



VISTA VILLAGE CONDUCT RULES

(To be registered in terms of Section 10(2)(b) of the STSMA 8 of 2011)

1 INTRODUCTION

1.1 These Conduct Rules govern the day-to-day management, behaviour, and use of property within the Sectional Title Scheme known as **Vista Village**, situated in Phase 4 Sub-phase 4.1 on the Erf 2340 Lethabong Extension 1 Township Village 2, developed by **Set Square Developments (Pty) Ltd** ("the Developer").

1.2 The Scheme forms part of the **Lethabong Estate Master Property Owners Association NPC (LEMHOA)** and the **Village 2 Home Owners Association (HOA)**, and is governed in accordance with their Constitution, Governing Rules and Architectural Guidelines.

1.3 These Rules must be read with:

- (a) The **Management Rules** of Vista Village;
- (b) The **Constitution and Governing Rules** of Village 2 & LEMHOA; and
- (c) Any relevant municipal by-laws or statutory regulations.

1.4 Should a conflict arise between these Rules and the LEMHOA or Village 2 HOA Rules, the latter shall prevail.

1.5 These Rules bind every Registered Owner, Resident, tenant, guest, contractor, and service provider entering the Scheme.

2 DEFINITIONS AND INTERPRETATION

For the purposes of these Rules:

- **"Act"** means the Sectional Titles Schemes Management Act 8 of 2011 and the Regulations thereunder.
- **"Association"** means the Lethabong Estate Master Property Owners Association NPC (LEMHOA).
- **"Body Corporate"** means the Vista Village Body Corporate established under section 2(1) of the STSMA.
- **"Common Property"** means those parts of the Scheme not forming part of any Section and owned in undivided shares by all Owners.
- **"Developer"** means Set Square Developments (Pty) Ltd (2013/199166/07), its successors or assigns.
- **"Exclusive Use Area"** means a portion of the Common Property allocated for exclusive use in terms of sections 27 or 10(7) of the STSMA.
- **"Owner"** means the registered proprietor of a Section.
- **"Resident"** means any lawful occupant of a Section.
- **"Trustees"** means the Trustees of the Body Corporate duly elected or appointed.
- **"Unit"** means a Section together with its undivided share in the Common Property.
- **Constitution & Governing Rules. Means Village 2.**

Words importing the masculine gender include the feminine and vice versa; the singular includes the plural.

3 PURPOSE AND APPLICATION

3.1 These Rules aim to:

- (a) Promote harmonious community living;
 - (b) Protect property values and the aesthetic integrity of Vista Village;
 - (c) Ensure safety, cleanliness, and order; and
 - (d) Align daily management with the Village 2 & LEMHOA standards.
- 3.2 The Managing Agents & Trustees may issue Directives for practical implementation.
- 3.3 Failure to comply constitutes a breach subject to sanction under Rule 18.

4 ANIMALS, REPTILES AND BIRDS

- 4.1 No animal, reptile, or bird may be kept without prior written consent from the Body Corporate, Managing Agents & Trustees.
- 4.2 Consent may be granted for a maximum of one (1) small domestic pet per ground-floor Unit.
- 4.3 Pets must be kept on a leash while on Common Property.
- 4.4 Owners must immediately remove pet excrement.
- 4.5 Persistent nuisance or failure to control a pet may result in withdrawal of consent and removal of the animal.
- 4.6 Guide dogs for the disabled are deemed approved subject to proof of need.

5 REFUSE AND WASTE DISPOSAL

- 5.1 All refuse must be securely bagged and placed in designated refuse bins in the Refuse enclosure.
- 5.2 No bins may be stored in public view except on collection days at the Refuse Area.
- 5.3 Residents must comply with any recycling directives issued by the Body Corporate, Managing Agents & Trustees or LEMHOA.
- 5.4 Dumping of bulk refuse, construction material, or furniture on Common Property is prohibited.

6 PARKING AND VEHICLES

- 6.1 Each Owner may use only the 1 x parking bay(s) allocated to his Unit (Parking Allocation).
- 6.2 Visitor are to park temporary on the 1 x Parking Allocated to the Section and may not be used for overnight parking.
- 6.3 No parking on lawns, sidewalks, or access roads.
- 6.4 Speed limit within the Scheme: **30 km/h**.
- 6.5 No mechanical repairs, washing, or oil changes on Common Property or Un-licensed Vehicles are allowed within the Lethabong Development including the Body Corporate Development Vista Village
- 6.6 Trucks, trailers, boats, or caravans may not be parked without written consent from the Managing Agents & Body Corporate..

7 NOISE AND DISTURBANCE

- 7.1 Residents must refrain from any conduct which interferes with the peaceful enjoyment of others.
- 7.2 Quiet hours apply between 21h00 and 06h00 WEEKDAYS & WEEK-ENDS 22H00 and 08h00.
- 7.3 Loud music, parties, or gatherings require Managing Agents & Trustee approval, prior to the event.
- 7.4 Repeated complaints may result in penalties under Rule 18.

8 ARCHITECTURAL AND AESTHETIC CONTROL

8.1 No Owner may alter the external appearance of a Unit without written approval from the Body Corporate, Managing Agents, Trustees and LEMHOA.

8.2 Paint colours, balcony enclosures, awnings, and air-conditioning units must comply with approved of the Body Corporate & the Architectural Guidelines.

8.3 No signs, advertisements, or banners may be displayed on the Common Property without permission from the Body Corporate, Managing Agents & Trustees..

8.4 Curtains and window coverings visible from outside must be neutral in colour.

8.5 Satellite dishes and antennas must be installed in non-intrusive positions approved by the Body Corporate, Managing Agents & Trustees.

9 MAINTENANCE OF SECTIONS AND EXCLUSIVE-USE AREAS

9.1 Owners must maintain their Sections and Exclusive-Use Areas in a clean and orderly state.

9.2 Owners shall be liable for damage caused by themselves or their invitees to Common Property.

9.3 If an Owner fails to maintain his Section, the Body Corporate, Managing Agents & Trustees may undertake repairs and recover the cost as a debt due.

10 LEASING AND OCCUPATION

10.1 Owners leasing their Units must furnish a copy of all the Rules within the Village 2 & LEMHOA to the tenant.

10.2 The Owner remains responsible for the conduct of tenants and guests.

10.3 Short-term letting (less than six months) requires written consent from the Body Corporate, Managing Agents, Trustees and LEMHOA.

11 SECURITY AND ACCESS CONTROL

11.1 Access to Vista Village is controlled via the Phase 4 security gate personnel.

11.2 Residents must comply with all security protocols and carry access cards or tags.

11.3 Lost devices must be reported immediately to the Body Corporate Managing Agents.

11.4 Security officers within Phase 4 Access Control are authorised to deny access to unauthorised persons.

11.5 Residents are responsible for their guests' behaviour within the Scheme.

12 USE OF COMMON PROPERTY

12.1 Common Property must be used only for its intended purpose.

12.2 Children must be supervised at all times.

12.3 No braais, fires, or picnics on Common Property except in designated areas provided by the Body Corporate.

12.4 No storage of personal items (e.g., bicycles, furniture) on passages or stairs.

13 BUSINESS ACTIVITIES

13.1 Units are for residential use only.

13.2 Home-based businesses may operate only with Body Corporate, managing Agents & Trustees approval & consent and must not increase traffic or cause disturbance at all, otherwise the Approval Consent may be withdrawn.

14 WATER AND ELECTRICITY SUPPLY

- 14.1 No tampering with water or electrical meters.
- 14.2 Water restrictions or load-shedding directives issued by municipal authorities must be observed.

15 POSTAL AND DELIVERIES

- 15.1 Owners must collect mail timeously to prevent overflow. If required.
- 15.2 The Body Corporate is not liable for lost or misdelivered mail.

16 SIGNS AND NOTICEBOARDS

- 16.1 Only Body Corporate, Managing Agents, Trustee-approved notices may be displayed on communal boards.
- 16.2 The rule only applies after the last registrations of the Developer, the Estate agent boards are permitted only for active re-sales or leases and placed in the window of the unit only and must be removed within five (5) days after conclusion.

17 USE OF EMPLOYEES AND CONTRACTORS

- 17.1 Estate employees are under the direction of the Managing Agent and Trustees.
- 17.2 No Owner or Resident may instruct estate employees to perform private tasks during working hours.
- 17.3 Contractors must adhere to working hours: Monday to Friday 07h30–17h00 and Saturday 08h00–13h00 only.

18 ENFORCEMENT AND PENALTIES

- 18.1 The Managing Agents & Trustees may impose fines for breaches of all these Rules.
- 18.2 Before a fine is imposed, written notice must be given to the offender to respond within 7 days.
- 18.3 Failure to respond or repeated offences may lead to escalating fines or referral to CSOS.
- 18.4 All fines are added to the Owner's levy account and recoverable as a debt in the same month.

19 DISPUTE RESOLUTION

- 19.1 Disputes should first be submitted in writing to the Body Corporate, Managing Agents & Trustees.
- 19.2 If not resolved within 30 days, the matter may be referred to the Community Schemes Ombud Service (CSOS) for adjudication.

20 AMENDMENT OF RULES

- 20.1 These Rules may be amended only by Special Resolution of the Body Corporate and approval by LEMHOA and CSOS.

ANNEXURE A – SCHEDULE OF EXCLUSIVE USE AREAS, if required

(to be completed after registration of the Sectional Plan)