

CLE DU CAP

RULES OF CONDUCT

Managing Agent

Potch Eiendomme

Address:

Telephone:

E-mail:

After Hours Emergency SMS Number:

3 Maree Street

(018) 293 1845

admin@potcheiendomme.co.za

082 800 5273

Portfolio Manager:

Maintenance Coordinator:

Bookkeeper/Levy Accounts:

Manager:

Mrs. Julia Wessels

Mr. Mario Labuschagne

Mrs. Trudie du Toit

Mr. Janneman van Rensburg

Table of Contents

PRELIMINARY

- A. APPLICABILITY 2
- B. INTERPRETATION 2
- C. DIRECTIVES 2
- D. GUIDELINES 3

CONDUCT RULES

- 1. ANIMALS, INSECTS, REPTILES AND BIRDS 3
- 2. REFUSE DISPOSAL 4
- 3. PARKING AND DRIVING OF VEHICLES 5
- 4. DAMAGE, ALTERATIONS AND ADDITIONS TO THE
COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO
THE INTERIOR OF SECTIONS 6
- MINOR ALTERATIONS 6
- STRUCTURAL ALTERATIONS 7
- INTERNAL ALTERATIONS 8
- ALL ALTERATIONS 8
- 5. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS
TO THE COMMON PROPERTY 10
- 6. SIGNS AND NOTICES 11
- 7. LITTERING 11
- 8. LAUNDRY 12
- 9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER
DANGEROUS ACTS 12
- 10. LETTING AND OCCUPANCY 12
- 11. ERADICATION OF PESTS 13
- 12. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON
PROPERTY AND RELATED MATTERS 13
- 13. NOISE, DISTURBANCE AND NUISANCE 14
- 14. SECURITY 15
- 15. INSURANCE 16
- 16. EMPLOYEES 16
- 17. CONTRAVENTION OF RULES 16
- 18. IMPOSITION OF PENALTIES 17
- 19. FIREFIGHTING EQUIPMENT 18
- 20. COMPLAINTS 18
- 21. RELAXATION OF RULES 19
- 22. AMENDMENT OR ADDITION OF RULES 19

PRELIMINARY

A. APPLICABILITY

- (1) These Conduct Rules, the Sectional Titles Act, Act 95 of 1986 (as amended), the Sectional Titles Schemes Management Act, Act 8 of 2011 and the Community Schemes Ombud Service Act, Act 9 of 2011, are applicable to and binding upon the Chairperson, Caretaker, Trustees, the Manager (if so contracted), and all owners, tenants (lessees), and other occupiers of sections.
- (2) It shall be the responsibility of an owner to ensure compliance with these Rules by the tenant (lessee) or occupier of his section, including, his or her employees, contractors, visitors (guests) and family members.
- (3) An owner is strictly liable for payment in respect of any damages caused by and for any penalty imposed on him or any person referred to in Rule 18.2 below.

B. INTERPRETATION

- (1) The clause headings are for convenient reference and shall be disregarded in constructing these Rules.
- (2) Unless the context clearly indicates the contrary intention:
 - a. The singular shall include the plural and vice versa; and
 - b. A reference to any one gender shall include the other genders; and
 - c. A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- (3) Words and expressions defined in Sectional Titles Act, Act 95 of 1986 (as amended), the Sectional Titles Schemes Management Act, Act 8 of 2011 and the Community Schemes Ombud Service Act, Act 9 of 2011 shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Act and Annexures thereto.
- (4) When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
- (5) Where numbers are expressed in words and in numerals in these Rules, the words shall prevail if there is conflict between the two.

C. DIRECTIVES

- (1) The Trustees may from time to time issue Directives in connection with any Conduct Rule.
- (2) The Directives shall not be in conflict with any Management of Conduct Rule.
- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The Trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The Trustees are authorised to create further Conduct Rules through their issuing of Directives.

D. GUIDELINES

- (1) The Trustees shall from time to time prepare and revise Guidelines in respect of alterations or additions referred to in Rule 4 below. The Guidelines may contain

specifications and sketch plans as to the nature, design, material, colour and manner of installation required in respect of alterations or additions to ensure uniformity of construction.

- (2) Unless the existing Guidelines were approved by the members by ordinary resolution majority at the meeting at which these Conduct Rules were adopted, the Guidelines shall be so adopted at the first subsequent annual general meeting.
- (3) At every subsequent annual general meeting, any amendments proposed by the Trustees shall be tabled for consideration and be approved by the members by ordinary resolution majority, with or without amendment.
- (4) The Guidelines shall, by virtue of these Conduct Rules, be binding upon owners and occupiers and shall be strictly adhered to by them.

CONDUCT RULES

1. ANIMALS, INSECTS, REPTILES AND BIRDS

- 1.1 An owner or occupier of a section shall not keep any animal, insect, reptile, wild animal or livestock in a section or on the common property except with the consent of the Trustees in the case of special circumstances e.g. a visually impaired person.
- 1.2 An owner or occupier shall be entitled to keep small birds or fish in a section as well as a dog or cat.
- 1.3 When granting approval referred to in Rule 1.1 above, the Trustees may prescribe any reasonable conditions.
- 1.4 Animals, reptiles and birds must be restricted to the unit and may not wander on the premises.
- 1.5 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in Rule 1.3 above.
- 1.6 The Trustees may limit the number of pets allowed per unit at their discretion. In suitable circumstances, the Trustees may apply to a Court having jurisdiction, for an order of interdict for the removal of any animal, bird or fish from section or the common property, and the owner of the relevant section shall be liable for such costs as are referred to in Management Rule 31(5), relating to the application.
- 1.7 The Trustees reserve the right to request an owner to remove his/her animal should it become a nuisance.
- 1.8 Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for a fine imposed in terms of Rule 18 below.

2. REFUSE DISPOSAL

- 2.1 An owner or occupier of a section shall:-
 - 2.1.1 Keep a container for refuse in his part or exceptional area of use, in a hygienic and dry state;
 - 2.1.2 Place the container at the location and at the times as determined by the municipality, for the purpose of garbage disposal,
 - 2.1.3 Ensure that all refuse is deposited in the communal refuse area only between 05h00 to 09h00 on Tuesdays and Fridays;
 - 2.1.4 Ensure that before refuse is placed in the communal refuse area bin it is securely wrapped in a suitable strong plastic bag, and in the case of tins or other containers, completely drained, before it is placed in such plastic bags and such refuse bin.
 - 2.1.5 For the purpose of having the refuse collected, place such plastic bag within the refuse bin.
- 2.2 An owner or occupier shall not allow any refuse for the disposal of which he is responsible, to remain in any entrance or passage, staircase or any other part of the common property, contrary to Rule 2.31 above.
- 2.3 An owner or occupier of a section shall comply with any other directives issued by the trustees from time to time regarding the refuse disposal.
- 2.4 No broken appliances or any furniture or vehicle parts may be disposed of in the designated refuse area or on any part of common property at any time whatsoever.

- 2.5 Upon the breach of, or non-compliance with, the provisions of this Rule, the owner of the relevant section may become liable for a fine imposed in terms of Rule 18 below.

3. PARKING AND DRIVING OF VEHICLES

- 3.1 No owner or occupier shall without the written consent of the Trustees park or stand any vehicle upon the common property outside of his designated (or Exclusive Use Area, if applicable) parking bay or permit or allow any vehicle under the control of a visitor to be parked or stood upon outside of parking areas on the common property designated for visitors.
- 3.2 Trucks, caravans, trailers, boats or other heavy vehicles may not be parked on the common property.
- 3.3 All owners and occupiers shall:-
- 3.3.1 Observe all road signs on the common property;
 - 3.3.2 Ensure that they do not exceed a speed of 15 (fifteen) kilometres per hour when driving their vehicles on any part of the common property;
 - 3.3.3 Ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or break fluid on the common property or in any other way deface the common property including the exit and entrance gates. Non-compliance shall be subject to the imposition of a fine in terms of Rule 18 below.
- 3.4 Owners or occupiers shall not:-
- 3.4.1 Drive their vehicles within the common property in any manner that creates a nuisance;
 - 3.4.2 Allow any unlicensed person to drive any vehicle on the common property;
 - 3.4.3 Be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section;
 - 3.4.4 Be allowed to reside or sleep in a vehicle or any part of the common property;
 - 3.4.5 Be allowed to play music;
 - 3.4.6 Be allowed to occupy more than one open parking bay at a time;
 - 3.4.7 Be allowed to occupy any parking bay other than the one allocated in terms of the Management Rules (or Exclusive Use Area, if applicable) to the section number occupied by the occupier.
- 3.5 No parking by residents or visitors are allowed on lawns. If parking is not available in the marked parking areas, vehicles must be parked outside the premises.
- 3.6 The parking of vehicles within or upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his/her vehicle having been parked on the common property.
- 3.7 An owner or occupier shall comply with any further Directives issued by the Trustees from time to time in respect of this Rule.
- 3.8 The Trustees may in accordance with Rule 17.2 below cause to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the Trustees from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.

- 3.9 Notwithstanding the provisions of Rule 3.7 above, an owner or occupier who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Rule 18 below.

4. DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO THE INTERIOR OF SECTIONS

MINOR ALTERATIONS

- 4.1 As far as minor alterations, fixtures or additions are concerned, an owner, lessee or occupier of a section shall not without the written consent of the Trustees, mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property.
- 4.2 Notwithstanding the provisions of sub-rule 4.1, an owner or occupier or person may duly authorize:
- 4.2.1 Placing of any lock mechanism, security gate, burglar bars or other safety mechanism for the safety of the resident; or
- 4.2.2 Apply any screen or mechanism that prevents animals or insects from entering. Provided that the trustees must approve in advance, the nature and design in writing as well as the manner of installation.
- 4.3 An owner or person authorised by him or her shall not construct, attach to, fix to on any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures, satellite dishes, solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, carport covers, steps, braais or similar items.

STRUCTURAL ALTERATIONS

- 4.4 Any structural alteration affecting a section and the common property; and alterations to work to plumbing, electrical installations or conduits, may only be carried out after:-
- 4.4.1 The Sectional Titles Act, Act 95 of 1986 (as amended), as well as the Sectional Titles Schemes Management Act, Act 8 of 2011;
- 4.4.2 Obtaining the written approval of the local authority, if applicable;
- 4.4.3 Obtaining the written consent of the Trustees, which may be accompanied by conditions.
- 4.5 All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons approved by the Trustees and work must comply with standards required by the local authority.
- 4.6 Whereas an owner may effect alterations to the interior of his or her section, no work may be done to weight-bearing walls.
- 4.7 In additions to any relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvements or decorative work which affects the exterior appearance of the section:-

- 4.7.1 A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their provisional consent;
- 4.7.2 The Trustees may grant provisional consent, or refuse such consent, with reasons being furnished. The consent may also be accompanied by suitable conditions. The Trustees may request that a report by a structural engineer or architect be furnished;
- 4.7.3 If provisional consent is given, the owner must proceed to have building plans prepared and approved by the local authority (if required), and which may not deviate from the sketch plan;
- 4.7.4 Before final approval, the owner must canvass the comments of immediate neighbours, and submit it to the Trustees for consideration;
- 4.7.5 A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the Trustees;
- 4.7.6 If considered necessary by the Trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations at the cost of the applicant;
- 4.7.7 Within 30 (THIRTY) days of obtaining all the required information and advice, the Trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions;
- 4.7.8 A deposit as determined by the Trustees from time to time, shall be payable by the owner, before work may commence.

INTERNAL ALTERATIONS

- 4.8 In addition to any other relevant provisions, the following provision shall apply in respect of any work which involves any internal refurbishment, renovation or redecoration of a section which affects the internal walls, ceiling, foundation or sanitary ware:-
 - 4.8.1 An application to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees, in order to obtain their consent to proceed; and
 - 4.8.2 The Trustees shall within 30 (THIRTY) days, convey their consent to proceed, with or without conditions and/or Directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may nevertheless not proceed with the work without such consent.

ALL ALTERATIONS

- 4.9 In respect of all work done at the instance of an owner of a section, the following shall apply:-
 - 4.9.1 The owner shall liaise with the Trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises, the use of outside building hoists and machinery on the premises. The owner shall furnish the Trustees, the Managing Agent or Manager with the contact details of all contractors who intend to enter the premises.

- 4.9.2 The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines.
- 4.9.3 All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building or common property.
- 4.9.4 The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case may be), for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising therefrom.
- 4.9.5 The electricity supply of the body corporate may not be used for this purpose.
- 4.9.6 Any work, such as drilling or the use of machinery, done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 08h00 to 18h00, or during the hours 09h00 to 13h00 on Saturdays, but not at all on Sundays or proclaimed public holidays.
- 4.9.7 Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupiers and must be concluded as expeditiously as possible, within the time frame specified, if any. Any rubble or other building material, tools or equipment shall be removed from the common property or any part of a section immediately.
- 4.9.8 Any deposit payable in terms of this Rule, to the Trustees or any person designated by them, shall be paid before commencement of work and shall be repayable 60 (SIXTY) days after completion, subject to any deductions made by the Trustees.
- 4.9.9 All charges, damages, expenses and penalties raised against the owner in terms of this Rule, are payable upon demand and if unpaid, the Trustees may deduct such items from the owner's deposit and/or add the amount to his or her levy account.
- 4.9.10 The owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.
- 4.10 In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixtures or addition or similar item, such approval permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture or addition.
- 4.11 If any work done by or on behalf of an owner in pursuance of the provisions of this Rule, results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- 4.12 Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this Rule shall be maintained by the owner concerned in a state of good repair and clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30

(THIRTY) days after the given of written notice to repair or maintain given by the Trustees or the Managing Agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

- 4.13 For the purpose of this Rule, the Trustees shall have the discretion to decide what constitutes a "minor alteration", "structural alteration" or "Internal alteration" subject to any Directives that may be given by members at a general meeting, by majority vote.
- 4.14 If an owner (or person authorised by him or her) effects any work referred to in this Rule without obtaining the Trustees' consent, or fails to comply with the imposed conditions, or to conform with the Guidelines or required quality and appearance, or should an owner in any other way contravene a Sub-Rule, the Trustees may request an owner to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 30 (THIRTY) days after written notice given by the Trustees, the Trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its Trustees, employees or contractors for any damage resulting therefrom.
- 4.15 Notwithstanding the provisions of Rule 4.14 above, an owner or occupier who is in breach or fails to comply with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Rule 18 below.
- 4.16 Any consent granted by the Trustees in terms of this Rule, will be placed on the agenda and disclosed at the following annual general meeting as well as any amendments to or further guidelines as a consequence hereof.

5. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY

- 5.1 The owner or occupier of a section shall not place or do anything on any part of the common property, or a section, including but not limited to balconies, patios and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 5.2 Only 2 television antennas are allowed per structure. (Double units are seen as one) and must comply with professional standards.
- 5.3 Owners and occupiers shall ensure that sections are provided with adequate curtaining or blinds at all times and within 3 (THREE) days after taking occupation.
- 5.4 No tinted glass windows excluding sand blasted glass may be installed or used in any residential section or exclusive use area.
- 5.5 No items which, in the discretion of the Trustees, are aesthetically displeasing or undesirable may be hung over walls, in windows, in corridors or on any part of the building or the common property so as to be visible to the public or other occupiers.
- 5.6 Owners or occupiers may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.
- 5.7 Notwithstanding Rules 5.1, 5.3 and 5.4 above, an owner or occupier may not store or leave any object on any part of the common property, or allow or permit it to be so placed, stored or left,
- 5.8 No person may place, store or leave a bicycle on any part of the common property unless it is a designated area that has been provided.

- 5.9 The Trustees may issue further Directives pertaining to this Rule.
- 5.10 Should an owner or occupier place, do or store anything contrary to this Rule, the Trustees may require an owner to remove such object in accordance with Rule 17.3 below.
- 5.11 Notwithstanding the provisions of Rule 5.9 above, an owner or occupier who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Rule 18 below.

6. SIGNS AND NOTICES

- 6.1 No owner or occupier of a section shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from the outside of the section without the written consent of the Trustees.
- 6.2 The Trustees may remove such sign, notice, flag, billboard or advertisement. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the owner and such owner and/or occupier shall have no claim against the body corporate or the Trustees as a result of their functions performed in terms of this provision.

7. LITTERING

- 7.1 An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette buds, food scraps or any other litter whatsoever.
- 7.2 In particular, an owner or occupier of a section may not throw any material or object out of windows or over boundary walls.
- 7.3 An owner or occupier shall remove from the common property all items and dispose of any unwanted items in a suitable refuse container.

8. LAUNDRY

An owner or occupier of a section shall not, without the written consent of the Trustees put up their own washing line, or hang any washing or laundry or any other items in windows or on balconies or on any part of the buildings or the common property so as to be visible from outside the buildings or from any other section.

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not store any material, or do not permit or allow to be done, any other dangerous act in the buildings or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy or which would render void any insurance effected over the property.

10. LETTING AND OCCUPANCY

- 10.1 All tenants (lessees) of units and other persons granted rights of occupancy by any owner of a unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 10.2 No owner, tenant (lessee) or occupier of a unit shall allow more persons to reside in a unit at any one time other than as set out below:

- 10.2.1 2 (TWO) persons in respect of a one-bedroom section.
- 10.2.2 3 (THREE) persons in respect of a two-bedroom section.
- 10.2.2 5 (FIVE) persons in respect of a three-bedroom section.
- 10.3 An owner who concludes a lease agreement in respect of his or her section shall supply the Trustees, Manager or Managing Agent with the name and contact details of the tenant or lessee.
- 10.4 The Trustees (or Manager or Managing Agent on their behalf) shall supply a tenant (Lessee) with a copy of these Conduct Rules in accordance with Management Rule 32(2), for a sum deemed reasonable by the Trustees.
- 10.5 An owner shall notify the Manager, Managing Agent or Trustees forthwith in writing of any change of ownership in, or occupation of his section, or any change in membership or shareholding or beneficiaries or any close corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his or her section.
- 10.6 No form of "time-sharing" or any similar arrangement whereby a person other than the owner, his immediate family or his tenant, may utilise a section for a specific period or periods of time may be concluded in respect of a section.
- 10.7 All persons occupying a section shall have and produce a valid identity document or passport on request by the Managing Agent.
- 11. ERADICATION OF PESTS**
 - 11.1 An owner shall keep his section free of cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent, and their duly authorised agents and employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonable necessary to eradicate any such pests.
 - 11.2 The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such a section which may be damaged by any such pests shall be borne by the owner of the section concerned.
- 12. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS**
 - 12.1 Except for a sale in execution of a unit, no auction, or similar sales or exhibitions, shall be held on common property or in a section, nor may a section be used for any professional, commercial or industrial purpose whatsoever.
 - 12.2 An owner, lessee or occupier will be responsible for adequate supervision of his or her visitors, and shall foresee that no nuisance is caused or common property damaged.
 - 12.3 No quad-bikes, carts, scooters or motorbikes may be used on the common property for recreational purposes.
 - 12.4 No ball games may be played on the common property.
 - 12.5 The throwing of stones or other solid objects on the common property is prohibited.
 - 12.6 In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.

- 12.7 All persons on the common property or using any of its facilities or services, will be there and do so entirely at their own risk, and no person shall have any claim against the body corporate of whatsoever nature arising from such use, whether caused by human or animal agency, natural phenomena or otherwise. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate's employees, agents or contractors.
- 12.8 The body corporate or its agent's representatives or domestic employees shall not be liable or responsible for the receipt or no-receipt and delivery or non-delivery or goods, postal matter or any other property.
- 12.9 The transportation or moving of any furniture or heavy or bulky goods is the responsibility of the owner, occupier or lessee and the repairing of any damage to any section or part of the common property as a result of such activity shall be that the owner concerned (who will be responsible for his lessee or occupier).
- 12.10 No trading or business activities of any nature or extent shall be allowed in the scheme – neither in sections nor on common property.
- 12.11 No portable swimming pools, Jacuzzis or other similar items may be used in a section or on a balcony, exclusive use area or the common property.
- 12.13 No owner or tenant or any member of his family shall allow or be allowed to walk on roofs or to ride on or damage the security gates. Any such damage will be recovered by the body corporate from the owner or tenant who would cause damage to the common property.

13. NOISE, DISTURBANCE AND NUISANCE

- 13.1 No owner, lessee or occupier may permit anything to be done in his or her section, exclusive use area or on the common property, which constitutes a misconduct, nuisance or an unreasonable invasion of the right of privacy of the other occupiers of the buildings or permit or cause any disturbance or allow his or her visitors to cause any disturbance which in the opinion of the Trustees would constitute a nuisance or an invasion of the right of privacy of the other occupiers.
- 13.2 All owners and occupiers shall maintain reasonable quietness at the following times;
Weekdays – before 07h00 and after 22h00,
Saturdays – before 08h00 and after 23h00,
Sundays – before 10h00 and after 19h00,
Public holidays – before 10h00 and after 19h00.
Occupiers and their guests shall however at all times behave in such a manner that they do not become a nuisance to or disturb any other occupier. Any complaints regarding disturbance of peace must be discussed with the individuals concerned and, if unsuccessful, reported directly to the police.
- 13.3 At all times other than as referred to in Rule 13.2 above, all television, radio and other appliances emitting sound, including musical instruments, should be kept at audio levels which are not audible from outside the section.
- 13.4 The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of eminent danger in the case of an emergency.

- 13.5 No explosive, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
- 13.6 No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.
- 13.7 Bicycles, roller skates, playing ball games or any unacceptable behaviour on communal property (this includes driveways, any paved or grass areas, any spaces between units and any other areas not previously mentioned) is not allowed.

14. SECURITY

- 14.1 Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property is preserved, and all in particular must:-
 - 14.1.1 ensure that upon entering or leaving the premises, all gates are properly closed;
 - 14.1.2 ensure that such gate is never opened for unknown or uninvited persons;
 - 14.1.3 comply with any further security measures implemented by the Trustees;
 - 14.1.4 ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the Trustees.
- 14.2 The only way that visitors may obtain access to the Scheme is if they contact the occupier to collect them from the gate and then personally let them out again.
- 14.3 No more than 2 (TWO) visitors will be allowed per section per day.
- 14.4 All domestic workers and contractors must register with the caretaker or chairperson. Only one domestic worker allowed per unit. Domestic workers may not be in possession of a gate remote.
- 14.5 Movement within the Scheme may be monitored by CCTV cameras which may not be tampered with.

15. INSURANCE

- 15.1 Any first loss that amounts to a body corporate insurance claim, on behalf of the owner of the section concerned, shall be for the account of the owner of the section.
- 15.2 Geysers: The owner of a section is obliged to maintain, and if necessary, replace his own hot water installation if not covered by the body corporate insurance.

16. EMPLOYEES

- 16.1 Owners, lessees and occupiers of sections may not request the Body Corporate's employees to perform any task for them during their working hours. Maintenance projects inside a section or internal maintenance is the responsibility of the owner.
- 16.2 Owners, lessees and occupiers may not interfere with body corporate's employees in the performance of their duties and must give their full co-operation to such employees.
- 16.3 An owner, lessee or occupier shall be responsible for the conduct of their own employees, and for any persons visiting his or her employees.
- 16.4 An owner, lessee or occupier shall ensure that his or her employees, including their visitors or guests, do not litter the common property.
- 16.5 Owners, lessees or occupiers shall further ensure that their employees comply with the Conduct Rules and Directives.
- 16.6 All domestic workers shall provide a valid certified identity document.

17. CONTRAVENTION OF RULES

- 17.1 Should Rule 1 above be contravened, the Trustee may:-
 - 17.1.1 impose a fine in terms of Rule 18 below; or
 - 17.1.1 obtain an interdict;
 - 17.1.3 impose more than one of the options mentioned.
- 17.2 Should Rule 3 above be contravened:-
 - 17.2.1 arrange for the vehicle to be clamped, at the risk and costs of the owner thereof and/or person in control of the vehicle; or
 - 17.2.2 arrange for a clamped vehicle to be released subject to the payment of a release fee; or
 - 17.2.3 arrange for the vehicle to be removed at the risk and costs of the owner thereof and/or person in control of the vehicle; or
 - 17.2.4 impose fine in terms of Rule 18 below; or
 - 17.2.5 obtain an interdict; or
 - 17.2.6 impose more than one of the options mentioned.
- 17.3 Should Rules 4 and/or 5 above be contravened the Trustees may:-
 - 17.3.1 request an owner to remove such structure or object at his or her own cost. Should an owner fail to remove or cause removal of and/or restitution of any alteration, improvement, fixture or addition (structure or object) and any such failure persists for a period of 30 (THIRTY) days after written notice given by the Trustees, the Trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its Trustees, employees or contractors for any damage resulting therefrom; or
 - 17.3.2 impose fine in terms of Rule 18 below; or
 - 17.3.3 obtain an interdict; or
 - 17.3.4 impose more than one of the options mentioned.

18. IMPOSITION OF PENALTIES

- 18.1 If the conduct of an owner or occupier of a section or his visitors or guests constitutes a nuisance in the opinion of the Trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees may furnish the owner and occupier with a written notice which may in the discretion of the Trustees be delivered by hand or by registered post or be sent via electronic mail. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine in terms of this Rule will be imposed on the owner of the section.
- 18.2 If an owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a fine, or suspension in terms of this Rule 18.
- 18.3 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 and 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 may be permitted by the Chairperson, he or she may not participate in the affairs of the voting at the meeting.

- 18.4 After the owner or occupier has been given the opportunity to present his or her case, the members of the sub-committee appointed by the Trustees may by way of a unanimous resolution (100% of the members present at the meeting with a minimum of two sub-committee members), impose an initial penalty for the first offence and a subsequent penalty or suspension for every identical offence thereafter.
- 18.5 Any fine imposed in terms of Rule 18.4 above, may if it's not paid within 14 (FOURTEEN) days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of Section 37(1) of the Act and claimed by the Trustees as part of the monthly instalments payable to the owner.
- 18.6 The body corporate may, from time to time, determine the amount of the initial and subsequent penalties and periods of suspension, which amounts should be confirmed at the next general meeting.

19. FIREFIGHTING EQUIPMENT

No owner, lessee or occupier is permitted to use any firefighting equipment for any purpose other than to fight fires.

20. COMPLAINTS

All complaints, requests and suggestions must be made in writing to the Managing Agent, for the consideration at Trustees' meeting.

21. RELAXATION OF RULES

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

22. AMENDMENT OR ADDITION OF RULES

The member hereby agrees that the trustees will be entitled to compile rules and conditions of occupation and use at all times, provided that it is not inconsistent with this usage agreement.