



**AMBERLY GROVE HOMEOWNERS ASSOCIATION
NPC**

REGISTRATION NUMBER: 2005/032100/08

Conduct Rules

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1. INTRODUCTION

- 1.1 The Conduct Rules set out below are binding on all owners, including co-owners and residents in Amberly Grove, situated at 12-31 Rietbuck Road, Howick, KwaZulu-Natal. The owners and residents are also responsible for the compliance of these rules by their visitors and others employed or engaged by them.
- 1.2 The Memorandum of Incorporation of AGHA shall prevail should any conflict arise between it and these rules.

2. INTERPRETATION

- 2.1 Words and phrases used in these Conduct Rules shall have the same meaning as in the Memorandum of Agreement of Amberly Grove Homeowners Association.

Words denoting the male gender shall apply to any gender.

Words denoting the singular shall include the plural where applicable.
- 2.2 **AGHA** or the **Association** shall mean the Amberly Grove Homeowners Association NPC registration No. 2005/032100/08 incorporated under the Companies Act 71 of 2008 as a Non-Profit Company.
- 2.3 **MOI** shall mean the Memorandum of Agreement of the Amberly Grove Homeowners Association.
- 2.4 'Amberly Grove' is situated at 12 Rietbuck Road, Howick, KwaZulu-Natal. It is comprised of 19 freehold residential erven numbered 3119 to 3127 and 3129 to 3138.

The common property erven are numbered 3128 (wetland/park), 3139 (gatehouse) and 3140 (roadway/driveway).

These are recorded on SG diagram no 2463/2005.
- 2.5 The term 'Tenant' shall mean an occupant of a unit under a lease agreement or by consent of the owner.
- 2.6 The term 'Resident(s)' shall include all members and tenants residing in Amberly Grove.
- 2.7 The term 'Visitor' shall refer to a non- resident.
- 2.8 The term 'Service Provider' shall refer to any organization rendering a service.

- 2.9 The term 'Keyholder' shall refer to a person to whom a Resident may choose to pass their house keys and/or their electronic gate remote control.

3. NON-COMPLIANCE WITH CONDUCT RULES

- 3.1 Any complaint regarding a breach of these Conduct Rules shall be recorded in writing and be delivered to a Director of AGHA or emailed to aghadirectors@gmail.com
- 3.2 Complaints shall be dealt with in the manner prescribed by section 61.3 of the MOI.

4. MOTOR VEHICLES, USE OF ROADWAY AND PARKING AREAS

Residents of Amberly Grove shall observe and cause their visitors to observe the following:

- 4.1 Drive safely and courteously, obey the general road rules, speed limits and signs within Amberly Grove.
- 4.2 Do not allow a person who is not licenced, or a person who is considered to be under the influence of alcohol or other debilitating substance to drive a motor vehicle.
- 4.3 Refrain from unnecessary hooting.
- 4.4 Do not park vehicles in a way that will obstruct the road or others' driveways or cause damage to infrastructure or gardens.
- 4.5 Vehicles that are damaged, not usable, leak engine fluids or are unroadworthy may not be parked in Amberly Gove. On application received in writing or email, the Directors may make exceptions for short periods.
- 4.6 Do not park trucks, caravans, trailers, boats, quad bikes, or other heavy vehicles within Amberly Grove, outside garages, without the prior written consent of the Directors.
- 4.7 The Directors may cause to be removed or towed away, at the risk and expense of the owner, any vehicle parked, standing, or abandoned within Amberly Grove in contravention of these rules.
- 4.8 Agree that vehicles parked or entering Amberly Grove are subject to the express condition that they are parked at the owner's risk and responsibility.

No liability shall attach to the Homeowners 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 as the consequence of their vehicle having been parked on the common property.

- 4.9 Motor vehicles of residents and their visitors may only park on the owner's property unless authority has been obtained to park elsewhere.
- 4.10 Major maintenance or repairs to a vehicle may not be carried out on the common property or on a driveway to a garage.
- 4.11 Adhere to a general speed limit of 30 kilometers per hour.
- 4.12 No vehicle having a gross weight in excess of 5 tons, inclusive of load, may enter Amberly Grove. Vehicles exceeding this limit must park outside the gate. Loads from these vehicles must be moved by 'shuttle' or manually.
- 4.13 Residents are expected to park their vehicles in their garages whenever possible.

5. REFUSE DISPOSAL

- 5.1 Household refuse is to be kept in garbage bags inside a litterbin and retained in the resident's courtyard until the weekly collection, the day and time of which to be advised by the Directors and/or the Local Authority.
- 5.2 For the day that refuse is to be collected, the secured garbage bags are to be deposited into the common refuse collection area. This may be done from 17h00 the day before, or on the morning of said day before 08h00.
- 5.3 Garden rubble and lawn cuttings are to be kept in refuse bags until the arranged day of collection. Garden refuse used for the making of compost, shall be placed in suitably designed containers in order to prevent smells and the infestation of rodents.
- 5.4 Garden refuse may not be burnt in the precinct of Amberly Grove.

6. NOISE

- 6.1 Residents within Amberly Grove shall ensure that they and their visitors do not make or create undue noise.
- 6.2 Radio, musical instruments, record players and TV sets must be used in such manner so as not to be heard in adjacent homes.

- 6.3 The use of power tools, hammers, lawnmowers, edge-trimmers, brush cutters etc. used privately or by service providers, shall be restricted to the hours between 07h00 and 18h00.

7. GARDENING

- 7.1 Each resident shall maintain his garden in a neat and tidy condition. All residents are requested to contribute to the concept of an attractive entrance and drive-through of Amberly Grove.

Care must be taken to provide clear and easy access to the underground services. In particular, the longer-term potential for damage to cables, pipes, sewerage, and foundations, by the roots of trees and foliage, must be considered.

- 7.2 No plant or flower may be picked from, nor any damage caused to, the gardens in the wetland/park (erf 3128) area. The flora and fauna shall not be destroyed, removed, or damaged in any way, unless authorized by the Directors.

- 7.3 Residents shall only be entitled to plant non-invasive plants in Amberly Grove.

- 7.4 Cautionary Note on Herbicides and Pesticides

The use of herbicides and pesticides to control weeds should be approached with caution. These chemicals can contaminate water sources, soil, and air, posing significant risks to wildlife, pets, and humans. Additionally, they can harm beneficial insects, disrupt ecosystems, and accumulate in the food chain, leading to long-term environmental damage.

- 7.5 Promoting Sustainable Weed Control

To minimize environmental impact, it is recommended to adopt sustainable and environmentally friendly weed control methods. These alternatives include:

- **Manual Weeding:** A labor-intensive but effective method that directly removes weeds.
- **Mulching:** Covering the soil with organic or inorganic materials to suppress weed growth and conserve moisture.

A vinegar solution is one of the most common homemade weed killers. All you need is vinegar, distilled white vinegar, apple cider vinegar, or cleaning vinegar and a bit of dishwashing liquid. By implementing these methods, we can reduce harm to the environment and promote a healthy ecosystem.

- 7.6 All plants, trees and shrubs are to be kept at least half a meter from the electrified perimeter fencing to ensure optimum operation of the electrified fencing.

The maintenance of the half meter clearing is the responsibility of the resident.

- 7.7 Owners must keep their property free of white ants, borer beetles and other wood destroying insects, and eradicate any such pests at their own cost.

GARDEN SERVICE

- 7.8 Only the preferred Garden Service provider, appointed from time to time by the Directors, may be used for the lawn mowing of the Common Property.

If a Garden Service is required by an Owner to mow the rest of the unit's lawn, the preferred provider may provide this service. This will be by an arrangement between the Owner and the preferred provider.

- 7.9 Owners may elect to use their own private gardener to mow their lawns, including the verge between the roadway and garages.

- 7.10 The lawn must be neatly kept at all times.

- 7.11 The Directors will have the right to have the verges mowed at any unit, at the cost of the owner, in the case of non-compliance with 7.10.

8. PETS

- 8.1 Requests to keep house pets within Amberly Grove must be submitted to the Directors in writing or email and will be considered on merit by the Directors with regard to Municipal by-laws and the interests of other residents.

Permission, in writing or email, may only be given by the Directors, and they, in so doing, can prescribe any reasonable condition.

The Directors at their discretion, for any sound reason, may revoke such permission at any stage.

- 8.2 Pets must not cause a disturbance at any time. Residents shall be responsible for the removal of their animal's excrements within the communal areas.

- 8.3 Vicious animals of any nature may not be kept in Amberly Grove, and unless exceptional circumstances exist.

- 8.4 Dogs will be limited to two medium sized dogs to each property.

- 8.5 A resident with dogs shall fence off a portion of their property to confine the animal to the satisfaction of the Directors. The fence is not to extend beyond the garage entrance to the house.
- 8.6 Birds and reptiles are not permitted to be kept without the prior written consent of the Directors.
- 8.7 A resident shall ensure that his animal wears a collar bearing tags showing the address and telephone numbers of their owner.
- 8.8 Any pet found unaccompanied or unidentified in the communal area or otherwise in contravention of these Conduct Rules may be removed by the Directors. Costs incurred as a result of such removal, such as capture and pound fees, shall be borne by the resident of the property where the pet was accommodated or by the owner of the pet concerned.
- The Directors shall not be liable for any injury to any pet, thus removed or for any other loss incurred by the resident or any other person.
- 8.9 Animals must be leashed and under the control of a responsible person when walked in the communal area. Residents shall be responsible for the removal of their animal's excrements within the communal areas.
- 8.10 The Directors shall have the right to have pets removed from Amberly Grove.
- 8.11 Upon the death or permanent removal of any resident's animal from Amberly Grove, the resident shall be obliged to re-apply to the Directors for written approval should they wish to keep another animal.
- 8.12 Pets are to be inoculated as required by Law.
- 8.13 Visitors may bring their pets with them. These pets must be leashed and under the control of a responsible person when not on a fully fenced property that the visitor is visiting. This rule is intended to be applicable for short periods only. The general pet rules will apply to visitors' pets.

9. SIGNS AND NOTICES

- 9.1 No resident shall erect any sign, notice, billboard, or advertisement of any kind whatsoever so as to be visible from outside the property without the prior written consent of the Directors first having been obtained.

10. LITTERING

- 10.1 Residents shall not deposit, throw, or permit or allow to be deposited or thrown onto the communal areas or the property of any other resident any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

11. CHILDREN

- 11.1 Residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the communal areas or the property of other residents.

12. ACTIVITIES ON COMMUNAL AREAS

- 12.1 No hobbies or other activities may be conducted in the communal areas if they cause a nuisance to other residents. The Directors shall be the final adjudicators resolving complaints of this nature.

13. VISITORS

- 13.1 Residents are liable for the conduct of their visitors, and they must ensure that all Conduct Rules, whether in terms of the Memorandum of Incorporation or these Conduct Rules, are properly adhered to.

14. BUILDING OPERATIONS

No building operations shall be carried out in Amberly Grove unless the member and his contractor/s comply with the following conditions and any other condition which may be imposed by the Directors.

- 14.1 Owners are obliged to ensure that all contractors appointed to do work on their sites agree, in writing, to comply with the provisions of this rule before any building operations are commenced. Further, to deposit the written undertaking, so provided, with the Directors of the Association, before building operations commence.
- 14.2 Right of access to Amberly Grove is reserved and the Association has the right to restrict or prohibit access to Amberly Grove if any of these Conduct Rules are contravened.
- 14.3 No contractor and/or subcontractor shall be allowed to hold a lien over any site, and it must be a condition of each and every building contract that all contractors' liens or other hypothecs are waived.

- 14.4 The Association will not be liable whatsoever for any loss sustained by an owner as a result of a contractor or a subcontractor being refused access to Amberly Grove by the Directors.
- 14.5 All building rubble from building operations is to be removed timeously by the contractor and not dumped anywhere inside or on the verges of Amberly Grove.
- 14.6 Approved plans, in compliance with the Local and National Building Regulations, where applicable, are to accompany any request to the Directors prior to the commencement of building operations.
- 14.7 No fabricated structure of any description, such as water tanks, huts and swimming pools, shall be erected or placed anywhere in the environs of a property without well prepared drawings, which shall thereafter be subject to written approval of the Directors.
- 14.8 Proposed alterations or painting which changes the aesthetic quality of Amberly Grove properties will not be approved, except by special resolution approved by Members of the Homeowners Association.
- 14.9 Amberly Grove is a smoke free zone, and no coal fires are permitted in the houses.
- 14.10 The fitting of radio, satellite dishes, TV aerials, air conditioner units, or other such structures, which alter the external aesthetics of the property, requires the approval of the Directors.

15. DELEGATION AND CONSENT

- 15.1 In addition to the provisions of section 74 of the MOI, the Association may delegate any of its powers, in terms of these Conduct Rules, or on such conditions as it deems fit, to a committee.
- 15.2 Any consent, which has to be obtained in terms of these Conduct Rules, must be in writing or email.
- 15.3 Any rule, which provides for any consent, direction, authority, instruction, prohibition, or condition which may be given or imposed by the Association, shall empower the Association to act at the sole discretion of its Directors in giving, imposing, cancelling or amending such consent, direction, authority, instruction, prohibition or condition.

16. OCCUPANCY OF RESIDENCES

- 16.1 The maximum number of people that may be allowed to occupy a unit on an ongoing basis shall be 2 (two) per bedroom.
- 16.2 Under no circumstances will a commune-type situation be permitted.

17. LETTING OF PROPERTY

- 17.1 Owners letting property to third parties shall ensure that a copy of the Memorandum of Incorporation and a copy of the Conduct Rules are incorporated into the lease agreement with the Tenant. A copy of the signed conduct rules by the tenant must be lodged with the Homeowners Association, prior to occupation by the tenant.
- 17.2 It is emphasised that, although letting agents may be involved with the leasing of the property, the Owner shall remain directly responsible for the occupant's compliance with the Memorandum of Incorporation and the Conduct Rules.
- 17.3 It should be noted that where properties are let, it is the responsibility of the owner, and not the tenant, to settle all accounts due to the Homeowners Association.
- 17.4 Should a unit remain unoccupied for a period of time, the Owner must ensure that the property is properly maintained, with special reference to the lawns and buildings. Any steps taken by the Homeowners Association to rectify the situation will be for the owner's account.

18. INSURANCE

- 18.1 All buildings, embankments, and electrified security fencing within Amberly Grove are covered against damage by fire, storm, tempest, and acts of God etc., under one insurance policy.

Members will be required to contribute their proportionate share of the overall premium based on the insured value of their buildings and number of electric geysers.

- 18.2 Members should note that this insurance does not extend to the contents of individual dwellings. This is the responsibility of the individual residents.

19. SECURITY

In order to ensure the safety and security of all residents in Amberly Grove, the following basic steps and actions shall be adhered to.

- 19.1 Remote access controls must be managed in a responsible manner and not given to any person other than your preferred Keyholder.

Any costs incurred due to the negligence of the Resident and causing the security of Amberly Grove to be compromised will be for the Resident responsible.

If the remote access control is lost, advise the Directors immediately so that appropriate action can be taken.

- 19.2 Do not open the gate to anyone unless you are sure of their 'bona fides'. If you do allow someone to enter Amberly Grove, accept responsibility for their conduct until either, they meet the person they have come to visit, or you have escorted them from Amberly Grove.

- 19.3 When entering or leaving Amberly Grove, be alert to the dangers posed by loiterers in the proximity of the entrance gate, and check that the gate has closed behind you before driving off.

SECURITY ALARM SYSTEMS

- 19.4 There is currently a service provider for security alarms and armed response in Amberly Grove.

The service provider has installed an electronic gate access control system allowing their armed response patrols independent access to Amberly Grove.

The approved security provider is Knight Security Solutions (knightsecurity.co.za)

- 19.5 Any Resident who decides to install an alarm system in their home shall inform his neighbours and the Directors of this decision.

The Resident may appoint a Keyholder whose contact details must be given to the neighbours and the Directors. Said Keyholder must know how to enable, disable, and reset the alarm system, as he may be called upon to do so should the alarm system trigger incessantly or abnormally during the resident's absence from home.

- 19.6 Any security lighting, which may or may not be connected to and activated by the alarm system, must be mounted in a manner that is acceptable to both the resident and his neighbours.

KEYHOLDERS

- 19.7 If a Resident chooses to pass his keys and/or remote access control to a preferred Keyholder, it is incumbent upon him to ensure that said Keyholder fully understands, accepts, and respects the conduct rules of Amberly Grove.

The Resident should inform the Directors, in writing or email, of this arrangement to avoid any misunderstanding between other residents and an unknown visiting Keyholder.

Contact details of the Keyholder should also be provided to enable the Directors to get in touch with the Keyholder should circumstances require some form of communication.

ESTATE AGENTS

- 19.8 If a member wishes to sell his property in Amberly Grove with the assistance of an estate agent, he is responsible for the agent's access to and conduct in Amberly Grove.

If the Member chooses to pass his keys and/or remote access control to the estate agent, he has the added responsibility of ensuring that said estate agent fully understands, accepts, and respects the conduct rules of Amberly Grove. The Directors should be informed, in writing or email, of the arrangements the Member has made with the estate agent regarding access to Amberly Grove.

This will help minimise potential misunderstandings between other residents and an unknown visiting estate agent.

- 19.9 Estate agents may promote a show house in Amberly Grove, and their 'show house' boards may be displayed for the period of the show house.

The Memorandum of Incorporation section 70 applies to "for sale signs".

20. POST BOXES AT ENTRANCE GATE

- 20.1 Residents are required to clear their post boxes at the entrance gate so as to prevent the unsightly projection of uncollected mail. Any "junk mail" protruding from a resident's post box not cleared timeously may be removed and disposed of.

21. GENERAL

- 21.1 The Directors or their agents or representatives and shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, materials, postal matter, or any other property.
- 21.2 No firearms or pellet guns may be discharged in Amberly Grove except as is allowed by law.
- No fireworks may be discharged for any reason whatsoever.
- 21.3 The slaughter or breeding of animals for any reason shall not be permitted.
- 21.4 An owner shall not use his home or permit his home to be used for any purpose, which is injurious to the reputation of Amberly Grove.
- 21.5 A certificate/invoice signed by the Chairperson of the Board of Directors of the Association shall be prima facie proof for all purposes that a member is indebted to the Association in the amount stated in such a certificate/invoice.