

Registrar's number of Sectional Plan SS 120, 518, 1181 / 2005  
Registrar of Deeds  
PRETORIA

**NOTIFICATION UNDER SECTION 35(5) AND REGULATION 30(3)  
AND (4) OF THE SECTIONAL TITLES ACTS, 1986**

We Lois Laurette Tennant

And

Sacobus Johannes du Plessis

The undersigned Trustees of the body corporate of the scheme known as:

**SANDTON VILLAGE ESTATE BODY CORPORATE**

NO SS: **120, 518, 1181 / 2005** situated at: **PAULSHOF EXT.51 TOWNSHIP**  
hereby give notice that on 28 November 2015 the body corporate made the following rule (set out in the schedule) which have been initialled by the Trustees for identification for the control and management of the building:

- (a) Management Rule (in substitution of, addition to or withdrawal of, on in amendment of the existing rules).
- (b) Conduct Rules Rule (in substitution of, addition to or withdrawal of, on in amendment of the existing rules).

The rules referred to in paragraph (a) have been made unanimous resolution of the members of the body corporate.

The rule referred to in paragraph (b) have been made unanimous resolution of the members of the body corporate.

Z. Z. Tennant  
TRUSTEE

S. J. du Plessis  
TRUSTEE

Postal Address: P O Box 787319, Sandton, 2146



# Sandton Village Estate



## CONDUCT RULES

### SANDTON VILLAGE ESTATE BODY CORPORATE

#### INTRODUCTION

In terms of Section 35 (2) (b) of the Sectional Titles Act No 95 of 1986, the Trustees hereby publish the following Schedule of Conduct Rules, which may be amended from time to time to meet the changing needs of the Estate. These rules are in addition to Annexure 9 of the Sectional Title Act.

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 benefits of all residents.

When the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered section plan, an owner shall not use or permit his section to be used for any other purpose.

No owner or occupier of a section shall conduct any business whether for profit or otherwise, in his section or in the section in which he resides, or shall allow or permit his section in which he resides to be used for the carrying on of any business whether for profit or otherwise, unless the consent of the Trustees has first been obtained in writing.

We request your co-operation in abiding by the rules and would point out that, should it be necessary, the Trustees will take legal action to uphold these rules, in the best interest of all owners. The following serves as a general guideline to occupants:

- a) It must be each occupant's declared intent to live as harmoniously as possible with all other residents and to respect each other's rights of privacy and lifestyle.
- b) 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**, guests and domestic / household assistants 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.

#### DEFINITIONS

The term "occupant" or "occupier" shall mean:

- a) The owner of any unit, and / or
- b) The lessee of any unit, and / or
- c) All adult persons residing at or occupying any unit

The term "visitor" or "guest" shall mean:



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- a) Any individual who is not an occupant as defined above but has been granted temporary access to the Estate with the express consent of an Occupier.

The term "Estate" shall mean Sandton Village Estate, Holkam Road, Paulshof.

The term "unit" shall refer to a place of dwelling within the Estate wherein the occupant (owner or lessee) resides i.e. a residential unit.

The term "common property" refers to any area within the Estate that is not within the dwelling walls of a unit and includes, amongst other, all gardens and carports.

The term "trustees" refers to members of the Body Corporate elected at the annual AGM to ensure the well-being of the Estate.

The term "Estate Manager" or "Managing Agent" refers to service providers fulfilling that role.

#### INTERPRETATION

- a) 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.
- b) The headings contained in these rules are for convenience only and shall not affect the interpretation thereof.
- c) 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.

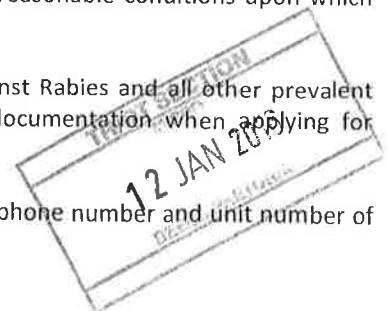
#### 1. PETS

Pet applications must be received by the trustees prior to any resident moving into the estate. Application forms are available from the estate manager's office, website or at the guard house. Attached to the application for permission to keep a pet must be an electronic photograph of the pet, various certificates of sterilisation and inoculation and a letter from the owner of the unit if the applicant is a tenant. Pets may not be brought into the estate until the application is authorised.

**From the date of registration of these rules, only two pets per unit will be granted. When applying for a permission to keep a dog, please note that from the date of registration of these rules only small dogs which stand no taller than 30cm at shoulder height will be allowed in the estate.**

When granting pet approval, the trustees prescribe the following reasonable conditions upon which approval will be given.

- a) All dogs and cats must be neutered / spayed and vaccinated against Rabies and all other prevalent diseases and the owner of the pet shall produce all relevant documentation when applying for permission to keep a pet.
- b) All pets must wear a collar with a tag, indicating the name and telephone number and unit number of its owner.



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- c) No more than **2 pets per unit** allowed in the estate. No rabbits are allowed on the Estate.
- d) Dogs are restricted to ground floor units only.
- e) Tenants must furnish a letter from the owner of the unit granting permission for a pet to be kept in the owner's unit.
- f) A photograph of the dog must be attached to the pet application form and also sent by e-mail to the estate manager's office for the pet gallery.

Pets may not:-

1. Bark excessively or be uncontrolled. Barking in excess of 15 minutes is considered as an inconvenience and disturbance of the peace and in contravention of the estate's rules.
  2. Be a hindrance to other residents, service providers and others.
  3. Be of a breed that shows aggressive behaviour.
  4. Cause damage to any property or garden gates.
  5. Be a danger to anyone.
  6. Sit on or scratch motor vehicles or enter any other resident's unit and become a nuisance.
  7. Be left abandoned, unattended or unsupervised for any period of time, not provided with adequate food and water at all times or be abused, otherwise they will be removed by the SPCA or any other appropriate authorities, on the instruction of the trustees.
- g) Pets on the common property shall be leashed and properly controlled at all times so as not to cause a nuisance to other residents.
  - h) Dog / Cat / Pet flaps are forbidden from being built into the front doors or windows of any unit.
  - i) Should any pet foul the common property the occupant of the unit to which the pet belongs shall remove all excrement or other mess left by such pet forthwith failing which a penalty will be imposed on the owner/occupant. Should any pet damage the common property, the owner / occupant shall be responsible for the damages in full.
  - j) Pet excrement is to be removed off the unit's enclosed garden by the resident before the garden service enters the garden and attend garden services. Garden service days are on a Wednesday and Thursday unless otherwise notified from time to time. Should excrement not be removed, the garden service will not attend to the garden duties in that unit.
  - k) Residents may have an additional steel bar welded, by the estate's preferred supplier, to the bottom of the gate to prevent the pet from getting out of the garden (cost being to the owner's account after approval has been given). The steel bar is to be painted the same colour as the frame of the gate.
  - l) Should any occupant breach the terms of these conduct rules, the Trustees will be entitled to demand the immediate removal of an occupant's pet, failing which, the Trustees or Estate Manager may arrange for the forced removal of such pet, which costs shall be borne by the occupant / owner of the pet.
  - m) No visitor pets may be brought onto the estate and left at a resident's unit for safe keeping on an interim/temporary/permanent basis.



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- n) Should a pet die, a new pet application must be submitted for approval before another pet is brought into the estate.
- o) The process relating to pets or their owners not conforming to the above conditions, including pets that are a nuisance i.e. barking dogs, cats entering home of other units, animals sitting on or scratching vehicles or those that are not spayed and/or neutered etc:
  - 1. On receipt of the first written complaint the body corporate will, through the estate manager write to the owner of the pet requesting that the owner of the pet rectifies the situation.
  - 2. Should there be no improvement regarding the breach of rules, the owner of the pet will be penalised R1000 for such breach which penalty shall continue fortnightly until the breach is rectified. Fines may be increased when necessary at the discretion of the Body Corporate.
  - 3. Should the breach not be rectified after 3 penalties have been imposed, the pet application will be revoked and the resident will be required to remove the pet out of the estate permanently.
- p) Owners of pets being brought into the estate without permission will be asked to remove them immediately.

**2. SANITARY SERVICES / REFUSE DISPOSAL**

- a) All refuse shall be placed by the occupant\ of a unit in a sealed refuse bag, and refuse must be placed in the dedicated garbage receptacles. Refuse is to be deposited into the municipal bins securely wrapped and in the case of tins and other containers, completely drained.
- b) The occupant of a section shall maintain in a hygienic and dry condition, a receptacle for refuse within his/her section.
- c) No garbage receptacles (dust bins) may be placed (outside units) where visible to any other part of the common property or any other section.
- d) Refuse placed in the municipal bin is collected from the estate by the municipality on a weekly basis.
- e) The municipal bins are to be used for domestic waste only.
- f) All other refuse and / or disposal of any unwanted item (beds, washing machines, washing lines, car tyres, boxes, etc) are to be taken care of in a personal capacity or taken to a dumping ground. Any disposed of article that does not fit inside the municipal bin must be disposed of in a personal capacity at a dumping ground.
- g) No unwanted items belong to residents may be dumped in the refuse area for the estate to get dispose of. The cost of removing these items is excessive.
- h) There is a designated recycling area in the estate and outside the estate for recycling purposes. The orange (or designated colour) recycling bins inside the estate may only be used for paper and cardboard. The green recycling bin outside the estate is to be used for glass only.

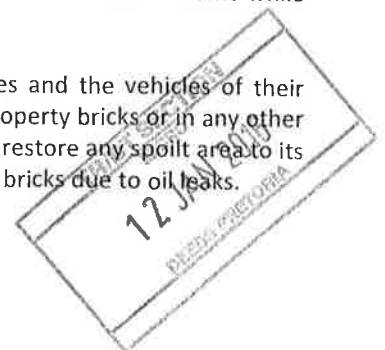


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- i) Wet waste may not be placed in the recycling bins. Please ensure that your wet waste is placed in plastic bags which are sealed and are disposed of in the black Council bins.
- j) Garden refuse may not be dumped on any part of the common property, including the municipal bins for domestic use or the paper-recycling bins. Garden refuse should be placed in suitable refuse bags in the refuse area to the left of the guardhouse (on exit).
- k) The Trustees, in conjunction with the Estate Manager, will ensure that all initiatives are properly communicated to all occupiers of the Estate.

3. VEHICLES

- a) Motor Vehicles of occupants and their visitors shall only be parked in such areas as are specifically provided or designated.
- b) All parking bays numbered with a unit number are specifically provided for the use of the occupant of that particular unit. It is specifically prohibited to park in any parking bay other than a bay specifically designated to that resident's unit.
- c) Visitors may only park in designated visitors parking bays.
- d) It is specifically prohibited to park in front of any parking bays or block the driveways which are to be kept clear at all times.
- e) No person shall sleep in any vehicle parked on the common property.
- f) No person is entitled to park their vehicles on the common property for an indefinite period of time. An indefinite period shall be defined for the purposes of this clause as a period in excess of 48 hours. Written permission for any longer period is to be requested from the Trustees in writing, where the Trustees shall take into account the current parking situation of the Estate.
- g) Vehicles may not travel at speeds in excess of 20 kilometres per hour on any portion of the common property and access driveway. The normal road rules still apply within the estate. No reckless driving will be tolerated.
- h) No owner or occupier shall be permitted to dismantle or affect major motor repairs, reconditioning of vehicles, and fitment of sound or alarm systems on any portion of the common property.
- i) No excessive revving of vehicle's engine or spinning of tyres is allowed.
- j) Residents shall be required to maintain their vehicle's sounds system at reduced volume while driving through the Estate.
- k) Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid on the common property bricks or in any other way deface the common property. The onus is on the occupant to restore any spoilt area to its original condition. Owners will be responsible to replace damaged bricks due to oil leaks.



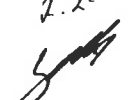
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- l) Any vehicle parked on the common property in contravention of these Rules may, at the instruction of the Trustees, be wheel-clamped, removed or towed away at the risk and expense of the owner of the vehicle, without any liability for any damage claims whatsoever being received by the Trustees or Estate. Any such wheel-clamping, removal or towing shall be proceeded by reasonable warnings to the owner of the vehicle to remove the complaint.
- m) Trucks, caravans, motor homes, commercial vehicles, trailers of all description, jet-skis, boats and off-road bikes may not be parked on the common property or under any covered parking bay without the approval of the trustees.
- n) The use of tricycles, skateboards, roller-skates, plastic scooters or plastic toys etc. on common property are only permitted under strict supervision by adults where attention is paid to the safety of the area and the level of noise caused. Any damage caused by children will be recovered from the party deemed to be responsible, by the trustees. Bicycles and other pneumatic wheeled transportation shall be allowed by residents insofar as they do not cause danger\damage to the property of other occupiers and shall not cause a nuisance or disturbance to other residents. Complaints about the abuse of the above conditions will be followed up and appropriate action will be taken.
- o) Washing of motor vehicles of owners/residents is permitted, but water and soap should not be used to excess and should only be obtained from the unit in question and not from communal taps or taps belonging to another resident/owner. This is regarded as a serious infringement on the rights of other occupants.
- p) It is specifically prohibited for any occupant or service provider/contractor to use the fire extinguishers or fire hoses for any purpose other than the extinguishing of fire.
- q) Hooting on common property and at the gates is not permitted.
- r) Vehicles in excess of 4 tons may not enter the estate as large trucks cause damage to the brick work. Please arrange a shuttle for moving in or out.
- s) Bicycles may not be left on the common property or attached to any parking bay.

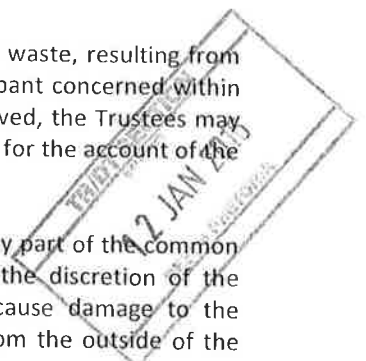
4. DAMAGE TO COMMON PROPERTY

- a) Should any damage of whatsoever nature be caused to the common property by an occupier, and/or any member of his/her family, and/or any of his/her visitors, and/or any of his/her employees, their children or visitors and/or pets, of such occupant, or should such persons cause the body corporate to suffer any loss or incur any expense, such occupant shall be liable to properly repair such damage forthwith, and to forthwith reimburse the body corporate in full in respect of such loss or expense. Balls may not be kicked against or thrown or bounced off the common property walls nor may children write on any of the estate's walls.
- b) If the Trustees instruct a firm of attorneys in connection with or arising out of an infringement by an occupant, the occupant/owner shall be liable to reimburse the body corporate on demand for all legal costs incurred in respect thereof on an attorney-and-own-client scale, including the costs of any tracer appointed or service provider appointed by such attorneys.

5. ALTERATIONS

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- a) Any alteration or addition to the permanent or semi-permanent fixtures of the common property must be applied for first, in writing to the Trustees, and must be approved in writing by the Trustees. Notwithstanding, it is the intention of the Body Corporate that no improvements or changes to common property are permitted in the estate.
- b) Alterations to all exterior, parking bay, and any deviation from the standard currently in existence require the prior written consent of the Trustees whilst it is noted that the Body Corporate has no intention to make changes to the common property in the estate.
- c) No extensions, alterations or improvements to the exterior, or any unit, balcony, patio, stoep, garden or carport, including awnings and security gates shall be affixed or made unless the Trustees have first been given full particulars thereof including where necessary, plans approved by the municipality, and have given permission in writing thereto. 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.
- d) The body corporate has approved covers over pergolas which have tiles, louvre awnings are permitted as well as retractable blinds. Should you wish to install any of these items owners must request permission in writing. The owner will be responsible for installation and maintenance costs thereto. Should the roof cover, awning or blind become worn and in need of repair and/or maintenance, the body corporate will write to the owner giving the owner 30 days to attend to such repairs. Should the repair/replacement not be done within 30 days, the body corporate will have the right to remove such installation on the common property and the cost thereto shall be borne by the owner on his levy account.
- e) Portable gazebos are not permitted on the patios or in gardens for longer than 24 hours, and other items may not protrude above the boundary walls of the patio except for an umbrella which is to be closed after use.
- f) Owners may request permission to install a satellite dish by applying for permission to the trustees in writing. Once approval is given, an approved DSTV installer must be appointed for the installation as the installation will be made on common property. The owner will be responsible for the installation and maintenance repairs. Should the dish become rusted and requires replacement, the body corporate will give the owner 30 days written notice to repair/remove the dish failing which the body corporate will remove the dish at the owner's costs, which will be debited to the owner's levy account. Once a satellite dish is on the common property walls it may not be removed.
- g) All building refuse, building debris and other such building and general waste, resulting from extensions, alterations or improvements shall be removed by the occupant concerned within 3 calendar days. If such building or general waste or other is not removed, the Trustees may cause it to be removed, and all charges in connection therewith shall be for the account of the occupant concerned.
- h) The owner or occupier of a section shall not place or do anything on any part of the common property, including balconies, patios, stoeps and gardens which, at the discretion of the Trustees, is aesthetically displeasing or undesirable or which may cause damage to the common property, including the grass and/or plants, when viewed from the outside of the section.

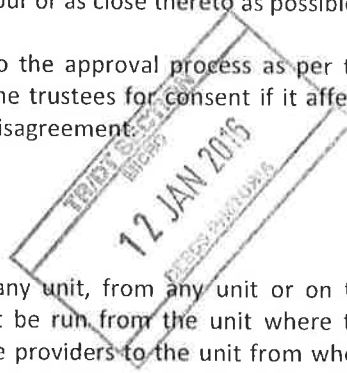


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- i) An owner or person authorised by the owner may install any locking device, safety gate, burglar bars or safety devise for the protection of his unit provided that the design of which conforms to the style of the Estate, conforms with the spray paint colouring of the Estate and fits within the designated guidelines as set out by the Trustees and Estate Manager as per drawing attached hereto. ONLY approved service providers may attend to installations in the estate. Names of service providers are obtainable from the Estate Manager's office. No external burglar bars may be fitted to windows. Expandable security gates may be installed inside the French or sliding doors of a bedroom or patio provided it matches the colour of the frame of the door.
- j) Air-conditioning devices may not be fitted to the external walls or windows of units. Owners wishing to install an air-conditioning device may apply to the Trustees in writing and if the unit cannot be seen from common property and the oscillation will not affect the next door unit and the trunking can be chased into the walls, the Trustees will give consideration to the request.
- k) Bird proofing may be installed upon application to the Estate Manager. All bird proofing must be a matte brown colouring and conform to the Estate Manager's colour guidelines.
- l) Generators are not permitted on common property and may not be linked into any unit.
- m) Jacuzzis are not permitted on the Estate due to weight, water outlet pipes and noise disturbance. Swimming pools may not be placed on patios.
- n) Creating a room in double volume space increases your participation quota in terms of habitable space. Residents may not covert this area without permission and without having the title deed amended to record habitable space which will increase levies to the body corporate.
- o) Any reference to guidelines described within these rules of conduct shall be communicated to all occupiers and/or owners of the Estate from time to time, and all such rules will be provided to the Estate Manager in order to ensure that all occupiers can apprise themselves of these rules and/or any guidelines from time to time.
- p) The portion of the patios which are under roof, are registered in the owner's title and for the owner to maintain. Open patios form part of common property.
- q) When repairing a patio, the tiles must remain the same colour or as close thereto as possible.
- r) Any and all alterations as described herein are subject to the approval process as per the specified guidelines. The estate manager will liaise with the trustees for consent if it affects common property or interpretation of the guidelines is in disagreement.

6. **BUSINESS ACTIVITIES / SIGNS & NOTICES**

- a) No business, profession or trade may be conducted in any unit, from any unit or on the common property. This means that a business may not be run from the unit where the resident receives client's and/or customer's and/or service providers to the unit from where the business operation is handled.
- b) A resident who resides in the unit may work from home on his computer.



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- c) No visitor, owner or occupier of a section, shall exhibit, distribute or place any sign, notice, billboard, armed reaction company warning notice, advertisement or publicity of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the Trustees first having being obtained.
- d) Estate Agents are permitted one sign board being either: "To Let", "For Sale" or "On Show" on the left hand side of the main entrance on a Sunday only. Board must be removed by 6pm on the Sunday failing which the estate security personnel will be empowered to remove such signage. Estate agents are permitted up to a maximum of 5 pointer boards within the estate on the Sunday on which the unit is on show.
- e) Owners are encouraged to ensure that they use Estate Agents accredited with the estate by the Estate Manager and estate agents are in possession of a current identity card issued by the Estate Manager for entry purposes.
- f) Owners may use any reputable agent of their choice, provided that the Estate Agent is aware of the day-to-day operational procedures that form part of the conduct rules of the Estate and this includes various forms and notices as well as movement control forms and procedures.

7. LITTERING / ABLUTION

- a) An owner or occupier of a section shall not deposit, throw, or permit or allow the deposit of or throwing of, any rubbish onto the common property, which rubbish includes dirt, cigarette butts, food scraps, bottles, plastic or any other litter of whatsoever nature.
- b) Should any owner, occupier and/or tenant fail to abide by the terms of this clause 7, such individual shall be liable to a fine as imposed by the Trustees.
- c) It is expressly prohibited for any resident to dispose of any sanitary items, including nappies, towels, products of a feminine nature or any other item that may result in a blockage of the sewerage systems and / or pipes of the Estate, by flushing / rinsing such items down the sinks or the toilets of any unit. Should any resident be found to be guilty of such an offence, they will be liable to a fine and be personally responsible for the costs associated in cleaning the blockage and restoring the common property.
- d) Cooking oil and any other substance which will affect the drainage system may NOT be thrown down any drain.

8. LAUNDRY – WASHING

- a) An owner or occupier of a section shall not erect his/her own washing line on any part of the building, patio or the common property.
- b) The trustees have approved a fold down washing line and a retractable line, which may be affixed to the side of the common property walls. Residents must request permission from the trustees in writing, to erect a washing line on the common property wall. The cost for this would be at the resident's cost. Once the washing line is attached to the common property wall, it may not be removed off the wall unless permission is sought and the resident repairs the holes and paints the entire panel of the wall.

THIS SECTION  
APPROVED  
12 JAN 2016  
BY THE TRUSTEES

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- c) The strings to the washing line must be kept in good order. If they are not attended to, the resident will receive a letter from the body corporate requesting that the washing line is fitted with new strings and failing this, the washing line will be removed by the body corporate at the cost of the owner.

9. STORAGE OR INFLAMMATORY MATERIAL & OTHER DANGEROUS ACTS

- a) An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.
- b) No firearms, pellet guns, paint ball guns, catapults or bows and arrows may be discharged on or over the common property. No fireworks of any kind are allowed to be set off within the boundaries of the estate, at any time for any occasion.
- c) Inflammable or other dangerous material or articles may not be brought onto the common property or elsewhere except in such limited quantities as are allowed under the Insurance Policy.
- d) Fireworks are not permitted in the estate at any time.

10. LETTING OF UNITS

- a) Owners who let their units to tenants must advise the Estate Manager of the name and full details of the tenant.
- b) It is the owner's responsibility to ensure that their tenants sign a copy of these Conduct Rules which must be attached to the owner's lease agreement and signed by the tenant. Non-compliance with the provision of this clause shall not constitute a defence to breach of these conduct rules. Moreover, it shall be deemed that any owner, who leases his / her immovable property to any tenant, has complied with the terms of this clause, and such owner confirms that he / she shall be held personally responsible from any breach by said tenant / lessee, including liability which may attach by virtue of a fine.
- c) All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- d) No such letting shall in any way release the owner from any of his obligations to the body corporate in terms of the management and conduct rules or in terms of the Act.
- e) Owners must complete the Estate Manager's owner or tenant forms, movement control forms for moving into the estate and instruct the tenant to complete all other management forms required in the estate from time to time and ensure that the movement control form for moving out is completed by the tenant and returned to the Estate Manager no later than 72 hours prior to the move for verification of the move by the owner. A movement control form is also required for the movement of any furniture out of the estate even if the resident is not moving out to ensure that the item of furniture being moved out is not from a furnished apartment and belongs to the owner.
- f) Owners **must** provide tenants with a remote control. Should a tenant have a partner living in the unit, the owner is obliged to supply the tenant with an additional remote control for

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security reasons. Tenants will not be issued with remote controls for security reasons. It would be prudent for owners to acquire an extra remote control for themselves so as to allow themselves into the estate at any time. Owners should record in their lease agreements how many remote controls are handed to their tenants to ensure that the same number of remote controls are returned to the owner when the tenant vacates the property.

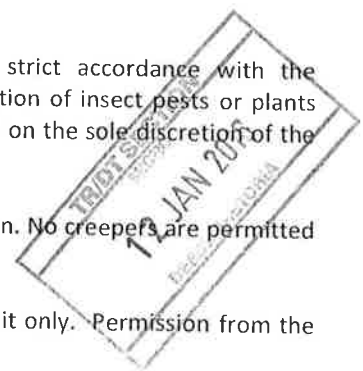
- g) Any resident who is not in possession of a remote control will be required to sign in the visitors access control register each time they enter the estate.

**11. ERADICATION OF PESTS**

An owner shall keep his section free of white ants, borer and other wood destroying insects. To this end the owner or occupier shall permit the Trustees, the managing agent, and their duly authorized agents or employees, to enter his section from time to time, for the purpose of inspecting the section and taking such action as may be required to eradicate any such pests as may be found within the section. Replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

**12. GARDENING & PLANTS**

- a) All gardens are common property.
- b) The garden service company will attend to internal gardens on a Wednesday and Thursday weather permitting and garden gates are to be left unlocked. The garden service mow lawns, turn beds and water gardens once a week, unless otherwise requested. Residents in garden units must water their own gardens on other days.
- c) Gardens and plants on the common property are for the enjoyment of all residents and no intentional or negligent damage will be tolerated. Removal of plants is not permitted unless authorized by the Trustees. Occupiers, owners and tenants shall be responsible for any such damage. No gardens may be altered in such a manner as to restrict the thoroughfare of any part of the common property.
- d) Occupants are encouraged to improve the gardens outside their units, with written consent from the Trustees as long as the indigenous plant theme of the estate is maintained. Declared weeds and alien invader plants shall be eradicated and shall not be planted.
- e) Large trees may not be planted in the gardens or close to walls.
- f) Insecticides, pesticides, fungicides and herbicides shall be used in strict accordance with the instructions for use on the manufacturers' label. No large scale eradication of insect pests or plants shall be undertaken by an owner or occupier. Large scale control is done on the sole discretion of the Trustees.
- g) No creepers or ivy are permitted to grow on the exterior walls of a section. No creepers are permitted to grow over any pergola or downpipe.
- h) An approved tool shed may be housed on the side of a free standing unit only. Permission from the trustees and guidance as to the kind of tool shed is required.



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- i) Pot plants or any other items may not be placed on any flat surface of any patio wall. Should this item fall over due to wind or any other reason, it can cause serious harm to any person, animal, car or carport below and will prejudice the insurance policy due to negligence.
- j) Water features, or other similar features may be installed in an exclusive use garden only if approval has been obtained from the trustees.

**13. SUPERVISION OF CHILDREN**

- a) Occupants shall properly supervise their children, their children's friends and children of their visitors so that no provision of these rules is infringed, that no nuisance is caused to any occupant, and that no damage is caused to the property of any occupant or to the common property or any unoccupied unit.
- b) Parents are to ensure that children take care when using the swimming pool and playing within the common property. The use of all common ground shall be entirely at own risk and neither the body corporate nor the Trustees accept any responsibility of whatsoever nature in respect of any harm, loss and/or damage sustained by any person in the course of, incidental to or in connection with using the facilities.
- c) Children under the age of 14 must be accompanied by an adult over 18 years who is able to swim and be skilled and equipped to handle any emergency at the swimming pool.

**14. EMPLOYEES**

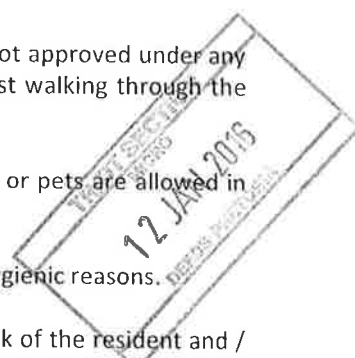
- a) Occupants shall ensure that their domestic employees do not loiter on the common property.
- b) All employees must be registered with the Trustees. Only registered employees will be allowed on to the premises. Accordingly, family, friends and visitors of employees are expressly excluded.
- c) Domestic workers will only be permitted entry into the estate on the day provided for on the identity card. Should a domestic worker be required to work on an alternative day, the security officer must be advised in writing by the resident.
- d) Employees must complete a domestic worker application form, furnish 2 colour identity photographs, and furnish a valid South African Identity Document or Valid Home Affairs Documents stating Asylum Seeker, Refugee Status or Work Permit. The Estate Manager will manufacture the identity card and the cost thereof is to be paid in cash to the Estate Manager.
- e) Under no circumstances can an employee or contractor be provided with a remote control for the estate's gates for security reasons.
- f) Residents shall not request any contractor of the body corporate or employee of such contractor of the body corporate to perform work on their behalf.
- g) Residents wishing to give their domestic worker a parcel, may do so if the domestic worker has a written letter from the residents to this effect. If there is no letter signed by the resident, the security guards will remove the parcel being taken out of the estate and the resident can recover the parcel no later than the following day. Residents are to include their phone numbers on the letter written for verification purposes.

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15. ENTERTAINMENT AREA - CLUB HOUSE - GYMNSIUM – TENNIS COURT

**ENTERTAINMENT AREA & CLUB HOUSE:-**

- a) Smoking in the club house is prohibited in terms of the Act.
- b) The entertainment area is for use by occupants only. Guests must be accompanied by an occupant. Guests or residents should not monopolise the entertainment area.
- c) For exclusive use of the club house consisting of the enclosed entertainment area only, a resident will be required to pay, via EFT a deposit of R1350 – or as determined by the Body Corporate, (R1000 of which is refundable should there be no damage to the club house or surrounds or disturbance of the peace), into the account of the managing agent, who will hold such deposit in trust to ensure that no damage is sustained to the club house and its surrounds. Any deposit shall be refunded within 5 working days after any resident has hired the club house, save where such deposit is to be used to pay for any damage sustained to the club house.
- d) Hiring of the club house facility for exclusive use does not include the use of the swimming pool and braai area which is to be left available for residents of the estate to use at the same time.
- e) The maximum number of guests permitted for exclusive use bookings is not unlimited. Reservations must be made 7 days prior to the event by contacting the estate manager's office. The estate manager's office will furnish a reservation form and indemnity for signature. Once the documents are signed, proof of deposit is attached and a guest list supplied with names, telephone numbers and vehicle registrations, the reservation will be confirmed. The club house closes at 24h00 on a Friday and Saturday night.
- f) Occupants must leave the entertainment areas clean and tidy immediately after use. The use of musical equipment is limited to hand-held and/or battery powered devices only, which devices must abide by these Conduct rules relating to noise.
- g) Children under 16 years of age must be supervised by an adult person over 18 years of age at all times at the entertainment areas, unless written permission has been granted by the Trustees.
- h) No glass objects or bottles are permitted in the pool or within 1 metre of the pool.
- i) Alcohol is not permitted in the swimming pool area.
- j) Bathing costumes must be worn at all times. Underwear for swimming is not approved under any circumstances. Residents must wear clothing over bathing costumes whilst walking through the estate to the entertainment area.
- k) The gate to the pool area must be kept closed at all times and no animals or pets are allowed in the entertainment area.
- l) Pets may not be taken into the swimming pool or entertainment area for hygienic reasons.
- m) The entertainment area and the swimming pool are used entirely at the risk of the resident and / or the resident's guests. Anyone entering the pool area hereby releases the Body Corporate from all responsibility of whatsoever nature in respect of any harm, loss and / or damage sustained in the course of, and incidental to or in connection with being on the premises.



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- n) Any resident who causes damage to any furniture will be liable for its replacement or replacement value. In the event that no resident, occupier or user of the furniture can be located, the owner / tenant who made use of the clubhouse and/or hired out the clubhouse shall be deemed to have caused the damage. Inspection by Estate Security prior to and consequent to any event shall ensure that the clubhouse is properly maintained.
- o) The club house must be vacated at 22:00 nightly and on public holidays so as not to cause a disturbance to surrounding units, except on Friday and Saturday evenings, wherein the curfew shall be extended to 24:00 (12pm).

**GYMNASIUM:-**

- a) The Clubhouse and Gymnasium are Common Property maintained by the Trustees. Residents using these facilities will be expected to abide by the Rules, set out by the Body Corporate from time to time, which are necessary for the optimum benefit of all residents and to prevent inconvenience and injury. The Rules of the Clubhouse and Gymnasium form part of these Conduct Rules.
- b) The Body Corporate reserves the right of admission to the Clubhouse and Gymnasium, which right can be exercised by any of the Trustees, if required, and whose decision is final.
- c) The Clubhouse and Gymnasium are for the use of residents only and equipment may not be removed.
- d) Should a tenant wish to become a member of the gym, the owner must authorise that the monthly gym membership fee (as determined by the trustees) may be debited to the owner's levy account and the owner will in turn recover this amount from the tenant via their rental agreement. Once the relevant forms have been completed and a deposit for the key paid, plus the first month's membership, the estate manager will meet with the resident and hand over a key for the gym.
- e) Residents signing the indemnity and gym membership must sign that they are fit and in a good state of health before gym membership will be approved. Children under the age of 16 may not use the gym equipment.
- f) The equipment can be dangerous if used incorrectly, and consequently inexperienced users and children are not allowed in the Gymnasium unless under the supervision of a responsible, experienced adult. The Body Corporate shall not accept responsibility for the safety of anyone using the Clubhouse or Gymnasium, or its equipment.
- g) The Clubhouse is situated in a residential area and therefore users should observe orderly conduct and reasonable noise levels; ensure that the Rules are observed and that inconvenience to neighbours is avoided.
- h) Residents in units in the vicinity of the Clubhouse must recognise that it is a facility where people are intended to enjoy themselves and that a certain amount of noise can be expected from time to time. Any complaints should be politely addressed to the Trustee responsible for the Clubhouse, or to the Chairman of the Trustees.

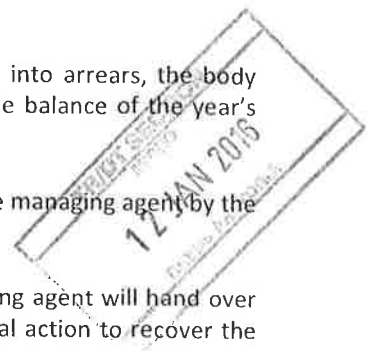
**TENNIS COURT:-**

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- a) The Body Corporate reserves the right of admission to the tennis courts and will exercise this right in respect of individuals who persistently breach these Conduct Rules, or who deliberately cause danger to other players.
- b) The tennis courts are primarily for the use of residents and their guests, the number of which at any one time must not be such as to prejudice the comfort and convenience of resident users. The Trustees reserve the right to restrict the use of the facilities by guests.
- c) The Body Corporate, Trustees, Managing Agent or any other employee of the Body Corporate shall not be responsible for the safety of anyone on the tennis court and users avail themselves of the facility entirely at their own risk.
- d) The tennis court lies adjacent to certain residential units and users should observe orderly conduct, reasonable noise levels and ensure that residents are not inconvenienced.
- e) Similarly, residents of units in the vicinity must accept that the tennis court is a recreation facility which will often contain children and young people who cannot reasonably be expected to remain completely silent.
- f) As with other Common Property, any damage done to the tennis court, its environment or equipment by an Owner, resident, guest, child or animal is the responsibility of the Owner involved.
- g) It is the responsibility of those who used the facilities to ensure that the lights are switched off.
- h) No glass bottles and/or glasses and/or foods and beverages are permitted on the court itself.
- i) No animals are permitted inside the tennis court.
- j) No roller blades, skateboards or anything causing undue wear and tear are permitted on the tennis court.
- k) Users of the tennis court are to have regard to suitable dress when using the tennis court and have consideration for fellow residents and users of the surrounding area.

16. PAYMENT OF LEVY

- a) Levies are paid monthly over a 12 month period. Should levies fall into arrears, the body corporate will hand the matter over to the estate's attorneys and the balance of the year's levies will become due and payable.
- b) Payment in full of the Body Corporate account **must** be received by the managing agent by the 1<sup>st</sup> of each and every month.
- c) Should payment not be received by the 7<sup>th</sup> of the month, the managing agent will hand over the account to the estate's attorneys on the 8<sup>th</sup> of the month for legal action to recover the remainder of the full year's levies.
- d) Should the account still be unpaid, the electricity supply to the unit may summarily and without warning be suspended. The trustees, managing agents or its employees will not be liable for any damage caused as a result of disconnection.



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- e) Interest is payable on late payments at a rate determined by the Trustees from time to time who shall be guided by the prime interest rate and the interest rate charged by the courts.
- f) The consumption of electricity and water by individual units is measured monthly and owners shall be liable for payment upon receipt of the invoice or levy statement.
- g) Owners failing to pay their Body Corporate account timeously may at the discretion of the Trustees be handed over to the body corporate attorneys, the cost of which will be borne by the owner concerned as per the Sectional Titles Act, and the cost of which will be based on an attorney-and-own-client scale and recoverable directly from the owner.
- h) Trustees will be entitled to de-activate remote controls belonging to units where owners are in arrears with their levy and/or electricity payments. The costs of de-activation and re-connection of remote controls are to be borne by the owner. Residents will be required to sign in as a visitor each time they enter the estate until such time as the arrears are brought up to date.

17. NOISE

- a) Radios, tape decks, televisions, musical instruments and other sound producing devices shall not be played or used in such a manner as to interfere with any resident's / occupant's enjoyment of his/her unit / section or the common property at any time.
- b) Automobile hooters and alarms shall not be sounded on the common property at any time by an occupant, and / of any member of his / her family, and / or of his / her guests, and / or of his / her children or their guests.
- c) No unacceptable or unreasonable noise shall in essence emanate from any unit at any time so as to disturb surrounding units.
- d) No band practising is allowed within the complex.
- e) Building alterations can only take place Monday to Friday from 8:00 am to 5:00 pm and on Saturdays from 10:00 am to 12:00 midday.
- f) Residents may not entertain their guests on their patios after the curfew times in consideration of neighbours. No braaing on loft patios or in garden units after curfew times mentioned (22:00 weekdays and Sundays; 24:00 – Fridays and Saturdays).
- g) All motor vehicles must be maintained in such a manner as not to exceed the Automobile Association permissible noise level, this includes all working parts.
- h) An owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of the common property, or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or inconvenience to any other owner or occupier of a section, to the Trustees or staff of the body corporate or to any other person lawfully present. In particular, an owner or occupier shall not cause a nuisance by harassing the Trustees, managing agents, estate manager or the staff by making incessant and or unreasonable demands for information, attentions or the performance of a function.

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18. **BRAAING**

- a) Braaing must be confined to the garden and loft patios only, with no braaing under cover for safety considerations.
- b) Braaing in gardens or patios after curfew times is not permitted.
- c) Fires and/or braais are not allowed on the common property save for the designated braai area at the swimming pool area. The braai area at the swimming pool must be cleaned after use, failing which the user shall be liable to a fine by the Trustees.
- d) Owners and occupiers shall ensure as far as possible that the smoke from a braai does not cause a nuisance to the other owners or occupiers.
- e) Should there be a valid complaint from other owners or occupiers regarding smoke inconvenience, the ground or upper floor units will be notified and requested to stop braaing in that specific garden or upper floor patio. If the ground floor or upper loft patio unit does not abide by this decision, a fine will be imposed on that resident / occupant.

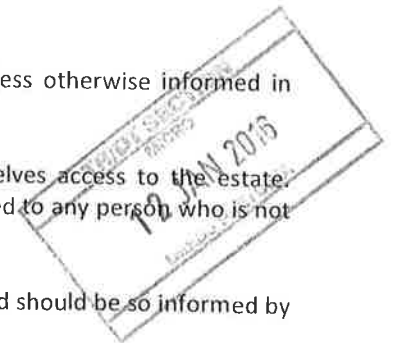
9. **FIRE PROTECTION**

- a) An owner or occupant shall not repair, alter or interfere with the electrical supply on the common property. Electrical faults shall be reported to the Trustees or estate manager.
- b) Electric and gas appliances in units shall be maintained in good order by the owner or occupiers and when necessary repaired by a registered technician.
- c) Owners and occupiers shall take due care to avoid creating a fire hazard e.g. overloading of power points. Excesses on insurance claims will be for the owners account.
- d) An owner or occupier shall not store any material or do anything which will or may put the premises at risk of damage or increase the rate of the premium payable by the body corporate on insurance policies. Gas bottles shall not exceed 9kg and shall be stored in a safe, ventilated area and maintained by a professional service provider.

20. **SECURITY AND ACCESS CONTROL**

- a) Access control protocols apply 24 hours per day and are as follows, unless otherwise informed in writing:

All residents must obtain a remote control in order to allow themselves access to the estate. Under no circumstances should a spare gate remote control be provided to any person who is not resident in the estate.
- b) All visitors must adhere to the procedures as set out by the trustees and should be so informed by the occupant they are visiting.
- c) The visitor must contact the security guards and announce himself to the guard and advise the guard which unit number he is visiting.



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- d) The guard will contact the unit on access control system on the phone numbers provided by residents, who will give permission and press '9' on their phones.
- e) No mistreatment or ill-treatment of the security personnel shall be allowed by any resident.
- f) In the event that any resident of the Estate is found to abuse the security personnel in the operation of their duties as the custodians of the Estate's security, then such resident shall be liable for a fine.

**21. SETTLEMENT OF DISPUTES**

- a) The Conduct Rules are designed to prevent disputes between residents and others occurring, and provided all accept and abide by them, few are expected. Nevertheless, no rules can be comprehensive and a procedure is required for the settlement of any disputes which do occur.
- b) Before making a complaint, residents should consult these Conduct Rules to establish whether or not the grounds for complaint are reasonable.
- c) In the event of annoyance, or complaints occurring between residents of units, a polite conversation between the parties concerned to settle the matter must be attempted. This should be done with consideration and tolerance.
- d) In the event that a complaint (dispute) cannot be settled or resolved, the matter should be brought in writing to the Trustees or Managing Agent, who will investigate the complaint, decide on its merits and act as arbitrator, if so warranted. The complaint will be registered in the incident register pending further action as may be decided by the Trustees.
- e) The Trustees may require that a complaint be submitted to them in the form of an affidavit before they can act on it.
- f) If the dispute still remains unresolved, the matter is then referred to arbitration by the Managing Agent and/or the Trustees. The complainant must declare a dispute with the Trustees/Managing Agent and/or a third party, in writing, and the names of three Arbitrators are then put forward by the Managing Agent. All costs relating to the Arbitration are for the complainant's account or in terms of the award of costs made by the Arbitrator.
- g) The Arbitrator's ruling is final and is made an Order of the Court.

**22. GENERAL**

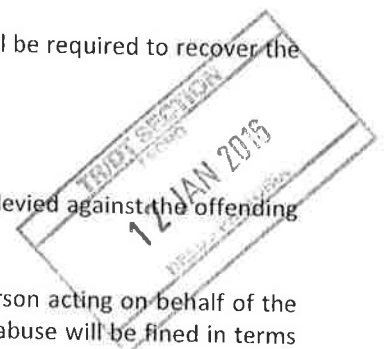
- a) The Trustees shall have the right to take any reasonable action deemed fit to prevent any infringement of these rules.
- b) Common property and garden areas must at all times be kept tidy insofar as may be possible. All residents of the Estate are required to show the utmost diligence and courtesy in the use and enjoyment of the Estate.
- c) Curtains or blinds may be fitted to the inside of the windows of units but must be hung properly on curtain rails or fitted within the window frame.
- d) Curtains may not be folded over rails, torn, or hung in any manner which detracts from the harmonious appearance of the estate. Covering of windows does not include sheets, towels, duvets, mattresses, headboards, cardboard boxes or paper or any other item which is not a curtain or a blind.
- e) No stones, rocks or other solid objects of any kind may be thrown on the common property.

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- f) No alcohol may be stored or consumed on the common property.
- g) Smoking in the club house is prohibited.
- h) Smoking of illegal substance on the common property and in units is strictly prohibited.
- i) An occupant shall not do or permit to be done in his unit or on the common property anything which will or may increase the rate of premiums payable by the body corporate or any insurance policy.
- j) Further to clause 3(p) above, and in terms of the National Environmental Management Act, no substances or chemicals may be permitted to enter through any means whatsoever the storm water drainage system that may infringe or have impact on the environment
- k) All complaints must be lodged in writing and sent to the estate manager. A sincere endeavour will be made to meet such complaints as long as such complaints are not wilfully malicious and the rights of other residents are not affected.
- l) An occupant shall not place or do anything on any part of the common property (including balconies, patios, verandas and gardens) which when viewed from the outside of the unit is, at the discretion of the Trustees, aesthetically displeasing or undesirable.
- m) No occupant can store or create a storage space in the roof trusses over any balcony or like area of the common property.

### **23. PENALTIES AND INFRINGEMENT OF RULES**

- a) The Trustees reserve the right to impose penalties, at their discretion from time to time on any occupant and/or visitor(s) who may breach any of the registered rules and day to day management and operational procedures.
- b) Penalties will be charged at R1000 for breach of any rule and may be increased at any time at the discretion of the trustees.
- c) The penalty of R1000 will be re-levied monthly until such transgression is rectified apart from pet transgressions in which case the fine shall continue fortnightly until the breach is remedied.
- d) Penalties for breach of any of the conduct rules and day to day management and operational procedures will be imposed on the owner of the offending unit.
- e) Owners levies accounts will be debited with the penalty and the owner will be required to recover the penalty from their tenant or visitor.
- f) Owners/residents are responsible for the actions of their visitors.
- g) Should there be a noise violation in terms of these rules a penalty will be levied against the offending party at the discretion of the trustees.
- h) Abuse towards security guards, Trustees, estate manager or any other person acting on behalf of the body corporate will not be tolerated and residents lashing such insults or abuse will be fined in terms of these rules.



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- i) Save with the written permission of the Trustees, the maximum number of residents per unit shall be two persons per bedroom, as per registered drawings.
- j) Kick boxing bags, hammocks, gym equipment or any other items or plants, may not be hung from the roof trusses.
- k) Gym equipment may NOT be stored or used on the patios or in the gardens.
- l) No persons may conduct any type of slaughter of animals anywhere in the estate. Furthermore freshly slaughtered/un-hung/un-bled carcasses may not be brought into the estate. No 'gutting' of any animals is permitted except for food prepared on a small scale in the kitchen of the unit concerned.
- m) Mail / post will not be collected, delivered or handled in anyway by the guards or other estate management staff. Residents must ensure their own postal delivery by way of post office boxes or other means.
- n) Covered patios (floor area space) are registered in the owner's title, form part of that section and are to be maintained by the owner.
- o) Patios are to be used for patio furniture and outdoor living only. Wendy houses, sheds or indoor cupboards of any description, boxes, car tyres, fridges, washing machines, mattresses or any other item which is not outdoor furniture, may not be stored on any patio or in any garden.
- p) Patio furniture and any other item may not be stored on the grass causing the grass to die and also which detracts from the harmonious appearance of the estate.
- q) Residents / occupiers / tenants may **not** unreasonably restrict the Trustees or their agents from inspecting units which require maintenance by the body corporate.
- r) Fireworks are not permitted in the estate under any circumstance.



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