



BODY CORPORATE CONDUCT RULES

INTRODUCTION

The purpose of these rules is the maintenance of common courtesy and regard for the rights of all residents, to sustain the use of common amenities and ensure the maintenance of high standards of living for the mutual benefit of all residents.

We request your co-operation in abiding by these rules and would point out that, should it be necessary, the Trustees will take appropriate action to uphold these rules, in the best interest of all owners and residents.

The following serves as a general guideline to residents:

- (1) It must be each resident's declared intent to live as harmoniously as possible with all other residents and to respect each others rights of privacy and lifestyle.
- (2) Common courtesy and consideration for others must be the basis for all aspects of behaviour.

It is the responsibility and duty of owners to ensure that their tenants, visitors and staff members are familiar with and abide by these rules.

It is hoped that parties in conflict will try to resolve matters amicably between themselves before involving trustees.

1. OCCUPANCY / RESIDENTS PER UNIT

- i. The term "resident" shall mean: any person residing on the property.
- ii. The maximum number of permissible permanent residents per unit shall not exceed two (2) residents inclusive of children.
- iii. It being understood that "permanent" is a period longer than one (1) month.
- iv. This maximum number may be exceeded only by any resident's children under the age of five (5) years.
- v. In addition, owners who let their units must ensure that the number of residents is defined in the lease documents drawn up between themselves and their proposed tenants.

2. MOTOR VEHICLES

- i. Motor vehicles of residents shall only be parked in the parking bays which are specifically provided for the sole and exclusive use of the residents of that particular unit.
- ii. All visitors may only park in the parking bays specifically demarcated for visitors. In the event that all visitors parking bays are occupied any additional visitors must park outside the complex.

- iii. Repairs and reconditioning of vehicles on the common property and in the sections is not permitted.
- iv. Vehicles may not travel at speeds in excess of 15 kilometres per hour on any portion of the common property and access driveways.
- v. All cars entering the common property must reduce their radio volume control so as not to disturb other residents.
- vi. No trucks, caravans, trailers of all description, quad bikes, off road motorcycles, commercial vehicles and boats etc. may be parked on common property.
- vii. No trucks will be allowed to enter on the common property. All delivery / removal trucks are to park outside the scheme.
- viii. Residents shall ensure that their vehicles and the vehicles of their visitors do not drip oil or brake fluid on the common property or in any other way deface the common property; the onus is on the resident to restore any spoilt area to its original condition at their own cost, failing which the trustees shall arrange for the cleaning/repair thereof, at the expense of the owner.
- ix. Any vehicle parked in contravention of these Rules may be towed away at the resident's expense, without any liability for any damage claim to the Body Corporate whatsoever.
- x. No person shall sleep in any vehicle parked on the common property, nor perform acts in the vehicle that are deemed unacceptable in a public area.
- xi. No vehicle may be parked in such a manner as to obstruct the general traffic flow within the scheme or to restrict access to a parking bay.
- xii. The use of vehicles, including motorcycles, which create excessive noise, is strictly prohibited.
- xiii. No resident shall be permitted to drive any vehicle on the Common Property or in any exclusive use area without a valid driver's license for that vehicle.

3. BUSINESS ACTIVITIES / SIGNS / NOTICES

- i. No business, profession or trade may be conducted in any section or on the common property without the prior written approval of the Trustees and following a written application to conduct such a business from the section.
- ii. Should any approved activities cause a disturbance or inconvenience to other residents or infringe on the usage of the common property (e.g. parking), this permission can be withdrawn at any stage.
- iii. No jumble sales may be held on the common property.
- iv. No resident shall exhibit, distribute or place any sign, notice, billboard, advertisement or publicity of any kind whatsoever on any part of the common property or within a section, so as to be visible from outside of the section.
- v. Estate Agent signs are allowed on the common property at the discretion of the Trustees. 'For sale', 'On Show' or 'To Let' boards may only be displayed on weekends and pointer boards on the common property are restricted to a maximum of four. No banners, flags or balloons may be displayed for this purpose. All signs not displayed in accordance with these provisions shall be removed.

4. OCCUPIERS / VISITORS / CONTRACTORS / EMPLOYEES

- i. Owners are responsible for the conduct of their visitors, contractors and employees, and shall ensure that such persons adhere to these Rules.
- ii. No alcohol may be consumed whilst on any part of common property except on any part of the common property designated by the Trustees for this purpose.
- iii. All persons employed by any owner or resident to work in the complex shall be registered with the Body Corporate. A copy of the employees Identity Document, physical address, contact numbers and which section they are working at, will be kept on file by the Trustees.
- iv. Only registered employees will be allowed onto the common property and employees may not bring their family, friends and visitors onto the common property. Employees shall be required to comply with any security protocols.
- v. The Trustees reserve the right to take steps to refuse access to any employee of a resident or owner in the scheme.
- vi. Residents shall ensure that their employees do not loiter on the common property.

- vii. The members of staff / contractors required by the Association to maintain the premises shall be employed and dismissed by the Board of Trustees only, at their own discretion.

5. DAMAGE / ALTERATIONS / ADDITIONS TO THE COMMON PROPERTY

- i. An 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 obtaining the prior written consent of the Trustees.
- ii. No occupier shall erect or cause to be erected or install any lights or lighting apparatus on any part of the common property or his exclusive use area, without the prior written consent of the Trustees first being obtained.
- iii. No occupier shall erect any structure of any nature whatsoever, including but not limited to gazebos, braai facilities, saunas and Jacuzzis, which are of a permanent or semi-permanent nature, without a Special Resolution from the Owners with a minimum 75% majority required for approval.
- iv. Awnings must comply with the standard set-out by the Trustees in terms of style and colour. No awning may be installed unless the prior written consent of the Trustees has been obtained.
- v. Aerials / satellite dishes are permitted in the scheme. Provision has been made for one communal satellite dish per block,
- vi. No extensions, alterations or improvements to the exterior of any section, balcony, patio, garden or carport, including awnings, garden and security gates etc., shall be affixed or made without a Special Resolution from the Owners with a minimum 75% majority required for approval. Where necessary, plans approved by the municipality must also be submitted.
- vii. If such written permission is granted, it shall apply only to the plans submitted and any variations will also require the permission of the Trustees in writing. All extensions, alterations or improvements must comply with the Sectional Titles Act.
- viii. Improvements / additions / alterations made by owners, after permission has been obtained from the Trustees, shall be maintained by the owner. If these are allowed to deteriorate, they will be maintained or removed by the Body Corporate, at the sole discretion of the Trustees, and at the sole cost of the owner.
- ix. All refuse / debris, etc. resulting from extensions, alterations or improvements shall be removed by the owner / their contractor within 24 hours. If such refuse / debris, etc. is not removed, the Trustees may cause it to be removed, and all charges in connection therewith shall be for the account of the owner.
- x. No washing lines / drying stands may be installed or placed on the balconies, patios or in gardens at any time.
- xi. The resident of a section shall not place or do anything on any part of the section including balconies, patios and gardens which, at the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- xii. Residents may install a locking device, safety gate or safety device for the protection of their section, provided that the design fits within the designated guidelines as set out by the Body Corporate and issued by the Trustees.
- xiii. No external burglar bars may be installed whatsoever. Internal burglar bars are permissible provided that the design fits within the designated guidelines as set out by the Body Corporate and issued by the Trustees.
- xiv. Air-conditioning equipment may only be installed with the prior written consent of the Trustees and must adhere to the Rules laid down by the Body Corporate including the location of the compressor and routing of all external trunking.
- xv. Any building work to be carried out in any section may only take place between the hours of 08:00 and 16:00, Monday to Friday and not over weekends or public holidays. All contractors must vacate the scheme by 16:00. All building noise must be kept to a minimum so as not to inconvenience other occupiers. The Trustees will manage the access control of all contractors, their staff and vehicles.
- xvi. Should any damage of whatsoever nature be caused to the common property by a resident / any member of his family / any of his visitors / any of his employees, their children or visitors of such occupier, or should such persons cause the Body Corporate to suffer any loss or incur any expense, the owner of the section shall be liable to properly repair such damage forthwith, and / or to forthwith reimburse the Body Corporate in full in respect of such loss or expense.

6. APPEARANCE FROM OUTSIDE

- i. The resident of a section shall not place or do anything on any part of the common property including balconies, patios, courtyards, windows and gardens which, at the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. The above may include but is not limited to washing hanging over balconies, washing lines / drying apparatus, erection of equipment that protrudes over the boundary wall or beyond the section, etc.
- ii. No resident shall store or allow to be stored any item on his courtyard / patio, other than pot plants, garden furniture and anything else the Trustees may approve from time to time. At no point in time should any such item be allowed to protrude above the level of the boundary walls.
- iii. The Trustees reserve the right to instruct a resident to remove such pot plants, pots or garden furniture, or items of a similar nature from his courtyard / patio or exclusive use area, if, at the discretion of the Trustees, such item or items are undesirable / aesthetically displeasing when viewed from the outside of a section.

7. SECURITY

- i. Owners, residents, their visitors and / or employees are required to adhere to the security processes and procedures at all times and to respect the authority of the security company and their guards. The Trustees have full authority to determine security protocols and to instruct the security personnel accordingly.
- ii. Residents must ensure that their visitors and employees are registered, failing which no access under any circumstances will be granted.
- iii. All attempts at burglary, vandalism or instances of fence jumping or breakage must be reported to a member of the security staff as soon as is reasonably possible.
- iv. Electronic security systems, for individual sections, are acceptable provided they are installed by legitimate security companies registered with the relevant governing body.
- v. It is prohibited to interfere with the performance of the security guards. Owners, residents, employees and visitors shall treat the security guards courteously and co-operate with them at all times.

8. PETS

- i. No pets will be allowed in the estate.

9. SANITARY SERVICES / REFUSE DISPOSAL / LITTERING

- i. All refuse shall be placed in appropriate refuse bags and deposited in the bins allocated for this purpose.
- ii. No used vegetable or any other cooking oil or vegetable or animal fat may be disposed of by using the sinks or basins in the respective units. Owners are to dispose all cooking and other substances by means of the refuse system by disposing of the material in refuse bags.
- iii. No nappies, sanitary wipes and sanitary pads are allowed to be flushed down the toilets as this may cause blockage to the effluent system. Owners or residents that are found to have flushed any of the restricted items will be held liable for the repairs undertaken to have any resultant blockage cleared. Owners or residents are to dispose of these restricted items by means of the normal refuse system by placing these items in refuse bags.
- iv. Each resident shall maintain in a hygienic and dry condition, a receptacle for refuse within his section.
- v. No refuse may be left outside any section.
- vi. The refuse area and the refuse bins are for domestic waste only. All other waste must be removed by the resident.
- vii. Littering is not permitted.
- viii. It is not permitted to shake or dust or beat carpets or mats over the balconies or walls or through the windows of any section.

10. CHILDREN

- i. Parents / guardians take full responsibility for their children on the common property.
- ii. The use of bicycles / tricycles on the common property is at own risk and is permitted as long as it does not constitute a nuisance to other residents. Any damage caused to the common area because of reckless or careless use will be for the owner's account and the use of bicycles or tricycles on the common property may be withdrawn by the Trustees. Bicycles / tricycles may not be left on the common property or obstruct the movement of other vehicles.
- iii. The Body Corporate shall not be responsible for any accident, loss or damage sustained by any owner, resident, their family, friends, employees and visitors.
- iv. Roller skates, skateboards, roller blades or similar devices may not be used on the common property.

11. RITUAL SLAUGHTERING.

The slaughtering of animals is prohibited unless it is specifically for religious purposes and the only after prior written consent is obtained from the Body Corporate. Slaughtering will only be allowed in demarcated areas.

12. GENERATORS

No Generators may be installed by individual residents in the estate.

13. LAUNDRY

- i. Washing and other articles may not be hung out on the common property or on balconies, patios and gardens or in any position where it is visible from the common property, except in areas specifically set aside for this purpose (Refer Clause 5. xi).
- ii. The Body Corporate shall not be responsible for any theft or damage to washing.

14. STORAGE OF INFLAMMATORY MATERIAL / OTHER DANGEROUS ACTS

- i. A resident shall not store any material, flammable or inflammable, or do or permit or allow to be done, any other dangerous act in the section or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy, or put any part of the common property and its residents at risk.
- ii. Owners shall be responsible to the Body Corporate for any loss sustained by the Body Corporate arising from a resident's failure to adhere to the above. Such loss shall include, but is not limited to, the excess payable in respect of any insurance claim.
- iii. No firearms, pellet guns, catapults or bows and arrows may be discharged on or over the common property. No residents, employees or visitors may openly display firearms on their person or otherwise anywhere on the common property.
- iv. Inflammable or other dangerous material or articles may not be brought onto the common property or elsewhere on the scheme except in such limited quantities as are allowed under any insurance policy taken out by the Body Corporate.
- v. No fireworks of any kind are allowed to be set off.
- vi. No resident / occupier shall repair, alter or interfere with any electrical cable or installation on the common property. All faults must be reported to the Trustees.

15. ERADICATION OF PESTS

- i. A resident shall keep his section free of all garden or household pests, including white ants, borer and other wood destroying insects and shall permit the Trustees, the Managing Agent, Trustees and their duly authorised agents or employees, to enter his section from time to time, for the purpose of inspecting the section and taking such action for the eradicating of any such pests as may be found within the section.
- ii. Replacement of any woodwork or other material forming part of the internal section which may be damaged by any such pests, and the eradication of pests, shall be borne by the owner of the section concerned unless it is proved to the Trustees that such damage originated from the common property.

16. PAYMENT OF LEVY AND OTHER CHARGES

- i. The levy and other charges shall be paid in full to the Body Corporate / Managing Agent on or before the 3rd day of each and every month.
- ii. Interest is payable on late payments at a rate determined by the Trustees from time to time.
- iii. All charges associated with the inside of a section shall, wherever such charges can be accurately quantified, be recovered from the unit owner using the same tariff structure or charges as those billed to the Body Corporate. Such charges shall include, but not be limited to electricity, water, domestic effluent, refuse, internet connectivity, and Pay TV service charges.
- iv. The owner shall be liable for and pay all legal costs, collection commission, expenses, administration fees and any other charges incurred by the Body Corporate in obtaining the recovery of any arrear amounts owing by such owner to the Body Corporate.

17. LETTING OF SECTIONS

- i. Owners who let their section to tenants must ensure that their tenants sign a copy of these Rules which must form part of their lease agreement.
- ii. All residents and other persons granted rights of occupancy and entrance to the scheme by any owner, are obliged to comply with these Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- iii. No lease shall in any way release the owner from any of his obligations to the Body Corporate in terms of the Rules, or in terms of the Act.

18. NOISE

- i. Radios, cd / dvd players, televisions, home hi-fi system equipment, musical instruments and other sound producing devices including human voices, shall not be played or used in such a manner as to interfere with a resident's enjoyment of his section or of the common property at any time.
- ii. Silence must be maintained between 22h00 and 07h00 Sunday to Thursday and between 23h00 and 08h00 on Fridays, Saturdays and public holidays.
- iii. All vehicles entering the common property must reduce their radio volume level so as not to disturb residents. Automobile hooters and alarms shall not be sounded on the common property at any time, except in emergency situations.
- iv. Mechanical maintenance work, including the use of power-saws, lawn mowers and similar tools, is permitted only between the following hours: Monday to Friday 08h00 to 16h00 and Saturdays and Sundays 09h00 to 15h00.

19. GARDENS / GARDENER

- i. No resident, other than the person/s empowered by the Body Corporate to do so, shall instruct a body corporate employee to do any work during normal working hours, except in an emergency.
- ii. Residents shall not interfere with flora, wild or cultivated, growing on common property other than in their own exclusive use area.
- iii. No plants, trees or shrubs may be removed from the common property; neither may any plants, trees or shrubs on the common property be trimmed.
- iv. Gardens and plants on the common property are for the enjoyment of all and no wilful damage will be tolerated.

20. FIRE FIGHTING EQUIPMENT AND EMERGENCY PROCEDURES

- i. It is an offence to tamper with, abuse or use or cause or permit to be tampered with, abused or used, any fire hose, reel or extinguisher in any manner or for any purpose other than as permitted or prescribed by the fire regulations of the relevant local authority or other relevant legislation.

- ii. No fire extinguisher, fire hose or fire hydrant 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, gardens or any other unauthorised purpose.

21. MAINTENANCE

- i. 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 all interior painting, maintenance, remedying of blockages of sewers and sanitary equipment and connections as well as remedying of damaged / leaking water pipes.

22. ENFORCEMENT OF RULES

- i. In the event of any dispute concerning the interpretation of these rules and/or the enforcement thereof and/or any breach thereof, the decision of the majority of the trustees shall be final and binding on all parties concerned in such dispute.
- ii. The headings contained in these rules are for convenience only and shall not affect the interpretation thereof.
- iii. Should any provision of these rules be invalid and/or unenforceable, such provision is severable from the rest of these rules and shall not affect the validity and enforceability thereof.
- iv. The Trustees shall have the right to take any action deemed fit to prevent any infringement of these Rules.
- v. If a resident persists in a particular conduct or in the contravention of a particular rule or section of the Act, after the owner of the unit has received written notice advising of the offence, the Board of Trustees may by majority decision impose on the owner a penalty of R500.00 for the first offence, and thereafter a penalty of R750.00 for every identical offence. The monetary amount of the penalties in terms of this rule may be amended from time to time at any annual general meeting, by majority vote.
- vi. If the Trustees instruct a firm of attorneys or arbitrator in connection with or arising out of an infringement of any Rule, the owner shall be liable to reimburse the Body Corporate on demand for all costs incurred in respect thereof.
- vii. All complaints must be lodged in writing and sent to the Trustees. A sincere endeavour will be made to resolve such complaints amicably.

Provided that: in terms of Section 37(1) of the Community Schemes Ombud Service Act 9 of 2011, all owners or tenants of Sections and other persons granted rights of occupancy by any owner of the relevant Section will at all times be entitled to approach the Ombud for its services as referred to in the Community Schemes Ombud Service Act and thus no Rule may be approved which might result in the waiver or limiting the exercising of their rights.

23. INDEMNITY

- i. The Body Corporate must indemnify a trustee who is not a managing agent against all costs, losses and expenses arising as a result of an official act that is not in breach of the trustee's fiduciary obligations to the body corporate.
- ii. The duly elected Trustees of the Body Corporate shall under no circumstances be held personally liable whilst performing their duties as Trustees unless found to be grossly negligent.

25. Exclusive Use Areas

In terms of Section 10(7) of the Sectional Titles Schemes Management Act 8 of 2011, the rights of exclusive use and enjoyment of the yards and swimming pools are conferred upon members

of the body corporate in accordance with the lay-out plan to scale and the schedule marked "A" attached hereto.

Schedule A
Schedule in terms of Section 10(7) of Act 8 of 2011
The Governors Club

| Unit Number | Parking bay | Garden areal |
|-------------|-------------|--------------|
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