

DIGTEBY

ESTATE

(An Association established in terms of sec 29 of Ordinance 15 of 1985)

ESTATE RULES

(Made by the Executive Committee of the Digteby Homeowners Association)

November 2007

DIGTEBY ESTATE DISCLAIMER

Any person wishing to enter the Digteby Estate and/or make use of the Private Open Spaces or Communal Facilities in the Estate, does so at her or his own risk. The Digteby Homeowners Association (DHOA) and the registered Owners, their agents, employees and appointees, shall not be liable for any injury, loss or damage to any person or property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees. Without in any manner derogating from the above, all entrants to the Estate make use of the streets thereon, whether public or private, at their own risk. Whilst every effort is made to secure and monitor the Estate, the DHOA and registered Owners, all their agents, employees or appointees, shall not be deemed to have warranted the safety of any person or property (whether movable or immovable) on the Estate.

WARNING

The Estate has a security system comprising perimeter security, access control and physical patrolling. The system has a detection purpose only. It serves as a deterrent and is not guaranteed to prevent any intrusion into the Estate.

The Estate is surrounded by an electrified fence, which could cause injury if touched.

DIGTEBY ESTATE RULES

PART I – GENERAL CONDUCT

PREAMBLE

The primary objectives of the Digteby Homeowners Association (DHOA) are, firstly, the promotion and enforcing of standards for community living so that Occupiers may derive the maximum collective benefit therefrom, and, secondly, the maintenance of basic aesthetic standards to enhance property values in the Estate. It aims to provide Occupiers with a superior quality lifestyle, offering safe and harmonious community living.

The DHOA's Constitution provides for the establishment of an Executive Committee (Excom) to exercise certain of its powers. To achieve the DHOA's objectives, Excom has under these powers made certain conduct rules and have laid down certain architectural guidelines that are binding on all Owners.

The pride of the Estate depends on the extent of the contribution of every Occupier towards maintaining a pleasant and safe environment as well as a neat and attractive streetscape.

The security of the Estate is regarded as of paramount importance.

1. Definitions

In these Rules, unless the context indicates a contrary intention, the following words and expressions have the meanings attached thereto:

- 1.1. **Building Contractor:** Any person who engages in the construction of a new dwelling or additions to, or the alteration or renovation of, an existing dwelling or the erection of a pergola, fence or boundary or retaining wall or the laying of paving, whether for herself or himself or on contract or subcontract for an Owner.
- 1.2. **Building Plans:** Drawings and specifications for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of, an existing dwelling or for the erection of a pergola, fence or boundary or retaining wall or the laying of paving.
- 1.3. **Communal Facility:** Any land, facility or communal building in the Estate that belongs to the DHOA and that may be used for the purposes, and on the conditions, from time to time determined by Excom or the DHOA.
- 1.4. **Constitution:** The Constitution of the Digteby Homeowners Association made in terms of section 29 of the Land Use Ordinance, No 15 of 1985, as amended from time to time.
- 1.5. **Controlling Architect:** The architect from time to time appointed by Excom for aesthetic control of all Building Plans prior to submission thereof for Municipal approval.
- 1.6. **Erf:** Any piece of land in the Estate with its own number on the Surveyor-General's general map and the title to which is registered separately in the Deeds Office, including a section in a sectional title scheme.
- 1.7. **Estate:** The Area known as Digteby Estate.

- 1.8. **Excom:** The Members of the Executive Committee from time to time appointed and elected in accordance with the provisions of the Constitution.
- 1.9. **Managing Agent:** The agent time to time appointed by Excom to assist it with the day-to-day administration of the Estate, its affairs, transactions and finances.
- 1.10. **Municipality:** The Stellenbosch Municipality.
- 1.11. **Occupier:** Any person residing in the Estate, irrespective of whether she or he is an Owner or a member of the household of an Owner, or a tenant occupying property of an Owner in terms of a lease or any other arrangement.
- 1.12. **Owner:** The registered Owner of a property.
- 1.13. **Vehicle:** Any mode of transport, including, but not limited to, a motorcar, motorcycle, truck, caravan, trailer or boat.
- 1.14. **DHOA:** The Digteby Homeowners Association established in terms of section 29 of the Land Use Ordinance, No 15 of 1985, as amended from time to time.

2. Owner's Obligations

- 2.1. An Owner must ensure that –
 - 2.1.1. all members of her or his household and her or his tenants and visitors comply with these Rules and any regulations issued there under, notwithstanding any contrary provision contained in a lease or grant of rights of occupancy;
 - 2.1.2. any person employed by her or him and any person visiting such person, and any Building Contractor, Estate Agent or Service Provider who enters the Estate for her or his purposes, complies with these Rules and any regulations issued there under, notwithstanding any contrary provision contained in a contract of engagement.
- 2.2. If an Owner sells or lets her or his property or any part thereof, she or he must ensure that the buyer or tenant is provided with of a copy of these Rules.
- 2.3. An Owner may not use, or permit to be used, her or his property or any part of the Communal Facilities in a manner or for a purpose that will cause a nuisance or create a disturbance, or that will be injurious to the reputation of the Estate.
- 2.4. After having received reasonable notice from the Managing Agent, an Owner must allow a person authorised thereto by the Managing Agent, to enter her or his Erf to –
 - 2.4.1. prune trees, shrubs and plants which interfere with the proper functioning of the security system, impede the flow of vehicular traffic or pose a safety hazard; or
 - 2.4.2. repair or carry out maintenance of any pipes, wires, cables and ducts being used or capable of being used in connection with any Communal Facility, including the security system.
- 2.5. If a person is obstructed or hindered in performing any work contemplated in this Rule, the Owner concerned will be liable for any additional costs incurred by Excom in the performance thereof.

3. Security Measures

- 3.1. Any person entering the Estate must comply with the systems and procedures relating to access control and other security related measures that are from time to time implemented by Excom, and must heed the security directives of the Estate Security Personnel and treat them in a co-operative and respectful manner.
- 3.2. An Owner is, on completion of the prescribed form and on payment of the applicable fee, entitled to one or more access cards.
- 3.3. An Owner may, on completion of the prescribed form and on payment of the applicable fee, be issued with an access card or permit for a domestic or garden worker employed by her or him, or her or his tenant, in the Estate on a regular basis.
- 3.4. An Occupier who wishes to employ a person in the Estate for a single engagement or a limited number of engagements, must accompany that person to and from the Main Entrance and must complete the Access Control Register in respect of each such engagement: Provided that if the Occupier is unable to accompany such person, she or he must inform the Estate Security Personnel at the Main Entrance of the intended engagement and provide them with sufficient information to enable them to recognise the person concerned.
- 3.5. A non-resident, including but not limited to a visitor, Estate Agent, Service Provider and a delivery vehicle driver, must complete the Access Control Register before entry into the Estate will be allowed.
- 3.6. An access card or access permit holder who arrives at the gate without a card or permit or whose card has been de-activated, will be allowed access only after completion of the Access Control Register and on production of valid identification.
- 3.7. An access permit holder must at all times carry the permit on her or his person while in the Estate.
- 3.8. If an access card or access permit holder loses it, she or he must forthwith report this to the Managing Agent. A replacement card or permit will be issued only on payment of the applicable fee.
- 3.9. An access card or access permit holder may not make her or his card or permit available to another person to gain entry into the Estate.

4. Unsightly Objects

- 4.1. An Occupier may not without the written permission of the Managing Agent expose, install, place or erect any item at a property which could, in the opinion of Excom, be considered unsightly, aesthetically displeasing or undesirable or detrimental to the appearance of the Estate when viewed from a street or Communal Facility.
- 4.2. A washing line may not be erected, and washing may not be hung out, in such a way that it is visible from a street or a Communal Facility.
- 4.3. An Owner may not place, or permit to be placed, any sign, notice, billboard or advertisement of any kind whatsoever on any part of her or his property so that it is visible from a street or Communal Facility without the written permission of the Managing Agent.

5. Traffic Control

- 5.1. Unless specifically stated otherwise in these Rules, the normal statutory traffic laws apply in the Estate.
- 5.2. A speed limit of 40km/h applies in the Estate.
- 5.3. Vehicles must at all times be operated with the utmost care in the Estate and may not be operated anywhere other than on the streets in the Estate.
- 5.4. Vehicles that, in the opinion of Excom, are unroadworthy or produce excessive noise, will be prohibited from entering the Estate and/or being operated in the Estate.
- 5.5. Unlicensed vehicles and unlicensed drivers may not use the streets in the Estate.
- 5.6. Vehicles may not be parked or left unattended in such a manner that they may cause an obstruction to other road users or impede the flow of vehicular traffic.
- 5.7. Skateboards, roller blades and similar may not be used on streets, sidewalks and pedestrian walkways in the Estate.

6. Communal Facilities

- 6.1. A person who makes use of any Communal Facility in the Estate must be considerate and exercise proper care when doing so.
- 6.2. A person may not in any way damage or deface a Communal Facility or any item placed or installed, or structure erected, by the DHOA in or on a Communal Facility.
- 6.3. Building rubble, refuse, litter or unwanted articles or material may not be deposited, thrown, placed, stored or dumped, or permitted or allowed to be deposited, thrown, placed, stored or dumped, in or on a Communal Facility.
- 6.4. Open fires or braais are permitted in designated areas only.
- 6.5. Trapping, shooting, harassing or in any way harming of birds or animals in the Estate, are prohibited.
- 6.6. Trees, shrubs or plants may not be removed from or planted in or on a Communal Facility without the prior written permission of the Managing Agent.
- 6.7. A vehicle may not be abandoned in or on a Communal Facility and may not without the prior written permission of the Managing Agent be parked or stood in or on such Facility other than in a demarcated parking bay.
- 6.8. Parking or standing of a vehicle in or on a Communal Facility is subject to the express condition that such vehicle is parked or stood at its owner's risk and responsibility and that no liability will attach to the DHOA, its agents or employees for any loss or damage of whatever nature which the vehicle's owner, or any person claiming through or under her or him, may suffer in consequence of the vehicle having been parked or stood in or on such Facility.
- 6.9. The person responsible for a vehicle must ensure that it does not drip fluid onto a street or Communal Facility or in any other way damage or deface DHOA property. After removal of

such vehicle the person responsible for it must clean or repair the area concerned, failing which the Managing Agent may clean or repair the area for the account of the person concerned.

7. Maintenance of Properties and Streetscape

- 7.1. An Owner must maintain the external appearance of her or his property, including the buildings, outbuildings, boundary walls, retaining walls and fences and any other improvements on the Erf forming part of the streetscape in a state of good repair to the satisfaction of Excom.
- 7.2. All external walls may be painted only in the approved colours.
- 7.3. An Owner must maintain her or his garden and the sidewalk between the street boundary of her or his Erf and the kerb, in a neat and tidy state to the satisfaction of Excom.
- 7.4. Building rubble, refuse, litter or unwanted articles or material may not be placed, stored or dumped on undeveloped Erven or sidewalks or in or on a Communal Facility.
- 7.5. Refuse bags may be placed on the sidewalk only in the morning of the day for which refuse collection is scheduled. If refuse is not collected on the scheduled day, the Occupier must remove the bags to a place where they cannot be reached by foraging pets.
- 7.6. Trees, shrubs or plants may not be removed from or planted on sidewalks without the prior written permission of the Managing Agent.
- 7.7. An Owner may not allow trees, shrubs or plants in her or his garden or on the sidewalk between the street boundary of her or his Erf and the kerb, to impede vehicular traffic or interfere with the functioning of the security system.
- 7.8. An Owner must at all times maintain her or his undeveloped Erf in a neat and tidy state to the satisfaction of Excom.

8. Pets

- 8.1. An Occupier may not keep more than two dogs or two cats on her or his property.
- 8.2. An Occupier may not keep –
 - 8.2.1. any poisonous, exotic or other undomesticated pets; or
 - 8.2.2. poultry, pigeons, aviaries or livestock.
- 8.3. An Occupier may in a special case, in the sole discretion of Excom and on such conditions as it may determine, be permitted by Excom by to keep a pet that would otherwise not be allowed.
- 8.4. Pets may not roam the streets or Communal Facilities, and must be tended and kept on leash when in streets or in or on Communal Facilities.
- 8.5. An Occupier must ensure that her or his pet does not create a nuisance or cause a disturbance.

- 8.6. An Occupier must at least once a day remove any excrement deposited by her or his pet inside her or his Erf and must immediately remove any excrement deposited by her or his pet outside her or his Erf.
- 8.7. A pet must wear a collar fitted with a tag indicating the contact details of its owner.
- 8.8. Pets must be neutered, spayed or similar and must be regularly inoculated.
- 8.9. An Occupier may not neglect her or his pet by, for example, leaving it to fend for itself or failing to provide it with medical attention.
- 8.10. No person may inflict physical cruelty on a pet or subject it to violence.

9. Business Activities

- 9.1. A person may not conduct a business or practice a trade on or from a residential Erf or residential sectional title property in the Estate without the prior written approval of Excom and the Municipality.
- 9.2. If the applicant is not the Owner of the residential Erf, the written permission of the Owner for such an application must accompany the application to Excom and the Municipality.

10. Security Wall and Fence

- 10.1. A person may not damage or remove any part of the security wall or fence or tamper with the security system or any of its components or in any way obstruct it so as to prevent it from functioning properly.
- 10.2. No attachments may be made to the security wall or fence without the prior written permission of the Managing Agent.
- 10.3. No signage whatsoever may be erected against or on top of the security wall or fence.
- 10.4. Trees, shrubs or plants that in the opinion of Excom are likely to interfere with the proper functioning of the security system may not be planted in the close proximity of the security wall or fence.

PART II – ESTATE AGENTS AND SERVICE PROVIDERS

1. General

An Occupier must ensure that her or his mandated Estate Agent or Service Provider is aware of these Rules and complies with them.

2. Estate Agents

- 2.1. An Owner must ensure that her or his mandated Estate Agent registers with the Managing Agent by completing the prescribed form and paying the applicable fee prior to commencing any selling or letting activity.
- 2.2. An Estate Agent may operate on a “by appointment” basis only and must personally accompany her or his clients.
- 2.3. Estate Agent's signage –
 - 2.3.1. must comply with the standards and specifications determined by the Managing Agent;
 - 2.3.2. may be erected or placed only with the prior written permission of the Managing Agent; and
 - 2.3.3. may be erected or placed only in accordance with the Municipal regulations.
- 2.4. Only one "For Sale" or "To Let" sign per Estate Agency may be erected or placed at the property concerned.
- 2.5. If a property is on show on a particular day, the Estate Agent concerned –
 - 2.5.1. must provide the Managing Agent in writing with the detail of the property concerned at least three [3] working days before the intended showing;
 - 2.5.2. may erect "On Show" signs on the sidewalk at the property on the show day only; and
 - 2.5.3. may on the show day distribute a pamphlet at the Main Entrance providing detail of, and directions to, the property concerned.
- 2.6. "On Show" signs must be removed by 17:00 on the show day.
- 2.7. "For Sale" or "To Let" signs must be removed within seven (7) days after conclusion of a selling or letting agreement in respect of the property concerned.

3. Service Providers

- 3.1. An Occupier must inform the Estate Security Personnel at the Main Entrance if she or he has engaged a Service Provider regularly to perform a service at her or his property and provide the name of that Service Provider.

- 3.2. A Service Provider who has regular engagements in the Estate may register with the Managing Agent by completing the prescribed form, and may in the sole discretion of the Managing Agent be provided with access permits for herself or himself and her or his Employees.
- 3.3. An Occupier who wishes to employ a Service Provider for a single engagement or a series of irregular engagements, must notify the Estate Security Personnel at the Main Entrance and provide them with the name and expected arrival time of the Service Provider.
- 3.4. A Service Provider may place a sign complying with the standards and specifications determined by the Managing Agent advertising her or his business on a property only during the time that she or he is actually working at that property.
- 3.5. A Service Provider may be present in the Estate only during the following normal working hours:
- | | | |
|--------------------|---|----------------|
| Monday to Thursday | = | 07:00 to 18:00 |
| Friday | = | 07:00 to 16:00 |
| Saturday | = | 08:00 to 15:00 |
- 3.6. An application for permission to work outside the normal working hours, together with the written consent of all adjacent neighbours, must be lodged with the Managing Agent at least five (5) working days prior to the intended work, unless the Managing Agent, in a particular instance, agrees to a shorter period.
- 3.7. Sundays and public holidays and the period between 24 December and 2 January (both days included), are not normal working days and a Service Provider may not work in the Estate on these days. A Service Provider may, however, on application in the discretion of the Managing Agent be allowed to work on these days. The application, together with the written consent of all adjacent neighbours, must be lodged in writing with the Managing Agent at least five (5) working days prior to the intended work, unless the Managing Agent, in a particular instance, agrees to a shorter period.

PART III – CONTROL OF BUILDING ACTIVITIES

1. The provisions of the constitution and the architectural guidelines relating to the construction of buildings must be strictly complied with.
2. Without limiting the generality of the provision above, no building or structure shall be erected on the estate unless the sketch plan submission requirements have been met and the plans, specifications and construction thereof comply with the architectural guidelines and the sketch plans and working drawings submitted in terms these rules.
3. The controlling architects shall levy a scrutiny fee, determined by Excom from time to time, in respect of the scrutiny of any sketch plans and working drawings.
4. Should building not commence within six (6) months of plan approval, the latest guidelines will apply and plans will have to be re-submitted.
5. During the course of construction of any building, Excom shall be entitled to direct the relevant owner or his appointed contractor to effect improvements to the quality of any aspects of the construction should DHOA deem such improvements to be necessary.
6. Excom shall be entitled to direct the relevant owner to effect maintenance work on his home should DHOA deem such maintenance necessary.
7. Should any dispute arise in connection with the architectural guidelines, including without limitation, the application and/or interpretation thereof, the controlling architects decision in respect of any such dispute shall be final and binding upon the parties to the dispute and if necessary the consulting architects can make the necessary amendments to the architectural guidelines where such guidelines are, in the sole discretion of the controlling architects, lacking or vague.
8. The appointment of building contractors is subject to the prior written approval of DHOA, which approval shall not be unreasonably withheld.
9. Every building contractor shall be required to abide by the rules, the architectural guidelines and any other rules made by the association regulating to the conduct of building contractors from time to time and to sign such prescribed undertakings as may be determined by DHOA with regard thereto. A building contractor will not be allowed to undertake any building work on the estate until such time as the undertaking referred to in this clause, have been given.
10. Any building contractor who fails to sign any such prescribed undertaking and/or fails to comply with the provisions thereof, may be denied access to the estate.
11. A member shall be obliged to have completed the building of his/her home within a period of 36 (thirty six) months from the first date of transfer of his/her unit from the developer of the estate. Failure to comply will result in DHOA imposing a levy upon the owner equal to 5 (five) times the levy per unit per month until completion.
12. Once building has commenced, members must complete all building activities within 9 (nine) months unless written consent has been obtained from DHOA. Failure to comply will result in a levy being imposed upon the owner with effect from the completion of the 9 (nine) month period until completion, equal to 5 (five) times the levy per month.
13. For the avoidance of doubt, and owner who is in breach of the provisions of both 11 and 12 above, will only be liable for the penalty levied under either of the provisions, but not both.

14. No residents may make any alterations, additions or extensions to the exterior of any unit without adhering to these provisions.
15. No member shall be entitled to build a tennis court, netball court or erect basketball hoops on any unit within the development.
16. All structures must have been completed in full accordance with the building plan approved by the local authority.
17. The sewerage line must be connected to the sewer point provided.
18. A permanent electricity meter, obtained from DHOA, must be installed and the electrical installation inspected by DHOA's electrician.
19. A permanent water meter, obtained from the DHOA, must be installed and pressure tested by the Building contractor's plumber.
20. All exterior work including walls, palisades, pergolas, boundary wall, driveways, water features and swimming pools, must be completed according to the plan approved by the local authority.
21. All the structures must be painted to the satisfaction of DHOA.
22. All rubble, litter and rubbish must have been removed from the unit and,
23. The entire area of the erf not covered by structures or driveways, must be landscaped to the satisfaction of DHOA.
24. For the purpose of these rules, final completion shall mean that all items and snagging for both exterior and interior shall be fully completed and that all contractors and sub-contractors have moved off the site.
25. The following documents (as amended from time to time by Excom), form part of these rules and are available from the Managing Agent, or from www.digtebystate.co.za:
 - Ø **Building Contractors Code of Conduct**
 - Ø **Procedures prior to Building**
 - Ø **Plan Submission Procedures**

PART IV – APPLICATION OF RULES

1. General

- 1.1. Unless the context clearly indicates a contrary intention in these Rules or the regulations issued there under –
 - 1.1.1. the singular includes the plural and *vice versa*; and
 - 1.1.2. a reference to natural persons includes juristic persons, trusts and partnerships and *vice versa*.
- 1.2. When any number of days is specified in these Rules, these must be reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which event the last day must be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.3. Where numbers are expressed in words and in numerals in these Rules, the words will prevail if there is any conflict between the two.
- 1.4. In the event of any conflict between the Rules and the Constitution, the Constitution prevails.

2. Binding Nature of Rules

- All Owners and other persons who reside in the Estate or who enter the Estate for whatever purpose are bound by –
- 2.1. these Rules and any regulations issued there under; and
 - 2.2. any applicable regulations and by-laws of the Municipality and any other competent authority as if such regulations and by-laws were incorporated in these Rules.

3. Notice regarding Breach

- 3.1. If the conduct of a person constitutes a breach of any of these Rules or any regulations issued there under or a condition determined by Excom, the Managing Agent may furnish that person, and if that person is not an Owner, also the Owner of the property concerned or for whose purposes that person has entered the Estate, with a written notice to remedy, or desist from, such breach.
- 3.2. A notice of a breach may, in the sole discretion of the Managing Agent, be delivered by hand or may be given by the despatch of such notice in writing by pre-paid registered post, in which event such notice will be deemed to have been received five (5) days after the posting thereof from any Post Office within the Republic of South Africa. The exhibition of the certificate of registered item will be full and complete proof of the date of despatch of the said notice.
- 3.3. The notice must adequately describe the particular conduct or clearly indicate the Rule, regulation or condition that allegedly is being or has been breached, and must warn the offender that if such conduct or breach persists after expiration of the period specified in the notice, action may be taken against her or him and/or the Owner concerned as provided for in these Rules.

- 3.4. A notice to an Owner must be delivered at, or despatched, to the address which she or he provided as her or his domicilium for the purposes of the Constitution.

4. Penalty for Failure to Comply with Rules

If a person fails to comply with a notice in terms of these Rules or the regulations issued there under –

- 4.1. the Managing Agent may, with the permission of Excom, de-activate any access card or withdraw any access permit issued for the purposes of the Owner or Occupier concerned; and/or
- 4.2. the Managing Agent may, in the case of a non-resident, withdraw her or his access permit or refuse her or him entry into the Estate; and/or
- 4.3. the Managing Agent may impose the applicable fine on the person concerned; and/or
- 4.4. the Managing Agent may remedy the failure for the account of the person concerned; and/or
- 4.5. Excom may apply for a court order at that person's cost to compel her or him to comply with the notice and/or to pay such fine and/or to pay the cost incurred in connection with remedying the failure.

5. Building Activities

If an Owner or a Building Contractor fails to comply with a notice regarding a breach of the provisions of these Rules or any regulations issued there under –

- 5.1. the Managing Agent may in writing instruct the Owner forthwith to suspend any building activities until such time as the breach has been remedied; and/or
- 5.2. the Managing Agent may, if the Building Contractor is not an Owner, refuse her or him and her or his Employees entry into the Estate; and/or
- 5.3. the Managing Agent may, if the Building Contractor is an Owner, refuse her or his Employees entry into the Estate; and/or
- 5.4. the Managing Agent may impose the applicable fine on the Owner and/or the Building Contractor; and/or
- 5.5. Excom may in writing instruct the Owner within a specified time to demolish or remove any structures erected in breach of these Rules or the regulations issued there under; and/or
- 5.6. Excom may remedy the breach for the account of the Owner and/or the Building Contractor; and/or
- 5.7. Excom may apply for a court order at the cost of the Owner and/or the Building Contractor to compel her or him to comply with the notice and/or to pay such fine and/or to pay the cost incurred in connection with remedying the breach.

6. Pets

If a person fails to comply with a notice regarding the keeping of a pet –

- 6.1. the Managing Agent may in writing instruct that person to remove the pet from the Estate; and/or
- 6.2. the Managing Agent may remove the pet at the cost of that person; and/or
- 6.3. the Managing Agent may impose the applicable fine on that person; and/or
- 6.4. Excom may apply for a court order at that person's cost to compel her or him to comply with the notice and/or to pay such fine and any cost incurred in connection with the removal of the pet.

7. Signage

- 7.1. The Managing Agent may remove any sign, notice, billboard or advertisement erected or displayed in breach of these Rules or the regulations issued there under.
- 7.2. Such removal and any repair of a Communal Facility which may be reasonably required, will be effected at the risk and cost of the owner of the sign, notice, billboard or advertisement, or the person on whose behalf it was erected or is displayed.

8. Vehicles

If a vehicle is parked, stood or abandoned in breach of these Rules or the regulations issued there under –

- 8.1. the Managing Agent may impose the applicable fine on the owner of, or on the person responsible for, the vehicle; and/or
- 8.2. the Managing Agent may have the vehicle's wheels clamped at the risk and expense, including payment of the applicable release fine, of its owner or of the person responsible for it; or
- 8.3. the Managing Agent may cause the vehicle to be removed at the risk and expense, including payment of the applicable release fine, of its owner or of the person responsible for it; or
- 8.4. Excom may apply for a court order at the cost of the owner of, or of the person responsible for, the vehicle to compel her or him to comply with the notice and/or to pay such fine and any cost incurred in connection with the clamping or removal of the vehicle.

9. Matter raised with Excom

- 9.1. An Owner who wishes to bring a matter other than a penalty imposed in terms of these Rules or the regulations issued there under to the attention of Excom, may in writing request the Managing Agent to refer the matter to Excom; provided that if the matter concerns a notice regarding a breach of these Rules or a regulation issued there under, such a request does not absolve the offender from complying therewith.

- 9.2. Excom may then in its sole discretion convene a meeting of its members to meet with the Owner on the matter raised and dispose of it, or designate a subcommittee of its members to meet with the Owner on the matter raised and to dispose of it or to advise Excom on how to dispose of it.

10. Imposition of Penalty

- 10.1. A person on whom a penalty has been imposed in terms of these Rules or the regulations issued there under, may in writing request the Managing Agent to refer the matter to Excom for decision.
- 10.2. The request must adequately describe the particular grounds on which the person objects to the penalty.
- 10.3. Excom may then convene a meeting of its members or a subcommittee of its members to consider the objection.
- 10.4. A written notice by which the alleged offender is informed of the purpose of the meeting and invited to attend, must be sent to her or him at least seven (7) days before the meeting is held. At the meeting the alleged offender must be given the opportunity to present her or his case, but except in so far as may be permitted by the chairperson, she or he may not participate in the affairs of or voting at the meeting.
- 10.5. After the alleged offender has been given the opportunity to present her or his case, Excom or its subcommittee, as the case may be, may by way of a special resolution [75% of its members present at the meeting with a minimum of three (3) members] confirm, suspend or withdraw the penalty.