

# **RENISHAW HILLS HOMEOWNERS** **ASSOCIATION**

## **RULES FOR RESIDENTS**

As amended 03-10-2020

### **INTRODUCTION**

Living in Renishaw Hills means being part of a community of people who share a secure and congenial lifestyle. Rules for the community protect this lifestyle through an acceptable code of conduct by which members may live together, reasonably, homogenously and harmoniously, without interfering with the lawful use and enjoyment of other persons of their amenity and the environment. Mutual respect and consideration by all residents for each other promotes a contented lifestyle in Renishaw Hills.

In the event of differences or annoyances, the parties involved should attempt as far as possible to settle their differences between themselves, exercising respect, tolerance and consideration.

The Directors of the Association are given the authority to make reasonable rules for the management, control, administration, use and enjoyment of the amenities and facilities in Renishaw Hills. The Directors have the power at any time to substitute, add to, amend or repeal any rule. The Rules should not however be seen as either unduly restrictive interaction amongst residents and RHHOA.

The Directors through the Board also have the right to impose penalties to be paid by those residents who fail to comply with the Rules. Penalties, where imposed, are deemed to be a part of the levy due by the Owner. Finally, the Board may, in extreme cases, enforce the provisions of any Rule by means of legal action.

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1. In these Rules, unless the context otherwise indicates:-
- 1.1.1. "Architectural Guidelines" means the architectural guidelines for and in respect of the Renishaw Estate;
  - 1.1.2. "Association" means the Renishaw Hills Homeowners Association (RF) NPC, Registration Number 2009/019296/07 and is interchangeable with "RHHA" in these Rules;
  - 1.1.3. "Board" means the Board of Directors of the Association for the time being;
  - 1.1.4. "Building Design Code" means the Renishaw Building Design Code for and in respect of the Renishaw Estate;
  - 1.1.5. "Community Centre" means the community centre together with all associated and ancillary community facilities at Renishaw Hills;
  - 1.1.6. "Conservation Areas" means the areas designated as conservation areas or conservation servitudes within Renishaw Hills;
  - 1.1.7. "Developer" means Renishaw Property Developments Proprietary Limited, Registration Number 2009/019296/07, including its successors and assigns;
  - 1.1.8. "Directors" means the Directors of the Association for the time being, and "Director" shall mean one (1) of the Directors, as the context may indicate;
  - 1.1.9. "Environmental Protected Area" means an environmental protected area situate within Renishaw Hills as designated in the Environmental Management Plan for the Renishaw Estate as amended from time to time by the relevant authorities;

- 1.1.10. "exclusive use area" means part or parts of the common property of a sectional scheme for the exclusive use by the Owner or Owners of one (1) or more sections in such sectional scheme;
- 1.1.11. "Landscaping Protocol" means the landscaping protocol set out in the document entitled "Renishaw Landscaping Protocol" for and in respect of the Renishaw Estate;
- 1.1.12. "Manager" means the person, corporation or association appointed by the Association, from time to time, to undertake the management of the Association's affairs in respect of Renishaw Hills;
- 1.1.13. "Member" means:-
- 1.1.13.1. an Owner; and
  - 1.1.13.2. the Developer;
- 1.1.14. "Memorandum" means the Memorandum of Incorporation for the time being of the Association;
- 1.1.15. "Municipality" means a municipality as an entity as defined in the Municipal Systems Act, No. 32 of 2000;
- 1.1.16. "Municipal Services" means electricity, water, sewage, refuse removal, telecommunications and such other utilities and services as may be provided by a Municipality, other designated authority or contracted services provider to Renishaw Hills from time to time;
- 1.1.17. "open space" means the areas designated as open spaces in Renishaw Hills;
- 1.1.18. "Owner" means any person who is the registered owner of a unit in Renishaw Hills;

- 1.1.19. "Renishaw Estate" means the development to be undertaken by the Developer in phases on the immovable property more fully referred to in the Memorandum of Incorporation of the Renishaw Estate Management Association;
- 1.1.20. "Renishaw Hills" means the development to be undertaken by the Developer in phases on the immovable property more fully referred to in the Memorandum;
- 1.1.21. "Resident" means a purchaser, Owner, Member, co-owner, corporate owner, trustee, lessee, family member, invitee;
- 1.1.22. "RHHOA" means the Renishaw Hills Homeowners Association, and is interchangeable with the "Association" in these Rules;
- 1.1.23. "Rules" mean the rules made by the Directors in accordance with the provisions of Article **8.5** of the Memorandum;
- 1.1.24. "Scheme" means the Town Planning and/or Land Use scheme/s applicable to the Renishaw Estate and to Renishaw Hills from time to time;
- 1.1.25. "Sectional Titles Act" means the Sectional Titles Act, No. 95 of 1986, as amended, and any regulations in force thereunder from time to time;
- 1.1.26. "STSMA" means the Sectional Title Schemes Management Act, No. 8 of 2011, and any Regulations enforced thereunder from time to time;
- 1.1.27. "Security Procedures" means the security procedures of the RHHOA, a copy of which is available from the office of the Association, and which may be amended from time to time by the Directors;
- 1.1.28. "Services" means security, maintenance of private roads and private road verges and such other utilities or services as may be provided or managed by the Association from time to time;

- 1.1.29. “unit” means any immovable property within the Renishaw Estate falling under the jurisdiction of the Association, either as freehold or sectional title, and includes a residential and a commercial immovable property.
- 1.2. Words importing the singular shall include the plural; words importing the masculine, feminine and neuter shall include the others of such genders; and words importing persons shall include bodies corporate, and vice versa in each instance, as the context may require.
- 1.3. The heading above any of these Rules is intended for reference purposes only and shall not influence the interpretation of the Rules.
- 1.4. Any reference to a notice shall be construed as a reference to a written notice, and shall include a notice which can be transmitted electronically in the manner and form permitted in terms of the Electronic Communications and Transactions Act, No. 25 of 2002.
- 1.5. Any reference to “days” shall be construed as calendar days unless qualified by the word “business” in which instance a “business day” will be any day other than a Saturday, Sunday or public holiday as gazetted by the Government from time to time.

## **2. PROMULGATION AND APPLICATION OF RULES**

- 2.1. For the purposes of the Rules:-
- 2.1.1. the Rules shall apply with effect from the date of their promulgation by the Directors; and
- 2.1.2. all Members of the Association, including Residents, occupants and tenants at Renishaw Hills shall without exemption, abide by the Rules.
- 2.2. The functions and powers of the bodies corporate of the sectional schemes situate within the Renishaw Estate and falling under the jurisdiction of the Association shall, as provided for in terms of STSMA, and with effect from the dates of establishment of such bodies corporate, be assigned to the RHHOA.

- 2.3. The statutory Management and Conduct Rules as set out in Annexures 1 and 2 to STSMA, and as amended from time to time, shall, notwithstanding anything to the contrary contained in these Rules or elsewhere, apply to Renishaw Hills, to the extent applicable, provided that any such Management or Conduct Rule is not irreconcilable, inconsistent, in conflict or incompatible with these Rules, including any subsequent or substituted rules made by the Directors in accordance with the provisions of Article **8.5** of the Memorandum.

### **3. PLANNING AND AESTHETICS DESIGN RULES**

#### **3.1. Design Procedures**

3.1.1. The design and construction of all new buildings, extensions, alterations to buildings, fences and all gardens shall be approved by the RHHOA prior to any work being commenced. In addition, Municipality approvals, where required, shall also be obtained for all new buildings, alterations, glass enclosures, extensions, gazebo's etc. All buildings, fences and gardens shall adhere strictly to the Architectural Guidelines, Building Design Code and Scheme controls for the particular unit concerned. A copy of the relevant documents may be obtained from the office of the RHHOA.

3.1.2. In order to maintain building standards and design requirements, every alteration to a building, installation of glass enclosures, attachment to a building, aerials, plaques, awnings, air conditioning units, satellite dishes, etc) erection of or alteration to fencing / garden walls, etc., in Renishaw Hills shall have prior written permission from the RHHOA.

#### **3.2. Plan Approvals**

3.2.1. All plans as required in terms of these Rules shall be submitted to RHHOA together with a written request for approval.

- 3.2.2. The Municipality requires the prior approval of the RHHOA to be attached to any request for approval of building plans.
- 3.2.3. No construction or installation shall commence prior to the issue of written approvals from the RHHOA and the Municipality.
- 3.2.4. The Directors may in the name of the RHHOA enforce the provisions of any Rules by any application in a Court of competent jurisdiction or by application to the Ombud (under the provisions of the Community Schemes Ombud Service Act 2011) and for this purpose may appoint such attorneys or counsels they may deem fit.

### 3.3. **Occupation of Units**

No unit may be occupied without the RHHOA first having certified that the buildings in respect thereof have been erected in accordance with the approved plans and the requirements of the specific Rules have been met.

### 3.4. **Attachments to Units and Common Property**

No appurtenances or objects may be placed on or attached to a unit or any other structure or common property other than in accordance with the Memorandum and Rules and with prior written approval from the RHHOA. 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 applies to items such as air conditioning units, shutters, awnings, aerials, satellite dishes, etc., even when not directly attached to the building).

### 3.5. **Glass Enclosures**

- 3.5.1. All glass enclosures must be approved by the RHHOA prior to installation and the process to be followed regarding the submission of requests for approval can be obtained from the RHHOA.
- 3.5.2. Across the front of patios/verandahs, frameless glass enclosures with retractable stacking doors/panels are permitted, in compliance with relevant legislative requirements and only with the prior written approval of the RHHOA. No fixed panels are permitted

across the front, other than to replace the balustrades in B2-type maisonettes.

- 3.5.3. Plans prepared by an architect for any glass enclosure must be submitted to the RHHOA and the Municipality.
- 3.5.4. Glass enclosures will only be approved if, after installation of any glass enclosure, the FAR (Floor Area Ratio) stipulated by both the RHHOA and the Municipality is not exceeded.
- 3.5.5. On submission to the Municipality, an engineer's appointment form must be provided together with the plans. After completion, a Glazing Engineer's Certificate must be issued and furnished to the RHHOA.
- 3.5.6. Approval by the Municipality must be obtained and proof of approval submitted to the RHHOA prior to installation.
- 3.5.7. If any portion of a verandah is enclosed, the entire verandah shall be included in the FAR calculations for the unit concerned.
- 3.5.8. Seamless glass may not be erected on any other portion of a unit and only verandahs on the living area level of a unit may be enclosed with glass.
- 3.5.9. All glass panels must be installed between or behind columns and positioned exactly in accordance with any approval given by the RHHOA and/or the Municipality.
- 3.5.10. Any sliding/folding doors already installed to the back of a covered verandah must remain intact.
- 3.5.11. Use of any space enclosed with glass shall remain a verandah and this usage may not change.
- 3.5.12. No curtaining will be permitted to the sliding / folding doors of a glass enclosed verandah or to the retractable seamless glass



itself. Only roller blinds or other glass coverings approved by the RHHOA from time to time will be permitted, subject to RHHOA specifications and with the prior written approval of the RHHOA.

3.5.13. Sandblasting/frosting or vinyl covering of glass used for an enclosure will be permitted, subject to RHHOA specifications, only with the prior written approval of the RHHOA.

3.5.14. No carpets are to be fitted to the area enclosed with glass.

3.5.15. Full verandah enclosure will be permitted in which event it will be treated as part of the verandah area as required by the Building Design Code.

### 3.6. **Fences**

All fencing (style, type and position) must comply strictly with the Building Design Code. No fencing may be installed without the prior written approval of the RHHOA and must be maintained, repaired and, when necessary, replaced by the Owner or Resident.

### 3.7. **Gazebos and Pergolas**

No gazebos, pergolas or any other similar type structure may be erected without the prior written approval of the RHHOA.

### 3.8. **Garden / Tool Sheds**

No sheds for tools or gardening equipment are permitted, whether freestanding or adjoining a unit.

### 3.9. **General Maintenance of Units**

3.9.1. The maintenance of the exterior of units shall be carried out by the RHHOA.

- 3.9.2. Any exclusive use area allocated to a unit shall be properly maintained by the Owner (or Resident in the case of leased property) and always be kept in a clean, tidy and neat condition.

**3.10. Failure to Maintain Units**

Where in the opinion of the RHHOA, the condition of a unit and/or an exclusive use area is not up to the standards required at Renishaw Hills, the RHHOA shall be entitled to give written notice to the Owner / Resident calling upon him/her to carry out the necessary repairs and maintenance within a specified time.

**3.11. Failure to Comply with Maintenance and/or Aesthetics Standards**

Should the Owner/Resident fail to carry out maintenance or other work as requested, the RHHOA shall be entitled to carry out the work required and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

**3.12. Airconditioners and Television Connectivity**

- 3.12.1. Airconditioners within Renishaw Hills are the prerogative and responsibility of Residents.

- 3.12.2. Television connectivity will be provided by the Association.

- 3.12.3. The positioning of satellite dishes, aerials and airconditioners, where required, are subject to specific rules, including non-visibility and colour coding. Permission for the positioning of any airconditioning unit, satellite dish or aerial must be obtained from the RHHOA prior to installation.

**3.13. Flags and Signs**

- 3.13.1. No flags, flagpoles, or radio aerials on poles may be erected on units at Renishaw Hills. Under special circumstances, for religious reasons only, relaxation may be considered upon written request to the Board. (This Rule shall not apply to any commercial unit,

subject however to and provided that the owner of the commercial unit obtains the prior approval of the Board).

3.13.2. No signs may be displayed at Renishaw Hills. This Rule shall not apply to the regulation notice board required by the Architectural Guidelines for the erection of new buildings, alterations and additions, or to the security and traffic signs. (This Rule shall not apply to any commercial unit, subject however to and provided that the owner of the commercial unit obtains the prior approval of the Board).

3.13.3. All decorative house name boards must conform to the size, colour and position in terms of the requirements of the RHHOA.

### 3.14. **Shade Cloth**

Shade cloth shall only be used to demarcate construction sites and is strictly prohibited elsewhere.

### 3.15. **External Structures/Fixtures**

The style and colour of external appurtenances to buildings, including awnings, shutters, blinds, lattices, water harvesting storage tanks are controlled by the RHHOA, and written authorisation for their erection must be obtained prior to installation.

### 3.16. **General Aesthetics / Standards**

3.16.1. Verandah / garden furniture or any other external appurtenances, decorations, decorative lights, drapes, buntings, umbrellas, signs symbols or whatever, which in the opinion of the Board, are aesthetically unacceptable or unsightly may not be displayed to view in any part of Renishaw Hills.

3.16.2. Garage doors and courtyard gates must be kept closed at all possible times other than when legitimate ingress or egress is taking place.

#### **4. OCCUPANCY AND USE OF A UNIT AND THE COMMON PROPERTY AREAS (INCLUDING EXCLUSIVE USE AREAS)**

##### **4.1. Use of a Unit**

- 4.1.1. The use of a unit shall be governed by the Scheme controls in operation from time to time at Renishaw Hills.
- 4.1.2. A dwelling may be used primarily for residential purposes (i.e. no business operations which necessitate clients visiting the unit or accessing Renishaw Hills to the detriment of the Security Procedures and parking and/or causing a nuisance or disturbance to nearby or other residents). All units are zoned single residential by the Municipality and no sub-letting is permitted. This includes loft rooms, garages and garden cottages.

##### **4.2. Occupation of a Unit**

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 (2).

##### **4.3. Water Heating and Chilling Installations**

- 4.3.1. As regards the water heating and chilling installations installed in and on parts of the common property areas and which are insured by the RHHOA, a Member who is entitled to the use and enjoyment thereof must pay the electricity consumption costs and maintain, repair and, when necessary, replace such an installation which serves that Member's unit or exclusive use area.
- 4.3.2. Where such water heating and/or chilling installations serve units or exclusive use areas owned by more than one (1) Member (i.e. a shared usage), the Members concerned shall share the consumption costs, and the maintenance, repair and replacement costs on a pro rata participation quota basis of the building concerned.

4.3.3. If, despite written demand by the RHHOA, a Member refuses or fails to:-

4.3.3.1. carry out work in respect of that Member's Section; or

4.3.3.2. repair or maintain the unit owned by that Member in a good state of repair;

and that refusal or failure threatens the stability of the common property, the safety of the building or otherwise materially prejudices the interests of the Association, its Members or the Residents generally, the Association must remedy the Member's failure and recover the reasonable cost of doing so from that Member, provided that in the case of an emergency, no demand or notice need be given to the Member or Members concerned.

#### 4.4. **Drying of Washing**

4.4.1. No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except on a screened drying yard or other designated area.

4.4.2. Items of washing must be reasonably screened from the direct view of neighbours.

#### 4.5. **Storage of Harmful Substances**

4.5.1. No harmful or flammable substances may be kept on Renishaw Hills.

4.5.2. The provisions of Rule **4.6.1** shall not apply to the keeping of such substances in reasonable quantities as may be required for domestic purposes, such as LPG gas, which has been installed by a registered installer, or where reasonable quantities of fuel for lawnmowers, recreational vehicles or for use in and on commercial units at Renishaw Hills.

#### 4.6. Refuse

- 4.6.1. The Municipality is responsible for the collection of refuse from Renishaw Hills. Each household is required to place refuse in the designated area at the designated times. It is not permitted to burn garden refuse, however, soft gardening off cuts and lawn cuttings may be placed in official garden refuse bags and put out for collection on the same days as domestic refuse.
- 4.6.2. Under no circumstances may refuse be put out and left on road verges overnight or over weekends.
- 4.6.3. No empty paint cans / tins or any other hazardous materials may be left out on the verge for collection under any circumstances. The Resident is responsible for ensuring that these materials are disposed of in a safe manner

#### 4.7. Exclusive Use Areas

- 4.7.1. Where a unit has been allocated the exclusive use of a portion of the common property within a sectional scheme:-
  - 4.7.1.1. in terms of the Sectional Titles Act and/or in these Rules in terms of STSMA, then the exclusive use area shall be used solely for the purpose as set out in the Sectional Plans and/or in the Exclusive Use Area Layout Plan annexed to these Rules, as the case may be; or
  - 4.7.1.2. by the Association, which will be entirely at the discretion of the Association, then the exclusive use area shall be used strictly in compliance with the conditions imposed by the RHHOA.
- 4.7.2. No resident shall use any portion of common property areas within Renishaw Hills for any purpose whatsoever without the prior written consent of the Board.

## **5. GARDENS AND GARDEN LANDSCAPING**

### **5.1. New Private Garden Landscaping**

- 5.1.1. All gardening and landscaping at Renishaw Hills shall be undertaken by the RHHOA.
- 5.1.2. A Resident shall only undertake gardening and planting on and within a designated area of an exclusive use area allocated to such Resident's unit in compliance with the Landscaping Protocol.
- 5.1.3. The installation of first time / initial or new gardens shall comply with the procedures and Rules as laid down by the RHHOA.
- 5.1.4. Private gardening is encouraged and all efforts to beautify Renishaw Hills are supported. Plant material shall be exclusively indigenous.
- 5.1.5. In order to ensure compliance with the amenity of Renishaw Hills, the approved Landscaping Protocol is to be adopted and followed. Any proposed garden design layout shall be submitted for approval by the RHHOA at the same time as the architectural plans are submitted for approval, and prior to the commencement of any garden installation. There is a time limit for the commencement and completion of gardens once the building of the unit is completed.
- 5.1.6. If the garden layout changes as construction progresses, then a revised layout must be submitted for approval.
- 5.1.7. The RHHOA shall be solely responsible for the maintenance of all private gardens in Renishaw Hills.
- 5.1.8. Trees may not be cut down, severely pruned or removed without prior permission from the RHHOA.

## 5.2. **Gardens Standards**

Where in the opinion of the Board the condition of a garden is not up to the standards required at Renishaw Hills, the RHHOA shall be entitled to give written notice to the Resident, calling upon him/her to carry out the necessary improvements within a specified time.

## 5.3. **Failure to Comply with Garden Standards**

Should the Resident fail to carry out such work as requested, the RHHOA shall be entitled to carry out the work required and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

## 5.4. **Revamp of Gardens**

Gardens that are substantially re-vamped must use a landscaper accredited by the RHHOA, and shall maintain the exclusive (100% (one hundred percent)) indigenous plant regime. If work starts before submitted plans have been approved, the work will be stopped immediately.

## 5.5. **Garden Refuse**

Garden refuse generated privately by a Resident must be placed in the official garden refuse bags (to be supplied by Owner) and stacked on the pavement together with domestic refuse on the days of the week appointed for collection of refuse in the specific village. Garden refuse may not be put out on any other day, nor left out overnight.

## 5.6. **Landscapes**

No landscaping shall be undertaken by any Resident at Renishaw Hills without the prior written permission of the RHHOA.



## 5.7. **Garden Maintenance Contractors**

- 5.7.1. All garden maintenance shall be undertaken by contractors engaged by the RHHOA.
- 5.7.2. If a garden area borders onto an Environmental Protected Area it is the RHHOA's responsibility to have a one (1) meter strip mowed between the garden area and the Environmental Protected Area, which will be carried out by the garden maintenance contractors engaged by the RHHOA, as and when necessary.
- 5.7.3. Mowing of the verge shall be undertaken by garden maintenance contractors engaged by the RHHOA.
- 5.7.4. The garden maintenance contractor shall remove any alien plants found at Renishaw Hills. Should there be an issue regarding this, the decision of the designated person in terms of the Landscaping Protocol shall prevail.

## 6. **PET CONTROL**

### 6.1. **Dogs**

- 6.1.1. Written permission must first be obtained from the Board of the RHHOA before a dog may be brought onto Renishaw Hills. This permission will not be unreasonably withheld, provided there is compliance with these Rules, in particular those as set out in Rule **6.1** and with any conditions as may be imposed by the Board when granting permission.
- 6.1.2. No more than two (2) dogs will be permitted per unit, provided that no dogs shall be permitted in any apartment unit.
- 6.1.3. Dogs must be of a small or medium breed and not be of a known aggressive breed that may pose a danger to Residents. In regard to the size of dogs, it is the responsibility of the owner to ensure

that they should be of a breed that does not exceed the small/medium requirements when fully grown.

- 6.1.4. Prospective residents may be granted permission to bring their existing dog into Renishaw Hills, despite them not complying with the small/medium requirements, if that dog is of advanced age (over 10 years), with the express condition that the acquisition of a further dog on the passing of the original pet, rules 6.1.1 and 6.1.3 apply.
- 6.1.5. All female dogs must be spayed and male dogs neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.
- 6.1.6. Every dog must at all times wear a collar with a legible nametag indicating the owner's name and telephone number. Dogs found running loose without a nametag may be handed over the SPCA and any costs incurred will be for the owner's account.
- 6.1.7. All dogs must be adequately contained in an area within a resident's unit and when outside the Resident's unit, dogs must be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on the common property areas of Renishaw Hills.
- 6.1.8. Owners of dogs must ensure that their animals are not permitted to bark incessantly and unnecessarily and thereby cause any disturbance to neighbouring units.
- 6.1.9. Municipality by-laws relating to dogs must be observed, including numbers, rabies and inoculations.
- 6.1.10. Fouling by dogs in common areas of Renishaw Hills, including allocated exclusive use areas must be removed immediately by the responsible owner of the dog. (For this purpose, owners are advised to carry a scooper or plastic bag whenever walking dogs outside of their unit).

6.1.11. Any dog on Renishaw Hills in contravention of these Rules is required to be removed forthwith on notice from the RHHOA.

6.1.12. No visitor may bring any pet onto Renishaw Hills.

## 6.2. **Cats**

6.2.1. Under no circumstances may cats be brought onto Renishaw Hills.

6.2.2. As Renishaw Hills falls within a registered Conservation Area, the RHHOA has an obligation to prevent loss or damage to all flora and fauna on Renishaw Hills, and a decision has been taken to the effect that cats will inevitably damage the bird life on Renishaw Hills.

6.2.3. Any cat on Renishaw Estate in contravention of these rules is required to be removed forthwith on notice from the RHHOA.

## 6.3. **Other Pets**

6.3.1. All pets, regardless of species, may not be allowed to be or cause a nuisance or cause a disturbance or annoyance to others through barking, howling or squawking. No pet may be left alone in a unit for a prolonged period of time.

6.3.2. Pets may not be left overnight unattended in a unit, and suitable arrangements of engaging a friend or house sitter must be made, or the pets must be taken to a kennel off Renishaw Hills.

6.3.3. No birds, whether in a cage or not, will be allowed in Renishaw Hills without the prior approval of the Board, and then subject to such Rules as the Board may impose from time to time. Aviaries are not permitted under any circumstances.

6.3.4. Pigeons, poultry, peacock, wild animals, livestock, snakes or other reptiles may not be kept by residents on Renishaw Hills.

- 6.3.5. Any animal, bird or reptile on Renishaw Hills in contravention of these rules shall be removed forthwith on notice from the RHHOA.

## **7. SECURITY**

### **7.1. General Security Procedures**

All procedures as set out in the Security Procedures are to be strictly observed at all times by all persons on Renishaw Hills.

### **7.2. Alarm Systems**

Alarm systems may be installed by reputable alarm monitoring companies. Any response to the alarm must be channeled through the RHHOA Security Control room. No alarm company response vehicle will be permitted onto Renishaw Hills. Only alarms that are of the silent type may be used as no sirens are allowed. A list of reputable companies may be obtained from the Security Manager.

### **7.3. Messenger of the Court, Sheriff of the Court and Police Officers**

Due to the nature of work of the above category of persons, and the judicial processes involved, the RHHOA may not obtain confirmation from Residents prior to these persons entering Renishaw Hills, nor may the Association deny these persons access to Renishaw Hills. However, Security personnel will ensure that valid court orders and/or warrants are produced before access is permitted. Security personnel will escort such persons to the premises and ensure that all relevant laws are observed.

### **7.4. Reporting to Security**

- 7.4.1. Security is a shared responsibility. Residents should report any suspicious or unlawful occurrence to the Security personnel immediately.
- 7.4.2. Complainant's names will not be supplied to offending Residents, unless the complainant authorises the divulgence of such details.

## 7.5. Access

- 7.5.1. Only persons permanently residing at Renishaw Hills, guests or those authorised to work at Renishaw Hills, may be enrolled on biometric or other access systems and/or issued access cards.
- 7.5.2. Each card holder shall be responsible for the safe keeping and ensure that the access card is not used by anyone other than the person to whom it was issued. Only one (1) card may be issued per person. If Security determines that another person is using an access card, they may confiscate or suspend or deactivate the access card.
- 7.5.3. On application for enrolment on any access system in use, the applicant must produce an original and a copy of his/her Identity Document, Driver's Licence or passport and pay a prescribed administration fee.
- 7.5.4. Access system enrolment shall only be permitted to persons over the age of eighteen (18) years or if the person is in possession of a valid driver's licence.

## 7.6. Security Gates and Booms

Every Resident shall stop at all security control gates and then proceed by operating his or her access card. Should a person not be in possession of his or her access card then the person may only proceed on being allowed to do so by the guard on duty after signing the "Residents without Access Card" register.

## 7.7. Pedestrian Access

- 7.7.1. All pedestrians entering or exiting through the gatehouse area must use the access system in operation and proceed through the pedestrian turnstile.
- 7.7.2. Residents' children under the age of eighteen (18) years arriving after hours at the security gate must be collected by their parents

and transported home as they are not permitted to walk to their residential unit from the gate.

#### **7.8. Access to and Egress from Renishaw Hills after Hours**

Between 23h00 and 05h30, all persons (including Residents) leaving Renishaw Hills may be asked for certain information for identification purposes at the security gatehouse.

#### **7.9. Visitor Procedures**

- 7.9.1. Any Resident who wishes a visitor to enter Renishaw Hills, must phone the Security Control Room to register that visitor, obtain a reference number and confirm that the visitor is listed on the Visitor Log. Alternatively, the resident may make use of the SMS system to perform the above function.
- 7.9.2. The reference number may only be used to enter/exit Renishaw Hills once.
- 7.9.3. An extended stay visitor will be issued with a temporary visitor access card allowing him/her access to and from Renishaw Hills. This access card will only be enabled for the period of time for which the visitor has approval. The access card will remain the property of the applicant (Resident) being visited. A visitor's card will not extend for a period longer than one (1) month. Where a visitor stays for a period in excess of a month, it will be a requirement that the person then be issued with an access card incorporating the holder's photograph.

## 7.10. Contractor Procedures

- 7.10.1. Contractors who intend to work at Renishaw Hills for a period of five (5) days or less, must obtain a temporary work permit to allow them access to Renishaw Hills. Contractors, who intend to work on Renishaw Hills for a period longer than five (5) days, must obtain an access card. Each person entering on a temporary permit must be in possession of a valid Identity Document which will be handed to Security personnel at the gatehouse on entry to Renishaw Hills. This access card will be returned on departure of the person.
- 7.10.2. All contractors must be registered with Renishaw Hills and/or with Security before entry is allowed. Registration shall require payment by the contractor of the annual administration fee due to the RHHOA.
- 7.10.3. Contractors are not allowed to walk off the site on which he/she is working at Renishaw Hills. Each contractor must be transported to and from the site where he/she is working by vehicle. Once on site, a contractor may not walk between sites under any circumstances. Any contravention of these rules may result in the contractor being removed from site and banned from future access to Renishaw Hills.
- 7.10.4. All work shall be conducted from Monday to Friday between 06h00 and 18h00. No after hours work is permitted between 18h00 and 06h00 Monday to Friday, or on Saturdays, Sundays and Public Holidays unless prior written approval of the Board has been obtained, and then only for exceptional emergency situations. All deliveries, with the exception of medicines and foodstuffs, shall be subject to this Rule.

## 7.11. Gate Houses and Booms

- 7.11.1. Gate houses are strictly out of bounds for anyone except Security personnel and other authorised persons.

- 7.11.2. Abuse of guards, in any manner whatsoever, is strictly prohibited. Any complaints regarding gates or their guarding must be directed to the Security Manager.
- 7.11.3. Tailgating (i.e. proceeding through the gates or booms when operated by a car in front) is strictly prohibited.

#### **7.12. Furniture Removal**

- 7.12.1. Access will only be granted to furniture removal vehicles on Mondays to Saturdays from 06h00 to 15h00. No furniture removal vehicle will be allowed onto Renishaw Hills after 15h00.
- 7.12.2. No access will be given to furniture removal vehicles on Sundays and public holidays.
- 7.12.3. Due to the nature of the Renishaw Hills' roads and vegetation, all large removal vehicles may be escorted to a designated area and a smaller shuttle vehicle is then required to transport furniture from the unit to the removal vehicles. This decision is delegated to the Security Manager.

### **8. USE OF ROADS**

#### **8.1. Speed Limits**

- 8.1.1. The roads at Renishaw Hills, situated within the fenced boundaries of Renishaw Hills are private.
- 8.1.2. The speed limit throughout Renishaw Hills shall at all times not exceed twenty-five (25) kilometers per hour. Any person found driving in excess of the speed limit, will be subject to a penalty. The presence of children and pedestrians as well as many undomesticated animals such as buck, monkeys, mongoose, leguans and wild birds requires drivers to exercise additional caution when using the roads.



## 8.2. **Pedestrians and Animals**

Pedestrians and animals must be given the right-of-way on roads within Renishaw Estate. Golf carts are to be given the right-of-way at the applicable crossings.

## 8.3. **Operating Restrictions for Vehicles**

8.3.1. No person shall drive or operate any vehicle upon any place within Renishaw Hills unless he/she is the holder of a valid driver's licence, and in the case of a golf cart, a valid cart permit must be issued by the Association. Vehicles shall only be operated on roads.

8.3.2. Operating any vehicle in contravention of the National Road Traffic Act within Renishaw Hills is prohibited.

## 8.4. **Parking**

Parking on sidewalks and open-lawned areas or in front of driveways to units is prohibited. The reasonable use of the sidewalks and lawns for parking for a limited period is permitted when circumstances require it, i.e., when contractor's vehicles and visitors cannot reasonably be accommodated within the parking area of a unit. Overnight parking on sidewalks, lawns or verges is strictly prohibited.

## 8.5. **Motor Bikes / Dune Buggies, Off-Road Bikes / Quad Bikes**

Unlicensed motorbikes, quad bikes and go-carts are not permitted to be driven anywhere within Renishaw Hills. Motor bikes, beach or dune buggies or any other motorized vehicle with a noisy exhaust system may only be driven quietly on the roads to allow access from the entrance gates to the unit and vice versa. These vehicles may not use golf cart paths.

## 8.6. **Boats, Trailers, Caravans and Motorhomes**

8.6.1. Boats, trailers and caravans and motorhomes shall be parked and/or stored in designated areas within Renishaw Estate, subject however to the availability thereof.

8.6.2. For the purposes of packing or unpacking, boats, trailers, caravans and motorhomes are permitted to be parked in the driveway of a Unit, in a position that does not interfere with road traffic, for a period not exceeding 2 (two) days.

## 8.7. **Golf Carts**

Golf carts may only be legally driven on roads at Renishaw Hills by licensed drivers. Golf carts may not be driven across lawns or other common property areas and must stay on the internal roads and designated golf cart access pathways.

## 8.8. **Cycling, Jogging and Walking**

Cycling, jogging and walking on and along designated paths within Renishaw Hills are permitted.

## 8.9. **Skateboards, Roller Skates and Powered Scooters**

Skateboarding, roller skating and the driving/riding of powered scooters are not permitted on the roads, sidewalks, and designated paths at Renishaw Hills.

# 9. **COMMUNAL, SPORTING AND RECREATION FACILITIES**

## 9.1. **Swimming Pools**

9.1.1. Swimming at the Association's swimming pools is only allowed between the hours of 05h00 and 21h00 each day.

- 9.1.2. An adult must accompany any child under the age of sixteen (16) years.
- 9.1.3. Pets are not allowed around the poolside or in the swimming pools.
- 9.1.4. Pool furniture must not be removed from the swimming pool facility.
- 9.1.5. The use of the swimming pools must be done in such a way so as not to create an unreasonable nuisance or disturbance to those Residents living in close proximity to or to those Residents using the swimming pools. No person shall use the pool in a manner so as to interfere unreasonably with the enjoyment of any other users.
- 9.1.6. No pool cleaning equipment, pumps, piping, etc., may be used or moved by Residents, and only the appointed persons (outside agents or specially authorised residents) may operate the equipment.
- 9.1.7. Surfboards, cold drink cans, glass and hard objects of any sort are totally prohibited in the swimming pools.
- 9.1.8. Community facilities at the swimming pools are for the exclusive use of Residents (Owners and tenants) of Renishaw Hills and their guests.

## 9.2. **Community Centre**

The Rules governing these facilities are as follows:-

- 9.2.1. At the temporary Community Centre, no reservations will be taken for Sundays and public holidays. Functions such as weddings, religious festivals, business meetings, parties and any event for gain may not take place at the temporary Community Centre.
- 9.2.2. The Community Centre facilities, which shall include a bar, lounge and dining area/restaurant may be booked by Members for special

functions by the Residents of Renishaw Hills at the office of the RHHOA. Private use of the facilities by non-Residents is not permitted.

- 9.2.3. Under no circumstances may any furniture be removed from the Community Centre. It is the duty of whoever uses the Community Centre to clear away all rubbish and stack away the cushions and chairs, and to leave the facility in a clean and tidy condition.
- 9.2.4. When the Community Centre is booked for use by a Member, exclusive use is only granted for the area under roof.
- 9.2.5. The swimming pool areas and additional braai facilities are available at all times for the use of Residents of Renishaw Hills and have to be shared.
- 9.2.6. The following may not be brought to or onto the Community Centre or facilities:- pets, horses/ponies, carousel swings, quad bikes, water slides, jumping castles and foam slides.
- 9.2.7. Children under sixteen (16) years of age must be accompanied by an adult at all times when at the Community Centre.
- 9.2.8. All private functions at the Community Centre must be booked through the office of the RHHOA at least one (1) week in advance.
- 9.2.9. At the discretion of the RHHOA, Security Guards may be posted while a private function takes place and the cost thereof will be for the resident's account.
- 9.2.10. A Resident will have the cost referred to in Rule **9.2.9** debited to Owner's levy statement.
- 9.2.11. The Community Centre shall close at 23h00 and Residents and their guests are to vacate these premises by that time. The RHHOA shall monitor noise and nuisance levels, and should there be excessive noise and nuisance then the Security Manager (or his duly authorised representative) shall, at his discretion, be

empowered to call on the resident to reduce the noise and nuisance levels, and failing to do so the Security Manager (or his duly authorised representative) may stop the event or function with immediate effect. (The peaceful residential amenity of all Residents at Renishaw Hills, and in particular those residing in close proximity to the Community Centre, is paramount).

- 9.2.12. The use of the Community Centre by Residents and their invitees, shall be entirely at their own risk. Under no circumstances shall the RHHOA be responsible for any personal injury loss or damage of any nature suffered by any person using these facilities.
- 9.2.13. With regard to the sale and consumption of liquor at the Community Centre the following Rules shall apply:-
- 9.2.13.1. the Developer shall apply to the relevant authorities to hold and operate an on-consumption liquor licence allowing for liquor to be sold and consumed in designated areas of the Community Centre, in particular in the bar, lounge and dining area/restaurant.
- 9.2.13.2. the Developer reserves the right to outsource the bar, lounge and dining/restaurant facility.
- 9.2.13.3. the consumption of liquor shall only be allowed on and within those areas of the Community Centre that are designated as the licensed premises. No liquor shall be sold for consumption outside of or off the licensed premises.
- 9.2.13.4. Residents and their invitees shall at all times comply with the liquor laws in operation from time to time, and in particular shall comply with any specific requirements relating to the granting of the liquor licence and/or in respect of the licenced premises as may be imposed by the KwaZulu-Natal Liquor Licensing Authority or other competent authority.
- 9.2.13.5. Residents who have booked the Community Centre or any part thereof as provided for in Rule **9.2.2** shall not

bring and/or consume their own liquor on or within the Community Centre, regardless of whether such part is designated part of the licensed premises, except with the prior written consent of the RHHOA.

9.2.14. These Rules as contained in Rule **9.2** shall apply equally to the temporary Community Centre facility, insofar as applicable.

**9.3. Horse Riding**

Horse riding on Renishaw Hills is not permitted and no horse may be brought onto Renishaw Hills.

**9.4. Dams, Lakes and Streams**

Swimming in any dams, lakes, streams or other unrestricted water areas at Renishaw Hills is not permitted.

**9.5. Camping**

Camping is not permitted anywhere within Renishaw Hills.

**9.6. Picnicking**

Picnicking is permitted in and on designated common property areas within Renishaw Hills.

**9.7. Fishing**

Fishing is prohibited in any dam, lake or stream on Renishaw Hills.

**9.8. Firearms**

Discharging of any firearm, air-gun or other lethal weapon is strictly prohibited at Renishaw Hills.

### 9.9. **Crossbows, Bow and Arrows**

No crossbows, bow and arrows, catapult, BB Gun or other weapon may be used at Renishaw Hills.

### 9.10. **General**

The communal and community facilities at Renishaw Hills shall not be used by guests or invitees unless accompanied by a Resident.

## **10. DOMESTIC EMPLOYEES**

### 10.1. **Domestic Employees**

For the purpose of these Rules, domestic employees shall be defined as “any assistant” paid by a Resident to perform normal household tasks, including cleaning, dusting, sweeping, washing, ironing, cooking or gardening. Residents shall be responsible to ensure that their employees / workers comply with all security requirements as well as all Rules of Renishaw Hills.

### 10.2. **Casual Workers**

Residents are encouraged not to use casual workers at Renishaw Hills. Should a casual worker occasionally be required then they must be recorded in and out at Security, where they have to leave their Identity Document and be escorted by the resident to and from a security gate.

### 10.3. **Transport of Domestic Employees**

10.3.1. Transport for domestic employees at Renishaw Hills will be provided Monday to Saturday at set times in the morning and afternoon. This transport service is not available on public holidays, and the transporting of domestic employees on public holidays will be the responsibility of the residents. Only registered access card holders are permitted to utilize the transport service. The RHHOA does not guarantee this service or accept any responsibility for any interruption in the service.

- 10.3.2. All domestic employees must comply with instructions from Security while boarding and travelling on transport provided by the RHHOA. Domestic employees must make use of designated stop points throughout Renishaw Hills. Where the transport service is unavailable, domestic employees may walk on Renishaw Hills between the unit where working that day and the entrance/exit gate.
- 10.3.3. All domestic employees shall display their access/identity cards prominently en route to and from their employer's unit.

#### 10.4. **Registration of Domestic Employees**

- 10.4.1. All domestic employees shall be registered on an annual basis from the date of their first registration and are to obtain an access card for entry to Renishaw Hills. Access cards will be validated only for recognised normal business hours unless authorised otherwise by the RHHOA. Registration shall require payment by Owners or occupiers of the annual administration fee due to the RHHOA.
- 10.4.2. No domestic employee is permitted to remain or reside at Renishaw Hills overnight, unless prior written authority has been obtained from the RHHOA. Under exceptional circumstances the management of the RHHOA may allow a relaxation of this Rule for a specific date or period.
- 10.4.3. Domestic employees may have access to Renishaw Hills from Mondays to Sundays but only during the hours of 06h00 and 18h00. Any variation from this must be authorised in writing by the RHHOA.
- 10.4.4. All requests for a relaxation of the Rules relating to domestic employees must be made to the RHHOA during normal working hours. In the cases of exceptional circumstances, residents requiring a relaxation of the Rules when the RHHOA is closed may



contact Security, who will refer the matter to the relevant Security Manager for consideration.

10.4.5. Instances of “exceptional circumstances” shall include illness, injury or incapacity or an emergency beyond the reasonable control of the resident.

10.4.6. Domestic employees are not permitted to receive visitors at Renishaw Hills.

10.4.7. Owners and occupiers shall be responsible for ensuring that domestic employees in their employ leave Renishaw Hills.

#### 10.5. **Au-pairs and nurses / critical care**

All au pairs and nurses must be registered with the RHHOA and the appropriate security clearance will be issued if all the required criteria related to such services are complied with.

#### 10.6. **Temporary Domestic Employees**

A temporary permit must be obtained through Security for a domestic employee who will be working less than five (5) days. The domestic employee must hand in his/her valid Identity Document every day on entry to Renishaw Hills, which will be returned when the domestic employee leaves Renishaw Hills. The Resident employing a domestic employee working for more than five (5) days must obtain an access card from the RHHOA. Temporary domestic workers are required to use the internal transport provided by the RHHOA.

## **11. LEVY PAYMENTS**

### **11.1. Levy Procedures**

11.1.1. Owners must pay levies in full and in advance by the first (1<sup>st</sup>) day of each and every month.

- 11.1.2. Owners whose levy payments are in arrears at the seventh (7<sup>th</sup>) day of the month shall be liable to pay interest on the unpaid and due amount, calculated at two percent (2%) above the prime rate of interest charged by First National Bank from time to time, from the first (1<sup>st</sup>) day of the month up until the date of payment.
- 11.1.3. Owners whose levy payments are still in arrears after thirty (30) days shall pay immediately on being billed the full amount due, together with the next levy due, plus interest on the full unpaid and due amount, calculated at two percent (2%) above the prime rate of interest charged by First National Bank from time to time from the due date up until the date of payment.
- 11.1.4. Owners whose levy payments are in arrears after sixty (60) days shall be handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account.
- 11.1.5. Any interest on, or collection fees for, due levies shall be considered to be part of the levy and treated as such.
- 11.1.6. Where an Owner may have a particular problem regarding payment of levies, he/she may approach the RHHOA with a request for special consideration and/or temporary relaxation of the above Rules, which consideration and any decision resulting therefrom shall be entirely at the discretion of the Board.
- 11.1.7. Levy amounts may not be reduced or set off against real or perceived, partial or non-provision of services or for any other reason whatsoever, unless previously discussed with and sanctioned in writing by the RHHOA. Owners who are "away" at month-end must make arrangements to ensure that the levy is paid by due date. Being "on holiday", "away overseas" or "away on business" and like excuses are not acceptable reasons for late payment of levies.

- 11.1.8. Owners shall effect payment of their monthly levy to the RHHOA by means of debit order which shall remain in operation and be maintained for so long as an owner at Renishaw Hills.

## **12. LEASE / SALE OF A UNIT**

### **12.1. Lease of a Unit**

- 12.1.1. The RHHOA must be advised prior to the renting / leasing of a unit. An Owner shall use the lease agreement documentation as prescribed by the RHHOA from time to time, without any alterations. A documentation fee shall be paid by the Owner.
- 12.1.2. Letting agents used by Owners for the purposes of renting/letting units shall comply with the directions of the RHHOA in operation from time to time.
- 12.1.3. The RHHOA's written consent to lease a unit to a specific lessee must first be obtained. The RHHOA shall be entitled to withhold such consent if there is non-compliance with the provisions as set out in this Rule **12.1**, provided such consent shall not be withheld without good cause. Lessees of a unit must be of good standing befitting Renishaw Hills and the names and contact details of such lessees must be furnished to the Association.
- 12.1.4. Owners shall inform lessees of the Rules of Renishaw Hills and furnish lessees with a copy of these Rules. Any contravention of the Rules by a lessee shall, in addition to any right of recourse against the lessee, be deemed a contravention by the Owner.
- 12.1.5. All lessees shall undergo an orientation by the RHHOA prior to occupation of the unit. Lessees must be introduced to the management of the Association prior to occupation.

## 12.2. Sale of a Unit

- 12.2.1. The RHHOA's written consent to the alienation, disposal, sale and transfer of a unit within Renishaw Hills must first be obtained. Prior to the grant of any such consent the Owner must have settled all his/her obligations to the RHHOA to the satisfaction of the RHHOA.
- 12.2.2. An intending purchaser is obliged, as part of any sale and purchase agreement, to become a member of the RHHOA.
- 12.2.3. An Owner shall use the sale agreement documentation prescribed by the RHHOA from time to time, without any alterations, when alienating, selling or transferring his / her unit at Renishaw Hills.
- 12.2.4. Estate agents used by Owners for the purposes of marketing and selling units shall comply with the directions of the RHHOA in operation from time to time.
- 12.2.5. Notwithstanding any other rights which the RHHOA may have in terms of these Rules, if an Owner fails to comply with the provisions of this Rule **12**, the RHHOA shall have the absolute right to withhold its consent to the Owner transferring his unit until the relevant Rule has been complied with in all respects.
- 12.2.6. Where an Owner wishes to sell a unit privately and does not wish to use the services of an estate agency, then the Owner shall ensure that all requirements of, and obligations to, the RHHOA are complied with prior to the conclusion of the sale, including the use of the sale agreement documentation as prescribed by the RHHOA.
- 12.2.7. The RHHOA will not consent to any transfer resulting from a sale by on-site public auction, unless such auction was held as a result of a court order.
- 12.2.8. The Owner and the purchaser of a unit shall be liable for those fees, charges and contributions as provided for in the

Memorandum of the RHHOA, including payment of the contribution to the Association's Levy Stabilisation Fund.

12.2.9. With specific regard to an Owner's liability to contribute to the Association's Levy Stabilisation Fund, certain of the provisions of the Memorandum relating thereto are repeated below:-

12.2.9.1. No unit shall be transferred, alienated (excluding the registration of a mortgage bond) or otherwise disposed of, (including the registration of a long lease) other than by the Developer, nor shall any shares, member's interest or beneficial interest in a company, close corporation or trust being an Owner be transferred, alienated, or otherwise disposed of without the prior written consent of the Developer, which consent shall not be withheld if a levy in the amount equal to 20% (twenty per cent) of the profit on the transfer, alienation or disposal of such unit, shares, member's interest or beneficial interest shall have been paid to the levy stabilisation fund.

12.2.9.2. For the purposes of this Rule **12.2.9.1.**, "profit" shall be the difference between the selling price as declared to the South African Revenue Service when such unit was sold by the Owner to a third party (less any selling commission on such sale), or the market value of such unit as determined by an estate agent appointed by the Association in the event of there being no sale, and the purchase price paid by the Owner when purchasing the unit (provided that where the Owner is the first purchaser of such unit from the Developer, the Owner shall add to the purchase price any amounts paid for extras, and as pre-approved by the Association, at the time the unit was constructed), or the market value thereof, when the Owner originally acquired the unit, as the case may be, and provided further that any transfer fees and transfer duty paid by the Owner when originally acquiring the unit shall be deducted in the calculation of the profit.

- 12.2.9.3. In the case of shares, member's interest or beneficial interest respectively in a company, close corporation or trust owning a unit, "profit" shall be the difference between the selling price of such shares, member's interest or beneficial interest (including loan accounts) when sold to a third party (less any selling commission on such sale), or the market value of the unit as determined by an estate agent appointed by the Association in the event of there being no sale, and the purchase price paid by the company, close corporation or trust when purchasing the unit (provided that should such company, close corporation or trust be the first purchaser of such unit from the Developer it shall add to the purchase price any amounts paid for extras, and as pre-approved by the Association, at the time the buildings on such unit was constructed), or the market value thereof, when the Owner (i.e. company, close corporation or trust) originally acquired the unit, as the case may be, and provided further that any transfer fees and transfer duty paid by the company, close corporation or trust as Owner when originally acquiring the unit shall be deducted in the calculation of the profit.

## **13. GENERAL**

### **13.1. General Conduct**

- 13.1.1. Respect and general consideration by all Residents for all other residents and all users at Renishaw Hills shall be exercised at all times.
- 13.1.2. Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other Resident(s), or his/her/their rights, in any manner deemed by the RHHOA to be

offensive and unacceptable, is strictly prohibited. This includes the beating of drums and playing of loud music.

- 13.1.3. Residents must take cognizance and ensure that their car alarms do not cause unnecessary disruption.
- 13.1.4. Abuse of Security personnel and all RHHOA staff members during the course of their duty is strictly prohibited. Abuse is constituted but not limited to physical, verbal and any form of intimidation.

### **13.2. Helicopters**

No helicopter or other aerial conveyance may land at any place at Renishaw Hills without the prior written consent of the RHHOA, and then subject to such special conditions as may be laid down. (This Rule shall not apply to legitimate emergency services performing special duties or rescue operations).

### **13.3. Burial, Slaughter and Curing of Animals**

- 13.3.1. No domestic animal carcass may be buried at Renishaw Hills.
- 13.3.2. No animal, bird or reptile may be slaughtered within Renishaw Hills.
- 13.3.3. No meat, skin, fish or carcass may be hung up to dry or to cure within Renishaw Hills.

### **13.4. Adverts / Publicity Material**

No private, religious or commercial advertising notices or brochures are permitted to be distributed at and or around Renishaw Hills. (This Rule shall not apply to legitimate notices to residents from the RHHOA).

### 13.5. **Hooting**

The use of car hooters within Renishaw Hills to beckon or attract residents or others is prohibited.

### 13.6. **Auctions, Jumble Sales or Garage Sales**

Any form of public or private auction or sale, jumble sale or garage sale anywhere within Renishaw Hills is prohibited, unless authorised by the RHHOA.

### 13.7. **Use of and Conduct in Open Spaces**

13.7.1. The lighting of fires in any open space at Renishaw Hills is prohibited. Braaing at an authorised function or as an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose, is permitted.

13.7.2. Disturbing, collecting or destroying of plant material is prohibited except by authorisation from the RHHOA.

13.7.3. The use of any open space in a manner or through conduct, which may unreasonably interfere with the use and enjoyment thereof by other Residents, or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.

### 13.8. **Wild Animals**

Disturbing, feeding, harming or destroying any wild animal or bird is prohibited. Should wild animals become a nuisance, the problem should be brought to the attention of the RHHOA.

### 13.9. **Feeding of Monkeys**

The feeding of monkeys at Renishaw Hills is prohibited. It is an offence to shoot any monkey or animals at Renishaw Hills.



### 13.10. **Graffiti**

No person shall deface any property at Renishaw Hills by writing, drawing, spraying or any other manner whatsoever.

### 13.11. **Power Tools**

No power tools may be used on weekends and public holidays, other than between the hours of 08H00 and 12H00, nor before 08H00 and after 17H00 on weekdays.

### 13.12. **Post Boxes**

13.12.1. Postal deliveries to a street address at Renishaw Hills is not permitted. Post boxes with street address will be available at designated points to act as an official collection point. This delivery/collection point will be deemed to be the official street delivery address.

13.12.2. All RHHOA official documents will be delivered to the post boxes referred to in Rule **13.12.1**. Every unit will be allocated a post box which will remain a part of the unit when transferring to a new owner.

13.12.3. It is an Owner's responsibility to replace, at the Owner's cost, any keys to the post box that have become lost or misplaced.

### 13.13. **Fireworks**

13.13.1. Religious and cultural rights are not recognized at Renishaw Hills and are superseded by the laws relating to Conservation Areas.

13.13.2. The lighting or letting off of fireworks within Renishaw Hills is strictly prohibited.

### 13.14. Parties and Functions on Renishaw Hills

- 13.14.1. Ordinary dinner parties and other social gatherings of reasonable proportions are considered part of normal living and of good social interaction. However, the holding of large celebratory functions at private residences within Renishaw Hills is discouraged for reasons of disruption to security, parking problems and general inconvenience to other Residents.
- 13.14.2. Large functions should be held at the Clubhouse where there is adequate parking and facilities. Special permission is required for any function to be held within Renishaw Hills where more than thirty (30) people may be attending. This permission must be timeously obtained prior to the proposed date of the function. When considering such a request, the RHHOA will take into account the position of the unit proposed to be used in relation to gates, proximity to neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed marquee; arrangements at gates, requirements for security and additional guards, as well as any other matter of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed appropriate.
- 13.14.3. Any private outside gathering at a unit may not extend past 23h00, after which time the gathering (and all persons) must move indoors.
- 13.14.4. Music being played at any function may not interfere with any neighbours.
- 13.14.5. The use of laser lights, strobe lights, or any other form of flashing lights is strictly prohibited at Renishaw Hills.
- 13.14.6. Restrictions imposed on any function shall be strictly adhered to.

### 13.15. **Builders' Shutdown**

No contractors are allowed onto Renishaw Hills during the annual builders' shutdown at the end of each year, other than for emergency repairs. The shutdown period is over the festive season and dates may be obtained from the RHHOA. Swimming pool and garden contractors will be permitted access to Renishaw Hills during this period.

### 13.16. **Fire Hoses**

Fire Hoses may not be used for any purpose other than to extinguish fires. Fire hose seals may not be tampered with in any way whatsoever.

## **14. FAILURE TO COMPLY WITH THE RULES**

14.1. If a Resident fails to comply with any provisions of any Rules, the RHHOA may:-

- 14.1.1. call for an explanation and/or apology from the resident and/or
- 14.1.2. impose a reprimand and require the resident to remedy the breach and/or comply with the relevant rule; and/or
- 14.1.3. may impose a penalty which has to be paid within fourteen (14) days of issue and shall be deemed to be a part of the levy due by the owner; and/or
- 14.1.4. withdraw any previously given consent applicable to a particular matter; and/or
- 14.1.5. order the resident to pay for damages resulting from non-compliance with any rule; and/or
- 14.1.6. take legal action against any resident for the enforcement of the rule/s.

- 14.2. Any contravention of the Rules by any person who gains access to Renishaw Hills on the authorisation of a Resident shall be deemed to be a contravention by the Resident concerned.
- 14.3. The actions to be taken and the penalties to be imposed for breaches or contraventions of the Rules shall from time to time be decided, and implemented, by the Board.
- 14.4. Should any Resident be aggrieved by any decision made by the Board, he/she may, after having first paid the penalty, lodge an appeal within seven (7) days of the penalty being paid, to the Board. The appeal should contain sufficient facts and/or information relating to the matter which the Resident concerned believes would justify a finding which is different to that initially imposed.
- 14.5. Penalties imposed for the breach of non-compliance with the Rules shall be deemed to be part of the levy due by the Owner.