

RULES

Forest Glade

THE ONE HUNDRED AND THREE HOMEOWNERS
ASSOCIATION, NPC
hereinafter referred to as “the Association”

Pertaining to the ownership of erven and residents in the homes within the area known as “Forest Glade” comprising the subdivisions of Erf 6231, 6232, 6233, 6234, 6235 and Erf 7295 Constantia and any land leased by the Association and managed by the Association inclusive and to all visitors entering Forest Glade.

NOTE:

1. These Rules must be read in conjunction with the Association’s MEMORANDUM OF INCORPORATION and Annexure “B” the Association’s DESIGN MANUAL. Copies of all documents are available on the Association’s website or from the Estate Manager.
2. The revised editions of these Rules, The Memorandum of Incorporation, and the Design Manual were adopted by the members of the Association at the General Meeting held on 27 November 2024 and are effective from that date.

**BY ORDER OF THE BOARD OF DIRECTORS OF THE ASSOCIATION,
hereinafter referred to as “the Directors”**

INDEX

	Page
OBJECTIVES.....	1
MEMBERS RESPONSIBILITY.....	1
INDEMNITY.....	2
LIVING IN HARMONY WITH OTHER RESIDENTS.....	2
Noise /washing lines /speed limits / parking etc.....	2
Events/Functions - Rules applicable to the use of Common Land or the Public Open Space.....	3
USE OF PRIVATE ERF.....	3
Occupancy / tenants / Lease Agreements.....	4
Access.....	4
Dogs, cats, and other pets.....	4
Businesses run from houses in Forest Glade.....	5
Structures, signs, dish antennas and other installations.....	5
GARDENS AND GARDEN SERVICES.....	5
REFUSE DISPOSAL.....	6
Domestic / Garden / recycling and non-standard.....	6
USE OF COMMON AREA.....	6
Parking / Parking bays / Personal Parking areas.....	6
Paving.....	7
MAINTENANCE OF HOUSES AND SERVICES.....	7
Walls, roofs etc. common to more than one private erf.....	7
Sewerage system.....	7
Painting by the Association.....	7
Painting by the member.....	8
Garage doors.....	8
ALL ALTERATIONS AND/OR ADDITIONS TO HOUSES.....	8
ERECTION OF FENCES AND WALLS.....	9
SALE OF PROPERTY.....	9
UNBUDGETED EXPENSE UNDERTAKEN BY THE ASSOCIATION.....	9
FAILURE TO COMPLY WITH THESE RULES.....	9
Procedures for breaches of the rules.....	10
Procedures for resolution of complaints.....	11
General.....	11
POPI – Protection of Personal Information.....	12

1. On registration of transfer of a private erf in Forest Glade, the transferee shall *ipso facto* become a member of the Association.
2. These rules are binding on all members of the Association and in fact everybody on the estate. Each member is responsible for ensuring that all persons residing on his/her private erf and his/her guests, employees, contractors and agents comply with these rules and shall personally be responsible for the actions or omissions of such persons.

In terms of the Association's Memorandum of Incorporation, the Directors may from time to time, in their sole discretion, change these rules, it being specifically recorded that this is a working document. The modifications shall be adopted by the members at a General Meeting or Annual General Meeting.

3. **THE OBJECTIVES OF THESE RULES ARE:**

- to maintain the pleasant ambience of Forest Glade
- to protect members, residents and tenants from objectionable behaviour by other members, residents and tenants
- to set out the responsibilities of members, residents and tenants towards the Association and towards other members and tenants
- to set out procedures for obtaining the permission of the Directors for proposed actions by members, residents and tenants where this is required
- to obtain a uniform standard of external appearance of houses and garages
- to set out the actions to be taken by the Directors in the case of breaches of these rules.

These RULES and the Association's DESIGN MANUAL govern ALL alterations and/or additions to houses in Forest Glade and all members, tenants and residents are subject to all local authority /municipal by-laws and all other relevant legislation pertaining to, but not limited to building alterations, the installation of Liquid Petroleum Gas (LPG) facilities, the installation of solar panels and geysers and the keeping of pets and other.

4. **RULES – MEMBERS RESPONSIBILITY**

Members must acquaint themselves with the Memorandum of Incorporation, these rules and the design guidelines and rules. All members shall ensure that a copy of these rules (as amended from time to time) shall be made available in advance to any prospective purchaser of their property or all persons granted rights of occupancy of their erf who shall acquaint themselves with and comply with the rules.

5. **INDEMNITY**

All members, residents, tenants and others entering Forest Glade do so entirely at their own risk and all members, residents, tenants and others shall indemnify the Directors, the Estate Manager and the Association or any of its employees, servants or agents against any and all claims for any loss, damages to any building, person or property anywhere on the estate howsoever and whomsoever caused, and whether by any act or omission of any of the foregoing, and all members and residents on the estate hereby waive any claims which at any time might arise in consequence of any act or omission aforementioned.

6. **LIVING IN HARMONY WITH OTHER RESIDENTS**

Every member and resident shall behave in such a way as not to cause damage, nuisance or annoyance to any other resident, and shall ensure that their visitors do likewise. In particular this means that they will:

- 6.1 not aim or discharge any weapon of any kind, or store or set off any explosive material, including fireworks
- 6.2 not make a noise or play any instrument or sound reproduction equipment so as to produce sounds of such a kind or at such a volume as to be objectionable to any other member or tenant or resident.
- 6.3 Washing may be hung on portable collapsible laundry stands. No permanent washing lines or structures, e.g. large rotating umbrella type, are permitted. Laundry stands may be placed on one's private erf only and positioned strategically so as to be as visibly unobtrusive as possible to fellow residents. Laundry may not be hung out of windows or over fences and walls.
- 6.4 drive any vehicle with caution and consideration, within the speed limit of 30 km/h and always bearing in mind the special nature of the vehicular and pedestrian traffic in Forest Glade, particularly the presence of children and animals.
- 6.5 not park any boat, caravan or trailer anywhere in Forest Glade without the prior consent in writing, of the Directors and then subject to such conditions as the Directors may impose
- 6.6 respect the sylvan natural environment of Forest Glade and maintain it by:
 - 6.6.1 not damaging, destroying or removing any tree, shrub or flower
 - 6.6.2 not setting any traps or snares
 - 6.6.3 not attaching any sign, tree house or any object or structure to any tree or shrub, without the prior written consent of the Estate Manager.
 - 6.6.4 not polluting, damming or diverting any flow of water, except to canalize rain water, but then only in such a way that other parties will not be inconvenienced
 - 6.6.5 not making a fire except on a private erf, and then only in suitably designed equipment which will contain the fire and ensure efficient combustion to minimize smoke.

Fires on Common Land will be permitted for Forest Glade community events only. A suitable area must be identified, the consent of affected residents must be sought and arrangements made through the Estate Manager's office whereupon the Directors will consider approval.

No Fires may be made on the Public Open Space, i.e. the leased land.

6.7 Events/Functions - Procedures and rules applicable to the use of Common Land or the Public Open Space.

The Association functions according to many detailed documents such as the MOI, the Rules and the Design Manual that are accessible on our Website. Additionally, there are very strict conditions of in our lease with Council regarding the use of what is Public Open Space. It is critical for us to abide by these conditions so as not to jeopardise the Lease. Community sensitivities surrounding the Lease exist and it is therefore deemed prudent to not attract public attention by restricting the scale of activities in this high profile area. A copy of the Lease is available in the Estate Manager's office for perusal.

Group events held on Common Land within the residential component must give consideration to factors such as notifying affected residents and getting consent, noise, right to privacy, fires and, of course, Covid19 protocols.

Understandably, not all residents are necessarily familiar with the documents or the difference between Common Land and Public Open Space, therefore it is incumbent on anyone wishing to utilize the open spaces within the complex to negotiate with the Estate Manager regarding the do's and don'ts to be considered. It is therefore required that details of any planned group event indicating the proposed venue, the number of attendees (especially non-residents) as well as date and time frame be emailed to the Estate Manager's office in order that the Estate Manager can highlight the T's & C's applicable before granting written approval. The Association cannot afford to be held liable in the event of possible mishaps.

7. USE OF PRIVATE ERF

Every member must ensure that their private erf (main dwelling, garages, outbuildings, boundary walls and gardens) is maintained in good condition and in a condition that it does not detract from the general appearance of Forest Glade. A member who lets his house retains this responsibility and must ensure that the house is so maintained and is in a neat and tidy state at all times.

All members, residents and tenants must not allow any private erf to be used in a manner which is illegal, dangerous, or in any way obnoxious or objectionable to other members, residents and tenants.

7.1 Occupancy / tenants / Lease Agreements

7.1.1 A private erf shall be occupied only by the member, or persons granted rights of occupancy of the member's private erf ("tenant"). .

7.1.2 No dwelling may be let for a period of less than 6 (six) consecutive months without the prior written agreement of the Directors.

7.1.3 No form of “time-sharing” or any similar arrangement, whereby a person, whether or not such person is an owner or immediate family of an owner, may utilize a dwelling or portion thereof for a specified period or periods of time, may be concluded in respect of a dwelling

Members are responsible for ensuring that their family, friends, employees, visitors and tenants abide by these rules. In practice this requires that a member must:

- ensure that the Lease Agreement contains a clause that the tenant is subject to the Rules, MOI and Design Manual of the Association
- Use his discretion in the choice of tenant
- ensure that the tenant(s) and estate agents, if applicable, have a copy of these documents
- demand acceptable behavior from his tenants
- Evict tenants who persist in disregarding these rules

7.2 **Access**

Members, residents and tenants must allow reasonable access to the Directors or anybody authorized by the Directors or its managers to carry out inspection or maintenance of the Association’s infrastructure, or to ensure that these rules are being adhered to. In case of doubt, the written authorization of a member of the Directors or managers should be obtained.

7.3 **Dogs, Cats, and other pets**

Members, residents and tenants shall at all times comply with official municipal and other local authority by-laws and regulations pertaining to the keeping of pets.

With due regard to the small sizes of the properties in Forest Glade and the proximity of homes to each other, members, residents and tenants cannot keep any dog (MAXIMUM OF 2 DOGS PER UNIT) without the prior consent in writing of the Directors, which board of directors may impose special conditions relating thereto. It must not be assumed that permission will be granted. The consent may be withdrawn by them at any time, without giving any reasons and the conditions may be modified or withdrawn at the Director’s sole discretion. Residents must ensure that their pets do not behave in a manner that is dangerous, noisy, or in any other way objectionable.

At any given time, there shall be no more than three (3) animals in total kept on any residential erf.

RULES PERTAINING TO DOGS IN PARTICULAR:

7.3.1 Dogs must not be allowed to attack, worry or frighten any person or other animal or otherwise cause damage, nuisance or disturbance.

7.3.2 No dog faeces may be left on any common area or the Public Open Space within the Estate. Owners must carry plastic bags with them at all times and in the event of the dog defecating, the owner shall immediately pick up the faeces and dispose of it in a responsible manner.

7.3.3 Dogs must be kept on a lead at all times outside of the owner's property i.e. on all common areas. Leads may be removed in the area around the river on the Public Open Space and put back on before entering the residential component.

7.4 **Businesses run from houses in Forest Glade**

No private erf shall be used for any professional or business purpose in such a manner which causes nuisance or disturbance. No auction or similar sales or exhibitions shall be held without the prior written consent of the Directors. Houses for sale may however be put on show without requiring the Directors' permission.

7.5 **Structures, Signs, Dish Antennas and Other Installations**

The member shall refer to, be guided by and comply with the Association's DESIGN MANUAL.

8. **GARDENS AND GARDEN SERVICES**

8.1 **Garden Services provided by the Association**

No services other than fortnightly mowing, edge trimming and hedge cutting will be provided by the Association in any garden deemed to be an exclusive use area i.e. for use solely by the resident of a unit.

8.2 **Extension onto common property / Enclosure**

Members may be permitted to extend their gardens onto the common area North, South, East or West provided they have written approval from the Directors.

In the event that a member is granted the right to extend their garden or enclose a garden on the common property, then that member shall be solely responsible for the full maintenance and upkeep of the garden at their personal cost.

The member undertakes to maintain any enclosed area whether it be their private or common area resulting in exclusive use, whether by means of a fence, gate, hedge or any personal landscaping of the area at their own expense, including the cost of water (no use of common well points allowed) in a condition acceptable to the Directors. If this is not done, the Directors may take over the maintenance of the land without compensation, at their sole discretion and remove any plants or hard and soft landscaping improvements without any compensation to the member to reduce the maintenance cost to a level acceptable to the Directors.

The member shall refer to, be guided by and comply with the Association's DESIGN MANUAL.

8.3 **Use of common well points**

Members/residents or Tenants may use the common well points for 1 hour per day, 3 times a week to water gardens on common land that are not enclosed and not resulting in exclusive use, but that they maintain.

8.4 **Planting of trees and shrubs**

The planting of trees is not permitted without the prior approval of the Estate Manager. Care must be exercised in the selection and placing of shrubs, particularly because of possible damage to the sewerage system and the cost of containing the eventual size.

8.5 **Planting of hedges**

8.5.1 The planting of new hedges is not allowed without the permission of the Directors because of the high cost of clipping

8.5.2 For planting of hedges on boundaries the member shall refer to, be guided by and comply with the Association's DESIGN MANUAL.

9. **REFUSE DISPOSAL**

9.1 Domestic and garden refuse must be disposed of in the manner specified-below.

9.2 Members, residents and tenants or their contractors shall not generate (e.g. during building operations), deposit or dump refuse, trash, garbage or waste of any description whatsoever, including builders' rubble, on the common area, but shall retain such material in a hygienic and unobjectionable manner on his private erf, prior to disposal in the following manner:

9.2.1 **Domestic refuse** to be placed in plastic bags in the demarcated bins in the local refuse enclosure in each hamlet for collection by the Local Council,

9.2.2 **Garden refuse** to be placed in the garden refuse enclosure only by members, residents and tenants.

9.2.3. **Recycling** specially labelled bins have been provided in the enclosures for recycling plastic items, tins and glass (which must be washed prior to disposal), polystyrene as well as paper, newspapers and cardboard. Kindly adhere strictly to the content labels when using this facility.

9.3 **All non-standard refuse**

Packing cartons, large boxes, broken furniture, etc., and rubble must **NOT** be left in the refuse enclosures. Such items must be disposed of by the member, resident or tenant, at his/her own expense, either at the official municipal dumping sites or at the recycling points provided by various organisations.

10. **USE OF COMMON AREA**

10.1 **Parking / Parking bays / Personal parking areas**

The member shall refer to, be guided by and comply with the Association's DESIGN MANUAL.

10.2 **Paving**

Subject to prior agreement with the Directors, a member may replace paving on the approach to his erf. The member shall refer to, be guided by and comply with the Association's DESIGN MANUAL.

10.2.1 The individual member shall:

10.2.1.1 not thereby acquire any right to the ground on which the replacement paving is situated

10.2.1.2 have no claim against the Association for any compensation in respect of any improvement of the common area

10.2.1.3 maintain the replacement paving in a condition acceptable to the Directors

10.2.2 The Directors have the right in their sole discretion to remove such replacement paving and shall be obliged as soon as reasonably possible after removing such paving to replace it at its own cost to its own design.

10.3.3 When any material or structure on the common area is removed, whether by the member or the Directors, for whatever reason, e.g. for upgrading of paving or because the Directors have other plans for the area, the reclaimed material becomes the property of the Association. However, if the member simply wants to move the material to a different (agreed) location, the Association will relinquish its claim.

11. **MAINTENANCE OF HOUSES AND SERVICES**

11.1 **Walls, roofs etc. common to more than one private erf**

Where walls, roofs, pipes, gutters, wiring or any other items are common to more than one private erf the member shall maintain his part of the installation in such a way as not to cause damage or inconvenience to his neighbour.

11.2 **Sewerage system**

The removal of blockages in the sewerage system will be done by the Association at its expense, except where the blockage occurs between the manhole in the unit's yard and the interior of the house, in which case the member will be liable for the cost of de-blocking and/or repairs. The Association is not responsible for cleaning the slotted grates in gullies in courtyards.

11.3 **Painting by the Association**

11.3.1 The Directors are responsible for arranging for the repainting of all the exterior walls of all private houses (excluding woodwork) and garages (including the woodwork providing it is maintained in good condition by the member) to the Association's specification in force at the time.

11.3.2 The Directors will, from time to time, decide on the appropriate specification, depending, *inter alia*, on the condition of the painted surfaces.

11.3.3 The Directors, in consultation with the members, will decide on the method of payment by the members, e.g. by a one-off levy, a special levy, by building up a special fund in advance or by some other approved procedure.

11.3.4 The Directors may be prepared to approve any additional work requested by the member, but this will be for his/her account. In the cases where additional work is considered by the Directors to be essential for the acceptable appearance of the house, but the member is not prepared to accept responsibility for the work, the Directors may, in their sole discretion, have the work done and charge the cost to the member.

11.4 **Painting by the member**

To ensure a reasonable harmony in the general appearance of Forest Glade, members must ensure that:

11.4.1 for walls: In decorating their properties this is done in accordance with the rules then prescribed by the Directors. The general rule is that all the units within Forest Glade shall conform with regard to wall colour and wall bands (if any).

11.4.2 for timber: White

11.4.3 for fencing: refer to the DESIGN MANUAL.

11.5 **Garage doors**

11.5.1 The member shall refer to, be guided by and comply with the Association's DESIGN MANUAL.

11.5.2 Should any garage door be replaced, such garage door shall match in appearance all the other doors in that block of garages to maintain the harmony of appearance within Forest Glade. However, should all the members who own garages in that block of garages agree to a new type of door and agree to replace all the doors in that block within a reasonable period of time they shall so advise the Directors, requesting their approval, which shall not unreasonably be withheld.

12. **ALL ALTERATIONS AND / OR ADDITIONS TO HOUSES** **(must be approved by the Directors and members must follow the design review process)**

When a member of the Association wishes to make any alterations and/or additions to his/her house including but not limited to the following:

- spa-gas installation, solar panels, solar geysers, electricity generators, well points, heat pumps, air conditioners, water tank systems, LP gas systems
- any item projecting above the level of the roof parapet

The member shall refer to, be guided by and comply with the Association's DESIGN MANUAL. It is a requirement that all building plans be submitted to the DRC for consideration before submission for approval to the Local Authority. A member is not entitled to erect any such building or structure without the written consent of the DRC.

13. **ERECTION OF FENCES AND WALLS - (must be approved by the Directors)**

The member shall refer to, be guided by and comply with Association's DESIGN MANUAL.

13.1 **Fences**

13.1.1 preferably on private property only, but in some cases this will mean cutting through an existing garden or lawn. The exact specification will therefore depend on the local circumstances.

13.1.2 fences must as far as possible be hidden by shrubs and flowers. (No hedges permitted without approval).

13.1.3 unlocked gates in fences shall be obligatory to provide access to all adjacent properties and/or common ground.

13.2 **Walls**

On private property only, between two private properties.

14. **SALE OF PROPERTY**

The member shall ensure that the Estate Agent's potential purchaser shall be provided in advance with a copy of these rules, the MOI and the Design Manual (Annexure A) governing all alterations and/or additions to houses in Forest Glade.

15. **UNBUDGETED EXPENSE UNDERTAKEN BY THE ASSOCIATION**

From time to time the need may arise for the Association to incur expenditure of a nature that was either not budgeted for or has arisen as an emergency issue requiring urgent attention.

In such cases the Directors may not exceed a total expenditure limit, for any one project of R50 000 without first obtaining the approval of members at an Annual General Meeting or a General Meeting called for that (as well as any other) purpose.

16. **FAILURE TO COMPLY WITH THESE RULES**

16.1 A Dispute Resolution Committee shall be formed consisting of three directors of the Association's board of directors. The role of the Dispute Resolution Committee is to uphold the Association's Rules and to endeavour to resolve breaches of the Rules and complaints lodged by members relating to the behaviour of a member, resident or tenant. .

16.1.1 Members whose premises are occupied by tenant/s shall be solely responsible for the actions of that tenant in terms of the Rules and MOI. The Dispute Resolution Committee shall engage with the member directly during the process of resolution. The member shall be held accountable should any penalties or actions be imposed by the Dispute Resolution Committee relating to his/her tenants' conduct.

- 16.1.2 The DR Committee shall not become involved in disputes between members and/or tenants (where applicable) and contractors, or between members and/or tenants (where applicable) and Municipal officials.

16.2 Procedure for breaches of the Association's Rules

- 16.2.1 For the enforcement of the Association's Rules, the Estate Manager shall give notice in writing to the member and tenant (where applicable) concerned to remedy any breach of the Rules within such period/s as he may determine.
- 16.2.2 Should the member and tenant (where applicable) not comply with the Estate Manager's request to remedy the breach within 7 days from receipt of the notice, the Estate Manager shall refer the breach and record of procedures taken to remedy the breach, to the Dispute Resolution Committee.
- 16.2.3 The Dispute Resolution Committee shall meet within two weeks of receipt of the Estate Manager's written request to consider the matter and, if necessary conduct on-site inspection/s and/or meet with the member/s and other party(ies) involved in the breach.
- 16.2.4 The Dispute Resolution Committee shall take or cause to be taken such action as it deems fit to remedy the breach of which the member and tenant (where applicable) may be guilty.
- 16.2.5 Should the member and tenant (where applicable) be in breach of any one of the Association's Rules, the Dispute Resolution Committee shall impose a penalty in the amount determined by the Directors in their sole discretion on the member concerned, which amount shall be a debt due to the Association.
- 16.2.6 If consensus cannot be reached within the Dispute Resolution Committee on actions to be taken to remedy the breach, the breach shall be referred to the Directors for determination by majority vote at a Director's meeting.
- 16.2.7 A penalty imposed upon a member shall be a debt to the Association, added to the member's levy account and be payable as part of his/her levy on the first day of the following month.
- 16.2.8 Members shall not be entitled to any of the privileges of membership unless and until they shall have paid every levy or fine, interest thereon and other sum (if any) which shall be due to the Association.
- 16.2.9 The record of the procedures taken to remedy the breach and any actions or penalties imposed shall become a permanent record in the member's file.
- 16.2.10 Should the member not comply with either the Dispute Resolution Committee or the Director's decision relating to the breach, the Directors shall decide on further action to be taken which may include a referral to the Community Schemes Ombud Services (CSOS) or to Arbitration in terms of the Association's Memorandum of Incorporation, clause 28.

16.3 Procedure for Resolution of Complaints relating to the behaviour of another member, resident or tenant

16.3.1 Complaints may be raised by any member by submitting a written request to the Estate Manager, detailing the following:

- The exact nature of the complaint
- A full account detailing all the evidence of the complaint and any statements from any parties, photographs etc. should be recorded
- A motivation for the complaint to be considered
- Applicant's expected outcome

16.3.2 The Dispute Resolution Committee shall meet within two weeks of receipt of the written request to consider the complaint and, if necessary, conduct on-site inspection/s and or meet with the member/s and other party(ies) involved in the complaint.

16.3.3 The Dispute Resolution Committee shall decide on the appropriate action to be taken to resolve the complaint. If consensus cannot be reached within the Dispute Resolution Committee on actions to be taken to resolve the complaint, the matter shall be referred to the Directors for a decision.

16.3.4 The Dispute Resolution Committee's decision shall be conveyed to the member and tenant (where applicable) and other party(ies) involved in the dispute in writing, by the Estate Manager.

16.3.5 The record of the procedures taken to resolve the complaint and any actions or penalties imposed shall become a permanent record in the member's file.

16.3.6 Should the member not comply with the Dispute Resolution Committee's decision for resolution of the complaint the Dispute Resolution Committee shall refer the matter and record of procedures taken to the Directors. The Directors shall decide on further action to be taken.

Should the member not comply with either the Dispute Resolution Committee or the Director's decision for resolution of the complaint the Directors shall decide on further action to be taken which may include a referral to the Community Schemes Ombud Services (CSOS) or to Arbitration in terms of the Association's Memorandum of Incorporation, clause 28.

16.4 General

16.4.1 Should the Dispute Resolution Committee and/or the Directors institute legal proceedings, including but not limited to mediation or arbitration against any member or tenant, or become obliged to obtain legal advice in the process of the enforcement of any rights of the 103HOA, the 103HOA shall be entitled to recover, in full, all legal costs so incurred, from the member or tenant.

16.4.2 Members shall not be entitled to any of the privileges of membership unless and until they shall have paid every levy or fine, interest thereon and other sum (if any) which shall be due to the Association. The full levy is payable every month and no deductions may be made, regardless of any dispute a member may have with the Association.

17. POPI (Protection of Personal Information)

- 17.1 In the provision of Community Services ("Levy & utility bills, maintenance of common property, provision of electricity & water and access & security services") to its members ("home owners and residents within the gated community known as Forest Glade"), the Association makes use of information that identifies or relates specifically to natural persons ("home owners, contractual tenants, visitors, contractors, domestic workers and other service providers") including but not limited to financial information, name, age, identity number, assets and liabilities, income and payment records ("Personal Information"), biometric information ("fingerprints"), CCTV footage. Broadly, the Association, in the provision of the service to its members and tenants, collects, collates, modifies, stores and distributes the Personal Information of such natural persons,(collectively referred to as "Processing").
- 17.2 The Association views accountability and compliance with prevailing laws as central to the provision of its Services.
- 17.3 The Association has taken steps to ensure that its business processes and practices in respect of Personal Information are moving towards compliance with the requirements of the POPI Act. In particular, the Association has ensured that Personal Information is legitimately sourced and processed in accordance with its MOI, Estate Rules, all existing membership and resident contractual agreements; Personal Information is updated on a regular basis to ensure that it is accurate and correct; and the most up to date security measures have been put in place to ensure the integrity and confidentiality of the Personal Information.