



**Body Corporate Rules**

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## **DULCIAN MANOR BODY CORPORATE RULES**

### **Rules of Conduct**

#### **1. Introduction**

- 1.1 These rules of conduct are drawn up in terms of the Memorandum of Incorporation of a Non Profit Company in terms of the Companies Act, 2008.
- 1.2 These rules may be amended from time to time to meet the changing needs of the community.
- 1.3 The rules are intended to preserve common courtesy and regards for the rights of each resident, to ensure the orderly use of common amenities and to maintain a high standard of living for the mutual benefit of all. It must therefore be the intent of any occupant within Woodwind Estates HOA to live as harmoniously as possible with all other residents in the complex and to respect each other's rights to privacy and lifestyle.
- 1.4 It is the responsibility of owners to ensure that their family members, visitors, tenants and domestic staff are familiar with the requirements of these Rules. It is also the responsibility of the owners to ensure compliance with the rules on behalf of their family, visitors, tenants and domestic staff.
- 1.5 In the event of a dispute relating to a breach of these rules and/or the municipal by-laws, any submission to the Directors must be supported by two or more residents. It is hoped however that the parties in conflict will attempt to resolve matters amicably between themselves before involving others.
- 1.6 The Directors request that the owners, tenants, family and domestic staff co-operate in abiding by these rules. If and when necessary and in the interests of all the owners, the Directors will take recourse to legal action in upholding these rules.
- 1.7 These rules and any revision thereof will have effect from the day of publication as given at the end of the document. No rule may be applied retrospectively.
- 1.8 The Directors will at all times act in good faith for and on behalf of the collective interest of the residents and will show consideration for individual rights and privacy.
- 1.9 Wherever in this document, permission or approval from the Directors must be obtained, such approval will not be unreasonably withheld.

#### **2. Definitions**

- 2.1 For the purpose of these Rules, the term "occupant" shall mean the owner of any property within Woodwind Estates HOA or the lessee of such property and/or any other persons residing in the property.
- 2.2 For the purpose of these rules, the term "resident" shall refer to one who regularly sleeps on the property concerned.

#### **3. Vehicles**

- 3.1 Motor vehicles may only be parked on such areas as are specifically intended for that purpose, e.g. on driveways and in garages. Vehicles must not obstruct the roadways or the driveways of others, unless permission has been obtained to do so. Residents' vehicles may not be parked on the grassed sidewalks for extended periods. If large parties of persons are visiting an occupant in the complex, vehicles may be parked outside provided the road is left completely unobstructed. No vehicle may be parked on other residents' sidewalks without the permission of that resident. Damage to grassed sidewalks caused by parked vehicles shall immediately be repaired by the owner who was host to the gathering.
- 3.2 Caravans, boats, trailers and the like may not be parked on the common property, on the grassed sidewalks, or in the roadways. Such vehicles must be parked, out of sight in the owner's garage or on his property if that is possible, alternatively such vehicles should be stored off site.
- 3.3 The Directors may impose a penalty for any motor vehicle, caravan, boat, trailer or similar vehicle, after written notification to the resident concerned, if parked for more than a week, or abandoned on the sidewalks, in the common property, or in the roadways. The amount of such penalty will be decided upon by the Directors.
- 3.4 The undertaking of repairs to vehicles, servicing or oil changing is not allowed on common property. Repairs to vehicles on the owners property is prohibited if it will lead to excessive noise through engine testing, etc.
- 3.5 Vehicles may not travel at a speed in excess of 20 km/h in the Woodwind Estates HOA complex.
- 3.6 Vehicles must be driven at all times with appropriate care and consideration for other road users including motorists, cyclists, pedestrians and especially children.
- 3.7 Bricks, tiles etc for any work in the complex must be transported in light delivery vehicles with a mass of three tons or less.
- 3.8 Articulated furniture removal vehicles are not permitted in the complex. Owners shall make prior arrangements for furniture to be shuttled in or out by means of light vehicles or trolleys.
- 3.9 Vehicles that leak oil or other fluids (other than condensation from air conditioners) are not permitted in the complex. Any owner or tenant whose vehicle leaks must have it repaired immediately or store it off site.
- 3.10 Owners/Tenants may not use visitor parkings.

#### **4. Laundry**

- 4.1 Washing may only be hung out to dry in areas not visible to other occupants as far as is possible. Washing lines must be positioned with this in mind. No washing is to be visible from the road.
- 4.2 Any washing hung out to dry is at the sole risk of the owner thereof

- 5. Refuse Disposal**
- 5.1 Refuse containers may be taken out the evening before collection and placed on the outside pavement for collection the following day. It is prohibited to leave refuse bins at the gate for longer than 24 hours. The Directors may remove these and the cost of removal will be for the occupant's account.
- 5.2 Refuse must be handled according to municipal regulations. All refuse is to be in tied bags inside the refuse containers.
- 5.3 Plastic bags should not be left outside the containers. This negates the purpose of the containers in the first place, leading to litter generation due to bag breakage by animal and human interference.
- 5.4 It is the owner's responsibility to keep their containers clean and free of odours.
- 5.5 The following articles are to be disposed of directly by the occupants and may not be left out for collection:
- 5.5.1. Large metal and plastic objects such as car parts, gym equipment, old furniture, concrete, bricks, rocks, soil and large wooden objects like tree branches etc. Items left by the council may be returned to the resident's bin by the complex's gardener.
- 5.5.2. Any object too large to fit into the occupant's bin.
- 5.6 Glass should preferably be disposed of privately at any of the collection points in the area. This requirement is in line with increased environmental awareness and responsibility.
- 5.7 Burning of refuse or rubbish within the complex is strictly prohibited.

**6. Noise**

- 6.1 No loud noise is permitted between the hours of 22h00 and 7h00 daily, 22h00 and 8h00 weekends

**Note:** Any resident may complain directly to the police concerning any noise after 22h00 on any day.

- 6.2 The level of the noise shall be that which is irritating to the complainant, not that which is acceptable to the noise-maker.
- 6.3 Sound systems playing music with deep bass rhythms can be particularly objectionable, because of the power of the sound and its ability to carry. Residents are to exercise caution in this respect.
- 6.4 Residents and guests are not to converse loudly or shout outside of their homes.
- 6.5 Car hooters may not be sounded inside the complex at any time, for any purpose, unless in an emergency situation. Unnecessary revving of engines is also not permitted.
- 6.6 Radios, cd/dvd players, televisions, home system equipment, musical instruments and other sound producing devices including human voices shall not be played or used in such a manner as to interfere with any residents enjoyment of his section or the common property at any time.

- 6.7 All vehicles entering the estate must reduce their radio volume level so as not to disturb the residents. Automobile hooters and alarms shall not be sounded on the common property at any time by a resident / any member of his family / his visitors / his employees / their children.
- 6.8 All motor vehicles must be maintained and driven in such a manner as not to exceed the by-laws permissible for noise levels; this includes all working parts.
- 6.9 In the event that a resident wants to host a private function, their neighbours must be informed in person and unacceptably high noise levels will not be permitted.
- 6.10 Mechanical maintenance work, including the use of power-saws, lawn mowers and similar tools, is permitted only between the following hours: Monday to Friday 08h00 to 16h00 and Saturdays and Sundays 9h00 to 15h00.
- 6.11 Generators are permitted only if housed out of sight, in a suitable sound proof enclosure. Operation of generators is not permitted after 22h00 on any night.

**7. Children**

- 7.1 Occupants' and visitors' children must be controlled and supervised in order to avoid damage to the Common Property and inconvenience and distress to other occupants.
- 7.2 No BB guns, pellet guns, sling shots (or similar) are allowed to be used in the complex.
- 7.3 Parents are to take full responsibility for their children within the greater estate area. The Directors will not be liable for any accidents which might occur involving children within the estate and in the streets of the estate. Children under the age of ten (10) are to be supervised by an adult, at all times, whether in the recreational area, sports facility or playing in the street.

**8. Gardens**

- 8.1 Only persons authorized by the Directors shall undertake gardening on the common property.
- 8.2 Private gardens must be kept neat at all times. Should an occupant fail to maintain any area of his property, particularly if it is visible from the roadways, then the Directors shall be entitled to remedy the owner's failure and to recover the reasonable cost of so doing from the owner.
- 8.3 Trees and plants on private property are the responsibility of the owner, who must see that no damage is done to plumbing, cabling, sewers, walls or paving on his property and that there is no danger to neighbouring properties. It is the occupant's responsibility to keep the electric fencing free of vegetation, if his is a boundary property.
- 8.4 The gardening service employed by the Directors may not be used for private work by the owners, without the Directors being informed. At no time must private work interfere with, or be done at the same time as, the common work authorized by the Directors.
- 8.5 Owners are required to take responsibility for the sidewalks outside their properties and care for them over and above the minimal work of grass cutting and edging done by the garden service. Such care

includes watering, and the care of any flowerbeds that have been permitted. The trees on the sidewalks are the responsibility of the gardening service.

- 8.6 No plant or flower may be picked from, nor any damage caused to garden areas on the common property and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way without the prior consent of the Body Corporate/Association.
- 8.7 Garden tools and other equipment shall not be kept in any place where they will be in view from other properties or any portion of the common property.
- 8.8 Disposal of garden waste is the responsibility of the unit holder. Garden waste must be disposed of at Municipal dump and not in the refuse area.
9. **Common Property**
- 9.1 No firearms, pellet guns, slingshots or the like may be discharged on property unless in self-defense.
- 9.2 No littering is permitted on the common property or on the road and sidewalks immediately outside the property.
- 9.3 Should any damage be caused to any common property, by an owner, tenant, occupant, guest or pet, the occupant shall be liable to reimburse the Homeowners' Association for the costs of repairing such damage. The Directors may if they so decide, recover the cost from the owner, if the tenant or other occupant is no longer available.
- 9.4 If it is necessary for an owner to disrupt the supply of water or electricity or other common services and if this will affect anyone else in the complex, permission must be sought from the Directors. If granted the responsibility is with the owner to inform all the residents of the time and duration of the disruption.
- 9.5 No one is permitted to interfere with the municipal council water meter or its associated valve. Interference might result in the complex being admin feed by the city council.

#### 10. **Recreational area**

- 10.1. The recreational area enclosed by the fence are for the exclusive use of residents. Guests must be accompanied while using these facilities. Direction must be used by residents with respect to the number of guests to avoid monopolising the garden area. The Body corporate/Association reserves the right to restrict the use of the facilities by visitors.
- 10.2. Common courtesy and regard for the rights of others are essential for the full enjoyment of these facilities by all. Residents are responsible for the behaviour of their guests. It is expected that everyone will use common sense regarding water safety and cleanliness.
- 10.3. No glass objects or bottles are permitted in the recreational area.
- 10.4. Bicycles, tricycles, go-karts, skateboards, roller-blades etc., are permitted in the designated areas only.
- 10.5. Undue loud noise, including radios is not permitted.

- 10.6. Braai's are permitted in the designated braai area only.
- 10.7. The use of the recreational area is entirely at your own risk. The Body Corporate/ Association accepts no responsibility for any accident, injury or loss arising from the use of the recreational area.
- 10.8. Any resident using the recreational area will keep the area neat and clean and will remove all refuse to his unit's refuse zone.
- 10.9. No public nudity
- 10.10. Recreational areas are for the use of all residence and may not be closed off for private use or functions.

#### 11. **Business Activities**

- 11.1. No businesses or trades may be conducted within Woodwind Estates HOA without the written agreement of the Directors and of the residents adjacent and opposite to the dwelling concerned.
- 11.2. No auctions or jumble sales may be held inside Woodwind Estates HOA or on the road or sidewalk outside the property.
- 11.3. No advertisements are allowed inside the property or along the outside walls or on the sidewalk outside the property.
- 11.4. There is to be no visible storage of equipment or materials used in the conduct of an approved business, on the property. Visibility will be admin fee by any neighbour whose outlook and view is rendered unsightly by the equipment or materials.
- 11.5. No owner or tenant of a property shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property, so as to be visible from outside property, without the prior written consent of the Body Corporate/Association first having been obtained.
- 11.6. No stones or other solid objects may be thrown or propelled on the common property.

#### 12. **Pets**

- 12.1. When on common property, dogs shall be on a leash. The owner must immediately remove any excrement deposited on common property and dispose of such on his own property.
- 12.2. No aviaries, kennels etc shall be visible from the common property.
- 12.3. Owner's must control the excessive barking of their dogs and respond timeously to any complaints from neighbours.
- 12.4. The number of adult medium sized pets per property is limited to two. Authorization should be given by the managing agent at their discretion.
- 12.5. The number of adult cats per property is limited to two.

- 12.6. Pet numbers are as per municipal by-laws.
- 12.7. Pets may not cause damage to other persons' property. The decision will lie with managing agent whether an animal should be spayed and or neutered.
- 13. Hawkers**
- 13.1. No hawkers shall be allowed in the complex.
- 14. Domestic Staff**
- 14.1. The name, address and a copy of the identification certificate of each employee employed in the complex is to be supplied to the Directors by the respective occupant. This includes all domestic workers, gardeners and casual workers and any worker employed by a business established in the complex, who enters the complex for any reason. Security reasons dictate that this stipulation remains in place.
- 14.2. An owner or tenant of a property shall be responsible for the activities and conduct of his/her domestic staff and shall ensure that his servants understand and comply with the Conduct Rules, as well as any national or provincial legislation or local authority by-laws which may affect the scheme.
- 14.3. Any owner or tenant whose domestic worker consistently fails to abide by the Conduct Rules may be required to remove such domestic worker from the property if so instructed by the Body Corporate/Association.
- 14.4. No owner or tenant of a property may request personal duties to be performed by any member of staff employed by the Body Corporate/Association during his working hours.
- 15. Exterior Aesthetics**
- 15.1. Wall-mounted and window-mounted air-conditioning units are not permitted, unless out of site from the common property, and at ground level. For upstairs applications, refrigeration-type units are to be mounted in the loft, with interior ducting to the rooms required. Evaporative-type units may protrude from the roof, but must blend in with the colour of the roof.
- 15.2. If pools are to be heated with solar heat exchangers then the preferred method of installation is on the garage roof, where the property has a flat garage roof with a parapet and the installation must not be visible from the common area or road.
- 15.3. No awnings may be erected without the approval of the Directors.
- 15.4. No structures may be erected which are not architecturally similar to the general theme of the complex. Hence thatch, corrugated iron, wooden structures, precast walling and structures incorporating steel columns and beams or IBR sheeting or similar are not allowed.
- 15.5. Garage doors must be kept closed except when vehicles are exiting or entering.
- 15.6. The only signs allowed on the property are small signs advertising that the house is protected by a particular security company or advertising the sale of a property. Such latter signs shall only remain while the house is actually on show.
- 15.7. Exterior walls of houses must be aesthetically pleasing and match the approved colour palette of the complex.
- 15.8. Woodwork shall be stained to approximately the natural shade of the base wood. It shall not be painted in any colour, nor stained black. All window frames, and doors are to match as far as possible in colour.
- 15.9. No clothing, rugs, blankets or the like are to be hung over walls where they can be seen from the common property or from outside the complex.
- 15.10. The general style of the houses in the complex shall not be modified in any way, with exterior wall tiling, paint schemes or decorations, unless specifically authorized in writing by the Directors.
- 15.11. The preferred method of house numbering is with brass numbers, 12.5cm high, or with ceramic tile numbers of similar size.
- 15.12. Electric fences internal to the complex are not permitted. They spoil the aesthetics and prevent armed response teams from responding to a threat within the complex.
- 15.13. Electronic beam systems are permitted on private property within the complex.
- 15.14. External lighting may not illuminate upwards or cast light on windows of neighbouring properties
- 16. Building Alterations**
- 16.1. No building alterations are to be undertaken before detailed plans are submitted to the Directors and written approval been granted by them. This is over and above the responsibility of the owner to submit plans to the municipal authorities.
- 16.2. No excavations for swimming pools are to be undertaken without the position and depths of such excavations being submitted to the Board of Directors and written approval obtained from them. This is to prevent damage to the integrity of neighbours' walls and houses.
- 16.3. The owner shall obtain permission from the Directors for any materials that he must bring in to complete the work. Such materials, if at all possible shall be stored out of sight on the owner's property. If stored on the pavement, any excess is to be removed immediately on completion of the job.
- 16.4. Rubble generated from building operations, if stored on the pavement, must be removed weekly and the pavement kept as clean as possible. Rubble removed shall be disposed of at a recognized site. Proof of removal to a recognized site is to be provided by the contractor to the owner, who must present the proof to the Directors if requested. This is in line with a request to all landowners from the council, to control illegal dumping on nearby open land.
- 16.5. No rubble or building material must ever encroach on the road, under any circumstances.

- 16.6. The name, address and identification number of each building contractor and building worker employed in the complex is to be supplied to the Directors by the respective owner. This includes all casual workers. No employee is permitted on the site without identification.
- 16.7. Family members of building workers are not permitted on the site.
- 16.8. In line with municipal by-laws, no building work is permitted on Sundays.
- 16.9. No builders are allowed to stay in the complex overnight.
- 16.10. No temporary pavement shops will be allowed during building operations and the Directors reserve the right to ask the persons setting them up to shut them down and move on. Builders must therefore bring their own food to the site.
- 16.11. It is the responsibility of the owner to ensure that all litter generated by the builders is removed daily from the site.
- 16.12. Damage to lawn, manhole and meter box covers, or electrical equipment, on the sidewalks within the complex, due to building operations will be repaired by the owner immediately the sidewalk has been cleared of building material.
- 16.13. For any contravention of the above rules, the Directors may take action to remove rubble, repair damage to sidewalks etc and then recover the costs from the owner by instructing the managing agent to add the costs to the owner's levy.

**17. Residence Limitations**

- 17.1. All owners, whether resident or not, shall at all times ensure that the number of persons residing on a property does not exceed the numbers stipulated below. Bedrooms are as designated on the house plans originally approved by the Homeowners' Association. Any modification must be approved by the Directors. Such limitations are in line with normal municipal requirements.

- Four-bedroom house: Eight persons
- Three-bedroom house: Six persons
- Two-bedroom house: Four persons

- 17.2. The owner of a property shall be obliged to ensure that a tenant of his property or other person granted rights of occupancy by him is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 17.3. Any owner of a property shall be obliged to notify the Body Corporate/Association in writing within 14 days of the date of conclusion of a lease of his unit of the full names of his tenant and of the period of the lease. Similarly, any owner shall forthwith notify the Body Corporate/Association in writing of the full names of any other person granted rights of occupancy.

**18. Insurance**

- 18.1. All insurance claims related to the building, common property and improvements thereon are to be handled solely through the trustees and the managing agents of the complex/HOA.

- 18.2. Any damage to a section that is subject to a possible body corporate insurance claim shall be reported to the trustees within 48 hours of the event having occurred, failing which the body corporate cannot be held liable in the event of the claim being repudiated by the body corporate insurer.
- 18.3. It is the section owner's responsibility to take all reasonable precautions to prevent loss, damage and destruction to his section and the common property.
- 18.4. Any insurance access payable in respect of an insurance claim, submitted to the body corporate insurers as a result of a burst geyser or any claim arising from or related to the geyser supplying hot water to the unit will be settled in full by, and be for the account of the owner of the unit.
- 19. Security**
- 19.1. Each owner, tenant, occupier and guest shall comply fully with the security measures introduced by the Directors.
- 19.2. Resident's problems concerning security are to be passed on to the Directors.
- 19.3. Residents in properties on the perimeter of the complex must report any problems with the electric fence to the Directors.
- 19.4. Residents are to ensure that the entrance gate has closed before driving away. This is in the interest of the security of all residents.
- 19.5. Entry and exit procedures are to be strictly adhered to by owners, tenants, visitors, contractors and domestic staff.
- 19.6. Only trustees/directors may give security staff instructions relating to their duties.
- 19.7. The security staff are in no way obliged to perform duties relating to private matters for an owner or tenant.
- 19.8. Residence may not verbally or physically abuse any security staff
- 20. General**
- Without in any way derogating from the generality of the foregoing rules and in addition thereto:
- 20.1. An occupant shall not use the property where he is resident, or permit it to be used in such a manner as to be a nuisance to any other occupant or as shall be injurious to the reputation of the complex.
- 20.2. An occupant shall not do anything to his property which is likely to prejudice the appearance of the complex.
- 20.3. An occupant shall not make alterations which are likely to impair the stability of buildings or walls or the reliable operation of electrical, telephonic, plumbing or sewerage systems. An occupant may not damage a road in any way.

- 20.4. An occupant shall not engage in any activity which can endanger other residents, or allow such activity within the complex.
- 20.5. An occupant shall not engage in or permit any activity which can adversely affect the insurance cover taken out in the name of the Homeowners' Association.
- 20.6. An occupant shall not contravene any national or provincial law or any municipal bylaw, or allow such laws and by-laws to be contravened.
- 20.7. An occupant, tenant or owner shall not engage in any illegal activity on or outside of the complex at any time. Such activity, if proven, may result in expulsion from the complex if the perpetrator is an occupant or tenant and may result in legal action against an owner, whether directly guilty of the offence or if the offence was committed by his tenant or any other occupant.
- 20.8. An owner wishing to lease his property is advised to supply the Directors with a copy of the lease agreement and the personal details of the tenant. This requirement is for security reasons in order for the Directors to be familiar with new residents at all times.
- 20.9. Levies are to be paid by the first of every month. If the property is leased or lent out, the payment of the levy remains the responsibility of the owner.
- 20.10. A copy of these rules must be given by any prospective seller to any agent he employs. The importance thereof must be explained to the agent and the agent must give an undertaking to inform all prospective buyers of the rules in general terms, and to give a copy of the rules to any definite buyer. The seller shall inform the Directors of the agent and the buyer before the buyer takes occupation of the property.
- 20.11. Any owner or tenant of a property shall not store any material, or do or permit or allow to be done, any other dangerous act on the common property.
- 20.12. Any owner or tenant of a property shall not store any material, or do or permit or allow to be done, any other dangerous act on the common property.

## **21. Complaints**

- 21.1. Any complaints by occupants pertaining to violations of these rules or any other cause for concern must be made in the first instance to the Managing Agent of the complex. If such person is not available, the Chairman of the Directors may be consulted. Complaints should be in writing.

## **22. Enforcement of Rules**

For the enforcement of any of the above rules, the Board of Directors may:

- 22.1. Give notice to an occupant, tenant or owner at their discretion, that a rule has been transgressed.
- 22.2. Give notice of the time, as the Directors may determine, to remedy the contravention.
- 22.3. If the occupant, tenant or owner does not respond, the Directors may take whatever necessary steps to remedy the situation and recover the money from the person concerned.

22.4. Impose an admin fee, as may have been determined for such contraventions. Such admin fee will be administered by the Managing agent

22.5. Such admin fees shall be determined in advance and accepted at the previous annual general meeting of the Association.

In the event of a breach of any of these rules proved to the satisfaction of the Trustees/Directors, the Trustees/Directors shall, in addition and without prejudice to all other rights available to them or to the Body Corporate/Association in law and in particular their right to apply to Court for an interdict against the offending owner, be empowered to institute disciplinary proceedings in accordance with Annexure "A" hereto.

## ANNEXURE "A"

### DISCIPLINARY PROCEEDINGS

- A. The Board of Trustees/Directors shall be authorized and entitled to elect a Disciplinary Committee from their numbers which shall be authorized and obliged to convene and conduct disciplinary proceedings in accordance with the rules set out below and to implement the conduct rules on behalf of the Board of Trustees/Directors. The Disciplinary Committee shall be comprised of a minimum of three members and all matters shall be decided by majority vote.
- B. Any breach of the Conduct Rules, or any conduct detrimental or prejudicial to the interest of the Body Corporate/Association or shall be notified to the Board of Trustees/Directors in writing, which notification shall contain full details of the alleged breach of conduct and be signed by the person making same.
- C. On receipt of the aforesaid notification the Board of Trustees/Directors shall forthwith dispatch a copy thereof to the person against whom the complaint has been made (the alleged offender hereinafter) and advise him of a time, date and place at which the complaint shall be adjudicated upon. The Trustees/Directors shall similarly notify the complainant of such time, date and place.
- D. At the appointed time and place a quorum of Trustees/Directors shall enquire into and investigate the complaint, and shall have the power to call before them and examine any member of the Body Corporate/Association, any resident, guest, invitee or any other person who may be able to give evidence of assistance to the Trustees/Directors in arriving at a decision. The Trustees/Directors shall also have the power and be entitled to appoint an attorney to act on behalf of the Body Corporate/Association.
- E. If after due delivery of the notice contemplated at C above, and providing that an application for an adjournment or remand has not been submitted by the alleged defender in writing and duly served upon the Trustees/Directors, and agreed to by the Trustees/Directors, the alleged offender fails or refuses to attend the adjudication, the Trustees/Directors shall be empowered to adjudicate in the alleged offender's absence, and such findings as may be made shall then have the due force and effect of a finding made in his presence and with his participation.
- F. The alleged offender shall have the right to call evidence in support of his contentions and in defense to the complaint against him and he, the complainant and any person giving evidence at the enquiry shall have the right to be legally represented, providing only that this shall be done at their own cost and not that of the Body Corporate/Association.
- G. After hearing all the evidence considered necessary by them, the Trustees/Directors shall give such decision/s as appear to the majority of them to be just and equitable and may decide to take no action, or to caution or reprimand the alleged offender or to impose a pecuniary penalty in the sum not exceeding R1 000.00 (One thousand rands). Such pecuniary penalty shall be paid into the coffers of the Body Corporate/Association. Notwithstanding the above, the Trustees/Directors may suspend such pecuniary penalty in total or in part, may require the alleged offender to lodge a pecuniary bond or pledge which shall be repayable (without interest) after a period specified by the Trustees/Directors, which pledge shall be considered to be a "binding over to keep the peace" as practiced in South African Criminal Law. Nothing shall prevent the Trustees/Directors, should the facts so warrant it, from binding both alleged offender and complainant over to keep the peace.
- H. If the Trustees/Directors decide to impose a pecuniary penalty the fact thereof and the amount of the penalty shall be certified in writing by the Board of Trustees/Directors and delivered to the alleged offender who shall, subject to the right of appeal hereinafter set out, be obliged to pay to the Body Corporate/Association the amount of the penalty therein prescribed within a period of 28 (twenty-eight) days of receipt of such certificate.
- I. The Trustees/Directors shall forthwith inform all members of the Body Corporate/Association in writing of the outcome of the enquiry and the amount of the penalty imposed, if any, but failure so to do shall not invalidate the enquiry, the verdict and the imposition of the penalty or any further legal rights subsequent to this.
- J. The alleged offender and any other member of the Body Corporate/Association shall have the right to appeal to an extraordinary general meeting of the Body Corporate/Association. Such appeal shall be lodged in writing with the Board of Trustees/Directors within 21 (twenty-one) days of the date of the decision, failing which the right of appeal shall lapse. The notice of appeal shall be signed by the appellant and specify the grounds of appeal. Until expiry of the period of 21 (twenty-one) days aforesaid any consequences arising from the verdict and sentence shall be deemed to be suspended.
- K. Upon timeous receipt of a duly complete notice of appeal, such consequences shall likewise be suspended until the determination of the appeal and the Board of Trustees/Directors shall, within 21 (twenty-one) days after receipt of the notice of appeal, convene an extraordinary general meeting of the Body Corporate/ Association for the purpose of hearing the appeal.
- L. At the extraordinary general meeting the provisions of C, D, E, F and G, shall apply once the necessary changes having been made (mutatis mutandis). An appeal shall be decided by an ordinary majority of the members present at the extraordinary general meeting who shall have absolute discretion and whose decision shall be binding on the alleged offender and all members of the Body Corporate/Association.
- M. On appeal the decision of the Trustees/Directors may be confirmed, set aside or otherwise varied as the Body Corporate/Association may determine. If the appeal is dismissed any penalty imposed by the Trustees/Directors and/or Body Corporate/Association shall be paid by the Appellant within 7 (seven) days of the date of such dismissal.
- N. No member of the Body Corporate/Association or a Director shall be entitled to adjudicate or vote on any matter in which he was the initial "alleged offender" or complainant.
- O. Nothing in the Rules or in this annexure shall be considered as removing the rights of the Board of Trustees/Directors to remand or adjourn an enquiry, provided that this is in the interest of justice and equity.
- P. A written record of the initial enquiry and appeal may be kept by the Board of Trustees/Directors. Should such written record be kept, it shall be deemed to be a correct and accurate transcript of all proceedings.
- Q. Any reference in the conduct rules and/or the rules relating to disciplinary proceedings to the Trustees/Directors of the Board of Trustees/Directors shall include the Disciplinary Committee referred to above.