

CONDUCT RULES

Prescribed rule 1 in terms of Section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) is deleted and replaced with the following rule:

1 Keeping of animals, reptiles and birds

- 1.1 The owner or occupier of a Section must not keep an animal, reptile or bird in a Section or on the common property.
- 1.2 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog may keep that animal in a Section and to accompany it on the common property; provided the owner or occupier notifies the Trustees in writing prior to keeping that animal.
- 1.3 The Trustees may provide for any reasonable condition in regard to the keeping of an animal in terms of clause 1.2.

Prescribed in terms of Section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

2 Refuse and waste disposal

- 2.1 The owner or occupier of a Section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 2.2 Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a Section must keep a receptacle for refuse of a type specified by the Trustees in a clean and dry condition and adequately covered in the Section, or on a part of the common property designated by the Trustees for the purpose.
- 2.3 The owner or occupier of a Section must-
 - (1) move the refuse receptacle referred to in sub-rule 2.2 to places designated by the Trustees for collection purposes at the times designated by the Trustees and promptly retrieve it from these places; and
 - (2) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other Sections.

3 Vehicles

- 3.1 The owner or occupier of a Section must not, except in a case of emergency, without the written consent of the Trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that Section or a parking bay allocated for visitors' parking.
- 3.2 A consent under sub-rule 3.1 must state the period for which it is given.

4 Damage to common property

- 4.1 The owner or occupier of a Section must not, without the Trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 4.2 An owner or occupier of a Section must be considered to have the Trustees' consent to install a locking or safety device to protect the Section against intruders, or a screen to prevent entry of animals or

insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the Trustees.

- 4.3 The owner or occupier of a Section must keep a device installed under sub-rule 4.2 in good order and repair.

5 Appearance of Section and exclusive use area

- 5.1 The 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.
- 5.2 The owner or occupier of a Section must not, without the Trustees' written consent-
- (1) erect washing lines on the common property;
 - (2) hang washing, laundry or other items in a Section or any exclusive use area allocated to it if the articles are visible from another Section or the common property, or from outside the scheme; or
 - (3) display a sign, notice, billboard or advertisement if the article is visible from another Section or the common property, or from outside the scheme.

6 Storage of flammable materials

- 6.1 Subject to sub-rule 6.2, the owner or occupier of a Section must not, without the Trustees' written consent, store a flammable substance in a Section or on the common property unless the substance is used or intended for use for domestic purposes.
- 6.2 This rule does not apply to the storage of fuel or gas in-
- (1) the fuel tank of a vehicle, boat, generator or engine; or
 - (2) a fuel tank or gas cylinder kept for domestic purposes.

7 Behaviour of occupiers and visitors in Sections and on common property

- 7.1 The owner or occupier of a Section must not create noise likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the common property.
- 7.2 The owner or occupier of a Section must not obstruct the lawful use of the common property by any other person.
- 7.3 The owner or occupier of a Section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the common property.
- 7.4 The owner or occupier of a Section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

8 Eradication of pests

- 8.1 The owner of a Section must keep the Section free of wood-destroying insects, including white ants and borer beetles.
- 8.2 The owner or occupier of a Section must allow the Trustees, the managing agent, or their duly authorised representatives to enter the Section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- 8.3 The body corporate must recover the costs of the inspection and replacement referred to in sub-rule 8.2 from the owner of the Section.

Additions to the Conduct Rules imposed in accordance with Section 10 (2)(b) of the Sectional Titles Schemes Management Act, 2011

THE FOLLOWING RULES ARE ADDED TO THE PRESCRIBED CONDUCT RULES:-

9 Alterations and renovations to a unit

- 9.1 An owner or occupier shall comply with these rules and regulations in relation to alterations or renovations which shall comply with any design guidelines imposed by the Trustees.
- 9.2 "Alterations" shall mean any work involving structural alterations or additions to a unit and shall include any alterations or modifications which affect the exterior appearance of a unit.
- 9.3 "Renovations" shall mean any internal redecoration or refurbishment of a unit.
- 9.4 The Trustees may determine whether the proposed work shall constitute alterations or renovations.
- 9.5 An owner or occupier shall obtain the prior written approval for alterations or renovations from the Trustees and, when making application for approval must submit the following documents to the Trustees:
 - (1) application with a sketch plan of the proposed alterations;
 - (2) building plans approved by the local authority, or evidence to the satisfaction of the Trustees that council approval is not required;
- 9.6 The Trustees may at the cost of the owner or occupier obtain advice from an architect (or other professional person) in respect of the proposal made by the owner.
- 9.7 An owner or occupier may not proceed with an alteration or renovation prior to having obtained written approval by the Trustees and the payment of a deposit of such an amount as may be determined by the Trustees from time to time.
- 9.8 An owner or occupier shall be liable for the payment of all costs of repairing or restoring any damage caused to the common property as a result of the carrying out of any alterations or renovations.
- 9.9 An owner or occupier shall instruct the appointed Contractor to remove all rubble and material from the common property at the end of each business day, failing which the Trustees shall be entitled to do so at the owner's expense.
- 9.10 No alterations or renovations shall be carried out outside normal business hours of 07h30 to 17h30 from Mondays to Fridays.

10 Balconies and gardens

- 10.1 The owners upon whom the rights of exclusive use and enjoyment in respect of balconies and/or terraces and/or gardens have been conferred shall not be entitled to erect awnings, pergolas or other structures without the prior written consent of the Trustees of the body corporate after having satisfied themselves that the relevant provisions of the design guidelines which may be imposed by the Trustees have been complied with nor shall they be entitled to enclose such balconies, terraces or gardens without having complied with the provisions of the Act.

11 Parking bays and garages, motor vehicles, use of driveways and parking areas

- 11.1 An owner or occupier shall not wash a motor vehicle or any other vehicle in parking bays or garages which are not identified and demarcated as a "washing bay" by the Trustees.
- 11.2 An owner or occupier shall:
 - (1) observe road signs on the common property;
 - (2) not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Trustees of the body corporate not to be in the interest of safety;
 - (3) not allow any unlicensed person to drive any vehicle within the common property;
 - (4) not sound hooters within the common property other than in the case of an emergency;
 - (5) not wash their vehicles in parking bay/s or on any part of the common property;
 - (6) not attend to repairing of vehicles or mechanical work relating to their vehicles in parking bay/s or on any part of the common property; and
 - (7) ensure that his or her visitors and guests also comply with the above rules.

- 11.3 Vehicles that appear not to be roadworthy may not be parked on the common property other than for such short periods as may be approved by the Trustees, and with their prior written consent.
- 11.4 The Trustees may clamp any vehicle parked, standing or abandoned on the common property in contravention of these rules and require the owner thereof to pay a fine to the body corporate and to take the relevant corrective action before removing such clamp.
- 11.5 Vehicles are parked at the owners or occupiers own risk and the body corporate shall not be responsible for any loss or damage which an owner or occupier may suffer.
- 11.6 An owner or occupier may not without the written consent of the Trustees which consent may not be unreasonably withheld, let or sub-let the parking bay to other owners or occupiers within the scheme or in any other manner dispose of such parking bay or his rights therein.

12 Security

- 12.1 Access to and egress from the development shall be controlled and monitored through access controlled security systems which may include remote controls, an intercom system and biometric controls.
- 12.2 The Trustees may from time to time make rules in regard to the access control security systems including the management and use thereof and the recovery of costs of the systems from the owners.
- 12.3 For the purpose of biometric controls, owners and occupiers hereby give consent to the owners and occupiers information being stored by the body corporate (or the service provider appointed by the body corporate and/or Trustees), provided that the body corporate (or the service provider appointed by the body corporate and/or Trustees) must comply with the relevant legislation regarding the protection of personal information.

13 No braais on balconies

Owners or occupiers of units may not use a braai on the balcony, including wood fire and/or gas braais.

14 Satellite TV

- 14.1 An owner or occupier shall be allowed to install the required decoder equipment in their section to connect to the selected service provider via the service provider of the Developer, the subscription costs of which shall be for the account of the owner/occupier.
- 14.2 An owner or occupier may not install any satellite dish/antennae/radio antennae anywhere in the building, whether in the section or on the common property, without the prior written consent of the Trustees.

15 Window cleaning

An owner or occupier shall be obliged to clean their own windows where these can be reached without the use of a ladder.

16 Curtains and blinds

An owner or occupier may only hang curtains or blinds with white, off-white or grey lining behind the curtain, or white, off-white or grey venetian blinds.

17 Common property

An owner or occupier may not remove any shrub, tree or plant from the common property without the prior written approval of the Trustees.

18 Communal Amenities

- 18.1 A community centre, crèche, braai area/s, laundry, aftercare facility, indoor and outdoor gym/s, vegetable garden/s, pump track, jogging track, kids' playground/s, skateboard area, and basketball hoop/s ("the Amenities") are situated on the common property and are for the use of owners and occupiers of Sections.
- 18.2 The Developer of the scheme is entitled to lease any of the Amenities to a service operator which Amenities will be handed over to the body corporate by the time that the last unit in the scheme is transferred by the Developer.
- 18.3 Use by guests of an owner or occupier of the Amenities is subject to the owner or occupier accompanying them at all times. Owners and/or occupiers shall be responsible for the behaviour of their children, visitors or guests and shall ensure that their number and their behaviour does not prejudice the comfort, enjoyment or convenience of other owners and/or occupiers wishing to make use of the Amenities.
- 18.4 Rowdy and boisterous behaviour and excessive noise shall not be permitted and quiet shall be observed between 22h00 and 08h00. The Trustees shall be entitled to prohibit any owner and/or occupier and/or their children, visitors or guests from the use of the Amenities in the event of a breach of these rules and/or any rules and/or other regulations made by the Trustees in terms of paragraph 18.7 below.
- 18.5 All owners and/or occupiers using the Amenities shall ensure that the Amenities are left in a clean and neat condition after their use thereof and shall be liable for the replacement of any furniture or equipment damaged or lost during such usage.
- 18.6 The use of the Amenities shall be entirely at own risk, and neither the body corporate nor the Trustees accept any responsibility of whatsoever nature in respect of any harm, loss and/or damage sustained by any person in the course of, incidental to or in connection with using the Amenities, and each owner and occupier hereby indemnifies and holds harmless the body corporate, the Trustees and the managing agents against any claims of the owner or occupier or any of their respective family members, visitors and/or guests against the body corporate and/or the Trustees and/or the managing agents in respect of any harm, loss and/or damage sustained in the course of, incidental to or in connection with using the Amenities.
- 18.7 The Trustees may from time to time make rules and other regulations in regard to the use of the Amenities including (but not limited to) the access and times of access to the Amenities.
- 18.8 The use of the Amenities will be at no additional cost, save for the use of the crèche, aftercare, indoor gym, vegetable garden/s and the coin operated laundry machines and/or professional laundry services in the laundry.
- 18.9 The Trustees shall be entitled, in their sole discretion:
 - (1) to enter into agreements with third parties in regard to the management and operation of any of the Amenities;
 - (2) to lease out any of the Amenities for the benefit of owners.
- 18.10 An owner or occupier may hire the community centre for exclusive use on application to the Trustees and for any fee and on such conditions as determined by the Trustees from time to time.

19 Noise

An owner or occupier shall not make any noise between the following times:-

- 19.1 Sunday to Thursday nights: 22h00 to 06h00; and
- 19.2 Friday to Saturday nights: 23h00 to 07h00.

20 Drilling

- 20.1 An owner or occupier may not drill into any concrete slab of any section or any other part of the building and/or common property due to the pre-determined reinforcement of such concrete slabs without a structural engineers report obtained at the owners cost confirming that the drilling interferes with the structural reinforcement.

21 Behaviour of owners, occupiers and guests

- 21.1 All owners and occupiers shall ensure that the use of the section and of the common property and its facilities is at all times conducted in such a manner as not to:
 - 21.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other owner or occupier, particularly in the form of loud music, radio or TV or irritable audible noisome sound.
 - 21.1.2 detrimentally affect the rights and interests of other owners or occupiers.
- 21.2 An owner or occupier shall be responsible for the behaviour of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within 14 days of notice by the Trustees, to the satisfaction of the Trustees.

22 Tenants

- 22.1 Notwithstanding anything to the contrary contained in any lease agreement, the owner of a unit shall, as far as the Trustees is concerned, be liable for:
 - 22.1.1 all electricity and water charges in respect of a Unit;
 - 22.1.2 all fines imposed by the Trustees in terms of these rules on the owner and occupier of a unit;
- 22.2 An administrative fee, as determined by the Trustees from time to time, shall be charged to the Owner of a Unit by the Trustees or the managing agent for:-
 - 22.2.1 separate or additional statements to be sent to an Occupier/Tenant or other party in respect of any charges imposed by the Trustees; and/or
 - 22.2.2 statements for income tax purposes.
- 22.3 Within 24 hours of entering into a lease agreement in respect of a Unit, the Owner shall notify the Trustees and/or the Managing Agents of the Body Corporate of:
 - 22.2.1 the full names, address and telephone number of the Tenant and other Occupiers of the unit, together with a copy of the Tenant's and other Occupiers' ID or passport;
 - 22.2.2 the duration of the lease or short term let;
 - 22.2.3 the number of persons who will occupy the unit.
- 22.4 A complete copy of the Conduct Rules must accompany the agreement of lease and/or tenancy. A right of recourse against the Owner is reserved in the event of the Tenant and/or Occupier fails and/or refuses to comply with the rules. An Owner shall remain responsible for the conduct of his Tenant and/or Occupier and penalties imposed on them in terms of the Conduct Rules, may be recovered from the Owner, if not paid accordingly.

23 General

- 23.1 The Board of Trustees or its agents shall not be liable for:-
- 23.1.1 any injury or loss or damage of any description which any owner or occupier of a section/erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual section by reason of any defect in the communal area, its Amenities or for any act done or for any neglect on the part of the Trustees of any of the Trustees employees, servants, agents or contractors; or
 - 23.1.2 for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 23.2 An owner or occupier shall not use or permit his section to be used for any purpose which is injurious to the reputation of the scheme.
- 23.3 All complaints, violation of these rules, or any other cause of concern must be in written form addressed to the Trustees or the Managing Agent of the Body Corporate.