



BODY CORPORATE CONDUCT RULES

INTRODUCTION

The purpose of this set of rules, guidelines and the code of conduct is to govern the conduct of residents, their workers and visitors and to procure the better management of the affairs of the Body Corporate in the furtherance and promotion of the objects of the Body Corporate and the advancement of the interests of the members.

These rules were drafted in order to address the need for a clean, neat and safe environment and to make practical arrangements with regard to refuse removal, structural alterations, security, parking, animals, workers and contractors and to, in general, contribute to the enhancement of a content community who enjoys a high quality, crime free, aesthetically pleasing lifestyle.

The provisions are not intended to be unduly prescriptive or limiting. It is hoped that residents will embrace the arrangements freely and voluntarily, with a view towards promoting the existing spirit of goodwill upon which they are founded.

1. USE OF SECTION AND COMMON PROPERTY

- 1.1 No owner or occupier of a section may, without the prior consent of the Trustees:
 - 1.1.1 use the section for any purpose other than residential purposes.
 - 1.1.2 allow more than two people in a one bedroom residential unit or three adults in a two bedroom residential unit, or alternatively two adults and two children in a two bedroom residential unit (excepting in special circumstances for a short duration with authorisation from the Trustees).
 - 1.1.3 hold or permit to be held any auction or a fete on the section or on the common property.
 - 1.1.4 permit any advertisement, name or lettering of any unsightly size, colour or character to be painted on or affixed to any wall, building or structure on the property, nor permit any advertisement, name or lettering of any kind to be painted on or affixed to the roof of any building on the property.
 - 1.1.5 erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property.
 - 1.1.6 remove or plant any shrub, tree or plant on or in the common property.
 - 1.1.7 erect his own washing lines nor hang any washing or other items on any part of the building or the common property including balconies or passage railings so as to be visible from outside the building or from any other section nor be exposed to view on the premises in any unsightly manner whatsoever.
 - 1.1.8 permit any noisy, injurious or objectionable trade or business of any kind to be carried on in any section or building, and the owner shall ensure such unit at all times be kept in such a state as not to be a nuisance or annoyance to any owner and/or occupier and surrounding neighbours.
 - 1.1.9 the Trustees of the Body Corporate shall be entitled, in their sole discretion, to withdraw from time to time any approval as contemplated in clause 1.1.1 above.
- 1.2 An owner or occupier shall not place or do anything on any part of the common property or on the balcony, stoep or patio of his section which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building / section. Balconies and window sills may not be used as storage space (e.g.: Beds, cupboards, furniture, etc)

2. DAMAGE, ALTERATIONS, RENOVATIONS OR ADDITIONS TO A SECTION AND TO THE COMMON PROPERTY

- 2.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the common property without first obtaining the prior written consent of the Trustees.
- 2.2 To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to:
- 2.2.1 install any locking device, safety gate, burglar bars or other safety devices for the protection of a section;
- 2.2.2 install a lean to, canopy, awning, shade cover or the like on a section;
- 2.2.3 install a screen or other device to prevent the entry of animals, insects, etc;
- 2.2.4 install any device for the reception or transmission of radio, television and / or any other signals, satellite dish, air conditioners, solar heating systems, skylights, chimneys or chimney flutes etc;
- 2.2.5 make any structural, decorative or other alteration or addition to a section externally or internally to the extent that it can be seen externally;
- 2.2.6 drill any concrete slab of any section or any other part of the building and / or common property due to the pre – determined reinforcement of such concrete slabs. Any owner and / or occupier desiring such drilling operation shall be liable for the cost of a structural engineer's report, confirming that such drilling does not interfere with the structural reinforcement;
- 2.2.7 paint the exterior, including the painting of the front doors and windows;
- 2.2.8 make any visible change to the exterior appearance, quality or colour of the building or of any device whatsoever attached thereto;
- 2.3 All internal building alterations and renovations are to be approved by the Trustees. Building operations are to be conducted during standard working hours, which are Monday - Friday between 08h00 – 17h00. Any deviation from these set hours is to be approved by the Trustees. All building rubble removal and the cleaning of areas, is to be done daily and any costs are for the owner's account.
- 2.4 An owner shall not be permitted to enclose a portion or the whole of his/her balcony and included within his/her section.
- 2.5 The owner or occupier of a section shall ensure:
- 2.5.1 that any broken window pane is replaced within 3 days of breaking from whatsoever cause;
- 2.5.2. that all curtains are to be lined with a white or cream fabric. Blinds are to have a white or cream backing unless they are wooden blinds. Only curtains may be used as window and front door coverings. No sheets, towels or the like will be permitted.
- 2.6 **Alterations and Renovations**
- 2.6.1 Owners who wish to undertake alterations to and renovations of their unit, must appreciate that their proposed activities may affect others within the Complex and it is most important firstly that, any detrimental impact is kept to an absolute minimum and that once started, the work is completed expeditiously within the agreed work period.

It is the function of the Trustees of the Body Corporate to ensure that all alterations and renovations undertaken are done with reasonable and diligent care and with due and proper consideration, for the remaining owners and occupants.

All applications for alterations and renovations are to be submitted to the Managing Agent prior to starting work. The Managing Agent is to pass on the applications to the Trustees for their consideration approval.

The following broad definitions shall apply:

2.6.1.1 **"alterations"** shall mean any work involving structural alterations or additions to a section or a unit involving the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which effects the exterior appearance of a section or unit;

2.6.1.2 **"renovations"** shall mean any internal redecoration or refurbishment or the existing exterior of a unit or section, including the replacement, removal or creation of internal fittings such as kitchen and other cupboards , sanitary ware, floor coverings, etc;

The Trustees of the Body Corporate shall determine, in their sole discretion, whether the work proposed constitutes "alterations" or "renovations" as referred to herein.

2.6.2 Alterations

The procedure for obtaining approval shall be as follows:

Where alterations as defined above are involved:

2.6.2.1 The application with a sketch plan of the proposed alterations shall be submitted to the Trustees of the Body Corporate for agreement in principle to be obtained:

2.6.2.2 After approval in principle by the Trustees of the Body Corporate, it is the responsibility of the owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by local authority:

2.6.2.3 A copy of the plans as approved by the local authority shall be submitted to the Trustees of the Body Corporate shall be supplied with evidence satisfactory to them that council approval is not required.

2.6.2.4 If the Trustees of the Body Corporate consider in their sole discretion, it necessary, they shall be entitled at the cost of the applicant to seek the advice of an architect (for other professional assistance) as to the acceptability of the proposals

2.6.3 Renovations

2.6.3.1 Where only renovations as defined above are proposed, this application shall be submitted to the Trustees of the Body Corporate.

2.6.3.2 Written confirmation that the work may proceed will be conveyed to the owner by the Trustees of the Body Corporate with whom a date for commencement of the work shall be arranged. The Trustees of the Body Corporate shall also supply information in respect of access by contractor's workmen and the maintenance of security within the building (of utmost importance).

2.6.3.3 No work may be started until written approval has been conveyed by the Trustees of the Body Corporate in writing as above and the deposit mentioned below shall be paid to the Trustees of the Body Corporate.

2.6.3.4 The owner accepts responsibility for any damage caused by him or his contractors to common property or to other units in the block and hereby indemnifies other owners and the Body Corporate against such damage

2.6.3.5 Contractors must clean up common property each afternoon before leaving the site, failing which the Trustees of the Body Corporate shall be entitled to appoint building staff to do so at overtime rates, at the owner's sole expense.

2.6.3.6 No rubble shall be left in the grounds of the complex overnight.

2.6.3.7 All doors and windows being installed shall conform in outward appearance with the other doors and windows installed in similar positions elsewhere in the building.

- 2.6.3.8 Each owner hereby indemnifies the Body Corporate in respect of any damage caused to the common property, either inside or outside the building, and shall pay all costs of repairing or restoring the damages caused during the course of carrying out alterations to such owner's section.
- 2.6.3.9 A deposit of Rand 5000.00 (five thousand rand) or (such amount as may be determined by the Trustees of the Body Corporate from time to time in their sole discretion), shall be payable before renovation or alteration work commences, from which the costs of rectifying any damage to common property (eg. road coverings, woodwork, paintwork, plumbing etc) as also any other charges accruing against the owner shall be deducted.
- 2.6.3.10 The aforementioned deposit shall be paid into the account of the Body Corporate with the interest for the Body Corporate account in lieu of administration of the deposit.
- 2.6.3.11 Any charges expenses or costs accruing against the owner arising from matters contained anywhere in the foregoing conditions are payable on demand and shall be deducted from the deposit. However, should the amount of the deposit prove insufficient, to meet the whole of such costs, then such deficiency shall be payable on demand.
- 2.6.3.12 Any balance of the deposit remaining shall be repaid to the owner after completion of the alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit, together with all accrued interest on the deposit.
- 2.6.4 It shall be the responsibility of the owner to ensure that its contractors and workmen comply herewith. For security purposes, the owner is to inform the Trustees of the contact details of the contractor and the date and times that the work will be done.

3. LIABILITY FOR MAINTENANCE AND REPAIRS

- 3.1 It is the duty of each owner to keep his/her section and those areas of the Common property of which he/ she has the exclusive use and occupation in good, clean, sanitary and habitable order and condition and to maintain all electrical, plumbing and sewerage installations and services in good order and condition.
- 3.2 If an owner fails to repair or maintain his/her section in a state of good repair, or fails to maintain adequately any areas of the common property allocated for his/her exclusive use and enjoyment, any such failure persists for a period of one month after written notice, the Body Corporate is entitled in terms of the Rules to remedy the owner failure and to recover the reasonable cost of doing so from the owner.
- 3.3 It is the duty of the Body Corporate to properly maintain the common property and keep it in a state of good and serviceable order.
- 3.4 Owners / occupiers are obliged at all reasonable times to grant access to the Body Corporate's agents for the purpose of attending to emergency faults or problem affecting other owners.

4. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS, ETC.

- 4.1 All owners and occupiers shall ensure that their use of their section and of the common property and its facilities is at all times conducted in such a manner so as not to:
- 4.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other owner or occupier, particularly in the form of loud music, radio or TV, or other irritating noise.
- 4.1.2 detrimentally affect the rights and interests of other owners or occupiers.
- 4.1.3 contravene the Laws of the Country. Contravention thereof will be reported to the Authorities and the Owner will be subject to a penalty as per Penalty clause.
- 4.2 Owners and occupiers shall be responsible for the behaviour of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within 14 days of notice by the Trustees, to the satisfaction of the

Trustees. Residents must supervise their children and those of their visitors to ensure that they comply with the rules, especially in the observation of noise [4.5].

- 4.3 No children are permitted to play in stairwells & landings or any common property or the parking area, unless designated by the Trustees.
- 4.4 An owner or occupier of a section shall not deposit, throw or permit or allow to be deposited, or thrown, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever on the common property.
- 4.5 No person shall, in the complex, bearing in mind the time of the day (especially after 22H00), day of the week and other relevant circumstances,
 - 4.5.1 do any work,
 - 4.5.2 play sport or games,
 - 4.5.3 use a radio, musical instruments or electronic equipment
 - 4.5.4 make a noise or engage in any activity

that can reasonably be said to cause inconvenience to a resident through sound, sight, light, vibration or odour in the complex.
- 4.6 Quiet shall be observed at all times but particularly between 22h00 and 08h00. Rowdy and boisterous behaviour and excessive noise shall not be permitted. The Trustees of the Body Corporate shall be entitled to prohibit any owner and/or occupier and/or their children, visitors or guests from the use of the facilities in the event of a breach of these rules and/or any rules and/or other regulations made by the Trustees in terms of paragraph. Penalties may be imposed as outlined in the penalty clause except in the case of any noise disturbance reported between the hours of 00H00 and 06H00, in which case an immediate fine as determined by the Trustees will be imposed.
- 4.7 No Vuvuzelas may be blown within the Sectional Title Scheme whatsoever. An immediate fine as determined by the Trustees will be imposed.
- 4.8 The Trustees may, from time to time, make rules and other regulations in regard to access to the common property.
- 4.9 No Owner or Occupier may practice or run a business from the premises without prior written consent from the Trustees.
- 4.10 No stones or other solid objects may be thrown or propelled on the common property.
- 4.11 The consumption of alcohol and use of illegal substances on the common property is strictly prohibited.

5. DOMESTICS / ARTISANS / SERVICE COMPANIES OR EMPLOYEES.

- 5.1 Owners and occupiers are responsible for the activities and conduct of their domestics and such artisans as they may employ from time to time, and must ensure that their domestics or such artisans understand and adhere to the Management and Conduct Rules of the scheme.
- 5.2 Residents must ensure that their domestics or artisans do not loiter on the common property.
- 5.3 Residents must ensure that their domestics or artisans do not cause noise within their sections or on the common property.
- 5.4 Domestics and / or artisans of companies employed by owners or occupiers to carry out work or perform services may not have guests or friends as visitors at any time on the common property. Owners and occupiers are asked to ascertain that this rule is absolutely observed in the interests of security.
- 5.5 The rule of no visitors or guests also applies to temporary domestics or artisans. Owners / occupiers are responsible for these persons observing the Management and Conduct Rules.

- 5.6 Artisans or domestics may not generally wander around the complex, have meals or rest breaks in passages, basement, or parking areas and at the entrance to the Complex. Their activities are to be restricted to within the unit of the employing owner / occupier.
- 5.7 All owners / occupiers are to check references of any domestics and / or their companies employed either full time or part time in the interest of security for all concerned.
- 5.8 Any damage to the common property caused by the service provider will be for the account of the authorizing owner.
- 5.9 No remotes or pedestrian gate keys shall be given to domestic servants by owners and / or occupiers

6. REFUSE DISPOSAL

- 6.1 An owner or occupier of a section shall:
 - 6.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing.
 - 6.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained. Owners, occupiers and visitors may not leave any refuse in any section of the common property including passages, walkways, or staircases and are to use the bins provided in designated bin rooms.

7. VEHICLES

- 7.1 A person shall not drive on the complex a motorised vehicle:
 - 7.1.1 that causes excessive noise or smoke;
 - 7.1.2 that is not licensed as required by law;
 - 7.1.3 in such a manner that renders the vehicle dangerous to residents, visitors, children, pets or property;
 - 7.1.4 in excess of 20 kilometres per hour; or
 - 7.1.5 in disregard of any stop, yield or other traffic sign.
- 7.2 No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property without the written consent of the Trustees. The Trustees may cause to be removed, wheels clamped or towed away from the building at the risk and expense of the owner of the vehicle parked, standing or abandoned on the common property without the Trustees written consent.
- 7.3 Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the owner or occupier concerned. An immediate fine as determined by the Trustees will be imposed for contravention of this rule.
- 7.4 No owner or occupier will be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or a section. Any minor repairs to and reconditioning of vehicles on the common property are not permitted. An immediate fine as determined by the Trustees will be imposed for contravention of this rule.
- 7.5 Only vehicles owned by owners or occupiers may be washed in designated areas of the common property. The use of hose pipes and taps for the purpose of washing vehicles is restricted to owners or occupiers. Fire hoses may only be used in the event of an emergency and not for the washing of cars.
- 7.6 Hooters shall not be sounded within the Sectional Title Scheme other than in emergencies. Owners, occupiers and visitors may not rev their motor vehicles whilst inside the complex.

- 7.7 Damaged vehicles and vehicles that are not in general use, or that are not roadworthy may not be parked within the scheme. An immediate fine as determined by the Trustees will be imposed for contravention of this rule.
- 7.8 No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the scheme without the prior written consent of the Trustees.
- 7.9 Vehicles parking or entering the scheme are subject to the express condition that it is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.
- 7.10 Motor vehicles of visitors may only be parked on such areas as are specifically demarcated for that purpose. Where parking areas are demarcated for visitors, such areas may only be used for visitors parking and under no circumstances may any owner or any member of their families park their vehicles in such areas.
- 7.11 No vehicles may be parked in the visitors' bays for longer than a period of 48 hours.
- 7.12 A person in the complex shall not use a vehicle as sleeping quarters;
- 7.13 Owners shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to parking bays or otherwise.
- 7.14 Bicycles, tricycles, roller skates, skateboards and the like may not be used or left on any portion of the common property. Should the Trustees or their agents not be able to identify whom the bicycle, tricycles, roller skates, skateboards and the like belongs to, the Trustees or their agents may confiscate said until the owner claims it, at which time penalties as per the penalties clause may be imposed.
- 7.15 An owner may not without the written consent of the Trustees of the Body Corporate, which consent shall not be unreasonably withheld, let or sub-let the parking bay or in any other manner dispose of such parking bay or his rights therein.
- 7.16 Do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Trustees of the Body Corporate not to be in the interest of safety, and
- 7.17 Do not allow any person, without a driver's licence, to drive any vehicle within the common property.

8. PARKING

- 8.1 Parking is to be confined to the specified parking area allocated to each owner/occupier. Under no circumstances may any vehicle be parked in such a way that the flow of traffic and access to and egress from driveways are obstructed.
- 8.2 Guests are to use only those bays reserved and specifically demarcated for visitors. A breach of this rule will entitle the Trustees to have any offending vehicle towed away from the building at the risk and at the expense of the owner of the vehicle or alternatively the owner of the section.
- 8.3 The owners upon whom the rights of exclusive use and enjoyment of a parking bay or bays have been conferred shall not be entitled to erect carports, shade ports or other structures on the parking bay areas.
- 8.4 An owner shall not use his or her parking bay/s or permit in such manner or for such purpose as are likely to impair the safety, appearance or amenity of sections or other parts of the common property.
- 8.5 An owner shall permit the Body Corporate, and/or other owner's access to and across his or her or its allocated parking bay/s for purposes reasonably required for the maintenance, upkeep and cleaning of the parking bay and surrounding areas.
- 8.6 The Trustees shall not be responsible for illegal parking in exclusive use bays and only on the written complaint or request of the owner/occupier to Security or the Building Supervisor, will they consider arranging for a wheel clamp being affixed to the vehicle. A fine as determined by the Trustees will be considered for any illegal parking incident.

- 8.7 The right to park vehicles upon the exclusive use property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner or any person claiming through him may suffer in consequence of his vehicle having been parked on the exclusive use property.
- 8.8 An owner shall not use his or her parking bay/s or permit in such manner or for such purpose as are likely to impair the safety, appearance or amenity of sections or other parts of the common property.
- 8.9 The Body Corporate shall be responsible for maintaining the parking bays in a clean hygienic, neat and attractive condition. The expenses incurred by the Body Corporate in respect of the a foregoing, shall be apportioned equally over the total number of parking bays and the Trustees of the Body Corporate shall be entitled to recover from owners, such equal portions of the expenses as relate to parking bays in respect of which they enjoy the exclusive right of use.
- 8.10 Vehicles may be parked only on such areas of the common property as are specifically indicated and approved by the Body Corporate for that purpose and in such a way that flow of traffic and access to and from ingress from parking bays is not obstructed. One vehicle may not occupy two parking bays.
- 8.11 Should Conduct Rules 7 and / or 8 be contravened, with regard to vehicles and parking, the Trustees and their agents are entitled, in addition to imposing penalties, to
- 8.11.1 arrange for the vehicle to be clamped, at the risk and cost of the owner thereof and / or persons in control of the vehicle. Such action shall be at the risk and expense of the owner or controller of the vehicle and the owner of the section connected with such visitor shall be deemed to have indemnified the Body Corporate and Trustees against any damages in this regard. The penalty and/or cost shall be paid before the vehicle is released. Until otherwise determined by the Trustees, a release fee as determined by the Trustees shall be payable prior to release of a wheel clamp, or
- 8.11.2 arrange for the vehicle to be removed at the risk and cost of the owner thereof and / or person in control of the vehicle, or
- 8.11.2.1 impose a fine, or
- 8.11.2.2 obtain an interdict, or
- 8.11.2.3 impose more than one of the options herein mentioned.

9. ANIMALS, REPTILES AND BIRDS (Domestic pets, restricted to only birds, cats and dogs)

- 9.1 No animals, reptiles, birds (other than a bird in a cage) or pets shall be kept or harboured in the building unless expressly authorised in writing by the Trustees. When granting such authority, the Trustees may prescribe any reasonable condition. Should any prescribed condition be breached, the Trustees may immediately withdraw such authority.
- 9.2 Any owner/occupier who has been granted authority to keep or harbour any animal, reptile or pet shall ensure that such animal, reptile or pet does not foul any part of the common property or otherwise cause any nuisance. Owners/occupiers concerned will be responsible for cleaning up any fouled common property and/or for any damages incurred by such animal.
- 9.3 Subject to 9.1
- 9.3.1 a dog on the complex grounds must,
- 9.3.1.1 be kept in enclosed areas; and
- 9.3.1.2 not roam freely, but be held on a leash and under effective personal control when entering open space areas.
- 9.3.2 A roaming dog
- 9.3.2.1 without a collar disc may be impounded without any enquiry; and
- 9.3.2.2 with a collar disc, may only be impounded if the owner cannot be found.

9.3.3 A roaming cat without a collar disc and a bell may be impounded without any enquiry.

9.3.4 Pets must not constitute:

9.3.4.1 a nuisance as defined by the by laws of the local authority;

9.3.4.2 any inconvenience; or

9.3.4.3 any health risk;

to a member or a resident.

9.4 The Trustees may apply to a court for an order or interdict for the removal of an animal, bird or reptile from the sectional title scheme, exclusive use area or on the common property and the owner of the pet and the owner of relevant erf shall be liable for legal costs relating thereto

10. INSURANCE

10.1 The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall, at all times, be the sole responsibility of the owner/occupier in question. The excess of claims within a unit will be the responsibility of the owner.

10.2 An owner/occupier shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the Body Corporate on any insurance policy or which may tend to vitiate any such insurance policy nor bring onto the premises or building any hazardous substances and/or any form of machinery whatsoever.

10.3 An owner/occupier shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the Body Corporate or increase the premium payable in respect of such policy.

11. LETTING OF UNITS

11.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

11.2 No letting shorter than 6 (six) months shall be allowed whatsoever, without the prior written consent of the Trustees. The owner shall be obliged to notify the Trustees of any short term occupancy for security purposes and the owner shall require the prior written consent of the Trustees prior to allowing any such person access into the Complex. The Trustees may impose rules as to the operation of the short term letting scheme and any other conditions including the payment of any extra costs considered necessary to administer the scheme.

11.3 Notwithstanding anything to the contrary contained in any lease agreement, the owner of a unit shall, as far as the Trustees are concerned, be liable for:

11.3.1 All electricity charges in respect of a unit.

11.3.2 All fines imposed by the Trustees in terms of these rules on the Owner and Occupier of a unit.

11.3.3 An administration fee, as determined by the Trustees from time to time, shall be charged to the owner of a unit by the Trustees for:

11.3.3.1 Separate or additional statements to be sent to an occupier / tenant or other party in respect of any charges imposed by the Trustees.

11.3.3.2 Statements for income tax purposes.

11.4 Within 7 (seven) days of entering into a lease agreement in respect of a unit, the owner shall notify the Trustees of:

11.4.1 The full names, address and telephone numbers of the tenant and other occupiers of the unit.

11.4.2 the duration of the lease

- 11.4.3 the amount of persons who will occupy the unit
- 11.4.4 all tenants and / or owners must be in possession of an access remote and pedestrian gate key to the Complex.
- 11.5 A complete copy of the Conduct Rules must accompany the agreement of lease and / or tenancy. Any contract between agent, owner and tenant / guest is to stipulate that they abide by the rules of the Body Corporate and each party is to sign for a copy of the rules. Owners are obliged to ensure that their tenant understand and agree to abide by the rules. A right of recourse against the owner is reserved in the event that the tenant and / or occupier fails and / or refuses to comply with the rules. An owner shall remain responsible for the conduct of his tenant and / or occupier and penalties imposed in them in terms of the Conduct Rules, may be recovered from the owner, if not paid accordingly.
- 11.6 An owner shall, prior to concluding an agreement to lease his unit or prior granting rights of occupancy thereto, be obliged to obtain from the proposed tenant or occupier a written undertaking to comply fully with the Conduct Rules for the duration of his lease or occupation. Failure to obtain a written undertaking does not absolve an owner from ensuring compliance to the conduct rules by his tenant and / or occupier.
- 11.7 An owner shall notify the Trustees and / or Managing Agent forthwith in writing within 30 days of any change of ownership in, or occupation of his unit, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his unit. The aforementioned notification shall contain the date of occupation, the new contact details of the seller and the contact details of the purchaser. In the event of an owner using the service of a Letting Agent, the owner must provide the Managing agent with the Letting Agent's details and he must ensure that the Letting Agent is in possession of a copy of these rules. Failure to comply will result in a penalty levy as determined by the Trustees being raised against the owners levy account each month until compliance.
- 11.8 No form of "time sharing" or any similar arrangement whereby a person other than the owner or his or her immediate family may utilize a unit for a specified period or periods of time may be concluded in respect of a unit.

12. ERADICATION OF PESTS

- 12.1 An owner shall keep his section free of cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.
- 12.2 Rubbish of any nature must not be dropped or left on the common property and must not be brushed down storm water drains.

13. ACTIVITIES ON COMMUNAL AREAS

No hobbies or other activities may be conducted on the communal areas if they cause nuisance to other owners and/or occupiers. The Trustees shall be the final adjudicators resolving complaints of this nature.

14. INTERCOM

The Developer will have installed a two-way digital system connected to the Security.

15. ADVERTISING SIGNS

- 15.1 No owner or occupier of a residential section shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside of the section, without the prior written consent of the Trustees first having been obtained, which, in the event of their giving such consent, shall be entitled to prescribe such conditions as they may deem fit regarding the situation and aesthetics of such sign(s).
- 15.2 The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be carried out at the risk and the cost of the owner and such owner and / or occupier shall have no claim against the Body Corporate or the Trustees as a result of their functions performed in terms of this provision.
- 15.3 It is recorded that Unit G 101 has been allocated as Sales/Letting office for the complex. The owner/agent will abide to all rules relating to clause 15 herewith.

16. LAUNDRY / CRÈCHE

- 16.1 These facilities shall be only for the use of owners or occupiers of sections. The Trustees may exercise their discretion, as to whether to allow non-residents to use these facilities, in order to make them economically viable.
- 16.2 The Trustees shall, in their sole discretion, be entitled to enter into an agreement with crèche operators, in respect of the lease of the crèche premises and the operation of the crèche.
- 16.3 The Owner of the Laundry requires the consent of the Trustees, to allow non-residents make use of the laundry facilities; in order to make it an economically viable operation.

17. SWIMMING POOL / GYM / BRAAI FACILITIES

- 17.1 These communal facilities areas shall be for the use of owners or occupiers of the sections and their guests.
- 17.2 An owner/occupier of a section using the facilities shall be responsible to leave the facilities in a clean, hygienic, neat and attractive condition.
- 17.3 In the event of the Body Corporate having to incur expenses in respect of the a foregoing, the expenses to be incurred shall be borne by the owner/s in question and the Trustees shall be entitled to recover such expense from the owner/s.
- 17.4 The Trustees may regulate times during which the pool may or may not be used. The pool will be open during the following times:
- | | |
|--------------------|------------------|
| Mondays to Fridays | 6h30 until 22h00 |
| Saturdays | 8h00 until 23h00 |
| Sundays | 8h00 until 22h00 |
- 17.5 All persons utilizing the swimming pool must be suitably dressed in swimming attire so as not to cause offence to others.
- 17.6 No child under the age of 10 years (and non-swimmers) will be allowed within the pool enclosure unless accompanied by an adult who supervises them to ensure their safety. Contravention of this rule will result in an immediate fine as determined by the Trustees being levied to the owner of the unit concerned.
- 17.7 No alcohol or glass, including drinking glasses, may be brought into the pool, gym, braai area or clubhouse.
- 17.8 No diving, "bombing" or jumping into the pool allowed.
- 17.9 The use of the pool enclosure shall be at the sole risk of each of the owners or occupiers and their respective guests and family members. Each owner and tenant hereby absolves the Body Corporate from liability, loss, claim or damages whatsoever arising in connection with the use of the pool and indemnifies and holds the Body Corporate harmless in respect of any actions or claims brought by or any loss or damages sustained by

any owner/s or tenant/s, invitees or persons using the pool through such owner or tenant, arising directly or in connection with such use.

- 17.10 An owner or occupier of a section shall not be allowed to build **any** fires for braaing purposes or of any sort in the section, exclusive use area or on the common property, unless in the designated area forming part of the communal areas.
- 17.11 The Gym facilities are for the exclusive use of residents.
- 17.12 No person under the age of 16 is allowed in the Gym.
- 17.13 Suitable clothing and shoes to be worn in the Gym.
- 17.14 Any person who does not adhere to these guidelines or any other reasonable request by the Trustees or their agents will be asked to leave the facility or will be escorted off the premises by security and penalties as per the imposition of penalties clause will be imposed.

18. SECURITY

- 18.1 Access to and egress from the Complex shall be controlled and monitored through access controlled security systems including a manned security entrance and an electronic access system.
- 18.2 No Taxis are allowed in the complex.
- 18.3 Resident-remotes and pedestrian gate keys may not be used by any person other than an owner or occupier of a section. Residents are not permitted to allow access to their visitors by using their remote or pedestrian gate key, or by any means that bypasses security access control. This is vital for security reasons.
- 18.4 No visitors will be granted access to the complex between the hours of 22H00 and 06H00.
- 18.5 The Trustees may from time to time make rules in regard to the access control security systems including the management and use thereof and the recovery of costs of the systems from the owners.
- 18.6 Large vehicles / trucks are generally discouraged from entering the property but special arrangements to admit them can be made with the Managing Agent or Complex Manager for temporary loading or off loading only.
- 18.7 Any transgression of the rules in terms of excessively loud music or noise levels will result in residents, Trustees, Complex Manager or security calling the police, if necessary.
- 18.8 Firearms are not permitted on the property, unless authorized in writing by the Trustees.
- 18.9 No luggage or other personal effects are to be left in any common area. The Trustees, Complex Manager or security may cause all such items to be removed as being unauthorized and possibly harmful.
- 18.10 The Trustees, Complex Manager or appointed security company personnel may deny access to visitors at any time should they have infringed on any Body Corporate rules or are being rowdy, boisterous, aggressive or under the influence of alcohol, or for any other reasonable motive. Right of admission is reserved.
- 18.11 The Trustees, their agents or appointed security company personnel may conduct searches on vehicles and persons entering / exiting the complex at any time.
- 18.12 The security company personnel are here for the protection of residents and property. Thus, any reasonable instruction given by security personnel in the interest of security is to be complied with by visitors, residents and owners. Failure to do so or any abuse directed to security personnel by visitors, residents or owners will lead to an immediate fine as determined by the Trustees and any further legal action may be taken.

19. IMPOSITION OF PENALTIES

If the conduct of an owner of an occupier of a section or his visitors or guests constitutes a nuisance in the opinion of the Trustees or their agents, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees or Complex Manager may furnish the owner with a written notice which may in the discretion of the Trustees be delivered by hand or by registered post or e-mail. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed.

- 19.1 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a fine.
- 19.2 Any fine imposed in terms of sub-rule 19.1, may be added to the contribution which an owner is obliged to pay in terms of section 37(1) of the Act and claimed by the Trustees as part of the monthly installments payable by the owner.
- 19.3 Should Conduct Rule 2 be contravened and any damage, alteration, addition to be effected to the exterior of a unit or to the common property or a structural alteration be effected to the interior of a unit without the necessary consents, or should an owner or occupier do anything on the common property, which, in the discretion of the Trustees is aesthetically displeasing, the Trustees may;
- 19.3.1 require an owner to remove such object and restore the property, at his own cost, and should an owner fail to remove such object and any such failure persists for a period of 14 (fourteen) days after the giving of written notice to remove and restore given by the Trustees or the Managing Agent on their behalf. The Trustees shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner, or
- 19.3.2 impose a fine, or
- 19.3.3 obtain an interdict, or
- 19.3.4 impose more than one of the options herein mentioned.
- 19.4 If any Conduct Rule is contravened the Trustees may, irrespective of sub – rule [19.3];
- 19.4.1 impose a fine
- 19.4.2 obtain a interdict, or
- 19.4.3 impose more than one of the options herein mentioned.
- 19.5 The Trustees may, from time to time, at a Trustees meeting, determine the amount of the initial and subsequent penalties.
- 19.6 The complainants shall be required to lodge a written complaint / incident report to the Complex Manager, Trustees or the Managing Agent.
- 19.7 Trustees will take into account any representations received or made by the owner, and fines may be refunded as a result of such consultation.

20. CONFIDENTIALITY

The identity of a person who reports a transgression of the rules, which can be verified by the board, shall be kept confidential unless the informant agrees to waive this confidentiality.

21. GENERAL

- 21.1 The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section / erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual section by reason of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the Trustees of any of the Trustees employees, servants, agents or contractors.
- 21.2 The Trustee or its agent's representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 21.3 The staff employed by the Body Corporate may not be employed during normal working hours to do any private work other than as allocated or authorized by the Trustees.
- 21.4 Flammable or other dangerous material in quantities which may constitute a danger or affect the insurance cover or rate of the premium payable by the Body Corporate on any insurance policy may not be brought into the sections or the common property and not stored in any form in the sections or in the basement.
- 21.5 No firearms or pellet guns may be discharged on the common property.

- 21.6 An owner shall not use or permit his home to be used for any purpose which is injurious to the reputation of the scheme.
- 21.7 All complaints, violation of these rules, or any other cause of concern must be in written form, addressed to the Chairman.
- 21.8 Should any conduct rule be contravened, the Trustees may:-
- (a) impose a fine or
 - (b) obtain an interdict or
 - (c) impose more than one of the options mentioned

22. M-NET/SATELLITE T V

An owner or occupier of a section who wishes to connect to the satellite dishes installed or to be installed for their benefit shall be allowed to install the relevant decoder equipment to receive M - Net and /or satellite T V, on condition that the owner or occupier shall be responsible for his own subscription fee in respect of such decoder subject to the benefit of such special rate as may be agreed (if any) by the Trustees of the Body Corporate with the relevant service provider.

No owner or occupier of a section shall install any additional television aerial or satellite signal, receiving apparatus, to any part of the building, where it is visible from the outside of the building or from any other section, unless this is done with written consent of the Trustees of the Body Corporate.

23. APPEARANCE FROM THE OUTSIDE

An owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps and gardens, which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of a section.

25. LOCAL AUTHORITY BY-LAWS, RULES, GUIDELINES AND CODE

- 26.1 The following apply to every owner, resident, visitor on the estate:
- 26.1.1 the local authority's by-laws;
 - 26.1.2 the provisions of the Articles;
 - 26.1.3 these rules; and
 - 26.1.4 the guidelines.
- 26.2 The Code of Conduct shall be binding on the Trustees.