

***THE JADE***  
*Body Corporate*

**Conduct Rules**

## INTERPRETATION OF TERMS

In the interpretation of these rules, unless the context otherwise indicates:

- a) "Act" means the Sectional Titles Schemes Management Act 8 of 2011, as amended from time to time, and any regulations made and in force thereunder
- b) "Management Act" means the Sectional Titles Schemes Management Act No. 8 of 2011, as amended from time to time, and any regulations made and in force thereunder
- c) "trustees" mean the Trustees (or Executive Managing Agent) appointed in terms of the Act
- d) "the Body Corporate" means the Body Corporate as determined in sections 3 to 9 of the Management Act
- e) "section" means a section shown as such on the sectional plan
- f) "unit" means a section together with its undivided share in the common property apportioned to that section in accordance with the quotas of the section
- g) "common property" means the common property as shown on the Sectional Title Plan
- h) "owners" mean the registered owners of the units, who are responsible for their families, tenants, residents, etc, that may be in the complex
- i) "managing agent" means the Managing Agent as appointed by the Trustees from time to time to administer the affairs of the Body Corporate
- j) "complex" means the buildings known as **THE JADE BODY CORPORATE** as well as the common property
- k) "occupier" or "resident" means the person occupying any section
- l) words importing -
  - a. the singular number only shall include the plural, and the converse shall also apply
  - b. the masculine gender shall include the feminine and neuter genders and the neutral gender shall include the masculine and feminine genders
- m) words and expressions, to which a meaning has been assigned in the Act, shall bear the meaning assigned to them
- n) the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules
- o) "parked" refers to any mode of transport which is stationary in one position either in a demarcated parking space or on common property for any length of time

## **THE JADE BODY CORPORATE CONDUCT RULES**

### **1. INTRODUCTION**

- 1.1 These Rules are binding on all owners, occupiers and their visitors. Occupiers are responsible for the conduct of their visitors. Any breach of these Rules by a visitor or occupier who is not an owner, will be attributed to the relevant owner who will be held responsible for such breach.
- 1.2 These Rules will be enforced by the Trustees. Any infringement of these Rules may result in the offender being penalised with Penalty Levies and/or Conduct Transgression Levies or such other sanction as may be deemed appropriate by the Trustees and as more fully provided for in the Rules.
- 1.3 If as a result of a breach of any of these Conduct Rules by any owner or occupier of a section, the Trustees instruct an attorney, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an attorney client scale incurred by the Trustees as a result thereof.
- 1.4 The Trustees have been elected by the owners to fulfil a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees' person or property will result in legal action.

### **2. REGISTRATION AND COMMUNICATION**

#### **2.1 The Community Portal:**

- 2.1.1 The Community Portal is recognized as the official communications portal for the complex and is compulsory for all owners to be registered thereon. All owners are required to update and maintain their contact details thereon. If assistance is required with registering on the Community Portal, please contact the estate manager.

### **3. FINANCES / LEVIES**

- 3.1 All levies owing to the Body Corporate are payable monthly in advance by not later than the first day of each and every month.
- 3.2 Levies that are not paid promptly on due date for payment will bear interest at 2% per month in respect of overdraft advances.
- 3.3 Owners shall not be entitled to withhold payment of levies payable to the Body Corporate for any reason (including and without limiting the generality of the foregoing by reason of any alleged failure by the Body Corporate to provide any services) and shall not be entitled to apply set-off.
- 3.4 Levy invoices shall include and not be limited to Penalty Levies, Conduct Transgression Levies, damages to infrastructure and other payments due to the Body Corporate.
- 3.5 Owners who appeal against imposed Penalty Levies and/or Conduct Transgression Levies shall do so in writing to the Trustees.

3.6 For the duration of the developer's right to extend the property in terms of Section 25(1) of the Sectional Titles Act 95 of 1986, the levy amount may not be increased without the prior written consent of the developer.

#### 4. **SECURITY**

4.1 Access control for owners and occupiers:

4.1.1 All owners and occupiers living in the complex are required to be registered with security for access control into and out of the complex. Owners and occupiers may not request the security guards on duty to open for them without following correct access control procedures.

4.2 Access control for employees employed by owners and occupiers:

4.2.1 All owners and occupiers are required to register their employed staff with security and confirm the days and times when access is permitted.

4.2.2 In order to register employed staff, whether on a once-off or permanent basis, such person must be in possession of a valid South African Identity book or a Valid International Passport with the respective valid work permits, and such person may be granted access via the Biometric system.

4.2.3 Owners and occupiers may not use their own issued discs or finger prints to open for their employees. Owners and occupiers must at all times ensure that the complex's correct access control procedures are strictly followed as protocol.

4.2.4 Owners and occupiers who bring employees into the complex on or in a vehicle must ensure that they disembark from the vehicle and enter/exit the complex via the provided turnstiles, using the Biometrics system.

4.3 Access control for family members, guests and service providers:

4.3.1 Family members, guests and service providers may not be registered onto the Body Corporate's access control system. Access may be provided through the approved visitor management system installed for access control. Only family members who live in the complex may be registered for access.

4.3.2 Requests for special dispensation must be provided in writing to the Trustees for consideration.

4.3.3 Owners and occupiers may not use their own issued discs or finger prints to open for their family members, guests and/or service providers. Owners and occupiers must at all times ensure that the complex's correct access control procedures are strictly followed as protocol.

4.3.4 Owners and occupiers will be notified of all transgressions in writing.

4.4 Access control for building contractors:

4.4.1 Building contractors must first register with the estate manager and security. Access may only be between the hours of 07h00 to 17h30 on weekdays excluding public holidays. All contractors are required to obtain a complex security identity card and

be registered onto the access control system. Times may vary at the Trustee's discretion.

- 4.4.2 All contractors must provide the Body Corporate with the names of all construction workers and other employees to be engaged in construction activities in the complex. Only construction workers who have been registered and have been issued with an approved identity card may be engaged.
- 4.4.3 Owners and occupiers may not use their own issued discs or finger prints to open for their contractors, sub-contractors and workers. Owners and occupiers must at all times ensure that the complex's correct access control procedures are strictly followed as protocol.
- 4.4.4 All contractors must ensure they renew their biometrics access every 4 months with complex security.
- 4.4.5 All contractors must be in possession of an approved identity card for the complex, which is valid for the current year of providing the service.

#### 4.5 Access control for contracted service providers:

- 4.5.1 Contractors who have been appointed by the Trustees of the Body Corporate and who have a signed service level agreement in place with the Body Corporate may be granted access onto the complex's access control system in order to perform their daily duties.
- 4.5.2 Access hours will be at the sole discretion of the estate manager who will grant such access based on the required service delivery.
- 4.5.3 All contracted service providers must provide the Body Corporate with the names of all workers and other employees to be engaged in maintenance and service delivery activities within the complex. Only construction workers who have been registered and have been issued with an approved identity card may be engaged.
- 4.5.4 All contractors must ensure their employees are registered on the biometric system. Upon arrival the passengers are required to disembark from their vehicle and enter via the provided turnstile.
- 4.5.5 All contracted service providers must provide the Body Corporate with S.A.P.S clearance for their employees/management providing services to the Body Corporate.

#### 4.6 Access control for emergency services:

- 4.6.1 The Body Corporate will grant automatic access to the Fire Department, ambulance and emergency vehicles and to members of the S.A.P.S. Security will at all times escort these emergency services to their place of destination within the complex.

#### 4.7 Access control for Eskom, City of Cape Town, the Sheriff of the Court and the Post Office (– to be modified as per development):

- 4.7.1 Access will be provided to employees from Eskom, the local municipality, Pikitup, the Sheriff of the Court and the Post Office after security has first confirmed and notified the estate manager and verified their identity and job card statuses. Access will be done in accordance with the approved signed off Security SOP.

4.8 Owners and occupiers must comply with all security measures from time to time as implemented by the Body Corporate.

4.9 Insofar reasonably possible visitors must at all times be accompanied by an owner or an occupier.

## 5. **ANIMALS. REPTILES & BIRDS**

### 5.1 **Written Permission**

5.1.1 An owner or occupier of a section shall not, without consent of the Trustees in writing, which may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property. The housing of any animal, reptile or bird must be within the applicable municipal by-laws boundaries, if any.

### 5.2 **Conditions**

5.2.1 The Trustees may prescribe any reasonable conditions for the keeping of such animal, reptile or bird.

5.2.1.1 Owners and occupiers are required to keep their pets within the confines of their enclosed areas, and when taken into common areas must be on a leash and under strict supervision.

5.2.1.2 Pets may under no circumstances be allowed to swim in the dam/s, swimming pool or other water features.

5.2.1.3 Owners and occupiers will be required to ensure that any mess made by their pets in the common areas is cleaned up by themselves, immediately, and suitably disposed of.

5.2.1.4 No pets which create a disturbance (whether through excessive barking or other conduct) are permitted.

5.2.1.5 Owners of pets must ensure that they do not cause a nuisance or disturbance to other owners and residents and that cyclists, walkers, joggers, pedestrians and other pets are not attacked or harassed.

5.2.1.6 Pet owners are expected to ensure their pet dogs and cats are tagged displaying the owner's contact information and unit number. This will be at the owner's cost.

5.2.1.7 The Trustees will restrict the number of pets per unit to 2 (two) and implore owners to consider the size of their pet in relation to their unit's size and position. No dogs, cats or any other permitted pets or animals are permitted which are measured to be taller than 50cm in height from the ground up to the top of the front shoulder blade.

5.2.1.8 Pit Bull Terriers and any other breed of dog, or any other animal or pet, which is considered to be dangerous by the Trustees will not be permitted.

5.2.1.9 Where necessary, suitable fencing or other restraining measures approved by the Trustees must be installed to contain animals and pets.

5.2.1.10 The Trustees may require animals and pets which in its sole and absolute discretion it considers to be dangerous and/or undesirable and/or a nuisance to be removed from the complex.

5.2.2 The conditions outlined by the Trustees will not be imposed unfairly but rather in the interests of the surrounding neighbours as well as in the best interests of the pet. The size of and care levels required for each pet will be considered prior to approval.

5.2.3 Owners and occupiers in need of an animal to assist with a specific disability will be allowed to keep such animal but will need to obtain permission from the trustees in writing.

### 5.3 **Withdrawal of Permission / Imposing of Penalty Levies and/or Conduct Transgression Levies / Removal of Pets**

5.3.1 The Trustees may withdraw such approval in the event of the contravention of any condition outlined by the Trustees, as prescribed in terms of clause 1.2 above. The Trustees reserve their rights in terms of the imposing of Penalty Levies and/or Conduct Transgression Levies (in terms of clause 33) and/or ordering the removal of Pets in the event of non-compliance of the above conditions.

### 5.4 **Liability**

5.4.1 The owner of any animal, reptile or bird that causes any injury, damage or inconvenience will be solely liable for such injury, damage or inconvenience. Any owner or occupier must ensure that their animals are not a source of disturbance (noise or otherwise) to other owners or occupiers.

### 5.5 **Trustees Decision Binding**

5.5.1 The Trustees' decision regarding any matter with regards to animals, reptiles and birds shall be binding.

5.5.2 An owner aggrieved by the trustees' decision shall have the right to appeal the decision with the Community Schemes Ombud in terms of the Community Schemes Ombud Services Act 9 of 2011 ("CSOS").

## 6. **REFUSE DISPOSAL**

6.1 An owner or occupier of a section shall:

6.1.1 Maintain in a hygienic and dry condition, receptacles for refuse within his section, their exclusive use area or on such part of the common property as may be authorized by the Trustees in writing.

6.1.2 Ensure that all refuse is placed and sealed securely in a plastic municipal style bag intended for refuse disposal.

6.1.3 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.

6.1.4 For the purpose of having the refuse collected, place such receptacle within the area designated for refuse collection (should the service provider be unable to do so) and at the times designated by the Trustees.

6.1.5 Not place any large cardboard, polystyrene or builder's rubble into the receptacle, but dispose of this in his/her personal capacity.

6.1.6 Refuse may not be dumped on the streets or elsewhere in the complex.

6.1.7 The burning of refuse is not permitted.

## 7. **VEHICLES**

### 7.1 **Parking**

7.1.1 No owner or occupier shall park or stand any vehicle on the common property, or allow any vehicle to be parked on the common property or demarcated parking bays, without the written consent of the Trustees, except in respect of those areas of the common property specifically demarcated for that purpose. No parking will be tolerated on the common property grass areas, or in parking bays specifically designated for the use of other sections without the written permission of the occupant of the section concerned.

7.1.2 Visitor parking is intended for visitors, and is not allowed to be used by residents on a regular basis. For this reason, owners should ensure prospective tenants do not have more vehicles than parking bays allocated to the unit. The Body Corporate may impose a monthly parking rental fee (the amount to be determined from time to time by the Trustees) via levy accounts on owners whose residents are found to have more vehicles than allocated parking bays and are detected using visitor parking on a regular basis, with such fee being imposed until it can be confirmed the parking violation has been resolved.

7.1.3 The Trustees may, for this purpose, from time to time demarcate areas of the common property where the parking of motor vehicles is permitted, and similarly demarcate other areas of the common property where the parking of motor vehicles is not permitted.

### 7.2 **Tow-away**

7.2.1 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked and/or standing and/or abandoned on the common property.

### 7.3 **Leaks**

7.3.1 All owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property. If an owner or occupier of a section contravenes this rule they will compensate the Body Corporate for the fair reasonable and necessary cost of restoring / repairing / cleaning of such common property.

### 7.4 **Repairs**

7.4.1 No owner or occupier of a section shall be permitted to dismantle or effect any major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section, provided that the normal washing of vehicles is permitted in accordance with the water restrictions imposed by the City of Cape Town.

### 7.5 **License**



7.5.1 No owner or occupier of a section shall be permitted to drive any vehicle on the common property or on any exclusive use area without a valid driver's license for that vehicle.

## 7.6 **Speed**

7.6.1 When driving a vehicle on any part of the common property or on any exclusive use area, owners and occupiers shall at all times drive at a speed which reasonably takes into account the peaceful residential nature of the estate and the interests of all owners and occupiers in the estate.

## 7.7 **Dangerous Driving**

7.7.1 No owner or occupier shall drive or allow any vehicle to be driven on the common property or on any exclusive use area in any manner that may be dangerous to either himself or to anyone else or to any property.

## 7.8 **Obstruction**

7.8.1 The owner or occupier of any section shall not park or permit to be parked any vehicle, or place any item or article, in such manner as to obstruct any passageways, roads, exits from or entrance to the building/s, or any entrance to or exit from any section or authorized parking bay of any other owner or lawful occupant.

7.8.2 The Trustees may in the event of contravention of this rule, cause to be removed or towed away any such vehicle at the expense of the owner of the vehicle or the owner or occupier of the section which the driver of the vehicle was visiting at the time.

## 7.9 **Other modes of transport**

7.9.1 Caravans and boats are not allowed to enter the complex. Trailers may only be parked within the owner's allocated parking area and should not protrude or obstruct any other owner's parking area.

7.9.2 No unlicensed modes of transport are permitted to be utilized within the complex.

7.9.3 No skateboards, roller blades or similar other items are permitted to be ridden within the complex.

7.9.4 No vehicle with a tonnage over 3.5 (three point five) tons will be allowed to enter the complex. This restriction will not apply to emergency services vehicles.

7.9.5 Bicycles are only allowed to be ridden on designated roadways, and not on pathways designated for pedestrian traffic only. Bicycles ridden outside of daylight hours must be fitted with a suitable headlight and taillight. Bicycle riders must wear a suitable safety helmet, and children under the age of 12 (twelve) when riding bicycles (or engaged in any other activities on the common property) must at all times be accompanied by an adult.

7.9.6 Subject to Rule 27.3.1, the Trustees reserve their rights in terms of the imposing of Penalty Levies and/or Conduct Transgression Levies (in terms of clause 33) and/or removal of any of the above mentioned unauthorized modes of transport.

## 7.10 **Motor Vehicle Accidents**

7.10.1 The Trustees are not responsible for any motor vehicle accidents or any incident relating from the use of a motor vehicle on a public road within the development.

#### 7.11 Use of vehicles

7.11.1 All traffic circles are to be used in a clockwise direction.

7.11.2 Excessive revving of vehicles and/or motorbikes is prohibited.

7.11.3 No quad bikes, motorbikes or motorcycles may be ridden on footpaths and/or within the complex generally except when travelling between a section and the main entrance to the complex for purposes of entering or exiting the complex.

7.11.4 All vehicles must come to a complete stop at the intersections where stop signs have been installed.

#### 7.12 Intersections

7.12.1 All intersections are to be treated as stop streets.

#### 7.13 Golf Carts

7.13.1 Golf carts shall be operated by competent persons 16 (sixteen) years or older.

7.13.2 All occupants on golf carts shall be seated at all times.

7.13.3 Golf cart operators are required to follow all standard motor vehicle laws and complex rules.

7.13.4 Golf carts shall adhere to all signage in the complex.

7.13.5 Standing on the rear or on either side of a golf cart is strictly prohibited.

7.13.6 No carts will be permitted to operate after dark without front and rear lights.

7.13.7 Golf carts are to be kept clean and in good working order.

7.13.8 Golf carts shall be operated only in the designated areas of the complex (if applicable). Golf carts are to be used on tar roads and solid concrete pathways only. No golf carts shall be allowed on the paved pathways or on the narrow wooden bridges.

7.13.9 Pedestrians, walkers, joggers, cyclists shall have the right of way. Feet have the right of way over wheels.

7.13.10 Owners of golf carts will be responsible for any damages sustained in the complex through use of the golf carts.

7.13.11 In the event that an owner or occupier's golf cart is utilised by a friend or guest, it is the owner or occupier's responsibility to ensure that such person is acquainted with and adheres to the rules and regulations as contained herein.

7.13.12 It is illegal to drive a golf cart outside the complex on a public road.

#### 7.14 Storage of golf carts

7.14.1 Golf Carts are to be stored on the owner or occupier's property/parking space.

7.14.2 Storage of golf carts on roads, pathways and/or gardens is strictly forbidden.

#### 7.15 Liability

7.15.1 The owner, occupier or driver waives all rights to claim against the Body Corporate in the event of any loss or damage or injury sustained through the use of golf carts.

#### **7.16 Penalty Levies and Conduct Transgression Levies and Application**

7.16.1 In the event of a contravention or continued contravention of the rules and regulations, the guilty party shall be liable to Penalty Levies and/or Conduct Transgression Levies in accordance with the Schedule of Penalty Levies and Conduct Transgression Levies.

7.16.2 Subject to 27.3.1, these Penalty Levies and Conduct Transgression Levies are to be added to the owner's levy account.

### **8. PATHWAYS**

8.1 No golf carts are permitted on any paved pathway.

8.2 No motor vehicles are permitted on any pathways.

8.3 Pedestrians have right of way.

### **9. PARKING**

9.1 The Developer has, in terms of sections 10 (7) and 10 (8) of the Act, imposed the following additional Conduct Rule relating to sole utilisation areas:

9.1.1 There has been created, in favour of the owners of the sections from time to time, as set out in Annexures "A" and "B" hereto, being respectively a schedule and layout plan of the sole utilisation areas, the right to use of a part of the common property for their sole utilisation.

9.1.2 A sole utilisation area entitles an owner of a section to which the sole utilisation area attaches, to the exclusive use of the sole utilisation area to the exclusion of all other persons.

9.2 The sole utilisation area created shall be as follows:

9.2.1 each parking bay reflected in Annexure "A" hereto shall be for the exclusive use of the owner of the unit, the number of which is reflected in Annexure "A" and as determined in the layout plan attached hereto marked Annexure "B";

9.3 The general provisions relating to the use of the sole utilisation areas are as follows:

9.3.1 The parking bay may only be utilised for the parking of:-

9.3.1.1 motor vehicles;

9.3.1.2 light delivery vehicles;

9.3.1.3 trailers.

9.3.2 The parking bay can only be utilised for parking of other vehicles or objects with the prior

written consent of the Body Corporate which may withhold such consent in its discretion, or grant such consent subject to such conditions as it may determine.

9.3.3 The owner entitled to the exclusive use of any sole utilisation area shall be obliged to maintain the sole utilisation area in all respects to the satisfaction of the Body Corporate.

9.4 The Body Corporate shall be entitled to determine and collect special levies for the maintenance of any of the sole utilisation areas created in terms hereof.

9.5 The allocation of the parking bays will always remain at the discretion of the Trustees.

## 10. **DAMAGE. ALTERATIONS. ADDITIONS TO THE COMMON PROPERTY**

### 10.1 **Damage**

10.1.1 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 having obtained the written permission of the Trustees.

### 10.2 **Security Gates / Bars / Devices**

10.2.1 Notwithstanding rule 10.1, an owner or person authorized by him / her, may install:

10.2.1.1 any locking device, safety gate, burglar bars or other safety device for the protection of his / her section; **OR**

10.2.1.2 any screen or other device to the inside of his / her section to prevent the entry of animals or insects

provided that the Trustees have first approved in writing the nature, design and colour of the device and the manner of its installation.

10.2.2 An owner or occupier of a section must not, without the Trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it, unless the change is minor and does not detract from the appearance of the section or the common property.

10.2.3 The inside of the unit belongs to the owner and the owner may within reason erect approved security measures of his / her choice – however, the Trustees may intervene should the choice be damaging to the harmony and aesthetics of the complex.

10.2.4 For the outside of the section (i.e. security doors on the front door and rear sliding patio door), the following security measures are permissible:

10.2.4.1 The front security door is to match the colour of the door frame where it is to be installed, and identical in specification as set out by the Trustees (Please see annexure "C1" to the Rules for the specification).

10.2.4.2 Burglar bars are to match the colour of the window frame where it is to be installed, or be a clear polycarbonate type of burglar bar, and be identical in specification as set out by the Trustees (Please see annexures "C2" and "C3" to the Rules for the specification).

10.2.4.3 The rear sliding patio door is to match the colour of the door frame where it is to

be installed, and must be an expandable design fitted to the inside of the unit only (Please see annexure "C1" to the Rules for the specification).

## **11. APPEARANCE FROM THE OUTSIDE**

### **11.1 Appearance**

11.1.1 The owner or occupier of a section shall not place or do anything on any part of the common property, including patios, stoops, gardens or fences which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. Any furnishings and/or decorations in a Unit which are visible when viewed from the outside of a Unit, or visible to the public, must comply with the general aesthetics of the complex. Coloured curtains, drapes or any kind of window treatment are required to have a white, beige or neutral coloured backing/lining which is visible when viewed from the outside of a Unit.

### **11.2 Fences**

11.2.1 No owner or occupier of a section shall erect or allow to be erected any form of additional fencing on any part of the common property or in any exclusive use area.

### **11.3 Lighting**

11.3.1 No owner or occupier shall erect or cause to be erected or installed any lights or lighting apparatus on any part of the common property or exclusive use area without the written consent of the Trustees first having been obtained.

### **11.4 Structure Erection**

11.4.1 No owner or occupier shall erect any structure of any nature whatsoever, including but not limited to swimming pools, umbrellas, braai facilities, saunas and Jacuzzis, which are of a permanent or semi-permanent nature, without the written consent of the Trustees first having been obtained.

### **11.5 Antennas, Satellite Dishes, Solar Water Heating and Air Conditioners**

11.5.1 Owners and/or occupiers may not install aerials, satellite dishes or other antennas:

11.5.1.1 on the roof of their sections without the prior consent and / or approval of the Body Corporate; or

11.5.1.2 in the garden of a section without the prior consent and / or approval of the Body Corporate.

11.5.2 The complex has satellite dishes and aerials installed in each block and thereby no further satellite dishes are required.

### **11.6 Storage**

- 11.6.1 No owner or occupier shall store or allow to be stored any item on his balcony, other than pot plants and garden furniture, having regard to the provisions following herein. Balconies are not to be used for the storage of items such as boxes, bicycles, drying or laundry racks, laundry, cleaning equipment, or tools etc.
- 11.6.2 An owner or occupier of a section shall be permitted to place and keep on his balcony such pots and pot plants and garden furniture, being furniture meant and designated for outside use, as may be approved by the Trustees from time to time.
- 11.6.3 The Trustees reserve the right to instruct an owner or occupier to remove such pot plants, pots or garden furniture, or items of a similar nature from his / her balcony or exclusive use area, if in the discretion of the Trustees, such item or items are undesirable when viewed from the outside of a section.

## **12. SIGNS AND NOTICES**

- 12.1 No owner or occupier of a section shall place or allow to be placed, any sign, notice, billboard, poster or advertisement of any kind whatsoever on any part of the common property or on a section, so as to be visible from the outside of the section.

## **13. LITTERING**

- 13.1 No owner or occupier of a section shall deposit or allow to be deposited or thrown on the common property, any rubbish including dirt, cigarette butts, food or food scraps or any litter whatsoever.
- 13.2 The owner or occupier of any section shall not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any section.

## **14. LAUNDRY**

- 14.1 No owner or occupier of a section shall hang any washing or laundry or any other items on any part of the common property so as to be visible from the outside of the building or from any other section. Laundry (including the use of clothes horses) cannot be left out on balcony areas for drying purposes. An owner or occupier of a section shall not erect his / her own washing lines.
- 14.2 The trustees reserve their rights in terms of ordering the removal of items mentioned above.

## **15. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

### **15.1 Storage**

- 15.1.1 An owner or occupier of a section shall not store any flammable or dangerous material, or permit (or allow to be done) any dangerous act in the building or on the common property in quantities which may increase the rate of the premium payable by the Body Corporate on any insurance policy.

### **15.2 Firearms**

15.2.1 The owner and/or occupier shall comply with the Fire Arms Ammunition Act.

### 15.3 Electricity Supply

15.3.1 No owner or occupier of a section may tamper or have any work or repairs done to any electrical supply or apparatus that serves the common property. Any electrical faults on the common property must be reported to the Trustees or duly authorized agents of the Body Corporate.

### 15.4 Fires and Braais

15.4.1 No owner or occupier of a section shall allow any form of fire inside his unit or on the common property, unless the fire is within an apparatus expressly designed for this purpose. It is strictly prohibited to throw cigarettes, cigarette stubs, matches etc, out of windows or anywhere on the common property. All flammable items must be kept in a safe place, and out of reach of children.

15.4.2 The owners or occupiers of any section shall not make fires or use barbeques or braais in a manner or at a time which causes inconvenience to the owners or occupiers of any other section, or causes danger to the building or any part thereof or to any property of any other person or on designated leisure areas. The owner will remain liable for any damages caused.

15.4.3 The Trustees reserve their rights in terms of the imposing of Penalty Levies and Conduct Transgression Levies (in terms of clause 33) and/or removal of any of the above in the event of non-compliance.

### 15.5 Fire Extinguishers / Fire Hydrants

15.5.1 No owner or occupier of a section shall tamper with or allow to be tampered with, any fire-fighting equipment on the common property, nor shall they park or allow to be parked, any vehicle so as to obstruct access to any fire hydrant on the common property.

15.5.2 No fire extinguisher, firehouse or similar device anywhere in a section or anywhere on the common property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, watering of gardens or any other unauthorized purposes.

15.5.3 The Trustees reserve their rights in terms of the imposing of Penalty Levies and Conduct Transgression Levies (in terms of clause 33) in the event of non-compliance.

### 15.6 Fire Crackers

15.6.1 No owner or occupier of a section shall be allowed to set off any size or make, of fire cracker or any pyrotechnics device under any circumstances or at any time.

### 15.7 Power Tools and Equipment

15.7.1 The owner or occupier of any section shall not cause, or permit to be used anywhere in the building (including his / her section) or on the common property (including exclusive use areas) any hand or power tools, implements, equipment, devices,

utensils or any other things whatsoever which interfere with the radio or television reception, or which create any unreasonable disturbance, to which any other owners or occupiers may reasonably object.

- 15.7.2 No owner or occupier may store or permit to be stored any power tools and equipment and / or similar items, including work benches and work tables, in or on any part of the common property or his / her exclusive use area, including but not limited to the balcony and balcony area of his / her section, and the carport designated to him / her for use.

## **16. MAINTENANCE AND LANDSCAPING**

- 16.1 The owner or occupier of a section shall at all times and at his / her own expense, maintain his / her section and exclusive use area in good, clean, hygienic, tidy and habitable order and condition, and shall be responsible at his / her own expense for:
- 16.1.1 all interior painting, maintenance, remedying of blockage of sewers and sanitary equipment and connections;
  - 16.1.2 remedying of water pipes in his section;
  - 16.1.3 remedying of excessive water overflow of any equipment or installation of his section and exclusive use area.
- 16.2 All owners and occupiers shall be obliged at all reasonable times to grant access to the Trustees, their staff and agents, to their sections or exclusive use area/s and any other part of the common property, for the purpose of performing any necessary maintenance, effecting repairs or performing other such tasks and matters incidental thereto.
- 16.3 All owners and occupiers shall be obliged at all reasonable times to grant access to their sections, exclusive use area/s or other parts of the common property, to the Trustees, their staff and agents, for the purpose of enforcing these rules or when it is reasonably necessary in the best interests of the Body Corporate.
- 16.4 The owners and occupiers of any section shall not interfere with flora, wild or cultivated, growing on common property other than the individually fenced garden areas. All owners and occupiers shall ensure that such areas are not despoiled in any way.
- 16.5 All owners and occupiers shall be obliged at all reasonable times to grant access to the Trustees, their staff and agents, to the fenced garden areas on the common property to inspect the garden areas and remove any plants, shrubs or trees which in the opinion of the Trustees, are not suitable due to either being classified as invasive plant species or harmful to the environment.
- 16.6 No plants, trees or shrubs on the common property may be trimmed without prior written approval from the Trustees. It is recorded that certain of the flora are protected by law and that any owner or occupier interfering with or damaging, or in any other way acting in respect of such flora contrary to the provisions of the law, may be liable for prosecution.
- 16.7 No owner or occupier shall cause to be planted in the gardens on the common property or any part of any exclusive use area, any plants, shrubs, or trees without first obtaining written consent of the Trustees. It is specifically recorded that no owner or occupier shall



plant any creepers or creeping plants, or plants which have a tendency to creep, in their exclusive use area unless he ensures that it does not encroach on his neighbour or the complex's electric fence and/or boundary wall/s, and keeps it cut back at all times.

- 16.8 It is specifically recorded that no owner shall plant any invasive plant species that may cause damage to the environment, human economy or human health.
- 16.9 Dumping of garden refuse, such as grass clippings or leaves onto any neighbouring property or park/green belt, wetland or common property is strictly prohibited.
- 16.10 Building any form of structure, such as stairs or a pathway into and/or on any part of the common property, park/green belt or wetland is strictly prohibited.
- 16.11 Releasing any exotic wild life onto the park/greenbelt, wetland or common property is strictly prohibited.
- 16.12 The installation of wall mounted lights and/or spot lights facing and shining directly into the park/greenbelt, wetland or common property is strictly prohibited.
- 16.13 The owner or occupier is required to notify the Trustees and Security if any repairs / maintenance will be carried out at his / her section so as to avoid any unauthorized entry to the section or complex.

## **17. ERADICATION OF PESTS**

- 17.1 An owner or occupier of a section shall keep his section free from white ants, other wood destroying insects, and other pests and insects and to this end shall permit the Trustees, the Managing Agent and their duly authorized agents or employees to enter his / her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate such pests. The cost of inspection, eradication of any such pests as may be found within the section, shall be borne by the owner of this section involved.

## **18. NOISE AND NUISANCE**

### **18.1 Noise**

- 18.1.1 No owner or occupier of a section shall make or allow to be made, an excessive noise at any time, so as to disturb the other units (excessive shall be at the discretion of the Trustees).
- 18.1.2 No owner or occupier of a section is permitted to run a generator.
- 18.1.3 The owner or occupier of any section shall not play, or cause, or permit to be played, any radio, television set, tape or other recording device, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other owner or occupier, or to any other person.
- 18.1.4 Permission from the Trustees, in writing, is required in advance for any parties or large social gatherings that are to take place at the recreation area. Weekday parties will stop at 22h00 (including a Sunday night) and weekend parties will stop at 24h00. It is the Trustees' discretion as to what constitutes excessive noise during the party and

- after the party. No consumption of alcohol is permitted in the common areas.
- 18.1.5 The Trustees reserve their rights in terms of disconnection of services in the event that the above rule is not adhered to, subject however to the due process provisions contained in clause 30 hereof, having first been complied with. It is recorded however that no essential services (including, but not limited to water, electricity and gas supply) may be disconnected as a result.
- 18.1.6 No hobby or any activity, such as meetings, gatherings, weddings, funerals, etc. of any nature is permitted to which other owners or occupiers might object and which will create nuisance or disturbance (whether through noise or otherwise) to other owners or occupiers, and must comply with all relevant council by-laws.
- 18.1.7 Parking in the event of a social gathering, shall be dependent on demarcated parking bay availability. It would be the responsibility and cost of the resident hosting the social event to provide a security guard to watch the cars parked outside the complex, should there be no more demarcated visitor parking bays available within the complex.
- 18.1.8 In the event of a social gathering, please note that it is not the duty of the authorized agents or contractors' staff to clean up afterwards. It is the responsibility of the resident hosting the social gathering.
- 18.1.9 At the Trustees' discretion, actions will be taken should noise levels and behaviour be considered unacceptable and in contravention of the complex rules.

## 18.2 **After Hours**

- 18.2.1 No owner or occupier of a section shall make or allow to be made any noise after 22h00 (Sunday to Thursday) or 24h00 (Friday to Saturday) and before 07h00 on Mondays to Saturdays and before 09h00 on Sundays.

## 18.3 **Hooters**

- 18.3.1 No owner or occupier of a section shall sound or allow to be sounded any hooter unless in a case of emergency.

## 18.4 **Children**

- 18.4.1 No owner or occupier of a section shall allow any child to make noise in the immediate vicinity of any section. Children are to be requested to keep the noise levels as low as possible.
- 18.4.2 Children may not play in the roads, driveways or at the entrance of the gate or surrounding gate area. Parents will be responsible for the full account of any repairs undertaken when children in any way damage property, whether this is private or the complex common property. Children must be encouraged to not play near or around any parked vehicles so as to prevent any possible damage to private property.
- 18.4.3 Designated play areas have been identified throughout the complex and may change as per the discretion of the Trustees.
- 18.4.4 The comfort of all residents must be respected, and failure to comply with any of the above regulations shall result in a penalty per occurrence.

## 19. **OWNER RESPONSIBLE**

- 19.1 The registered owner of a section shall be responsible for the conduct of all occupants of their section, their family, employees, guests and service providers. The registered owner shall provide occupants with the rules of the scheme and shall ensure compliance with the rules at all times. Should the rules be transgressed, the Body Corporate shall take action against the owner, who shall be responsible for all costs and damages associated with same.

## 20. **STAFF AND EMPLOYEES**

### 20.1 **Employment**

- 20.1.1 The members of staff that are required by the Body Corporate to maintain the premises shall be employed and dismissed by the Trustees only, at their own discretion.
- 20.1.2 No owner or occupier of any section, other than a person/s empowered by the Trustees to do so, shall instruct the staff (gardeners, security, cleaning, etc.) to do any work in the exclusive use area/s and / or common property, or to run errands or to do private work during normal working hours, except in a case of emergency.
- 20.1.3 All members of staff employed by the Body Corporate are employed to perform tasks pertaining to the running and upkeep of the complex; they may under no circumstances be used by any owner or occupier to perform private tasks whilst they are on duty.

### 20.2 **Complaints**

- 20.2.1 An owner or occupier who has a complaint about any member of staff is to report it in writing to the Trustees, and is not to reprimand any member of staff or person in any way.

### 20.3 **Domestic Employees**

- 20.3.1 Any owner or occupier of a section who has a domestic employee is to make sure that the employee knows and understands the conduct rules and adheres to them at all times. The employee is the owner or occupier's responsibility at all times.

## 21. **VISITORS**

- 21.1 Any owner or occupier of a section who receives visitors or guests is to make sure that their visitors comply with these conduct rules at all times. The owner and/or occupier is responsible for the actions of all their visitors at all times.

## 22. **LETTING OF UNITS**

### 22.1 **Notification**

- 22.1.1 Should any owner let their property, they shall advise the Managing Agent in writing, prior to occupation by the occupier, of the name and contact details of the occupier, the period of the lease and provide the Trustees with a copy of the lease agreement.

## 22.2 Rules

- 22.2.1 The owner shall provide the lessee with a hard copy of all conduct rules and other rules as an addendum to the lease agreement. The owner shall ensure that the lease agreement causes to bind the lessee to the said Rules. The registered owner will become liable for any contravention of the conduct rules by the occupier, visitor or employee.

## 22.3 Obligation

- 22.3.1 No letting or parting with occupation shall in any way release the owner from any of their obligations to the Body Corporate, in terms of the rules and / or in terms of the Sectional Titles Act 95 of 1986, or Sectional Titles Schemes Management Act 8 of 2011, as amended.

## 23. BUSINESS OR LEISURE ACTIVITIES

### 23.1 Sales

- 23.1.1 No auction, jumble sale or any other sale shall be held on or in the property without first obtaining written permission from the Trustees.

### 23.2 Advertisements

- 23.2.1 Notwithstanding clause 23.1, units that go on show may for the day of the show house only have the minimum number of pointer boards required to point out the unit on show. The "for sale" sign herein referred to may only be erected at 10h00 and must be removed by 17h00. The sign may be placed on the show day at the entrance of the gate and may not obscure any person's vision or path.

## 24. COMPLAINTS

- 24.1 Should an owner or occupier have a complaint of whatever nature, this should be directed to the Trustees in writing. No verbal complaints will be entertained.

## 25. FACILITIES

### 25.1 Swimming Pool and Pool Area

- 25.1.1 Only proper swimwear may be worn when swimming or training.
- 25.1.2 No pets or animals are permitted in the pool area.
- 25.1.3 No alcoholic beverages or glass containers are allowed in the pool area.
- 25.1.4 The resident who will be responsible for the behaviour of their visitors must accompany residents' visitors using the facility.
- 25.1.5 All persons using the pool area are to keep it in a clean and tidy condition and all refuse must be removed from the area after use.
- 25.1.6 Any Trustee shall have the right in his / her own discretion to demand that anyone

using the pool area in an unacceptable manner shall leave and such persons shall comply therewith immediately.

- 25.1.7 Noise levels must be kept down as there are units in close proximity to the recreation area / pool area. All noise must cease by 22h00 on Sundays to Thursdays and by 24h00 on Fridays and Saturdays. Furthermore, any noise prior to these times must not be so loud as to disturb other residents.
- 25.1.8 The pool area remains accessible to all residents.
- 25.1.9 No children under the age of 12 (twelve) years old are permitted to enter and/or utilize the pool area unless accompanied by a supervising adult.
- 25.1.10 No jumping into the swimming pool is permitted.
- 25.1.11 The Trustees reserve their rights to order the removal of any unattended children making use of the swimming pool area that are not adequately behaving and/or not adhering to an acceptable noise level.
- 25.1.12 The Trustees absolve themselves from any responsibility concerning the use of the pool area.
- 25.1.13 Swimming in the swimming pool is at your own risk.

## 25.2 Board room/s

- 25.2.1 The board room may be used by owners and occupiers only.
- 25.2.2 The board room must be booked 48 hours in advance through the estate manager in writing.
- 25.2.3 No eating is permitted in the board room. Only liquid refreshments are permitted in the form of tea, coffee, water or juice.
- 25.2.4 The board room is only available during office hours from 08h00 to 16h30 weekdays and from 09h00 to 12h00 on Saturdays.

## 25.3 Restaurant

- 25.3.1 No external functions for third parties will be allowed other than for owners, occupiers, or the Developer (including their representatives), without the prior written consent of the Trustees.
- 25.3.2 Operating hours are 07h00 – 00h00, or any period therein. The Restaurant Operator shall be entitled to commence service later or close the Restaurant earlier depending on demand.
- 25.3.3 Alcohol shall be served responsibly and the Restaurant Operator will ensure that alcohol is not served to:
  - 25.3.3.1 under aged patrons (younger than 18 (eighteen) years); and/or
  - 25.3.3.2 patrons who clearly appear to be over the legal alcohol limit;
- 25.3.4 Deliveries of take-aways are permitted however ought to be monitored to ensure that same do not cause a nuisance to the owners and occupiers.
- 25.3.5 All delivery vehicles, which shall be owned by the Restaurant Operator, may only be operated by a person with a valid driver's license and the speed limits are to be adhered to (the execution of the provisions hereof shall in any event be subject to an agreement to be concluded between the parties and with specific reference to the terms which shall be applicable in respect of deliveries in general).
- 25.3.6 The music which may be played in the Restaurant shall in no way cause a nuisance to any owner and/or occupier.
- 25.3.7 No music to be played in the outside area.

- 25.3.8 No live entertainment to be provided in the outside area without the prior written consent of the Trustees.
- 25.3.9 For the sake of clarity, the Restaurant Operator is not responsible for any entertainment arranged by an owner or occupier.
- 25.3.10 The Restaurant Operator should at all times ensure that the operation of the Restaurant is in keeping with the fact that the Restaurant is situated within a private residential complex.

## 25.4 **Gym**

- 25.4.1 The Body Corporate has created these Gym Rules in the interests of everyone's safety, security and overall health. The purpose of this clause is to ensure that all residents benefit equally from the facilities provided and to set out the guidelines for use of the equipment, facilities and services. This will ensure that each visit to the gym will be pleasant for all.
- 25.4.2 All residents, guests and instructors must comply with these rules. If residents, guests or instructors do not comply, the Trustees reserve the right to ask the resident, guest or instructor to leave the gym, and/or suspend gym access for specific periods and/or permanently revoke access to all facilities.
- 25.4.3 General gym use
  - 25.4.3.1 No firearms or other weapons are permitted on the gym premises.
  - 25.4.3.2 No alcohol or drugs are allowed in the gym.
  - 25.4.3.3 No pets (other than guide dogs) are allowed in the gym.
  - 25.4.3.4 Owners and occupiers may not sell and/or market any product or service to other residents whilst in the gym.
  - 25.4.3.5 No photographs or videos may be taken inside the gym. Respect other patrons.
  - 25.4.3.6 Children under the age of 16 (sixteen) years should be supervised by an adult member at all times.
  - 25.4.3.7 Children under the age of 12 (twelve) years may not use the gym equipment, unless supervised by the gym operator's trainers.
  - 25.4.3.8 Only authorized Personal Trainers supplied by the Gym Operator are permitted to provide personal training in the gym. Personal training by another member is prohibited whether it is for payment or not. Subject to the due process provisions contained in clause 30 hereof having first been complied with, if a person is found providing unauthorized personal training, the Gym Operator will investigate, and the member and trainer may be suspended or expelled, depending on the circumstances.
- 25.4.4 Visitors/Guests
  - 25.4.4.1 The Gym Rules apply to guests of owners and occupiers.
  - 25.4.4.2 Owners and occupiers must accompany guests at all times. Owners and occupiers are responsible for the conduct of their guests and must ensure that they follow the Rules.

- 25.4.5 Behavior and dress code
- 25.4.5.1 Owners and occupiers may not enter the gym or use any facility whilst under the influence of alcohol, drugs or performance-enhancing drugs.
- 25.4.5.2 Owners and occupiers may not use foul, loud or abusive language and members may not physically or sexually abuse or harass other members, residents, guests, visitors, tenants or members of staff.
- 25.4.5.3 Owners and occupiers will be fully liable for any damage caused by residents, their dependents and their guests while in the gym.
- 25.4.5.4 Suitable and appropriate gym wear must be worn at all times while exercising in the gym. T-shirts/vests (no bare chests) and footwear must be worn at all times.
- 25.4.5.5 If owners or occupiers are unsure what to wear, please consult with the Gym Operator.
- 25.4.6 Equipment and the training floor
- 25.4.6.1 Please read these rules carefully and observe them to avoid injury.
- 25.4.6.2 Please use the equipment for its intended purpose and follow the instructions provided. Do ask for help if needed.
- 25.4.6.3 Please replace all equipment after use and please use sweat towels at all times.
- 25.4.6.4 Please inspect equipment before use and do not use if it appears damaged and/or inoperable or any component appears to be missing, worn and/or damaged. We need to know, so please report to a staff member.
- 25.4.6.5 When using strength equipment, be sure the weight pin is completely inserted.
- 25.4.6.6 Please do not use dumbbells or any other equipment, other than equipment specifically provided by the manufacturer, to incrementally increase weight resistance on strength equipment. If unsure, please ask for help.
- 25.4.6.7 Ensure that the belt has come to a complete stop before stepping onto a treadmill. Never jump off a treadmill while the belt is still moving.
- 25.4.6.8 Please be gentle. Handle weights and equipment with care and replace after use.
- 25.4.6.9 No food, drinks or bags are allowed on the training floor, with the exception of plastic water bottles and sports drinks.
- 25.4.6.10 Please use a sweat towel at all times and wipe down equipment after use.
- 25.4.7 Studio and floor classes
- 25.4.7.1 Class timetables and instructors may change from time to time without notice. Please check gym notice boards for all the latest details.
- 25.4.7.2 Please arrive a few minutes early for a class as owners or occupiers may not be allowed to join if owners or occupiers are more than five minutes late. If owners or occupiers do arrive a few minutes late, please ensure owners or occupiers are warmed up.
- 25.4.8 Safety
- 25.4.8.1 Please do not tamper with fire doors or any safety devices and fire extinguishers.

- 25.4.8.2 Please follow the health and safety rules of the gym and the notices displayed throughout the gym.
- 25.4.8.3 Please report all injuries/incidents and/or any hazards to a staff member.
- 25.4.9 Other
- 25.4.9.1 Complaints should be addressed to the Estate Manager in writing via email.
- 25.4.9.2 Any incident which occurs must be reported immediately to the estate manager.
- 25.4.9.3 Any warning or suspension must be communicated in writing to the owner or occupier by the estate manager. A signed acknowledgement must be filed thereafter.

## 25.5 Designated Play Areas

- 25.5.1 No pets or animals are permitted in the designated play areas for children.
- 25.5.2 Use of the play areas and equipment therein is used at own risk. The Trustees and Managing Agent absolve themselves from any responsibility concerning harm, injury and/or theft which may occur whilst making use of the play areas.
- 25.5.3 Organised children's parties must be booked through the estate manager at least 2 weeks in advance. The play areas are not exclusively booked and residents may use the facilities at their leisure.
- 25.5.4 No alcoholic beverages or glass containers are permitted within the designated play areas.
- 25.5.5 Any damage caused to the play apparatus, whether incurred by a resident or visitor of a resident, will be for the account of the resident and will be charged to the owner's levy account.
- 25.5.6 Residents' and visitors' children using the play areas are to keep it in a clean condition and all refuse is to be removed from the area after use.
- 25.5.7 Any Trustee shall have the right, in his/her own discretion, to demand that anyone using the play area in what he/she may determine is an unacceptable manner, leave the play area, and such person/s shall comply therewith immediately.
- 25.5.8 General use of the play areas is recommended to be between sunrise and sunset, taking the surrounding neighbours into consideration.
- 25.5.9 Noise levels as indicated in clause 18.1 must be strictly adhered to as there are units in close proximity to the play area.
- 25.5.10 No loud music may be played.

## 25.6 Squash Courts

- 25.6.1 Squash courts are used at own risk and only for the game of squash.
- 25.6.2 The use of the squash courts must be booked through the Gym Operator. Residents should ensure that all residents have an equal opportunity to utilise the courts.
- 25.6.3 Only correct non marking squash shoes are permitted on the courts.

## 25.7 Functions

- 25.7.1 Currently the complex has facilities for functions or gatherings on the common property around the Lifestyle Centre. All functions are limited to a maximum number of



- 10 (ten) people per function in the applicable area/s. No more than 10 (ten) visitor vehicles for any particular function will be allowed access into the complex.
- 25.7.2 Functions with a larger number of people are not allowed without prior written permission from the Trustees. A guest list for the function must be supplied to the Trustees a minimum of 3 (three) business days prior to the function, to enable the monitoring of access into the complex.
- 25.7.3 The times to be adhered to are no later than 22h00 on a Sunday to Thursday and no later than 24h00 on a Friday and Saturday. No functions should start earlier than 09h00 in the morning.
- 25.7.4 It must be noted that the pool area, lounge area and games room is for the use and enjoyment of all residents and their guests, and private functions in such areas cannot restrict access to other residents.
- 25.7.5 The following procedures are to be followed for booking the pool area:
- 25.7.5.1 Owners or occupiers need to approach the Trustees a minimum of 7 (seven) days in advance to make a booking for the function.
- 25.7.5.2 A deposit paid in cash, and as determined from time to time by the Trustees, will be required on the day of booking.
- 25.7.5.3 The deposit will be refunded to the resident only once it is confirmed that no damages have been caused or that no transgressions of the Conduct Rules has occurred. Should the deposit be retained, the funds will be received by the Body Corporate for any future upgrades. However, should any damages exceed the amount retained; the resident will remain liable for all repair and replacement costs.
- 25.7.5.4 The owner or occupier will be responsible for tidying the facility and surrounding pool area of any debris or litter, immediately after their function. Alternative arrangements to clear the relevant areas abovementioned before 08h30 the following morning may be made, and at the discretion of the Trustees.
- 25.7.5.5 The facility remains open to all residents at all times.

## 26. **PRIVATE PARTIES**

- 26.1 Owners and occupiers must inform their direct neighbours of their intention to host a private party in their section which is likely to generate noise, loud music and traffic congestion.
- 26.2 Times are restricted to 22h00 on weekdays being Monday to Thursday, 24h00 on Fridays and Saturdays and 20h00 on Sundays. These time frames apply to public holidays regardless of the day of the week on which the public holiday falls.

## 27. **AESTHETICS**

- 27.1 **Category 1** – major breaches: these may include:
- 27.1.1 Boundary walls, fences and hedges.
- 27.1.2 Exterior paint colours of the section, buildings and walls.
- 27.1.3 Interfering in the park/green belt and common areas of the complex.
- 27.1.4 Paving and driveways.

27.2 **Category 2** – minor breaches: these may include:

- 27.2.1 TV aerials, air conditioners, trunking.
- 27.2.2 Section numbers.
- 27.2.3 Building rubble.
- 27.2.4 Screens.
- 27.2.5 Lack of maintenance.

27.3 **Penalty Levies, Conduct Transgression Levies and Application.**

27.3.1 In all instances where the owner or occupier has breached the guidelines, the owner will be notified in writing and given 30 (thirty) days to remedy the situation. The owner may make representation in writing to request clarification or to dispute the breach. If the breach is not rectified within one month of notification then the appropriate penalty will be added to their levy account and backdated to the date of notification. If the breach cannot be rectified for any reason, the Penalty Levy or Conduct Transgression Levy will be added to their levy account and the owner may make representations in writing to request clarification or dispute the breach within 30 days of receiving their levy statement.

## **28. TRUSTEES' DECISION IS BINDING**

- 28.1 In respect of the interpretation of these rules, and all decisions to enforce these rules, the Trustees' decision shall be binding on owners and occupiers. Any dispute arising out of any interpretation or enforcement of these rules may be referred to the Community Schemes Ombud in terms of the CSOS.
- 28.2 An owner or occupier of a section, who contravenes any conduct rule, shall be liable to Penalty Levies and/or Conduct Transgression Levies (in terms of Clause 33).
- 28.3 If as a result of a breach of any of these conduct rules by any owner or occupier, the Trustees instruct an attorney, the defaulting owner or occupier shall be liable for all costs and charges of whatsoever nature on an attorney client scale incurred by the Trustees as a result thereof.
- 28.4 The Trustees have been elected by the owners to fulfill a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees person or property will result in legal action.

## **29. WRITTEN PERMISSION**

29.1 Written permission by the Trustees shall only be valid if signed by any 2 (two) Trustees.

## **30. BREACH OF THE SCHEME'S RULES OR PROVISIONS OF THE ACT**

- 30.1 If the conduct of an owner or an occupier of a section or his or her visitors in the opinion of the Trustees constitutes:
  - 30.1.1 a nuisance, or

- 30.1.2 a breach of any duty of the owner under section 13 of the Management Act, or  
30.1.3 a breach of any of the duties of owners and occupiers of sections contained in prescribed management rules 3, 30 to 31 (inclusive), or a breach of any of the conduct rules,

the Trustees may furnish the owner or occupier with a written notice which may in the discretion of the Trustees be delivered by hand, email or registered post. In the notice the particular conduct which constitutes a nuisance must be described or the provision which has allegedly been contravened must be clearly indicated, together with the date of the transgression (if applicable), and the recipient must be warned that if he or she persists in such conduct or contravention, a Penalty Levy or Conduct Transgression Levy will be imposed on the owner of the section.

- 30.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular rule or section of the Management Act, the Trustees may convene a meeting of Trustees to discuss the matter.
- 30.3 A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner or occupier at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as he or she is permitted by the Chairperson, he or she may not participate in the conduct of the meeting.
- 30.4 After the owner or occupier has been given the opportunity to present his or her case, and if 75% (seventy five percent) of the Trustees present at the meeting agree that a provision of the scheme rules or the Management Act has been breached, the Trustees may by majority decision impose on the offender a Penalty Levy and/or Conduct Transgression Levy in accordance with the Schedule of Penalty Levies and Conduct Transgression Levies as set out in Annexure D. The monetary amount of the Penalty Levies and Conduct Transgression Levies in terms of this rule shall, at the request of any owner, be reviewed at any annual general meeting and may be amended by majority vote.
- 30.5 A Trustee shall not be entitled to participate at the meeting referred to in the above clause in that capacity if she or he or any person who occupies the section which she or he owns or represents is the alleged offender.
- 30.6 Any Penalty Levies and Conduct Transgression Levies imposed in terms of this clause may, if it is not paid by the offender within 14 (fourteen) days after the offender has been notified of the imposition of the Penalty Levies and Conduct Transgression Levies, be added to the levies which an owner is obliged to pay in terms of section 3(1) of the Management Act and claimed by the Trustees as part of the monthly installments payable by the owner.

## **31. LOAN FACILITY**

- 31.1 The trustees are authorised to borrow funds against the security of levy debtors, to ensure

the timeous payment by the Body Corporate of all invoices received from municipalities, local authorities and other service providers. Such a loan facility shall never exceed in value the total amount owed by levy debtors at any point in time. Should the trustees deem it necessary to loan any amount in excess of the levy debtors, whether in the form of a term loan or overdraft facility, same must be approved by a special resolution of owners, which resolution shall clearly state the maximum amount which may be loaned, as well as the time frame over which the loan shall be repaid.

## **32. INDEMNITY**

- 32.1 The owner or occupier of a section, their family, employees, guests and service providers shall indemnify, defend and hold harmless the Trustees of the Body Corporate, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description; including any reasonable attorneys' fees and / or litigation expenses caused by, arising out of, or contributed to in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Board of Trustees, their employees, agents, representatives, or sub-contractors' employees, agents or representatives in connection with or incidental to the performance of their duties. The duly elected Trustees of this Body Corporate shall under no circumstances be held personally liable whilst performing their duties as Trustees unless found to be grossly negligent.

## **33. SCHEDULE OF PENALTY LEVIES AND CONDUCT TRANSGRESSION LEVIES**

- 33.1 The Schedule of Penalty Levies and Conduct Transgression Levies is attached hereto marked "D" and may be updated from time to time by the Trustees when deemed necessary.