

FAIRVIEW GOLF VILLAGE

Body Corporate

CONDUCT RULES

in terms of Section 35(2)(b) of the Sectional Titles Act, No. 95 of 1986

1 EXTERIOR OF LIVING UNIT

- 1.1 No alterations or additions of whatsoever nature to the exterior of the living unit may be effected without the prior written consent of the Trustees acting on behalf of the Body Corporate for this Sectional title scheme. After consent for an alteration or addition has been given this shall also be the norm for other units. Such alteration or additions exclude extensions of Sections, which are regulated by the Sectional Titles Act.
- 1.2 No air conditioning units, Satellite dishes or Antennae may be affixed to the exterior of a unit without written consent of the Trustees, which consent may not be unreasonably withheld. The Trustees may make their consent subject to reasonable conditions.
- 1.3 General maintenance to the exterior of a unit has to be approved in writing by the Trustees.

2 BURGLAR BARS AND GATES

- 2.1 The burglar bars shall be affixed on the inside of a unit.
- 2.2 The gates and bars shall be galvanised and coated with brown epoxy.
- 2.3 Written approval must be obtained from the Trustees before installing any security gates to the outside of any Section.

3 GARDEN AREAS

- 3.1 Each private garden area shall be kept in a tidy and neat condition, and be watered sufficiently. The Trustees shall have the lawns cut regularly. Only the lawns in the private garden areas will be cut by the Body Corporate. Access to a private garden area should also be given for the general maintenance of the property, for example paint-work or repairs.
- 3.2 A garden area may not be used in such a fashion as to undermine the safety, appearance and attractiveness of the common property.
- 3.3 A garden area shall be kept neat at all times. No rubble, paper, sand, bricks, etc. may be deposited, thrown or permitted on the property.

4 COMMON PROPERTY

- 4.1 The Trustees shall maintain all lawns, shrubs and trees.
- 4.2 Every Occupant shall as far as possible ensure that members of its family, visitor(s), staff or contractors do not damage any items on the common property including but not limited to the lawns, shrubs, trees, lights, benches, etc.
- 4.3 An Owner, Occupant, its visitor(s), staff or contractors may not remove or transplant any plant, shrub or tree on the common property without the written approval of the Trustees.

- 4.4 An Owner and Occupant shall ensure that their vehicles, and the vehicles of their visitor(s), staff or contractor(s) do not drip oil, brake fluid or other hazardous or polluting materials on the common property, or in any other way deface the common property.
- 4.5 An Owner or Occupant who damages the common property, or an Owner or Occupant whose family members, visitor(s), staff, contractors etc. damage the common property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.
- 4.6 No article or object may be left or stored on the common property. Only a barbeque unit, table and chairs are permitted on the balconies/porches of flats.
- 4.7 A tent or any other construction may not be erected on the common property or on private garden area.

5 OCCUPATION OF UNIT

- 5.1 The maximum number of persons who may occupy any unit permanently in the case of a 2 (two) bedroom unit, are limited to 4 (four) persons, but never more than 3 (three) adults at a time. In the case of a 3 (three) bedroom unit, persons are limited to 8 (eight) persons, but never more than 4 (four) adults at a time.
- 5.2 An auction of movable property may not be conducted on any part of the common property, Section or private garden area. No advertisement of any auction may be erected inside or outside a Section, on the common property or on any private garden area.
- 5.3 No notices or signs of any nature may be displayed on the Common Property or on any Section without prior written approval from the Board of Trustees.
- 5.4 A Section may only be utilized for residential purposes and no business or trading may be conducted from a Section, private garden area or on the common property.
- 5.5 No store room or motor garage may be utilized for residential (living) purposes.
- 5.6 Occupiers of Sections may not request the services of the Body Corporate staff during the staff's working hours.

6 REFUSE AND REFUSE REMOVAL

- 6.1 At houses, refuse bins must be left outside, in front of the side gate – NOT inside. At flats, refuse bins must be left in front of the relevant block of flats, on the paved square demarcated for this purpose.
- 6.2 Refuse should be placed in plastic bags and thoroughly closed before being placed in refuse bins.
- 6.3 We support Recycling. All recyclable material, such as paper, plastic and glass must be placed in the GREEN bins.

7 MOTOR VEHICLES, PARKING AND ROAD USAGE

- 7.1 At the houses, only 2 vehicles per garage are allowed on a permanent basis. One in the garage and one in the driveway.
- 7.2 Vehicles may not be parked in front of other Occupant's vehicles, parking bays, garages or houses.

- 7.3 No double parking of any motor vehicle will be allowed.
- 7.4 Motor vehicles should be parked pointing in the direction of the traffic flow. It should furthermore be parked in such a manner that it will not cause any inconvenience for other inhabitants or road users.
- 7.5 Owners and Occupiers of flats are only permitted to park or stand a motor car, light motor vehicle or motorcycle on the marked parking bay allocated to the unit they own or occupy. Parking bay numbers correspond with the door numbers of flats. Not more than one vehicle per parking bay is allowed.
- 7.6 Occupiers of flats are only permitted to park an additional motor car, light motor vehicle or motorcycle on an indicated visitors parking bay with the written permission of the Trustees.
- 7.7 No motor car, light motor vehicle or motorcycle belonging to friends, ~~or~~ family or other non-residents may be stored on an allocated or visitors' parking bay.
- 7.8 Caravans, trailers and boats may not be parked on common property in front of Sections for longer than 12 hours, and not without the prior written consent of the Trustees.
- 7.9 The Trustees will cause to be removed or towed away any motor car, light motor vehicle or motorcycle parked, stored or abandoned in contravention of these Rules, at the risk and expense, of the Owner thereof. The Body Corporate, the registered Owners, their agents, nominees and employees shall not be liable for any resulting loss, injury or damage.
- 7.10 The Trustees have the right to demarcate by yellow lines where parking is prohibited.
- 7.11 No racing of vehicles, motorcycles or bicycles will be allowed on the common area.
- 7.12 The speed restriction in the complex is 15 (fifteen) kilometres per hour.
- 7.13 The roads within the Complex are not to be used for re-creational purposes, such as skateboards, ball games, skates, toy scooters or toy cars and the like. Children are strictly prohibited to play on these roads.
- 7.14 Vehicles exceeding Ten (10) Ton are strictly forbidden to enter the complex.
- 7.15 Delivery trucks and furniture removal trucks not exceeding 10 Ton may not be parked in front of houses or on any part of the common property for longer than 5 hours.
- 7.16 Damaged vehicles and vehicles that are not in general use, drip oil, petrol, diesel or brake fluid on to the common property or that are not roadworthy or licenced may not be parked on the common property. In the event of any damage caused to the common property, the Owner of the vehicle or the Occupier will be held liable for the repair or cleaning of the damaged area.
- 7.17 No motor vehicle may be stripped, dismantled or major repairs conducted to a motor vehicle on the common property, on any private garden area or in any Section.
- 7.18 No refuse, motor wrecks, etc. may be left or parked on the common property or on an private garden area.
- 7.19 Should any Occupant contravene sub rule 7.18, the Trustees may request the Owner in writing to have the objects removed within 7 (seven) days from the date of the letter. Should he fail to remove the objects in time, the Trustees may have it removed on the Owner's account.
- 7.20 No Owner or Occupant or their visitors, may cause engine noise by "revving" a vehicle's engine.

- 7.21 It is strictly forbidden to use a vehicle's hooter inside the complex.
- 7.22 No unlicensed person may drive any vehicle within the common property.
- 7.23 No person may drive a vehicle within the complex whilst under the influence of alcohol or any other substance.

8 WASHING AND WASHING LINES

- 8.1 Washing may only be hung on the washing lines provided or on dry racks on the balcony, but nowhere else. Under no circumstances may it be hung in front of, or outside windows or over balcony walls and/or balustrades.
- 8.2 Washing should be removed from the communal washing lines as soon as it is dry, in order for other Occupants to also use the lines.
- 8.3 Should no washing lines be provided at the houses, washing lines may be erected by the Owner in his private garden area. Washing lines must not be attached to the perimeter walls or palisades. The washing lines may not be so high that the lines or the washing thereon, be visible from the outside.

9 CLEANLINESS

- 9.1 No objects, except for pot plants, may be placed on the internal or external window sills and balcony walls. These areas may not be used as a storage area.
- 9.2 No cigarette butts, paper or any other objects may be thrown out of the flats or from the balconies.

10 SILENCE / ANTI-SOCIAL BEHAVIOUR

In the interests of proper decorum, the Trustees have formulated the following guidelines with regard to "Anti-Social Behaviour".

- 10.1 No Owner and/or Occupant shall make an excessive amount of noise outside of reasonable hours, such that his/her neighbour/s shall have cause for complaint.
- 10.2 All Owners and Occupiers of Sections shall ensure that their respective activities in, and use of the common property and of the Section or any part thereof with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining Owners and Occupiers of the building and in accordance with the rules and any house rules made in terms of these rules, and of the provisions of the Act. This rule shall likewise apply to visitors and servants of Owners and/or Occupiers of Sections while they are in the buildings and/or the common property.
- 10.3 An Owner shall not cause or permit any disorderly conduct of whatsoever nature upon the Section or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other Owner or Occupier of the buildings or member of the Body Corporate, in the quiet enjoyment of their own premises or which is likely to or in any way tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interest of any other Owner or Occupier of the buildings or member of the Body Corporate.

- 10.4 The use of radio, television sets, sound equipment, recording equipment and the like or the playing of musical instruments to the extent that others are disturbed, is prohibited.
- 10.5 All complaints with regard to the behaviour of any Owner, lessee, visitor, guest or servant shall be directed by the Trustees to the Owner of that Section. Any penalties incurred shall be the responsibility of the Owner of that Section.
- 10.6 "Reasonable hours" is defined as hours when "a considerate Occupant" may justifiably conduct his or her normal living standards;

11. DOMESTIC SERVANTS

- 11.1 No domestic servants (chars etc.) may sleep in or over in the Section or on the premises.
- 11.2 Occupants should ensure that their domestic servants do not cause nuisance to any other Occupants by being noisy or to cause or make a noise.
- 11.3 Workers or domestics may not receive visitors in the complex or open the security gate or the complex visitors gate for any unauthorised or unwanted people.

12 CHILDREN

Occupants are to see to it that their children or visitors do not damage the common property or the property of other Occupants or garden areas, for instance tamper with post boxes, plants, taps, water hoses, lights, parked trailers, etc.

13 ANIMALS, REPTILES AND BIRDS

- 13.1 Occupiers of free standing houses may keep pets in their Sections subject to the Owner's as well as the Trustees' written approval, which approval may not unreasonably be withheld.
- 13.2 A maximum of two pets per house are allowed, and subject to the following conditions:
- a) No pets are allowed in the flats.
 - b) The following types of dogs are not allowed:
 - i) Bull Dog, Pit Bull Terrier, Bull Terrier, German Shepherd, Doberman and Rottweiler; as well as;
 - ii) Any dog taller than 40 (forty) cm, measured from the ground to the middle of the back.
 - iii) Dogs may only be kept within the Section or the walled private area of a property.
 - iv) When a dog is taken outside a Section or the walled private area of a property, it should be on a leash and under the control of an adult person at all times.
- 13.3 Occupants walking pets must be in possession of a plastic bag and must remove any faeces immediately.
- 13.4 All pets must be tagged with the Occupant's/Owner's name and telephone number.
- 13.5 No cages or kennels or any other pet housing are allowed where it is visible from the common property.
- 13.6 Subject to Rule 13.1, an Owner or Occupier of a Section shall not without the consent in writing of the Trustees, which approval may not unreasonably be withheld, keep any other animal, reptile or bird in a Section or on the common property.

- 13.7 When granting such approval, the Trustees may prescribe any reasonable conditions.
- 13.8 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of Rule 13.7
- 13.9 No animals, reptiles or birds are allowed on a temporary basis, nor are animals, reptiles or birds belonging to visitors allowed on the premises.
- 13.10 Owners and Occupants are to ensure that their animal(s), reptile(s) or bird(s) do not cause any nuisance or disturbance.

14 ERADICATION OF PESTS

An Owner shall keep his Section free of white ants, borer or any 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 the 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 such pests shall be borne by the Owner of the Section concerned.

15 IMPOSITION OF PENALTIES

- 15.1 If the conduct of an Owner or an Occupier of a Section or family members, guests, visitors, employees or contractors of an Owner or Occupant constitute/s a nuisance in the opinion of the Trustees, or a contravention of a provision of the Act, the management rules or the conduct rules, the Trustees may by written notice:
- 15.1.1 inform the Owner of the nuisance or contravention and warn the Owner that if he or she or the Occupier of his or her Section fails to remedy the contravention or persists in such conduct or contravention, a penalty will be imposed on him or her. If the Owner or Occupier of the Section or his or her family members, guests, visitors, employees or contractors repeats the conduct, nuisance or contravention despite the written warning or fails to remedy the contravention, the Trustees may by written notice impose a penalty on the Owner, which written notice shall state the reasons for the imposition of the penalty; or
 - 15.1.2 summarily and without warning impose a penalty on the Owner, which written notice shall state the reasons for the imposition of the penalty.
- 15.2 The penalty imposed under sub-rule 15.1.1 or 15.1.2 above, shall be added to the Owner's levy statement and shall be recovered from the Owner of the Section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- 15.3 The Trustees may from time to time determine the categories of contraventions and the amounts of the penalties in respect of first and subsequent contraventions, subject to any directions given or restrictions imposed by the members on the Trustees at a general meeting.
- 15.4 An Owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the Body Corporate in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such

Owner to the Body Corporate, or in enforcing compliance with the management rules, the conduct rules or the Act.

- 15.5 A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable in respect of each such separate contravention.
- 15.6 An Owner of a Section may within 30 (thirty) days of the date of the written notice referred to in sub-rule 15.1.1 or 15.1.2 lodge an objection against the penalty imposed with the Trustees.
- 15.7 Upon receipt of the objection, the Trustees may:
 - 15.7.1 withdraw or reduce the penalty; or
 - 15.7.2 schedule a Trustees' meeting for the purpose of considering the objection and invite the Owner of the Section to attend.
- 15.8 At the Trustees' meeting referred to in sub-rule 15.7.2 above, the Owner shall have the right to:
 - 15.8.1 present his or her case;
 - 15.8.2 present any evidence, including the calling of witnesses, to substantiate his or her case;
 - 15.8.3 cross-examine any person called as witness in support of the charge;
 - 15.8.4 have access to documents produced in evidence;
 - 15.8.5 produce mitigating factors.
- 15.9 Failure of the Owner charged to attend the Trustees' meeting referred to in sub-rule 15.8 shall not render the proceedings at the meeting void. Should the Owner not attend the Trustees' meeting without providing a reasonable request for postponement, the Trustees may, in their sole discretion, continue with the Trustees' meeting and consider the objection in the absence of the Owner.
- 15.10 Upon the conclusion of the meeting, the Trustees shall deliberate the evidence and if so resolved, they may:
 - 15.10.1 uphold the penalty; or
 - 15.10.2 withdraw or reduce the penalty.
- 15.11 Any notice to an Owner of a Section in terms of these rules, will be regarded as having been properly given if such notice is:
 - 15.11.1 delivered to the Owner by hand, in which event it shall be regarded as having been received on delivery;
 - 15.11.2 delivered by registered post to the Owner of the Section to his or her domicilium citandi et executandi, in which event it shall be regarded as having been received on the 4th day after the date of postage;
 - 15.11.3 delivered to the Owner by fax or e-mail to the fax number or e-mail address of the Owner, in which event it shall be regarded as having been received on the date of transmission.

15.12 The notices in terms of this rule may in the discretion of the Trustees also be delivered to the Occupier of the Section.

15.13 Should a complaint be made by or against a trustee in terms of any rule, such trustee shall be precluded from considering the complaint at the hearing and taking part in any ruling, finding or the imposition of a penalty. Such trustee may however present his or her case at the Trustees' meeting prior to voting.

16. Disclaimer

All persons shall enter the common property and the buildings, at their own risk and shall make use of the common property and facilities at their own risk. No person shall have any claim against the Body Corporate of whatsoever nature arising from such use, or for anything which may befall a person during the course of such use, whether caused by human or animal agency, natural phenomena or other occurrence. The Body Corporate shall not liable be for any injury, loss or damage of any description which any person may sustain, physically or to his property, directly or indirectly, when present in a Section or on any portion of the common property or when using any of the facilities of the Body Corporate .

17. GENERAL

17.1 An Owner wishing to sell or rent his unit should inform the Trustees and the Body Corporate thereof in writing.

17.2 An Owner leasing his unit, should hand Management Rules, Conduct Rules and any house rules to the lessee and impress upon the lessee to adhere to these rules in view of the fact that the Owner is liable for the compliance thereof.

17.3 Should an Owner or Occupant wish to bring any matter to the attention of the Trustees, a written request should be handed to a Trustee or Managing Agent.

17.4 The Owners have confirmed that they are aware of the fact that this Body Corporate is a member of the controlling Fairview Golf Estate Home Owners Association and that the Body Corporate will have to pay levies to the Association.