



# Body Corporate Conduct Rules

Updated 14 February 2023

## INTERPRETATION OF TERMS

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

- a) "Act" means the Sectional Titles Act 95 of 1986, as amended from time to time, and any regulations made and in force thereunder;
- b) the " Body Corporate" means the Body Corporate as determined in sections 3 to 9 of the Management Act;
- c) "Common Property" means the common property as shown on the Sectional Title Plan;
- d) "Complex" means the buildings known as **DRAKENZICHT BODY CORPORATE** as well as the common property;
- e) "Developer" means Legaro Property Development (Proprietary) Limited with Registration Number 2017/084528/07, or its successors-in-title or assigns;
- f) "Development" means Drakenzicht sectional title scheme and any phase/s thereof to be established on Portion 8 of the Farm Ronwe Nr. 851, situated at Drakenstein Municipality, Division Paarl, Province of the Western Cape;
- g) "Development Period" means that period from the date on which the sectional title register in the development is opened until the date that the Developer has exhausted all of its development rights and transferred the last Unit owned by it in the Development, or the date that the Developer notifies the Body Corporate in writing that it has ceased to develop the land, whichever is the later;
- h) "Development Rights" means the rights granted to the Developer at any time during the Development Period by the Local Authority or any other authority, to develop any part of the land;
- i) "Land" means the land comprising the Development;
- j) "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;
- k) "Managing Agent" means the managing agent as appointed by the Trustees from time to time to administer the affairs of the Body Corporate;
- l) "Occupier" or "Resident" means the person occupying any section;
- m) "Owners" mean the registered Owners of the Units, who are responsible for their families, tenants, residents, etc., that may be in the complex;
- n) "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;
- o) "Section" means a section shown as such on the sectional plan;
- p) "Trustees" mean the Trustees appointed in terms of the Management Act or the regulations thereto (as the case may be);
- q) "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;
- r) 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;

- s) words and expressions, to which a meaning has been assigned in the Act and the Management Act, shall bear the same meaning assigned to them herein;
- t) 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.

## **DRAKENZICHT 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 penalized 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. FINANCES / LEVIES**

- 2.1 All levies owing to the Body Corporate are payable monthly in advance by not later than the first day of each and every month.
- 2.2 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.
- 2.3 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.
- 2.4 Owners who appeal against imposed Penalty Levies and/or Conduct Transgression Levies shall do so in writing to the Trustees.
- 2.5 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.

### 3. **SECURITY**

#### 3.1 Access control for Owners and Occupiers:

3.1.1 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.

#### 3.2 Access control for employees employed by Owners and Occupiers:

3.2.1 All Owners and Occupiers are required to register their employed staff with security and confirm the days and times of access permitted.

3.2.2 Employed staff must be in possession of a valid South African Identity book or a Valid International Passport with the respective valid work permits.

3.2.3 All Owners and Occupiers shall register all employees with the complex's security service provider, which registration shall be accompanied by copies of the identity documents and/or international passports of the employees and agree to pay the applicable fees to the relevant security company for the registration of such employees.

3.2.4 Owners and Occupiers may not use their own access profile 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.

3.2.5 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/security gate, using the Biometrics system.

#### 3.3 Access control for family members, guests and service providers:

3.3.1 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.

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

3.3.3 Owners and Occupiers may not use their own access profile 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.

3.3.4 Owners and Occupiers will be notified of all transgressions in writing.

#### 3.4 Access control for building contractors:

3.4.1 Building contractors must first register with the complex 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.

- 3.4.2 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.
  - 3.4.3 Owners and Occupiers may not use their own access profile 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.
  - 3.4.4 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.
- 3.5 Access control for contracted service providers:
- 3.5.1 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.
  - 3.5.2 Access hours will be at the sole discretion of the complex manager who will grant such access based on the required service delivery.
  - 3.5.3 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.
  - 3.5.4 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 turnstiles/security gate.
  - 3.5.5 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.
- 3.6 Access control for emergency services:
- 3.6.1 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.
- 3.7 Access control for the local municipality, the Sheriff of the Court and the Post Office:
- 3.7.1 Access will be provided to employees from the local municipality, the Sheriff of the Court and the Post Office after security has first confirmed and notified the complex manager and verified their identity and job card statuses. Access will be done in accordance with the approved signed off Security SOP.
- 3.8 Access control for visitors make use of the school only:
- 3.8.1 Visitors making use of the school only, will have to be registered onto the Body Corporate's access control system. Access may be provided through the approved visitor management system installed for access control, solely for the purpose to gain access to the school.
  - 3.8.2 School visitors must at all times ensure that the complex's correct access control procedures are strictly followed as protocol.

3.8.3 The school will be notified of all transgressions in writing.

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

3.10 Insofar as reasonably possible visitors must at all times be accompanied by an Owner or an Occupier.

#### 4. **ANIMALS. REPTILES & BIRDS**

##### 4.1 **Written Permission**

4.1.1 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 municipal by-laws boundaries.

##### 4.2 **Conditions**

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

4.2.1.1 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.

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

4.2.1.3 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.

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

4.2.1.5 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.

4.2.1.6 Pet Owners are expected to ensure their pet dogs and cats are chipped and/or tagged displaying the Owner's contact information and Unit number. This will be at the Owner's cost.

4.2.1.7 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.

4.2.1.8 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.

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

4.2.1.10 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.

4.2.2 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.

4.2.3 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.

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

4.3.1 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 4.1 above. The Trustees reserve their rights in terms of the imposing of Penalty Levies and/or Conduct Transgression Levies (in terms of clause 32) and/or ordering the removal of Pets in the event of non-compliance of the above conditions.

#### **4.4 Liability**

4.4.1 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.

#### **4.5 Trustees Decision Binding**

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

4.5.2 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").

### **5. REFUSE DISPOSAL**

5.1 An Owner or Occupier of a section shall:

5.1.1 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.

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

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

5.1.4 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.

- 5.1.5 Not place any large cardboard, polystyrene or builder's rubble into the receptacle, but dispose of this in his/her personal capacity.
- 5.1.6 Refuse may not be dumped on the roads or elsewhere in the complex.
- 5.1.7 The burning of refuse is not permitted.

## 6. **VEHICLES**

### 6.1 **Parking**

- 6.1.1 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.
- 6.1.2 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 penalty 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.
- 6.1.3 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.

### 6.2 **Tow-away**

- 6.2.1 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.

### 6.3 **Leaks**

- 6.3.1 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.

### 6.4 **Repairs**

- 6.4.1 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 any water restrictions which may be imposed by any local authority.



## 6.5 License

6.5.1 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.

## 6.6 Speed

6.6.1 All Owners or Occupiers must drive their vehicles at a reasonable speed, which reasonableness shall be determined by the trustees from time to time, to ensure the safety of all other Owners, Occupiers and visitors.

## 6.7 Dangerous Driving

6.7.1 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.

## 6.8 Obstruction

6.8.1 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.

6.8.2 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.

## 6.9 Other modes of transport

6.9.1 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.

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

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

6.9.4 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.

6.9.5 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.

6.9.6 The Trustees reserve their rights in terms of the imposing of Penalty Levies and/or Conduct Transgression Levies (in terms of clause 32) and/or removal of any of the above mentioned unauthorized modes of transport.

## 6.10 Motor Vehicle Accidents

6.10.1 The Trustees are not responsible for any motor vehicle accidents or any incident relating to the use of a motor vehicle as defined in the Road Traffic Act which may occur within the complex.

## 6.11 Use of vehicles

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

6.11.2 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.

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

## 6.12 Intersections

6.12.1 All intersections are to be treated as stop streets.

## 6.13 Penalty Levies and Conduct Transgression Levies and Application

6.13.1 In the event of a contravention or continued contravention of the Conduct Rules and Regulations, the guilty party shall be liable for Penalty Levies and/or Conduct Transgression Levies in accordance with the Schedule of Penalty Levies and Conduct Transgression Levies.

6.13.2 These Penalty Levies and Conduct Transgression Levies are to be added to the Owner's levy account.

## 7. PATHWAYS

7.1 No motor vehicles are permitted on any pathways.

7.2 Pedestrians have right of way.

## 8. DAMAGE. ALTERATIONS. ADDITIONS TO THE COMMON PROPERTY

### 8.1 Damage

8.1.1 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.

### 8.2 Security Gates / Bars / Canopies / Devices

8.2.1 Notwithstanding rule 8.1, an Owner or person authorized by him / her, may install at the cost of the Owner, after handover of the section:

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

8.2.1.2 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.

- 8.2.2 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.
- 8.2.3 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.
- 8.2.4 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:
  - 8.2.4.1 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 "A" to the Conduct Rules for the specification).
  - 8.2.4.2 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 annexure "A" to the Conduct Rules for the specification).
  - 8.2.4.3 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 "A" to the Conduct Rules for the specification).
  - 8.2.4.4 Canopies may be installed on the patios of 3 (three) bedroom units only and are to match the design and specifications as set out in Annexure "A" to the Conduct Rules.

## **9. APPEARANCE FROM THE OUTSIDE**

### **9.1 Appearance**

- 9.1.1 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.

### **9.2 Fences**

- 9.2.1 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 without the written consent of the Trustees first having been obtained.

### 9.3 Lighting

9.3.1 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.

### 9.4 Structure Erection

9.4.1 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.

### 9.5 Antennas, Satellite Dishes, Solar Water Heating, Invertors and Air Conditioners

9.5.1 Owners and/or Occupiers may not install aerials, satellite dishes, solar water heating, invertors, air conditioners or other antennas:

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

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

9.5.2 Owners and/or Occupiers who receives consent and / or approval from the Body Corporate, as set out in 9.5.1, will make use of an accredited registered electrician and/or plumber for any work to be done.

### 9.6 Storage

9.6.1 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.

9.6.2 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.

9.6.3 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.

## 10. SIGNS AND NOTICES

10.1 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.

## 11. LITTERING

11.1 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.

11.2 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.

## 12. **LAUNDRY**

12.1 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.

12.2 The trustees reserve their rights in terms of ordering the removal of items mentioned above.

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

### 13.1 **Storage**

13.1.1 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.

### 13.2 **Firearms**

13.2.1 The Owner and/or Occupier shall comply with the Fire Arms Ammunition Act.

### 13.3 **Electricity Supply**

13.3.1 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.

### 13.4 **Fires and Braais**

13.4.1 No Owner or Occupier of a section shall allow any form of fire inside his unit or on the common property, unless in the designated wood burning fireplace found within the section. Braais are allowed, in the Owner's or Occupier's designated braai area. Gas braais with an apparatus expressly designed for this purpose are allowed, either in the Owner's or Occupier's garden or his/her patio.

13.4.2 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.

13.4.3 The Owners or Occupiers of any section shall not allow any gas 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.

13.4.4 The Trustees reserve their rights in terms of the imposing of Penalty Levies and Conduct Transgression Levies (in terms of clause 32) and/or removal of any of the above in the event of non-compliance.

### **13.5 Fire Extinguishers / Fire Hydrants**

- 13.5.1 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.
- 13.5.2 No fire extinguisher, firehose 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.
- 13.5.3 The Trustees reserve their rights in terms of the imposing of Penalty Levies and Conduct Transgression Levies (in terms of clause 32) in the event of non-compliance.

### **13.6 Fire Crackers**

- 13.6.1 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.

### **13.7 Power Tools and Equipment**

- 13.7.1 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 sound or noise, smells or fumes to which any other Owners or Occupiers may reasonably object.
- 13.7.2 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.

## **14. MAINTENANCE, LANDSCAPING AND GARDENS**

- 14.1 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:
- 14.1.1 all interior painting, maintenance, remedying of blockage of sewers and sanitary equipment and connections;
- 14.1.2 remedying of water pipes in his section; and
- 14.1.3 remedying of excessive water overflow of any equipment or installation of his section and exclusive use area.
- 14.2 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.

- 14.3 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.
- 14.4 Where applicable, Owners and Occupiers shall be responsible, at their own expense, for the maintenance and upkeep of their own garden areas. Garden areas shall at all times be maintained in a clean, tidy and habitable order and condition.
- 14.5 No Owner or Occupier shall cause to be planted in his garden area any large 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 his garden areas 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.
- 14.6 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.
- 14.7 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 either unsuitable, classified as invasive plant species or harmful to the environment.
- 14.8 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.
- 14.9 No Owner or Occupier shall cause to be planted in the gardens on the common property any plants, shrubs, or trees without first obtaining written consent of the Trustees.
- 14.10 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.
- 14.11 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.
- 14.12 Releasing any exotic wild life onto the park/greenbelt, wetland or common property is strictly prohibited.
- 14.13 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.
- 14.14 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.

## **15. ERADICATION OF PESTS**

- 15.1 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.

## **16. NOISE AND NUISANCE**

### **16.1 Noise**

16.1.1 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).

16.1.2 No Owner or Occupier of a section is permitted to run a generator.

16.1.3 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.

16.1.4 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.

16.1.5 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.

16.1.6 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.

16.1.7 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.

16.1.8 At the Trustees' discretion, actions will be taken should noise levels and behaviour be considered unacceptable and in contravention of the complex rules.

### **16.2 After Hours**

16.2.1 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.

### **16.3 Hooters**

16.3.1 No Owner or Occupier of a section shall sound or allow to be sounded any hooter unless in a case of emergency.

### **16.4 Children**



16.4.1 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.

16.4.2 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.

16.4.3 Designated play areas have been identified throughout the complex and may change as per the discretion of the Trustees.

16.4.4 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.

## **17. OWNER RESPONSIBLE**

17.1 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.

## **18. STAFF AND EMPLOYEES**

### **18.1 Employment**

18.1.1 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.

18.1.2 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.

18.1.3 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.

18.1.4 All members of staff employed by the Body Corporate must provide proof that they are South African citizens or present proof of a valid work permit and passport if they are foreign nationals.

### **18.2 Complaints**

18.2.1 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.

### **18.3 Domestic Employees**

18.3.1 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.

18.3.2 Any Owner or Occupier of a section must obtain proof that their domestic employee is a South African citizens or obtain proof of a valid work permit and passport in the event that the domestic employee is a foreign national.

## 19. **VISITORS**

19.1 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.

## 20. **LETTING OF UNITS**

### 20.1 **Notification**

20.1.1 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 and the period of the lease and provide the Trustees with a copy of the lease agreement.

### 20.2 **Rules**

20.2.1 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 Conduct Rules. The registered Owner will become liable for any contravention of the conduct rules by the Occupier, visitor or employee.

### 20.3 **Obligation**

20.3.1 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.

### 20.4 **Short term letting**

20.4.1 For the purposes of this clause, short-term letting shall be defined as the letting of any Unit by any Owner (or his agent), for a period of one day or more, but to the maximum of 3 (three) months.

20.4.2 No letting, for a period of less than 3 (three) months shall be allowed whatsoever.

## 21. **BUSINESS OR LEISURE ACTIVITIES**

### 21.1 **Sales**

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

### 21.2 **Advertisements**

21.2.1 Notwithstanding clause 21.1, 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.

## **22. COMPLAINTS**

22.1 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.

## **23. FACILITIES**

### **23.1 Swimming Pool and Pool Area**

23.1.1 Only proper swimwear may be worn when swimming or training.

23.1.2 No pets or animals are permitted in the pool area.

23.1.3 No alcoholic beverages or glass containers are allowed in the pool area.

23.1.4 The resident who will be responsible for the behaviour of their visitors must accompany residents' visitors using the facility.

23.1.5 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.

23.1.6 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.

23.1.7 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.

23.1.8 The pool area remains accessible to all residents.

23.1.9 No children under the age of 16 (sixteen) years old are permitted to enter and/or utilize the pool area unless accompanied by a supervising adult.

23.1.10 No jumping into the swimming pool is permitted.

23.1.11 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.

23.1.12 The Trustees absolve themselves from any responsibility concerning the use of the pool area.

23.1.13 Swimming in the swimming pool is at your own risk.

23.1.14 The proposed splash park for kids will be subject to the rules, terms and conditions as the trustees may impose at the time

### **23.2 Meeting room/s**

23.2.1 The meeting room/s may be used by Owners and Occupiers only.

23.2.2 The meeting room/s must be booked 48 (forty eight) hours in advance through the Concierge in writing.

### **23.3 Restaurant/Cafe**

23.3.1 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.

23.3.2 Operating hours are 07h00 – 00h00, or any period therein. The Operator shall be entitled to commence service later or close the Restaurant/Cafe earlier depending on demand.

23.3.3 Alcohol shall be served responsibly and the Operator will ensure that alcohol is not served to:

23.3.3.1 under aged patrons (younger than 18 (eighteen) years); and/or

23.3.3.2 patrons who clearly appear to be over the legal alcohol limit;

23.3.4 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.

23.3.5 All delivery vehicles, which shall be owned by the 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).

23.3.6 The music which may be played in the Restaurant/Cafe shall in no way cause a nuisance to any Owner and/or Occupier.

23.3.7 No music to be played in the outside area.

23.3.8 No live entertainment to be provided in the outside area without the prior written consent of the Trustees.

23.3.9 For the sake of clarity, the Operator is not responsible for any entertainment arranged by an Owner or Occupier.

23.3.10 The Operator should at all times ensure that the operation of the Restaurant/Cafe is in keeping with the fact that the Restaurant/Cafe is situated within a private residential complex.

### **23.4 Gym**

23.4.1 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.

23.4.2 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.

23.4.3 All residents and guests will be required to complete and sign an indemnity form prior to entering and/or making use of the facilities.

#### **23.4.4 General gym use**

23.4.4.1 No firearms or other weapons are permitted on the gym premises.

23.4.4.2 No alcohol or drugs are allowed in the gym.

23.4.4.3 No pets (other than guide dogs) are allowed in the gym.

23.4.4.4 Owners and Occupiers may not sell and/or market any product or service to other residents whilst in the gym.

23.4.4.5 No photographs or videos may be taken inside the gym. Respect other patrons.

23.4.4.6 Children under the age of 16 (sixteen) years should be supervised by an adult member at all times.

23.4.4.7 Children under the age of 12 (twelve) years may not use the gym equipment, unless supervised by the gym operator's trainers.

23.4.4.8 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. If a person is found providing unauthorized personal training, the Gym Operator will investigate, and the member and trainer may be suspended or expelled.

#### **23.4.5 Visitors/Guests**

23.4.5.1 The Gym Rules apply to guests of Owners and Occupiers.

23.4.5.2 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.

#### **23.4.6 Behaviour and dress code**

23.4.6.1 Owners and Occupiers may not enter the gym or use any facility whilst under the influence of alcohol, drugs or performance-enhancing drugs.

23.4.6.2 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.

23.4.6.3 Owners and Occupiers will be fully liable for any damage caused by residents, their dependents and their guests while in the gym.

23.4.6.4 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.

23.4.6.5 If Owners or Occupiers are unsure what to wear, please consult with the Gym Operator.

#### **23.4.7 Equipment and the training floor**

23.4.7.1 Please read these rules carefully and observe them to avoid injury.

23.4.7.2 Please use the equipment for its intended purpose and follow the instructions provided. Do ask for help if needed.

23.4.7.3 Please replace all equipment after use and please use sweat towels at all times.

23.4.7.4 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.

23.4.7.5 When using strength equipment, be sure the weight pin is completely inserted.

23.4.7.6 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.

23.4.7.7 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.

23.4.7.8 Please be gentle. Handle weights and equipment with care and replace after use.

23.4.7.9 No food, drinks or bags are allowed on the training floor, with the exception of plastic water bottles and sports drinks.

23.4.7.10 Please use a sweat towel at all times and wipe down equipment after use.

#### **23.4.8 Studio, floor and yoga classes**

23.4.8.1 Class timetables and instructors may change from time to time without notice. Please check gym notice boards for all the latest details.

23.4.8.2 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.

#### **23.4.9 Safety**

23.4.9.1 Please do not tamper with fire doors or any safety devices and fire extinguishers.

23.4.9.2 Please follow the health and safety rules of the gym and the notices displayed throughout the gym.

23.4.9.3 Please report all injuries/incidents and/or any hazards to a staff member.

#### **23.4.10 Other**

23.4.10.1 Complaints should be addressed to the complex Manager in writing via email.

23.4.10.2 Any incident which occurs must be reported immediately to the complex manager.

23.4.10.3 Any warning or suspension must be communicated in writing to the Owner or Occupier by the complex manager. A signed acknowledgement must be filed thereafter.

## 23.5 Designated Play Areas

- 23.5.1 No pets or animals are permitted in the designated play areas for children.
- 23.5.2 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.
- 23.5.3 Organised children's parties must be booked through the complex manager at least 2 weeks in advance. The play areas are not exclusively booked and residents may use the facilities at their leisure.
- 23.5.4 No alcoholic beverages or glass containers are permitted within the designated play areas.
- 23.5.5 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.
- 23.5.6 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.
- 23.5.7 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.
- 23.5.8 General use of the play areas is recommended to be between sunrise and sunset, taking the surrounding neighbours into consideration.
- 23.5.9 Noise levels as indicated in clause 16.1 must be strictly adhered to as there are Units in close proximity to the play area.
- 23.5.10 No loud music may be played.

## 23.6 Laundromat

- 23.6.1 Laundromat services will be provided, in a designated area within the complex, by an external service provider (hereinafter the "**laundromat operator**") upon such:
  - 23.6.1.1 terms and conditions (hereinafter the "laundromat terms and conditions");
  - 23.6.1.2 prices (hereinafter the "laundromat prices"); and
  - 23.6.1.3 operating times (hereinafter the "laundromat operating times"),as may be determined by the laundromat operator, *provided that* the laundromat terms and conditions and laundromat operating times are first approved by the Developer, during the Development Period, and thereafter the trustees.
- 23.6.2 The laundromat terms and conditions, laundromat prices and laundromat operating times are subject to change from time to time, provided that any changes to the laundromat

terms and conditions and laundromat operating times require the prior approval of the Developer, during the Development Period, and thereafter, the trustees.

23.6.3 The laundromat services will only be available to Owners and Occupiers.

23.6.4 Each user of the laundromat services does so entirely at his/her own risk and agrees (as a condition of such use) to indemnify, hold harmless and absolve the Developer, body corporate and/or trustees against and from any or all claims whatsoever which may arise in connection with, or as a result of, any loss of and/or theft of and/or damage to property as a consequence of the use of the laundromat services.

## 23.7 Concierge

23.7.1 The services of a concierge will be provided, in a designated area within the complex, upon such terms and conditions and operating times, as may be determined by the Developer, during the Development Period, and thereafter, the trustees.

23.7.2 The terms and conditions and operating times of the concierge services are subject to change from time to time by the Developer, during the Development Period, and thereafter, the trustees.

23.7.3 The concierge services will be limited to:

23.7.3.1 the delivery of online shopping to the Owner or resident of a Unit, provided that the receipt of online shopping is pre-arranged by the Owner or resident with the concierge and takes place during operating times. No online shopping will be left outside any Unit;

23.7.3.2 such other services as may be determined by the trustees from time to time, provided that, such services will not include the delivery of any food or perishable goods and the like.

23.7.4 The concierge services will only be available to Owners and Occupiers.

23.7.5 Each user of the concierge services does so entirely at his/her own risk and agrees (as a condition of such use) to indemnify, hold harmless and absolve the Developer, body corporate and/or trustees against and from any or all claims whatsoever which may arise in connection with, or as a result of, any loss of and/or theft of and/or damage to property as a consequence of the use of the concierge services.

## 23.8 Pickup/Delivery Zone

23.8.1 The Developer, for the duration of the Development Period, and thereafter the trustees, will designate a specific area (in accordance with clause 6.1.3) on the common property (hereinafter the "pickup/delivery zone") for purposes of:

23.8.1.1 the collection and/or drop-off of Owners and/or Occupiers by taxis and/or e-hail services (including, but not limited to Uber, Bolt and the like) from or to the complex; and/or

23.8.1.2 the delivery of food by food delivery services (including, but not limited to, Uber Eats, Mr. Delivery and the like).

23.8.2 Access to the complex by any driver (for purposes of clause 23.8.1) will be provided by the Owner and/or Occupier using the approved visitor management system (as referred



to in clause 3.3). The Owner and/or Occupier will not be allowed to grant access to any driver using their own issued access profile to do so.

#### 23.8.3 Drivers will:

23.8.3.1 only be allowed to park within the demarcated area of the pickup/delivery zone for a period of 15 (fifteen) minutes; and

23.8.3.2 not be allowed to leave their vehicles or mode of transport for any reason whatsoever, including, but not limited to, for purposes of the delivery of food to the Unit,

and the Owner or Occupier is responsible for the timeous collection of food from the driver.

23.8.4 The Developer, during the Development Period, and thereafter the trustees may make such rules as they may determine from time to time to regulate the collection and/or delivery of Owners and/or Occupiers and/or food.

### 23.9 **Sport facilities (if applicable)**

23.9.1 Padel courts are used at own risk and only for the game of padel.

23.9.2 Half basketball courts are used at own risk and only for the game of basketball.

23.9.3 The use of the padel courts and basketball courts must be booked through the gym operator. Residents should ensure that all Residents have an equal opportunity to utilise the courts. Residents will be liable for payment of an additional amount, per game, to use the padel court.

23.9.4 Only correct equipment permitted on the courts. The final decision of acceptability of the equipment lies with the gym operator. No exceptions will be entertained.

23.9.5 Owners must book for themselves, no block bookings will be entertained.

23.9.6 No Owner can book for more than 2 consecutive 45 minute sessions.

### 24. **PRIVATE PARTIES**

24.1 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.

24.2 Owners and Occupiers must apply for and obtain approval, in writing, from the trustees prior to hosting a private party.

24.3 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.

### 25. **AESTHETIC**

25.1 **Category 1** – major breaches: these may include:

25.1.1 Boundary walls, fences and hedges.

25.1.2 Exterior paint colours of the section, buildings and walls.

25.1.3 Interfering in the park/green belt and common areas of the complex.

25.1.4 Paving and driveways.

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

25.2.1 TV aerials, air conditioners, trunking.

25.2.2 Section numbers.

25.2.3 Building rubble.

25.2.4 Screens.

25.2.5 Lack of maintenance.

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

25.3.1 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.

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

26.1 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.

26.2 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 32).

26.3 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.

26.4 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.

## **27. WRITTEN PERMISSION**

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

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

28.1 If the conduct of an Owner or an Occupier of a section or his or her visitors in the opinion of the Trustees constitutes:

28.1.1 a nuisance, or

28.1.2 a breach of any duty of the Owner under section 13 of the Management Act, or

28.1.3 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.

28.2 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.

28.3 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.

28.4 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 C. 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.

28.5 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.

28.6 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 instalments payable by the Owner.

## **29. LOAN FACILITY**

29.1 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.

## **30. INDEMNITY**

30.1 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.

### **31. EXCLUSIVE USE AREAS**

- 31.1 The Developer has, in terms of sections 10 (7) and 10 (8) of the Management Act, created Exclusive Use areas. The Exclusive Use areas as created in favour of the Owners of the Units from time to time, as set out in the Management Rules.
- 31.2 An Exclusive Use area entitles the Owner of a Unit to which such Exclusive Use area attaches the exclusive use of the Exclusive Use area to the exclusion of all other persons.
- 31.3 The Exclusive Use areas created shall be as follows:
- 31.3.1 each parking bay reflected in Management Rules, shall be for the exclusive use of the Owner of the unit.
- 31.4 The general provisions relating to the use of the Exclusive Use parking bays are as follows:
- 31.4.1 The parking bays may only be utilised for the parking of: -
- 31.4.1.1 motor vehicles;
- 31.4.1.2 light delivery vehicles;
- 31.4.1.3 trailers
- The parking bay can only be utilised for parking of other vehicles or objects with the prior written consent of the Board of Trustees, which may withhold such consent in its discretion, or grant such consent subject to such conditions as it may determine.
- 31.5 Where the boundary of an exclusive use area, is defined by walls and a roof, for example a garage, the Owner having such exclusive use shall be responsible for the maintenance of the inside of their exclusive use area as if it were part of their Unit. In addition, the Trustees shall be entitled to determine and collect from the Owner Levies and/or special Levies to cover the cost of external maintenance and insurance of the exclusive use area, as well as a reasonable charge for water and/or electricity used. The Owner/s shall be liable for any excess charged in the event of an insurance claim pertaining to their exclusive use area/s.
- 31.6 The Board of Trustees shall be responsible for the maintenance of any Exclusive Use area to which an Owner may be entitled. The Board of Trustees shall be entitled to determine and collect Levies and/or special Levies to cover the cost of such maintenance from the relevant Owners. The Owner/s shall be liable for any excess charged in the event of an insurance claim pertaining to their area/s.
- 31.7 The holder of the right to an Exclusive Use area shall be entitled to transfer such right to any Owner of a unit in the scheme by entering into a written cession of such right and causing such cession to be minuted at a meeting of the Board of Trustees. The Trustees shall be obliged to record such cession at the first meeting of Trustees after the cession document has been handed to any Trustee if:
- 31.7.1 the cession is in writing;
- 31.7.2 the parties to the cession are Owners of units in the scheme; and
- 31.7.3 the description of the Exclusive Use Area is clear from the document.

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

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

### **33. ADMINSTRATIVE COMMUNICATION**

33.1 All Owners and Occupiers will be added to a WhatsApp group, managed by the Managing Agent and Body Corporate, purely for administrative purposes. Only the Managing Agent and/or Body Corporate will have access to post on the group.

### **34. PROTECTION OF REPUTATION – NEGATIVE UNDERTAKINGS**

34.1 Owners and Occupiers may **not** participate in the below acts on any social media and/or any other public platform including without limitation WhatsApp, Facebook, Instagram, Twitter, LinkedIn, TikTok, Signal, Hello Peter and Telegram:

34.1.1 use the name of the Developer or any of its subsidiaries in a manner that would bring the Developer's reputation or good name into disrepute;

34.1.2 use any of the development names, established by the Developer in a manner that would bring the development's reputation into disrepute; or

34.1.3 disparage, degrade, slander, or otherwise defame the Developer or any of its developments, its services, its employees, its agents or its representatives.

34.2 The Developer reserves its rights to take action against an Owner and/or Occupier, in the event that the Owner or Occupier breaches any of the provisions mentioned in 34.1.

34.3 In the event that an Owner or Occupier is not satisfied with the service, employees, agents or representatives of the Developer, the Owner and/or Occupier must approach the Developer or the managing agent directly in order to engage in the process of dispute resolution.

### **35. INSTALLATION OF PRIVATE POOLS**

35.1 Should the Trustees elect to approve an Owners application to install a private pool, no Owner will continue with the installation and/or construction without the prior written consent of the Trustees and/or the Aesthetic Committee, if applicable and providing the Trustees with approved building plans from the Drakenstein Municipality.

35.2 An Owner will instruct an architect, approved by the Trustees, to draw up the necessary plans and the Owner will accordingly instruct a contractor, approved by the Trustees to install the private pool.

35.3 All costs and liability to obtain the required approvals set out above as well as the installation and/or construction of the private pool will be for the account of the Owner.

35.4 Any damage caused to the surrounding areas as a result of the installation of the private pool, must be repaired by the Owner at the cost of the Owner, within a reasonable time.

35.5 Further to the above, the Owner will be required to, prior to commencement of installation of the private pool, pay a deposit to the Body Corporate in the amount of R50 000.00 (Fifty Thousand Rand).

35.6 On date of completion of the installation, the Body Corporate will be requested, by the Owner, to inspect the installation and issue a completion certificate confirming that the private pool has been installed according to the approved plans. The deposit paid to the Body Corporate in terms of rule 35.5 will be refunded to the Owner on the date that the Body Corporate issues the completion certificate for the private pool installation.