BRIGADOON

COUNTRY & LIFESTYLE

Brigadoon Home Owners Association

Reg No: 2002/009587/08

Conduct Rules & Protocols

PROFESSIONAL

BODY CORPORATE MANAGEMENT

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Brigadoon Estate Conduct Rules & Protocols

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BRIGADOON ESTATE

Conduct Rules & Protocols

These Rules are made under the authority and implemented in terms of the Company's Memorandum of Incorporation (MOI) and Section 15 of the Companies Act, 2008, and must be read with the MOI.

1. Purpose & Status

1.1 These Rules preserve safety, security, aesthetics, environmental care and harmonious living within Brigadoon Estate (the "Estate").

1.2 The Estate is a community scheme and as such acknowledges the Community Schemes Ombud Service Act, 2011 (CSOS).

1.3 These Rules replace any previous Estate or Conduct Rules, Contractor Code of Conduct and the Architectural Rules.

1.4 If there is conflict, the Act and the MOI prevails.

2. Definitions

"Association"/"HOA": Biz Afrika 1710 t/a Brigadoon Home Owners Association NPC (Reg 2002/009587/08).

"Board"/"Directors": the directors of the Association.

"Common Areas": means all land, facilities, infrastructure and areas within the Estate that are owned by, controlled by, managed by, maintained by, or made available for the common use and benefit of Members and Residents, including but not limited to access control points, internal roads, verges/pavement areas, parks, open spaces, services, servitudes, dams, water features, security installations and other communal infrastructure. References in these Rules to "Common Areas" include any area over which the HOA exercises management, control or maintenance responsibilities, irrespective of ownership. For purposes of interpretation,

"Common Areas": includes the "Common Property" referred to in the MOI.

“Member”:	a registered owner of an erf within the Estate. Co-owners constitute one Member.
“Resident”:	any lawful occupier, including tenants and household members/employees.
“Park Area”:	former golf course land now designated as passive recreation and environmental open space under municipal approvals.
“Managing Agent”:	any agent appointed by the Board under a written SLA.
“Contractor”:	main contractor and all sub-contractors engaged by an Owner/Member.
“Build”:	initial dwelling construction on an undeveloped erf.
“Alterations”:	additions/renovations to existing dwellings.

3. Administration

3.1 All levies, contributions and charges towards the administration of the Estate are due and payable in full by the first (1st) day of each month and shall be payable directly into the bank account of the Estate. Each owner will be issued with an account reference number by the Estate Manager to be used as reference when payments are made. Banking details can be obtained from the Estate Manager and will appear on monthly levy statements issued by the Estate Manager. Failure to use the correct account reference number may result in payments not being allocated to the owner's account. The owner shall remain responsible for any administrative, collection or legal costs arising from such incorrect allocation.

3.2 It is advised to consider the option of debit orders (from any banking institution) for payment of monthly levies.

3.3 Owners of the properties or units, who are not up to date with payments of their levies and other administration charges may have their / their tenants’ rights to non-essential services suspended.

3.4 Legal proceedings may be instituted against owners with arrear levies. The HOA shall be entitled to recover all legal costs incurred on such a cost scale as provided for in the MOI.

3.5 The directors have the right to impose fines on transgressors where any provision of these Rules is broken or infringed upon. Such fines will be levied as charges on the owner’s levy statement and shall become due and payable on the due date of

payment of the levy. (Fines shall be administered and applied by the HOA in accordance with the MOI and Rule 16).

3.6 For ease of reference, arrear notice process is applied as follows:

- 30 days in arrears – 1st Notice
- 60 days in arrears – LOD / 2nd Notice
- 90 days in arrears – Handover to attorneys

4. Governance & Compliance

4.1 Members and Residents must comply with: these Rules; law (including municipal by-laws, zoning and land-use scheme, NBR/NHBA where applicable, OHS Act on sites); the MOI; any architectural guidelines; and any lawful Board directive.

4.2 The Board may issue, amend and withdraw Protocols and administrative directives consistent with these Rules and the MOI. Any amendment of these Rules shall be effected in accordance with the MOI.

4.3 Transparency: On reasonable written notice, Members may inspect the MOI, Rules, approved budgets, AFS, minutes of general meetings, registers required by law, and KPIs in the managing agent SLA; copies are available at a reasonable charge.

4.4 POPIA & CCTV: Access logs, LPR, CCTV and biometric/credential data are processed only for security and rule enforcement, retained for defined periods, and protected with appropriate safeguards.

4.5 Delegation to Managing Agent: The Board may delegate the issuing of notices of breach and imposition of fines to the appointed Managing Agent, who acts as administrator and enforcement officer under Board authority. Appeals remain to the HOA.

5. Security & Access Control

5.1 Adherence to the security and access control protocol.

5.2 Treat security personnel with respect. Abuse, obstruction, or instructing guards is prohibited.

5.3 Residents must pre-authorise visitors where required and ensure that their guests, employees and Contractors comply with protocols.

5.4 Access credentials (cards, tags, QR, biometrics) are personal; lending or cloning is prohibited.

5.5 Tailgating, bypassing booms, or unauthorised entry is a breach.

5.6 The Estate is patrolled on a 24/7 basis; reasonable searches of vehicles/persons may be conducted in accordance with posted protocols and law.

5.7 Security and access rules apply equally to all residents, guests, contractors and service providers. Breaches may result in fines in accordance with Schedule A and, in serious or repeated cases, suspension of non-essential amenities until compliance is achieved.

5.8 Private CCTV at Dwellings: Residents may install private CCTV cameras for household security, subject to the following: cameras must not face directly into neighbours' homes, gardens or private areas; cameras may monitor only the resident's erf and access points; any system integrated with the HOA's monitoring must comply with HOA technical and privacy standards; the HOA accepts no liability for private systems.

5.9 Domestic Workers, Employees & Service Staff: All domestic workers, gardeners and employees engaged by Residents must be registered on the Estate access system. Facial recognition or biometric access will be the standard method. Residents must ensure their staff comply with Estate rules, including no loitering, no unauthorised guests, and no disruptive behaviour. The HOA may withdraw access permissions for repeat or serious breaches after notice to the Resident.

5.10 Responsibility for Conduct: Residents are responsible for ensuring compliance by their guests, visitors, employees, contractors and delivery providers. Any breach by such persons is deemed a breach by the hosting Resident.

5.11 Blacklisting of Visitors/Deliveries: The HOA may restrict or blacklist access for visitors, delivery services or contractors who repeatedly violate access protocols, traffic rules, or abuse security staff by due process. Residents must make alternative arrangements if a preferred provider is blacklisted.

6. Roads, Traffic & Parking

6.1 Internal roads are private roads but applicable road traffic laws for public roads apply.

6.2 Speed limit: 40 km/h estate wide.

6.3 Only licensed drivers may operate motor vehicles. Unlicensed/under-age driving and off-road motorcycles/quad bikes on roads or parks are prohibited.

6.4 No driving/parking on verges/pavement areas, landscaped areas or parks except for authorised maintenance and emergency services.

6.5 The parking of caravans, motorboats, trailers or other vehicles is prohibited on common areas.

6.6 Caravans, trailers, boats, must be parked under cover and out of public view.

6.7 Long-term parking or storage of boats, caravans, trailers and commercial vehicles visible from the road/parks is prohibited unless screened or approved per Architectural Rules.

6.8 Traffic Monitoring: The HOA may install traffic monitoring devices, including speed cameras and/or automatic number plate recognition (ANPR), to enforce speed limits and traffic rules within the Estate. Recorded evidence may be used to issue fines in accordance with Schedule A. Signage will be placed to inform residents and visitors that monitoring is in operation. The Managing Agent may operate and administer the speed-camera/ANPR system under Board delegation.

6.9 Only vehicles with a valid license disk will be allowed within the Estate.

7. Good Neighbourliness

7.1 General Conduct:

7.1.1 Prohibition of Nuisance: No person shall engage in any activity or permit anything that, in the opinion of the Directors of the Association, constitutes a nuisance, unsightly, objectionable, or detrimental, or constitutes a public or private nuisance, or causes damage or disturbance to any owner, tenant, or resident within Brigadoon.

7.1.2 Noise levels: Excessive and unnecessary noise from vehicles, appliances, tools, pets or individuals is not permitted.

7.1.3 Disturbance of peace: Any noise or disturbance that negatively impacts the peaceful enjoyment of the Estate by other residents is considered a breach of these rules. Quiet hours: 22:00–07:00 daily.

7.2 Generators are not allowed to operate between 22:00 and 05:00. Residents with automatic start generators are requested to please adjust the times in accordance with the estate's permitted hours of generator usage. The noise levels of generators are not to exceed 65dBA measured 7m from the property boundary.

7.3 The mechanical maintenance and the use of power tools and lawn mowers should only be undertaken between the following hours:

Monday – Friday:	September – April:	07h00 am – 19h00 pm
	May – August:	07h30 am – 18h00 pm
	Saturdays between:	07h30 am - 16h00 pm

Sundays and Public holidays: NO activities involving the above-mentioned are allowed at all.

7.4 Refuse & Waste:

7.4.1 Refuse must be securely wrapped or, if in containers such as bins, completely drained before being placed in bins or refuse bags.

7.4.2 Owners and occupiers must keep refuse in suitable, covered containers/bins that are not visible from the street except on collection days. Separate garden waste where required. Containers/bins for household waste should be kept clean and dry.

7.4.3 Refuse must not be left on common areas, vacant stands, or in any location that may affect the health, hygiene, or comfort of other residents. The disposal of refuse in common areas is strictly prohibited.

7.5 Home Businesses: Permitted only if compliant with municipal by-laws (home enterprise rules), traffic/parking impacts are negligible, no external advertising, and no nuisance. Written notice to the Board is required; the Board may impose reasonable conditions.

7.6 Letting:

7.6.1 Owners or their agents must notify the HOA in writing about the details of the tenant(s) and lease period before the lease commences.

7.6.2 All lease agreements must incorporate the estate rules and require tenants to agree in writing to comply.

7.6.3 No such lease agreement will in any way release owners from any of their obligations in terms of the provision of the memorandum of incorporation and the rules.

7.6.4 Breaches of these rules by a tenant will result in the owner being subject to a reasonable fine to be determined at the discretion of the directors.

7.6.5 An owner and/or its agent must take reasonable steps to satisfy himself or herself as to the suitability of the prospective tenant, including, but not limited to criminal background clearance, credit clearance checks, references from previous landlords and any other permissible checks to mitigate the risk of unsuitable tenants.

7.6.6 Airbnb's and guesthouses are not allowed within the Estate.

7.6.7 Commune-style occupation is prohibited; reasonable occupancy limits apply (typically ≤2 persons per bedroom).

7.7 Traditional Rituals: Ritual slaughter of animals within the Estate is prohibited unless explicitly authorised by the directors on application which must be submitted to the directors through the managing agent at least 30 days before the event. Such authority will be subject to health, environmental, nuisance, municipal and CSOS compliance requirements.

7.8 Gatherings & Entertainment (Private Dwellings): To protect traffic flow, parking, noise control and sanitation, headcount limits apply to events at dwellings:

- Up to 20 people: permitted without prior approval, subject to these Rules.
- 21–35 people: requires prior written approval from the Managing Agent at least 7 business days before the event, with a parking plan (no verge/pavement area obstruction), and adherence to quiet hours.
- More than 35 people are not permitted at a private dwelling.
- No blocking of roads, hydrants, driveways or verge/pavement areas; guests must park legally.
- Events must end by 22:00; music must remain at a level that is not a nuisance.

7.9 Sales: Jumble or garage sales are strictly prohibited within the Estate.

7.10 Drones:

- o No drones may be operated outside the area of a Resident's Erf.

- Drones cannot fly higher than 20 meters and must remain in the vision of the operator;
- Unless required approval has been obtained, no drone may fly closer than 50 meters from people, vehicles, and animals;
- Drones equipped with cameras are prohibited from flying over private properties.
- No drones may fly early in the morning or late at night.

8. Appearance from the outside

8.1 Properties must be maintained to reflect a high standard of appearance.

8.2 All external walls and structures must be painted in accordance with the approved plans of the property.

8.3 No attachments, buildings, building works or improvements on the outside of houses or units, may be done or initiated without the prior written consent or approval of the Directors or Estate Manager, this will include swimming pools, carports, boundary or other outside walls, braai's and verandas etc.

8.4 The resident/owner of a stand or unit shall not place or do anything on any part of the property or unit or the common areas, buildings including balconies, patios, walkways, driveways and gardens which in the discretion of the directors is aesthetically displeasing or undesirable when viewed from the outside.

8.5 Fixtures, such as air-conditioning units and satellite dishes must be installed discretely.

8.6 Window coverings visible from outside must be neat and in keeping with the appearance of the Estate and suitable to ensure privacy. No dwelling is to be without suitable curtains or blinds when it is occupied.

8.7 The owner/resident of a property or unit will attend and maintain his/her buildings including fences, outbuildings and other structures in good order as to uphold the aesthetic value of the Estate.

8.8 Garden & Verge/Pavement Area Care: Members must maintain their gardens and the verge/pavement area between the curb and their boundary in a neat, clean and well-maintained condition. The verge/pavement area must be kept clear and unobstructed at all times to allow reasonable access for municipal services, utility maintenance, repairs and emergency work. No structures, materials, equipment,

vegetation or other obstructions may be placed in the verge/pavement area where they may restrict such access. Invasive species must be removed.

8.9 Washing lines and laundry must be suitably screened from neighbouring properties and not visible from the street or any common areas (Courtyard to be used).

8.10 Building material must not be visible from the road or common areas.

9. Pets

9.1 A maximum of four domestic animals per dwelling is permitted, with no more than 2 dogs and two cats, unless otherwise specifically authorised in writing by the HOA.

9.2 The keeping of livestock, rodents and poultry is prohibited.

9.3 Dogs must be kept in enclosed areas and may only be on common areas if leashed and under control.

9.4 Owners must pick up excrement immediately.

9.5 Dogs must wear collars with tags and be chipped within 30 days of bringing a dog into the Estate.

9.6 Aggressive or unwell dogs are not permitted

9.7 Dogs must not be allowed to create noise or nuisance.

9.8 Persistent nuisance (e.g., habitual barking) after notice may result in conditions or removal directives in serious cases.

9.9 HOA may require that Cat owners implement measures to reduce predation on wildlife by requiring that cats wear collars with bells. Cats must be spayed or neutered within 30 days of being brought into the Estate.

10. Parks & Open Spaces

10.1 Parks are for passive recreation: walking, jogging, cycling on paths, picnicking. Organised sport requires prior written approval and may be limited to protect amenity and ecology.

10.2 No motorised vehicles in parks (except mobility aids, maintenance and emergency vehicles).

10.3 No tapping off irrigation/water systems.

10.4 No littering is permitted in Parks and Open Spaces. Rule 7.4.3 applies

10.5 Residents and their guests may enjoy the dams and water features for viewing and relaxation only. Children must be supervised at all times when near any dam, pond or water feature.

10.6 Swimming, boating, or similar activities in dams or waterways are prohibited.

10.7 Disturbing fauna/flora is prohibited unless authorised by posted protocols.

10.8 Open Spaces, Communal & Park Areas: No private functions are permitted in the Park Area without a written approval request submitted at least 14 days before. Approval will only be considered for functions where a resident of the Estate or their immediate family is directly involved. If the function involves only the resident and their immediate family members residing in the estate, no prior approval is required. In all other cases, prior approval is mandatory and subject to the same conditions as home gatherings.

10.9 Gardens **(abutting the Park Area)** must be kept neat at all times, failing which the HOA shall have the right to clean the garden at the owner's expense.

10.10 The residents' use of any open space areas, including the Park Area, is entirely at their own risk at all times. The HOA will not entertain any claims for damages whatever nature or from whatsoever cause arising.

11. Fire protection

11.1 Electricity Supply: - Under no circumstance may residents tamper with or have work done on the electricity apparatus that serves the common areas, or on the electricity supplies routed through the common areas. Any electrical faults detected on the common areas are to be reported to the estate manager immediately.

11.2 Open fires and braais: - these are prohibited on common areas such as the park areas except where facilities have been provided. Matches and lighters are to be handled with care and kept out of the reach of children. It is strictly prohibited to throw cigarette stubs on common areas. All flammable liquids must be kept in a safe place.

11.3 Fire hoses, hydrants and extinguishers may only be used in event of an emergency.

11.4 No one is allowed to use fire hoses or hydrants to wash their vehicles. A fine of R 7 000.00 (SEVEN THOUSAND RAND) will be issued by the Fire Department (to the incumbent), as this is the property of the Fire Department.

12. **Storage of flammable materials and other dangerous acts**

12.1 An owner or occupier shall not store any material, or do or permit any other dangerous acts in the buildings or on the common areas that will or may increase the rate of the premium payable by the Home Owners Association on any insurance policy.

12.2 Fireworks: The use or ignition of fireworks is strictly prohibited within the Estate.

12.3 Firearms: No firearms, air-rifles, BB guns, pellet guns may be discharged in the Estate, except under such circumstances which would definitely justify the use of a firearm for private-defence and related purposes.

12.4 The use of crossbows and ketties within the estate is prohibited.

13. **Eradication of pests**

13.1 Owners must keep their properties free from wood destroying insects such as termites and borer beetles.

13.2 Owners or occupiers must grant access to the directors, managing agent or their authorised representative upon reasonable notice for inspection and eradication of pests.

13.3 The HOA will recover the costs of pest eradication and damage from the property owner.

14. **Code of Conduct – Contractors and HOA staff**

14.1 Contractors must comply with access, OHS, environmental and waste requirements and ensure employees carry visible company identification.

14.2 No burning of rubble; remove waste weekly. Damage to Common Areas is for the Owner’s account.

14.3 Prohibited: alcohol/drugs on site; firearms; unauthorised visitors; loitering at gates or within the Estate.

14.4 Staff members or contractors employed by the HOA are not available for the owners’ or occupiers’ personal work during normal working hours. Instructions to the staff or contractors are only to be given by the directors, Estate Manager or their agents. The HOA is not responsible for any damage incurred by the staff or contractors of any nature whatsoever that may be caused to owners’ or occupiers’ properties or units or personal effects.

15. Sales, Transfers & Estate Agents

15.1 The sale agreement must include a requirement for the purchaser to join the HOA and remain a member while owning the property.

15.2 Seller must ensure that the purchaser receives a copy of all the governance documents of the estate.

15.3 Any clearance certificate request will be responded to within 5 business days once particulars are supplied; levies may be pro-rated to month end.

15.4 The HOA may withhold a clearance certificate due to unpaid levies, failure to rectify any breach of rules or non-compliance with architectural guidelines.

15.5 Signage: No signage related to property sales or lettings (example “For Sale” or “Sold”) is allowed within the estate. All marketing must be managed by the estate agent. “Show houses” or “Open houses” are not permitted.

15.6 Estate agents must adhere to the estate rules.

15.7 Estate agents must operate by appointment only and must accompany potential buyers or tenants onto the property.

16. Enforcement, Penalties & Due Process

16.1 Written Consent Procedure:

Application for Written Consent:

- Submission:
  Whenever written consent from the Directors is required under these Rules, the application for such consent must be made in writing.
- Requirements:
  The applicant must provide the Directors with all necessary information, details, and documentation as requested.
- Format:
  The written consent or its withdrawal will be in a format determined by the Directors from time to time. This may include electronic formats as specified by the Directors.

Issuance and Conditions

- Authorized Signatories:

Written consent on behalf of the HOA may be signed by a Director or the Managing Agent.

- Conditions:
  The Directors may impose reasonable conditions to their consent. These conditions will be communicated to the applicant at the time of granting consent.

Withdrawal of Consent:

- Grounds for Withdrawal:
  The Directors reserve the right to withdraw their consent if the conditions attached to it are not complied with.
- Notification:
  When withdrawing consent, the Directors must notify the occupier in writing and provide reasons for the decision.
- Effective Date:
  The withdrawal of consent will be effective immediately upon notification, unless otherwise specified by the Directors.

16.2 Fair Process: Before any penalty is imposed the Association will—

(a) deliver a written Notice of Alleged Breach identifying facts, the Rule breached, and any proposed penalty/remedy;

(b) allow not less than 5 business days for written representations (or shorter in urgent security matters with reasons); and (c) issue a reasoned written decision.

16.3 Internal Appeal: A Member/Resident may lodge an appeal within 5 business days to an Appeals Committee (Directors uninvolved in the first decision). The Appeals Committee will provide a reasoned outcome.

16.4 Fines & Cost Recovery: Fines will be reasonable and proportionate to the breach. The HOA may recover reasonable enforcement costs (including attorney–own client where permitted by law and the MOI), subject to reasonableness. Interest on overdue amounts accrues per the MOI (2% per month compounded).

16.5 Non-pecuniary measures: Where appropriate and lawful, the HOA may suspend non-essential amenities or services it directly provides (not resident access, utilities or emergency services) until compliance.

16.6 Delegation to Managing Agent: The Board may, under a written service-level agreement, authorise the Managing Agent to:

(i) issue breach notices;

(ii) collect evidence (including speed-camera/ANPR data);

(iii) impose fines in accordance with these Rules and Schedule A; and

(iv) manage appeals administration.

16.7 Substantive appeals remain for determination by the HOA's Appeals Committee.

17. Schedules & Protocols

The following are incorporated by reference and may be updated annually by Board notice (subject to ratification at the next AGM):

Schedule A –Indicative Fines

Protocol 1 – Access Control & Credentials

Protocol 2 – Waste & Recycling

Protocol 3 – Parks & Environmental Care

Protocol 4 – Utilities and Services

Protocol 5 – Emergency Procedures

Schedule A – Indicative Fines (Guideline)

Final amounts may be adjusted by the Board (acting reasonably) and published from time to time. Multiple/continuing breaches may escalate. Security-critical breaches may warrant higher first-offence fines.

Category	Breach	1st Offence	2nd Offence	3rd / Continuing
Security	Tailgating/unauthorised entry; access system abuse	R750	R1 500	R3 000
Security	Abuse/obstruction of security personnel	R750	R1 500	R3 000
Traffic	Speeding/reckless driving (manual enforcement)	R500	R1 000	R2 000
Traffic	Speeding recorded by speed camera	R500 (41-45km/h)	R1 000 (46-50km/h)	R2 000 (51-55km/h)
Traffic	Unlicensed/under-age driving; illegal off-road use	R750	R1 500	R3 000
Nuisance	Excessive noise after 22:00	R500	R1 000	R2 000
Generator	Using the generator outside allowed timeframe and above noise levels.	R500	R1 000	R2 000
Pets	Roaming/not on leash; failure to pick up feces	R300	R600	R1 200
Environment	Dumping/littering on common areas; damage to flora/fauna	R1 000	R2 000	R4 000 + remediation
Health/Safety	Prohibited animal slaughter on the Estate	R3 000	R5 000	R7 500 + report to authorities
Events	Unauthorised large gathering / parking obstruction	R1 000	R2 000	R4 000

Events	Unapproved Park function (where approval required)	R2 000	R3 000	R5 000

Note: Where a breach causes damage or requires remediation, the HOA may recover the actual cost in addition to any fine

Protocol 1 – Access Control & Credentials

All residents, visitors, contractors and service providers must enter via designated access points.

Access only granted once visitor details are logged by security.

No resident may override security protocols.

Access cards/tags are personal and non-transferable; loss/theft must be reported immediately.

Domestic workers, gardeners and employees:

Must be registered on the Estate system.

Standard access is via biometric/facial recognition.

No loitering or unauthorised visitors.

Residents are responsible for compliance by their guests, staff, contractors and delivery providers.

HOA may blacklist or restrict visitors/deliveries who repeatedly breach rules, traffic laws or abuse staff.

Fines:

Abuse of security staff: as per Schedule A

Misuse of access system / biometrics: as per Schedule A

Tailgating/unauthorized entry: as per Schedule A

Protocol 2 – Waste & Recycling

Household refuse only on verge/pavement area on collection day, in sealed bins/bags.

Garden refuse bagged separately. No dumping or burning.

Building rubble: must be removed within 7 days.

Recycling: where municipal systems exist, residents must separate recyclables.

Fines:

Refuse out on the wrong day: R250.

Dumping on common areas: as per Schedule A

Burning waste: R3,000.

Failure to remove building rubble: R1,000/week.

Protocol 3 – Parks & Environmental Care

Parks reserved for walking, jogging, cycling, and passive recreation.

Organised sport or disruptive activity requires Directors' approval.

Private functions: No private functions are permitted without prior written approval (submitted at least 14 days in advance.

Family-only gatherings (residents + immediate family living in Estate) need no approval.

Pets: must be on a leash; owners must clean up.

Prohibited: motorised vehicles, fires, fireworks, dumping, commercial events.

Use at own risk; HOA not liable for injuries/damages.

Fines:

Dog off leash/pet fouling: as per Schedule A

Fireworks/fires/vehicles in park: R2,000

Flora/fauna damage: as per Schedule A

Unauthorised Park function/excess headcount: as per Schedule A

Protocol 4 – Utilities and Services

Electrical Supply:

Electricity is supplied to the Estate by Rustenburg Local Municipality. The HOA does not assume responsibility for electrical supply issues. Residents must communicate with Rustenburg Local Municipality regarding electrical supply issues.

Water Management:

Boreholes or well points are allowed subject to the approval of the directors.

Water tanks are allowed but must be placed out of sight.

The HOA is not liable for damages, expenses, or costs resulting from interruptions in utility services or flooding.

Protocol 5 – Emergency procedures

General Emergency Protocols:

- In case of any emergency, residents must immediately contact emergency services using the relevant emergency number for police, fire, or medical assistance.
- Notify the Estate Manager or the Directors as soon as possible after contacting emergency services.

Fire Emergencies:

- Activate the nearest fire alarm if available.
- Evacuate the premises calmly and quickly, using designated escape routes.
- Do not re-enter the building until it has been declared safe by the fire authorities.

Medical Emergencies:

- Contact emergency medical services immediately for urgent medical situations.
- Provide first aid if qualified and wait for professional medical assistance.

Security Emergencies:

- Report any security incidents or breaches to the Estate security personnel and the Estate Manager without delay.
- Cooperate with security personnel and follow their instructions during emergencies.

Hazardous Situations:

- If encountering hazardous conditions, such as gas leaks or chemical spills, evacuate the area immediately and contact emergency services for specialized assistance.

Responsibilities (Resident and Visitors):

- Residents and visitors must familiarize themselves with emergency procedures and exits.
- Ensure that all members of the household and visitors are aware of these procedures.

Liability:

- The HOA and its directors are not liable for any injury, loss, or damage resulting from emergencies, provided that all reasonable precautions and emergency procedures were followed.

18. **Indemnity**

The Home Owners Association and / or the Agents shall not be liable to any property or unit owner or tenant for any injury or damage of any description which the property or unit owner or tenant and / or any member of the property or unit owner or tenants family or any employee or servant or relative, visitor, friend acquaintance, invitee or guest of the property or unit – owner or tenant may sustain physically to his or their property, directly or indirectly, in or about the common areas or individual properties or units or in or about the parking bays or storerooms or in or about any part of the complex and / or grounds in which the individual properties or units or common areas are situated, by reason of any defects in the common areas or individual properties or units, or any appliances whatsoever in the complex or grounds in which the common areas or properties or units are situated or for any act done or any neglect on the part of the Home Owner Association' employees, servants or agents. The Home Owners Association or the Agents' representatives and servants accept no responsibility or liability of whatsoever nature in respect of the receipt or non– receipt and delivery or non-delivery of goods, postal matters or other correspondence. Nothing in this clause excludes liability that may not lawfully be excluded.

19. **Certification and Effective Date**

These Conduct Rules and Protocols were adopted by resolution of the Board of Directors and shall take effect on 1 July 2026, subject to the provisions of the Memorandum of Incorporation.

Certified as a true copy of the Conduct Rules and Protocols of Brigadoon Home Owners Association NPC on this ___ day of June 2026.

_____ _____

Chairperson Director

Acceptance of rules.

I, the undersigned _____

(Name), [Resident / Tenant / Owner / Employee]

Of Erf/Unit Number _____

(please specify), hereby:

Accept Terms: Accept and agree to all terms, conditions, and rules outlined in these Rules and Memorandum of Incorporation.

Authority and Amendments: Acknowledge that the Conduct Rules and Protocols may be amended in accordance with the MOI and that I would be bound by such amendments.

Access to Updated Rules: Understand that the latest amended version of the Estate Conduct Rules is available upon request from the HOA.

Signature: _____

Date: _____