



# **The Bedfordview Frontier Body Corporate Conduct Rules**

## INTERPRETATION OF TERMS

In the interpretation of these rules, unless the context otherwise indicates:

- a) "Act" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time, to time and any regulations made and in force thereunder;
- b) 'Association' means The Bedfordview Frontier Homeowners' Association;
- c) 'Board of Trustees' means the board of Trustees of the Association, unless otherwise clear from the context;
- d) "Body Corporate" means the Bedfordview Frontier Body Corporate as determined in sections 35 to 43 of the Sectional Titles Act;
- e) 'Common Facilities' means the common facilities to be established in the Development or such other designated property, comprising, but not necessarily limited to, a clubhouse, an entrance gatehouses, roads, perimeter walls, gardens, common property, open areas and security;
- f) "Common Property" means upon the opening of any sectional title register within the Development, those areas in any such scheme that are defined as "common property" in the Act, and may include all roads and common facilities within the Development;
- g) "Development" means the Bedfordview Frontier Sectional Title Schemes, of which this Scheme is one, and any phase/s thereof to be established on one or more of Erf 8172 Kensington and Erf 8173 Kensington Extension 10 Township, Registration Division I.R., The Province of Gauteng;
- h) "Managing Agent" means a managing agent appointed in terms of clause 35.3.5 of the Constitution of the Association;
- i) "Occupier" means the person occupying any section and "resident" shall have a corresponding meaning;
- j) "Owners" mean the registered owners of the units, who are responsible for members of their households, their guests, invitees, residents and lessees;
- k) "Parked" refers to any mode of transport which is stationary in one position either in a demarcated parking space or on common property for any length of time;
- l) 'Scheme' means the Bedfordview Frontier sectional title scheme, which scheme forms part of the Development;
- m) "Section" means a section shown as such on the sectional plan of the Scheme;
- n) "Trustees" means the Trustees of the Body Corporate appointed in terms of the Sectional Titles Act, unless otherwise clear from the context;
- o) "Unit" means a Section together with its undivided share in the Common Property apportioned to that Section in accordance with the quotas of the Section and includes the relevant exclusive use areas, if any;
- p) words importing -
  - a. the singular number only shall include the plural, and the converse shall also apply;
  - b. the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders;
- q) words and expressions, to which a meaning has been assigned in the Act, shall bear the meaning assigned to them;
- r) the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

## **INTRODUCTION**

- (1) The Development shall comprise various sectional title schemes, of which this Scheme will be one, together with the Common Facilities.
- (2) The members of the Association, as such owners in the respective sectional title schemes, shall share the Common Facilities and enjoy traversing rights over each other's property, rendering the individual management, administration and control of the respective sectional title schemes expensive and impractical.
- (3) Therefore, notwithstanding any rule contained herein and in order to:
  - (i) save on administration costs, management fees and expenses; and
  - (ii) where necessary comply with various Acts and legislation that may be or may become applicable to the Development; and
  - (iii) overcome any practical restrictions and conflicts in the applicable legislation and in order to effectively manage, control and administrate the affairs of the respective Bodies Corporate through a single body,

the duties, functions and powers of the Body Corporate and its Trustees shall be assigned to the Association and its Board of Trustees as contemplated in Regulation 30(2)(a) and (b) of the Act.
- (4) The Association and its Board of Trustees therefore shall be responsible for the enforcement and management of these Conduct Rules.
- (5) The Trustees may however, conduct business pertaining exclusively to the Bedfordview Frontier Scheme with due prior notice thereof to, and the consent thereto by the Board of Trustees. Such business shall be concluded in a manner according to the Constitution of the Association, the Management Rules and these rules, with amendments where necessary.

## **THE BEDFORDVIEW FRONTIER BODY CORPORATE CONDUCT RULES**

### **1. ANIMALS, REPTILES & BIRDS**

#### **1.1 Written Permission**

An Owner or Occupier of a Section shall not, without consent of the Board of Trustees in writing, which may not unreasonably be withheld, keep any animal, reptile or bird in a Section or on the Common Property. The housing of any animal, reptile or bird must be within the municipal by-laws boundaries.

#### **1.2 Conditions**

The Board of Trustees may prescribe any reasonable condition for the keeping of such animal, reptile or bird.

- 1.2.1 Owners and Occupiers are required to keep their pets within the confines of their enclosed areas, and when taken into common areas, must be on a leash and under strict supervision.
- 1.2.2 Owners and Occupiers will be required to ensure that any mess made by their pets in the common areas is immediately cleaned up by themselves.
- 1.2.3 Pet owners are expected to ensure their pet dogs and cats are tagged displaying the owner's contact information and unit number. This will be at the owner's cost.

- 1.2.4 The Board of Trustees will restrict the number of pets per unit to 2 (two) and implore Owners to consider the size of their pet in relation to their unit's size and position. No dogs, cats or any other permitted pets or animals are permitted which are measured to be taller than 50cm in height from the ground up to the top of the front shoulder blade.
- 1.2.5 No animals considered to be dangerous by the Board of Trustees will be permitted.
- 1.2.6 Owners and Occupiers are obliged to send updated vaccination certificates to the Estate Manager on an annual basis.

The conditions outlined by the Board of Trustees will not be imposed unfairly but rather in the interests of the surrounding neighbours as well as in the best interests of the pet. The size of and care levels required for each pet will be considered prior to approval.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or removal of any of the above in the event of non-compliance

### **1.3 Withdrawal of Permission / Imposing of Fines / Removal of Pets**

The Board of Trustees may withdraw such approval in the event of the contravention of any condition outlined by the Board of Trustees, as prescribed in terms of clause 1.2 above. The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or ordering the removal of Pets in the event of non-compliance of the above conditions.

### **1.4 Liability**

The owner of any animal, reptile or bird that causes any injury, damage or inconvenience will be solely liable for such injury, damage or inconvenience. Any Owner or Occupier must ensure that their animals are not a source of disturbance (noise or otherwise) to other Owners or Occupiers.

### **1.5 Board of Trustees Decision Final**

The Board of Trustees' decision regarding any matter with regards to animals, reptiles and birds shall be binding.

## **2. REFUSE DISPOSAL**

An Owner or Occupier of a Section shall:

- 2.1 Maintain in a hygienic and dry condition, receptacles for refuse within his Section, their exclusive use area or on such part of the Common Property as may be authorized by the Board of Trustees in writing.
- 2.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 2.3 For the purpose of having the refuse collected; place such receptacle within the area (should the service provider be unavailable to do so) and at the times designated by the Board of Trustees.
- 2.4 Not place any large cardboard, polystyrene or builder's rubble into the receptacle, but shall dispose of this in his / her personal capacity.
- 2.5 Be encouraged to separate their refuse at source for placement into separate recyclable waste containers in order to incorporate reduction, recycling, re-using and disposal of waste where appropriate.

### **3. VEHICLES**

#### **3.1 Parking**

No Owner or Occupier shall park or stand any vehicle on the Common Property, or allow any vehicle to be parked on the Common Property or demarcated parking bays, without the written consent of the Board of Trustees, except in respect of those areas of the Common Property specifically demarcated for that purpose. No parking will be tolerated on the Common Property grass areas.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or removal of any of the above in the event of non-compliance.

The Board of Trustees may, for this purpose, from time to time demarcate areas of the Common Property where parking of motor vehicles is permitted, and similarly demarcate other areas of the Common Property where parking of motor vehicles is not permitted.

#### **3.2 Tow-away**

The Board of Trustees may cause to be removed or towed away, at the risk and expense of the Owner of the vehicle, any vehicle parked and/or standing or abandoned on the Common Property for a period of 7 (Seven) working day.

#### **3.3 Leaks**

All Owners and Occupiers of Sections shall ensure that their vehicles, and the vehicles of their guests, do not drip oil or brake fluid onto the Common Property or in any other way deface the Common Property. If an Owner or Occupier of a Section contravenes this rule they will compensate the Body Corporate for the fair reasonable and necessary cost of restoring / repairing / cleaning of such Common Property.

#### **3.4 Repairs**

No Owner or Occupier of a Section shall be permitted to dismantle or affect any major repairs to any vehicle on any portion of the Common Property, an exclusive use area or in a Section.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or removal of any of the above in the event of non-compliance

#### **3.5 License**

No Owner or Occupier of a Section shall be permitted to drive any vehicle on the Common Property or in any exclusive use area without a valid driver's license for that vehicle in accordance with the South African Road Traffic Act 93 of 1996.

#### **3.6 Speed**

No Owner or Occupier shall be permitted to speed on any part of the Common Property or in any exclusive use area.

#### **3.7 Dangerous Driving**

No Owner or Occupier shall drive or allow to be driven any vehicle on the Common Property or in any exclusive use area in any manner that may be dangerous to either himself or to anyone else or to any property.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or

removal of any of the above in the event of non-compliance

### 3.8 **Obstruction**

The Owner or Occupier of any Section shall not park or permit to be parked any vehicle, or place any item or article, in such manner as to obstruct any passageways, roads, exits from or entrance to the Development, or any entrance to or exit from any Section or authorized parking bay of any other Owner or lawful occupant.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or removal of any of the above in the event of non-compliance.

The Board of Trustees may in the event of repeated contravention of this rule, cause to be removed or towed away any such vehicle at the risk and expense of the Owner of the vehicle or the Owner or Occupier of the Section which the driver of the vehicle was visiting at the time.

### 3.9 **Other modes of transport**

Caravans and boats are not allowed to enter the Development without the prior written consent of the Board of Trustees. Trailers may only be parked overnight within the Owner's allocated parking area and should not protrude or obstruct any other Owner's parking area.

No unlicensed modes of transport are permitted to be utilized within the Development.

No skateboards, roller blades or similar other items are permitted to be ridden within the Development.

No vehicle with a tonnage over 5 (five) tons will be allowed to enter the Development.

The Board of Trustees reserve their rights in terms of the imposing of fines (in terms of clause 23) and/or removal of any of the above mentioned unauthorized modes of transport.

### 3.10 **Motor Vehicle Accidents**

The Board of Trustees are not responsible for any motor vehicle accidents or incident as defined in the Road Traffic Act that occurs within the Development.

## 4. **DAMAGE. ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY**

### 4.1 **Damage**

An Owner or Occupier of a Section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the Common Property, without first having obtained the written permission of the Board of Trustees.

### 4.2 **Security Gates**

Notwithstanding rule 4.1, an Owner or person authorized by him / her, may install:

- a. any locking device, safety gate, burglar bars or other safety device for the protection of his / her section; **OR**
- b. any screen or other device to the inside of his / her section to prevent the entry of animals or insects.

provided that the Board of Trustees have first approved in writing the nature, design and color of the device and the manner of its installation.

The outside of the Units in a Scheme must be uniform and no changes are permitted to the outside to destroy the facade of the Development.

The inside of the Unit belongs to the Owner and the Owner may within reason erect approved security measures of his/her choice - however, the Board of Trustees may intervene should the choice be damaging to the harmony and aesthetics of the Development.

## **5 APPEARANCE FROM THE OUTSIDE**

### **5.1 Appearance**

The Owner or Occupier of a Section shall not place or do anything on any part of the Common Property, including patios, stoops, gardens or fences which, in the discretion of the Board of Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Section.

### **5.2 Fences**

No Owner or Occupier of a Section shall erect or allow to be erected any form of additional fencing on any part of the Common Property or in any exclusive use area.

### **5.3 Lighting**

No Owner or Occupier shall erect or cause to be erected or installed any lights or lighting apparatus on any part of the Common Property or exclusive use area without the written consent of the Board of Trustees first having been obtained.

Owners and Occupiers shall be encouraged to use low-energy light bulbs.

### **5.4 Structure Erection**

No Owner or Occupier shall erect any structure of any nature whatsoever, including but not limited to swimming pools, umbrellas, braai facilities, saunas and Jacuzzis, which are of a permanent or semi-permanent nature, without the written consent of the Board of Trustees first having been obtained.

### **5.5 Antennas, Satellite Dishes, Solar Water Heating and Air Conditioners**

Residents may not install aerials, satellite dishes or other antennas:

- 5.5.1 on the roof of their Sections without the prior consent and / or approval of the Board of Trustees;

There is one satellite dish for each block no further satellite dishes are required or permitted.

Residents may not install air conditioners either on the inside or outside of the sections or utilize mobile air conditioners.

### **5.6 Storage**

No Owner or Occupier shall store or allow to be stored any item on his balcony, other than pot plants and garden furniture having regard to the provisions following herein.

An Owner or Occupier of a Section shall be permitted to place and keep on his balcony such pots and pot plants and garden furniture, being furniture meant and designated for outside use, as may be approved by the Board of Trustees from time to time.

The Board of Trustees reserve the right to instruct an Owner or Occupier to remove such pot plants, pots or garden furniture, or items of a similar nature from his / her balcony or exclusive use area, if in the discretion of the Board of Trustees, such item or items are undesirable when viewed from the outside of a Section.

## **6 SIGNS AND NOTICES**

No Owner or Occupier of a Section shall place or allow to be placed any sign, notice, billboard, poster or advertisement of any kind whatsoever on any part of the Common Property or of a Section, so as to be visible from the outside of the Section.

## **7 LITTERING**

No Owner or Occupier of a section shall deposit or allow to be deposited or thrown on the Common Property, any rubbish including dirt, cigarette butts, food or food scraps or any litter whatsoever.

The Owner or Occupier of any Section shall not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any Section.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or removal of any of the above in the event of non-compliance.

## **8 LAUNDRY**

No Owner or Occupier of a Section shall hang any washing or laundry or any other items on any part of the Common Property so as to be visible from the outside of the building or from any other Section.

An Owner or Occupier of a Section shall not erect his / her own washing lines.

An Owner or Occupier of a Section shall be permitted to make use of a non-permanent clothing horse on the patio of the Unit.

The Board of Trustees reserve their rights in terms of ordering the removal of items mentioned above.

## **9 STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

### **9.1 Storage**

An Owner or Occupier of a Section shall not store any material or permit or allow to be done, any other dangerous act in the building or on the Common Property in quantities which may increase the rate of the premium payable by the Board of Trustees on any insurance policy.

### **9.2 Firearms**

The Owner and/or Occupier shall comply with the Fire Arms Ammunition Act.

### **9.3 Electricity Supply**

No Owner or Occupier of a Section may tamper or have any work or repairs done to any electrical supply or apparatus that serves the Common Property. Any electrical faults on the Common Property must be reported to the Board of Trustees or duly authorized agents of the Board of Trustees.

### **9.4 Fires and Braais**



No Owner or Occupier of a Section shall allow any form of fire inside his Unit or on the Common Property, unless the fire is within an apparatus expressly designed for this purpose. It is strictly prohibited to throw cigarettes, cigarette stubs, matches etc., out of windows or anywhere on the Common Property. All flammable items must be kept in a safe place, and out of reach of children.

The Owners or Occupiers of any Section shall not make fires or use barbeques or braais in a manner or at a time which causes inconvenience to the Owners or Occupiers of any other Section, or causes danger to the building or any part thereof or to any property of any other person or on designated leisure areas. The Owner will remain liable for any damage caused.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or removal of any of the above in the event of non-compliance.

### **9.5 Fire extinguishers / Fire hydrants**

No Owner or Occupier of a Section shall tamper or allow to be tampered with any firefighting equipment on the Common Property, nor shall they park or allow to be parked any vehicle so as to obstruct access to any fire hydrant on the Common Property.

No fire extinguisher, firehouse or similar device anywhere in a Section or anywhere on the Common Property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, watering of gardens or any other unauthorized purposes.

### **9.6 Fire Works**

No Owner or Occupier of a Section shall be allowed to set off any size or make of fire work or any pyrotechnics device under any circumstance at any time.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or removal of any of the above in the event of non-compliance.

### **9.7 Power Tools and Equipment**

9.7.1 The Owner or Occupier of any Section shall not cause, or permit to be used anywhere in the Development (including his / her section) or on the Common Property (including exclusive use area) any hand or power tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception, or which create any sound or noise, smells or fumes to which any other Owners or Occupiers may reasonably object.

9.7.2 No Owner or Occupier may store or permit to be stored any power tools and equipment and / or similar items, including work benches, work tables in or on any part of the Common Property or his / her exclusive use area, including but not limited to the balcony and balcony area of his / her section, and the carport designated to him / her for use.

## **10 MAINTENANCE**

10.1 The Owner or Occupier of a Section shall at all times and at his / her own expense, maintain his / her Section and exclusive use area in good, clean, hygienic, tidy and habitable order and condition, and shall be responsible at his / her own expense for:

10.1.1 all interior painting, maintenance, remedying of blockage of sewers and sanitary equipment and connections;

10.1.2 remedying of water pipes in his Section;

10.1.3 remedying of blocked drains

10.1.4 remedying of excessive water overflow of any equipment or installation of his Section and exclusive use area.

10.2 All Owners and Occupiers shall be obliged at all reasonable times to grant access to the Board of Trustees, their staff and agents, to their Sections or exclusive use area 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.
- 10.3 All Owners and Occupiers shall be obliged at all reasonable times to grant access to their Sections, exclusive use area or other part of the Common Property, to the Board of Trustees, their staff and agents, for the purpose of enforcing these rules or when it is reasonably necessary in the best interests of the Board of Trustees and/or Association.
  - 10.4 The Owners and Occupiers of any Section shall not interfere with flora, wild or cultivated, growing on Common Property other than the individual garden areas allocated to such Owners. All Owners and Occupiers shall ensure that such areas are not despoiled in any way.
  - 10.5 No plants, trees or shrubs on the Common Property may be trimmed without prior written approval from the Board of Trustees. It is recorded that certain of the flora are protected by law and that any Owner or Occupier interfering with or damaging, or in any other way acting in respect of such flora contrary to the provisions of the law, may be liable for prosecution.
  - 10.6 No Owner or Occupier shall cause to be planted in the gardens on the Common Property or any part of exclusive use area, any plants, shrubs, or trees without first obtaining written consent of the Board of Trustees. It is specifically recorded that no Owner or Occupier shall plant any creepers or creeping plants, or plants which have a tendency to creep, in their exclusive use area unless he or she ensures that it does not encroach on his or her neighbour's or the Development's electric fence and/or boundary wall(s), and keeps it cut back at all times.
  - 10.7 The Owner or Occupier is required to notify the Board of Trustees and Security if any repairs / maintenance will be carried out at his / her Section so as to avoid any unauthorized entry to the Section or Development.

## **11 ERADICATION OF PESTS**

An Owner or Occupier of a Section shall keep his Section free from white ants, borer, other wood destroying insects, other pests and insects and to this end shall permit the Board of Trustees, the Managing Agent and their duly authorized agents or employees to enter upon his or her Section from time to time for the purpose of inspecting the Section and taking such action as may be reasonably necessary to eradicate such pests. The cost of inspection, eradication of any such pests as may be found within the Section, shall be borne by the Owner of this Section involved.

## **12 NOISE AND DISTURBANCE**

### **12.1 Noise**

- 12.1.1 No Owner or Occupier of a Section shall make or allow to be made an excessive noise at any time, so as to disturb the other Units (what constitutes excessive noise shall be at the discretion of the Board of Trustees).
- 12.1.2 The Owner or Occupier of any Section shall not play or cause or permit to be played, any radio, television set, tape or other recording device, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other Owner or Occupier, or to any other person.
- 12.1.3 Permission from the Board of Trustees, in writing, is required in advance for any parties or large social gatherings that are to take place at any Common Facility. Weekday parties will stop at 22h00 (including a Sunday night) and weekend parties will stop at 24h00. It is the Board of Trustees' discretion as to what constitutes excessive noise during the party and after the party. No consumption of alcohol is permitted in the common areas.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or removal of any of the above in the event of non-compliance.

- 12.1.4 No Owner or Occupier of any Section shall practice or cause to be practiced in any part of the Common Property, including his exclusive use area and / or Section, any hobby or activity, such as meetings, gatherings, weddings, funerals, etc. of any nature to which other Owners or Occupiers might object and must comply with all relevant council by-laws.
- 12.1.5 Parking in the event of a social gathering, shall be dependant on demarcated parking bay availability. It would be the responsibility and cost of the resident hosting the social event to provide a security guard to watch the cars parked outside the Development, should there be no more demarcated visitor parking bays available.
- 12.1.6 In the event of a social gathering, please note that it is not the duty of the authorized agents or contractors' staff responsibility to clean up afterwards. It is the responsibility of the host of the social gathering.
- 12.1.7 At the Board of Trustees' discretion, actions will be taken should noise levels and behaviour be considered unacceptable and in contravention of the Scheme's rules.

## 12.2 After Hours

No Owner or Occupier of a Section shall make or allow to be made any noise after 22h00 (Sunday to Thursday) or 24h00 (Friday to Saturday) and before 07h00 (Monday to Saturday) and before 09h00 (Sunday).

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23)

## 12.3 Hooters

No Owner or Occupier of a Section shall sound or allow to be sounded any hooter unless in a case of emergency.

## 12.4 Children

No Owner or Occupier of a Section shall allow any child to make noise in the immediate vicinity of any Section. Children are to be requested to keep the noise levels as low as possible.

Children may not play in the roads, driveways or at the entrance of the gate or surrounding gate area. Parents will be responsible for the full account for any repairs undertaken when children in any way damage property, whether this is private property or the common property within the Scheme or Development. Children must be encouraged to not play near or around any parked vehicles so as to prevent any possible damage to private property.

Designated play areas have been identified throughout the Development and may change as per the discretion of the Board of Trustees.

# 13 **STAFF AND EMPLOYEES**

## 13.1 Employment

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

No Owner or Occupier of any Section, other than a person(s) empowered by the Board of Trustees to do so, shall instruct the staff (gardeners, security, cleaning, etc.) to do any work in the exclusive use area and / or common property, or to run errands or to do private work during normal working hours, except in a case of emergency.

All members of staff employed by the Board of Trustees are employed to perform tasks pertaining to the running and upkeep of the Development; they may under no circumstances be used by any Owner or Occupier to perform private tasks whilst they are on duty.

## 13.2 Complaints

An Owner or Occupier who has a complaint about any member of staff is to report it in writing to the Board of Trustees, and is not to reprimand any member of staff or person in any way.

## 13.3 Domestic Employees

Any Owner or Occupier of a Section who has a domestic employee is to make sure that the employee knows and understands the conduct rules and adheres to them at all times. The employee is the Owner or Occupier's responsibility at all times.

Owners or Occupiers are expected to inform the Estate Manager should they have a domestic worker in their employ and will, at their own cost, make available a copy of the domestic worker's identity document as well as two ID photographs in order to ensure the domestic worker has a security pass. Domestic workers will under no circumstances be allowed into the Development without a security pass.

## 14 VISITORS

Any Owner or Occupier of a Section who receives visitors or guests is to make sure that their visitors comply with these conduct rules at all times. The Owner and / or Occupier is responsible for the actions of all their visitors at all times.

## 15 LETTING OF UNITS

### 15.1 Notification

Should any Owner let their property, they shall advise the Managing Agent in writing of the name and contact details of the Occupier and the period of the lease and provide the Board of Trustees with a copy of the lease agreement.

### 15.2 Rules

The Owner shall provide the lessee with a hard copy of all conduct rules and other rules as an addendum to the lease agreement. The Owner shall ensure that the lease agreement causes to bind the lessee to the said Rules. The registered Owner will become liable for any contravention of the conduct rules by the Occupier, visitor or employee.

### 15.3 Obligation

No letting or parting with occupation shall in any way release the Owner from any of their obligations to the Body Corporate and Association, in terms of the rules, in terms of the Sectional Titles Act, 1986 as amended by the Sectional Titles Schemes Management Act, 2011, as amended and / or in terms of the Constitution of the Association.

## 16 BUSINESS OR LEISURE ACTIVITIES

### 16.1 Sales

No auction, jumble sale or any other sale shall be held on or in the property without first obtaining written permission from the Board of Trustees.

### 16.2 Advertisements

No show days shall be allowed and viewings can only happen by appointment, any person wishing to view a section will be required to be registered and his/her details verified by the security appointed by the Board Of Trustees.

## 17 COMPLAINTS

Should an Owner or Occupier have a complaint of whatever nature, this should be directed to the Board of Trustees in writing. No verbal complaints will be entertained.

## **18 POOL AREA**

- 18.1 No pets or animals are to be permitted in the pool area.
- 18.2 The Board of Trustees absolve themselves from any responsibility concerning the use of the pool area.
- 18.3 No alcoholic beverages or glass containers will be allowed in the pool area.
- 18.4 A Resident who will be responsible for the behaviour of their visitors must accompany their visitors using the facility.
- 18.5 All persons using the pool area are to keep it in a clean and tidy condition and all refuse must be removed from the area after use.
- 18.6 Any Trustee shall have the right in his / her own discretion to demand that anyone using the pool area in an unacceptable manner shall leave and such persons shall comply therewith immediately.
- 18.7 Noise levels must be kept down as there are Units in close proximity to the recreation area / pool area. All noise must cease by 22h00 (Sunday to Thursday) and by 24h00 (Friday and Saturday). Furthermore, any noise prior to these times must not be so loud as to disturb other residents. The pool area remains accessible to all other Residents.
- 18.9 No children under the age of 12 years old are permitted to enter and/or utilize the pool area unless accompanied by a supervising adult.
- 18.10 The Board of Trustees reserve their rights to order the removal of any unattended children making use of the swimming pool area that are not adequately behaving and / or not adhering to an acceptable noise level.
- 18.11 The Board of Trustees reserve their rights in terms of imposing of Fines in relation to (in terms of clause 23) and/or removal of any of the above in the event of non-compliance

## **19 DESIGNATED PLAY AREAS**

- 19.1 No pets or animals are to be permitted in the designated play areas for children.
- 19.2 The play areas are for use at own risk. The Board of Trustees and Managing Agent absolve themselves from any responsibility concerning harm, injury and / or theft which may occur whilst making use of the play areas.
- 19.3 No alcoholic beverages or glass containers will be permitted within the designated play areas.
- 19.4 Any damage caused to the play apparatus, whether incurred by a Resident or visitor of a Resident, will be for the account of the Resident and will be charged to the Owner's levy account.
- 19.5 Residents' and visitors' children using the play areas are to keep it in a clean condition and all refuse is to be removed from the area after use.
- 19.6 Any Trustee on the Board of Trustees shall have the right, in his / her own discretion, to demand that anyone using the play area in what he / she may determine is an unacceptable manner, shall leave and such person(s) shall comply therewith immediately.
- 19.7 Noise levels as indicated in clause 12 must be strictly adhered to as there are Units in close proximity to the play area.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or removal of any of the above in the event of non-compliance

## **20 FUNCTIONS**

Currently the Development has Common Facilities for functions or gatherings on Common Property, namely the pool area and clubhouse. All functions are therefore limited to a maximum number of 20 (twenty) people per function in the applicable area. No more than 10 (ten) visitor vehicles will be allowed access into the Development. A guest list for the function must be supplied to the Board of Trustees with a minimum of 24 (twenty four) hours prior to the function, to enable monitoring of access into the Development.

The times to be adhered to are no later than 22h00 (Sunday to Thursday) and no later than 24h00 (Friday and Saturday). No functions should start earlier than 09h00 in the morning.

It must be noted that the Development pool area is for the use and enjoyment of all Residents and their guests.

The following procedures are to be followed for booking the pool area and other Common Facilities:

- 20.1 Owners or Occupiers need to approach the Board of Trustees a minimum of 7 (seven) days in advance to make a booking for the function.
- 20.2 A deposit, as determined from time to time by the Board of Trustees, will be required 5 working days before the booking via EFT.
- 20.3 An amount, as determined from time to time, will be refunded to the Resident only once it is confirmed that no damages have been caused or that no transgressions of the Conduct Rules has occurred. The retained funds will be received by the Body Corporate for any future upgrades. However, should any damages exceed the amount retained, the Resident will remain liable for all repair and replacement costs.
- 20.4 The Owner or Occupier will be responsible for tidying the facility and surrounding pool area of any debris or litter, immediately after their function. Alternative arrangements to clear the relevant areas abovementioned before 08h30 the following morning may be made, and at the discretion of the Board of Trustees.
- 20.5 The facility remains open to all Residents at all times.

## **21 BOARD OF TRUSTEES' DECISION IS FINAL**

- 21.1 In respect of the interpretation of these rules, and all decisions to enforce these rules, the Board of Trustees' decision shall be and binding.
- 21.2 An Owner or Occupier of a Section, who contravenes any conduct rule, shall be liable to a fine (in terms of Clause 23)
- 21.3 If as a result of a breach of any of these conduct rules by any Owner or Occupier, the Board of Trustees instruct an attorney the defaulting Owner or Occupier shall be liable for all costs and charges of whatsoever nature on an attorney and own client scale, including the costs of counsel on the highest scale, in full, whether or not legal action is actually instituted, as incurred by the Board of Trustees as a result thereof.
- 21.4 The Board of Trustees has been elected by the Owners to fulfill a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees on the Board of Trustees' person or property will result in legal action.

## **22 WRITTEN PERMISSION**

Written permission by the Board of Trustees shall only be valid if signed by any 2 (two) Trustees on the Board of Trustees.

## **23 BREACH OF THE SCHEME'S RULES OR PROVISIONS OF THE ACT**

- 23.1 If the conduct of an Owner or an Occupier of a Section or his or her visitors in the opinion of the Board of Trustees constitutes:
  - 23.1.1 a nuisance, or
  - 23.1.2 a breach of any duty of the Owner under section 44 of the Act, or



- 23.1.3 a breach of any of the duties of Owners and Occupiers of sections contained in the management rules, or a breach of any of the conduct rules, the Board of Trustees may furnish the Owner or Occupier with a written notice which may in the discretion of the Board of Trustees be delivered by hand, email or registered post. 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.
- 23.2 If the Owner or Occupier nevertheless persists in that particular conduct or in the contravention of that particular rule or section of the Act, the Board of Trustees may convene a meeting of Board of Trustees to discuss the matter.
- 23.3 A written notice by which the alleged offender (whether Owner or Occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the Owner or Occupier at least 7 (seven) days before the meeting is held. At the meeting the Owner or Occupier must be given the opportunity to present his or her case, but except in so far as he or she is permitted by the Chairperson, he or she may not participate in the conduct of the meeting.
- 23.4 After the Owner or Occupier has been given the opportunity to present his or her case, and if a majority of the Board of Trustees present at the meeting agree that a provision of the scheme rules, Constitution or the Act has been breached, the Board of Trustees may by majority decision impose on the offender a penalty of RS00.00 for the first offence, a penalty equal to double the previous penalty imposed thereafter and a fine of R150.00 per additional day for an ongoing offence. The monetary amount 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.
- 23.5 A Trustee shall not be entitled to participate at the meeting referred to in the above clause in that capacity if she or he or any person who occupies the Section which she or he owns or represents is the alleged offender.
- 23.6 Any fine imposed in terms of clause 23.4 may, if it is not paid by the offender within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the contribution which an Owner is obliged to pay in terms of section 3 of the Act and claimed by the Board of Trustees as part of the monthly installments payable by the Owner.

Fine Schedule:

Paragraph Reference	Offense	Minimum
1.2.2	First Offence	Warning
	Second Offence	Penalty of R500
	Repeat Offences	Penalty equal to double the previous penalty imposed
3.1 and 3.8	First Offence	R500.00
	Repeat Offences	Penalty equal to double the previous penalty imposed
3.7	First Offence	Warning
	Second Offence	Penalty of R500
	Repeat Offences	Penalty equal to double the previous penalty imposed
3.9	First Offence	Warning
	Second Offence	Penalty of R500
	Repeat Offences	Penalty equal to double the previous penalty imposed
5.5	First Notice	60 days' notice to comply and thereafter R2000 per month until compliance achieved
7, 18.5 and 19.5	First Offence	Warning
	Second Offence	Penalty of R500
	Repeat Offences	Penalty equal to double the previous penalty imposed
9.4	First Offence	R500.00
	Repeat Offences	Penalty equal to double the previous penalty imposed
9.6	First Offence	R2500.00
12 and 18.7	First Offence	Penalty of R500
	Repeat Offences	Penalty equal to double the previous penalty imposed



12.1.3, 18.3 and 19.3	First Offence  Repeat Offences	Penalty of RSOO  Penalty equal to double the previous penalty imposed
18.1 and 19.1	First Offence	R250.00

## **24 INDEMNITY**

The Owner or Occupier, their family, employees, guests and sub-contractors shall indemnify, defend and hold harmless the Trustees and / or the Board of Trustees of the Association, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description; including any reasonable attorneys' fees and / or litigation expenses caused by, arising out of, or contributed to in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Board of Trustees, their employees, agents, representatives, or sub-contractors' employees, agents or representatives in connection with or incidental to the performance of this Agreement. The duly elected Board of Trustees shall under no circumstances be held personally liable whilst performing their duties as Board of Trustees unless found to be grossly negligent.