

As approved at the AGM held in 2019



As approved at the AGM held in 2019

Terminology

Estate

Kleinmeer Lifestyle Village, including the common property and all sections.

Common Property

Communal facilities, including perimeter fencing, roads, buildings, parks, grassed areas, walkways etc.

Section

Residential unit and the exclusive use area (EUA).

Exclusive Parking Bay

Parking bay on the exclusive use area (EUA) of the section.

Visitors Parking Bay

Parking bay on the common property.

Trustees

Democratically elected owners who represent the body corporate.

Managing Agent

Agent appointed by the trustees to manage the estate on a higher, month-to-month level.

Estate Manager

Person/s contracted by the body corporate, and reporting to managing agent, to take care of the estate on a lower, day-to-day level.

Owners

Any person/s who legally own a residential unit in the estate.

Tenants

Any person/s that occupy, but do not own, a residential unit in the estate.

Occupants

Both owners and tenants who occupy a residential unit on the estate.

Visitors

Any person/s visiting occupants.

Contractors

Any person/s working on the estate under contract from, or with written agreement of the trustees.

Renovations

Any internal redecoration or refurbishment, including removal, creation or replacement of internal fittings, such as cupboards, sanitaryware, etc.

Alterations

Any removal, creation or modification of any structural part, including decorative work which affects the exterior appearance of a section or unit, such as sunscreens, shutters, palisade fencing, etc.

Hardscaping

Any garden fixtures such as pathways, water features, retaining systems, etc.

As approved at the AGM held in 2019

1. Use of Section/Common Property

1.1. The owner/occupant of a section shall not:

- 1.1.1. Allow more than 2 people per bedroom (either children or adults over 21), with a total of no more than 4 adults per section, to live in the section.
- 1.1.2. Use the section for any purpose other than residential purposes; not carry on a trade or business that contravenes the Local Authority byelaws or that will cause inconvenience or annoyance to other owners/occupants on any section/common property; nor hold, or permit to be held, any auction or a fete on any section/common property. No owner, resident or tenant will be allowed to conduct a business from home without the written consent of every other owner.
- 1.1.3. Deposit, throw or permit/allow the depositing or throwing, on any section/common property, of any rubbish, including dust, food, scraps, cigarette butts or any other litter.
- 1.1.4. Erect washing lines outside the drying yard of the section; nor hang any washing or other items on the section which, in the trustees' opinion, is aesthetically displeasing or undesirable when viewed from the outside.
- 1.1.5. Place play structures of any kind on the section, including but not restricted to porta-pools, trampolines or jungle gyms, without the written permission of the trustees.
- 1.1.6. Place or do anything on any part of the patio/balcony/exclusive use area of the section which, in the trustees' opinion, is aesthetically displeasing or undesirable when viewed from the outside.
- 1.1.7. Place, paint or affix any advertisement, name or lettering of any unsightly size, colour or character on any exterior wall, building, structure or roof on any section/common property.
- 1.1.8. Mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the common property.
- 1.1.9. Erect, store or leave or allow be erecting, keeping, storing or leaving any article or item on any other section/common property.
- 1.1.10. Remove any shrub, tree or plant from any other section/common property.
- 1.1.11. Build any fires for braaing or any other purposes of any sort on the common property.

1.2. The owner/occupant of a section shall ensure that:

- 1.2.1. All clear windows in their section have curtains lined with a neutral/pale fabric, or blinds with a neutral/pale, aluminium or natural wooden colour. No bright colours or patterns will be allowed.
- 1.2.2. Any broken window pane in their section is replaced within 3 days of breaking from whatsoever cause.

1.3. Procedure at the Residents Entrance and Remote Controls

- 1.3.1. An owner / occupant shall approach the residents' entrance boom or sliding gate and stop the vehicle at the Stop Line.
- 1.3.2. An owner / occupant shall operate their remote control to open the entrance boom or sliding gate and proceed through.
- 1.3.3. An owner / occupant shall not follow (tailgate) another vehicle through the boom or sliding gate.

As approved at the AGM held in 2019

- 1.3.4. An owner / occupant shall not use a remote control to allow a visitor, contractor or any other person entrance through the residents' entrance.
- 1.3.5. An owner / occupant shall ensure that they are in possession of a remote control and shall report the loss of a remote control to the Estate Manager immediately.
- 1.3.6. The Estate Manager shall not issue or encode a new remote control unless all remaining remote controls recorded as issued to that section are produced for identification.
- 1.3.7. An owner / occupant who has lost a remote control shall use the Visitors Entrance temporarily subject to submitting to the Access Control Procedures applicable at that entrance.
- 1.3.8. An owner / occupant shall not use the Visitors Entrance regularly without good reason.

2. Behaviour of Owners/Occupants/Visitors

- 2.1. All owners/occupants shall ensure that the use of their section/common property and its facilities is at all times conducted in such a manner as not to:
 - 2.1.1. Cause a nuisance, disturbance, inconvenience or annoyance to other owners/occupants, particularly in the form of loud music, radio, TV or irritable audible noise sound like loud music, radio, TV and generators etc.. In addition, owners/occupants/visitors shall not make any noise between the following times:
 - 2.1.1.1. Sunday to Thursday nights: 22h00 to 06h00;
 - 2.1.1.2. Friday to Saturday nights: 23h00 to 07h00.
 - 2.1.2. Detrimently affect the rights and interests of other owners/occupants.
- 2.2. All owners/occupants shall be responsible for the behaviour of their children, visitors, contractors and domestic servants and shall furthermore be liable for any damage to any other section/common property caused by them. Such damage shall be repaired at the cost of the owner/occupant concerned, within 14 days of notice by the trustees, and to the satisfaction of the trustees.
- 2.3. No bicycles, motorcycles, roller skates or skateboards are allowed on the walkways, or in any of the facilities.
- 2.4. No hobbies or other activities may be conducted on the common property if they cause nuisance to other owners/occupants. The trustees shall be the final adjudicators resolving complaints of this nature.
- 2.5. No firearms or pellet guns may be discharged on any section/common property.
- 2.6. No stones or other objects may be projected on any section/common property

As approved at the AGM held in 2019

3. Fixtures and Fittings, Alterations and Renovations

- 3.1. Under no condition shall the following be allowed:
 - 3.1.1. The conversion of any section storeroom/garage into sleeping quarters.
- 3.2. To ensure uniformity of appearance, the owner/occupant shall not, without the written permission of the trustees:
 - 3.2.1. Install a locking device, safety gate, burglar bars or any other safety devices for the protection of their section. The owner shall submit the proposal (design) to the trustees for written approval.
 - 3.2.2. Hardscape the garden, including but not limited to pathways, water features and retaining systems. The owner shall submit the proposal (design) to the trustees for written approval.
 - 3.2.3. Make any alterations or renovations, including but not limited to solar heating systems, air conditioning apparatus, skylights, chimneys and palisade fencing without prior approval. The owner shall follow the Architectural Guidelines (which are attached as ANNEXURE A to these Rules of Conduct and form part of the Rules of Conduct) as amended and approved at the last AGM or Special General Meeting.

A copy of which is available from the Estate Manager or may be downloaded in PDF format from the official Kleinmeer website: www.kleinmeer.co.za
- 3.3. The owner hereby indemnifies the body corporate in respect of any damage caused to other sections/common property, either inside or outside, and shall pay all costs of repairing and restoring any such damages caused during the course of any work being carried out on their section.

4. Vehicles and Parking

- 4.1. Any vehicle entering or parking in the estate is subject to the express condition, that it is parked at the owner's risk and responsibility, and that no liability shall attach to the body corporate, or its agents or any of their employees, for any loss or damage of whatsoever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle being in the estate.
- 4.2. An owner/occupant shall not park or stand any vehicle upon the common property or allow visitors' vehicles to be parked or stood upon the common property without written permission of the trustees. The trustees may cause to be removed, wheels clamped or towed away at the risk and expense of the owner of the vehicle parked, standing or abandoned on the common property as parked without the trustees written permission. No parking on pedestrian sidewalks or in the roads will be allowed.
- 4.3. An owner/occupant's vehicle may be parked only in the garage or on their exclusive parking bay or on their driveway, in such a way that the flow of traffic and access to and from other sections/common property are not obstructed. Under no circumstances may owners/occupants park their vehicles in visitor parking bays between 08:00 and 21:00 or on the common property grass. Vacant visitor parking bays are available to residents from 21:00 to 08:00 on a "first come first serve" basis
- 4.4. A visitor's vehicle may be parked only on such areas of the common property as are specially indicated or approved by the trustees for that purpose, and in such a way that the flow of traffic and access to and from parking bays/sections/common property are not obstructed. One vehicle may not occupy two parking bays, and no vehicle may occupy a visitors parking bay for more than 24 hours. Owners/occupants shall ensure that their visitors park correctly.
- 4.5. An owner/occupant shall ensure that their vehicles and the vehicles of their visitors do not drip oil, brake fluid and/or any other fluid or liquid of whatever nature on the estate or in any other way deface the estate. If dripping occurs, its removal or repair will be for the account of the owner/occupant concerned.
- 4.6. No owner/occupant/visitor will be permitted to dismantle or affect any minor or major repairs to any vehicle on the estate, other than the changing of a flat tyre.
- 4.7. Damaged vehicles and vehicles that are not in general use, or that are not roadworthy may not be parked within the estate, other than for such short periods with written permission by the trustees.
- 4.8. No heavy vehicles longer than 11m may enter the estate whatsoever. No heavy vehicles with more than 2 axles may enter the estate.
- 4.9. No commercial-type vehicles, trucks, caravans, trailers, boats or any other heavy vehicles (longer than 6m and/or heavier than 3 tons and/or more than 2 axles) may be parked within the estate other than on specific parking bays created for such vehicles, with the written permission of the trustees. Such bays must be rented from the body corporate.
- 4.10. An owner/occupant may wash their vehicle on their EUA (exclusive use area) with their own water. No washing of vehicles will be allowed on the common property, and no visitor vehicles may be washed in the estate.
- 4.11. Hooters shall not be sounded within the estate, except, in emergencies.
- 4.12. Vehicles shall not exceed the speed limit of 20km/h in the estate.
- 4.13. Bicycles, motorcycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.

As approved at the AGM held in 2019

5. Parking Bays

- 5.1. An owner/occupant shall not use their exclusive parking bay in such manner or for such purpose as is likely to impair the safety, appearance or amenity of sections or other parts of the common property.
- 5.2. An owner/occupant shall permit the body corporate access to, and across their exclusive parking bay for purposes reasonably required for maintenance, upkeep and cleaning of the parking bay and surrounding areas.
- 5.3. An owner shall not be entitled to erect a carport, canopy, awning, shadecover or the like on their exclusive parking bay.
- 5.4. The body corporate shall be responsible for maintaining the parking bays. The expenses incurred by the body corporate in respect of the aforesaid, shall be apportioned equally over the total number of parking bays, and the trustees shall be entitled to recover from the owners such equal portions of the expenses, as relate to the parking bays in respect of which they enjoy exclusive use.

As approved at the AGM held in 2019

6. Gardening

- 6.1. An owner/tenant may plant indigenous plants, shrubs, grass and trees that are indigenous to the Republic of South Africa. Exotic plants will be allowed, in moderation, provided they are planted in pots. Such exotic plants shall not be visible from the road. The owner shall be responsible for the cost and maintenance of all such plants. Owners who wish to plant a "lemon Tree" or herbs (or similar exotic plants), in their gardens [not in pots], may apply in writing to the Estate Manager for approval by the Trustees
- 6.2. An owner / tenant who has planted exotic plants that have not been approved in terms of 6.1 above and that are not planted in pots will be requested, in writing, to remove such plants. Failure to do so shall entitle the trustees to remove them at the owner's sole expense.
- 6.3. All pots must be either fibre cement or clay, in the natural colours similar to the units (earth tones and cement grey) or the woodwork (dark brown or rust), without being overly ornate or decorative. Natural planting is encouraged, and pots should be limited to no more than 12 pots, or as determined by the trustees, and at their sole discretion.
- 6.4. To ensure uniformity of appearance, the owner/tenant shall not, without the written permission of the trustees, hardscape the garden, including but not limited to pathways, water features and retaining systems. The owner shall submit the proposal (design) to the trustees for written approval.
- 6.5. An owner/tenant shall permit the body corporate access to, and across their exclusive use area, for purposes reasonably required for maintenance, upkeep and cleaning of the exclusive use area.
- 6.6. An owner/tenant shall be responsible for the maintenance and upkeep of all plants & trees within their EUA, and the maintenance and upkeep of any pools/spas. Failure to do so shall entitle the trustees to clean such gardens and pools/spas at the owner's sole expense. No creepers and or vines are allowed to grow onto pergolas.

As approved at the AGM held in 2019

7. Pets

- 7.1. An owner and / or an occupant shall not, without the prior written consent of the Trustees, keep any animal, reptile or bird in a section, which approval may not be unreasonably withheld.
- 7.2. Trustees shall consider each application on its merits, taking into consideration the facts and circumstances relating to each application, including, but not limited to, the size, nature and temperament of the animal, reptile or bird, and the size and nature of the scheme and the applicant's section.
- 7.3. When granting approval, the Trustees may prescribe any reasonable condition.
- 7.4. The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of rule 7.3 above.
- 7.5. In the event of approval being withdrawn in terms of rule 7.4 above, the Trustees shall have the right to require that any animal, reptile or bird kept, be removed from the scheme.
- 7.6. Upon written application to the Trustees, each owner and / or occupant shall complete and submit a "Pet Registration Form", which is annexed to these Conduct Rules as Annexure "C".
- 7.7. Each owner or tenant shall be allowed to keep a maximum of (1) animal (dog or cat), reptile or bird within their section.
 - 7.7.1. Each owner or tenant who is already keeping (2) animals (dogs or cats), reptiles or birds at the date of inception of this Conduct Rule may continue to keep such animals. Upon the demise of one of the animals, such owner or tenant shall not replace it and shall thereafter be restricted to the keeping of (1) animal (dog or cat), reptile or bird.
- 7.8. Any animal, reptile or bird shall not be permitted on any part of the common property unless carried or controlled on a leash, not exceeding 1.4 meters in length. In the event that the animal, reptile or bird fouls the common property, the person accompanying it shall immediately remove the fouling.
- 7.9. Any dogs and / or cats shall be identified by means of a tag, clearly stating its name and the contact number of its owner.
- 7.10. Any dogs and / or cats kept within the scheme, shall be vaccinated and a veterinary certificate to this effect must be available to the Trustees upon request.
- 7.11. Any dogs and / or cats kept within the scheme shall be allowed to roam freely within the respective section.
- 7.12. Cats are to be sterilised and a veterinary certificate to this effect must be available for scrutiny by the trustees.
- 7.13. The Trustees and / or Estate Manager must be notified immediately of any loss, departure or death of any animal, reptile or bird, and such animal, reptile or bird may not be replaced without the prior written consent of the Trustees.
- 7.14. The Trustees shall in their absolute discretion be entitled to require the permanent removal from the scheme any animal, reptile or bird, which in the opinion of the Trustees creates an unreasonable disturbance.

As approved at the AGM held in 2019

8. Refuse Disposal

- 8.1. The owner/occupant shall ensure that, before refuse is placed in the bin, it is securely wrapped, or in the case of tins or other containers, completely drained. No refuse of any nature is to be left on the driveway alongside the bin. If the bin is full the excess refuse should either be stored until the following week, placed in a neighbour's bin or be taken to the bin-yard where spare bins will be made available.
- 8.2. The owner/occupant shall place the bin outside their garage on the driveway no earlier than 17h00 the night before it is collected, and replace the bin no later than 20h00 on the day it is returned.
- 8.3. The owner/occupant shall store the bin inside the garage or drying yard, where it is not visible from outside.
- 8.4. No garage/garden rubble may be left outside the section at any time.

As approved at the AGM held in 2019

9. Levies and Insurance

- 9.1. Members are liable to pay the levies, calculated according to the participation quota attached to each unit in respect to their unit in one instalment, in advance on the first day of the financial year in which it is due. Members will be afforded the opportunity to pay their levies in twelve equal instalments. Instalments which shall be paid in advance on the first day of each month, and are payable within 7 days, after which interest at a rate as determined by the trustees will be payable thereon. Non-payment will result in being handed over.
- 9.2. The body corporate shall insure sections at their replacement value, and not the market value. It shall be the owner's responsibility to obtain this value from the trustees, and should the owner have a bond registered over the section, which is higher than the replacement value, it shall be the owner's responsibility to take out additional insurance cover. The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all time, be the sole responsibility of the owner/occupant in question.
 - 9.2.1. An owner/occupant shall not do, or permit to be done, in their section/common property, anything which will, or may increase the rate or premium payable by the body corporate on any insurance policy, or which may tend to violate any such insurance policy, nor bring onto the premises or building any hazardous substances and/or any form of machinery whatsoever.
 - 9.2.2. An owner/occupant shall not store or harbour in their section/common property any goods that may violate any fire insurance policy held by the body corporate, or increase the premium payable in respect of such policy.

As approved at the AGM held in 2019

10. Eradication of Pests

- 10.1. An Owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, their 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 reasonably necessary to eradicate any such pests. The cost of inspection, eradication of such pests as may be found within the section, replacement of any woodwork or other material forming part of such section that may be damaged by any such pests, shall be borne by the owner of the section concerned.

As approved at the AGM held in 2019

11. Facilities

The facilities include all areas that are specifically there for the use of all owners/occupants, including but not limited to the gym, swimming pool, clubhouse, gazebo and the ponds and creeks.

- 11.1. In addition to the rules listed below, all the rules and restrictions as per the signboards at the facilities must be adhered to at all times.
- 11.2. An owner/occupant and their children/visitors shall at all times adhere to the following:
 - 11.2.1. The facilities are for the use of owners/occupants and their children only, and their visitors, if accompanied by the owner/occupant.
 - 11.2.2. Children under the age of 12 are to be accompanied by an adult at all times. After 20h00, children, under the age of 18 are to be accompanied by an adult.
 - 11.2.3. Suitable attire to be worn in all facilities.
 - 11.2.4. No bicycles, motorcycles, tricycles, roller skates or skateboards are allowed in any of the facilities.
 - 11.2.5. No animals are allowed in any of the facilities, excluding the gazebo.
 - 11.2.6. No glass bottles or containers are allowed in any of the facilities, excluding the clubhouse and gazebo.
 - 11.2.7. No alcohol is to be consumed in any of the facilities, excluding the clubhouse and sunset deck.
 - 11.2.8. No drunkenness will be tolerated in any of the facilities.
 - 11.2.9. No offensive behaviour will be tolerated in any of the facilities.
 - 11.2.10. No braaing is permitted in any of the facilities other than in the specifically built braai on the sunset deck.
 - 11.2.11. No littering is permitted; all refuse is to be removed from all the facilities.
 - 11.2.12. No swimming or paddling is allowed in any of the ponds or creeks.
 - 11.2.13. No throwing of any objects into any of the ponds or creeks.
 - 11.2.14. No private functions to be arranged in any of the facilities, without prior written consent of the trustees.
 - 11.2.15. Any damage to property in any of the facilities will be for the owner/occupant's account.
- 11.3. The following facilities may only be used during the times as stated below:
 - 11.3.1. Swimming Pool & Gym:
Monday to Thursday: 05h00-22h00
Friday: 05h00-23h00
Saturday: 07h00-23h00
Sunday: 07h00-22h00
 - 11.3.2. Tennis Court:
Monday to Thursday: 08h00-20h00
Friday: 08h00-21h00
Saturday: 09h00-21h00
Sunday: 09h00-20h00

As approved at the AGM held in 2019

- 11.4. The times that the facilities may be used may be amended at a general meeting of the body corporate. In this regard only owners permanently residing in the complex may be eligible to vote.

As approved at the AGM held in 2019

12. Letting of Sections

- 12.1. All tenants of Sections and other persons granted rights of occupancy by any Owner of the relevant Section 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.
- 12.2. No letting shorter than 6 [six] months shall be allowed whatsoever, without the prior written consent of the Trustees. The Trustees may impose rules as to the operation of the short term letting scheme and any other conditions including the payment of any extra costs considered necessary to administer the scheme.
- 12.3. The Owner shall be obliged to notify the Trustees of any short term occupancy for security purposes. The Owner shall notify the Trustees in writing **prior** to allowing any such person access into the estate.
- 12.4. Notwithstanding anything to the contrary contained in any lease agreement, the Owner of a Section shall, as far as the Trustees is concerned, be liable for:
 - a) All fines imposed by the Trustees in terms of these rules on the Owner and Occupier of a Section.
 - b) An administrative fee, as determined by the Trustees from time to time, shall be charged to the Owner of a Section by the Trustees for : -
 - i separate or additional statements to be sent to an Occupier/Tenant or other party in respect of any charges imposed by the Trustees.
 - ii statements for income tax purposes.
- 12.5. Within 7 [seven] days of entering into a lease agreement in respect of a Section, the Owner shall notify the Trustees of:
 - 12.5.1 The full names, ID numbers, address and telephone number of the Tenant and other Occupiers of the Section.
 - 12.5.2 The duration of the lease.
 - 12.5.3 The amount of persons who will occupy the Section.
 - 12.5.4 All Tenants and/or Owners must be in possession of an access disc/remote to the Development.
- 12.6. A complete copy of the Conduct Rules must accompany the agreement of lease and/or tenancy. A right of recourse against the Owner is reserved in the event of the Tenant and/or Occupier failing and/or refusing to comply with the rules. An Owner shall remain responsible for the conduct of his Tenant and/or Occupier and penalties imposed on them in terms of the Conduct Rules, may be recovered from the Owner, if not paid accordingly.
- 12.7. An Owner shall, prior to concluding an agreement to lease his Section or prior to granting right of occupancy thereto, be obliged to obtain from the proposed Tenant or Occupier a written undertaking to comply fully with the Conduct Rules for the duration of his lease or occupation. Failure to obtain a written undertaking does not absolve an Owner from ensuring compliance to the Conduct Rules by his Tenant and/or Occupier.
- 12.8. An Owner shall notify the Trustees and/or managing agent forthwith in writing of any change of Ownership in, or occupation of his Section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered Owner, and of any mortgage of or other dealing in connection with his Section. The aforementioned notification shall contain the date of occupation, the new contact details of the seller and the contact details of the purchaser.
- 12.9. No form of "time-sharing" or any similar arrangement whereby a person other than the Owner or his or her immediate family may utilize a Section for a specified period or periods of time may be concluded in respect of a Section.
- 12.10. In order to maintain a high standard of tenancy and to ensure that the capital appreciation of the development is not impaired the Body Corporate will appoint an independent rental agency to assist the Owner with tenant screening and other administrative functions, entrusted to it by the Trustees from time to time.
- 12.11. Without limiting the generality of the foregoing each owner of a section who wishes to rent out his section shall ensure that:

As approved at the AGM held in 2019

- a) he uses the specifically prepared standardised Agreement of Lease
- b) all tenants are "screened" by the accredited agents and the results disclosed to the Managing Agents prior to the signing of rental agreements.

The rental agency shall advise the owner, within forty eight hours of submission of the request for screening of a tenant, the result of the screening. Should the result be negative the owner may not rent his apartment to such prospective tenant but such owner shall have a right to appeal the Rental Agency's decision to the Trustees of the Body Corporate whose decision shall be final and binding on the owner.

13. Selling of Sections

- 13.1. In order to ensure that the security and harmony of the residents is not compromised, written permission by the trustees is required before any estate agent may operate on the estate, and any guidelines as laid down by the trustees must be adhered to. Should an estate agent, at any point, not comply with the guidelines as laid down by the trustees, such estate agent may be banned from the estate, either temporarily, or permanently. In the case of such an event, any properties for sale by the defaulting agent, including mandates, will no longer apply.
- 13.2. Should an owner wish to sell their section, they may appoint an estate agent approved by the trustees in writing, or they may sell the property privately. If they choose to sell privately, written permission by the trustees is required, and any guidelines as laid down by the trustees must be adhered to. Only accredited estate agents may be used for selling/purchasing of units, otherwise written motivation for not wishing to use an accredited agent must be submitted to the trustees for consideration.
- 13.3. Any owner wishing to sell their section must register it with the managing agent.
- 13.4. No signage, ribbons, flags, balloons or any other marketing material will be allowed within the estate.
- 13.5. There shall be no show houses whatsoever. All viewings must be by appointment. It will be the owner's responsibility to ensure that the estate agent accompanies prospective purchasers/viewers from the gates to the section, and then return them to the gates after the viewing is completed. At no time may the prospective purchasers enter the estate unaccompanied.
- 13.6. Notwithstanding the above, the trustees may impose additional rules as they deem fit, to regulate the selling of sections to ensure that the security and harmony of the residents are not compromised.

As approved at the AGM held in 2019

14. Signage

- 14.1. No owner/occupant shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any section/common property, so as to be visible from outside the section, without the written permission of the trustees.
- 14.2. The trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be affected at the risk and cost of the owner and such owner/occupant shall have no claim against the body corporate or the trustee as a result of their functions performed in terms of this provision.
- 14.3. No owner/occupant shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on the outside of their unit, or anywhere that is visible.

15. Breach

- 15.1. If the conduct of an owner or an occupier of a section or his or her visitors in the opinion of the Trustees constitutes a:
- a. nuisance; or
 - b. breach of any duty of the owner under section 44 of the Act; or
 - c. breach of any of the duties of owners and occupiers of sections contained in prescribed management rules 68 to 70 (inclusive), or
 - d. breach of any of the scheme's conduct rules;

The Trustees may furnish the owner or occupier with a written notice which may in the discretion of the Trustees be delivered by hand or by registered post or by email. In the notice the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.

- 15.2. If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular rule the Trustees of the "rules committee", the composition of which will be at the discretion of the Trustees, must discuss the matter and decide on a course of action.
- 15.3. In the case of a Minor transgression (as defined within this document) a written notice, delivered by e-mail and by hand by which the alleged offender (whether owner or occupier) is informed of the decision taken and in which he or she is invited to submit a written appeal, stating clearly the grounds for such an appeal. The appeal must be lodged with the estate manager within 10 working days of receipt of the notice.

In the case of a Serious transgression (as defined within this document) a written notice, by e-mail and by hand by which the alleged offender (whether owner or occupier) is informed of the decision taken and in which he or she is invited to attend a meeting with the rules committee, must be at least 7 days before the meeting is held. At the meeting the alleged offender must be given an opportunity to present his or her case, but except in so far as he or she is permitted by the chairperson of the disciplinary committee, he or she may not participate in the conduct of the meeting.

- 15.4. After the owner or occupier has been given the opportunity to present his or her case, and if 75% (seventy five percent) of the Trustees present at the meeting agree that a provision of the Conduct Rules or the Act has been breached, the Trustees may by majority decision impose on the offender a fine as prescribed in Annexure "D", the Fining Schedule. The monetary amounts of the fines in terms of this rule shall, at the request of any owner, be reviewed at any annual general meeting and may be amended by majority vote.
- 15.5. A member of the rules committee shall not be permitted to participate in the decision-making referred to in Rule 15.4 above in that capacity if he or she or any person who occupies the residential section which he or she owns or represents is the alleged offender.
- 15.6. Any fine imposed in terms of rule 15.4 above may, if it is not paid by the offender within 14 days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of section 37(1) of the Act and claimed by the Trustees as part of the monthly instalments payable by the owner with the interest at the rate determined by the Trustees for overdue levies.
- 15.7. Should the Trustees institute any legal proceedings against any owner for the enforcement of any of the rights of the Body Corporate in terms hereof, the Body Corporate shall be entitled to recover all legal costs so incurred from the owner, calculated as between attorney and client.

As approved at the AGM held in 2019

Fining Schedule (with or without amendment):

Annexure "D" to Rules of Conduct

Minor breaches of the Conduct Rules

First offence: Written warning;

Second offence: R100.00;

Third offence: R250.00;

Further offences: R500.00;

Parking illegally within the scheme;

Speeding within the scheme;

Allowing animals to wander unattended around the scheme;

Failing to remove pet/s fouling within scheme;

Failing to remove building rubble from scheme;

Using plants not included on the approved list of indigenous plants within the scheme;

Washing hanging outside of the designated drying yards within the scheme;

Leaving bins outside of the designated areas within the scheme;

Children causing a disturbance within the scheme.

Serious breaches of the Conduct Rules

First offence: Written warning;

Second offence: R250.00;

Third offence: R500.00;

Further offences: Meeting of the disciplinary committee

Disregarding the rules applicable to the use of facilities within the scheme;

Damage to property within the scheme;

Disturbing the peace / creating an undue nuisance within the scheme;

Proceeding with any renovations and / or alterations without the prior written approval of the Trustees.

Kindly note that Prescribed Management Rule 71 of Annexure 8 of the Regulations to the Sectional Titles Act 95 of 1986, provides for the determination of disputes by arbitration. As such, the Trustees may consider that it may not be necessary to insert a Conduct Rule relating to a further dispute resolution process, other than that provided for in Conduct Rule 15 and Prescribed Management rule 71.

16 General

- 16.1. The body corporate, its trustees and its agents shall not be liable for any injury or loss or damage of any description which any owner/occupant of a section or any member of his family, his employees or servants or his relative, friend, acquaintance, visitor, invitee or guest may sustain, either physically or to his or their property, whether directly or indirectly, in or about the common property, or in the individual section, by reason of any defect in the communal area, its amenities nor any act performed, or for any neglect on the part of the trustees or any of the trustees employees, servants, agents or contractors, with the exception of damage to property by contractors of the body corporate.
- 16.2. The electric fence has been installed to enhance the security in the complex. The body corporate, its trustees and its agents shall not be held liable for any persons coming in contact with the fence.
- 16.3. The body corporate, its trustees and its agent's representatives and servants shall not be liable or responsible, in any manner whatsoever, for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 16.4. All complaints regarding the violation of these rules or any other cause of concern must be raised in writing, and addressed to the Chairman.

As approved at the AGM held in 2019



RULES OF CONDUCT

OWNER'S DETAILS

If owner, for and on behalf of all owners of the section:

Full Name _____

Telephone (H) _____ (W) _____ (C) _____

Email Address _____

Street Address _____

TENANT'S DETAILS

If tenant, for and on behalf of all tenants of the section:

Full Name _____

Telephone (H) _____ (W) _____ (C) _____

Email Address _____

Street Address _____

I hereby agree to abide by the Rules of Conduct, as set out herein.

Signed (Name: _____)

Date

Witness 1 (Name: _____)

Witness 2 (Name: _____)