



**CONDUCT RULES**  
**VERSION 3 – 27/09/2023**  
**INCLUDING ANNEXURES: A - H**

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- 1. Use of Residential and other Erven, Sectional Title Units and/or the Common Property**
- 1.1. No member or occupier of a residential erf or sectional title unit may, without the prior written consent of the trustee:
- 1.1.1. use the residential erf or sectional title unit for any purpose other than residential purposes, save for those erven designated for commercial use;
- 1.1.2. allow any persons to reside in a residential house for a short duration, except in special circumstances;
- 1.1.3. paint on or affix to any wall, building or structure on the residential erf or sectional title unit any advertisement, name or lettering of any unsightly size, colour or character while no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of any building on the residential erf or sectional title unit, save for any advertising allowed by the trustees for commercial use;
- 1.1.4. erect, store, leave or allow to be erected, kept, stored or left any article or thing on any part of the common property;
- 1.1.5. remove any shrub, tree or plant from the common property;
- 1.1.6. carry on any noisy, injurious or objectionable trade or business of any kind on any residential erf or sectional title unit or commercial component;
- 1.1.7. build any fires of any sort for braaing purposes on the common property;
- 1.1.8. place or do anything on any part of the common property or on the balcony, stoep or patio of any improvement erected on his residential erf or sectional title unit which, in the trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building;
- 1.1.9. hang washing outside the designated areas within buildings on residential and other erven;
- 1.1.10. display any flags;
- 1.1.11. deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including dust, food, scraps, cigarette butts or any other litter; and
- 1.1.12. carry on a commercial enterprise on a residential erf or sectional title unit.
- 1.1.13. Members shall ensure that their residential erven, sectional title units or property owned by sectional title body corporates are kept in a neat and tidy state at all times to the reasonable satisfaction of the board of trustees.
- 1.1.14. Members shall ensure that the landscaping of their residential erven or common property held by a sectional title body corporate meet the requirements of the design review committee, as laid down from time to time.
- 1.1.15. The exterior of all buildings shall be maintained in good order and condition by the owner thereof, subject to the design and review committee rules.
- 1.1.16. In the event that the design review committee is of the opinion that a building requires maintenance, it may give the owner notice thereof. In the event that the owner refuses and/or fails to attend to the required repairs and maintenance within such period as the design review committee may consider reasonable, the Association may attend to such repairs and maintenance itself and recover the cost thereof from the owner.



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**2. Damage, Alterations or Additions to an Improvement and Common Property**

- 2.1.1 A member or occupier shall not mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the common property without first obtaining the prior written consent of the trustees.
- 2.1.2 To ensure uniformity of appearance, the prior written consent of the trustees shall be obtained to:
  - 2.1.2.1 install any locking device, safety gate, burglar bars or other safety devices for the protection of an improvement on a residential erf or sectional title unit;
  - 2.1.2.2 install a canopy;
  - 2.1.2.3 install a screen or other device to prevent the entry of animals, insects, etc;
  - 2.1.2.4 install any outside TV aerial, satellite dish or similar installation;
  - 2.1.2.5 make any structural, decorative or other alteration or addition to an improvement, externally or internally, to the extent that it can be seen externally, while the member shall endeavor to include the items detailed in this clause 2.1.2 in the initial plans submitted to the design review committee for the proposed improvement of a residential erf or sectional title unit.
- 2.1.3 All building alterations are to be approved by the design review committee. A plan with a refundable deposit, to be determined by the trustees from time to time, shall be submitted for approval prior to commencement of construction. A contractor appointed by a member shall adhere to such code of conduct laid down by the board of trustees from time to time.
- 2.1.4 A member or occupier of a home shall ensure that:
  - 2.1.4.1 any broken window pane is replaced within 3 (three) days of breaking from whatsoever cause; and
  - 2.1.4.2 all curtains or blinds shall be aesthetically acceptable.

**3. Behaviour of Members, Occupiers and Guests**

- 3.1.1 All members and occupiers shall ensure that their use of their residential erf or sectional title unit and of the common property within the estate and its facilities thereon, shall at all times be conducted in such a manner as not to:
  - 3.1.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other member or occupier, particularly in the form of loud music, radio or TV or irritable audible sound;
  - 3.1.1.2 detrimentally affect the rights and interests of other members or occupiers.
- 3.1.2 Members and occupiers shall be responsible for the behaviour of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the member or occupier concerned, within 14 (fourteen) days of written notice by the trustees, to the satisfaction of the trustees. The HOA may, at its discretion, hold the owner of a property responsible where the occupier fails to abide by the rules.
- 3.1.3 No person is permitted to use any common property as may be designated out of bounds by the trustees from time to time.

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3.1.4 Pedestrians shall have the right of way at all times, but shall only cross at approved crossings. Crossing at unauthorized crossings is dangerous and poses a safety concern for both motorists and pedestrians. The Trustees will not be held liable and shall not be responsible for any damage caused as result of such unauthorized crossing.

**4. Refuse Disposal**

4.1.1 A member or occupier of a residential erf or sectional title unit shall:

4.1.1.1 maintain in a hygienic and dry condition, such number of receptacles for refuse within his property as may be determined from time to time by the Association;

4.1.1.2 exercise a general responsibility towards maintaining the environment of the estate and, in particular, undertakes to follow such guidelines as may be imposed by the board of trustees from time to time in relation to recycling and disposal of refuse;

4.1.1.3 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

4.1.1.4 for the purpose of having the refuse collected, place the refuse within an area, in a bag and at the times as may be designated by the trustees from time to time; and

4.1.1.5 garbage and/or garden rubble may not be left outside the residential erf or sectional title unit except for collection on the date of collection. It may not be left out overnight.

**5. Vehicles**

5.1.1 No member or occupier shall park or stand any vehicle (for the purposes of this clause 5, the word "vehicle" shall mean any motorized form of conveyance) upon the common property or another member's residential erf or sectional title unit or permit or allow any vehicle to be parked or stood upon the common property or another member's residential erf or sectional title unit without the prior written consent of the trustees. The trustees may cause a vehicle to be removed, towed away or have its wheels clamped at the risk and expense of the owner thereof, should such vehicle be parked, standing or abandoned on the common property without the trustees' written consent.

5.1.2 A member or occupier hereby indemnifies the board of trustees and/or the Association for any damage that may be sustained to the vehicle or their guest's vehicle as a result of such vehicle's wheels being clamped or such vehicle being towed away.

5.1.3 Members and/or occupiers shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the member or occupier concerned.

5.1.4 No member or occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, but may be permitted to attend to minor repairs and re-conditioning vehicles in enclosed garages only.

5.1.5 Vehicles owned by members or occupiers may not be washed on the common property.

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- 5.1.6 Hooters shall not be sounded within the estate other than in emergencies.
  - 5.1.7 Vehicles may be parked only on such areas of the estate as are specifically designated or approved by the trustees for that purpose and in such a way that the flow of traffic and access to and egress from driveways is not obstructed.
  - 5.1.8 No trucks or other heavy vehicles may be parked within the estate without the prior written consent of management.
  - 5.1.9 Vehicles entering the estate and being driven or parked in the estate shall be at the owner's risk and responsibility from the time the vehicle enters the estate and no liability shall attach to the trustees, the Association or its agents 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 his vehicle having entered, being driven or parked on the estate.
  - 5.1.10 Members or occupiers shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to garages or otherwise.
  - 5.1.11 Bicycles, motorcycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.
  - 5.1.12 Members or occupiers shall, when driving vehicles on the estate, observe all the rules of the road and in particular, speed restrictions and road signs.

**6. Parking**

- 6.1.1 Parking is to be confined to the specified parking area allocated to each member/occupier and members and/or occupiers shall under no circumstances without specific permission of the trustees be allowed to park in the visitors' parking bays.
- 6.1.2 Guests are to use only those bays reserved and specifically demarcated for visitors. A breach of this rule will entitle the trustees to have any offending vehicle towed away from the estate at the risk and at the expense of the owner of the vehicle or alternatively the member concerned.
- 6.1.3 Under no circumstances will parking in front of the fire hydrants be permitted. A breach of this rule will likewise entitle the trustees to have any offending vehicle removed or towed away to a public road or garage at the expense and risk of the owner of the vehicle.
- 6.1.4 The member/occupier indemnifies the Association in the event of his or his guest's vehicle being removed or claimed in the circumstances contemplated herein.

**7. Animals, Reptiles and Birds (Domestic Pets)**

See annexure "A".

**8. Insurance**

- 8.1 The Association shall have no responsibility whatsoever for the insurance of the contents of or improvement on any particular residential erf, sectional title unit or sectional title common property, which shall at all times be the sole responsibility of the member, sectional title body corporate and occupier in question.

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8.2 A member or occupier shall not do or permit to be done on his residential erf or sectional title unit or on the common property anything which will or may increase the rate of premium payable by the trustees on any insurance policy or which may tend to vitiate any such insurance policy nor bring onto the estate, premises or building any hazardous substances.

8.3 A member or occupier shall not store or harbour upon the common property or any part thereof or on his residential erf or sectional title unit any goods which may vitiate any fire insurance policy held by the board of trustees or increase the premium payable in respect of such policy.

**9. Letting of Units**

9.1 Members seeking to lease their residential home(s) or sectional title unit(s) must ensure that the property's levy account is settled and kept up to date. No lease will be considered or approved if the levies of the property is in arrears.

9.2 Members wishing to let residential homes on their erven will be required to obtain the prior written consent of the trustees which consent shall not be unreasonably withheld. Prior to any proposed occupier taking occupation of a residential erf or sectional title unit, the board of trustees shall be advised of such proposed lease and the proposed occupier shall sign a copy of these conduct rules of the HOA and the Royal Palm Homeowners Association constitution. Such occupiers granted rights of occupation of a residential erf or sectional title unit are obliged to comply with these conduct rules and the Royal Palm Homeowners' Association constitution. Notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy, management shall be advised of any proposed lease prior to any proposed occupier taking occupation of a residential home on a residential erf or sectional title unit.

9.3 No letting for shorter than a 6 (six) month period shall be allowed whatsoever without the prior written consent of management. The member shall be obliged to notify the board of trustees of any short-term occupancy for security purposes prior to occupation.

**10 Eradication of Pests**

A member shall keep his improvements free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent and their duly authorized agents or employees, to enter upon his residential erf or sectional title unit from time to time for the purpose of inspecting the improvements and taking such action as may be reasonably necessary to eradicate any such pests. The costs of inspection, eradicating any such pests as may be found within the improvements, replacement of any woodwork or other material forming part of such improvements which may be damaged by any such pests shall be borne by the member.

**11 Activities on Communal Areas**

11.1 No hobbies or other activities may be conducted on the communal areas if they cause nuisance to other members and/or occupiers.

11.2 The board of trustees shall be the final adjudicator resolving complaints of this nature.

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- 11.3 No fireworks, firearms or pellet guns may be discharged in the estate whatsoever.
- 11.4 All complaints, violation of any rules of the HOA and the constitution, or any other cause of concern must be in written form, addressed to the Chairperson of the Royal Palm Home Owners' Association.

**12. PETS**  
See Annexure "A"

**13. FINES**  
See Annexure "B"

**14. BUILDING STANDARD RULES**  
See Annexure "C"

**15. LANDSCAPE GUIDELINES**  
See Annexure "D"

**16. MINI PALM RULES**  
See Annexure "E"

**17. DRAGON FLY CLUB HOUSE RULES**  
See Annexure "F"

**18. GENERAL RULES OF THE ROAD**  
See Annexure "G"

**19. GENERATOR POLICY**  
See Annexure "H"