

PROTEA GLEN MANOR

CONDUCT RULES



PGM DEVELOPMENTS (PTY) LTD

INTRODUCTION:

Living in our complex means being part of a community of people who share a secure and high-quality lifestyle. The purpose of these Conduct Rules is to permit the community of Residents at Protea Glen Manor full enjoyment of their units and of the common property, as defined and dealt with, without interfering with the rights of other Residents and to contribute towards the efficient management of the complex. Conduct Rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, without interfering with others' enjoyment to the benefit of all. The rules have been designed to ensure the maintenance of common courtesy and regard for the rights of ALL Residents, to sustain the orderly use of common amenities and ensure the maintenance of high standards of living for the mutual benefit of all Residents.

The rules are enforceable by law and must be observed by all Residents.

THE FOLLOWING SERVES AS A GENERAL GUIDELINE TO ALL RESIDENTS:

1. It must be each Resident's declared intent to live as harmoniously as possible with all other Residents, and to respect each other's rights of privacy and lifestyle.
2. Genuine common respect, courtesy and consideration for others must be the basis for all aspects of behavior.
3. The rules are to be reasonable, to be binding on, and to apply equally to all members. Based upon this rationale the rules should be seen to be neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction.

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1. MEANING OF "RESIDENT"

For the purposes of these Conduct Rules, the term "Resident" shall mean:

- 1.1 the lessee of any unit; and
- 1.2 all adult persons residing in any unit

2. MOTOR VEHICLES

- 2.1 Motor vehicles of Residents may only be parked under their carports and/or on the common property parking areas adjacent to the carports and may not be parked elsewhere on the common property at any time. They must be parked at all times so as to leave maneuvering space for access to existing carports. Motor vehicles may not be parked along the main driveway.
- 2.2 Motor vehicles of visitors must be parked so that they leave maneuvering space for access to existing carports. Residents shall ensure that they, their visitors and their employees park in such a manner that they do not block the driveways or carports.
- 2.3 No articles other than vehicles or motor cycles may be kept in carports.
- 2.4 Repairs to vehicles, oil changing and reconditioning of vehicles on the property is not permitted. Residents must ensure that no oil marks are left by their vehicles on the property. The cost of cleaning such marks will be for the account of the Resident responsible.
- 2.5 Vehicles may not travel at speeds in excess of 10 kilometers per hour on any portion of the common property and driveways to safeguard Residents and children. Fast and inconsiderate driving will not be permitted.
- 2.6 Caravans, motorboats, trailers, and other similar vehicles as well as derelict vehicles may not be parked on the common property without the permission in writing of PGM Developments first having been obtained. PGM Developments may grant or deny permission subject to such conditions as they in their absolute discretion may impose. Any permission granted by PGM Developments is revocable by them at any time and at their absolute discretion.
- 2.7 Any vehicle parked in contravention of any of the foregoing may be towed away without any liability for any damage claim whatsoever. All costs of towing, storage and any other costs shall be for the account of the Resident concerned, which amount/s shall be included on the monthly statement in respect of the unit in question and shall be treated as an additional payment for all purposes. The foregoing shall apply notwithstanding that the vehicle towed away is owned or driven by a visitor or employee of the Resident concerned, or by a visitor of such Resident's employee.
- 2.8 No broken-down vehicles may be fixed neither stored on the premises. Unfortunately, it causes a hazard to other Residents, it lures rats & unwanted attention from people crossing the premises and it also gives a negative image to the complex
- 2.9 Every vehicle is parked at the Owner/Resident's risk. No liability shall be attached to PGM Developments and/or its representatives, for the loss or damage of any nature in consequence of a vehicle having been parked on the property.
- 2.10 Any person found contravening the above rules will receive one written warning and will thereafter be liable to a fine of R150.00 in respect of each and every contravention, which will be reflected on the following month's statement.

3. ALL OTHER VEHICLES

- 3.1 Bicycles, motorcycles, tricycles, roller skates, skateboards, etc. may not be left on any portion of the common property.
- 3.2 The use of soapbox carts, skateboards, roller skates, etc. on the common property is prohibited.

4. LAUNDRY

- 4.1 Washing hung out to dry is at the sole risk of the Resident.
- 4.2 Washing and other articles may not be hung outside of any unit on chairs on patios or over the walls or common property or balcony railings of any unit. Washing may not be laid out on the common property gardens. Washing may only be hung to dry on the wash lines provided. Make shift wash lines of any description will not be permitted.

5. CLEANLINESS/ SANITARY SERVICES

- 5.1 Except, as is hereinafter provided, refuse, litter, debris, etc. shall not be deposited on the common property at any time. Residents shall instruct their children, employees and visitors concerning this rule.
- 5.2 If any child, employee or visitor infringes the provisions of 5.1, the Residents of the unit where such child resides, or where such employee is employed, or where such person is visiting, as the case may be, shall be responsible, therefore.
- 5.3 Refuse may be deposited INTO the refuse bins provided. Ensure that no boxes / material is left next to the dustbins.
- 5.4 Ensure that refuse is deposited in refuse bags and then disposed of in the bins provided.
- 5.5 Rubbish may not be handled contrary to the regulations of the local authority, for example all glass must be wrapped in a double layer of newspaper, etcetera.
- 5.6 It is the responsibility of each Resident to ensure that their domestic worker adheres to this rule

6. NOISE

- 6.1 Quietness must be maintained overnight from Sunday to Thursday between the hours of 10:00 pm and 07:00 am and on Friday and Saturday between 11:00 pm and 10:00 am
- 6.2 Radios, TV's, musical instruments, Hi-fi's and other sound producing devices may not be played on the common property.
- 6.3 Radios, TV's, musical instruments, Hi-fi's and other sound producing devices played inside units shall not be played or used in such a manner as to interfere with any Resident's enjoyment of his unit or of the common property.
- 6.4 Car radios must be played at reasonable levels at all times.
- 6.5 Except in an emergency, automobile hooters shall not be sounded on the common property at any time.
- 6.6 No hammering, drilling, sawing, or other such work shall be conducted before 08:30 am and after 08:00 pm on any weekday and before 10:00 am and after 08:00 pm on Saturdays & Sundays. Subject to the other provisions of Rule 6 such work is permitted provided it is performed in moderation and does not unreasonably interfere with the use and/or enjoyment by any Resident of his unit or of the common property. If, in the opinion of PGM Developments, such work is unreasonably interfering with the use

and/or enjoyment by any Resident of his unit or of the common property, PGM Developments may prohibit any person from performing any such work.

- 6.7 Entertaining of visitors must not interfere with any Resident's enjoyment of their unit or the common property. Entertaining should only occur at infrequent intervals. As a matter of courtesy, kindly advise your neighbours if you intend to host entertainment at least a day in advance.
- 6.8 In the event of entertaining a party and/or any special occasion event, permission has to be obtained in writing from PGM Developments at least one week in advance and all neighbours notified at least a day in advance.
- 6.9 Residents must ensure that their children, visitors and employees comply with the foregoing.
- 6.10 Excessive and unnecessary noise is to be avoided at all times, and due consideration must be given to other residents.

7. GARDENING AND PLANTS

- 7.1 Gardens and plants on the common property are for the enjoyment of all residents. Removal of plants is not permitted unless authorized by PGM Developments.
- 7.2 Whilst there is no objection to unit holders improving the gardens outside their own residences it is necessary that permission be obtained from PGM Developments. This is necessary so as to maintain an acceptable standard and prevent the planting of noxious weeds.
- 7.3 Garden tools, and other equipment must be kept out of view of other units and any portion of the common property.
- 7.4 The gardeners are DIRECTLY RESPONSIBLE TO PGM DEVELOPMENTS and have been instructed NOT TO RESPOND to personal requests by residents during working hours.
- 7.5 Any queries regarding the complex gardens may be addressed in writing to PGM Developments.

8. SUPERVISION OF CHILDREN

- 8.1 Residents must properly supervise their children, their children's friends and children of their visitors so that no provision of these rules is infringed by such children, and that no damage or nuisance is caused to any Resident, to the property of the Resident or to the common property or any unoccupied unit. In oracular, and without affecting the generality of the foregoing, children shall not damage, deface or interfere with the plants, decorations, signs, fire hose reels/extinguishers, exterior lighting, electric fence and gate. Climbing on internal walls, boundary walls, carport roofs etc. will not be permitted. The cost of cleaning marks left on common property and/or rectifying any damage will be for the account of the Resident responsible.
- 8.2 Children shall not run up and down the driveways or entrance.
- 8.3 All equipment in the Play Park area may be used under Adult supervision only. No rough playing or yelling permitted. Only one person per swing at a time. No jumping off any equipment. No glass or bottles permitted in the Play Park area.
- 8.4 Children play at own risk.

9. PETS

- 9.1 **NO** pets are allowed!

10. DOMESTIC HELPERS AND EMPLOYEES OF THE COMPLEX

- 10.1 Residents shall ensure that their employees do not cause undue noise on the common property.
- 10.2 Residents shall ensure that their employees comply with the provisions of these rules especially the rules relating to laundry and the refuse area.
- 10.3 Residents shall not request any employee of PGM Developments to perform work on their behalf (such as washing motor vehicles etc.) during working hours.

11. ACTIVITIES ON THE COMMON PROPERTY

Without in any way restricting the generality of any other of these rules:

- 11.1 No hobbies or other activities may be conducted on the common property if they cause a nuisance to other Residents.
- 11.2 Acceptable standards of dress must be maintained by all residents, visitors and employees on the common property.
- 11.3 Drunken or disorderly conduct on the common property is not permitted.
- 11.4 The sale of alcohol is not permitted on the property.
- 11.5 No entertainment or parties are to be held on the driveways or parking areas at any time.
- 11.6 Urinating on the common property is not permitted.

12. RESIDENTS AND VISITORS

- 12.1 Residents are responsible for the conduct of their visitors.
- 12.2 A Resident and/or visitor shall not enter the common property section severely intoxicated or under the influence of drugs or with an illegal or immoral intent.

13. BUSINESS ACTIVITIES

- 13.1 No business, profession or trade may be conducted on the common property. No business, profession or trade may be conducted in any unit unless it is specifically allowed to be conducted by PGM Developments.
- 13.2 No auctions or jumble sales may be held on the common property unless the consent in writing from PGM Developments shall first have been obtained.
- 13.3 No advertisements or publicity material may be exhibited or distributed on the common property without the consent in writing of PGM Developments first having been obtained. Advertisements may not be hand delivered to individual units.

14. ALTERATIONS, EXTENSIONS AND IMPROVEMENTS

- 14.1 No extension, alteration or improvements to the exterior of any unit, including awnings and security gates and enclosure of balconies or patios shall be affixed or made unless PGM Developments has first been given full particulars thereof including plans approved by the municipality, have countersigned such plans, (where applicable) and have given permission in writing thereto. If such written permission is granted by PGM Developments, it shall pertain only to the plans submitted to PGM Developments for approval and no variation thereof may be affected unless the Resident shall have complied with the foregoing in respect of such variation. Residents may not paint the exterior of their units.

- 14.2 Assuming that the required permission has been obtained, security gates fitted on exterior doors, any awnings and the enclosure of any balconies and patios must comply with the standard design set down for the complex. Security gates and awnings fitted by Residents shall be maintained by the Residents.
- 14.3 With respect to alterations or improvements to the interior of any unit, no structural alterations or any alterations to water connections, electric conduits or plumbing may be affected, unless the provisions contained in Rule 15.1 shall first have been complied with.
- 14.4 No outside TV aerials/satellite dishes may be erected without the necessary approval by PGM Developments in terms of the Act. After approval, it may not be removed again, but becomes part of the structural unit and therefore the property of PGM Developments.
- 14.5 All refuse, debris etc. that results from any extensions, alterations, or improvements shall be removed by the Resident concerned within 5 days. If such refuse, debris etc. is not so removed, PGM Developments may cause it to be removed, and all charges in connection therewith shall be for the account of the Resident concerned and shall be paid by such Resident to PGM Developments on demand.
- 14.6 The fencing off of individual garden areas in front of units is not permitted.
- 14.7 The Resident shall not place or do anything on any part of the common property, including balconies, patios and gardens which, in the discretion of PGM Developments is aesthetically displeasing or undesirable when viewed from the outside of the section.

15. DAMAGE TO COMMON PROPERTY

- 15.1 Should any damage of whatsoever nature be caused to the common property by any Resident, and/or any member of his/her family, and/or any of his/her visitors, and/or any of his/her employees or should any such persons cause PGM Developments to suffer any loss or incur any expense, the Resident shall be liable to properly repair such damage forthwith, and to forthwith reimburse PGM Developments in full in respect of such loss or expense. Should the Resident fail to repair such damage forthwith PGM Developments may cause such damage to be repaired and the Resident shall reimburse PGM Developments in full forthwith in respect of all costs and expenses arising out of or in connection therewith.
- 15.2 Tampering with communal TV aerials, electricity meter boxes, water meter units and the main entrance gate to the complex is prohibited.
- 15.3 Tampering with the electric fence is prohibited and PGM Developments shall not accept responsibility for any loss or injury of whatsoever nature sustained by any Resident, their family, guests, employees or agents arising or resulting from or caused by the electric fence or any part or component thereof.

16. POST

- 16.1 No Post must be delivered to the complex, unless it is between PGM Developments and the Resident.
- 16.2 No responsibility will be taken for any post delivered at the gate.
- 16.3 Residents must apply for a P.O. Box in the area to ensure that they always receive their post.

17. SECURITY

- 17.1 Residents are required to abide by all security procedures, which may be instituted by PGM Developments from time to time.

- 17.2 Security guards are doing a difficult job and may not be abused under any circumstances.
- 17.3 Security protocol and procedures at the gate must be adhered to and every Resident must require visitors to adhere to security protocol and procedures.
- 17.4 Remotes must be used by Residents to gain access, failing access must be recorded by the guard on duty. The Resident must sign in as if they were a visitor and may only gain access as if they were a visitor, subject to the normal visitor access procedures, until they obtain a correct and functioning remote.
- 17.5 Tailgating is prohibited at all times and a fine of R1000 will be imposed for all offenders and the respective residing/visiting unit will be accordingly billed.
- 17.6 Visitors wanting to enter the complex must stop alongside the intercom unit outside the gate and communicate with the Resident via the intercom. Should the intercom system fail, visitors should wait for the guard to approach their vehicle and communicate directly.
- 17.7 The intercom will contact the unit the visitor wishes to visit. Once the Resident confirms that the visitor may enter the complex, the Resident will open the gate for the visitor. The guard may not open the gate for the visitor unless permission for access is received. If there is no answer at the unit or permission is not granted by the Resident, the visitor will not be allowed in.
- 17.8 All visitors are to be logged in the visitor's register. This includes pedestrians.
- 17.9 No instructions to the guard over the visitor's phone will be accepted. Access may only be granted after receiving permission from the Resident contacted via the security intercom system.
- 17.10 Any and all breaches of security must immediately be reported to the guards on duty (including, but not limited to, burglary, fence jumping, unauthorized access, and car theft)

18. FIRE EQUIPMENT

- 18.1 Fire extinguishers, hose reels and hydrants may not be used for any purpose whatsoever, other than that for which they are intended.
- 18.2 Any costs arising from the misuse of this equipment by a Resident or family member, or visitors of the Resident, will be charged to the Resident of the unit concerned.

19. MAXIMUM NUMBER OF PERSONS PER UNIT

- 19.1 The maximum number of persons allowed to reside at one time in one unit shall not exceed the number of legitimate bedrooms in the unit multiplied by two.
- 19.2 Residents must apply in writing to PGM Developments if they have more than the permitted number of persons staying in the unit for a period of longer than seven days.

20. PENALTIES

- 20.1 Any penalty imposed in terms hereof shall be payable by the Resident concerned to PGM Developments on demand.
- 20.2 The imposition of any penalty in terms hereof or any other rule shall be without prejudice to and shall not affect and shall be in addition to any other rights available to PGM Developments at law, and in particular it's rights to apply for an order compelling any Resident to comply with the provisions of these rules or desist from infringing same.
- 20.3 If PGM Developments appoints a firm of attorneys in connection with or arising out of an infringement by any Resident of any of the provisions of these rules, such Resident

shall be liable to reimburse PGM Developments on demand for all its legal costs incurred in respect thereof on an attorney and client basis.

21. ENFORCEMENT OF AMOUNTS PAYABLE

- 21.1 Any amount/s payable to PGM Developments in terms of these rules shall be deemed to be an additional payment in respect of such Resident's unit and the payment thereof shall be enforceable as provided in rule 22 below.

22. PAYMENT OF RENT/ SERVICES

- 22.1 Rental payments and Operating Costs for each month together with any other charges must be received by PGM Developments by the 1st of each month.
- 22.2 If payment:
- 22.2.1 Is received after the 1st of the month, Letter of Demand fees will be charged on all outstanding amounts.
 - 22.2.2 Is not received in full (including any outstanding penalties/debt) has not been received by the 7th of the month, all services to the unit concerned, may be suspended according to the discretion of PGM Developments, and the account will be handed over to the attorneys.
- 22.3 All amount/s received from a Resident in respect of the unit will be appropriated firstly in payment of Operating Costs and secondly in payment of Rent.
- 22.4 Electricity suspensions pursuant to the foregoing will not be reinstated until all amounts owing plus a disconnection and reconnection fee, at the determined rate at that time, are paid in full.

23. SUNDRY PROVISIONS

Without in any way derogating from the generality of the foregoing rules and in addition thereto:

- 23.1 PGM Developments shall have the right to take any reasonable action to prevent any infringement of these rules.
- 23.2 Any Resident shall not:
- 23.2.1 Use his unit or permit his unit to be used for any purpose, which is injurious to the reputation of the complex.
 - 23.2.2 Do or permit to be done in his unit or on the common property anything, which will or may increase the rate of premiums payable by PGM Developments on any insurance policy.
 - 23.2.3 Throw cigarette ends, beer cans/bottles and other objects from windows/patios or cars on to common property.
 - 23.2.4 Untidy the common property and garden areas.
 - 23.2.5 Bring flammable or other dangerous materials or articles on to the common property or elsewhere, except in such limited quantities as are under any insurance policy standards and/or by-laws.
 - 23.2.6 Discharge firearms, pellet guns, catapults or bows and arrows on the common property.
 - 23.2.7 Throw stones or other solid objects on the common property

23.2.8 Display signs of whatsoever nature on the common property prior to written consent from PGM Developments, having been obtained and permitted in terms of Section 13.

23.3 While it is hoped that with the acceptance of Conduct Rules which have been approved and accepted by all Residence, the contentious issues will be insignificant, there is nevertheless a need for procedures to deal with disputes and the following practical measures are suggested:

23.3.1 Before complaining, Residents should consult the Conduct Rules to establish whether the grounds for the complaint are reasonable.

23.3.2 Complaints by one Resident against another, should in the first instance be the subject of polite personal communication by both parties. Experience has shown that there are few complaints which given politeness from all parties, cannot amicably be resolved.

23.3.3 In the event that a dispute cannot be settled as suggested, it is suggested that it be referred in writing to PGM Developments, before proceeding further.

23.4 PGM Developments shall not be responsible for any loss, damage or accident that may occur on the common property or in any section or arising from the use of any facilities provided at the complex.

24. INDEMNITY

24.1 The right of admission to Protea Glen Manor is reserved by order of PGM Management

24.2 All vehicles and persons, enter the premises at their own risk

24.3 The Owner's, Residents, Managing Agent & PGM Developments, will not be held liable for any damage, loss, theft, or injury to person or property arising from any cause whatsoever.

25. INTERPRETATION

25.1 The headings contained in these rules are for convenience only and shall not affect the interpretation thereof.

25.2 Should any provision of these rules be invalid and/or unenforceable, such provision is severable from the rest of these rules and shall not affect the validity and enforceability thereof.

26. ENFORCEMENT OF RULES

Any breach of these rules shall be dealt with in the manner provided in Annexure "A" of these rules.

ANNEXURE "A"

- Any breach of the Conduct Rules, or any conduct detrimental or prejudicial to the interest of Protea Glen Manors or unbefitting a member thereof shall be notified to PGM Developments in writing, which notification shall contain full details of the alleged breach of conduct and be signed by the person making same.
- On receipt of the aforesaid notification, PGM Developments shall forthwith dispatch a copy thereof to the person against whom the complaint has been made (the alleged offender hereinafter).
- PGM Developments will investigate the breach of conduct and inform both parties of the decision.
- If PGM Developments decided to impose a pecuniary penalty, the fact thereof and the amount of the penalty shall be certified in writing and delivered to the alleged offender who shall, subject to the right of appeal hereinafter set out, be obliged to pay PGM Developments the amount of the penalty therein prescribed within a period of 28 (twenty eight) days of receipt of such certificate.
- The alleged offender and any other member of PGM Developments shall have the right to appeal to an extraordinary general meeting. Such appeal shall be lodged in writing within 21 (twenty-one) days of the date of the decision, failing which the right of appeal shall lapse. The notice of appeal shall be signed by the appellant and specify the grounds of appeal. Until expiry of the period of 21 (twenty-one) days aforesaid any consequences arising from the verdict and sentence shall be deemed to be suspended.
- Upon timeous receipt of a duly completed notice of appeal, such consequences shall likewise be suspended until the determination of the appeal and PGM Developments, within 21 (twenty-one) days after receipt of the notice of appeal, lodge a complaint at The Rental Housing Tribunal.
- An appeal shall be decided by The Rental Housing Tribunal.
- On appeal the decision may be confirmed, set aside or otherwise varied as PGM Developments may determine. If the appeal is dismissed, any penalty imposed by PGM Developments shall be paid to the appellant within 7 (seven) days of the date of such dismissal.
- Nothing in the Rules or in Annexure "A" shall be considered as removing the rights of PGM Developments, to remand or adjourn an inquiry, provided that it is in the interest of justice and equity.
- A written record of the initial inquiry and appeal may be kept by PGM Developments. Should such written record be kept it shall be deemed absolutely to be a correct and accurate transcript of all proceedings.

Let's all co-operate to keep the image of our complex high, so that we may all enjoy a long and happy stay here