

CONDUCT RULES

(section 35(2)(b) of the Sectional Titles Act, No 95 of 1986)

for the use and enjoyment of the sections and common property of
the Body Corporate of the

Guldenpark

Sectional Title Scheme

SS No. 925/1988

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1. PRELIMINARY

These rules shall not be added to, amended or repealed except in accordance with section 35(2)(b) of the Act, and subject to the provisions of section 35(3) and (5) of the Act.

2. BINDING NATURE

- 2.1 The provisions of these rules, and the duties of an owner of a section in relation to the use, occupation and enjoyment of his section and the use and enjoyment of the common property shall be binding on all owners and occupiers of sections, and it shall be the duty of the owner of the section to ensure compliance with these rules by the lessees or other occupiers of his section, including by the family members, guests, visitors, clients, employees, domestic workers and contractors of the owner or occupier of the section.
- 2.2 In the event of damage being caused to the common property by an owner or occupier of a section or by the family members, guests, visitors, clients, employees, domestic workers or contractors of an owner or occupier, the owner of the section shall be liable to compensate the body corporate for the costs of repairing the damage, which costs shall be due and payable by the owner of the section upon demand, and failing which, the costs may be added to the owner's levy statement and the costs may be recovered from the owner in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.

3. DEFINITIONS AND INTERPRETATION

- 3.1 In the interpretation of these rules, unless the context otherwise indicates:
- 3.1.1 'Act' means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force thereunder;
- 3.1.2 'building' means any building in the scheme;
- 3.1.3 'client' means a customer in respect of a non-residential section;
- 3.1.4 'contractor' means any artisan, builder, electrician, plumber or other person who performs work, or who has been requested to perform work in respect of a section, exclusive use area and/or the common property in terms of these rules;
- 3.1.5 'design guidelines' means the design guidelines referred to in conduct rule 5 and as may be contained in annexure A hereto;
- 3.1.6 'local authority' means the City of Cape Town or its successors in title;
- 3.1.7 'non-residential section' means a section used for business purposes;

- 3.1.8 'nuisance' means any act, omission or condition, which in the opinion of the trustees is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of owners or occupiers of sections, or which adversely affects the safety of owners or occupiers of sections, having regard to the reasonableness of the activities in question in the section or on the exclusive use area concerned or on the common property, and the impact which result from these activities, and the noise related to these activities;
- 3.1.9 'occupier' means the lessee or other occupant of the section and shall include the employee or worker employed at or working in the non-residential section;
- 3.1.10 'premises' means the land and buildings comprising the scheme;
- 3.1.11 'renovation' means an internal redecoration or refurbishment of the existing décor or interior of a section, including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitary ware and floor coverings;
- 3.1.12 'residential section' means a section used for residential purposes;
- 3.1.13 'structural alteration' means an alteration which is of a permanent nature and which alters the form or structure or essential framework of a building on the inside or outside thereof and the enclosing of a balcony or stoep shall be regarded as a structural alteration for the purpose of these rules;
- 3.1.14 'these rules' mean these conduct rules;
- 3.1.15 the annexures to these rules shall be deemed to be incorporated in, and form part of, these rules;
- 3.1.16 the headings to the respective rules are provided for convenience of reference only and are not be taken into account in the interpretation of the rules;
- 3.1.17 words and expressions to which a meaning has been assigned in the Act and the management rules shall bear the meaning so assigned to them;
- 3.1.18 words importing:
- 3.1.18.1 the singular number only shall include the plural, and the converse shall also apply;
- 3.1.18.2 the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders;

- 3.1.19 a reference to 'common property' shall include the exclusive use areas, which form part of the common property;
- 3.1.20 when any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 3.1.21 where figures are referred to in words and in numerals in these rules, if there is any conflict between the two, the words shall prevail.

4. DIRECTIVES

The trustees may issue directives in connection with any conduct rule to provide direction and information as to the practical application of the conduct rule. The trustees are not authorised to create new conduct rules through their issuing of directives. A directive shall not be in conflict with any management rule or conduct rule.

5. DESIGN GUIDELINES

The trustees may compile design guidelines in respect of the scheme to control the design and appearance of the buildings and structures on the common property and any alterations, additions, devices and fittings to the common property. The design guidelines shall be approved by the members by special resolution and may be amended from time to time by the members by special resolution. The design guidelines shall be incorporated and form part of these rules as annexure A to these rules.

6. ANIMALS, REPTILES, BIRDS AND FISH (PETS)

- 6.1 No owner or occupier of a section shall keep any animal or reptile (pet) in a section or on the common property.
- 6.2 Notwithstanding sub-rule 6.1, an owner or occupier of a section who has before the commencement date of these rules obtained the written consent of the trustees to keep an animal or reptile (pet) in his section, shall be allowed to retain the specific pet until the death of such pet, but shall not be allowed to replace such pet, but subject to compliance with the reasonable conditions imposed from time to time by the trustees.
- 6.3 An owner or occupier of a section may keep fish in his section.
- 6.4 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 bird in a section or on the common property.

- 6.5 To obtain the approval of the trustees in terms of sub-rule 6.4, an owner or occupier of a section shall apply to the trustees in writing.
- 6.6 When granting their approval as referred to in sub-rule 6.3, the trustees may impose reasonable conditions pertaining to the keeping of the bird. The trustees may from time to time prescribe any reasonable conditions relating to the keeping of animals, reptiles, birds and fish (pets).
- 6.7 Owners and occupiers of sections shall ensure that their animals, reptiles, birds and fish (pets) do not cause a noise, nuisance or disturbance to other owners or occupiers of sections. This requirement shall be regarded as conditions imposed by the trustees under sub-rule 6.6 without detracting from the trustees' discretion to impose further reasonable conditions.
- 6.8 The trustees may withdraw their approval in the event of any breach of any condition prescribed by the trustees in terms of sub-rule 6.6 or referred to in sub-rule 6.7, upon which the owner or occupier of a section shall immediately remove the specific pet from the section and the common property, failing which the trustees may apply to a court having jurisdiction for an interdict for the removal of the pet. In the latter event, the pet owner and the owner of the section shall be jointly and severally liable for the legal costs relating to such application.

7. REFUSE DISPOSAL

- 7.1 An owner or occupier of a section shall:
- 7.1.1 be responsible for the removal of refuse from his section;
 - 7.1.2 deposit his refuse in suitable, strong plastic bags (refuse bags) and in the case of tins or other containers, ensure that they are completely drained before being deposited into a refuse bag, and in case of broken glass, ensure that the glass is securely wrapped in newspaper, before being deposited into a refuse bag;
 - 7.1.3 for the purpose of having his refuse collected, place his refuse bags in the area/s on the days and during the times as designated by the trustees;
 - 7.1.4 ensure that his refuse bags are properly sealed before removing it from his section and shall take care not to soil the common property when conveying his refuse bags in accordance with sub-rule 7.1.3 above;
 - 7.1.5 not deposit hot ash, sand, stones or building rubble into any refuse bag;
 - 7.1.6 not leave any refuse or refuse bag in or on any corridor, walkway or on any other portion of the common property, except in the areas as designated by the trustees in terms of rule 7.1.3.

8. VEHICLES

- 8.1 An owner or occupier of a section shall park or stand his vehicle in his garage or on the parking bay situated on the parking area as allocated to him or rented by him.
- 8.2 Subject to sub-rule 8.1 above, no owner or occupier of a section 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. In particular no vehicle may be parked in a loading zone or on a zone marked in yellow or in front of any garage door.
- 8.3 No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property, without the written consent of the trustees.
- 8.4 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their guests, visitors, or contractors, do not drip fuel, oil or brake fluid on to the common property or in any other way deface the common property.
- 8.5 Damaged vehicles, vehicles that are not in general use or that are not roadworthy may not be parked on an exclusive use area or on any portion of the common property, without the prior written consent of the trustees, and subject to the time period as may be approved by the trustees and subject to such conditions as may be imposed by the trustees.
- 8.6 No owner or occupier of a section shall be permitted to dismantle or do major repairs to any vehicle or service any vehicle or part of a vehicle in his section, on his exclusive use area or on any portion of the common property. Only emergency repairs to vehicles may be done.
- 8.7 The trustees may cause a vehicle, which is parked, standing or abandoned on the common property without the trustees' consent or in contravention of these rules, to be removed or towed away, or its' wheels to be clamped. The trustees may further determine a reasonable penalty, which is to be paid for the release of a vehicle, to recover the costs of the process.
- 8.8 Owners and occupiers of sections shall not drive their vehicles on the common property in a reckless or negligent manner or in any manner that creates a nuisance, danger or risk to humans or property. No unlicensed person may drive a vehicle on the common property.
- 8.9 Owners and occupiers of sections shall not create a noise or nuisance through use of their vehicles on the common property and in particular no excessive revving of vehicles is allowed, and no loud music may emanate from a vehicle, and the hooters of vehicles shall not be sounded on the common property or outside the security gates, other than in emergencies.
- 8.10 Owners and occupiers of sections shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.

8.11 No fire hose may be used for the purpose of washing a vehicle. The engines or chassis of a vehicle may not be washed or degreased on the premises.

9. DAMAGES, ALTERATIONS, DEVICES, ADDITIONS AND FITTINGS TO THE COMMON PROPERTY OR TO THE EXTERIOR OF A BUILDING

9.1 An owner of a section or person authorised by him shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property or the exterior of a building, including the exterior of doors and windows, without first obtaining the written consent of the trustees.

9.2 Notwithstanding sub-rule 10.1, an owner or person authorised by him, may install:

9.2.1 any locking device, safety gate, burglar bars, or other safety device for the protection of his section; or

9.2.2 any screen or other device to prevent the entry of animals or insects:

Provided that the trustees have first approved the nature and design of the device and the manner of its installation.

9.3 An owner of a section shall not without the prior written consent of the trustees, who may attach reasonable conditions to their consent, construct to/on, or attach to/on any part of the common property or the exterior of a building, any alteration, device, addition or fitting, inclusive of but not limited to a radio aerial, television aerial, satellite dish, air conditioner, solar heating system, canopy, awning or shade cover.

9.4 To obtain the written consent of the trustees in terms of sub-rules 10.1, 10.2 or 10.3, the owner of the section shall apply to the trustees in writing and the application shall be accompanied by sufficient plans and specifications that explain the nature, design, shape, size, material, colours and location of installation of the proposed alteration, device, addition or fitting.

9.5 Any alteration, device, addition or fitting made or installed by or on behalf of an owner of a section in terms of this rule shall be maintained by the owner of the section in a state of good repair and in a clean, neat, hygienic and attractive condition, at his own expense.

9.6 If the owner of a section fails to adequately maintain the alteration, device, addition or fitting to the common property or to the exterior of the building as required by sub-rule 10.5 and any such failure persists for a period of thirty (30) days after written notice to repair or maintain given by the trustees, the trustees shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner, which costs shall be due and payable by the owner upon demand, and failing which, the costs may be added to the owner's levy statement and the costs may be recovered from the owner in the same manner as applies to arrear levies, together with interest at the rate applicable to levies.

10. RENOVATIONS OF SECTIONS

An owner of a section shall not proceed with the renovation of his section or with any alterations to the pipes, wires, cables and ducts inside his section, without the prior written consent of the trustees. The trustees may attach reasonable conditions to their consent.

11. STRUCTURAL ALTERATIONS TO SECTIONS AND/OR THE COMMON PROPERTY

11.1 An owner of a section shall comply with the applicable provisions of the Act, the management rules and the following rules, before attempting a structural alteration to his section and/or the common property:

11.1.1 The owner shall submit a written application to the trustees with specifications and a sketch plan of the proposed structural alteration to obtain the provisional consent of the trustees. The application must include such further details as required by the trustees.

11.1.2 The trustees may grant their provisional consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may impose reasonable conditions when granting their provisional consent.

11.1.3 If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant regarding the proposed structural alteration.

11.1.4 If the structural alteration involves work to a weight-bearing wall, or the increase of the loading on the existing foundations or concrete slab, the owner must submit a report by a structural engineer to the trustees, confirming that the proposed structural alteration shall not compromise the structural integrity of the building.

11.1.5 If considered necessary by the trustees, they may instruct the owner to canvass the comments of his immediate neighbours, and to submit it to the trustees for consideration.

11.1.6 Once the owner has obtained the provisional consent of the trustees, he shall proceed to obtain the authorisation of the members of the body corporate if required in terms of the Act or if required by the trustees. The members of the body corporate may impose reasonable conditions when granting their authorisation.

11.1.7 Thereafter the owner shall proceed to have building plans prepared which may not deviate from the sketch plans and shall submit the building plans to the trustees for approval and the owner shall pay the requisite scrutiny fee and deposit as may be required by the trustees.

11.1.8 Upon approval of the building plans by the trustees, the owner shall submit the building plans to the local authority for approval.

- 11.1.9 Having obtained the approval of the local authority, the owner shall comply with the conditions imposed by the trustees and with the conditions and standards imposed by the local authority when proceeding with the construction of the structural alteration.
- 11.2 The proposed structural alteration shall comply in all respects with the requirements of the local authority and the regulations to the National Building Regulations and Building Standards Act, No. 103 of 1977, as amended from time to time and shall be harmonious to the architectural style and design of the existing buildings and the appearance thereof shall be aesthetically acceptable in the discretion of the trustees.
- 11.3 An owner shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of other sections, the common property or any exclusive use area.

12. CONSTRUCTION OF STRUCTURAL ALTERATIONS AND OTHER ALTERATIONS

- 12.1 The owner of a section and his contractor/s shall comply with the following provisions relating to any construction undertaken by him in terms of these rules:
 - 12.1.1 Appropriate insurance must be taken out by the owner or his contractor for the duration of the construction period, if required by the trustees.
 - 12.1.2 The owner shall pay the deposit (if any) as required by the trustees to the body corporate. The trustees shall retain the deposit (if any) until the completion of construction, subject to any deductions that the trustees may make in terms of these rules.
 - 12.1.3 The owner shall comply with the conditions imposed by the trustees and/or the local authority and with the provisions of the design guidelines (if applicable).
 - 12.1.4 The electricity and/or water supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
 - 12.1.5 Any construction or work done in pursuance of these rules must be done during the hours of 08h00 to 13h00 and 14h00 to 17h00 on weekdays and between 09h00 and 13h00 on Saturdays, but not at all on Sundays or on proclaimed public holidays.
 - 12.1.6 The common property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds.
 - 12.1.7 The owner shall complete all construction within a reasonable time from commencement thereof, and within the timeframe specified by

the trustees, if any.

12.1.8 Any work done in pursuance of these rules must be done with the minimum of discomfort, disturbance, obstruction and nuisance to other owners or occupiers of sections.

12.1.9 The owner accepts responsibility, and shall be liable to the body corporate (or other owners, as the case may be), for any damage caused by him or his contractors, to the common property (or to sections) and indemnifies the body corporate against such damage or any claims arising therefrom.

12.1.10 In the event of damage having been caused to the common property during construction, the trustees shall request the owner to repair the damages forthwith. If the owner fails to repair the damages within fourteen (14) days after written notice given by the trustees, the trustees shall be entitled to appoint an independent contractor to repair the damages and the trustees may utilise the deposit paid by the owner to defray the costs of repairs. If however, the deposit is insufficient to cover the costs of repairs, the trustees shall be entitled to recover the shortfall from the owner.

12.1.11 The owner must ensure that his contractor/s comply with the relevant provisions of these rules.

12.2 Upon completion of construction, the owner of the section shall notify the trustees, who shall inspect the building work, before refunding the deposit, if any, to the owner, subject to any deductions that may be made for damages in terms of these rules.

13. APPEARANCE FROM OUTSIDE

13.1 An owner or occupier of a section shall not place, store or do anything in a section, 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 the section.

13.2 An owner shall not do anything to his section or exclusive use area which is likely to prejudice the harmonious appearance of the building.

13.3 Owners and occupiers of residential sections shall ensure that their sections are provided with adequate curtaining or blinds at all times and within 14 (fourteen) days of taking occupation. Only curtains or blinds may be used as window coverings and no tinted film coatings, sheets, towels or the like will be permitted.

14. SIGNS AND NOTICES

14.1 No owner or occupier of a section shall place any sign, notice, flag, billboard, or advertisement of any kind whatsoever in a section, or on an exclusive use

area or on any part of the common property without the written consent of the trustees first having been obtained. The Trustees shall not unreasonably withhold their consent in respect of the non-residential sections. The trustees may impose any reasonable conditions when granting their consent.

- 14.2 If an owner or occupier of a section contravenes sub-rule 15.1, the trustees may request the owner or occupier to immediately remove the sign, notice, billboard or advertisement at his own cost.

15. LITTERING

An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on any stoep, balcony, exclusive use area or on any part of the common property any rubbish, including dirt, cigarette butts, food scraps, wrappers, news or magazine print or any other litter whatsoever. In particular no litter may be washed down any storm water drain.

16. LAUNDRY

An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of a section, a building, an exclusive use area or the common property so as to be visible from outside the building/s or from any other section/s. In particular no washing or laundry may be visible when hung on any balcony. No washing or laundry may be hung from any window or on any walkway.

17. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 17.1 An owner or occupier of a section shall not store any material, or do or permit or allow to be done, any other dangerous act in a building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy or which would render void any insurance affected over a section or exclusive use area.
- 17.2 Owners and occupiers of sections shall not leave any obstructions on any walkway, but walkways must be kept clear at all times in order to comply with the fire regulations.
- 17.3 Owners and occupiers of sections shall not use or tamper with the fire extinguisher, fire hydrant, fire hose, electrical panel or the security gate(s) except in the case of an emergency.

18. SALE AND LETTING OF UNITS

- 18.1 All lessees of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 18.2 Upon the sale or alienation of a unit, the owner or his representative shall notify

the trustees or managing agent and shall furnish them with the information and documentation as may be required by them.

18.3 Upon the conclusion of a lease agreement or other occupancy arrangement in respect of a section, the owner of the section shall furnish the trustees with the names and contact details of the lessees and other occupants and with any other information and documentation required by them.

18.4 An owner of a section shall at his own cost furnish the lessee or other occupiers of his section with a copy of these rules.

19. USE AND OCCUPANCY OF SECTIONS AND RELATED MATTERS

19.1 An owner shall not contravene, or permit the contravention, of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any licence, relating to or affecting the occupation of the building or the common property, or the carrying on of business in the building, or so contravene or permit the contravention of the conditions of title applicable to his section or any other section or to his exclusive use area or any other exclusive use area.

19.2 Owners and occupiers of sections are obliged to comply with the Municipal zoning scheme with regard to the use and occupancy of their sections. Residential sections shall only be used for residential purposes and no business or trade may be conducted in any residential section.

19.3 No owner or occupier of a residential section shall allow more than 2 (two) persons per bedroom to reside in his section at any time. For the purpose of this rule a person who regularly sleeps in a section shall be deemed to reside in that section.

20. EXCLUSIVE USE AREAS

The right of exclusive use and the enjoyment of parts of the common property for parking bays, and loading bays are conferred upon the owners of the section as detailed hereunder and as indicated on the Parking bay list annexed here to marked "A": - The rights referred to in 1 above do not create rights contemplated in section 27(6) of the act 95 of 1986.

21. ERADICATION OF PESTS

21.1 An owner of a section shall keep his section free of rats, mice, 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 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 that may be damaged by any such pests shall be borne by the owner of the section

concerned.

- 21.2 No animal or chicken may be slaughtered in a section, or on an exclusive use area, or on any part of the common property.

22. NOISE AND NUISANCE

- 22.1 No owner or occupier of a section shall cause or permit to be caused a disturbance by shouting, screaming or making any other loud or persistent noise or sound, including amplified noise or sound, or shall use any offensive, obscene, injurious or unbecoming language in a section, or on an exclusive use area, or on any part of the common property.
- 22.2 An owner or occupier of a section shall not use his section, exclusive use area or the common property or permit it to be used in such a manner or for such purpose as shall cause a nuisance to any other owner or occupier of a section or an unreasonable invasion of his privacy.
- 22.3 Owners and occupiers of sections shall at all times supervise their children and the children of their visitors or guests to ensure to prevent them from causing a noise or nuisance to other owners or occupiers of sections or an invasion of their privacy.
- 22.4 All radios, televisions, stereo systems and other appliances emitting sound must be kept at audio levels, which are reasonable, in the discretion of the trustees.
- 22.5 No firearm may be discharged in a section, or on an exclusive use area, or on any part of the common property, except under such circumstances which would reasonably justify the use of a firearm for self-defence and related purposes.

23. USE OF THE COMMON PROPERTY

- 23.1 An owner or occupier of a section shall use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners and occupiers of sections or other persons lawfully on the premises.
- 23.2 Owners and occupiers of sections shall adhere to the following restrictions and shall ensure that their children adhere to the following restrictions:
- 23.2.1 No pellet guns may be discharged on the common property.
- 23.2.2 No stones or solid objects may be thrown or propelled on the common property or from any section or exclusive use area.
- 23.2.3 'Quad bikes', carts, scooters or motorbikes may not be driven or used on the common property other than for the purpose of normal ingress to, and egress from, the premises.
- 23.2.4 No playing with rugby balls will be allowed inside the scheme and all other ball games may only be played on the lawns.

23.2.5 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated on the common property.

23.2.6 No smoking will be permitted on the staircases.

23.3 No auction, fete, jumble sale or exhibition may be held in a section or on the common property, without the written consent of the trustees.

24. BRAAIING ON BALCONIES

No owner or occupier of a section may use wood to braai on his balcony, but may only utilise gas- or electrical braai devices and Weber-type braais when braaiing on his balcony, provided that the smoke do not cause a nuisance to other occupiers.

25. SECURITY

25.1 Owners and occupiers of sections shall at all times ensure that the security and safety of all owners and occupiers of sections and their property are preserved, and in particular shall:

25.1.1 ensure that upon entering or leaving the premises or building, the relevant gate or door is properly closed;

25.1.2 ensure that no unauthorised or unknown person enters the premises or building through any gate or door and never open a gate or door for an unauthorised or unknown person;

25.1.3 report the presence of any suspicious person on the premises to the trustees or the supervisor;

25.1.4 not give their access controls or keys to their contractors or domestic workers in order to gain access to the building/s or premises;

25.1.5 retrieve their access and keys controls from the lessees or occupiers of their sections when they move out;

25.1.6 without delay report instances of lost or stolen access controls to the trustees or the supervisor.

25.1.7 Owners will ensure that all lessees or occupiers of their sections have the relevant security tag and / or access control as determined from time to time by the trustees.

25.2 No vendors, salesmen or hawkers are permitted in the building or on the premises.

26. RISK

26.1 Any person present on the premises or the common property or using any of the services or facilities of the body corporate does so entirely at his own risk. No person shall have any claim against the body corporate of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency,

natural phenomena or otherwise. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the common property or on the premises, nor for any act done or for any neglect on the part of the body corporate or any of its employees, agents or contractors.

26.2 The body corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

27. EMPLOYEES, WORKERS, DOMESTIC WORKERS AND CONTRACTORS

27.1 Owners and occupiers of sections are responsible for the activities and conduct of their employees, workers, domestic workers and contractors on the premises and shall ensure that they comply with these rules.

27.2 Owners and occupiers of sections shall in the interest of security obtain and check the references of domestic workers before appointing them.

27.3 Owners and occupiers of sections shall not request the employees of the body corporate to perform any tasks for them during their work hours and shall not otherwise interfere with any employee in the performance of his work.

28. IMPOSITION OF PENALTIES

Imposition of administrative fees

28.1 If the behavior of an owner or occupier of a section, his or her family members, guests, visitors, employees or contractors causes a nuisance in the opinion of the trustees, or if an owner, occupier or his or her family member, guest, visitor, employee or contractor violate any provision of the Act, the Management Rules or Rules of Conduct, then the trustees can send notice to the owner and the occupier (if applicable) which in the opinion of the trustees may be hand delivered or sent by regular/electronic mail. In the notice, the specific behavior that causes a nuisance, or the provision or rule allegedly violated must be clearly stated, and the offender should be warned that if he or she continues such act or offense, an administration fee will be imposed on the owner of the section.

28.2 If the owner or occupier (if applicable) nevertheless continues with the specific conduct or violation of the specific provision of the Act or rule, the trustees may convene a meeting to consider the issue and impose an administration fee on the owners account. The Trustees have the power to appoint a committee of two or more members to gather on behalf of the trustees. Any decisions will be effective at the meeting, as if taken by a quorum of trustees.

28.3 A written notice whereby the owner and occupier (if applicable) be informed of the purpose of the meeting and invited it to attend to the owner and

occupier (if applicable) be sent at least seven (7) days before the meeting is to be held. At the meeting, the owner and occupier (if applicable) be given the opportunity to:

28.3.1 state his or her case;

28.3.2 to present evidence, including to call witnesses to support his or her case;

28.3.3 cross-examine any witnesses called on behalf of the legal person;

28.3.4 may inspect any relevant documents.

28.4 After the owner and occupier (if applicable) has been provided the opportunity to state his or her case, the committee may, by way of a committee decision, impose the owner is a first administration fee for a first offense and impose a subsequent administration fee for every subsequent similar offense. If an owner and / or occupant do not attend the meeting and he or she did not provide a reasonable request for extension, the committee may in its sole discretion proceed with the meeting and in the absence of the owner, impose an administrative fee.

28.5 Any administrative fee imposed under sub-rule (4) may be added to the owners levy that an owner is required to pay under section 37 (1) of the Act after the owner was notified of the imposition of the administration fee. The trustees can claim the administration fee as part of the levy which is payable by the owner monthly.

28.6 The trustees of the body corporate may by a simple majority vote on a trustee meeting, from time to time determine the amount of the first administration fee, and determine subsequent administration fees.

29. WRITTEN CONSENT OF THE TRUSTEES

Whenever the written consent of the trustees is required in terms of these rules, application for such consent must be made in writing and the applicant shall furnish the trustees with all the details and documents as required by them. The written consent of the trustees in terms of these rules or the withdrawal thereof shall be in such format as decided from time to time by them. The trustees may attach reasonable conditions to their consent and they may summarily withdraw their consent, if any condition imposed is not complied with.

30. NOTICES

30.1 Any notice to an owner or occupier of a section in terms of these rules, will be regarded as having been properly given if such notice is:

30.1.1 delivered to the owner or occupier by hand;

30.1.2 forwarded to the owner of the section to his domicilium citandi et executandi and to the occupier to the address of his section by

registered mail, in which event it shall be regarded as having been received on the 4th day after the date of postage;

30.1.3 forwarded to the owner or occupier by fax or e-mail to the fax number or e-mail address of the owner or occupier, in which event it shall be regarded as having been received on the date of transmission.

30.2 In all instances where a notice is sent to the occupier of a section in terms of these rules, a copy of the notice shall also be sent to the owner of the relevant section.

31. COMPLAINTS OR SUGGESTIONS

All complaints and suggestions pertaining to the scheme must be submitted to the trustees or the Complex Manager in writing.

32. RELAXATION OF RULES

No indulgence or relaxation in respect of these rules shall constitute a waiver or consent, or prevent their enforcement by the trustees at any time.

| Guldenpark Annex A Exclusive Use Areas Parking Bays | |
|--|--------------------|
| Parking Bay | Unit |
| 1 | Vistor parking bay |
| 2 | Sarah 8 |
| 3 | Sarah 7 |
| 4 | Sarah 11 |
| 5 | Sarah 2 |
| 6 | Sarah 1 |
| 7 | Sarah 10 |
| 8 | Vistor parking bay |
| 9 | Sarah 5 |
| 10 | Sarah 4 |
| 11 | Sarah 3 |
| 12 | Sarah 12 |
| 13 | Sarah 9 |
| 14 | Sarah 6 |
| 15 | Vistor parking bay |
| 16 | Nina 7 |
| 17 | Nina 6 |
| 18 | Nina 5 |
| 19 | Nina 4 |
| 20 | Nina 3 |
| 21 | Nina 2 |
| 22 | Nina 1 |
| 23 | Vistor parking bay |
| 24 | Vistor parking bay |
| 25 | Vistor parking bay |
| 26 | Vistor parking bay |
| 27 | Vistor parking bay |
| 28 | Lida 12 |
| 29 | Lida 11 |
| 30 | Lida 10 |
| 31 | Lida 9 |
| 32 | Lida 8 |
| 33 | Lida 7 |
| 34 | Lida 6 |
| 35 | Lida 5 |
| 36 | Lida 4 |
| 37 | Lida 3 |
| 38 | Lida 2 |
| 39 | Lida 1 |
| 40 | Nina 9 |
| 41 | Vistor parking bay |
| 42 | Vistor parking bay |
| 43 | Nina 12 |
| 44 | Nina 11 |
| 45 | Nina 10 |

| | |
|----|--------------------|
| 46 | Vistor parking bay |
| 47 | Nina 8 |
| 48 | Lucil 12 |
| 49 | Lucil 11 |
| 50 | Lucil 8 |
| 51 | Lucil 9 |
| 52 | Lucil 10 |
| 53 | Lucil 7 |
| 54 | Lucil 6 |
| 55 | Lucil 5 |
| 56 | Lucil 4 |
| 57 | Lucil 3 |
| 58 | Lucil 2 |
| 59 | Lucil 1 |
| 60 | Cecil 10 |
| 61 | Cecil 9 |
| 62 | Cecil 8 |
| 63 | Cecil 12 |
| 64 | Cecil 4 |
| 65 | Cecil 2 |
| 66 | Cecil 3 |
| 67 | Cecil 6 |
| 68 | Cecil 5 |
| 69 | Cecil 1 |
| 70 | Cecil 11 |
| 71 | Cecil 7 |
| 72 | Vistor parking bay |
| 73 | Vistor parking bay |
| 74 | Sarah 11 |
| 75 | Vistor parking bay |
| 76 | Sarah 9 |
| 77 | Sarah 8 |
| 78 | Sarah 7 |
| 79 | Sarah 1 |
| 80 | Sarah 2 |
| 81 | Sarah 3 |
| 82 | Sarah 4 |
| 83 | Sarah 5 |
| 84 | Sarah 6 |
| 85 | Sarah 1 |
| 86 | Sarah 10 |
| 87 | Sarah 12 |
| 88 | Elize 8 |
| 89 | Elize 7 |
| 90 | Elize 6 |
| 91 | Elize 5 |
| 92 | Elize 4 |
| 93 | Eize 3 |
| 94 | Elize 2 |
| 95 | Elize 1 |

| | |
|-----|--------------------|
| 96 | Elize 9 |
| 97 | Elize 10 |
| 98 | Elize 11 |
| 99 | Elize 12 |
| 100 | Vistor parking bay |
| 101 | Vistor parking bay |
| 102 | Vistor parking bay |
| 103 | Vistor parking bay |
| 104 | Vistor parking bay |
| 105 | Vistor parking bay |
| 106 | Vistor parking bay |
| 107 | Vistor parking bay |
| 108 | Vistor parking bay |
| 109 | Vistor parking bay |
| 110 | Joan 12 |
| 111 | Joan 11 |
| 112 | Joan 10 |
| 113 | Joan 9 |
| 114 | Joan 6 |
| 115 | Joan 1 |
| 116 | Joan 5 |
| 117 | Joan 4 |
| 118 | Joan 3 |
| 119 | Joan 2 |
| 120 | Joan 1 |
| 121 | Joan 8 |
| 122 | Rina 11 |
| 123 | Rina 12 |
| 124 | Rina 9 |
| 125 | Rina 8 |
| 126 | Rina 7 |
| 127 | Rina 6 |
| 128 | Rina 5 |
| 129 | Rina 4 |
| 130 | Rina 3 |
| 131 | Rina 2 |
| 132 | Rina 1 |
| 133 | Mari 1 |
| 134 | Mari 10 |
| 135 | Mari 9 |
| 136 | Mari 8 |
| 137 | Mari 7 |
| 138 | Mari 2 |
| 139 | Mari 3 |
| 140 | Mari 4 |
| 141 | Mari 5 |
| 142 | Mari 6 |
| 143 | Mari 11 |
| 144 | Mari 12 |
| 145 | Jani 12 |

| | |
|-----|-----------|
| 146 | Jani 8 |
| 147 | Jani 7 |
| 148 | Jani 6 |
| 149 | Jani 10 |
| 150 | Jani 11 |
| 151 | Jani 9 |
| 152 | Jani 5 |
| 153 | Jani 4 |
| 154 | Jani 3 |
| 155 | Jani 2 |
| 156 | Jani 1 |
| 157 | Salome 12 |
| 158 | Salome 11 |
| 159 | Salome 10 |
| 160 | Salome 9 |
| 161 | Salome 8 |
| 162 | Salome 7 |
| 163 | Salome 6 |
| 164 | Salome 5 |
| 165 | Salome 4 |
| 167 | Salome 3 |
| 168 | Salome 2 |
| 169 | Salome 1 |