

ADAR GARDENS

HOMEOWNER'S ASSOCIATION

CONDUCT RULES

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INTRODUCTION

Living in our complex means being part of a community of people who share a secure and high-quality lifestyle. Conduct Rules for Adar Gardens provide a means of protecting this lifestyle through an acceptable code by which residents may live together, reasonably and harmoniously, without interfering with others enjoyment to the benefit of all. The powers given thereunder to the Trustees of the Homeowner's Association is the protection of this lifestyle and the architectural standards of the complex.

Happy and harmonious community living is achieved when all residents genuinely respect and consider each other and will ensure agreeable accord and contented association in the complex and greatly assist in achieving a happy community.

In the event of disputes between residents arising from any reason whatsoever, including annoyance or nuisance, the involved parties should attempt to settle the matter between themselves, exercising respect, tolerance and consideration. Where the dispute cannot be resolved the matter should be brought to the attention of the Trustees for arbitration or settlement.

The Trustees have been given the task of the management, control and administration of the complex. The Trustees have the right to substitute, add to, amend or repeal any rule, subject to the approval of an extraordinary meeting. 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.

The Trustees also have the right to impose financial penalties (fines) to be paid by those members who fail to comply with the rules. Fines, where imposed shall be deemed to be part of the levy due by the owner. Further, the Trustees may enforce the provisions of any rule by application to the courts.

Let "Good neighborliness, consideration for others and harmonious community living" be our motto!

RULES OF CONDUCT FOR ADAR GARDENS

1. Applicability

- 1.1. These rules are enforceable in law and must be observed by all owners, residents of the complex, their families, employees and visitors. All owners and/or tenants, on taking transfer of a property or concluding a rental lease agreement, agree to the rules of the Homeowner's Association and acknowledge the duties, functions and powers given to the Trustees in terms of these rules.
- 1.2. Any lease agreement concluded between an owner of a property within the complex and a tenant must include reference to these rules as being binding on the tenant and a copy of the rules must be supplied to the tenant. Any failure to include such reference shall not constitute grounds for non-compliance with these rules.
- 1.3. The responsibility for the insertion of reference to these rules into the lease agreement rests exclusively with the owner of the property.
- 1.4. In the case of conflict between these rules and any lease concluded in respect of any property within the complex, these rules shall take precedence.
- 1.5. Any owner of a property within the complex shall disclose to a prospective purchaser the existence of these rules and shall include in the sale of property agreement the following clause:
- 1.6. The purchaser verifies by virtue of his signature to this sale agreement that he/she has read and fully understood the rules of the complex and unconditionally agrees to abide by them.

2. Payment for Services

- 2.1. The owners of the properties in the complex are responsible for all amounts due and payable to the Homeowner's Association.
- 2.2. All payments must be timeously made into the Adar Gardens banking account
- 2.3. Any outstanding amounts owing to the Homeowner's Association shall bear interest calculated at 2.5% above the current ruling prime lending rate per annum after a 30-day period.
- 2.4. No clearance certificate for the sale of property in the complex shall be issued by the Trustees of the Homeowner's Association or its appointed managing agents if any amounts are owing to it by the owner.

- 2.5. Any legal costs incurred by the Homeowner's Association in respect of any legal steps taken against an owner for non-payment of any monies owing to the Homeowner's Association shall be recoverable from the owner on an attorney and own client scale.

3. Building, Maintenance, Alterations and Additions

- 3.1. Prior to owners obtaining municipal approval to erect any building or structure upon their stand, they shall submit to the Homeowner's Association, through the appointed managing agent, plans and specifications detailing the proposed nature, kind, shape, height and material of the proposed alteration, building or addition, together with a non-refundable application fee, details of which shall be advised by the managing agent.
- 3.2. The Homeowner's Association shall submit the plans and specifications to an architect of its choice in order to confirm that the proposed building or structure conforms in all respects with the structure and style of buildings previously erected in the complex.
- 3.3. The Homeowner's Association, or the managing agent on its behalf, will communicate the approval (or lack thereof) to the owner in writing.
- 3.4. Should such plans be approved and an owner wishes to proceed with the erection of the proposed building or structure upon their stand, a refundable deposit shall be paid to the Homeowner's Association in respect of possible damage to common property. The refundable deposit shall be determined by the Trustees but shall not be less than R2500-00 (Two thousand five hundred rand).
- 3.5. The Trustees of the Homeowner's Association shall have the right to offset any costs incurred in respect of repairs to damage caused to the common property against the deposit providing that the homeowner has been given fair opportunity to carry out such repair to the satisfaction of the Homeowner's Association.
- 3.6. On conclusion of the alterations and providing that no damage to property has been suffered, such deposit will be refunded to the owner.
- 3.7. Owners are responsible for the proper maintenance of the inside and outside of their properties (including vacant properties), so that it is retained in a state of good order and repair. No clearance certificate, for the sale of the property shall be issued if the property is not in good order and repair.
- 3.8. No owner or resident shall paint, alter or add to the exterior of any property, including pavement areas adjoining the roadways of the complex, without prior written consent from the Trustees of the Homeowner's Association. No owner or resident shall paint any property in a colour other than the approved colour scheme as specified by the Trustees of the Homeowner's

Association. Failure to adhere to the aforesaid may result in the said Trustees raising penalties against the non-compliant owner.

- 3.9. Notwithstanding the approval granted by the Homeowner's Association for additions or alterations, it is the duty of the owner to obtain the necessary consent from both his neighbours and that of any local authority which may be required.
- 3.10. Requests for the consent of the Homeowner's Association for additions and alterations shall be in writing and shall be accompanied with plans and specifications showing the nature, kind, shape, height, material and colour of the proposed alteration or addition.
- 3.11. Residents are not permitted to leave any type of rubbish or materials, building or otherwise, on the pavements of the complex. It is an express condition that any building rubble may not be dumped in any of the common areas of the complex and is to be removed from the complex by the resident concerned.
- 3.12. The Trustees of the Homeowner's Association has the right to remove such materials if not removed timeously and the owner will be held liable for the costs of such removal.
- 3.13. All work, construction / alterations or any repairs and maintenance undertaken shall be carried out or conducted by an owner resident, whether him/herself or by use of a contractor or otherwise, as set out in this clause shall only be carried out during the following times:
- Mondays – Fridays (both inclusive) between 08:00 and 17:00, and
 - Saturdays between 09:00 and 14:00
- 3.14. No work, construction / alterations or any repairs and maintenance undertaken shall be carried out or conducted by a resident whether him/herself or by use of a contractor or otherwise set out in the above, where the prior written consent of said resident's neighbors and Trustees, authorizing work, repairs or maintenance during any other times have been obtained:
- Outside the hours set out in 3.13 above and,
 - On Sundays and Public / Religious holidays.
- 3.15. Household refuse, securely contained in a refuse bag or trolley bin, should be left on the pavement outside each unit and only on the morning upon which the refuse is ordinarily collected by the Municipality.
- 3.16. No littering or dumping of materials is permitted in any part of the complex, nor on any land adjoining property or roadway.
- 3.17. Residents shall keep their gardens adjoining the roadways of the complex (verge/pavement) in a neat and tidy condition. Should such gardens not be kept in a neat and tidy condition the Trustees of the Homeowner's Association shall have the right to attend to such garden

maintenance at a cost to the relevant homeowner. The cost to be charged for this garden maintenance will be determined by the Trustees of the Homeowner's Association but will not be less than R150-00 (Fifty rand) for each occurrence and will be charged to the relevant owner's levy account.

- 3.18. The owner or resident of a property shall not place or do anything on any part of the property which is aesthetically displeasing or undesirable when viewed from an adjoining property or roadway. The trustees of the Homeowner's Association shall have the right to take decisions in respect of any such object or thing and advise such owner, with reasonable notice, to remedy any such displeasing or undesirable object. Should an owner fail to act on such notice the Trustees will have the right to approach a competent court for the appropriate relief at the cost of the owner on the Attorney and own client scale.

4. Security, Intercoms and Access Control

- 4.1. The complex perimeter is protected by an electrified fence. Tampering with the system will result in electric shock and activation of an alarm. No responsibility will be borne by the Association for any injury caused to any resident or their visitors/guests as a result of such tampering and all costs for rectification of damages to the electrified fence will be borne by the person who causes the damage.
- 4.2. The intercom of the complex serves as a communication between the residents in the property and visitors to the complex. No resident is to grant entry to unknown persons.
- 4.3. It is the responsibility of every resident to notify visitors of the number of their property in order to avoid unnecessary disturbance to other residents resulting from the incorrect activation of the intercom system by a visitor.
- 4.4. Tampering with the intercom system is not allowed and any costs for damages caused to it will be borne by the owner or resident concerned.
- 4.5. Residents of the complex are required to abide by all security procedures which may be instituted from time to time.
- 4.6. Residents must not give instructions to security officials that are contrary to those given by the Homeowner's Association.
- 4.7. Each household is responsible for the provision of adequate remote controls for their own use to operate the opening and closing of the main gate. In the event of loss or damage to the remote controls, the residents will be responsible for the replacement thereof at their own cost.
- 4.8. Residents are responsible to notify the Managing Agent of lost / stolen remotes so that they can be removed from the gate coding, in order to avoid unwanted persons in the complex.

- 4.9. The common areas are monitored by a CCTV camera system. The purpose of the system is that it could hopefully assist in the prevention of crime, and or the recording of crime for evidentiary purposes. This system may in no way be used for personal or private purposes and any abuse or contravention of the initial purpose will not be allowed.
- 4.10. Tampering or damaging the CCTV camera system is not allowed and any costs for damages caused to it will be borne by the owner or resident concerned.
- 4.11. The CCTV camera footage is under the control of the Trustees of the Homeowner's Association and no personal information of any owner or resident obtained via this footage will be disclosed unless required in terms of criminal proceedings, and or references in Legal Act (action) No homeowner or resident will be allowed access to this footage.

5. Tenants / Occupants

- 5.1. Every homeowner who does not occupy his/her Unit him/herself or lets or sublets his/her unit to a tenant shall for each lease agreement or agreement regarding occupancy of such Unit entered into:
- 5.2. Supply the Homeowner's Association in writing the full names of the tenants/occupants, the full contact details of the tenants/occupants and the dates of commencement and termination of the lease or other agreement within **14 days** from signature or conclusion thereof, whichever is earlier.
- 5.3. At the homeowner's own expense append to the lease or other agreement alternatively supply the tenant/occupant as the case may be with a copy of these Conduct Rules.
- 5.4. Homeowners shall ensure at all relevant times the tenants/occupants and their visitors and staff strict and full compliance with these Conduct Rules.
- 5.5. Without limitation of the Trustees powers to levy fines or penalties in any way in respect of the homeowner's non-compliance or breach of 5.1.1 and 5.1.2, no such non-compliance or breach shall constitute a valid legal defense to be raised in respect of any such fine levied or raised.
- 5.6. Be responsible for all acts or omissions of the tenants/occupants/owners as the case may be as if the homeowner him/herself had committed such act or omission him/herself and shall make good to the satisfaction of the Trustees any damages caused by the tenants/occupants/owners or their visitors, guests or domestic staff as a result of any such action or omission.
- 5.7. Without limitation of the provisions contained in 5.2 and/or any provision contained in these Conduct Rules in respect of fines and/or penalties levied for any breach thereof – in instances of repeated contraventions of these Conduct Rules by any tenants/occupants and their visitors

and staff, the Trustees may without limitation of the provisions of 5.2 or any provision contained in these Conduct Rules to compel the Owner to terminate the agreement with such tenants/occupants.

6. Domestic Staff

- 6.1. The Trustees shall be informed in writing of the particulars of domestic staff employed by a resident.
- 6.2. Residents must ensure that their domestic staff do not loiter or cause undue noise on the common property or elsewhere.
- 6.3. Residents must instruct their domestic staff to refrain from allowing another person access to the complex unless specifically approved by the resident. If the employee is found to be letting strangers into the complex, the resident will be held responsible.
- 6.4. Conduct rules must be communicated to all domestic staff by the respective resident.

7. Vehicles

7.1. Speed Limit

- The speed limit within the complex is 15 kilometers per hour and must be strictly adhered to. Inappropriate, fast and inconsiderate driving is not permitted. Should any owner, tenant, visitor, employee, child or any individual associated with any owner drive recklessly or inconsiderately, the Trustees will have the right to impose a fine on such owner to a maximum of R500-00 (Five hundred rand) to be determine at the discretion of the Trustees.

7.2. Parking of Motor Vehicles

- All motor vehicles must be parked having due regard to the convenience of other residents. No vehicle will be permitted to obstruct the flow of traffic.
- The parking of trucks (other than for purposes of delivery), caravans, boats, trailers and the like, is not permitted on the roadways, pavements or common areas of the complex.
- The execution of vehicle repairs of any nature in the complex is strictly prohibited and all residents must ensure that their vehicles do not have any leaks which will stain any of the surfaces of the common property (including driveways and pavements of units) within the complex. The resident concerned will bear all costs incurred for the

cleaning of such stains and the rectification of such damages regardless of whether such stains or damages were caused willingly or unwillingly.

- The Homeowner's Association may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned in the complex in contravention of these rules.
- Parking of vehicles in the complex is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Homeowner's Association or its agents, contractors or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him may suffer in consequence of the vehicle having been parked in the complex.
- All motorcycles, go-carts, or any other vehicles emitting excess noise shall be used with due consideration of all residents.

7.3. Right of Way

- Pedestrians and cyclists shall at all times, whilst in the complex, have the right of way.

7.4. Garages

- Garages are to be used for the prime purpose of parking vehicles only.
- All residents shall ensure that garage doors are closed at all time unless in use.

7.5. General Vehicle

Residents shall observe and ensure that they and their guests, visitors and staff:

- Observe and comply with all road signs displayed on the Property.
- Not drive their vehicles within any part of the Property in any manner which creates a nuisance to other residents or is considered by the reasonable person as unsafe or is a threat to general safety. All need to adhere to the speed limit.
- Not to allow any person without a valid drivers' license to drive any vehicle within the common Property.

8. Use of Property

- 8.1. The properties within the complex are intended for the use of habitation only and may not be used for any other purpose. The use of the properties for business activities is not permitted unless authorized in writing by the Trustees of the Homeowner's Association.

- 8.2. The storage of any hazardous material and/or substance on the properties by any resident at any given time is prohibited. The Trustees have the right to remove any hazardous material from the property; this cost shall be for the owners account.
- 8.3. The properties within the complex may under no circumstances portray any image, which in the opinion of the Trustees of the Homeowner's Association, could in any way harm the overall image of the complex.
- 8.4. Washing lines and washing should, insofar as is possible, not be placed so as to be visible to neighbours.
- 8.5. No auction, garage sale or any other sale shall be permitted on the Property or in any portion thereof without the prior written approval of the Trustees.
- 8.6. Residents shall not use their unit, or permit it to be used, in such a manner or for such purpose as shall cause a nuisance to any other residents.

9. Noise

- 9.1. In the interests of good neighbourliness, it is expected that any entertaining will be contemplated only after prior consultation with neighbours who may be disturbed or in any way negatively affected by such activities. However, any entertaining is strictly prohibited on the pavement areas of properties, in the roadways or in common areas of the complex. Such entertaining shall include but not be limited to; street parties, braais and jumping castles, etc.
- 9.2. Excessive and unnecessary noise must be avoided at all times and due consideration must be given to other residents.
- 9.3. Radios, musical instruments, hi-fis, televisions, as well as any other item emitting noise may only be used in such a manner so as not to cause any form of disturbance or inconvenience to any resident of the complex.
- 9.4. Should any entertainment / party exceed the time of 22h00 such entertainment / party shall be moved indoors and volume of all musical instruments, hi-fi's, televisions or any other device shall be reduced so as not to disturb any neighbours or residents. Should such noise (including excessive conversation) disturb any neighbour or resident the Trustees of the Homeowner's Association shall have the right to inform the South African Police Services and lay a complaint of disturbing the peace against such owner / tenant.
- 9.5. The use of lawn mowers / weed eaters / leaf blowers or any other electrical equipment is not permitted before 09h00 and after 14h00 on Sundays.
- 9.6. Hooting

- Hooting is not permitted on the premises either at the front entrance or elsewhere in the complex.

9.7. General Noise

- The use of lawn mowers / weed eaters / leaf blowers or any other electrical equipment is not permitted before 09h00 and after 14h00 on Sundays.
- All work, construction or any repairs and maintenance noise are to be kept within the hours set out in rules 3.13.
- Complex staff, private employees and any other agents must make every effort to perform their duties quietly and avoid vocal disturbance on the common property.

10. Conduct of Children

- 10.1. Children are subject to the Conduct Rules in the same way as adults.
- 10.2. Children playing in the grounds of the complex do so entirely at the parents' risk and no responsibility of whatsoever nature will be borne by the Homeowner's Association for any injury or damage caused as a result of such activity.
- 10.3. Parents of children are responsible to ensure that their children playing in the complex do so with due respect to other Homeowners and/or residents' properties and their right to privacy.
- 10.4. Parents of children playing in the complex are responsible to ensure that noise levels are kept to a minimum at all times. The Trustees of the Homeowner's Association will be permitted to take whatever action is necessary should children be found to be in contravention of this rule.
- 10.5. Residents must supervise and control their children and their visitors' children in order to avoid damage to the common property and inconvenience to other residents. In particular, children must not tamper with electric boxes, water meters, entrance / exit gate, intercom system, cars parked, plants and the irrigation system, climb on walls, fixtures and fittings or play with the taps on the common property.
- 10.6. No BB guns, ketties, slingshots, pellet guns or any other type of toy that can cause harm to other children, residents or animals are allowed to be used in the complex.
- 10.7. Residents will be held responsible for damage or loss of any kind whatsoever, caused by their children or that of visitors' children
- 10.8. For their safety, children are not allowed to ride tricycles/bicycles and skate boards, roller blades and so forth, or play on the common property near the gate entrance and exit.

11. Animals and Pets

- 11.1. Residents may keep a maximum of two pets on the property, unless the written approval of the Homeowner's Association has been obtained.
- 11.2. All owners shall ensure that their animals, when making use of the property, wear collars bearing tags containing the names and telephone numbers of their owners.
- 11.3. It is the responsibility of each owner to maintain an active tick and flea program to prevent the spread of pests and ensure that their pets are vaccinated and stay up-to-date on vaccinations.
- 11.4. Any pet found unaccompanied within the complex or otherwise in contravention of the rules may be removed by the Homeowner's Association. Any costs incurred as a result of such removal shall be borne by the resident owning the pet and the Homeowner's Association shall not be liable for any injury to any pet removed or for any other loss incurred by the resident.
- 11.5. The owner of any pet shall immediately remove any excrement deposited by such pet on the common property of the complex. A fine may be imposed on owners who do not clean up after their pets.
- 11.6. No resident or their visitors may provoke, harass or tease any pets and may not terrify or cause any stress or fear to any pets with fireworks or by any other means.
- 11.7. All owners should adhere to the Animals Protection Act, which relates to the welfare of animals and obey the local by-laws pertaining to animals.
- 11.8. The Homeowner's Association accepts no responsibility for any injury or attack by any animal in the complex, and should such incident occur the relevant owner of such animal will be held responsible.
- 11.9. Dogs
 - Dogs should not be left to roam in the complex and must be leashed and under control when walking with owners in the complex.
 - Owners are to ensure that their dogs do not bark, whimpers or howls incessantly, disturbing other residents.
 - Residents and their visitors are prohibited from inciting a dog against a person, animal or bird, or allow a dog in his/her custody or under his/her control to attack or put fear into any person, animal or bird
 - Residents may not bring a dog into any common areas if the dog is in a habit of charging at or chasing people or vehicles, which could be considered as dangerous or ferocious.

11.10. Cats

- Cats should be kept indoors at night to avoid night roaming and fighting, causing a nuisance to residents.
- Bells/tags must move freely on collars as to make a sound to warn birds that a cat is in the area.
- Stray cats are not to be fed by residents as this could possibly attract more cats (feral), rodents/pests and diseases.

12. Gardens

12.1. Residents of a unit shall maintain their gardens, including the verge/pavement area of their property in a neat and tidy condition and for their own account. Residents shall trim or prune trees on the pavement of their properties, especially low-hanging branches which may obstruct the flow of traffic in the roadway.

- Mondays – Fridays (both inclusive) between 08:00 and 17:00, and
- Saturdays and Sundays between 09:00 and 14:00

12.2. No plants or flowers may be picked from, nor may any damage be caused to the garden areas on the common property.

12.3. Wall plants and creepers must be properly maintained and not be allowed to cause damage to walls, brickwork or other parts of the structure and must be cut back. Any damage caused, will be repaired for the account of the resident.

12.4. Gardening Services

- Any gardening services utilized by the Homeowner's Association are directly responsible to the Trustees and have been instructed not to respond to personal requests by residents. Any such personal requests given by any resident will be deemed to have a cost which will be charged to the resident

13. Refuse and Pests

13.1. Refuse

- Household refuse, securely contained, is to be placed in proper refuse disposal bags inside the 240L wheel bins, should be left on the pavement outside each unit only on the morning upon which the refuse is ordinarily collected by the Municipality.

- All refuse bins are to remain within the homeowner's premises on non-removal days. No refuse bins or bags are to be left outside units on any other day.
- Residents must keep their bins in a hygienic and dry condition. It remains the resident's responsibility to clean/sanitize their bins.
- Complex bins are not to be used for residents' refuse and is solely for the use of refuse of the complex common areas.
- It is the responsibility of each Unit to ensure that their bin is clearly marked and that they have their own bin. Bins should be kept within their own property, out of sight from the roadway. The Homeowner's Association do not bear any responsibility for missing bins or for replacing them.

13.2. Litter

- No resident shall litter, deposit or throw any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever, onto any part of the Property.
- Residents shall ensure that visitors and contractors attending to maintenance or improvements to their units, on their behalf, do not litter on the Property.

13.3. Pests

- Residents must keep their Units free of white ants, borer beetle and other wood – destroying insects, rats and cockroaches and shall permit the Trustees, Managing Agent and their duly authorized agents or employees to enter the Unit and take such action as may be reasonably necessary to eradicate such pests. The costs of the inspection, the eradication of any pests and of the replacement of any infested woodwork, shall be borne by the homeowner of the Unit concerned.

14. No – Liability / Access

- 14.1. The Homeowner's Association or its agents (including the Managing Agents) shall not be liable for any injury, loss or damage of any description which any resident of a Unit or any member of his/ her family, his/her employee or domestic staff or his/her relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his/her or their property, directly or indirectly, in or about the common property, its amenities or in the individual Unit for any act done or for any neglect on the part of the Homeowner's Association or any of the Homeowner's Association employees, agents or contractors.
- 14.2. No resident shall unreasonably deny the Trustees or their lawful agents, nominees, contractors or employees access to any part of the Property for the purposes of inspection or repair.

15. General

- 15.1. Disorderly behaviour and any act, which may jeopardize the safety and/or security of any person in the complex or harm in any way the image of the complex or cause any damage to the complex or private property will not be tolerated.
- 15.2. The Homeowner's Association or its agents shall not be liable for any injury or loss or damage of any description which any owner, resident, any member of their families, their employees, servants, relatives, friends, acquaintances, visitors, invitees or guests may sustain physically or to their property, directly or indirectly, whilst in the complex or by reason of any defect in the complex, its amenities or, individual sections within the complex or for any act done or for any neglect on the part of the Homeowner's Association, its employees, servants, agents or contractors.
- 15.3. No illegal acts or activities shall be conducted or be permitted on any part of the property or premises. Where residents have sufficient proof of such activities being conducted by any person in contravention of any law, they should report that to the local police or 10111 immediately and inform the Managing Agent thereof in writing as soon as reasonably possible thereafter.
- 15.4. No homeowner / resident of a unit shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a unit, so as to be visible from outside of the unit.
- 15.5. Such signs, notices, billboards and advertisements shall be removed by the Trustees and the affected building or unit restored to its original state both at the cost of the homeowner concerned.
- 15.6. Fireworks are strictly prohibited.

16. Enforcement of rules / Fines

- 16.1. It is the responsibility and in the direct interest of every resident of the complex to ensure that these rules are adhered to by all residents and any deviations and/or violations should be reported in writing to the Homeowner's Association.
- 16.2. Any contravention or breach of any of these Conduct Rules may, without any prior written warning to the homeowner concerned, be punishable by the Homeowner's Association raising a fine or penalty against such homeowner's levy account. The homeowner shall be notified of the details and nature of such offence, breach or contravention concerned in writing.

- 16.3. Fines or penalties shall be added to the monthly levies payable by the homeowner and is both due and payable by the homeowner concerned on receipt of such levy statement.
- 16.4. Fine amounts not stipulated elsewhere, will be based on the values below but may vary at the discretion of the Trustees, within reason.
- First infringement R250.00 per offence
 - Second infringement R500.00 per offence
 - Third and any further infringements R1000.00 per offence
- 16.5. The Trustees have the right to amend these amounts from time to time in their sole discretion, within reason.

17. Notices

- 17.1. Every owner of a property undertakes to notify the Homeowner's Association or the managing agent of their postal and physical addresses as well as at least one contact telephone number when requested to do so. They further undertake to notify the Homeowner's Association immediately, and in writing, when a change of the above particulars occur.

18. Protection of Personal Information Act, No 4 of 2013 (POPI) – Declaration

- 18.1. The members consent to Adar Gardens Homeowners Association, its Trustees and/or the appointed management agent, accessing, storing, screening or processing its personal information, as defined in the Protection of Personal Information Act 4 of 2013 (POPI), which Adar Gardens Homeowners Association, its Trustees and/or the appointed management agent reasonably requires. This is subject to Adar Gardens Homeowners Association, its Trustees and/or the appointed management agent complying with all provisions of POPI
- 18.2. Adar Gardens Homeowners Association, its Trustees and/or the appointed management agent undertakes to process, store and disseminate the member's information in a manner that is compliant with the provisions of POPI and compliant with the following principles:
- 18.2.1. Accountability;
 - 18.2.2. Processing limitation;
 - 18.2.3. Purpose specification;
 - 18.2.4. Further processing limitation;

18.2.5. Information quality;

18.2.6. Openness;

18.2.7. Security safeguards; and

18.2.8. Data subject participation.

19. Approval

These rules were approved 23rd October 2021

CHAIRMAN OF THE ASSOCIATION

I, _____, ID number _____, hereby confirm that I accept and will at all times abide by the conduct rules of the Adar Gardens Home Owners Association.

Signature_____

Date_____