



CONDUCT RULES

INTRODUCTION

The purpose of these Conduct Rules is to govern the Scheme and the management of the facilities. These Conduct Rules are not intended to limit the lifestyle of Residents, but rather to protect them, and are binding on all Owners, Occupiers and or visitors / guests. These Conduct Rules are administered and enforced by the Board of Trustees of the BMHOA and the Sub-Association. It is the responsibility of every Owner to ensure that all Owners, Occupiers and or visitors/ guest abide by these Conduct Rules.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Conduct Rules, the following words shall, unless the context clearly indicates otherwise, have the meanings hereinafter assigned to them
- 1.1.1 Architectural Guidelines means the Architectural Guidelines, attached to the Constitution, and available on the Website of the Developer;
- 1.1.2 BMHOA means the Belladonna Estate Master Home Owners Association;
- 1.1.3 Board of Trustees means the Trustees assembled as a board and refers to the Board of Trustees of the Sub-Association or BMHOA, if applicable;
- 1.1.4 Conduct Rules means the Conduct Rules as is provided for in this document and as may be amended from time to time by the Board of Trustees;
- 1.1.5 Constitution means the Constitution of Development as well as the Constitution of the BMHOA;
- 1.1.6 Developer means MSP Developments (Proprietary) Limited Registration number 2001/019488/07 or its respective successors in title or assigns;
- 1.1.7 Development means the Development known as Belladonna Estate to be developed by the Developer;
- 1.1.8 Development period means the date of transfer of the last saleable property in the Development or the date the Developer notifies the Sub-Association or BMHOA if applicable, that it waives its right herein conferred upon it, whichever is the earliest;



1.1.9	Family	means the head of a household, being a adult, his/or her spouse as well as any natural descendants of the head of the household and his/her spouse;
1.1.10	Levies	means the Levies that will be payable by the Owner to the Sub-Association or the BMHOA, if applicable;
1.1.11	Local Authority	means the Local Authority having jurisdiction over the Development, being the City of Cape Town;
1.1.12	Occupier	means any person or persons occupying any property, other than the Owner;
1.1.13	Owners	means any registered Owner of a property in the Cape Town Deeds Registry;
1.1.14	Public Open Space	means any portion of the Development, indicated as such, on the General Plan, approved by the Surveyor-General;
1.1.15	Public Roads	means any Public Roads as approved by the Local Authority, indicated on the General Plan, approved by the Surveyor-General, within the Development;
1.1.16	Residents	means any Owner or Occupier of a property within the Development;
1.1.17	Restriction Date	means 3 (three) years after the date of registration of transfer of the property in favour of an Owner in the Cape Town Deeds Registry;
1.1.18	Sub-Association	means the Home Owners Association in respect of the Development established for the Development in terms of the Land Use Planning Ordinance No 15 of 1985 and which Sub-Association has a Constitution which will be approved by the Local Authority;
1.1.19	Website	means the Website of the Development available on the internet at the following Website address: www.belladonnaestate.co.za .

2. ANIMALS

- 2.1 An Owner or occupant shall not, without the prior written consent of the Board of Trustees, which consent may not be unreasonably withheld, keep more than 2 (Two) dogs and 2 (Two) cats on the Property. No reptiles, cattle, birds or the like may be kept on the Property.
- 2.2 The Board of Trustees may withdraw such consent in the event of any breach of any condition of these Conduct Rules or the Constitution.





- 2.3 Pets must be kept in suitable enclosures and be prevented from straying off the relevant Owner's Property.
- 2.4 Pets shall not be allowed on the Public Open Space unless under strict control and on a leash. Dog and pet Owners must ensure that they carry with them a receptacle and clean up any mess created by their animal. If any pet digs holes and/or otherwise damages any portion of the Public Open Space, the relevant Owner shall be required to repair the damage.

3. DOMESTIC REFUSE DISPOSAL

- 3.1 An Owner or Occupier of a Property shall:
 - a. maintain in an hygienic and dry condition, a wheelie bin for refuse within his Property.
 - b. All refuse shall be kept in suitable wheelie bins which shall not be visible from any road, except when placed in suitable containers for the purpose of collection. No wheelie bins may be left on the Public Open Space or in a place where it will be visible from any road, for a period of longer than 24 hours and only on that day that the refuse will be collected by the Local Authority.
 - c. Residents ensure that before refuse is placed in such wheelie bin it is securely wrapped, or in the case of tins or other containers, completely drained.
 - d. Residents will be informed by the Local Authority of the days when refuse collection will take place.
- 3.2 The Local Authority may, from time to time, by written notice to all Residents prescribe the type and size of refuse containers to be obtained and used.
- 3.3 It shall be the duty of every resident to adhere to any amendments of the Conduct Rules by resolution of the Trustees.

4. VEHICLES/TRAFFIC

- 4.1 No Owner or Occupier shall park or cause any vehicle to stand upon the Public Open Space or road reserve without the prior written consent of the Board of Trustees.
- 4.2 The Board of Trustees, at their discretion, may call to have a vehicle removed or towed away which has been parked, standing or abandoned on the Public Open Space without the Owner's consent, at the risk and expense of the Owner of the vehicle.
- 4.3 All Owners and Occupiers shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the road surfaces, road reserves and Public Open Spaces, or in any other way deface the Public Open Space or roads.



- 4.4 No Owner or Occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the Public Open Spaces or on his Property at any stage, provided that such repairs may be effected on the Property of an Owner or Occupier with the prior written consent of the Board of Trustees having been obtained and subject to the condition that the consent may not be given for a period longer than 48 (Fourty Eight) hours.
- 4.5 Motorised vehicles are not permitted on private open spaces and side walks.
- 4.6 A maximum speed limit of 20 km/h (twenty kilometer per hour) shall apply on all Public Roads, provided that lower speed limits may be imposed where this is deemed necessary. The Board of Trustees reserve the right to introduce any traffic calming measures, including but not limited to speed bumps, etc, subject to the consent of the Local Authority.
- 4.7 Pedestrians, animals and birds shall at all time have the first right of way on and about the Development.
- 4.8 No caravan, boat, trailer, motor cycle, bicycle, tricycle, or commercial vehicle may be used or parked on the Public Open Space or be parked on the road edges.
- 4.9 Caravans, tents, Wendy houses and trailers may not be used for accommodation whatsoever.
- 4.10 Caravans and boat with trailer, commercial vehicles (maximum 3 ton) may not be permanently parked in the Development, provided that it may be parked on the Property of an Owner or Occupier, behind gates, with the prior written consent of the Board of Trustees having been obtained.
- 4.11 Should an Owner /Occupier damage any Public Roads or Public Open Space, they will be liable for all cost and repairs.
- 4.12 All structures and improvements in the Development utilized for the accommodation of persons, must be built with brick and mortar and must be approved by the Board of Trustees, subject to the Architectural Guidelines, before the date of commencement of the construction thereof.
- 4.13 No Owner may allow any unlicensed person or vehicle to drive on the Public Roads.
- 4.14 Hooters shall not be sounded on the Public Roads other than in the case of an emergency.

5. DISTURBANCE

- 5.1 Any act or conduct, save for normal landscaping, which disturbs or tends to disturb the peace and tranquility of the Development and its Residents, is not permitted.



5.2 Excessive and unnecessary noise by vehicles, appliances, tools, pets and/or excessive noise by individuals as determined by the Board of Trustees in their sole and unfettered discretion from time to time, as well as other sources attributable to a resident constitutes a disturbance of peace in terms of these Conduct Rules.

5.3 Quiet time should be kept during the following times:

Mondays to Thursdays: From 22h00 to 08h00
Fridays and Saturdays: From 24h00 to 08h00
Sundays: From 13h00 to 16h00,
and from 22h00 to 08h00.

6. DAMAGE, ALTERATIONS OR ADDITIONS TO THE PUBLIC AREA

6.1 No alterations to the Public Open Space are allowed. Only the Board of Trustees, subject to the consent of the Local Authority, have the right to amend any portion of the Public Open Space, when required.

7. APPEARANCE FROM OUTSIDE

7.1 The pattern of burglar bars at the windows and the safety gates of any property should conform to the Architectural Guidelines.

7.2 The burglar bars shall be affixed on the inside of a dwelling constructed on a Property.

7.3 The gates and bars shall conform to the Architectural Guidelines.

7.4 An Owner or Occupier of a Property shall not place or do anything on the patios, stoeps, and gardens which in the discretion of the Board of Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Property.

7.5 An Owner or Occupier shall ensure that the drive way is maintained at all times. The drive way must be free of oil, paint, etc. spills as well as weeds.

7.6 An auction may not be conducted on any part of the Property.

8. SIGNS AND NOTICES

8.1 No Owner or Occupier of a property shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Public Open Space or his/her Property so as to be visible from outside the Property without the written consent of the Board of Trustees first having been obtained.





9. LITTERING

9.1. Owners or Occupiers of a Property are not permitted to litter on Public Open Space or roads whatsoever.

10. LAUNDRY

10.1 An Owner or Occupier of a Property shall erect his / her washing lines not to be visible from the road edge front.

11. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

11.1 An Owner or Occupier shall not store any material, permit or allow to conduct any other dangerous act on his Property or on the Public Open Space.

12. LETTING OF PROPERTIES

12.1 All tenants of Properties and other persons granted rights of occupancy by any Owner of the relevant Property are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

12.2 An Owner (or his agent) who intends to let a Property shall furnish his tenant with a copy of these Conduct Rules.

12.3 Owners shall give the Sub-Association or BMHOA, if applicable, prior written notice of any tenants or guests who are to occupy the Owner's residence in the absence of that Owner. The Owner will be required to register the guests and tenants.

12.4 All tenants must sign a "Tenant's Acknowledgment of the Conduct Rules" declaration stating that he/she is acquainted with these Conduct Rules and acknowledge that these Conduct Rules are binding and enforced.

12.5 If any tenant, guest or employee fails to comply with the Conduct Rules a fine will be imposed on the Owner, at the discretion of the Board of Trustees.

12.6 No Property may be occupied by more than one Family without the prior written consent of the Board of Trustees.

13. RESALES/AUCTIONS

13.1 Membership shall be transferred by the registration of a Deed of Transfer in the Deeds Registry at Cape Town, passing transfer of one or more Properties to the new Owner.





- 13.2 No Property shall be sold or transferred without the prior written consent of the BMHOA and the Sub-Association where any amount in terms of the Constitution is due and payable in respect of any Property.
- 13.3 No property shall be sold or transferred within the Restriction Period.
- 13.4 The Developer reserves the sole sales mandate for all sales and marketing during the Development Period.

14. SECURITY PROCEDURE

- 14.1 All Residents will abide by the security procedures of the Development as determined by the Board of Trustees from time to time.

15. BUSINESS TRADING

Belladonna is a residential Development, no Owner or Occupier shall be allowed to operate a business or guest house from its Property.

16. LANDSCAPING / MAINTENANCE OF PRIVATE GARDENS

- 16.1 An Owner or Occupier must adhere to the landscape guidelines as prescribed by the Developer. These guidelines are available from the BMHOA.
- 16.2 An Owner or Occupier to ensure that the private garden within their Property, road reserve to the roads edge are maintained at all times and shall be subject to the standards required by the Sub-Association and BMHOA. Should the standards not be adhered to, the Sub-Association or BMHOA, if applicable, shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to.
- 16.3 No liability will be accepted by the Sub-Association, BMHOA or the Developers for any damage, accidents or injury to any person caused in the Development.
- 16.4 Landscaping guideline plan will be available from the BMHOA.

17. ERADICATION OF PESTS

- 17.1 An owner shall keep his Property free of white ants, borer and other wood destroying insects and to this end shall permit the Board of Trustees and/or their duly authorized Agent's and/or employees, to enter upon his Property from time to time for the purpose of inspecting the Property and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the Property, replacement of any woodwork or other material forming part of such Property which may be damaged by any such pests shall be borne by the owner of the Property concerned.





18. MONTHLY CONTRIBUTIONS

- 18.1 All Levies are payable 2 months in advance by the Owners and are to be paid before or on the 7th (seventh) day of every month.
- 18.2 Should an owner be in arrears with any payment, he may be given a written warning to pay arrears within 10 (ten) days of the date of the letter. Should he not pay within 10 (ten) days, the Board of Trustees shall have the right to take the following steps:
- 18.2.1 To stop all normal services to the unit until the arrears amount has been paid. These services may include amongst other electricity supply, water supply, refuse removal and the maintenance of the Property. The owner or lessee are obliged to give access to the unit to the Trustees or their representatives in order that they may effect the above arrangements. The owner remains liable for payment of the full monthly contribution during the period in which the above services are suspended. Lessee will be informed of any proposed suspension of services on the same day as delivery of the letter of the demand to the Owner.
- 18.2.2 Despite the above, the Trustees may sue the owner for arrears contributions or any other amounts due and owing by the owner to the Sub-Association or BMHOA.
- 18.2.3 Interest at 25% (twenty five percent) per annum plus a fine shall be levied on all arrears amounts with effect from the first day of the month on which the owner became in arrears.
- 18.2.4 Should the owner as referred to in sub-rule 18.2.3 above, be summonsed, or receive a letter of demand from any attorney in order to collect the arrears amounts, costs will be payable on a scale as between attorney and own client.
- 18.3 The Board of Trustees do not have to send monthly statements to Owners. Should an Owner become in arrears, only a letter of demand will be served.
- 18.4 Should an Owner require statements of accounts, he will be liable for the costs thereof.

19. PENALTIES

- 19.1 A person contravening any of the Conduct Rules herein, may receive a written warning from the Board of Trustees or its agent as well as a penalty of R100 (One hundred Rand) for each infringement. Should the trespasser be a guest of an inhabitant, the Board of Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.
- 19.2 In such warning is not heeded and any Conduct Rules thereafter being contravened by such person, or somebody residing with him, or somebody in his service, or a guest, within a period of 2 (two) months from date of the written warning, a fine in the sum of R500 (Five hundred Rand) may be levied against the Owner's Levy account for each



infringement thereafter, and he will be obliged to pay same promptly. This right to fine the trespasser does not impinge on any other rights which the Board of Trustees may have against such trespasser. Should the trespasser be a guest of an inhabitant, the Board of Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.

- 19.3 The penalty may be adjusted annually at the General Annual Meeting should the members find it necessary.

20. GENERAL

- 20.1 The owners have confirmed that they are aware of the fact that this Sub-Association shall be a member of the BMHOA and that the Sub-Association might have to pay levies to the BMHOA.
- 20.2 No Property in this Development shall be transferred to a new owner without the prior written consent of the BMHOA and the Sub-Association.
- 20.3 The Constitution of the BMHOA and the Sub-Association are available on the Website.

21. EXCLUSIVE USE OF GARDEN AREAS AND COMMON GARDEN AREA

- 21.1 The garden area of each Property shall be kept in a tidy and neat condition, and be watered sufficiently. Every Owners shall have the lawns mowed regularly.
- 21.2 A garden area may not be used in such a fashion as to detriment the safety, appearance and attractiveness of the Development.
- 21.3 A garden area shall at all times be kept neat. No rubble, paper, sand, bricks, etc. may be deposited, thrown or permitted on the property



We hereby agree with the above mentioned conduct rules and will adhere to them.

Signed at _____ on this _____ day of _____ 20__

As witnesses

1. _____

2. _____

Purchaser(s)

