

IZINGA ESTATE MANAGEMENT ASSOCIATION

REGISTRATION NO. 2009 / 02241 / 08

CONDUCT RULES & HANDBOOK



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IZEMA	OFFICE NUMBER	031 020 0712
EMAIL	ADMINISTRATOR	admin@izema.co.za
EMAIL	COMPLIANCE MANAGER	compliance@izema.co.za
IZEMA	MAHOGANY CONTROL ROOM	031 020 0715
	EMERGENCY	076 751 8173

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1. INTRODUCTION

- 1.1 Living on the Izinga Estate is being part of an inclusive community of families who share a secure and special lifestyle. The objective of the Conduct Rules is to protect and nurture this harmonious lifestyle for the community through a collectively accepted code by which all members may live together, without impacting on others' enjoyment, whilst enhancing the benefits for all members.
- 1.2 It is hoped that disputes never arise within the Estate – but in the event of any dispute amongst members, the parties involved should attempt as far as possible to settle the matter between/ amongst themselves – using these rules and guidelines as a tool for resolution. If, however, such problems cannot be resolved by the parties, it should then be brought to the notice of IZEMA via the General Manager, in writing.
- 1.3 The Directors of the Management Association (IZEMA), in terms of the MOI, are given the task of making and evolving rules for the Management, Control and Administration, in addition to enhancing the use and enjoyment, of the Estate as a whole and for the purpose of giving proper effect to the provisions of the IZEMA MOI and for any other purpose which they deem appropriate.
- 1.4 These rules have not been designed to be restrictive or punitive, but rather as a fair framework to safeguard and promote appropriate, sensible and considerate interactions amongst all.
- 1.5 IZEMA has the right to impose financial penalties on those members who fail to comply with the rules. Penalties, if imposed, shall be added to and deemed to be part of the levies due and payable by the members of IZEMA. Non-payment of penalties and/ or levies shall be deemed to be one and the same. Whilst it is hoped that it will never be necessary, the Directors may enforce the provisions of any rule, on behalf of IZEMA by application to the Courts.
- 1.6 IZEMA shall consider constructive suggestions for additions, omissions or amendments to the Conduct Rules as part of the process to improve and evolve rules. Such suggestions should be submitted in writing to IZEMA for consideration via the General Manager.
- 1.7 The Conduct Rules which are set out below are immediately binding on all members and supersede any previous versions. In addition, these rules are also applicable to all persons occupying any portion/ dwelling, members' families, tenants, invitees and/ or domestic staff.

1.8 The Rules as set out, and any additions thereto, shall apply to all Members/ Purchasers and/or tenants on the Estate. "Member" shall mean Co-Owner, Corporate Owner, Trustee, Lessee, Family member and Invitee.

1.9 Upon signing the Agreement of Sale or any Deed of Transfer and thereby becoming members of IZEMA, all Members are deemed to fully accept the terms and conditions of these rules as well as any properly promulgated amendment or additions made in relation thereto going forward.

1.10 In view of the above, Members should ensure that it is a condition of any lease of such Member's unit in the Development that the lessee shall be bound by the Association's MOI and Rules and that any breach of the MOI or Rules by the lessee shall be deemed to be a breach of the Agreement of Lease entitling the Member as lessor to such remedies as may be appropriate.

The Directors of the Association may amend these Rules, by way of resolution, provided that such amendments shall be communicated promptly to Members in writing.

2. **DEFINITIONS AND INTERPRETATIONS**

2.1 "Association" means the **IZINGA ESTATE MANAGEMENT ASSOCIATION NPC (IZEMA)**

2.2 "MOI" means the Associations' duly registered Memorandum of Incorporation.

2.3 "Design Code" means the Izinga Building Design Code which sets out the standards, conditions and specifications imposed by the Developer and the Association for building or improvements within the Development.

2.4 "Developer" means Tongaat Hulett Properties (Pty) Ltd (Reg No. 1981/012378/07).

2.5 "Land" means an immovable property situated in the Development and includes a sectional title unit in terms of the Sectional Titles Act No. 95 of 1986.

2.6 "Member" means a Member and Tongaat Hulett Developments (Pty) Ltd as the Developer but only during the Development Period.

2.7 "Property" means land, improvements, and exclusive use areas under the control of the Members.

2.8 “Development” means Izinga comprising Izinga Phases 1, 2, 3, 4, Izinga Park and any future developments and shall include any additional immovable property which the Developer may include as part of the Development as provided for in Article 27 of the Association’s Memorandum of Incorporation.

In these Rules, unless the context clearly indicates otherwise, any word herein contained and not herein defined, shall have the same meaning as that given to it in terms of the MOI.

Should there be any conflict between the provisions of these Rules and the provisions of the MOI, then the provisions of the MOI shall apply.

3. **IZINGA ESTATE MANGEMENT ASSOCIATION (IZEMA)**

3.1 IZEMA is established to give effect to the goals of IZEMA (as set out herein and in the MOI) and to ensure effective, efficient Estate Management.

3.2 IZEMA and its operation is established in terms of its Memorandum of Incorporation in terms of the Companies Act. The MOI is available for viewing at the IZEMA Office and copies may be made available to all Members.

4. **APPLICATION OF THESE RULES**

These Rules shall apply to all Members from the date of promulgation.

4.1 **Definition**

As from the date of promulgation of these Rules, they shall apply forthwith, and all Members shall be required to abide thereby.

4.2 **Conflict of Existing Practice with New Rules**

Any existing practice in conflict with the New Rules shall forthwith cease unless otherwise resolved as follows:

Where a specific conflict arises between a new rule and an existing practice of long standing, and a Member legitimately feels aggrieved thereby, the Board of IZEMA may be approached requesting (or the Board in its own right may decide) that consideration be given to allowing the partial or total relaxation of the new rule to permit the existing practice to remain or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the **Board’s discretion** and shall be binding on all parties.

4.3 **Contravention of Estate Rules by “Others”**

Any contravention of the Estate Rules by any person who gains access to the Estate under the authorisation of a member shall be deemed to be a contravention by the member.

The Management Association at its discretion shall hold the members accountable for any transgressions on the estate by Contractors, Sub-contractors or any Service Providers.

5. **USE OF DWELLINGS AND PROPERTIES**

- 5.1 The maximum number of persons permitted to occupy any dwelling within the Development shall be the number of bedrooms in such dwelling multiplied by two.
- 5.2 No person shall use any area within the Development in a manner that may unreasonably interfere with the use and enjoyment thereof by other persons or in such a way as to create a nuisance to any other person in the Development or to the detriment of the environment.
- 5.3 Clothing, linen and general washing shall be hung out to dry in such a manner so as not to be directly visible from the road, or walkways and must be in an area approved by the aesthetics committee in accordance with the Design Code.
- 5.4 No harmful or inflammable substances shall be kept on any Property other than in such quantities as may reasonably be required for domestic purposes.
- 5.5 No commercial advertising of any nature shall be allowed on or in front of any Property save for one “For Sale” or “To Let” sign which may be erected on the verge in front of a Property.
- 5.6 In compliance with the conditions as contained in the Title Deed relating to all Properties, a Member shall abide by the Building Design Code, Developers and Contractors’ Protocol, Environmental Management Plan, Landscaping Philosophy and Security Protocol, applicable from time to time.
- 5.7 Nothing may be placed on or attached to a dwelling or any other structure without the prior written approval of the Association. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. (This item applies to, but is in no way limited to, external air conditioning units, awnings, satellite dishes, etc. even when not directly attached to the building).
- 5.8 Trading is not permitted in the Development save for the use of a maximum of 10% (TEN PERCENT) of the gross lettable area (SAPOA definition) of the dwelling may be used as office space, provided that the prior written approval of the Association is obtained, which approval

is subject to the Local Authority's regulations being complied with (it being acknowledged that the Local Authority may refuse any such application or limit the office space to less than 10% (TEN PERCENT) of the gross lettable area of the dwelling).

- 5.9 No freestanding sheds are permitted save for the purposes of the builder when a Property is under construction.
- 5.10 Whilst fencing is discouraged in the Development, where additional fencing is required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the guidelines and no fencing may be installed until written approval of the Association has been obtained. Strict restrictions apply to height, position and type of fencing.
- 5.11 Plans for gazebo's must be approved prior to installation.
- 5.12 Free standing dolls houses, children's playhouses or jungle gyms in gardens require written permission from the Association prior to installation. Such items will only be allowed if it is in line with the style and amenity of the Development and will not negatively impact on neighbours.
- 5.13 Any external additions to your home, including adornments, ornamentation, substantial landscaping changes that affects the aesthetics of your home, must be approved by the association. This excludes any improvements approved at final DRC sign off.
- 5.14 Installation of a private surveillance system or CCTV system requires written permission from the Association. Members must contact the Association to enquire about the requirements prior to undertaking such installation. A sketch plan showing the proposed positions of the surveillance system and the impact this may have on the neighbouring homes, will be required by IZEMA prior to any consideration or approval.
- 5.15 No Satellite dish, radio aerials on poles may be erected on any property without:
 - 5.15.1 IZEMA written approval is obtained prior to installation.
 - 5.15.2 Poles must be painted to match colour of the home as authorised by the association.
 - 5.15.3 Must not be visible from the road
 - 5.15.4 Must be screened to the association requirements.
- 5.16 No Flag poles are permitted. Only flag poles for cultural matters may be erected on condition that they comply with the Design Code and are approved by the association prior to installation:
 - 5.16.1 Poles must be painted to match colour of the home
 - 5.16.2 Must not be visible from the road

5.16.3 Must be screened to the association requirements.

5.17 Generators are permitted.

5.17.1 Members must submit a formal application to install a generator to the IzEMA Design Review Committee. The application must include the following:

5.17.1.1 Dimensions of the generator to be installed.

5.17.1.2 Location of generator

5.17.1.3 Report from generator specialist confirming noise level output measured by decibel. (Not to exceed 50 dBA at 1.0m).

5.17.1.4 A certificate will be required confirming the noise level.

5.17.1.5 Only one diesel driven (single phase) generator of maximum 6KVA (26 Amps – 6000 wattage) per home will be permitted.

5.17.1.6 The generator should only operate during power failures.

5.17.1.7 The generator should be installed within the boundaries of the property on a raised plinth inside a ventilated, dry, non-habitable room or compartment (utility room) with a solid door, but without any windows and away from any gas bottles.

5.17.1.8 Not to be a nuisance/or cause disturbance to neighbours.

5.17.1.9 The installation, locality, technical and electrical specifications and fuel storage facilities must comply with all aspect of the Municipal Bylaws pertaining to generators.

PS: According to Municipal Bylaws, “disturbing noise means a noise level that exceeds the ambient sound level measured continuously at the same measuring point by 7 dBA or more”.

5.18 The use of any kind of shade cloth after the land is developed is prohibited.

5.19 The Association controls the style and colour of external awnings and authorization for its erection must be obtained prior to installation.

5.20 Any form of public auction or sale on any property within the Estate is prohibited (other than with the prior written permission of the Association).

6. UPKEEP AND MAINTENANCE OF PROPERTIES

- 6.1 All fences, driveways, structures and the exteriors of all buildings on Properties shall be maintained by the Member in a clean and tidy condition, be fittingly repaired, painted and properly kept.
- 6.2 Where in the opinion of the Association the condition of a dwelling is not up to the required standards of the Development, the Association shall give written notice to the Member to carry out the necessary improvements within a specified time.
- 6.3 Should the Member fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Member, which amount shall be deemed to be part of the levy due by the Member.
- 6.4 All gardens or undeveloped Land shall be maintained by the Member in a good and proper order and condition and shall not be used in any manner or for any purpose which is likely to impair the appearance or amenity of neighbouring Properties or the Estate in general.
- 6.5 Where in the opinion of the Association the condition of a garden is not up to the required standards of the Estate, the Association shall give written notice to the Member to carry out the necessary improvements within a specified time.
- 6.6 Should the Member fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Member, which amount shall be deemed to be part of the levy due by the Member.

7. PARTIES AND FUNCTIONS ON THE ESTATE

- 7.1 The Association requests that members who are hosting parties or functions of 15 and/or more guests, to notify the Association at least 48 hours prior to the function.
- 7.2 For functions of 30 (or more) guests, an additional guard shall be assigned to alleviate the strain on the estate security. The cost of the additional guard will be for the members account.
- 7.3 Permitted times for music/noise levels during the weekdays i.e. Sundays to Thursdays is until 21:30pm and on weekends (Fridays & Saturdays) until 23:30p.m.

These times are as per Municipal Bylaws. All sound levels must be lowered not to exceed the confines of your home and not cause a disturbance or nuisance to neighbouring homes.

8. **VIEWING DECK**

The IZEMA Viewing Deck facility is only for the use of residents of IZEMA and their invited guests. Private use of the facilities by non-residents is not permitted. No functions to be booked on **Sundays or Public Holidays**.

- 8.1 Exclusive use is only granted for the area under roof.
- 8.2 Flashing lights and PA Systems are NOT ALLOWED. We ask that consideration be given to residents residing near the Viewing Deck.
- 8.3 No music is permitted outside the Viewing Deck. Subtle music may be played indoors only and may not exceed 65 DB (decibels) at 30 meters from the outside.
- 8.4 No animals or reptiles, horses/ponies, Carousel swings and quad bikes allowed.
- 8.5 Children under 12 must always be accompanied by an adult.
- 8.6 All functions must be booked through the office at least **two weeks in advance**.
- 8.7 The responsibility of **cleaning up and removing of rubbish, etc. will lie with the resident who booked the Viewing Deck**.
- 8.8 Keys for the Viewing Deck can be collected from the Mahogany Control Room and must be returned immediately after the function.
- 8.9 The Viewing Deck will be open between the hours of 08:00 and 21:00.
- 8.10 Management will post a Security Guard at their discretion; the cost thereof will be for the resident's account.
- 8.11 All IZEMA residents have the right to use the Viewing Deck.
- 8.12 The Viewing Deck is for the benefit of the IZEMA community. No Weddings, Religious/Cultural meetings, Business Functions, Formal Functions, or meetings for gain (Tupperware sales, Sales Presentations etc.) will be approved.
- 8.13 No whole day bookings will be approved.

8.14 **A non-refundable deposit to secure your booking** is required together with the booking form. The deposit is to be made into the IZEMA account and the POP attached to the Booking Form.

8.15 The purpose of the Viewing Deck is to provide the Izinga Community with a facility for the following:

- 8.15.1 Social gatherings
- 8.15.2 Private functions
- 8.15.3 Small Community Meetings
- 8.15.4 Pilates / aerobics / yoga, etc
- 8.15.5 Reading / book clubs
- 8.15.6 Study classes
- 8.15.7 Homeowner Association functions

Bookings will be advertised outside the venue on a notice board indicating the times that it has been booked. If there is no exclusive booking the venue may be used by residents without booking for a short time only and subject to all the controls and conditions above. Without a booking the facility will have to be shared with other residents and may not exceed 20 people inside the venue.

Cognizance must be taken that the venue will be under CCTV surveillance and monitored in the IZEMA Control Room.

It needs to be noted that there is no dedicated parking and residents are encouraged to walk to the venue as like normal when attending functions in the Amphitheatre or park alongside the Public roads without causing an obstruction to residents driveways and other road users. The Estate Security will be vigilant in this regard.

9. **MINI SPORTS FIELD**

Please be aware the following interim rules are in place for use of the facility:

- The field will be open every day from 08:00 to 19:00.
- Be aware that Maintenance will take place Tuesday and Friday mornings every week. The field will not be available for use while the maintenance team is busy on the field.
- The use of spiked shoes on the field is strictly prohibited
- Due to the COVID 19 Pandemic the necessary precautions must be taken by all players to comply with Disaster Management Levels as promulgated
- The field is available on a first come first served basis

- No food is allowed on the field
- No spectators are allowed on the field
- Please adhere to all instructions given by Security when required
- Any damage to the facility structure and the net will be for the cost of the user
- No alcohol may be consumed on the Sports Field

The use of the Sports Facility is entirely at the user's risk. Please note there is a disclaimer Board at the facility.

- 9.1 Facilities are available for use by all members of IZEMA at their own risk.
- 9.2 Children under 12 years must always be accompanied by an adult.
- 9.3 Gates will be closed when not in use.
- 9.4 Excessive noise is prohibited. Music is not permitted (except for IZEMA Functions).
- 9.5 The Recreation Facility is not available for Private hire
- 9.6 Littering is a strictly prohibited offence that may attract penalties. Bins are provided
- 9.7 No motorised bikes are permitted.
- 9.8 Booking and/ or exclusive use fixtures shall not be permitted.

10. LEVIES

- 10.1 In terms of the provisions of Article 13 of the MOI, levies are payable by all Members.
- 10.2 Any levies not paid within 30 (THIRTY) days of due date shall bear interest at 3 % (THREE PERCENT) above the prime overdraft rate charged by The Standard Bank of Southern Africa Ltd from time to time. Such interest shall be applied to the full amount overdue from the due date to the date of payment, both dates inclusive.
- 10.3 Levy amounts may not be withheld or reduced or off-set against any real or perceived non-provision of services, or for any other reason whatsoever.
- 10.4 All new Members are required, at the time of purchase, in terms of Article 13 to pay a levy stabilization fund contribution applicable at the time. This capital fund is separate from the annual levy operating accounts and is, in terms of the MOI, to be utilised "for the purposes of meeting any extraordinary expenditure or expenditure of a capital nature".

11. VEHICLES

- 11.1 No Member shall operate any form of motorised transport upon any place within the Estate other than on a road or driveway.

- 11.2 No Member shall ride a skateboard, bicycle, unlicensed motorised vehicle or similar device on any road or footpath within the Development unless authorised to do so by the Association. Bicycles are allowed on the pathways. Golf carts driven by Security and Management are allowed on the pathways.
- 11.3 No vehicle shall be parked, stored, or left unattended within the Estate overnight, other than at a place properly set aside for such purpose. Parking on sidewalks and open grassed areas or in front of driveways to residences is prohibited.
- 11.4 The parking or storing of caravans, boats, trailers or suchlike on Properties shall be in such a manner so as not to be directly visible to the public or neighbours.
- 11.5 The Association may, with the consent of the relevant authority, impose a speed limit upon such roads or portions thereof as it may deem fit, either temporarily or permanently.
- 11.6 Pedestrians shall always have the right of way within the Estate and vehicles shall be brought to a stop whenever necessary to enable pedestrians to enjoy such rite of passage.
- 11.7 The Association may by means of appropriate signage, give directions as to the use of roads or any portion thereof, as it in its sole discretion may deem fit, provided that such signs shall, insofar as possible, be in accordance with signs used on public roads in the Province of KwaZulu-Natal. Such signs shall have the same meaning as those used on public roads in KwaZulu-Natal, and the failure by any person to obey same and give effect to such meaning shall constitute a contravention of these rules.
- 11.8 No person shall operate any vehicle within the Estate unless he is the holder of a valid current driver's license issued under the Provisions of the Road Traffic Act No. 29 of 1989.
- 11.9 Members, their tenants, agents, employees, contractors, invitees or any other persons authorised to be on the Estate by such Member will be bound by the Laws applicable from time to time in the Republic of South Africa including but not limited to the National Road Traffic Act (Act No. 93 of 1996) and/or any other Act, the enforcement of which is for the benefit of and in the interest of the Association, its Members and occupiers.
- 11.10 The driver of any vehicle entering the Estate shall:
- 11.10.1 not operate any vehicle while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.
- 11.10.2 not drive in such a manner to constitute a danger or a nuisance to any other person or property within the Development.

11.10.3 not sound hooters/horns unless there is an emergency/or to avoid an accident.

11.11 Heavy Vehicles (Code 10 and above) are not permitted to enter and /or park on the Estate after construction hours i.e. 17:00.

11.12 No Member may enter the estate or park any Heavy Commercial vehicle/s (code 10 and above) within the Estate after construction hours, other than if such a vehicle is used as the primary mode of transport by the Member.

12 **REFUSE REMOVAL**

12.1 The collection and removal of domestic and garden refuse is under the control of the Local Authority and is carried out at times and frequencies, and in a manner, determined by them.

12.2 All domestic refuse must be put in the black plastic bags supplied by the Local Authority and kept preferably in a bin (wheelie bins), purchased by the Member, in a suitable place within his Property and screened from the public and neighbour's view. On prescribed days and times, the wheelie bin/s / black bags must be placed by the member on the sidewalk outside the Property ready for collection. Wheelie bins / black bags may not be placed on the sidewalk on any other day. (Garden refuse may be put out with domestic refuse but in specially marked bags in accordance with the Local Authority's requirements).

12.3 Burning of garden (or other) refuse is not permitted in the Estate.

12.4 No animal carcass may be buried in the Estate.

12.5 Removal of refuse of such size or nature that it cannot be removed by the normal service, shall be for the responsibility and cost of the Member.

13. **FIREARMS**

13.1 No Member shall discharge any firearm, air gun or other lethal or dangerous weapon (including "catties") within the Estate other than in self-defence.

13.2 Any breach of this rule will result in the imposition of a fine as determined by the association.

14. **FIREWORKS**

14.1 The lighting of fireworks (and any similar noise/ light emitting devices) is NOT permitted. The ONLY EXCEPTION is during the festival of lights (Diwali) ONLY and on specific dates (as per

notification by the IZEMA Office) and during the specified times as approved by the Board in line with Metro bylaws and exemptions for Diwali celebrations.

- 14.2 Any breach of this rule will result in the imposition of a penalty as determined by the Association.

15. **NUISANCE**

- 15.1 No Member shall act in any way that may be reasonably construed as interfering with the use and enjoyment by other Members of their Properties or of the general amenities of the Development.

- 15.2 No Member shall use any area within the Estate in such a manner as will detrimentally affect the use and enjoyment of the amenities in the Estate by other Members.

16. **PENALTIES**

- 16.1 Insofar as the Articles/MOI contemplate the Directors imposing penalties upon a Member pursuant to a breach of the MOI and/or the Rules and/or the Design Code and/or of any directive of the Association, the Directors set out hereunder, as a guide only, the following categories and scales of penalties: -

OFFENCE	1st OFFENCE	2nd OFFENCE OR DISREGARD OF IMPOSITION
	R	R
Technical breach without malice aforethought or premeditated intent or due consideration	2 000	5 000
Non-compliance	2 000	5 000
Blatant disregard	2 000	5 000
Driving offences	Refer to rule 11.5 and applicable Metro Penalties	Refer to rule 11.5 and applicable Metro Penalties
Pets	2000	5000
Environmental Management Plan	As per EMP	As per EMP
Compromising the effectiveness of the perimeter fence and/or any aspect of the security of the estate	R10 000	R20 000 Subsequent offence will result in the offending party (excluding the Owner) being denied access to the Development

Occupation of new home without a valid Beneficial Occupation Certificate	R2500 Every 14 days until compliance
Submission of plans to Municipality without association & DRC approval	R 20 000 Recurring 30 days until compliance

- 16.2 The abovementioned penalties, categories of offences and applicable quantum shall be subject to amendment by the Directors from time to time at their discretion.
- 16.3 Penalties imposed for the breach of rules or non-compliance with the rules shall be deemed to be part of the levy due by the Member.
- 16.4 Where the Association believes that extenuating circumstances exist to alter and/ or amend the quantum set out above – this discretion shall be available to the Board of Directors.
- 16.5 Members shall be informed in writing of any decision by the Association to impose a penalty. This communication shall include the detail and evidence of the breach.
- 16.6 Members shall be entitled to dispute such a breach by way of written communication to the General Manager. The Board's adjudication of such a dispute shall be binding upon the member.

17. **BREACH**

- 17.1 Should any Member breach the MOI and/or the Rules and/or any provisions of the Design Code and/or any directive lawfully given by the Association then the Association shall give the Member written notice to remedy such breach within a period of time which the Association in its sole discretion deems reasonable given the nature of the breach.
- 17.2 The Association shall send such written notice to the Member at the Member's address of record as furnished by the Member to the Association. This includes sending an email to the members email address on record as furnished by the members to the Association. If sent by prepaid registered post to such address then it shall be deemed to have been received on the fourth day after posting and if delivered by hand to such address, then on the date of delivery.

- 17.3 Should the Member fail to remedy the breach within the time stated in the said notice then the Association at its sole discretion shall be entitled to either:
- 17.3.1 Impose a fine upon the Member which shall be deemed to be a debt due by the Member to the Association and which shall be recoverable by ordinary civil process as provided for in Article 8.5 of the MOI; and/or
- 17.3.2 Refer the matter to arbitration as provided for in **Article 21** of the MOI; and/or
- 17.3.3 Proceed by civil application or action in a court of competent jurisdiction for such relief as it may deem appropriate as provided for in Article 8 of the MOI; and/or
- 17.3.4 Proceed with the carrying out of any work or the doing of anything which the Association has called upon the Member to do, the cost of which shall be deemed to be a debt due by the Member to the Association; and/or
- 17.3.5 Take such other action as may lawfully be available to the Association.

18. DEVELOPERS' PROTOCOL, ENVIROMENTAL MANAGEMENT PLAN, BUILDING DESIGN CODE, LANDSCAPING PHILOSOPHY AND SECURITY PROTOCOL

All members must ensure that they abide by the latest version, of the above documentation, copies of which are available from the Association at a nominal fee.

18.1 Submission of Plans

For transparent and clear communication between the Association, Design Review Committee and members the following is applicable:

- 18.1.1 All plans (Submission, Deviation, interim deviation, Final Deviations, Additions & Alterations) must be submitted to the Association Office;

2 Sets of plans (1 black & white /1 Colour set)

2 sets of landscape plans (1 black & white /1 Colour set – if applicable)

Plans must be signed by Members, Trustee (authorised to represent Trust) and the Architect.

- 18.1.2 Plan submission fees and any outstanding levies must be paid at the time of submission of plans.

18.1.3 Referral list of items that need to achieve compliance will be provided by the Association Office.

18.1.4 Letters of approval will accompany the stamped & signed plans for submission to Local Authority

18.1.5 The construction/verge deposit is to be paid prior to the plans being released by the association.

18.2 **Site Handover**

18.2.1 Members must contact the Association to request site handover for construction once Local Authority approved plans are in receipt.

18.2.2 On site handover, the member has 18 months to complete construction of the home for a single residential unit.

18.2.3 For a PUD development, special application for build by period is to be made to the DRC.

18.2.4 Failure to comply with the “build by” period or duration – will attract a monthly penalty.

18.2.5 This penalty will continue to be invoiced to the members levy account until final sign off by the association on Final Deviations/As Built plans.

18.1.3 The 4-year build by Clause as per initial sale agreement and Title Deed is applicable on the 4-year expiry date from date of transfer i.e., double levy is charged as per the MOI of the relevant Association.

18.3.1 The reason for the 4-year build by clause is to ensure Izinga Estate is fully developed within the 4-year period and is not an ongoing construction site. Construction activities and vehicles confer several risks not limited to nuisance and damage to installations.

18.3.2 Resale of property may enjoy extension of the 4-year build period (from date of initial transfer) to a reasonable additional timeframe for the new Member to complete construction of a single residential unit. This shall occur at the sole discretion of the developer at/ before signature of resale agreement.

18.4 All (dwelling) designs and garden layout plans are to be submitted to and approved by the association and its Design Review Committee before being forwarded to the Municipality for approval. This is a Title Deed condition and any member found in breach of this condition will be liable for a fine.

18.5 Members undertaking any alteration, extension or change to their home or hard landscaping are required to submit the appropriate plan for approval by the Association and Design Review

Committee. Plan submission fees are applicable, and Members must contact the Association Office for the current fee structure and plan submission requirements.

18.6.1 Members acknowledge that the control schedules are not explicit in respect of each design consideration for the Estate.

18.6.2 The Design Review Committee has been appointed to review and consider all plans within the architectural vision and holistic framework of the Estate and may accordingly exercise their subjective architectural discretion in determining whether to approve proposed plans submitted by any member.

18.6.3 Members must acknowledge that the decision of the Design Review Committee in regard to proposed plans are final and binding.

18.7 No Member may commence the primary construction of their home or further additions/extension until all the relevant permissions and /or consents have been granted.

18.8 Every alteration to a building, attachment to a building (plaque, ornament, statue, figurine, awnings, air conditioning units etc.), erection of any structure, or alteration to fencing/garden walls etc., must also have written permission/consent from the HOA.

18.9 No home is to be occupied until Beneficial Occupation Certificate is received from Local Authority which confirms that the home is safe for habitation. Failure to comply hereto will attract a penalty per month, until compliance is achieved.

18.10 These controls are aimed to ensure that the amenity of the Estate is always maintained and that neighbours/ others are not inconvenienced or compromised, and in doing so ensure that the investments of Members on the Estate is protected.

18.11 The board at its discretion may amend the quantum of any fine/s as listed above from time to time. Members will be notified accordingly.

19. THE RIGHT TO KEEP AND THE CONTROL OF PETS

19.1 Local Authority by-laws relating to pets must be complied with (i.e. licensing/numbers/rabies inoculations etc.);

19.2 Prior to bringing a pet onto the Development, and when a pet is replaced, the following conditions must be met: -

- 19.2.1 Written permission must be obtained from the Association. This permission will not be unreasonably withheld provided compliance with the rules is satisfied.
- 19.2.2 No more than TWO dogs and/ or cats and/ or birds are permitted per household. Only TWO pets per household.
- 19.2.3 All cats and dogs must either be spayed or neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.
- 19.3 Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Aviaries are not permitted.
- 19.4 Pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles and the like are not allowed on the Estate.
- 19.5 Each dog or cat must at all times wear a collar with a nametag indicating the Member's name and telephone number.
- 19.6 Dogs must be kept in an adequately contained area within the Member's property and when outside the Member's property must at all times be on a leash and under the control of a responsible person. Dogs are not allowed to run loose in the Estate. Stray pets without a nametag will be handed over to the SPCA or Municipal Pound and any costs incurred will be for the Member's account.
- 19.7 If any dog is found unattended out of its owner's property, a penalty for the first offence and a higher level of penalty for the second offence will be levied against the Member. All subsequent offences will be referred to the Board of Directors.
- 19.8 The Owner of the pet must immediately remove any fouling by pets on Property belonging to the Association or other Members. (For this purpose, Members are advised to carry a scooper or plastic bags whenever walking their pets outside of their own Property). Members are responsible for any fouling or damage from their pets. Camera surveillance may be employed in this regard and any consequential costs and/ or penalties shall be for the member's account.
- 19.9 Pets are not allowed to be a nuisance or cause a disturbance or annoyance to others. Nuisance in this regard is defined as a barking, howling, meowing and squawking consistently for an hour or more. If a complaint is received, HOA/Security will contact the member to address.

19.10 Pets should not be left alone overnight or over a weekend.

19.11 The association reserves the right to instruct the removal (immediate or with a notice period; temporarily or permanently) of any pet if found to cause danger to any members and/or others.

20. **SECURITY**

All security procedures shall always be strictly adhered to by all persons inside the Estate. To this end, Members are required to familiarise themselves with and abide by the Security Protocol.

20.1 Members desire security to be maintained to the highest level possible, and security is accordingly a shared responsibility, therefore the co-operation of every Member is essential.

21. **CONSTRUCTION WORK OVER WEEKENDS**

21.1 No construction work over weekends except for emergencies i.e. burst water pipe, electrical repairs etc. When an exception to the rule is made the IzEMA Board will communicate this to all its members.

21.2 No power tools or noisy machinery will be permitted.

22. **HOUSE UNDER SURVEILLANCE**

When Members are away from their homes for a period longer than 48 hours, as a precaution, they should notify the Security Control Room of their return dates in order that their homes can be placed under surveillance.

23. **DRONES**

Drones are not permitted on the Estate due to the privacy risks they pose unless authorised by the Estate Management. The necessary authorisation from the aviation authorities will also be a requirement as the Estate falls within a no fly Zone..

24. **REPORTING TO SECURITY**

Security is a shared responsibility. Members must report any suspicious or unlawful occurrence to Security Control Room immediately it is seen or perceived.

25. SIGNAGE

- 25.1 No signs may be displayed on the Estate except in accordance with the DEVELOPERS' PROTOCOL for the erection of new buildings or the security signs depicting zones on the perimeter fence.

Developers of PUD sites must submit the artwork for their marketing sign boards for IZEMA consideration.

- 25.2 All decorative house name boards must conform in size, colour and position, with the requirements of the Association and the Design Code.
- 25.3 Applications to install ornaments and adornments must be submitted to the Association for approval prior to installation.

26. NATURE CONSERVATION

- 26.1 No Member shall wilfully disturb, harm, or destroy any wild animal, insect, reptile and bird and plant material within the Estate.
- 26.2 No Member shall light any fire in the Estate other than at a place designated for that purpose and subject to proper fire control measures.
- 26.3 No snares, traps or any similar device shall be permitted on the Estate.
- 26.4 No dumping or littering of any nature whatsoever shall be permitted in the Estate.
- 26.5 No person shall disturb, destroy or collect any plant material, whether living or dead anywhere on the Estate, save with the consent of or on the instructions of the Association.
- 26.6 No person shall camp upon any place on the Estate.
- 26.7 The Association shall be entitled to prohibit access to any area within the Estate should it deem it desirable to do so for the purposes of preserving the environment. Any such area shall be suitably demarcated.
- 26.8 The lighting of fires in any open space on the Estate is prohibited unless for the express purpose of braaiing at an authorized function or as an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose.

- 26.9 The use of any open space in a manner or through conduct, which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.
- 26.10 Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided.

27. THE LEASE OF PROPERTY

- 27.1 The consent in writing of the Association must be obtained prior to the renting/leasing of Land or a portion of Land, which consent, is subject to all dues being fully paid and all other conditions of the Association being met, will not be unreasonably withheld. A clearance certificate must be obtained from the Association.
- 27.2 The names of such lessees must be provided to the Association along with the request for permission to lease, and a statement as to the duration of the lease. Consent from the Association must be obtained prior to leasing.
- 27.3 The Owner must inform the lessees of the rules of the Development and any contravention of the rules by any lessee shall be deemed to be a contravention by the Owner.
- 27.4 No short-term leasing or holiday leasing is permitted.
- 27.5 No Air BNB letting, or the like shall be permitted.
- 27.6 The Association reserves the right to refuse such lease.
- 27.7 The Association shall not consent to leasing of any dwelling that has not obtained Final Occupation.
- 27.8 No Member shall be entitled to enter any short-term lease, for less than a period of 3 months.
- 27.9 No sub-letting shall be permitted, and the maximum number of persons allowed to reside at one time in one home shall not exceed the number of legitimate bedrooms in the home, multiplied by two.

28 THE SALE OF PROPERTY

- 28.1 For reasons of security on the Estate and due to the nature of the Estate and various matters about which any purchaser should become aware when buying into the Estate, if an owner wishes to dispose of his Property, he shall, to the extent that he requires the services of an estate agent in regard to such disposal, do so in accordance with this Rule.
- 28.2 An Owner who wishes to dispose of his property shall either:-
- 28.2.1 Utilise the services of an estate agency accredited by Tongaat Hulett Properties. (If an Owner wants to use a non-accredited estate agency, he must request Tongaat Hulett Properties to appoint the non-accredited agency. Tongaat Hulett Properties is entitled, in its sole discretion, to agree to the non-accredited agency's appointment and prescribe the terms and conditions thereof, including that the non-accredited agency be required, as a condition to its appointment, to conclude a written mandate agreement stipulated by the Association and agree that if the non-accredited agency finds a buyer for the property, it must refer the buyer to an accredited agency who will conclude the sale of the property on the basis of a sharing of commission between the non-accredited and accredited agencies as stipulated by Tongaat Hulett Properties); or
- 28.2.2 Sell his property privately (ie he does not wish to use the services of an Estate Agency). In this event, the sale agreement MUST be obtained through an Approved Estate Agency for which a nominal fee is charged. (This arrangement is necessary to ensure all requirements of, and obligations to, the Association are complied with prior to the actual sale)
- 28.3 Utilise the services of an estate agency approved by Tongaat Hulett Properties. (If an Owner wants to use a non-approved estate agency, he must request Tongaat Hulett Properties to formally appoint the non-approved agency. Tongaat Hulett Properties is entitled, in its sole discretion, to agree to the non-approved agency's appointment and prescribe the terms and conditions thereof, including that the non-approved agency be required, as a condition to its appointment, to conclude a written mandate agreement stipulated by the Association and agree that if the non-approved agency finds a buyer for the property, it must refer the buyer to an approved agency who will conclude the sale of the property on the basis of a sharing of commission between the non-approved and approved agencies as stipulated by Tongaat Hulett Properties); or
- 28.4 Sell his Property privately (i.e. he does not wish to use the services of an Estate Agency). In this event, the sale agreement MUST be obtained through the Association for which a nominal fee is charged. (This arrangement is necessary to ensure all requirements of, and obligations to, the Association are complied with prior to the actual sale).

28.5 No commercial advertising of any nature shall be allowed on or in front of any Property save for one "For Sale" sign which may be erected on the verge in front of a Property.

28.6 Signed Contracts of Sale must be forwarded to Tongaat Hulett Properties for vetting.

28.7 The Association must sign Consent to Transfer. A fee will be charged by the Association for any consent request.

28.8 The Association reserves the right to request updated plans and / or perform an inspection on any home proposed for sale/ alteration in ownership – so that full compliance can be established prior to transfer of ownership.

29 **TRANSFER OF PROPERTY**

29.1 It is a title deed condition and accordingly a deeds office requirement that the Association consents to the transfer. The Association's consent is subject to: -

29.1.1 The Member (seller) satisfactorily settling all his obligations to the Association.

29.1.2 The transferee (purchaser) agreeing to become a member of the Association.

29.1.3 Rule 17 of these Rules deals with the failure to comply with the Rules but what is set out hereunder is a specific breach clause, which will apply in the event of a Member failing to comply with this Rule 27 and 28. If a Member fails to comply with this Rule 27 and 28 the Association shall have the absolute right to withhold its consent to the Member transferring his property until the Rule has been complied with in all respects.

30. **APPROVED ESTATE AGENTS**

30.1 Only Approved Estate Agents are permitted to sell on the Estate.

30.2 Approval process is done by the Developers, Tongaat Hulett Properties.

30.3 All Approved Agents must abide by the Association rules & requirements (which may vary from time to time).

30.4 **Show Days**

30.4.1 Approved Estate Agencies must communicate with the Estate Manager to request permission for Show Days.

30.4.2 Show Days must be approved by the Association and the necessary requirements as set out below must be adhered to:

30.4.3 "On Show "Signboards must be displayed **only** on the Show Day and during specified times i.e. from 14: 00p.m to 17:00p.m. and removed immediately after the Show day.

30.5. Failure to comply may result in penalties being issued to the Estate Agent and the approval of the Estate Agency being revoked.

31. **GENERAL**

31.1 All permanent and casual domestic workers, general assistants, cleaners, gardeners' etc. must be registered with the Association. Members' and their employees must ensure that they abide by the security procedures detailed in the Security Protocol.

31.2 No person shall attempt to sell any goods to other persons in the Estate, whether it be by way of door to door selling, setting up of a store, spaza shop or sales table, nor may any person make any attempt to set up a business as a vendor within the Estate for any purpose whatsoever without the prior written consent of the Association and the necessary licences prescribed by law.

31.3 No animal, bird or reptile may be slaughtered within the Estate and no meat, skin, fish or carcass may be hung up to dry or cure within the Estate.

31.4 No private, religious or commercial advertising notices or brochures can be distributed around the Development. (This rule shall not apply to legitimate notices to members from the Association).

32. **ABUSE**

32.1 Association Personnel

Should a member believe they have been the recipient of unreasonable behaviour from any person employed in the Estate operations, he/she is requested to report the matter in writing to the Association through the General Manager to ensure that the matter is addressed. Similarly, members are requested to refrain from addressing and

engaging with Estate personnel in any way deemed to be abrupt, rude, intimidating or abusive. The Board shall also avail supportive measures and recourse for staff should they be found to have suffered abuse from members, their staff, agents, contractors, visitors or similar.

32.2 **Property**

Any member who causes any damage to the Common areas of the Estate including "THE DECK" shall be required to pay for the repair of such abuse or damage on a full indemnity basis, together with a penalty at the discretion of the Association.

33. **INSURANCE**

It is the obligation of the Association to ensure the common properties, road infrastructure, services, security infrastructure and Admin Office are adequately covered.

- 33.1 All members are expected to install adequate Homeowner's and Liability Insurance to safeguard their exclusive use property as well as any consequential damage to others' property.

34. **BUILDERS SHUTDOWN**

- 34.1 No Contractors are allowed on the Estate during the Shut down period at the end of the year (except for emergencies).
- 34.2 Members will be notified of the Shutdown period dates.
- 34.3 Swimming pool and garden service personnel are allowed onto the Estate during the Shutdown period.
- 34.4 Any emergency work will be allowed and the Association must be contacted for notification/authorisation.

35. **FAILURE TO COMPLY WITH THE ESTATE RULES**

- 35.1 Failure by a Member of the household of the Association Member (for these purposes defined as including domestic staff and/ or agents or invitees and/ or contractors of the Member) to comply with any provision of any rules may result in:

- 35.1.1 A request for an explanation.

- 35.1.2 A request for an apology in circumstances requiring one.
- 35.1.3 A reprimand in writing and a request to comply in the future.
- 35.1.4 The imposition of a penalty (deemed to be part of the levy due from the Member).
- 35.1.5 A demand from the member to pay for damages to cover any costs and for the Association to be fully indemnified for all loss/es (and related consequences) resulting from any non-compliance.
- 35.1.6 A formal prosecution or instituting of legal proceedings in circumstances relating to any breach of a serious nature.
- 35.1.7 Application to Court for enforcement of the Rules.
- 35.1.8 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be at the discretion of the Association as ratified by the Board which shall take due regard of the nature and circumstances and severity of each offence, breach or non-compliance.
- 35.1.9 Any contravention of the rules by any person who visits the Estate on the authorisation of a member shall be deemed to be a contravention by the member concerned.
- 35.1.10 Should any member be aggrieved by any decision made by the Association, they may after first having paid the penalty lodge an appeal within seven days of the penalty being paid to the Board of Directors through the General Manager. The appeal should contain sufficient facts and/or information relating to the matter which the Member concerned believes would justify a finding by the Board which is different to that imposed by the General Manager. Penalties imposed for the breach or non-compliance of the rules shall be deemed to be part of the levy due by the Member.
- 35.1.11 Breach of the Conduct Rules will attract penalties. This does not prevent the Board of Directors imposing a greater sanction than stipulated against an offending Member for other gross violations.

36. DISCLAIMER OF RESPONSIBILITY

- 36.1 The Association and its Directors and employees shall not be liable for any injury to any person, damage or loss of any property to whomsoever it may belong occurring or suffered

upon the Estate regardless of the cause thereof nor shall the Association or its directors and employees be responsible for any theft of property or any other loss occurring on the Estate.

- 36.2 Members shall not have any claim or right of action against the Association or its Directors and employees for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them to the HOA. Members indemnify the Association and its directors and employees against all claims contemplated herein.