsible for ensuring that all their visitors comply with the Code of Conduct.
8. the Code of Conduct is specifically made applicable to all tenants in the Estate by virtue of the Tenant Checklist and Agreement (“the Tenant Agreement”).

PART 1: CONDUCT RULES OF THE ESTATE

ADHERENCE TO LEGISLATION AND SUBORDINATE LEGISLATION AND TITLE DEED

9. A Resident shall not contravene any law or subordinate legislation (including City of Tshwane by-laws and regulations applicable to his/her residential property or the common areas.
10. A Resident shall not use his residential stand in contravention of the conditions of title of the residential property, the town planning scheme, or for any purpose for which it is not intended.

RESIDENTS’ CORRECT DETAILS AT THE OFFICE OF THE SHOA

11. It is the obligation of a Resident to ensure that all relevant information held by the SHOA of the Resident is updated and correct. If any details of a Resident change the Resident is required to bring it to the attention of the SHOA within 15 working days of such change.
12. Relevant information includes but is not limited to:
- 12.1. Name, surname, company name, corporate name, trust name, and identity number(s) registration number(s), trust number(s) of the registered owner of the residential property;

and

13. Contact details, including residential and work addresses, and email addresses of Residents and directors or trustees where applicable.
14. All such information will be dealt with in compliance with the Protection of Personal Information Act, 4 of 2013.
15. The stand number and physical address at which a residential stand is situated, shall be deemed to be the chosen *domiciliuim citandi et excutandi* of the member concerned, or in the instance of a tenant, the property rented by the tenant, in the event that a different *domiciliuim citandi et excutandi*, was not chosen.

RULES RELATING TO DELIVERIES AND DELIVERY VEHICLES

16. Deliveries are only allowed between the hours of:

- 16.1. Mondays to Fridays: 7:00 to 17:30, and

- 16.2. Saturdays: 7:00 to 14:00 and

- 16.3. Sundays and public holidays: no deliveries permitted:

and no member of a delivery team will be allowed access to the Estate without a valid identity document, driver's license or passport, and in the case of non-South African citizens, a work permit.

17. The following vehicles:

- 17.1. will not be permitted to enter the Estate:

- 17.1.1. articulated vehicles (horse & trailer);

- 17.1.2. vehicles of which the maximum weight exceeds 20 metric ton.

- 17.2. will not be permitted to enter the Estate through gate 1:

- 17.2.1. A vehicle rated at a loading weight of more than 1.3 metric ton; and

- 17.2.2. A delivery vehicle with more than two occupants.

UTILISATION OF RESIDENTIAL PROPERTIES

18. Residents shall not use their residential properties or any part of the common areas in such a way that it injures the reputation of the Estate.

19. A Residents shall not use their residential property or the common areas in such a manner that it causes a nuisance to - or interfere with the rights of other residents. Without limiting the generality of the ambit of nuisance, excessive noise (set out in more detail under the heading “NOISE AND NUISANCE” below), excessive smoke, and foul odours or contamination of the air will be considered a nuisance to other residents. (This is not a complete list).

BUSINESS ACTIVITIES IN THE ESTATE

20. Business activities refers to all business activities, irrespective of the nature or extent, and irrespective of whether it is a satellite or branch office of a larger enterprise.
21. Residents must obtain prior written consent from the Board via the GM to conduct a business in the Estate. Such consent may be granted with conditions, in the sole discretion of the Board.
22. No business activity may be conducted in the Estate (whether on the residential properties or the common areas) that conflicts with any law or subordinate legislation, including the Tshwane Town Planning Regulations regarding residential erven.
23. It is recorded that the Board will not consider any application for a bed and breakfast facility, a guesthouse, an Air-B&B or part time rental or for paid guest accommodation, a hotel or any tourist fulltime business establishment or the operation of a residential commercial lodge.

APPLICATION FOR A BUSINESS IN THE ESTATE

24. Without binding the Board in any manner, it is recorded that amongst others the Board may consider the following criteria in considering an application, namely:
- 24.1. whether the business is likely to cause an undue increase in traffic in the Estate;
 - 24.2. Whether the business will generate undue noise;
 - 24.3. Whether the business will have an adverse effect on neighbouring properties;
 - 24.4. Whether the business will compromise security or increase the risk of criminal activity;
 - 24.5. Whether the business will be beneficial to the Estate as whole;
 - 24.6. Whether the business will require additional construction work to be carried out on the property and what the effect of this will be on neighbours;
 - 24.7. Any objections from neighbouring properties;
 - 24.8. Such other factors as the Board may consider relevant;

CONDITIONS FOR A BUSINESS IN THE ESTATE

25. The following conditions will always apply to any business in the Estate:

- 25.1. All applicable laws and subordinate legislation, including health and safety legislation must be complied with.
 - 25.2. Only Residents may operate a business in the Estate – and only from the residential property occupied by themselves.
 - 25.3. A maximum of 30% of the Gross Floor Area of the residential property may be used for the purpose of the business, on condition that it shall not exceed 60 m².
 - 25.4. No signs are allowed on the premises or street front.
 - 25.5. All materials and products required for the business must be stored indoors.
 - 25.6. No business activities shall take place on weekdays after 17:30, or on Saturdays, Sundays or public holidays;
 - 25.7. Every other provision of this Code of Conduct must be observed, including (but not limited to) the provisions relating to deliveries, noise, disturbance, etc.
26. Re-application by the same resident to conduct the same or a similar business in the Estate will only be entertained if material additional information is submitted or circumstances have changed materially.
27. As the Estate is a residential estate, members that are given written approval for the use of a residential property for any other purpose than residential, the Resident may become liable for increased monthly levies to compensate for increased traffic, increased access control administration, increased security requirements etc.

NOISE AND NUISANCE

28. No Resident may engage in any activity that causes unreasonable noise or constitute a nuisance to other residents.
29. Without limiting the generality of the foregoing, it is specifically stipulated that:
- 29.1. Music (irrespective of the source) must be restricted to an acceptable volume level and must not constitute an unreasonable noise or a nuisance to other residents.
 - 29.2. The provisions of the bylaws of the City of Tshwane and relating to noise and nuisance are specifically incorporated into the Estate Rules.
 - 29.3. No music may be audible outside the residence of a Resident on any neighbouring property or in the common areas between the following times:

- 29.3.1. on Sundays to Thursdays between 21:00 -09:00 and
- 29.3.2. on Fridays to Saturdays between 22:00 -09:00.
- 29.4. Power tools, lawn mowers, and machines that generate excessive noise may only be used between the following hours:
 - 29.4.1. Mondays to Fridays: 07h00 -18h00; and
 - 29.4.2. Saturdays: 08h00 -14h00.
 - 29.4.3. Power tools, lawn mowers, and machines that generate excessive noise may not be used on Sundays.
- 29.5. Given the risk of power failures, and to assist Residents, it is recorded that generators may be operated, except for between 23:00 and 05:00.
- 29.6. A residential silencer must be fitted to all generators. If a generator is placed external to the building, the generator must be housed in an aesthetically acceptable acoustic enclosure to reduce the noise level to 75dBA.
- 29.7. The placement of the generator must be of such a nature that it does not create an unsightly image or inconvenience to your neighbours. It must be visibly screened and indicated on plans approved by the SBC.

ABUSIVE OR IMPROPER BEHAVIOUR TOWARD THE SHOA AND SECURITY PERSONNEL

- 30. No Resident may physically, verbally or emotionally abuse any staff member of the SHOA or any service provider appointed by the SHOA, or act improperly, disrespectful or discourteous towards such staff members.

USING THE ROADS IN THE ESTATE

- 31. The internal streets and internal road network of the Estate are owned and managed by the SHOA.
- 32. The roads inside the Estate are intended for vehicular, cycle and pedestrian traffic by all residents.
- 33. Pedestrians, bicycles and farm animals have right of way in respect of motor vehicles (which include motorcycles or other motorised transport) in the use of the roads in the Estate. (Farm animals of the Irene Dairy Farm may cross internal roads from time to time.)
- 34. Cyclists need to adhere to the rules of the road.

- 35. Parents must ensure that their children do not play in the internal streets.
- 36. All road users must take special care whilst driving in the Estate and take heed of the high likelihood of the presence of pedestrians, children, pets and farm animals.
- 37. Only Estate and farm vehicles are permitted to drive in the farm- and conservation areas. Farm vehicles shall be allowed on the internal streets to fulfil their normal farming functions.
- 38. All vehicles including golf carts driven on the internal streets of the Estate must be under the control and operated by a driver or operator who is licensed to operate and control the particular vehicle.
- 39. The use of off-road vehicles, off-road motorbikes, quad bikes and go-carts and any other non-roadworthy powered vehicles, is not permitted within the Estate (except for golf carts and battery-operated scooters).

ADDITIONAL PROVISIONS RELATING TO GOLF CARTS

- 40. Over and above the general provisions set out above for road users in the Estate, the following provisions apply to golf carts:
 - 40.1. Golf carts are permitted to drive on any of the internal streets in the Estate and pathways through the meadows in those areas that provide access to golf carts. Golf carts are not permitted to drive on pathways that are marked with a “No Access” sign.
 - 40.2. All golf carts must be registered with the SHOA, and the stand number of the owner of the golf cart must be displayed in a suitably prominent location on the golf cart as directed by the SHOA. The stand number sticker will be supplied to the Golf cart owner by the SHOA upon registration.

PARKING

- 41. Parking is only allowed in areas indicated and demarcated for parking.
- 42. Subject to the clause below parking on sidewalks is not permitted.
- 43. Residents or their visitors are permitted to park on the sidewalk in front of the property of the particular Resident – at the discretion of the particular Resident. No Resident or any of their visitors or service providers may park on a sidewalk in front of the stand of another Resident or any common area.

STREETSCAPE

- 44. Residents should note that streetscapes are dealt with extensively in the Building Design Standards.

45. Residents are obliged to maintain (trim, paint, and keep clean and neat) the area between the street kerb and the boundary of the residential property of the Residents- inclusive of garden fences, walls and outbuildings forming part of the streetscape in an aesthetically pleasing manner.
46. Should a member fail to maintain the sidewalk in front of his/her property, a written demand will be served on the Resident to rectify the situation.
47. If the Resident does not rectify the situation within ten working days after receipt of such written demand, the HOA may carry out the required work set out in the written notice on the Resident's behalf. The fair and reasonable costs and expenses of such work done will be debited to the resident's levy account and will be due and payable immediately.
48. The sidewalks are reserved for trees planted by the HOA, traffic signs, streetlights, pedestrian pathways and bulk Township Essential Services infrastructure.
49. No trees, vegetation, hardscapes or signboards may be removed from any sidewalk without the permission of the SHOA.
50. The SHOA may allow at its sole discretion the planting of trees, shrubs or vegetation and hardscaping on pavements. Requests for the placement of such items will be considered on written application to the GM, inclusive of a basic plan to indicate its location.
51. Such trees, shrubs or vegetation and hardscaping may not interfere with pedestrian traffic, obscure the vision of motorists or interfere with sewer, storm water, gas, electricity or water lines.
52. Subject to the clause below, dustbins, caravans, trailers, boats, wendy houses, tool sheds, equipment, tools, washing lines, engine and vehicle parts, accommodation for pets and similar items are to be parked or placed substantially out of street- and neighbouring properties' view.
53. The previous clause must be interpreted with due regard to its practical implications for the Residents. As an example, it is accepted that Residents may wish to put out their dustbins the night before waste removal and may only be able to remove their dustbins upon returning from work. By the same token Residents may wish to clean caravans/trailers upon returning from a holiday before storing the vehicle.
54. Building material, building rubble, topsoil, garden refuse, rocks and similar items may not be stored or dumped on the sidewalks or other open spaces. If this rule is breached by a Resident, his/her household, visitors, service providers or contractors, the maximum penalty allowed in terms of the Penalty Schedule will be levied against the Resident. In addition, the SHOA may remove the rubble and recover the costs of such removal from the responsible Resident.
55. Damage to streets, pavements, traffic signs, lampposts and the like will be repaired at the cost of the party causing it, or such party's guardian if the party is a minor, or the Resident who granted the party access to the Estate if the party causing the damage is a visitor, contractor or bona fide

occupant.

56. Damage to streets, pavements, traffic signs, lampposts and the like must be reported to the Estate Manager as soon as possible by any party causing it or any other party witnessing it.

ENVIRONMENTAL MANAGEMENT

57. Residents should note that environmental management is also dealt with in the Building Design Standards.
58. Flora may not be damaged or removed from any common area within the Estate.
59. Fauna of any kind may not be hunted, chased, trapped or disturbed in the common areas.
60. Residents must ensure that their domestic animals do not hunt, chase or disturb fauna in the common areas.
61. Any fauna that needs to be removed, will be caught or trapped by a qualified service provider or a qualified person.
62. Residents are obliged to maintain their gardens in a neat, clean and weed-free condition.
63. Residents must ensure that declared noxious flora do not grow in their gardens, and must be removed by the Resident upon written request by the SHOA.
64. Swimming pool wastewater must be channelled directly into the storm water system (to the satisfaction of the SHOA) and the City of Tshwane. Swimming pool wastewater may not be channelled into the sewer reticulation system servicing the Estate.
65. Vacant stands must be kept clean and tidy to the satisfaction of the SHOA.
66. Residents should maintain a high standard of garden frontage and kerbside maintenance.

GOOD NEIGHBOURLINESS

67. Residents are encouraged to promote good neighbourliness by engaging where possible with other residents in a non-confrontational manner. As such the rules on good neighbourliness are also there to guide self-regulation by the community.
68. Depending on the severity of the transgression, the GM may decide to intervene and mediate only after it can be shown that an effort was made by the complainant to address issues of annoyance or breach directly with the offending party. As such the rules on good neighbourliness are also there to guide self-regulation by the community.

WASHING

69. Washing may only be hung on washing lines effectively screened from the street view and from

neighbouring properties' view. It is specifically prohibited to hang washing from windows and balconies.

MAINTENANCE OF VEHICLES

70. The maintenance and repair of any vehicles of any description must be conducted either in the garage space of a property or out of street view. Such maintenance shall not cause noise disturbance or nuisance to other Residents.

REFUSE

71. Residents are referred to the provisions in clauses 54 and 53 as they are relevant to dustbins.

72. Refuse bins must be placed in prescribed refuse bins and such bins must be placed in front of the residential properties on the sidewalk (in the instance of full title- stands) or demarcated areas (in the instance of sectional title stands), for removal according to the refuse removal schedule.

73. Residents are required to make use of the recycling services that is managed by the SHOA.

74. No rubble or refuse of any kind may be dumped in any public area, including parks, pastures, streets and sidewalks.

75. No rubble or refuse, whether domestic or garden, may be burnt within the Estate.

76. Written permission will first be obtained from the SHOA before the introduction of any skips to a stand within the Estate. The SHOA may allow the utilisation of a skip by a Resident on such terms and conditions as the SHOA Office may in its sole discretion decide.

FIREWORKS AND FIREARMS

77. No fireworks may be set off in the Estate.

78. No firearm may be discharged in the Estate.

79. No weapons, including but not limited to firearms, bows, crossbows, air guns, BB guns, paintball guns and airsoft guns may be displayed, operated or discharged on the common property.

TRAFFIC RULES AND SPEEDING

80. The Speed restriction in the estate is a maximum of 40 km/h for all vehicles.

81. The Road Traffic Act and all other legislation and subordinate legislation shall apply to the roads in the Estate as if they were public roads.

82. The SHOA, via its GM or officials and/or independent service providers may monitor speeding and other transgressions (e.g. reckless driving, lack of consideration for other road users, and failing to

comply with road traffic signs) in the Estate with reference to all residents, visitors, family, employees or contractors, by using speed monitoring devices as approved by the Board.

SECURITY

83. Security personnel shall be supported in the carrying out of their security functions and protocols.
84. Security rules and protocols shall be adhered to.
85. No person other than security personnel, directors or authorised personnel is allowed into the gatehouses or security offices.
86. Any identity card and /or access control system to be introduced by the SHOA (which may change from time to time) for permanent workers, temporary workers and contractors must be supported and complied with by every Resident regarding the people in his/her employ or contracted to him.
87. No visitor, contractor and / or employee may enter the Estate without being issued with the requisite authorization.
88. Subject to the clause below, a maximum of 10 (ten) persons per stand are allowed to be registered on the access control system.
89. A Resident may motivate in writing the reason(s) if he / she requires more than 10 (ten) people to be registered on the access control system. The motivation will be considered, and additional registrations may be approved at the discretion of the SHOA. The SHOA may recover access costs per use for additional registrations.
90. The SHOA reserves the right to charge a once-off registration fee to the contractor of a new building site to offset the cost incurred by the SHOA to register and grant access to the contractor and employees.
91. Transference of pre-booked codes and access cards from the person it was issued to, to another person is not permitted.
92. Residents are obliged to ensure that contractors in their employ adhere specifically to the Building Code and security protocols.
93. All security related incidents shall be reported immediately to the control room and/or the GM.
94. Only the chairperson, security director or GM may authorize a deviation from the security policies, procedures and protocols.
95. Residents are not permitted to utilise the services of external armed reaction units, i.e. armed reaction units not engaged by the Estate.

96. No electric fences may be erected at the stands owned by Residents within the Estate boundary.
97. Residents of properties bordering on the Estate boundary are obliged to ensure that an area of at least 1,5 metres is available on the inside of the Estate boundary to enable the SHOA or its Security Service Providers to have access to and / or inspect and / or carrying out repairs to or replace electric fences. The Residents shall keep that area clear of obstructions, including tree branches, shrubs and plants or any objects that will jeopardise the security, repairs or replacement of the electric fence.
98. Each residential stand situated on any boundary of the Estate are subject to the SHOA's right to have the boundary wall and / or fence of the Estate erected on the erf.
99. The erection of any boundary wall and / or fence by the SHOA will be done in a manner that ensures the minimum encroachment onto the residential stand, but the specification and dimensions of the wall or fence are in the discretion of the SHOA, provided the height and width thereof are reasonable, bearing in mind the security purpose thereof.
100. The SHOA is entitled at all times to enter upon the relevant residential stand on which the security walls or fences are erected to inspect, maintain, repair or replace such wall or fence.
101. Residents shall advise their visitors, employees, contractors and minors of the dangers pertaining to such perimeter electric fences.
102. No Resident may issue instructions or countermand the standing instructions issued to security personnel.
103. No Resident is allowed to have a night watchman on his/her premises.
104. Residents shall comply with the Security Protocols and other directives as published from time to time relating to security issues, monitoring and supervision of staff, safety precautions (including with respect to children, pets and vehicles, etc), fire prevention and control.
105. Residents or their visitors, contractors, employees shall abstain from making any false alarm.
106. Deliberate obstruction of access or egress to and from the Estate is strictly prohibited.
107. Entering the Estate by means of tailgating (i.e. proceeding through the gate when activated by the car in front of you) is prohibited.
108. When any security gate / boom is already in motion, individuals must wait for the gate / boom cycle to complete before activating their remote to avoid damage to the gate motor / boom. Residents will be held liable for damages resulting from not adhering to this rule.

VISITORS

109. All visitors, contractors, employees, delivery vehicles (people not registered on the access control system) will be requested to produce a valid ID document or valid passport or work permit or RSA driver's licence upon arrival, failing which such person will be refused entry.
110. Visitors must comply with the instructions of the security personnel and security protocols when entering the Estate and whilst in the Estate.

PROSPECTIVE BUYERS AND TENANTS

111. Prospective viewers or purchasers of properties within the Estate will only be allowed entry into the Estate if accompanied by a registered agent or if access is granted by the Resident.

MULTI PASSENGER VEHICLES

112. Multi passenger public transport vehicles (including minibus taxis, excluding metered taxis and other uber type transport designed for transporting one or only a few persons) may not enter the Estate.

DOMESTIC EMPLOYEES, THEIR SPOUSES AND GARDENERS

113. Permanent domestic employees and their spouses and gardeners will be registered on the access control system of the SHOA and issued with identification devices.
114. All permanent employees, their spouses and gardeners must be registered with the Security Service Provider of the SHOA and processed on the access control system of the SHOA before being allowed entrance to the Estate.
115. Temporary domestic employees and temporary gardeners must follow current security protocols in conjunction with the Resident concerned to gain access to the Estate.

PUBLIC OR PRIVATE FUNCTIONS

116. No Resident will be allowed to host any public event or private function without the prior written consent of the SHOA, which shall not be withheld unreasonably.
117. Residents who intend to host any private event with more than 30 attendees, must notify the GM in writing of their intention to do so not less than 5 business days prior to the date of the event. The GM will consider the request and inform the Resident in writing of his / her decision as soon as possible.
118. The SHOA shall be entitled to, in its sole and absolute discretion, when considering a request for a function as referred to above, appoint additional security guards and/or cleaning staff for purposes of the said private function and the costs thereof to be levied to the Resident.

119. The Resident must, in its application, specifically point out if it intends to employ any private armed security service provider for the function.

120. No functions are permitted in the common areas, except for small functions in the parks of the Estate, subject to the prior approval of the SHOA.¹ It is recorded that the parks do not have ablution facilities.

121. No marque tents will be allowed in the parks.

DOMESTIC PETS

122. The undermentioned provisions relating to pets should be read and understood in conjunction with the vision pertaining to eco diversity.

123. In the Estate, pets must be properly controlled to ensure that they are not:

- 1.1. a nuisance to other residents;
- 1.2. a threat to other residents; or
- 1.3. negatively impact on the eco-diversity of the estate.

124. The bylaws of the City of Tshwane relating to pets are applicable in the Estate.

125. No person may keep more than two dogs and two cats at a residential property.²

126. No poultry, pigeons, aviaries, wild animals or livestock may be kept on the Estate without the written approval of the SHOA.

127. Dogs are not allowed to roam the streets or to enter the pastures and livestock migration routes on the Estate. Dogs must be on a leash when outside the owners' residential property and be kept under control at all times.

128. Should a pet deposit any excrement in a common area, the owner or the person in control of the pet shall immediately remove it.

129. Every domestic pet must be chipped or wear a collar with a tag indicating the name, telephone number and address of its owner.

130. The SHOA reserves the right to demand that a pet be removed if it constitutes a danger or a nuisance within the Estate³. The SHOA have unrestricted discretion in this regard but will not

¹ As an example, small functions refer to a children's birthday party or an adult picnic that does not require extensive facilities.

² This is in line with the City of Tshwane bylaws.

³ Excessive barking is an example of a pet nuisance.

exercise the said right without first having directed a written notice to the owner furnishing details of the complaint and/or of the complainant and affording the owner a reasonable opportunity to find a solution to or eliminate the cause of the complaint.

EXTERNAL GATES

131. Residents living on properties adjacent to the pasture may not install a gate or any other form of private access to the pasture without prior written consent of the SHOA.

CONDITIONS TO BE INCORPORATED IN SALES AGREEMENTS AND TITLE DEEDS

132. The following provisions must be contained in the sale agreement in terms of which members sell their properties within the Estate and to the extent necessary, the SHOA reserve the right to have the provisions incorporated in the title deeds of all members whose title deeds do not contain them:

Southdowns Homeowners' Association NPC

The purchaser acknowledges that upon registration of the property into his name, he automatically becomes a member of The Southdowns Homeowners Association NPC ("the Homeowners' Association") and thereby the purchaser subjects himself to the provisions of the Memorandum of Incorporation and the Code of Conduct of the Homeowners' Association.

The provisions of the Memorandum of Incorporation and the Code of Conduct of the Homeowners' Association become applicable on the date of transfer of the property to the purchaser.

Conditions of Title

The seller shall be entitled to procure that, in addition to all other conditions of title, the following conditions of title be inserted in the title deed, in terms of which the purchaser takes title to the property:

Every owner of the erf who has any interest therein or any unit thereon, (as defined in the Sectional Titles Act) shall upon registration of the property in his name, become a member of the Homeowners' Association and be subject to its Memorandum of Incorporation until he ceases to be a registered owner, provided that the Homeowners' Association's Code of Conduct shall become binding upon the purchaser on the earlier of the date on which he occupies the property or the date on which it is registered in his name. Neither the erf nor any subdivision thereof or any interest therein nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of the Homeowners' Association to become a member of the Homeowners' Association on registration of transfer of the property in his name.

A member shall not be entitled to transfer any erf or any subdivision thereof or any interest therein or any unit in a sectional title scheme, without a clearance certificate from the Homeowners'

Association that the provisions of the Memorandum of Incorporation of the Homeowners' Association to the effect that the seller is in compliance with all the provisions of the Memorandum of Incorporation and the Estate Rules.

The purchaser undertakes to commence with the erection of buildings on the property within 18 (eighteen) months of the date of first transfer of the property from the developer to the first purchaser.

Construction shall be completed within 12 (twelve) months of the date of transfer of the property into the name of the purchaser or within such extended period as the Homeowners' Association at its sole discretion may allow in writing.

Penalty levies

The Homeowners' Association may levy a monthly penalty levy equal to two times the monthly Homeowners' Association levy in the event of construction not commencing within the 18 (eighteen) months as set out above. The Homeowners' Association may levy a monthly penalty levy equal to two times the monthly Homeowners' Association levy in the event of construction not finalised within 12 (twelve) months as set out above.

For purposes of this clause, it is agreed that the buildings to be erected shall comply with the definition of a dwelling house below in this clause and it is recorded that the definition places a minimum size on the dwelling house to be erected on the property. Furthermore, the dwelling house to be erected on the property will only be deemed to be completed once a certificate of occupation in respect thereof is issued by the City of Tshwane Local Authority. For purposes of this clause a "dwelling house" shall measure not less than 140 square metres (excluding outbuildings and garages) (as calculated for bulk purposes in the relevant town planning scheme) and it shall consist of not less than one kitchen, one bathroom/toilet, one dining room/lounge and two bedrooms.

For purposes of the abovementioned clauses the term "Homeowners' Association" it is a reference to the non-profit Company registered in terms of the Companies Act, Act 71 of 2008 to operate as a home owners association in respect of the Irene Extensions 52, 147 to 211 Townships.

In the event of the Registrar of Deeds requiring the amendment of any of the above conditions in any manner in order to effect registration of same, the purchaser hereby agrees to such amendment.

LEVIES

133. Any amount due and payable by a member to the SHOA in the form of a monthly levy, special levy, penalty or interest shall be a debt due by him to the SHOA.

134. No levy paid by a member shall under any circumstances be repayable by the SHOA upon the

member ceasing to be a member.

135. A member's successor in title to a residential property shall become liable upon the date upon which he becomes a member (pursuant to the transfer of the property into his/her name), to pay the levies attributable to that erf.
136. No member shall be entitled to transfer his erf to any purchaser until the SHOA have certified in writing that the seller member has as at the date of transfer paid all amounts due and owing by the member to the SHOA.
137. The monthly amount levied by the SHOA will be sufficient to cover the total operating costs of the SHOA which will include, but not be limited to, the cost of and pertaining to:
- 137.1. Electricity / gas and water consumed in respect of common property areas;
 - 137.2. The provision of security services and the operation of the security fences, wall and entrances;
 - 137.3. Maintenance; reparation and replacement of and payment of rates and taxes in respect of property belonging to the SHOA, such as the erven on which the entrance/s are situated and the improvements on them;
 - 137.4. Maintenance; reparation and replacement of the security walls / fences and the employment of security personnel;
 - 137.5. Social membership fees of the Irene Country Club;
 - 137.6. Any rates and taxes and other expenses payable in respect of the pasture erven defined below;
 - 137.7. The cost of maintaining the engineering and other services in the Estate;
 - 137.8. And for such other purposes as the Memorandum of Incorporation of the SHOA may prescribe.
138. In addition to levies the SHOA recovers, from the members, charges levied for, *inter alia* water, electricity and gas on behalf of the various service providers and these charges form part of the member's indebtedness to the SHOA.
139. Whilst a Resident is in arrears with any amount due and payable to the SHOA, such Resident shall not be entitled:
- 139.1. to attend or to vote at any meeting of members of the SHOA;
 - 139.2. be a director of the SHOA; or

- 139.3. make use any amenity or facility established in the Estate.
140. All levies and other related amounts due and payable by members to the SHOA shall bear interest from the date upon which the amounts became due to the SHOA until the date upon which it is paid (both days inclusive) at a rate equal to 2% (two per centum) more than the publicly quoted prime interest rate
141. In the event of a dispute concerning the publicly quoted prime interest rate it will be proved by a certificate given by the Managing Agent of the SHOA and it will not be necessary to prove the appointment of the said person to the said office.
142. Any amount levied by the SHOA on members is a debt due to the SHOA and payment may not be withheld for any reason whatsoever.
143. Levies are payable monthly in advance by not later than the first day of each calendar month or in such instalments as the HOA Directors may resolve upon.
144. A certificate signed by the GM will be *prima facie* proof of the amount indebted by the member concerned.

SALES AND LETTING OF PROPERTY WITHIN THE ESTATE

145. The owner must utilize the most recent sales and lease documentation available from the Estate Offices which incorporates all of the conditions applicable in respect of the Estate including but not limited to the incorporation of all title deed conditions, this Code of Conduct; the Building Design Standards; the provisions of the MOI; the Conditions of Establishment and the Environmental Management Plan.
146. A clearance certificate must be obtained from the SHOA at a cost determined by the SHOA (which amount may be adjusted from time to time at the discretion of the SHOA Directors) prior to any transfer and prior to occupancy by any lessee.
147. The SHOA may withhold the clearance certificate until all amounts due and payable to the SHOA in respect of the property or by the owner of the properties have been paid and until the SHOA has been furnished with a written acknowledgement by the purchaser or tenant that he has received and read and binds himself to these Rules and Regulations; the Building Design Guidelines and Standards; the provisions of the MOI of the SHOA; the Conditions of Establishment and the Environmental Management Plan.
148. A clearance certificate will certify that all conditions precedent in anticipation of the sale and transfer of a stand or the occupation by a tenant of a member's property have been met.

LEASE AGREEMENTS

149. Tenants, bona fide occupants or other occupants of properties in the Estate and their family, visitors and servants become bound by this Code of Conduct on occupation of the property and shall adhere to the Code of Conduct as contained in this document.

RULES RELATING TO CONTRACTORS' ACTIVITIES

150. Building activity in the Estate must be executed with the least possible disruption to Residents.

151. Residents are obliged to ensure that all contractors providing building services sign the Building Contractor's Code of Conduct. The signed original must be handed to the SHOA before work commences.

ADVERTISEMENT AND OTHER BOARDS

152. No advertisement boards will be allowed inside the Estate, on the perimeter wall of the Estate or at the entrance to the Estate.

153. No advertisement boards of Estate Agents will be allowed in the Estate, including in the street-front of or on properties for sale.

154. Name boards, including construction name boards placed outside of properties must first be approved by the Estate Manager. It is agreed that such boards shall be neat and conservative. The Estate Manager will have discretion with regard to the size and format of the board and also the material used.

HELICOPTERS AND DRONES

155. No Helicopter or any other aerial conveyance may be operated or landed in the Estate except in the case of a medical emergency.

156. The operating of drones within the perimeter of the Estate is prohibited unless operated with the express written permission of the SHOA.

PART 2 – COMPLIANCE, LIABILITY, ENFORCEMENT AND REVISION OF THE CODE OF CONDUCT

REVISION AND PUBLICATION OF CODE OF CONDUCT.

157. The Directors are empowered by the MOI to repeal, suspend, amend or add to ("the amendments") the Code of Conduct.

158. The Code of Conduct will be reviewed from time to time and will be made available in electronic

format and will be published on the official website of the SHOA. The amendments will be binding from the date of publication to the Residents.

159. The amendments must be ratified at the AGM or an SGM following the date of the amendments.

160. The amendments must be lodged in terms of Section 15 of the Companies Act, Act 71 of 2008 with the Companies and Intellectual Property Commission.

ASSOCIATION'S RIGHT TO CARRY OUT CERTAIN WORK ON BEHALF OF OWNER

161. Should a member fail to comply with any written request by the SHOA to carry out any necessary work or to have it done in compliance with the Estate Rules, the HOA will be entitled to carry out the necessary work and to claim payment and interest of its expenditure together with a management fee from the Resident concerned.

PROCESS FOR THE IMPOSITION OF PENALTIES AND RECONSIDERATION

162. The SHOA has the right to levy and to impose a system of penalties on any Resident who is in breach of any of the Estate Rules.

163. The SHOA is entitled to collect such penalty immediately as a debt due and payable to the SHOA. Such penalties are not suspended pending the outcome of any representations, reconsideration, arbitration or consideration by any Ombud.

164. The SHOA's right to impose penalties is without prejudice to any other right which the SHOA has in the event of a breach of the Estate Rules such as, but not limited to, the obtaining of an interdict or any other competent order by a Court of Law.

165. Summary penalties for non-compliance with the Code of Conduct are imposed by the GM, as delegated, and as per the Schedule of Penalties.

166. The Schedule of Penalties will be ratified annually by ordinary resolution by members at the Annual General Meeting of members of the SHOA.

167. A Resident may make written representations to the GM, within seven working days of being informed of the penalty, if the non-compliance is disputed, or for the reduction of any penalty so imposed. The GM must consider the representations and inform the Resident of the outcome.

168. If a Resident is not satisfied with the outcome of the consideration by the GM, such Resident may apply for a reconsideration of the penalty by the Board. A reconsideration application must be submitted to the GM within 15 working days from having been informed of the decision of the GM.

INFORMAL ARBITRATION

169. If a Resident is not satisfied with the outcome of the reconsideration by the Board, the Resident may apply for the dispute to be settled by way of an informal arbitration as envisaged in the MOI.

170. An arbitration **will only be conducted after the Resident has exhausted all the processes as set out above.**

DIRECTIVES BY THE SHOA

171. In **addition** to the penalties as set out above, the SHOA is empowered to enforce the Code of Conduct, Building Standards and the Building Contractors Code of Conduct by giving notice to the Resident in breach to:

171.1. remedy the breach (“a directive”); or

171.2. take or cause to be taken such steps as they may consider necessary to remedy the breach.

172. The SHOA may enter a member’s residential property to take appropriate steps to remedy a breach.

173. In addition, The SHOA may take such other action including Court proceedings as they may deem fit

174. The GM is empowered with the authority of the Directors to investigate any breach of the Code of Conduct and to enforce the relevant provisions of the Code of Conduct.

INTERPRETATION NOTES

175. The Board of Directors may from time-to-time issue interpretation notes in connection with any Estate Rule.

176. The interpretation notes shall provide direction as to the practical application of an Estate Rule and the Board of Directors may through their interpretation notes regulate, guide and clarify practical matters pertaining to the Estate Rules.

177. Interpretation notes may not be in conflict with any Estate Rule and the Board of Directors are not authorized to create further Codes of Conduct through their issuing of interpretation notes.

RESIDENTS’ LIABILITY FOR HIS/HER FAMILY, TENANTS AND VISITORS

178. A Resident is responsible for ensuring compliance with the Code of Conduct by his family, tenants, bona fide occupants, visitors, invitees, employees, contractors, sub-contractors, delivery persons and all other persons acquiring access to the Estate through or under the Owner.

179. Any contravention of the Code of Conduct by any person who gains access to the Estate under the

authorisation of the Resident, shall be deemed to be a contravention by that Resident.

180. The Resident shall be responsible for payment of penalties levied against such persons by the SHOA.

PUBLIC NOTIFICATION AND DISCLOSURE

181. Residents agree that:

182. All penalties may be published; and

183. the outcome of any dispute may be published by the SHOA on the Estate's Notice Board or any other internal communication platform.

DAMAGE TO OR DESTRUCTION OF SHOA PROPERTY

184. Any Resident who causes damage to, or destroys SHOA property, will be served by the Estate Manager with a written demand setting out the damage or destruction as well as the required period of time to affect the rectification; repair or re-instatement ("the repair").

185. If such damage is caused by a visitor, employee of a resident or contractor, the Resident who granted the person access to the Estate shall be liable for the reasonable repair costs and the additional fee referred to hereunder.

186. Failing adherence to the written demand, the SHOA will be entitled to attend to the repair and will debit the reasonable repair costs, together with an additional 10% (ten percent) administration fee calculated in respect of the repair costs against the resident's levy account.

INDEMNITY

187. Any individual, including, but not limited to, a Resident and / or a child or children in their care or the visitor, contractor, employee or tenant of a Resident that enter the Estate and make use of the streets, open space areas and sidewalks on the Estate or make use any of the facilities or amenities provided by the SHOA, does so entirely at their own risk and responsibility as well as that of the child or children in their care.

188. Every Resident waive any right he/she may obtain against the SHOA to claim any loss or damage suffered by virtue of damage to or loss of property or personal injury or death of the member or resident or his/her family or invitees or contractors occasioned while anywhere on the Estate.

189. Neither the SHOA, nor its directors, officers, staff, members, employees, contractors, agents, or any of its service providers, shall be liable for any injury, death, accident, loss or any damages arising from any cause whatsoever, including but not limited to the negligence of the aforementioned persons, sustained by any person and / or child, whether accompanied by an adult or not, whilst on the Estate or making use of the streets, open spaces areas or sidewalks and

/ or while making use any of the facilities or amenities provided.

190. Whilst every effort is made to monitor, secure and keep safe the Estate, the streets, open spaces areas, sidewalks as well as all facilities and amenities provided by the SHOA, its directors, officers, staff, members, employees, agents, or any of its service providers shall not be deemed to have warranted the safety of the facilities or the safety of any person, child or property, every member or resident indemnifies the SHOA and hold it harmless against any claim made by the member's or resident's spouse, child, parent, servant, guest, contractor, invitee or tenant.

191. This indemnity will extend to damage or injury caused by any domestic animals owned by any Resident.

NOTICES

192. Any written notice addressed to a Resident at the residential property owned or occupied by such resident will be deemed to have been received and its contents to have come to the addressee's notice if:

192.1. It is delivered at the property by hand to any person seemingly in occupation of the property and seemingly sixteen years of age or older; or

1.4. It is attached to or placed under or on what appears to be the main entrance door to the premises; or

1.5. It is transmitted by email to any email address, of which the owner may have advised the SHOA in writing.