CONDUCT RULES

FOR THE SCHEME KNOWN AS

SUMMIT & COVE BODY CORPORATE

Made in accordance with Section 10 of the Sectional Titles Schemes Management Act 8 of 2011

INDEX

ITEM: DESCRIPTION:

1. Title Page

2. Index

3. **PART A:**
   Introduction
   Synopsis of the Governing Legislation of Sectional Title
   What do you actually own?
   What is Sectional Title?
   What is Common Property? What is meant by Exclusive Use?
   Who Controls the Common Property? What is the Body Corporate?
   Who are the Trustees? Who makes the Rules? Can the Rules be changed? What is the Levy?
   How is the Levy Calculated?
   Can the Levy be changed at other times?
   What are Managing Agents?

4. **PART B:**

   Procedure Regarding Contravention of the Conduct Rules

   Process on Contravention of the Conduct Rules

5. **PART C:**
   The Conduct Rules
   Rule 1: Trustees
   Rule 2: Interpretation
   Rule 3: Letting of Sections
   Rule 4: Storerooms
   Rule 5: Business Activities/Signs/Notices
   Rule 6: Occupiers/Visitors/Contractors/Employees
   Rule 7: Damage/Alterations/Additions to the Common Property
   Rule 8: Appearance from Outside
   Rule 9: Security
   Rule 10: Pets
   Rule 11: Slaughtering of Animals for Cultural, Religious or Other Purposes
   Rule 12: Sanitary Services/Refuse Disposal/Recycling/Littering
   Rule 13: Vehicles, Vehicles On Common Property And Parking
   Rule 14: Television Dishes/Aerials/Satellite Dishes/Data Cables
   Rule 15: Generators
   Rule 16: Laundry
   Rule 17: Storage of Inflammatory Material/Other Dangerous Products or Acts
   Rule 18: Eradication of Pests
   Rule 19: Supervision of Children
   Rule 20: Braaing and/or open fires
   Rule 21: Gas Appliances

Rule 22: Noise
Rule 23: Maintenance
Rule 24: Gardens
Rule 25: Fire Fighting Equipment
Rule 26: Air Conditioning Installation
Rule 27: Communication in Regard to Complaints and Grievances
Rule 28: Non-Liability for inadvertent, accidental or unintentional acts
Rule 29: Administration
Rule 30: Exclusive use area

Annexure "A" - Resident Access Control Form

Annexure "B" – Movement Control Form

Annexure "C" – Schedule of Fines and Penalties

6. **PART D:**

Acknowledgment and Undertaking to Abide by Rules

PART A
INTRODUCTION

1. The primary objective of the Summit & Cove Body Corporate (hereinafter referred to as "**the Scheme**" or the "**Body Corporate**") and the Rules and Regulations applicable to the Scheme, is to preserve and enhance the security and use of the common property of the Scheme for the enjoyment of all residents and it is the intention of these Conduct Rules to protect these objectives.

2. A Sectional Title lifestyle brings together people from diverse backgrounds, age-groups, interests, and philosophies. Often, the only common factor is ownership and/or the occupancy of a Unit in the Scheme in which they live. Inevitably, integrating such diverse backgrounds into a stable, harmonious, and successful Scheme presents problems.

3. The Sectional Title Schemes Management Act 8 of 2011 ("**the Act**") prescribes Management and Conduct Rules that apply to every Sectional Title Scheme and has laid down the framework for running such a Scheme. The Act allows some rules to be changed, providing none of the changes go against the spirit of the Act. The procedures to effect these changes are prescribed in the Act and must be carefully followed.

4. The success or failure of most Schemes rests almost entirely with the Trustees. The role of a Trustee is not an easy one. It is time-consuming, often frustrating, requires sensitivity, the patience of a saint, the wisdom of Solomon, and, just occasionally, the hide of a rhinoceros! A Trustee is a manager, negotiator, mediator, and peacemaker. A Trustee needs to understand the Act and must be able to interpret the Conduct Rules and guide the Body Corporate. A Trustee must be able to understand and control budgets and accounts. Most Trustees are laymen without a legal or accounting background, so their task is tremendous.

5. These Conduct Rules have been established in accordance with the Sectional Title Schemes Management Act 8 of 2011. They are binding upon all occupants (members/tenants) of the Scheme and it is the intention that any decision taken by the Trustees in interpreting these Conduct Rules is read to specifically include all residents as per this clause.

6. The registered owners of units in the Scheme are responsible for ensuring that members of their families, tenants, visitors, friends, contractors, employees, invitees, and any other person abide by these Conduct Rules.

7. Harmonious community living is achieved when residents use and enjoy their private property as well as public or common areas within the Scheme with due consideration for other residents and the Scheme at large. General consideration of all residents by and for each other, and an attitude of acting as a single community unit will greatly assist in assuring harmonious relationships between the residents in the Scheme.

8. In the event of annoyances or complaints, the parties involved should attempt, as far as possible, to settle the matter between them, exercising tolerance and consideration not only for each other but also for other occupants (members/tenants) within the Scheme. When a problem cannot be resolved, the matter should be brought to the attention of the Trustees for further recommendation in terms hereof. The Trustees, who meet on a regular basis, will only entertain written submissions by both parties involved. The Trustees reserve the right to appoint independent arbitrators or mediators to attend to the dispute (at a joint cost to the affected members) if they cannot decide or resolve the matter themselves.

9. The decision of the Trustees is final in respect of the interpretation and application of these Conduct Rules, and all occupants (members/tenants) agree that this is necessary to facilitate the effectual enforcement thereof.

10. These Conduct Rules are subject to change from time to time upon the adopting of a resolution as provided for in the Sectional Title Schemes Management Act 8 of 2011. Amended Conduct Rules will be sent to all members and residents and will always also be available from the Scheme Trustees.

11. Conduct Rules marked with an asterisk at the end of the Rule indicate that the Scheme may levy a fine for breach of such Rule as set out in the schedule of fines, fees, and penalties, added to these Conduct Rules. Owners/occupants are encouraged to make themselves familiar with the provisions regarding the implementation of such fines.

12. All fines and penalties shall be applied as per the Schedule of Fines and Penalties (annexed hereto as annexure “C”)

13. **SYNOPSIS OF THE GOVERNING LEGISLATION OF SECTIONAL TITLE**

13.1. **WHAT DO YOU ACTUALLY OWN?**

13.1.1. You own the inside of the property i.e., the space contained by the inner walls, ceilings & floors of the section. You are entitled to paint or decorate or undertake alterations as desired (excluding balconies), providing such alterations do not infringe on municipal by-laws.

13.1.2. In buying into a Scheme, you will acquire a Section (or Sections), and a share of the Common Property. These are collectively known as a Unit. In practical terms, a Section is usually a flat or townhouse, but may also be a garage, domestic staff room, parking bay or external storeroom. Please note that in many Schemes, the garage and external rooms may NOT be sections, but may be part of the common property in which you may have Exclusive Use as indicated in the Sectional Title Diagrams.

13.1.3 The outside of the building is owned and administered by the Body Corporate. In the interest of keeping uniformity, therefore, minor changes may be approved (in writing) by the Trustees. This includes all external changes, i.e., aerials, satellite dishes, awnings, enclosures, changing of exterior colour schemes, etc.

13.1.3. Any major structural changes must be done in accordance with government and municipal approval and before proceeding, with the Body Corporate's approval, as any alterations may change the look of the property or increase the insurance.

13.1.4. No reasonable request may be refused.

13.1.5. As regards common property, allocated for individuals' exclusive use, such areas as indicated on the original plans or subsequently in writing, from the Body Corporate, may not be altered or reclaimed, without the member's consent.

13.2. **WHAT IS "SECTIONAL TITLE"?**

13.2.1. A Sectional Title Development Scheme (usually referred to as a "Scheme or Community Scheme"), provides for separate ownership of sections developed on a specific property/ies, by individuals. These Schemes fall under the control of the Sectional Titles Act, No. 95 of 1986 (and its amendments), which came into force on 1 June 1988 and the Management of the Scheme under the Sectional Title Schemes Management Act 8 of 2011.

13.3. **WHAT IS "COMMON PROPERTY"?**

The Common Property is that part of a Scheme which does not form part of any section. Driveways, gardens, swimming pools, corridors, lifts, and entrance foyers are good examples of common property. As mentioned above, some parts of the common property may be designated as Exclusive Use areas.

13.4. **WHAT IS MEANT BY "EXCLUSIVE USE"?**

13.4.1. Often this will be a garden or patio attached to a section, in which case you do not OWN the garden or patio, but you have Exclusive Use of those areas for as long as you are an owner in the Scheme. A balcony attached to a flat is sometimes designated as an exclusive use area, although in most cases, the balcony forms part of the section.

13.5. **WHO CONTROLS THE COMMON PROPERTY?**

13.5.1. The common property is controlled by the Body Corporate. There are no exceptions to this rule. This means that even though parts of the common property are designated exclusive use areas, these areas are still controlled by the body corporate and therefore subject to the rules of the Scheme. These Conduct Rules might prohibit "braaiing" in an exclusive use garden or balcony, control the type of fence or wall erected around a garden, or prevent the installation of a plunge pool or spa bath without first obtaining the consent of the Trustees.

13.6. **WHAT IS "THE BODY CORPORATE"?**

13.6.1. The Body Corporate is the collective name given to the legal entity who represents all owners in a Scheme. It comes into existence as soon as the developer of the Scheme transfers a Unit to a new owner. All registered owners of Units in a Scheme are members of the Body Corporate. The Body Corporate controls and runs the Scheme. Day-to-day administration of the Scheme is vested in Trustees who are appointed by the Body Corporate.

13.6.2. Major decisions regarding the Scheme are made by the Body Corporate, usually at the Annual General Meeting (AGM), or at a Special General Meeting. At these meetings, matters which affect the Scheme are discussed, Budgets are approved, rules can be changed, and Trustees are appointed - often accompanied by lively discussions!

13.6.3. Each member of a Body Corporate is entitled to vote at these meetings, providing that members shall not entitled to vote if the member fails or refuses to pay the body corporate any amount due by that member after a court or adjudicator has given a judgment or order for payment of such amount or that member persists in the breach of any of the conduct rules of the scheme after a court or an adjudicator has ordered that member to refrain from breaching such rule.

13.6.4. An individual member's voting power is governed by the member's percentage ownership of the

common property. This percentage is known as the Participation Quota.

13.7. **WHO ARE THE TRUSTEES?**

13.7.1. The Trustees are usually owners in a Scheme who have been entrusted with the task of looking after the Scheme on a day-to-day basis. Trustees are appointed by the Body Corporate. The minimum number of Trustees for a Scheme is two. The Act does not specify the maximum number.

13.7.2. Ideally, a trustee should possess skills or qualities which will be of benefit to the Scheme. Accounting or legal knowledge, organisational abilities, knowledge of electrical or mechanical matters, the ability to type or bookkeeping skills are much in demand and can save the Body Corporate a lot of time and trouble! It is permissible to

appoint as trustee someone who does not own a unit in the Scheme, although this is not common practice.

13.7.3. Trustees work on a voluntary, unpaid basis. At the first meeting after being appointed, the Trustees elect a chairman who usually holds office until the next AGM.

13.8. **WHO MAKES THE RULES?**

13.8.1. At the inception of a Scheme, Management and Conduct Rules are established. These rules form Annexures 1 and 2 to Regulation 10 of the Sectional Title Schemes Management Regulations and can be amended or added to by the Developer of the Scheme. As its name implies, the Management Rules control the running or management of the Scheme, while the Conduct Rules lay down guidelines for the conduct of owners and their guests or tenants.

13.9. **CAN THE RULES BE CHANGED?**

13.9.1. Yes. The Body Corporate can change the Rules, providing that these changes are not against the spirit of the Sectional Title Schemes Management Act. The procedure which must be followed before rules can be changed is clearly defined in the Act. Proposed changes must be put to the members of the Body Corporate at a General Meeting, at which members will be able to discuss the proposed changes before being asked to vote for or against them. Some changes require a Unanimous Resolution, while others require a Special Resolution.

13.10. **WHAT IS "THE LEVY"?**

13.10.1. The costs incurred in running a Scheme and must be paid by the body corporate. These costs include:

- Water and electricity used on the Common Property
- Sewerage
- Insurance premiums for the Common Property
- Repairs and maintenance of the Common Property
- Wages and salaries of the cleaners and other staff
- Security
- Garden services; and/or
- Any and all other services provided to members by the Scheme.
- Access control contributions to the Hartland Home Owners Association

13.10.2. These costs are paid by individual owners in the form of a levy, calculated in accordance with the participation quota of their unit. Some costs incurred in the upkeep of Exclusive Use areas can be recovered from the user of that area. Such levies are in practise raised monthly, but owners may elect to pay the levy annually in full.

13.10.3.In addition to the above, the body corporate is obliged to establish a fund for future maintenance and unexpected expenses such as painting the complex or upgrading common property – this is known as the Reserve Fund.

13.11. **HOW IS THE LEVY CALCULATED?**

13.11.1. At the inception of a Scheme and again before every AGM, the Trustees must prepare a budget for the following year. This budget is then presented to all members of the body corporate at the AGM. The body corporate can either accept the budget or can ask for changes to be made.

13.11.2. Once the budget has been accepted, the total annual cost is divided into a monthly amount. Each owner is then "levied" a monthly amount, which is his or her share of the common budget. The amount is calculated in accordance with the Participation Quota. Basically, what it entails is that larger units have a higher PQ than smaller units and the amount paid by each owner will vary accordingly.

13.12. **CAN THE LEVY BE CHANGED AT OTHER TIMES?**

13.12.1. Yes. In an emergency, the Trustees can impose a Special Levy to cover expenses of an unforeseen nature alternatively reduce levies should the Scheme's expenses be reduced.

13.13. **WHAT OR WHO ARE THE MANAGING AGENTS?**

13.13.1.Managing and administering a Scheme, particularly a large Scheme, is complicated and time consuming. Occasionally, the Body Corporate and Trustees undertake the entire task. Unless the Body Corporate is unusually well endowed with specialised knowledge and talents, this is seldom successful. Most Bodies Corporate decide to appoint Managing Agents, usually a company or close corporation that specialises in this aspect of Sectional Title administration.

13.13.2. The Managing Agents collect the monthly levies and all other moneys due by owners to the Body Corporate. They keep the books, recover unpaid debts, prepare the annual budgets, arrange for quotations for repairs and maintenance, send out notices and generally assist the Trustees with the numerous time-consuming tasks that arise in administering a Scheme.

PART B

PROCEDURE REGARDING CONTRAVENTION OF THE CONDUCT RULES

1. **PROCESS ON CONTRAVENTION OF THE CONDUCT RULES**

1.1. When an infringement occurs, the Managing Agent is responsible for communication with the resident in question, as well as the owner of the section, if the transgressor is a tenant. The procedure to follow is as follows:

1.1.1. The applicable transgression of the Conduct Rules, The Municipal by-laws, or of the Laws of the Land, are to be reported to the Managing Agent during office hours or to the on-site security officers / the Managing Agent's after hour's emergency number, if the infringement occurs outside of site office hours and is of such a nature to be classified as urgent.

1.1.2. Incident reporting protocol: Under no circumstances may security officers, trustees, employees, or agents of the Scheme be abused whilst carrying out their duties. The protocol regarding incident reporting for disturbance of the peace (DOP) are as follows:

1.1.2.1. Residents should not try and take matters into their own hands or address the issue themselves. The Act requires documented evidence of transgressions should matters be escalated to the Ombud.

1.1.2.2. Security must be contacted on the emergency contact number, which will be communicated in a separate incident reporting protocol document to members.

1.1.2.3. The person reporting the incident must supply security with their relevant details. This will not be made known to the alleged transgressor.

1.1.2.4. Security officers will contact the unit in question requesting them to cease their disturbance /activity. No leniency will be allowed in respect of noise disturbances after 21:00 on any Sunday to Thursday and after 23:00 on Fridays/Saturdays

1.1.2.5. If the incident is noise related, security will attend to the source of the noise with a decibel reader to measure the decibel level. If the noise level is within the lawful parameters, security will report back to the Complainant and note the incident in the Security Logbook as well as record the decibel level reading. Should the Complainant not accept security's feedback then and, in that event, the Complainant is to escort the security guard to the source of the noise and security will re-measure the noise level complained of and record the reading in the Security Log Book together with the Complainant. If the noise levels are outside of the lawful parameters, security will instruct the transgressor to reduce the noise level(s).

1.1.2.6. If the disturbance persists, (the complainants) must contact the security mobile phone number again.

1.1.2.7. The security officers will then activate the panic button (residents are only asked once to comply) and the armed response will be called to the body corporate to address the situation.

1.1.2.8. The owner of the unit transgressing the rule will be invoiced for the call out.

1.1.2.9. The resident who reported the incident must send the Managing Agent an email the following day to ensure that the incident is documented so that the appropriate action can be taken in line with the Conduct Rules.

1.2. The Body Corporate shall have the right to apply penalties to any member of the Body Corporate who transgresses or contravenes these Conduct Rules and to recoup the administration expenses incurred in their dealing with persons who transgress these Conduct Rules.

1.3. The following process shall be followed for the imposition of penalties:

1.3.1. The member allegedly breaching these Conduct Rules shall first be given written notice of breach, which notice shall include a detailed description of the relevant rule(s), the alleged breach thereof and the consequences of such breach, including any penalty that may be imposed.

1.3.2. Within 7 days of receipt of the aforesaid written notice, the member concerned shall be entitled to make written representations to the Trustees.

1.3.3. The Trustees shall, within 10 days of their receipt of the aforesaid written representations, give consideration thereto and shall determine:

1.3.3.1. whether the member has breached a relevant conduct rule or not and in which manner;

1.3.3.2. whether or not a penalty is payable by the member and if so, the amount of such penalty;

1.4. The Trustees shall, within 14 days of their decision in 1.3.3, inform the member thereof.

1.5. Except a challenge by a Member in respect of a breach of a rule that will be dealt with as per paragraph 1.3 of these Rules, any dispute between Members or between Members and the Body Corporate that arise out of or is related to these Rules the disputing parties shall meet and negotiate in good faith to attempt to

resolve the dispute.

1.6. Should the dispute not be resolved and prior to approaching the CSOS, the disputing party or disputing parties may declare a dispute by delivering the details thereof in writing to the other party and to the Body Corporate and request that such dispute be referred without legal representation to mediation by the Trustees at a place and time to be determined by the Trustees.

1.7. The mediator will convene and conduct the mediation process at such venue, date, and process as he in his sole discretion may determine.

1.8. The costs of mediation shall be determined by the mediator and shall comprise:

1.8.1. The mediator's expenses; and

1.8.2. any fee which shall have been previously paid by the parties.

1.9. The said costs shall be borne equally by the two parties and shall be due and payable to the mediator on presentation to them of his written account.

1.10. No disputing party shall be entitled to withhold performance of any of their obligations in terms of the Act or Rules pending the settlement of, or decision in, any dispute arising between disputing parties and each of the disputing parties shall in such circumstances continue to comply with their obligations in terms of the Act.

1.11. Any fine imposed as provided for in 1.3.3.1 shall be deemed to be a debt due by the member to the Body Corporate and shall be payable, following the month in which the fine is imposed together with payment of the levy by the member.

1.12. Where possible, all parties to any dispute as to a breach of these Conduct Rules are required to first make all efforts to resolve that dispute in an amicable manner prior to referring the dispute to the Body Corporate.

PART C

THE CONDUCT RULES

1. **TRUSTEES**

1.1. The Board of Trustees of the Body Corporate from time to time ("**the Trustees**") shall be entitled to appoint a managing agent for the purposes of assisting the Trustees in the management and implementation of these Conduct Rules as envisaged in the Act.

2. **INTERPRETATION**

2.1. The headings contained in these Conduct Rules are for convenience only and shall not affect the interpretation thereof. Should any provision of these Conduct Rules be invalid/unenforceable, such provision is severable from the rest of these Conduct Rules and shall not affect the validity and enforceability thereof.

3. **LETTING OF SECTIONS**

3.1. Owners of sections who wish to let their sections, must provide the Trustees with such detail and information relating to the tenant as the Trustees may reasonably determine and shall complete and submit, prior to a tenant taking occupation of the said section, the Resident Access Control Form (annexed hereto as annexure "A" and available from the Body Corporate) duly completed to the Trustees or the Managing Agent at least 48 hours prior to taking occupation.

3.2. An owner shall furnish the Trustees with:

3.2.1. full details of the tenant or person who will occupy the section, including but not limited to contact telephone numbers and email addresses.

3.2.2. The Resident Access Control Form must be signed by both the tenant and the owner. By signing the Resident Access Control Form the tenant and owner consent to adherence of the scheme's conduct rules.

3.2.3. The onus remains on the owner to ensure that the tenant receives a copy of the Body Corporate Conduct Rules. On the Resident Access Control Form both the owner and tenant need to sign that the Conduct Rules were received and explained. Should this not be signed, the Resident Access Control Form will be deemed to not have been received until such time as all the required fields have been completed.

3.3. All occupiers are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or terms of any grant of right of occupancy.

3.4. No lease of a unit shall in any way release or absolve the owner of that unit from any of his obligations to the Body Corporate in terms of the Management Rules or these Conduct Rules.

3.5. No section may be used as a commune. No more than 2 persons per bedroom may occupy any section. All security and access control protocols shall take the number of permitted occupiers into account. (*)

3.6. No tenant may occupy a section until they have concluded a written agreement with the Body Corporate in terms of which the proposed occupier of the section acknowledges receipt of and undertakes to adhere to these Conduct Rules and undertakes to ensure that their family, invitees, and staff adhere to these Conduct Rules.

3.7. No section may be let by any owner for a period of less than 6 months.

3.8. No section may be sublet under any circumstances.

4. **STOREROOMS**

4.1. Any and all storerooms shall be used for storage purposes only.

4.2. All costs associated with the cleaning and maintenance of the storerooms shall be allocated to the owners of the applicable unit to which the exclusive use thereof has been allocated.

4.3. The Body Corporate shall at all times have access to any storerooms or other exclusive use areas including, but not limited to, any area where electrical, water and other communal/shared facilities are situated. Contingency plans for such access must be implemented for emergency situations in which access without prior notice is required. A storeroom may only be used by the occupier of the section in which the exclusive use of the storeroom is allocated.

5. **BUSINESS ACTIVITIES/SIGNS/NOTICES**

5.1. No business, profession or trade may be conducted in any section.

5.2. No owner or occupier of a section shall exhibit, distribute, or place any sign, notice, billboard, advertisement, or publicity of any kind whatsoever on any part of the Common Property or within or about any section so as to be visible from outside of such section.

5.3. Owners or occupiers of shall not be entitled to erect signage without the prior written consent of Trustees and provided such signage is in accordance with any signage specification implemented or prescribed by the trustees.

5.4. All estate and letting agents are required to register as such with the Scheme and shall furnish all information as may be requested by the Trustees for purposes of such registration, prior to concluding mandates with owners.

5.5. Placing of signage by estate agents on the Common Property may be permitted at the discretion of the trustees, provided no banners, flags or balloons may be displayed or used for these purposes.

5.6. All signs displayed in contravention of this Rule 5 shall be removed and disposed of by the Trustees.

5.7. Advance written notification of show days shall be given to the Trustees setting out details, and which details must be provided to the Trustees not less than three working days prior to the date of the show day.

6. **OCCUPIERS/VISITORS/CONTRACTORS/EMPLOYEES**

6.1. Owners and occupiers are responsible for the conduct of their visitors, contractors, guests, invitees, agents, and employees and shall ensure that such persons adhere to these Conduct Rules.

6.2. Such persons are required to follow and comply with the access control protocols as determined from time to time and which are in force at the Scheme.

6.3. The names and contact details of all persons employed by owners or occupiers must be recorded in a register maintained by the Body Corporate.

7. **DAMAGE/ALTERATIONS/ADDITIONS TO THE COMMON PROPERTY**

7.1. An occupier shall not mark, paint, drive nails, screws, or the like into, or otherwise damage or alter or place any objects or materials in or on any part of the Common Property, including any exclusive use area, without first obtaining the prior written consent of the Trustees. Should approval be granted, and any latent issues are reported, the trustees are mandated to investigate and to re-evaluate the application and approval granted. Based on the findings, the board of trustees are entitled to revoke the approval.

7.2. No owner or occupier shall erect or cause to be erected or install any lights or lighting apparatus on any part of the Common Property, including in that owner's or occupier's exclusive use area, without the prior written consent of the Trustees.

7.3. No owner or occupier shall erect any structure of any nature whatsoever on the Common Property, including on any exclusive use area, and including but not limited to umbrellas, gazebos, braai facilities, saunas, and Jacuzzis, which are of a permanent or semi-permanent nature, without the written consent of the Trustees.

7.4. No awnings may be erected or installed on the Common Property or in any exclusive use area, other than with the prior written consent of the Trustees.

7.5. Each section has a data/TV access point. Under no circumstances shall any aerials/satellite dishes or the like be permitted on any part of the Common Property or in any exclusive use area.

7.6. Improvements made to an exclusive use area by the owner entitled to the use thereof, and with the prior written consent of the Trustees, shall be maintained by that owner, failing which such improvements may be removed by the Body Corporate at the sole cost of the owner.

7.7. Rubble or refuse resulting from any alterations or improvements made to a section shall be removed by the occupier/their contractor on the same day. If such refuse/debris, etc. is not so removed, the Trustees may cause it to be removed, and all charges in connection therewith shall be for the account of the owner of the section and included in their contribution/levy statement at the end of the month with the consent of the owner of the section or in accordance with a court order or an adjudication order.

7.8. No Trellidor doors, safety gates, burglar bars or the like may be installed to any door or window in any section without the prior written approval of the Trustees, first being obtained.

7.9. No external burglar bars or security barriers may be installed without prior approval whatsoever.

7.10. Any alterations to the interior of a section, as may have been approved by the Trustees in writing, may only take place between the hours of **08:00 and 16:00 Monday to Friday**, and not over weekends or public holidays. In addition, all contractors must vacate the Scheme by 16:00. All building noise must be kept to a minimum so as not to inconvenience other occupiers.

7.11. No building contractor may work and make any alterations in or to a section unless that contractor has been approved by the Trustees in writing. The Trustees may, given the scale and nature of the proposed alteration, determine whether additional security or other measures are required as a consequence, and in which event the owner applying to the Trustees for approval may be required to pay a refundable deposit equivalent to 10% of the contract price for the relevant alteration or such other amount as the Trustees may deem reasonably necessary, which deposit will be held by the Body Corporate as security for any costs, including for the costs of repair of any damage to the Common Property. In the event of any damage to any part of the common property or Scheme pursuant to such alterations, the trustees are authorised to apply such part of the deposit held to effect such repairs and thereafter refund any excess to the owner.

7.12. Should any damage of whatsoever nature be caused to the Common Property, whether by an occupier, any member of that occupier's family, his visitors, employees, contractors, or by their children, or should such persons cause the Body Corporate to suffer any loss or incur any expenses, such occupier shall be liable for the costs of the proper repair of such damage forthwith, and shall forthwith reimburse the Body Corporate, in full, in respect of such loss or expense. The cost of repair of the damage, plus an administration fee to be determined by the Trustees from time to time, will be for the owner's account and will be included in the monthly contribution/levy account or deducted from any deposit held as contemplated in this rule with the consent of the owner or in accordance with a court order or adjudication order.

7.13. No furniture shall be removed from any part of the common property by any occupier.

7.14. The developer and/or their appointed contractor/service provider may install solar panels on the roofs of all the sections, which remains Common Property. The purpose of the installation of solar panels is to generate and supply electricity to the Body Corporate for resale or distribution.

8. **APPEARANCE FROM OUTSIDE**

8.1. No occupier shall place or do anything on any part of the Common Property or section including on balconies, patios, courtyards, windows, and gardens which, in the reasonable discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

8.2. No occupier shall place or store or allow any item, whether in a section, an exclusive use area or on the Common Property, including any pot plants and garden furniture, other than with the prior written consent of the Trustees, who shall, in the exercise of their discretion, consider the preservation of the quality of the exterior appearance of the building.

9. **SECURITY**

9.1. All persons entering or exiting the Common Property including owners, occupiers, their visitors, contractors, and employees shall adhere to any security protocols at all times and respect the authority of the security service provider and their personnel.

9.2. No persons may abuse or interfere with the performance of persons employed by the security service provider in the conduct or exercise of their duties.

9.3. Security personnel shall, at all times, be treated courteously.

9.4. The Trustees shall determine the basis of how any furniture, goods or equipment may be brought onto or taken off the Common Property. If the Common Property is damaged because of any furniture, goods or equipment being conveyed across or brought on to the Common Property and whether with the written consent of the Trustees has been obtained or not, the owner of the unit to which such furniture, goods or equipment is being delivered or conveyed shall be liable for the costs of repair to the Common Property.

9.5. Prior to a resident moving in or out of the building a Movement Control Form (annexed hereto as annexure “B”) must be obtained from the Managing Agent and be completed at least 3 working days prior to the intended moving in or out. Should the moving in or out take place over a weekend, please ensure that the application is done at least 3 days prior to the weekend. The Managing Agent will notify the trustees and approve the intended move and authorise and advise security accordingly. In the case of a tenant, the owner needs to sign and approve the Movement Control Form.

9.6. For security reasons and noise disturbance, moving will only be allowed between 08:00 and 17:00 from Monday to Saturday and no moving is permitted on Sundays.

9.7. Removal vehicles exceeding 2 (two) tons will not be allowed entry into the Scheme. A Shuttle should be arranged for the logistics company.

9.8. No owner or occupier shall be entitled to give any instruction whatsoever to the security service provider or to any security personnel as may be deployed/employed in the Scheme.

9.9. Owners and occupiers shall only permit their guests or invitees access to the Scheme in compliance with applicable security protocols.

9.10. Owners and occupiers must report all suspicious persons, activities and incidents which may take place in the Scheme to the security personnel.

9.11. Any attempts at burglary, vandalism, breaches of security or damage to Common Property must be reported to the Trustees and to the security personnel as soon as is reasonably possible and in writing.

9.12. Burglar alarms and associated electronic security systems may be installed in sections provided they are installed by PSIRA Accredited security companies and are to be of a standard reasonably acceptable to the Trustees. Prior consent is required from the Trustees. The Trustees have the right to decline the request.

9.13. All owners, occupiers and visitors (e.g. contractors, estate agents) shall provide the Trustees with a duly completed Resident Access Control Form (annexure "A") on which the names, contact details and vehicle registration details of all adult occupiers shall be recorded. The Trustees will make the information on such forms available to the security service provider. In the event of any changes to any details as recorded on the Resident Access Control Form, the onus is upon the owner to ensure that such details are updated with the Scheme.

9.14. Jumping from balcony to balcony is strictly prohibited.

9.15. The Body Corporate will implement security protocols, including access and egress to the Common Property, and which protocols shall consist of:

9.15.1. a protocol applicable to owners who occupy units in the Schemes ("**owner protocol**"); and

9.15.2. a protocol which applies to persons visiting the Scheme ("**the visitor protocol**").

9.16. The access protocols will be determined by the Body Corporate on advice from its independent security consultants from time to time as and when circumstances and technology change and shall be communicated to residents from time to time.

9.17. The owner protocol shall entitle an owner, who is in occupation of a unit, to the use of any access control systems, including biometrics and digitally generated access control systems as may be applicable from time to time to gain access to and egress from the Scheme.

9.18. The visitor protocol shall require any persons who are not owners/residents in occupation of a unit and who enter or exit the Scheme to undergo security checks, including but not limited to the scanning of driver's licenses, photographing of number plates as well as any occupants of the relevant vehicle, searching of vehicles and such other reasonable measures as the Body Corporate may be advised by its independent security consultants are lawful and necessary from time to time to ensure an adequate provision of security to the Common Property.

9.19. Owners acknowledge that the visitor protocol will, of necessity, inconvenience persons wishing to gain access to or egress from the Common Property. The Body Corporate shall be obliged to apply visitor protocol in a reasonable manner to minimise such inconvenience, in the circumstances.

9.20. The Body Corporate will apply the owner protocol to all owners who are in *bona fide* occupation of their units. Persons in occupation who are not owners of that occupied unit will be entitled to the owner protocol but strictly and only provided the owner/tenant concerned has:

9.20.1. completed, to the reasonable satisfaction of the Body Corporate, a completed Resident Access Control Form;

9.20.2. provided the Body Corporate with the details of the tenant or who is/shall be the occupant or in occupation of the section;

9.20.3. provide the Body Corporate with an original or certified copy of the tenant's South African Identity Document or South African passport should the tenant not be in possession of a South African Identity Document or passport; the owner or tenant shall deliver to the Body Corporate the original (and permit the Body Corporate to make copies) of any one or more of the following documents in the event that the tenant is a foreign national:

9.20.3.1. tenant's work or study permit, valid for the duration of the proposed lease;

9.20.3.2. a permanent residence permit for the tenant valid for the duration of the proposed lease;

9.20.3.3. an asylum seeker permit for the tenant, valid for the duration of the proposed lease; or

9.20.3.4. any other visa or other authority as may have been lawfully issued to the tenant by the South African Government in accordance with applicable legislation and which must be valid for the duration of the proposed lease.

9.21. An owner who concludes a lease agreement with a tenant shall, prior to the commencement date of the lease, furnish the Body Corporate with the details of the tenant(s).

9.22. Owners are encouraged to include the following clause into any lease which they may conclude in respect of a unit:

"The Tenant acknowledges that the premises leased is a section in a Sectional Title Scheme in respect of which Conduct Rules, enforced by the Body Corporate of the Scheme, are applicable. The Tenant hereby acknowledges having been provided with a copy of the Conduct Rules and accepts that the Body Corporate is responsible to ensure compliance therewith. The Tenant undertakes to comply with the Conduct Rules of the Scheme from time to time.

9.23. An owner shall be entitled, on written notice to the Body Corporate, to demand that any persons occupying that owner's unit are made subject to the visitor protocol.

9.24. Security access devices such as remotes, tags and the like shall be allocated and limited to the number of bedrooms per unit. In the event of the loss, damage or other disposal of such security access device, the occupier is required to make application to the trustees for a replacement device supported by an affidavit setting out the circumstances of the loss or damage and in cases where the device is damaged or not working to return such device.

10. **PETS**

10.1. An occupier of a section shall not under any circumstances and, unless the Trustees have granted prior written consent, keep any animals in a section or on the Common Property including in any exclusive use area, other than dogs. Cats are not permitted in terms of the provisions of the Environmental Operations Plan as issued by the local authority and accordingly the Trustees will not grant permission for cats.

10.2. Written consent in 10.1 is to be obtained using the stipulated form obtained from the Trustees prior to any animal being acquired and brought onto the Scheme. Sterilisation and vaccination certificates must accompany the application form. Any pets as may be brought into the Scheme must be registered with the Body Corporate in accordance with the procedure.

10.3. The trustees may grant written consent in 10.1 read with 10.2 for ground floor units only. No pets may be held in 1st floor units unless an owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog shall be considered to have the trustees' consent to keep that animal in section and to accompany it on the common property.

10.4. The Trustees may grant written consent in 10.1 read with 10.2 only in respect of **small, d o m e s t i c a t e d pets** and Parrot birds except for Macaws.

10.5. A maximum number of two dogs **dependent on the breed or size of the animal**, shall be permitted in ground floor units only. A maximum number of 1 Parrot bird shall be permitted.

10.6. Occupiers must ensure that their pets do not cause any disturbance whatsoever to others. On the receipt of written complaints by two separate occupiers, the Trustees shall have the right to revoke any consent in 10.4 and may require the occupier to remove that dog from the Scheme should the owner not rectify or take appropriate steps to rectify the problem with immediate effect once notified.

10.7. Dogs are, subject to these rules, permitted on the Common Property provided that they are, at all times, on a leash.

10.8. No dogs shall be permitted in or around any part of the swimming pool area or generally those parts of the Common Property constituting the communal entertainment and recreation areas.

10.9. The owner of any dog shall immediately remove any excrement deposited by that animal on any part of the Common Property.

10.10. Pets shall be required to wear collars with identity tags indicating the name, telephone number and address of its owner and shall be micro-chipped for identification purposes at the cost of the owner.

10.11. The Trustees are empowered to apprehend and hand over to the municipal pound or SPCA any unidentified or stray pets found roaming on the Common Property and trustees may issue warnings and subsequent fines to the owners in respect of pets that can be identified as contemplated in the rules.

10.12. The Trustees may prescribe any other conditions, as they deem reasonably necessary, from time to time, for the keeping of any animals.

10.13. Any pet left abandoned, unattended or unsupervised for any period of time, not provided with adequate food and water at all times, or any pet that is abused in any manner or form, will be removed from the Scheme by the SPCA or any other appropriate authority on the instruction of the Trustees.

10.14. The keeping of any livestock, poultry or any other animals of any nature, other than dogs as permitted in terms of this rule 10 and including reptiles, snakes or birds, is strictly prohibited.

10.15. No pets may be brought onto the Scheme by any visitors, employees or contractors without the prior written approval of the Trustees first being obtained.

11. SLAUGHTERING OF ANIMALS FOR CULTURAL, RELIGIOUS OR OTHER PURPOSES

11.1 Slaughtering of animals for religious and cultural purposes only shall be permitted within the confines of a section only (and not under any circumstances on common property or exclusive use areas) subject to the following conditions:

11.1.1. At least two weeks written notice of the intended religious or cultural event requiring such rural slaughter shall be given to the Trustees or Managing Agent, specifying:

11.1.1.1. the date and time of the proposed slaughter;

11.1.1.2. the type of animal to be slaughtered;

11.1.1.3. the name and qualifications of the person who will be carrying out the slaughter;

11.1.1.4. confirmation that the animal will be brought on to the premises immediately prior to the ritual slaughter and that the carcass, and all the remains of the animal, will be removed immediately from the premises after the act of the ritual slaughter;

11.1.1.5. a notice from the local authority shall accompany the above notice confirming that all by-laws regarding the ritual slaughter have been/will be complied with;

11.1.1.6. a notice from the health department shall accompany the above notice confirming that health department specifications regarding the ritual slaughter have been complied with/will be complied with;

11.1.1.7. a certificate from the society for the Prevention of Cruelty to Animals (SPCA) shall accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter;

11.1.1.8. notice shall also be given to all adjacent properties of the date and time of the proposed slaughter.

11.2 Failure to comply with the above requirements shall entitle the Body Corporate to prevent the act of the ritual slaughter from taking place on the premises and debiting the unit owner concerned with any costs incurred to halt the ritual slaughter with the consent of the owner or by means of a court order or adjudication order.

12. SANITARY SERVICES/REFUSE DISPOSAL/RECYCLING/LITTERING

12.2 All household refuse shall be placed into bins in appropriate bags in the allocated refuse areas in the building and may not be placed on the floor of the refuse area. No refuse bins may be placed where visible to any other part of the Common Property or any other section. No refuse may be left outside any section.

12.3 Use refuse removal bags only.

12.4 Refuse removal bags schedule:

- Refuse removal bags should be placed outside of property on Mondays after 18:00 or Tuesday before 06:00.
- Refuse removal bags should be placed outside of property on Thursdays after 18:00 or Friday before 06:00.
- Refuse must be placed on street or in front of garage.

Note: that any refuse must not obstruct vehicle traffic flow. Waste to be placed in correct bags as supplied by the local Municipality.

12.5 Any waste recycling project as may be implemented by the Body Corporate, will be compulsory, and the Trustees shall be entitled to prescribe the necessary protocols from time to time, which shall be adhered to by all owners and occupiers.

12.6 Owners and occupiers shall maintain, in a hygienic and dry condition, a receptacle for refuse within his section.

12.7 The refuse area and the refuse bins are for domestic waste only. All other waste must be taken off the Common Property personally. Old appliances, building rubble and the like must be promptly taken off site by the owner or occupier and lawfully disposed of.

12.8 An 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 butts, food scraps or any other litter whatsoever.

12.9 The occupier of any section shall not shake or dust or beat carpets or mats over any balconies, walls or out of the windows of any section.

13. VEHICLES, VEHICLES ON COMMON PROPERTY AND PARKING

13.1 Visitors shall park their vehicles only in such areas on the Common Property as are specifically demarcated by the Body Corporate. For purposes of this Rule 13, the term motor vehicles may include motor bikes, quad bikes, trailers, caravans, scooters, or any other self-propelling mode of transportation.

13.2 An owner or occupier may only park a motor vehicle in an exclusive use area allocated to the relevant section owned or occupied or in any parking bays not designated as exclusive use areas, including in any of the visitor parking bays as may be situated on the Common Property.

13.3 No owner or occupier may park a vehicle in a visitors parking bay for a period exceeding 4 hours.

13.4 Repairs and reconditioning of motor vehicles on the Common Property, whether in any exclusive use parking bay or not, shall not be permitted under any circumstances.

13.5 Motor vehicles may not travel at speeds more than 10 kilometres per hour when on the Common Property.

13.6 The owner or occupier shall use entrances and exits to the building, driveways, and passages on the Common Property in such manner as may be indicated by the Trustees from time to time.

13.7 All motor vehicles entering the Common Property must reduce the volume of their radios so as not to disturb other occupiers.

13.8 Owners or occupiers shall ensure that their motor vehicles and those of their visitors and guests, do not drip oil or brake fluid on the Common Property or in any other way deface the Common Property. In the event that an Owner or occupier's (or their visitors or guests) vehicle does drip oil or brake fluid such owner shall be responsible for the cleaning thereof to the satisfaction of the Trustee. In the even that such owner or occupier fails to clean such leaked oil or brake fluid on 7 days written notice, the Body Corporate reserves the right to do so and levy the reasonable costs thereof to such owners' levy account with the owners consent or by means of a court order or adjudication order.

13.9 No trucks, caravans or trailers may be parked in exclusive use parking bays.

13.10 Any vehicle parked in contravention of these Conduct Rules will result in a CSOS application being logged by the Body Corporate compelling the owner to move the vehicle.

13.11 Whilst in a motor vehicle on the Common Property, no person shall engage in any activities other than those directly associated with the normal use and operation of that motor vehicle.

13.12 Vehicles may not be left unattended or unoccupied when idling.

13.13 The normal road rules still apply to driving or operating motor vehicles on the Common Property and no reckless driving will be tolerated.

13.14 An owner or occupier shall not place, or park any motor vehicle, or other thing, in such manner as to obstruct the general traffic flow on the Common Property.

13.15 Parents are to take full responsibility for their children, especially in and around the pool, recreational areas, driveways, and any parking areas within the Scheme. Children under the age of ten (10) are, when on the Common Property, must always be supervised by an adult.

13.16 The use of motor vehicles which make excessive noise is strictly prohibited.

13.17 The use of bicycles/tricycles or any other self-propelling mode of transportation such as electric scooters or the like is permitted on the Common Property but only on demarcated parts of the Common

Property, but always provided such use does not constitute a nuisance to other owners or occupiers in the Scheme. Any damage caused to the Common Property as a result of reckless or careless use of bicycles/tricycles or any other self-propelling mode of transportation as contemplated herein will be for the account of the owner or occupier and the Trustees shall be entitled to withdraw consent for the use of such bicycles or tricycles or any other self-propelling mode of transportation as contemplated herein in such circumstances. Bicycles/tricycles or any other self-propelling mode of transportation as contemplated herein may not be left unattended on the Common Property and may not be operated or used in such a manner so as to obstruct pedestrian or vehicular movements on the Common Property.

13.18 All tricycles/bicycles or any other self-propelling mode of transportation such as electric scooters or the like must have appropriate lights and reflectors when being used on the Common Property after dark. The parent or guardian of any child using a bicycle or tricycle, or any other self-propelling mode of transportation as contemplated herein on the Common Property indemnifies the Body Corporate against any loss or damage sustained by any owner or occupier or their family, friends, employees, and visitors if such bicycle or tricycle or any other self-propelling mode of transportation as contemplated herein is used in contravention of these Conduct Rules.

13.19 Roller skates, skateboards, roller blades, roller balls and similar devices with wheels, whether they make a noise on the paving stones or not, may not be used on the Common Property. (*)

13.20 Parking garages may not be used for any other purpose than that of the housing of vehicles in the day to day use of occupiers. No garages may be used as storerooms and no garages may be used to store excess, collectors or classic cars.

14 TELEVISION DISHES/AERIALS/SATELLITE DISHES/DATA CABLES, ETC

14.1 No outside television aerials, satellite dishes, radio masts or cell phone aerials may be erected on the Common Property. (*)

14.2 The maintenance of your DSTV dish, associated cabling, and splitter box ("**the DSTV system**") is the responsibility of the member. The DSTV system terminates at a housing in the wall of each section. The Body Corporate is not responsible for electrical equipment such as the TV/DSTV decoders or for any internal cabling which may be situated within a section.

14.3 The Body Corporate may enter into an agreement with a third-party service provider for the supply, management, and maintenance of a fibre/telecommunications infrastructure to the buildings. The aforesaid infrastructure is open source and will be made available to internet service providers in accordance with an agreement to be concluded or which may be concluded from time to time by the Trustees and in compliance with all applicable legislation.

15 GENERATORS

15.1 No owner or occupier may install or use any generator, whether silent or otherwise, in any section, on the Common Property or on any exclusive use area.

16 LAUNDRY

16.1 No washing, whether of clothing or any articles, may be hung out to dry on the Common Property and, in particular, on any balconies, patios, stoeps or in any exclusive use areas, including any garden area.

16.2 An Owner or Occupier shall not, without the prior written consent of the trustees, erect his own washing lines or modify existing washing lines. Any washing hung out to dry is at the sole risk of the owner thereof.

17 STORAGE OF INFLAMMATORY MATERIAL/OTHER DANGEROUS PRODUCTS OR ACTS

17.1 No owner or occupier shall store any material, whether flammable or inflammable, or engage in, or permit any other dangerous act to be undertaken or permitted in any section or on the Common Property or any exclusive use area, which will or may have the effect of increasing the rate of the premium payable by the Body Corporate on any insurance policy or do anything which has the effect of putting the Scheme or any persons situated in the Scheme at any time, at risk.

17.2 Occupiers will be responsible to the Body Corporate for any loss sustained by the Body Corporate arising from their negligence. Such loss shall include, but is not limited to, the excess payable in respect of any insurance claim.

17.3 No firearms, fireworks, pellet guns, catapults, paint ball equipment or bows and arrows may be discharged on or over the Scheme.

17.4 No occupiers, family, visitors, or service providers may openly display firearms on their person or otherwise, anywhere on the Scheme.

17.5 Inflammable or other dangerous material or articles may not be brought onto the Common Property or elsewhere on the Scheme except in such limited quantities as may be permitted in accordance with any existing Insurance Policy.

17.6 Smoking, including the use of E-cigarettes and Vapers is only permitted in designated areas demarcated for such use and no other area.

17.7 All gas installations shall comply with legislation and relevant certification shall be submitted to the Trustees on request.

17.8 No fireworks of any kind are allowed to be set off within the Scheme.

17.9 No occupier shall repair, alter, or interfere with any of the electrical and or other supply on the Common Property. All electrical faults must be reported to the Trustees.

18 ERADICATION OF PESTS

18.1 Owners and occupiers shall keep their section free of all garden or household pests, including white ants, borer and other wood destroying insects and shall permit the Trustees or their duly authorised agents or employees, to enter his section(provided that the trustees have given a reasonable notice to the owner(s) concerned), for the purpose of inspecting the section and taking such action for the eradication of any such pests as may be found within the section.

18.2 Replacement of any woodwork or other material forming part of the internal section which may be damaged by any such pests, and the eradication of pests, shall be borne by the occupier of the section concerned unless it is proved to the Trustees that such damage originated from the Common Property.

19 SUPERVISION OF CHILDREN

19.1 Occupiers shall properly supervise their children to ensure that children do not breach the provisions of these Conduct Rules and that children do not cause damage, whether to the Common Property or to the property of any occupier, and, further, to minimize nuisance caused to occupiers in the Scheme.

20 BRAAING AND/OR OPEN FIRES

20.1 No braais or fires, whether charcoal or wood fired are permitted unless in designated areas. No open

fires are allowed (including stan-alone braai's). Only used build-in baai's.
20.2 Only SABS or suitably approved gas braais may be used within a section and then only with the prior written approval of the Trustees and in such a manner as to cause minimum inconvenience to other occupiers.

21 GAS APPLIANCES

21.1 All gas cooking equipment used or installed in any section shall be maintained by the owner of that section in compliance with all laws and regulations. Only SABS gas heaters may be used in any section.

22 NOISE

22.1 All televisions, audio visual home stereo or audio equipment, home theatres, or musical instruments must be used so as not to cause a disturbance to occupiers.

22.2 No singing or other vocal activity shall take place so as to interfere with the peaceful use by any owner or occupier of his section or the Common Property and at any time.

22.3 Reasonable peace and quiet shall be maintained in the Scheme between 21:00 and 06:00 on Sunday and weekdays and between 23:00 and 06:00 on Fridays and between 23:00 and 09:00 on Saturdays, and all public holidays.

22.4 Automobile hooters and alarms shall not be sounded on the Common Property at any time by an occupier/any member of his family/his visitors/his employees/their children unless such hooter is used in case of an emergency and/or to prevent danger.

22.5 In the event that an owner or occupier wishes to host a private function/party in their section, that owner or occupier shall notify the owners/occupiers of those units situated in the block and on the floor in which the section is situated and do so in person, undertaking to keep noise levels to a reasonable level and to comply with the provisions of Rule 24.3.

22.6 Mechanical maintenance work in any section, including the use of any power tools, shall be permitted but only between the hours as stipulated below

- May to August (Monday to Friday) 7:30 (A.M.) to 16:00 (4 P.M.)
- September to April (Monday to Friday) 07:00 (A.M.) to 16:00 (4 P.M.)
- Saturdays, Sundays and Public Holidays 09:00 (A.M.) to 13:00 (1 P.M.)

23 MAINTENANCE

23.1 The owner or occupier of a section shall at all times, and at his own expense, maintain the interior of his section and exclusive use areas in good, clean, hygienic, tidy, and habitable order and condition, and shall be responsible, at his own cost, for all interior painting, maintenance, remedying of blockage of pipes, sanitary equipment, and connections.

23.2 The owner or occupier of a section to which the exclusive use of a storeroom is allocated shall, at his expense, maintain the interior of the storeroom in a good, clean, and hygienic condition and shall be responsible for the interior painting and maintenance thereof, including all light fittings.

23.3 All occupiers shall be obliged at all reasonable times to grant access to the Body Corporate staff, agents, and to the Trustees, to their section or their exclusive use areas and any other part of the Common Property, for the purpose of performing any necessary maintenance, effecting repairs, or performing other such tasks and matters incidental thereto provided that a reasonable notice to the owner(s) concerned is given (except in case of an emergency.

23.4 All occupiers shall be obliged at all reasonable times to grant access to their sections, exclusive use areas or other parts of the Common Property to the Body Corporate staff, agents, and to the Trustees for the purpose of enforcing these Conduct Rules, or when it is reasonably necessary, and in the best interests of the Body Corporate provided that a reasonable notice to the owner(s) concerned has been given (except in case of an emergency).

24 GARDENS

24.1 No occupier of any section, unless that person has been empowered by the Trustees to do so, shall instruct the gardener to do any work in the exclusive use areas/Common Property during normal working hours, except in an emergency.

24.2 The occupier of any section shall not interfere with flora, wild or cultivated, growing on Common Property, other than the exclusive use areas allocated to such owners. All occupiers shall ensure that such areas are not despoiled in any way.

24.3 No plants, trees or shrubs may be removed from the Common Property; neither may any plants, trees or shrubs on the Common Property be trimmed without prior written approval from the Trustees.

24.4 It is recorded that certain of the flora is protected by law and any occupier interfering with, or damaging, or in any other way acting in respect of such flora contrary to the provisions of any law or regulation may be penalised.

24.5 Gardens and plants on the Common Property are for the enjoyment of all occupiers and no wilful damage will be tolerated.

25 FIRE-FIGHTING EQUIPMENT

25.1 No owner or occupier shall tamper with, abuse, or use or cause or permit to be tampered with, abuse or use, any fire hose, reel, or fire extinguisher in any manner or for any purpose other than as permitted or prescribed by the fire regulations of the relevant local authority or other relevant legislation.

25.2 No fire extinguisher, fire hose or similar devices whether in a section or on the Common Property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, watering of gardens or any other unauthorised purpose.

25.3 An owner or occupier shall not repair, alter, or interfere with the electrical supply or installations to the Common Property. Any faults in such electrical supply or installation must be reported to the Trustees.

25.4 All electrical appliances as may be situated in a section, shall be maintained in good order by the owner or occupier and when necessary repaired by a qualified and registered technician.

25.5 Occupiers shall not create a fire hazard by overloading power points in a section. Should a fire occur due to an occupier's negligence the owner of the unit be held liable for any costs, damages or expenses as may be incurred by the Body Corporate including excesses on insurance claims.

26 AIR CONDITIONING INSTALLATION

26.1 Prior consent must be obtained from the Trustees if a member wants to install an air-conditioning system. The owner of a section shall be liable for all costs of and incidental to the maintenance and repair of the air conditioning equipment situated in or servicing that section.

27 COMMUNICATION IN REGARD TO COMPLAINTS AND GRIEVANCES

27.7 In the event that any owner wishes to lodge any complaint or grievance such owner is required to comply

with the following procedure and policy:

27.7.1 Such complaint or grievance must be reduced to writing and be signed by the complainant.

27.7.2 The complaint is to be sent to the Managing Agent either by way of email or hand delivered to its on-site personnel.

27.7.3 The managing agent is required to acknowledge receipt of such complaint in writing and advise the trustees of such complaint within 24-hours of receipt of the complaint.

27.7.4 The complaint shall then be tabled for discussion and consideration at the second meeting of the Board of Trustees following receipt of the complaint.

27.7.5 The Trustees and/or the Managing Agent shall, in writing, provide the complainant with the outcome of any complaint within a period of 14 (fourteen) days from the date of the meeting contemplated in rule 31.1.14.

27.7.6 The decision of the Trustees as provided for in rule 31.1.5 but the complainant shall be entitled to refer any ruling made by the Trustees to dispute resolution as provided for in 1.5 hereinabove.

28 NON-LIABILITY FOR UNINTENTIONAL, ACCIDENTAL OR INADVERTENT CAUSES

28.7 Any person wishing to enter the Scheme and/or make use of the private open spaces or common facilities, including, but not limited to, the parking, streets (whether public or private), or other amenities, do so at his or her own risk.

The Body Corporate and the trustees, registered owners, their agents, employees, and appointees shall not be liable, nor accept any responsibility for any unintentional, accidental or inadvertent loss, or damage to any goods or property, or any injury to, or the death of any person, arising from any unintentional, accidental or inadvertent cause, including without limitation thereto, the unintentional, accidental or inadvertent negligence of any of the above persons, or any unintentional acts of any trustee/s, agent/s, employee/s, and appointee/s unless found to be liable for negligence by a Court or the Community Schemes Ombud Services.

28.8 Whilst every effort is made to secure and monitor the Complex, the Body Corporate, its trustees, registered owners, all their agents, employees or appointees shall not be deemed to have warranted the safety of any person, goods, or property (whether movable or immovable) in the Complex, and as such accept no liability nor responsibility for any loss or damage from any unintentional, accidental or inadvertent cause arising, as aforementioned unless negligence has been proven against the Body Corporate by an affected party in Court or with the Community Schemes Ombud Services.

29 ADMINISTRATION

29.7 All levies are due and payable in advance on the first day of each and every month into the nominated bank account of the Scheme.

29.8 Interest will be raised on all arrear accounts, at the maximum amount allowed in terms of the Act from time to time.

29.9 The trustees shall have the discretion to raise and debit the annual levy payable by any member of the Scheme to any such member if such member is in arrear with payment of levies for a period of 3-months or longer.

29.10 The Scheme shall be entitled to recover all reasonable legal costs incurred including disbursements and collection commission in collecting any arrear levies or other amounts payable to the Scheme with the consent of the owner, or by court order or adjudication order.

29.11 The Managing Agent is, as contractually bound and authorised by the Scheme to issue letters of non-compliance of the Rules to any member who is in contravention of any rule as contained herein.

29.12 Under no circumstances may trustees, employees or agents of the Scheme be abused whilst carrying out their duties.

29.13 The Trustees have the right to restrict access to home members by suspending the use and convenience of the Scheme access cards/remote or any other security mechanism employed by the Scheme to permit entry to the Scheme upon entry/exit to the Scheme to such home members and guests of home members and contactors employed by home members should the home member be in arrear with levies with the consent of the owner, or by means of a court order or adjudication order..

29.14 A Trustee in arrear with their levy account shall be deemed to have resigned his position should he fail to settle all amounts outstanding to the Scheme and the body corporate has obtained a default judgment against the trustee and he /she is not complying with the order for payment.

29.15 The debtors' policy shall be strictly enforced against all Owners within the Scheme.

30 EXCLUSIVE USE AREA

30.1 The garden areas designated as exclusive use areas are allocated to specific units as detailed in the attached Schedule and depicted on the accompanying layout plan "SUMMIT & COVE; SDP". These areas are intended solely for gardening and residential outdoor use. Owners are responsible for ensuring that their allocated garden areas in a clean, neat, and orderly condition at all times. The maintenance of each exclusive use area shall be the sole responsibility of the Body Corporate and not for owner to whom the area is allocated.

30.2 The parking bays designated as exclusive use areas are allocated to specific units as detailed in the attached Schedule and depicted on the accompanying layout plan "SUMMIT & COVE; SDP". These areas are intended exclusively for the parking of private motor vehicles. Owners are responsible for maintaining their allocated parking bays in a clean, neat, and usable condition at all times. No fencing, permanent structure, or cover (e.g., carport or shade netting) may be erected without such consent and without complying with the estate's architectural guidelines. No storage of goods, trailers, or other items is permitted in the parking bays, and the area may not be used for mechanical work or vehicle washing unless otherwise authorised by the trustees.

ANNEXURE "A" - Resident Access Control Form

Available from the Managing Agent on request

RESIDENTS ACCESS CONTROL / CONTACT DETAILS FORM
Summit & Cove

Apartment/ Number:	
Number of parking bays allocated to unit:	
If Bonded, supply name of Bond holder (financial institution):	

Resident 1 Full Name		**Resident 2 Full name**	
ID / Passport Number:		ID / Passport Number:	
Resident SA Cell Number:		Resident SA Cell Number:	
Home Number:		Home Number:	
Office Number:		Office Number:	
Email address:		Email address:	
Vehicle Description:		Vehicle Description:	
Vehicle Registration:		Vehicle Registration:	
Date of Occupation:		Date of Occupation:	

Resident 3 Full Name		**Resident 4 Full name**	
ID / Passport Number:		ID / Passport Number:	
Resident SA Cell Number:		Resident SA Cell Number:	
Home Number:		Home Number:	
Office Number:		Office Number:	

Email address:		Email address:	
Vehicle Description:		Vehicle Description:	
Vehicle Registration:		Vehicle Registration:	
Date of Occupation:		Date of Occupation:	

IF THE RESIDENT IS A TENANT THE OWNER / LETTING AGENTS DETAILS **MUST** BE PROVIDED;

Owners Name:	
Owners ID / Passport number:	
Owners Contact Number:	
Owners Email Address:	
Letting Agency (if applicable):	
Contact Name:	
Contact Number:	

Provide the preferred sequence of contact number for the Access Control System, Visitors will not be admitted into the Estate in this information is not supplied or if there is "no answer" from the numbers specified.

Preferred sequence of contact numbers for the unit (up to three land/cell numbers). No international numbers are accepted:

1st Number:	
2nd Number:	
3rd Number:	
Is the resident in possession of the Conduct rules?	
Signature of resident or owner / electronic submission of this form serves as acknowledgement of the Terms and Conditions contained herein:	
Date (dd/mm/yyyy):	

FOR OFFICE USE ONLY:

Type of Residence	
Entered into system	

Parking bay number/s	
Processed by	

Customer Privacy Notice

By signing or submitting this form electronically, you are authorising the Body Corporate its agents and/or employees and its successors in title, to collect, process and store your personal information in terms of the provisions of The Protection of Personal Information Act for as long as you remain a resident/are an owner of the Scheme. The collection, processing and storage of your personal information will be used for the purpose of managing the Scheme.

These purposes include, but are not limited to:

1. Circulating SMS and Email notifications for matters pertaining to the Body Corporate.
2. Sending out transgression notifications in the event of any infringement of the Conduct Rules.

Please note that Scheme may share information if it is of the opinion it is necessary to comply with the law or to protect the Body Corporate interests. It will also use your personal information to comply with any legal and regulatory requirements or industry codes to which the Body Corporate is required to subscribe or which apply to it, or when it is otherwise obliged by law to do so.

The Body Corporate security policies and procedures cover:

1. Physical security;
2. Computer and network security;
3. Access to personal information;
4. Secure communications;
5. Security in contracting out activities or functions;
6. Retention and disposal of information;
7. Governance and regulatory issues;
8. Monitoring access and usage of private information;
9. Investigating and reacting to security incidents.

It is appreciated it if you would ensure that your personal information contained herein is current and accurate and kept up to date.

If you have any questions about the notice or believe that the Scheme has not adhered to it or need further information about privacy practices, please contact the managing agent or the trustees.

ANNEXURE "B" –

Movement Control Form Available from the Managing Agent on request

THIS FORM IS USED FOR TAKING OCCUPATION OF OR VACATING A UNIT IN THE SCHEME KNOWN AS Summit & Cove

UNIT NUMBER:	
MOVING IN / OUT:	
DATE OF MOVE:	
ESTIMATED ARRIVAL TIME:	
NAME OF RESIDENTS:	
NUMBER OF OCCUPANTS:	
CELLPHONE NUMBER:	
EMAIL ADDRESS:	
REMOVAL/DELIVERY COMPANY:	
RESIDENT VEHICLE 1 (make & Reg)	
RESIDENT VEHICLE 2 (make & Reg)	
NAME OF OWNER IF DIFFERENT TO RESIDENT:	
CELLPHONE NUMBER:	
EMAIL ADDRESS:	

I hereby acknowledge that as per the Conduct Rules of the Scheme, which I have received. I may not proceed with the removal of furniture, ***whether moving in/out of the scheme***, without having submitted this form to the Managing Agent ***at least 48 hours prior to the event (working days).***

I acknowledge that I may not move in without having submitted the Welcome Pack documents to the Managing Agent prior to moving in and that no pets may be brought onto the Scheme without prior approval thereof.

Signature/Approval of Landlord Electronic submission of this form Serves as acknowledgment of the Terms and Conditions contained herein:	

Date (dd/mm/yyyy)	

Issued for and on behalf of The Amazonas Body Corporate

OFFICE USE ONLY:

Processed By:	

By signing or submitting this form electronically, you are authorising the Body Corporate its agents and/or employees and its successors in title, to collect, process and store your personal information in terms of the provisions of The Protection of Personal Information Act for as long as you remain a resident/are an owner of the Scheme. The collection, processing and storage of your personal information will be used for the purpose of managing the Scheme.

These purposes include, but are not limited to:

3. Circulating SMS and Email notifications for matters pertaining to the Body Corporate.
4. Sending out transgression notifications in the event of any infringement of the Conduct Rules.

Please note that Scheme may share information if it is of the opinion it is necessary to comply with the law or to protect the Body Corporate interests. It will also use your personal information to comply with any legal and regulatory requirements or industry codes to which the Body Corporate is required to subscribe or which apply to it, or when it is otherwise obliged by law to do so.

The Body Corporate security policies and procedures cover:

10. Physical security;
11. Computer and network security;
12. Access to personal information;
13. Secure communications;
14. Security in contracting out activities or functions;
15. Retention and disposal of information;
16. Governance and regulatory issues;
17. Monitoring access and usage of private information;
18. Investigating and reacting to security incidents.

It is appreciated it if you would ensure that your personal information contained herein is current and accurate and kept up to date.

If you have any questions about the notice or believe that the Scheme has not adhered to it or need further information about privacy practices, please contact the managing agent or the trustees.

ANNEXURE "C" – SCHEDULE OF FINES AND PENALTIES

Schedule A –Fine Schedule

First offence must be accompanied by a warning

Section	Description	SecondOffence	Repeated Offence or Severe in nature
Motor and other vehicles	Illegally parked	R500	R1000
	Washing in parking area	R250	R500
	Repairing on common property	R500	R1000
	Skateboards, roller skates used on the common property	R250	R500
	Exceedingspeedlimitof10 km/h or driving recklessly on common property	R500	R1000
	Parking or storing anything but a single vehicle in parking area or on common property	R500	R1000
	Sub-letting a parking space allocated to a unit	50% of rental for period	100% of rental for period
Laundry	Laundry visible from another section or the common property	R250	R500
	Broomsorbucketsleftonthe common property or exclusive use areas where it is visible from another section or the common property	R250	R500
Signs and notices	Illegal signs put up	R300	R500
	Legal signs put up without prior permission	R300	R500
	Signs defaced, damaged, or removed	R500	R1000
Refuse disposal	Refuse placed on top of or next to bins instead of inside of bins	R250	R500
	Illegal dumping of building, garden, packaging, or other material	R500	R1000
	Littering	R1000	R2000
Discharge into sewerage disposal system	Affecting the drainage or sewerage system through illegal materials put down the drains or toilets	R1000	R2000
Firefighting equipment	Interfering with Firefighting equipment	R1000	R2000
	Illegal use of Firefighting equipment	R1000	R2000
	Signs defaced, damaged, or removed	R500	R1000

Smoking	Smoking in non-smoking areas	R500	R1000
Noise	Noise from any source or cause resulting in a disturbance of the peaceful enjoyment of a section or the common property by any other resident	R500	R1000
Pets	Pets kept without prior written permission from the Scheme Executives	R500	R1000
	More than the maximum pets allowed		R1000
	Pets who are not spayed	R500	R1000
	Pets without a vaccination certificate	R250	R500
	Pets roaming in the common property or entering another section	R500	R1000
	Pets without a tag	R250	R500
	Pets creating a disturbance	R500	R1000
	Pets' excrement not picked up immediately	R250	R500
Activities and conduct on Common Property	Wilful damage to common property	R1000	R2000
Motor gates	Pedestrian using a motor gate	R250	R500
Tenants and visitors	Short-term rentals of less than 3 months	R1000	R2000
Business activities	Business activities performed	R1000	R2000
	Auction or jumble sale	R500	R1000
	Distribution of advertising material apart from the Notice Board	R300	R600
External and internal additions, alterations, or maintenance	Renovations done without informing the Scheme Executives prior to commencement	R250	R500
	Structural changes without prior Scheme Executives' approval	R1000	R2000
Security	Not reporting a lost tag or remote	R250	R500
	Leaving any of the pedestrian gates open	R1000	R2000

PART D
ACKNOWLEDGMENT AND UNDERTAKING TO ABIDE BY RULES

I, the undersigned:

_____

(INSERT FULL NAME)

_____

(IDENTITY NUMBER)

Being the owner/resident/tenant/occupant/contractor in respect of:

_____

INSERT UNIT NUMBER)

Do hereby:

1. Confirm that I have received a copy of the Scheme Conduct Rules.
2. Confirm that I have read the Scheme Conduct Rules and understand the content thereof.
3. Agree that I am a member of the Scheme as contemplated in the Rules read in conjunction with the Sectional Title Schemes Management Act.
4. Agree that I, together with all those who occupy the unit referred to above, under me or by virtue of any employment agreement, independent contract agreement, lease agreement or by any other way or manner is associated to me by virtue of my ownership and or occupancy of the above unit, are bound by the Scheme Conduct Rules.
5. That I am liable for the acts of all those who occupy the unit referred to above, under me or by virtue of any employment agreement, independent contract agreement, lease agreement or by any other way or manner is associated to me by virtue of my ownership and or occupancy of the above unit.
6. In undertake that I, together with all those who occupy the unit referred to above, under me or by virtue of any employment agreement, independent contract agreement, lease agreement or by any other way or manner is associated to me by virtue of my ownership and or occupancy of the above unit, shall at all times comply with and abide by the Scheme Conduct Rules.

THUS, DONE AND SIGNED BY ME ON THIS _____DAY OF _____20_____.

Signature _____

Full Name _____