

CONDUCT RULES

2021



**LONEHILL
VILLAGE**
— E S T A T E —

**These rules have been registered at the Community Schemes Ombud
Service as required by legislation**

CONDUCT RULES



INTRODUCTION

1. In terms of Section 10 (2) b of the Sectional Titles Schemes Management Act No 8 of 2011 ("STSMA"), the Body Corporate of Lonehill Village Estate hereby publish the following Schedule of Conduct Rules. These rules replace the Regulations, annexure 2 – Conduct Rules in the Sectional Titles Schemes Management Act. They are in addition to the requirements of the Sectional Titles Schemes Management Act, (as amended) and all the other requirements of the Sectional Titles Schemes Management Act - Management Rules (Annexure 1), the Sectional Titles Act (as amended) and the Community Schemes Ombud Service Act and any Joburg Council bylaws. These rules replace all previous rules and shall be effective from the date of registration with the relevant government department, a copy of which is attached.
2. To meet the changing requirements of the Lonehill Village Estate community these rules may be amended from time to time only by a special resolution at a general meeting of the registered owners called for that purpose. The new rules shall apply retrospectively to all owners and occupants once approved by the Ombud for Community Schemes.
3. In terms of Section 7.1 of the STSMA **"the functions and powers of the body corporate must be performed and exercised by the trustees of the body corporate holding office in terms of the rules"** - subject to the provisions of the Act, the rules and any restriction imposed or direction given at a general meeting of the owners of sections. The Trustees have in turn delegated certain authority by resolutions of the Trustees or by signed agreements to the Managing Agents, Estate Managers, Security Company and others to enforce or apply these rules. The Trustees are required to enforce these rules strictly on behalf of the body corporate and may not make any exceptions or changes to any of these rules.
4. The purpose of these rules is to ensure common courtesy is practiced within the community and the rights of all residents and registered owners are protected; to sustain the use of common amenities and ensure the maintenance of high standards of living and security for the mutual benefits of all residents as determined by the members of the body corporate. The body corporate and the trustees may exercise the powers conferred upon them by this Act and the rules, and such powers include the power to do all things reasonably necessary for the enforcement of the rules and for the management and administration of the common property.
5. As a general guideline the legislation requires each resident to endeavor to live as harmoniously as possible with all other residents and to respect each other's rights of privacy and reasonable undisturbed use of their section and the common property, and providing a safe environment for all residents and persons legally on the premises, and protecting their investment.
6. We, the registered owners who are the members of the Lonehill Village Estate Body Corporate request your co-operation in ensuring that residents all comply with Sectional Titles Schemes Management Act – Regulations – Management rules Clause 3 (b) which states that **"A member (owner) must take all reasonable steps to ensure compliance with the conduct rules in force in terms of section 10(2)(b) of the Act by any tenant or other occupant of any section including employees, tenants, guests, visitors and family members"**.
7. The Members of the Body Corporate (owners) have agreed that, should it be necessary, once the concerned parties have been advised of a contravention of the rules or legislation, and after due notice as required herein, the Body Corporate may impose penalties (which may be debited to the members account and become payable immediately) and/or apply sanctions in terms of these rules and/or refer the matter for determination and relief to the Community Schemes Ombud Service as required by the STSMA, and/or or take any necessary legal action to ensure compliance.
8. These rules and all other legislation applicable to the scheme are available for viewing or copying at the Estate office, from the Managing Agent and some are on the estates web site. The estate managers or trustees are able to explain these rules or answer any questions regarding the legislation and have also published some guidelines on their website.
9. The Body Corporate contracts on behalf of the registered owners (in terms of Section 4 of the STSMA) with service providers for certain additional services and facilities which the resident acknowledges and for which the member consents to pay a contribution or their direct costs, if any, of such service to the Body Corporate when debited to their account. Prompt payment of all contributions levied and other fees and costs is essential to enable our Body Corporate to meet its financial and other obligations as required by the STSMA

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CONDUCT RULES

1. DEFINITIONS

- 1.1. The term “**Resident**” used in these rules shall include:
 - 1.1.1. The registered owner of any section and all members of the body corporate.
 - 1.1.2. All occupants of the section at any time, whether permanent or temporary, including a lessee, partners and spouses, family members, friends and guests and all persons legally on the estate
 - 1.1.3. Any representative appointed by the registered owner, including rental and estate agents, property managers and representatives appointed in writing by a juristic owner.
- 1.2. The term “**STSMA**” shall refer to the Sectional Titles Schemes Management Act No 8 of 2011 and Annexure 1 prescribed Management Rules and these amended Conduct Rules, and shall include those clauses of the Sectional Titles Act 95 of 1986 and Community Schemes Ombudsman Service Act 9 of 2011 as are applicable to this schemes and any subsequent amendments to those acts.

2. INTERPRETATION

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

3. SECURITY

- 3.1. The Body Corporate has contracted out their security services. Residents and their employees, guests, visitors, family members and any contractors are required to adhere to any security processes and procedures or instructions by the body corporate and to respect the authority of the appointed security company and their guards who, with the Estate Managers have full authority on behalf of the Body Corporate to determine who and what may and may not enter or leave the estate based on guidelines given by the Body Corporate, and to enforce all of the Conduct Rules and STSMA requirements on behalf of the Body Corporate.
- 3.2. In terms of the STSMA Regulations – Management Rules – rule 13.1.f - and in the interest of good security protocol every registered owner must, before allowing any occupant into the estate and every time any changes in occupancy occurs, no matter how short the time is, provide the estate office with the required personal details of all the occupants as well as details of all vehicles to be parked overnight on the estate. The Body Corporate will endeavor to ensure that all occupants have the written approval of the owner to occupy the section

The Body Corporate is required to maintain a record of this information (STSMA Management Rule 27 (2) b) which must be provided by the registered owner. The Body Corporate may recover reasonable costs for the updating of this information on any security or other administration systems, and may require residents to update and verify their information at any time in the interest of ongoing security updates.

- 3.2.1. If the owner fails to meet this requirement the Body Corporate may charge the registered owner a fee of up to 10% of the maximum fine permitted in Conduct Rule 25, per day until the requirements are fully met, without further notice in terms of rule 25. The amount of the fee and costs shall be reasonable and determined by a resolution of the trustees. The member consents that these amounts may be debited to their account and becomes payable immediately.
 - 3.2.2. The resident must at the time of application provide all the required information and sign the documentation.
- 3.3. The resident agrees that the Body Corporate may withdraw, amend or replace security services and devices and amend the access process relating to any resident or occupants of any section, including visitor access process and the extent of the security services provided to the residents for any reason whatsoever, including changes in contractors, their processes or procedures or for non-compliance with any of the Conduct Rules or any legislation.
- 3.4. Only the registered owner or their appointed representative may apply in writing for an access device, or amend the details of the user of an access device. Tenants, lessees, family members, employees, contractors and all other occupants must obtain the written approval of the registered owner or Body Corporate.
 - 3.4.1. Access devices will only be issued to residents, to their family and employees and Body Corporate contractors employees at the Body Corporates discretion.
 - 3.4.2. Illegal immigrants and persons without valid documentation to be in the country will not be supplied with any security devices.
- 3.5. Security access devices are for the exclusive use of the persons to whom they are allocated and issued by the Body Corporate
 - 3.5.1. They may not be lent or given to anyone other than the person to whom they are allocated without the written approval of the Body Corporate. Any loss of the device must be reported immediately
 - 3.5.2. Failure to adhere to this conduct rule will result in the withdrawal or cancellation of the devices and a revised process applying to the offending residents and all occupants of the section, and their guests.

- 3.6. Residents must ensure that all their guests and contractors are correctly registered by the guards on arrival at the security gates and that their entry into the estate is approved by the resident using the estates visitor security access system process only.
 - 3.6.1. Residents and anyone issued with an access tag or remote may not use these devices to grant access or exit from the estate to any employee, visitor or contractor or other persons without the specific approval of the Body Corporate.
 - 3.6.2. The Resident is required to ensure that they only grant access to the estate using the visitor access system, or approve exit from the estate to persons known to them and that they immediately report all fraudulent or suspicious attempts to gain access to or exit from the estate to the security company and the estate office.
 - 3.6.3. Residents may not grant access to the estate to any persons who are not legally allowed in the country
- 3.7. No resident may bring anything or allow anyone or any animal onto the estate that would cause, or could potentially cause a nuisance, damage or harm to the common property, other residents and their visitors or workers or any animals that are legally on the estate or anyone that intends to contravene any laws.
 - 3.7.1. The Body Corporate may randomly elect to search vehicles or persons entering or exiting the estate at any time to ensure they comply with these Rules.
- 3.8. Residents must immediately report all persons or activities thought to be suspicious or of a criminal nature and any security incidents verbally to the guards, and as soon as possible thereafter to the estate office, preferably in writing, or email or cell text, or by any other acceptable means.
- 3.9. These and any other security procedural requirements may be amended by the trustees from time to time to meet the needs of the estate and any changes in the security routines and systems provided by the service provider. Copies of the procedures for owners, residents, visitors, employees and contractors will be available at the estate office.
- 3.10. The Body Corporate may recover the costs of, and charge a fee to registered owners for any portion of any security service that is identifiable as relating to the specific use by any section and for any security access devices issued or particular services offered or required, including use of any emergency response or panic services. The amount of the fee and costs shall be reasonable and determined by a resolution of the trustees. The member consents that these amounts may be debited to their account and becomes payable immediately.
- 3.11. The residents authorize the body corporate to erect CCTV security cameras, microphones and speed devices to monitor any of the common property areas, the boundary walls and gates, and areas outside the estate without further notice to the residents and to erect electric and other security fences on the boundary. The cameras shall be set so as to not view inside any unit or private use area. The Body Corporate must follow a written CCTV protocol document that will be available for inspection by residents, and will ensure that it complies with the Protection of Personal Information Act and the Provision of Information Act at all times.
- 3.12. No resident may fly any airplanes, drones, helicopters or any other airborne device anywhere on or over the common property or sections of other residents

4. PETS and OTHER ANIMALS

The estate is regarded as "pet friendly", but pets or animals may only be brought onto the estate under very strict conditions. Keeping pets or animals in the estate is a privilege and not a right.

- 4.1. The Body Corporate may grant permission, which must be in writing, for up to two acceptable Pets in total per section.
- 4.2. Pets and all animals must be correctly registered and approved by the Body Corporate before entering the estate, failing which the Body Corporate may charge the registered owner a fee of up to 10% of the maximum fine permitted in rule 25.6, per day, per pet or animal until the requirements are fully met, without notice in terms of 4.10. The resident must at the time of application provide all the necessary information and sign the required documentation, including:
 - 4.2.1. Copies and proof of neutering / spaying and current inoculations as required by the Body Corporate. Evidence of valid, current inoculations may thereafter be requested by the Body Corporate at any time.
 - 4.2.2. Evidence that the pet or animal is identifiable by a collar with an identity tag containing the contact telephone number and pet's name. The pet should be micro chipped if possible and the details of the microchip should be sent to the estate office.
 - 4.2.3. Coloured electronic or printed photos of the pet may be required, at the body corporate's discretion, as this would be useful in identifying a pet.
 - 4.2.4. Residents may be required to present their animal to the estate office or an approved accredited vet or other expert for identification and verification that the pet meets with the conditions contained in the Rules at any time, both before or after approval is granted.
- 4.3. Pets or animals belonging to visitors and any other non-resident are not allowed onto the estate without prior approval from the estate manager, who in granting approval will take into account these Rules. The Body Corporate may charge the registered owner up to 10% of the fine permitted in rule 25.6, per day or part thereof, per pet or animal for non-compliance, without notice in terms of 4.10.
- 4.4. Approval by the Body Corporate for a resident to keep a pet or animal in a section does not constitute approval of the suitability or acceptability of the pet and the resident indemnifies the Body Corporate against any claim, loss or damage it or any resident, occupant, guest, other persons legally on the estate or other animal or any property that may be caused directly or indirectly by the pet or animal while on the estate.

- 4.5. Approval for a pet to be on the estate is subject to the following conditions and limitations, and the trustees may amend or add to these requirements by resolution from time to time:
- 4.5.1. No pet or animal is allowed on the estate if it is, or can be perceived to be, a hindrance, a nuisance, a danger or threat to the safety of other residents, visitors, service providers, garden service and any other persons or animals or property on the estate.
 - 4.5.2. No pet or animal that shows aggressive behavior is allowed on the estate, irrespective of size or type of pet or whether approval has been previously granted. The Estate Manager will have a published list of specific breeds of animals that have been identified as likely to be unsuitable. This rule covers animals of mixed breed containing any of the breeds on the list.
 - 4.5.3. Approval will only be given where the Body Corporate is satisfied that the pet appears to be safe to bring into the estate. A clearance certificate from the Body Corporates approved animal behaviorist may be required as evidence that the pet may be acceptable and has received suitable socializing and obedience training. The resident shall bear the cost of obtaining the certificate.
 - 4.5.4. Residents may be required at any time to take their pet to appropriate and approved training if requested by the Body Corporate to correct unacceptable or aggressive behaviour, at the resident's expense.
 - 4.5.5. No pet that causes or may cause damage to any property, including damage to private gardens, common property gardens and inside units is allowed on the estate.
 - 4.5.6. Owners are liable for any damage or injury caused by their or their resident's, all occupant's or guests pet to any property, any resident, any residents' pet and any visitors, employees, contactors, service providers or any other persons legally on the estate.
 - 4.5.7. Any resident suffering from a disability and that requires an assistance dog has the body corporates' consent to keep that animal in their section and to accompany them on the common property, provided that the pet meets all the other requirements of these rules.
- 4.5.8. No large animal or pet, or more than one pet, may be kept in a small garden, to be fair to the pets. The trustees may determine if a garden is large enough for the particular pet or pets in each case, calling upon their approved animal expert for advice if necessary, whose decision shall be final.
- 4.6. Cat and dog specific requirements are:
- 4.6.1. Dogs are restricted to ground floor sections with adequate private gardens.
 - 4.6.2. No excessive barking or uncontrolled barking, howling, whining, fighting or other unacceptable continuous or repetitive noise is allowed. Any continuous noise in excess of fifteen minutes is regarded as excessive.
 - 4.6.3. Upstairs sections may only have cats and no dogs, except for service or guide dogs.
 - 4.6.4. Dogs are to be properly controlled on a suitable leash or carried at all times when on the common property, including driveways and gardens.
 - 4.6.5. Cats must be discouraged from entering other sections and the resident may be required to pay for any reasonable cost of any materials required by any other resident and approved by the body corporate to achieve this.
 - 4.6.6. Pets and animals are not allowed in the pool areas, playgrounds and clubhouses at all.
 - 4.6.7. Dogs may only be let free to run in the specific areas marked as dog walking areas. They must be supervised at all times and adequate water provided, and residents must ensure that the dogs do not leave the restricted fenced area and do not cause a nuisance and are not a danger to residents or other pets, and the feral cats. Residents must remove all their pets' feces from the common property
- 4.7. Other pets permitted are limited to fish kept in no more than two aquariums and up to two hamsters or mice in a cage. Up to two small birds kept in a cage are allowed, provided that they do not cause a disturbance.
- 4.7.1. No other types of pets or animals will be allowed on the estate without special permission from the Body Corporate. Specifically prohibited are all reptiles, snakes, rabbits, other rodents, noisy birds like parrots, macaws and parakeets, pigs, chickens, goats, sheep, any other farm animals and any wild or exotic animals or animals that may carry disease.
- 4.8. Residents shall ensure that their pets do not foul any section or the common property, including the gardens and driveways.
- 4.8.1. As a courtesy to your neighbours and to enable the Garden service or Maintenance workers to perform their services in the private gardens Residents must ensure that all excrement is removed every day from their private garden and from within their section, including entrances, walkways, patios and balconies, and to treat all areas emitting unpleasant smells so as to ensure that hygienic conditions are maintained in the estate.
 - 4.8.2. Should any pet foul the common property, including driveways, grassed areas and designated walking areas the resident of the section to which the pet is registered shall immediately remove all excrement or other mess or smell left by such pet and place it in a sealed bag in the appropriate refuse bins and treat such smell appropriately.
 - 4.8.3. If the resident fails to clean up any excrement in their private garden, section or on the common property as required in these rules the body corporate may clean up without notice to the resident and shall charge a fee to the owner that shall reasonably reflect the cost of cleaning up as determined by the trustees, and may include the cost of the estate office arranging and supervising the cleanup plus a penalty for the inconvenience of having to employ a contractor to cleanup. The member agrees that these amounts may be debited to their account and becomes payable immediately.
- 4.9. The Body Corporate may, by resolution at a general meeting decide to charge an initial fee and/or a monthly or annual fee to registered owners who have approval from the Body Corporate to keep any pets or animals in their section, or any type or class of pet in their section, or where a resident repeatedly contravenes or ignores these pet rules, or for any reason whatsoever, the amount of which shall be determined by the registered owners at a general meeting

- 4.10. The resident grants the Body Corporate the right, should a pet be left abandoned, unattended or unsupervised for 24 hours or more, or not provided with adequate shelter or food or water at all times, or be abused or mistreated, or found running around the estate unsupervised, or contravening any Council bylaws or national laws, to be removed immediately by the Body Corporate or appropriate authorities, on instruction of the trustees, immediately after the resident has been advised either by letter delivered to the unit, or by phone call to one of the registered contact numbers, or by text message to a registered residents cell phone, or by email to their given address. The registered owner shall also be charged a fee of up to 10% of the maximum fine permitted in rule 25 per day, per pet or animal to cover the Body Corporates costs. The member consents that these amounts may be debited to their account and becomes payable immediately
- 4.11. The following shall apply to residents who contravene or ignore these pet or animal rules, unless other conditions have been referred to in these rules:
- 4.11.1. On receipt of the first written complaint, or upon becoming aware of a contravention, the Body Corporate will, through the estate manager or trustees, confirm that the contravention occurred and attempt to remedy the situation verbally with the resident in a meeting or by telephone. A notice of contravention of the rules may be issued to the registered owner of the unit, the resident or to the property or rental agent, if any. They shall be required to attend to the complaint immediately they are notified.
- 4.11.2. If the contravention is not resolved as above, or on receipt of a further written complaint in a reasonable time frame, or upon becoming aware of the contravention occurring again the Body Corporate will confirm the validity of the complaint and forward a written warning to the registered owner and the resident or the agent if any be required to remedy the situation immediately.
- 4.11.3. If the above action does not resolve the contravention, or on receipt of the third valid written complaint or upon becoming aware of a recurring contravention, or
- 4.11.4. In the event of any matter regarded as urgent by the Estate Manager or the trustees;
- the Body Corporate may, if satisfied that the contravention occurred, penalise the registered owner a sum of up to 10% of the maximum fine permitted in rule 25 per day, per pet or animal from that date, without further notice and forward a written notice to the registered owner, the resident and the property or rental agent, if any, advising them to remove the pet from the estate within a reasonable given period of time with due consideration of the urgency of the matter, but which shall not more than 14 days, and the of the withdrawal of permission for the resident to keep that pet or other animals on the estate.
- 4.12. In all cases of an emergency, or serious and very inconvenient contravention (like persistent unreasonable dog noises over a period of time) the trustees may take whatever action is required to protect the pet or animal and to ensure that the interest and rights of all residents is considered.
- 4.13. Permission for the resident to have any pet or pets and animals on the estate may be withdrawn at any time for any reasonable reason at the discretion of the Body Corporate, including where the owner has been fined or received a final warning for any breach or non-compliance by a resident with any of the conduct rules.
- 4.13.1. The owner shall be given reasonable notice, which shall not exceed 14 calendar days, to remove the pet or animal from the estate. If the pet or animal is not removed by the date specified by the Body Corporate, they Body Corporate shall be entitled to charge the owner a sum of up to 10% of the fine permitted in rule 25, per day, per pet or animal from that date, without further notice until the pet is removed. The member consents that all costs incurred by the Body Corporate may be debited to the members account and becomes payable immediately.
- 4.14. If the Member disputes the transgression they may appeal in accordance with clause 25 of these rules.
- 4.15. Registered owners who had more than two pets approved by the Body Corporate prior to the registration of the first Conduct Rules on 1 June 2009, and that are registered with the estate office, may keep the excess pets but may not replace them and must thereafter comply with these rules regarding the number of pets
- 4.16. The Constitution requires that we allow ritual slaughtering of animals for valid religious or cultural reasons but this only is permitted within a section and under strict health and other conditions as set in a policy document that is available from the estate office. Residents are not allowed to slaughter any animal or dry or hang any part of an animal in or on the common property or in their section where it is visible from any other section or of from the common property or from outside the estate.

5. SANITARY SERVICES / REFUSE DISPOSAL / LITTERING

- 5.1. The resident of a section shall within their unit maintain a hygienic and dry receptacles for all their refuse and recycling and not leave any refuse or other materials on the common property in a way or place likely to adversely interfere with the enjoyment of their section or the common property by another resident, or affect the health, hygiene or comfort of the other residents
- 5.2. No refuse receptacle or plastic bags may be placed outside the unit where visible from any part of the common property or any other section. No refuse may be left outside any section, on the common property, outside a refuse area or not in the appropriate bin in the refuse area. Gardeners and other contracted staff may not be asked to remove any waste from a section to the refuse areas.
- 5.3. The resident shall only place refuse in the bins in the allocated refuse areas on the estate. This is to help prevent the infestation of flies and vermin on the estate and ensure that the estate meets all environmental, recycling and health and safety requirements as well as the comfort of residents of other sections.

- 5.4. Wet domestic refuse (including food scraps, dirty containers and all non-recyclable items) must be securely wrapped in leak proof plastic bags that are tied or sealed and placed in the bins provided in the "Wet waste" refuse areas in the estate. No refuse may be dumped on the refuse area floor or emptied out into the bins provided.
- 5.5. All residents must sort their domestic waste and deposit all recyclable tins/bottles/paper/plastic containers in a closed plastic bag in the bins provided in the "Recycling" areas and generally comply with the recycling requirements of the Body Corporate. The recycling requirements of the Body Corporate will be conveyed to the residents by email or in newsletters and available on the web site. As legislation or municipal or the estate's requirements change residents will be updated Body Corporate.
- 5.6. The refuse area and the refuse bins are for domestic waste only as defined by the Joburg Council. All other waste and garden cuttings may be placed in the special large bin at the main refuse area near the main clubhouse, or the resident must remove these items from the estate at their own cost. The estate office may, on request give written approval that certain re-useable items like old furniture may be left in the refuse area near the main clubhouse.
- 5.7. Building rubble and certain items not accepted by Joburg Council or the contractor for the special large bin must be taken by the resident to the appropriate disposal site and not left on the estate nor dumped in any of the bins. This information shall be available on the web site or from the estate office
- 5.8. A resident of a section shall not deposit, throw, or permit or allow to be deposited, dropped or thrown on the common property, private gardens or in the sewers and drains, any rubbish, including dirt, mud, paint, thinners, cigarette butts, food scraps, cans, bottles, wrappers, containers, nappies, animal excretions, used oil or any other items of litter.
- 5.9. The Body Corporate reserves the right to sanction any resident in breach of, or for non-compliance with these rules and may charge registered owners for any reasonable costs relating to the cleaning up of any mess made, damage caused or cost of sorting recyclables, and may recover from registered owners any charges levied by the Joburg Council or any other authority. The amount of the fee and costs shall be reasonable and determined by a resolution of the trustees. The member agrees that these amounts may be debited to their account and becomes payable immediately.

6. VEHICLES & CYCLES AND OTHER WHEELED TRANSPORT

- 6.1. Motor vehicles and cycles of residents shall only be parked in their garages or under carports as are specifically provided to them by the Body Corporate and not in any designated visitors parking bays without the specific written approval of the Body Corporate.
- 6.2. All garages are numbered with the section number and are part of the residents section and must be used for the parking of their Motor Vehicles.
- 6.3. All carports are common property and are allocated by the Body Corporate. They are numbered with a section number and are specifically provided for the exclusive use of the residents of that particular section for the purpose of parking a motor vehicle only. The allocations may be altered by the Body Corporate for any reason whatsoever. The body corporate is entitled to separately recover any costs, or charge a fee to cover any costs incurred or future repairs or maintenance or administration of the allocated carports.
- 6.4. All vehicles parked on the estate that are in excess of the allocated number of parking bays or garages must be approved by the estate manager in writing, and once approved, they may be parked in visitors bays identified by the estate manager, but shall not have exclusive use thereof. Permission may be granted provided that the vehicles do not present an inconvenience to other resident's or their visitors and that sufficient visitor parking bays in close proximity are available. All other vehicles must be parked outside the estate. The Body Corporate may determine at any general meeting what fee, if any, is to be charged for vehicles in excess of the space available in the allocated carports and garages that are parked on the estate
- 6.5. The Body Corporate may charge a fee for the use of a visitors parking bay if garages are being wrongly used for storage, the amount of the fee shall be determined by the Body Corporate in any general meeting, but shall not be more than twice the equivalent cost of renting similar storage facilities nearby.
- 6.6. Visitors may only park or stand in identified visitors parking bays and not anywhere else on the driveways or in any other resident's carport and residents must ensure that their visitors are correctly parked. To avoid congestion and to be fair to all residents no more than 6 visitor vehicles per section may be parked within the estate at any one time, unless the Body Corporate has approved otherwise in writing.
- 6.7. All contractors and other workers shall only park in visitors parking bays identified by the estate manager and not on driveways, under carports or other visitor bays or obstruct the movement of any other vehicles in the estate.
- 6.8. It is specifically prohibited to park or stand in front of any carport or garage, with the exception of the resident of the unit and their guests, provided that the driveway remains reasonably clear at all times and the vehicle does not unreasonably hinder the movement of other vehicles.
- 6.9. Residents shall immediately move their and their guest's vehicles to an appropriate parking place defined in these rules when asked to by a Security Guard, the Estate Manager, a Trustee or any other resident who is being inconvenienced.

- 6.10. Repairs and reconditioning of vehicles and the cleaning and washing of vehicles is not permitted on the common property or in the sections, carports or garages and no un-roadworthy or immobile, or un-licensed, or very dirty or damaged vehicles may be parked on the estate.
- 6.11. The use of bicycles, tricycles, scooters, skateboards, rollerblades and similar on the common property is done at the registered owners risk and is only permitted as long as it does not constitute a nuisance or danger to residents or other vehicles, and is not driven recklessly or noisily, or represent a risk to anyone on the estate. Any damage caused to the common property or other residents property will be for the registered owners account and permission to use the item on the common property can be withdrawn by the Body Corporate for any reason. These items may not be left on the common property or obstruct the movement of other vehicles or residents.
- 6.12. All vehicles, tricycles, bicycles, scooters etc. must have appropriate lights and reflectors when used after dark and appropriate head protection and seat belts must be worn at all times.
- 6.13. The resident indemnifies the Body Corporate against any accident, loss or damage caused or sustained by the Body Corporate, any resident, their pets, family, visitors, employees, contractors and estate workers by a vehicle or other motorized item belonging to a resident, their visitors, contractors and employees. All vehicles enter the estate, and are parked on the estate at the members and vehicle owner's risk.
- 6.14. Vehicles may not travel at speeds in excess of 10 kilometers per hour on any portion of the common property and driveways. The Body Corporate may charge the registered owner a fee of up to 20% of the maximum fine permitted in rule 25.6 per day until the requirements are fully met, without notice in terms of rule 25, where resident's vehicles or resident's guest's vehicles are recorded by any cameras with speed recording facilities, or reported by other residents, the security guards, the estate managers to be travelling at an excessive or dangerous speed, or in a manner that is a danger to other persons, vehicle or pets in the estate.
- 6.15. Vehicles with a GVM of more than 3.5 tons and more than 2.75m in height or excessive width are not allowed to enter the estate due to the possible damage to the cobblestone entrances and brick driveways, and the limits set by the narrow roads, sharp corners and overhanging trees. This includes furniture trucks and delivery trucks, caravans, trailers or any other motorised vehicles
- 6.16. All vehicles entering the estate must reduce their sound system volume, and drive reasonably quietly so as not to disturb residents. Vehicle alarms must be controlled and responded to immediately in the event of them being activated.
- 6.17. No trucks, caravans, trailers of any description, quad bikes, off road scramblers, commercial vehicles (with a payload of more than one ton), or boats, kayaks etc. may be parked or left within the estate other than in closed garages without the written approval of the Body Corporate.
- 6.17.1. In certain circumstances permission may be granted by the estate manager on behalf of the Body Corporate, to allow a resident to temporarily park not more than one of these on the estate for no more than 7 consecutive days and they must be parked under the designated carports or in garages and not in visitor bays, unless so approved by the estate manager.
- 6.18. Residents of sections shall ensure that their vehicles and the vehicles of their visitors and guests, do not drip oil, brake fluid, car cleaning liquids and mud or dirt or spill anything else on the common property paving, including under the carports or in any other way deface or damage the common property, including gardens and walls. The registered owner is responsible for the cost of the Body Corporate cleaning or repairing any damage caused and the member agrees that this cost may be debited to their account and is payable immediately.
- 6.19. Any vehicle parked in contravention of these rules may be towed away at the registered owners' expense, or clamped, without notice and without any liability to the Body Corporate whatsoever for any damages or costs. The Body corporate may charge a reasonable fee to cover their costs.
- 6.20. No person shall sleep anywhere on the common property, including in any vehicle or caravan or trailer.
- 6.21. The official road rules apply within the complex and no reckless or unlicensed driving is allowed

7. DAMAGE TO COMMON PROPERTY AND SECTIONS

Should any damage of whatsoever nature be caused by any resident, occupant or member of their family or their visitors, employees, contractors, children or pets, or by vehicles of such persons to the common property, including any machinery, equipment, furniture, cameras or other movables, or damage to walls, a section, vehicles or injury to a resident, a visitor, animals or persons legally on the estate, or should the Body Corporate suffer any loss or incur any expense or liability, the member shall be liable to reimburse the Body Corporate immediately in full in respect of any and all losses or expenses incurred by the Body Corporate in undertaking the repairs or replacement and any damages claimed and legal costs incurred. The amount of any fee and costs shall be reasonable and determined by a resolution of the trustees. The member consents to these amounts being debited to their account and they become payable immediately.

8. AERIALS, SATELLITE DISHES and ALL CABLING.

- 8.1. No external satellite dishes, radio masts or aerials, telephone aerials or any other items attached to the walls or roof and protruding above the boundaries of the section may be erected without the written approval of the Body Corporate.

- 8.2. The registered owner must adhere to the installation guidelines of these items as laid down by the Body Corporate and determined by the Estate Manager. This includes the location, approved sizes and design of dishes and aerials as well as the route and nature of all external cabling, conduits and trunking. Tenants also require prior approval from the registered owners.
- 8.3. Tampering with existing satellite dishes, all aerials, all trunking, Telkom cabling and connection boxes or the fiber-optic cabling and installations, and security CCTV is not permitted.
- 8.4. Any approved satellite dish or other item, and all trunking or cabling, including damaged walls will be painted after installation by the Body Corporate in the approved matching wall colour at the registered owners cost, details of which are obtainable from the estate manager.
- 8.5. All dishes, conduit, cables, trunking, cabling and aerials, and other items on the exterior wall, once installed form part of the common property and may not be removed by any resident without written approval of the Body Corporate. Any unapproved item will be removed by the body corporate forthwith at the owners costs

9. CHANGES TO THE EXTERIOR APPEARANCE OF A SECTION

Including alarms, burglar bars, security gates, air conditioners, gas installations and other appliances

- 9.1. The resident of a section **shall not** place or do anything on any part of the common property, including the exterior walls, gutters and roof of their section or on balconies, patios and private gardens or garden walls which, at the discretion of the trustees, is **aesthetically displeasing or undesirable** when viewed from another section, the common property or from outside the estate, or in any way changes the harmonious look, theme or appearance of the estate. Residents shall not mark, paint, drive nails, screws or other objects into or otherwise deface or place anything including flower pots on any part of the common property without the written approval of the Body Corporate.
- 9.2. All applications for any **contractors** to enter and work on the estate must be submitted to the Estate Managers office during office hours and well before the contractor is due to enter estate. The estate manager will approve and manage the access control of all contractors and their staff and parking of all contractors' vehicles.
- 9.3. Locking devices, **safety gates, burglar bars**, insect screens or safety devices for the protection of a section may be installed by owners provided that the design, colour, style and materials used fits within the designated guidelines as set out by the Body Corporate that are obtainable from the Estate Manager and the owner shall maintain these in good order and repair, including painting and regular cleaning and replacement.
- 9.4. No burglar bars or security barriers may be installed on the **outside of the windows or doors**, other than the approved security gate on the front door, any back door or sliding patio door.
- 9.5. If the owner elects to install an **intruder alarm system** it may only be of the silent type, linked by radio to a security company, preferably the same security company as the estate uses. No audio alarms, sirens or flashing lights are permitted. The Body Corporate must be advised if any other security company is contracted so as to facilitate their entry to the estate in the case of an activation
- 9.6. No fireplaces, fixed braais or stoves that **emit smoke** or require a chimney may be permanently installed.
- 9.7. All internal **gas fireplaces and stoves** are to be flue-less and may only be installed once approved by the Body Corporate. The location and secure surround of the gas bottles must be done in accordance with the requirements of the Body Corporate, any insurance policy and council bylaws and national gas safety laws. Owners must provide gas installation certificates whenever required by the Body Corporate.
- 9.8. **Access gates** to private gardens may not be altered, changed or blocked in any way, and residents may not deny access to any private garden area, without the approval of the Body Corporate.
- 9.9. The fitting of **air-conditioners, external heating systems**, cameras, lighting, fireplaces, chimneys and other external fixtures is allowed only with the written consent of the Body Corporate. Fitment must adhere to the rules laid down by the Body Corporate and obtainable from the Estate Manager. This includes the location of the compressor or heat exchanger, gas bottles and housings, routing of all external trunking and cabling, as well as the level of noise permitted to be emitted by such fixture.
- 9.10. Any renovation, alteration or addition to or deviation from the permanent or semi-permanent fixtures on the common property, including the sections exterior walls, garden walls, gutters and roof, and the existing standard thereof must be applied for in writing to the Body Corporate and has to be approved in writing by the Body Corporate before any work commences. This includes the addition of and **fixed awning, canvas awnings, building of wooden or tiled decks, changes to or replacement of pergolas, erection of huts and sheds in the garden, satellite dishes and all external security gates and pet doors**. The Body Corporate has to be given full particulars thereof, including details of the supplier and materials before approval can be granted.
- 9.11. The approved fitment of fixtures defined above, or any building work or other activities **that create a noise** may only take place between the hours of 08h00 and 17h00, Monday to Friday and not over weekends or public holidays. All contract workers must vacate the estate by 17.30. All noise must be kept to a minimum so as not to inconvenience other residents.

- 9.12. **Emergency work** that cannot be performed during the above hours, including urgent roofing repairs, plumbing and electrical work is allowed outside of these times, subject to Body Corporate approval.
- 9.13. Other internal improvements that **do not create any noise** and do not require drilling or hammering (which may include painting, carpeting or laminated floors, carpet cleaning, installing appliances etc.) may take place on Saturdays, Sundays and Public holidays between the hours of 8.00 and 17.00, subject to prior Body Corporate approval.
- 9.14. **No building or garden materials, or refuse or debris** shall be placed on the common property without written approval from the Body corporate, and if approved, must be removed by the resident and/or their contractor in the time frame approved by the Body corporate. Permission to have a bulk rubble bin in the estate, or store building materials on the common property must be approved by the estate manager and the terms and conditions and specific location will be set by the estate manager. If such refuse, materials and debris is not removed as required, the trustees may cause it to be removed, and all charges in connection therewith shall be for the account of the registered owner and the registered owner shall pay a fine of 10% of the maximum fine amount permitted in terms of these rules, per day that they are left on the estate.

10. RENOVATIONS, EXTENSIONS, ALTERATIONS AND ENCLOSURES

- 10.1. No proposed building renovations, extensions, alterations to or enclosures of any section (including the balcony, patio, loft areas and mezzanines) or the common property shall commence until the Body Corporate has been given full particulars thereof in accordance with the *"Extensions, alterations and enclosures process and requirements"* Policy Document, and the Owner has received appropriate written approvals from the Body Corporate.

This policy is in terms of the legislation and has been approved by the owners at a general meeting. It is available from the estate office.

- 10.1.1. The policy document includes details of all applications, documents and plans to be submitted to and signed by the Body corporate before any work commences and what and when approval is required at a special general meeting of owners. Plans are then to be approved by the municipality with a copy of their approval lodged with the estate office for the Body corporates records. Permission by the Body Corporate must always be given in writing. If such permission is granted, it shall apply only to the plans submitted and any variations will also require prior permission of the Body Corporate in writing.
- 10.1.2. The Body Corporate, in approving any extensions, alterations or enclosures shall take into consideration the impact it will have on the estate, particularly on the availability of parking, demand on electricity, water and sewerage and other services, congestion, insurance and future maintenance requirements.
- 10.1.3. The approval of neighbours on all 4 sides is always required and consideration must be given by the Body Corporate as to the impact the extension, alteration or enclosure will have on neighbours sunlight and view, the privacy of all sections in the scheme, and access to and use of the common property by all residents. It must be in harmony and match the existing design, structure and theme of the estate.
- 10.1.4. All extensions, alterations or improvements must comply with legislation, including the requirements of the STSMA, the Sectional Title Act, National Building Regulations and Joburg Council by-law; these conduct rules and the agreed Body Corporate policy document. The owner may also be required by legislation to complete and submit a draft Sectional Plan of extension to the Surveyor General with revised participation quotas for their approval, and submit a copy of the amended sectional plans to the Deeds offices.
- 10.1.5. The Body corporate must approve all internal alterations that may affect the exterior of a section in any way, or impact on any services provided by the Body Corporate or any further demands on the infrastructure, including electricity, water or sewer supplies to the unit. All structural changes must have a certificate from an approved engineer accepting responsibility for any structural alterations and confirming their construction.
- 10.1.6. The Body corporate shall whenever required by the policy document appoint one or more professional advisor who shall be required to advise the Body corporate on the acceptability of the design and establish any impact it may have on other owners, the quality of all materials used and workmanship undertaken by the registered owner or their contractors, with particular reference to any items that impact on the future maintenance or insurance obligations of the Body Corporate. The cost of the professional advisor shall be charged to the registered owner, who shall be advised in advance of the estimated costs which shall be reasonable, and are payable immediately.
- 10.1.7. Tenants may not request to do anything to a unit without the registered owner's written consent.
- 10.1.8. Extensions, alterations and enclosures made by residents shall be maintained by the registered owner and owners in succession, unless specifically approved by the Body Corporate in writing, in which case the Body Corporate will maintain the specified common property portion after completion. If the registered owner allows these to deteriorate, or they deteriorate due to weather, poor materials, poor workmanship, poor waterproofing or design, or were not specifically approved by the body corporate in writing, then the registered owner must maintain the work, failing which the Body Corporate is authorized to undertake the repair or maintenance, or remove the item at the cost of the registered owner and to debit the registered owners account with these costs which are payable immediately.

11. BUSINESS ACTIVITIES / SIGNS and NOTICES

- 11.1. No business (including use of the unit as a bed and breakfast business), profession, trade, storage or other non-residential activity may be conducted in any unit or on the common property without the written approval of the Body Corporate, following a written application by the registered owner to conduct such a business from their unit.
 - 11.1.1. No business may be run from the common property other than those operating out of the clubhouses and approved by the Body Corporate in a general meeting.
- 11.2. Approval will only be granted where the business use is legal, has all the correct council approvals and licenses and is incidental to the residential use of the section (the business it may not occupy more than 25% of the floor area).
 - 11.2.1. Garages may not be used as storage, as offices, as a habitable area or be rented out for any purpose other than the parking of a resident's vehicles.
- 11.3. Should any of these business activities cause or be likely to cause a disturbance or inconvenience to other residents or infringe on their undisturbed use and enjoyment of their sections or the common property (e.g. cause parking congestion for guests) or negatively impact on the insurance cover, cause damage to the driveways, increase the security risks or incur other common property costs for the Body Corporate, including water, then approval may be withheld or granted under certain conditions only and can be withdrawn for these reasons at any stage in the future.
- 11.4. The Body Corporate may charge a fee to cover all possible additional and future costs incurred by the Body Corporate as a result of any registered owner conducting a business from their unit, or using it for any purpose other than residential accommodation.
- 11.5. No auctions, door to door selling, marketing pamphlet drops, soliciting donations or jumble sales may be held or allowed on the estate. Only the Body Corporate may distribute notices, newsletters, cell phone messages and emails or similar electronic notices and pamphlets relating to the Body Corporate and the service providers in the estate.
- 11.6. No registered owner or resident 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 a section, so as to be visible from outside of the section, and shall not allow such an activity.
- 11.7. Residents may not provide details of any other residents in the estate, including their names and phone numbers to any other persons or organizations.
- 11.8. Only Estate Agents accredited by the Body Corporate are allowed to display one sign on the pavements at each of the two entrances on Sundays, and may use the website for advertising at the discretion of the trustees.
- 11.9. "For sale" or "To Let" boards may only be displayed on Sundays between 7.00 and 19.00 and "Sold" boards may only be displayed for only one Sunday after a sale has been concluded, and no "Let" boards are allowed. Permission to erect these signs must be obtained from the Estate Manager who will only grant permission on receipt of proof of a unit being for sale or to let.
- 11.10. Estate Agents signs or any other signs or boards are not allowed to be displayed within the estate, within sections or on the circles and pavements outside the gates.
- 11.11. Banners, flags or balloons or similar marketing or party materials may not be displayed by anyone unless specifically approved by the Body Corporate.
- 11.12. Open show days and on site auctions are not permitted for security reasons.
- 11.13. For security reasons, all estate and rental agents must be accredited by the Body Corporate, who may charge a reasonable annual fee determined by the trustees to cover the cost of providing the agents with copies of the rules and other Body Corporate required documentation, their attending meetings with the estate manager or trustees to review and explain the requirements and rules of the estate, the display of agents boards on Sundays and advertising their services on the estates web site and recoding their interest with the estate office.
- 11.14. The Body Corporate may cancel or decline accreditation to any estate or rental agent who contravenes these rules

12. ALTERNATIVE POWER – GENERATORS, SOLAR AND GAS

- 12.1. Only silent generators, invertors or similar machinery generating alternative power, may be installed or operated on the estate, in the sections or on the common property (including walled private gardens) unless the specific machine and the entire installation is approved in writing by the Body Corporate. The registered owner shall conform strictly at all times with all rules determined by the Body Corporate relating to the operating of these machines and any legislation. A copy of these rules is available from the estate office.
- 12.2. No solar panels or any other alternative power systems are allowed to be installed without the approval of the Body Corporate by special resolution at a general meeting.

- 12.3. All installations converting appliances (stoves, water geysers etc.) to gas must be approved by the body corporate and must comply with all gas safety requirements, the Conduct Rules relating to inflammable liquids and gas, and any other legislation.
- 12.4. The owner is responsible for the maintenance, repair, insurance and replacement of these items and must ensure that at all times they are in a serviceable and working condition and kept neat and tidy
- 12.5. The Body Corporate may install alternative power for use by the estate if approved by the Body Corporate in a general meeting.

13. LAUNDRY and WASHING

- 13.1. Washing and other articles may not be hung in any position where it is visible from the common property, any section or from outside the scheme. Washing must be placed on clothes horses or on approved lines, or in the drying areas at the laundry, and may not be draped over furniture, balcony or garden walls or balustrades or laid in any garden where it is highly visible to any other resident in the estate. Residents are requested to ensure that the washing is as unobtrusive as possible and the estate manager or any trustee has the right to request that any washing be moved immediately to a less visible place.
- 13.2. Any laundry and drying facilities that the body corporate may provide are for the sole use of the residents of the estate and is used at the residents own risk. The facilities may not be used for commercial purposes or by visitors, domestics or other staff for their own personal laundry without body corporate approval.
- 13.3. Residents may only after obtaining the written approval of the Body Corporate erect in certain approved circumstances an acceptable design washing line within their private garden or yard provided the rule relating to appearances in not contravened. The positioning and location must be approved by the Body Corporate and should not be clearly visible from any other unit or from the common property or from outside the estate.
- 13.4. The Body Corporate may charge for the use of any laundry machines and facilities provided by the Body Corporate to recover all their operating and future replacement costs. The fee shall be determined by a resolution of the Trustees.

14. STORAGE OF INFLAMMATORY MATERIAL & DANGEROUS ACTIVITIES

- 14.1. A resident shall not store any material, flammable or inflammable, or do or permit or allow to be done any dangerous activities in the section or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy, or put any part of the property and its residents at risk. Residents will be responsible to the Body Corporate for any loss sustained by the Body Corporate arising from their negligence or failure to obey the requirements of the Body Corporate. Such loss shall include, but not limited to, the excess that may be payable in respect of any insurance claim or full amount of a claim if repudiated by the insurance company.
- 14.2. No firearms, pellet guns, air guns, paint ball guns and any other weapon or weapon like toy, catapults or bows and arrows may be openly displayed or discharged on or over the estate.
 - 14.2.1. No fireworks or any explosives of any kind are allowed to be set off within the boundaries or over of the estate.
- 14.3. Inflammable or other dangerous materials or articles may not be brought onto the common property or elsewhere on the estate except in such limited quantities as are allowed under the Body Corporate insurance policy, including fuel in containers, fuel in generators and gas bottles for domestic use.
- 14.4. All gas appliances, including mobile heaters and braais must be SABS approved and be in compliance with the bylaws. A certificate of compliance may be requested by the Body Corporate and all gas containers are to be safely and correctly stored in terms of the bylaws and requirements of the Body Corporate.
- 14.5. No resident or their worker or contractor shall, without Body Corporate written approval repair, alter or in any way interfere with any of the common property infrastructure including electrical supply, external distribution boards, substations, electricity meters, plumbing and pipes, irrigation systems, taps and valves, sewers, drain pipes, guttering and downpipes, fiber optic, telephone or other cables and conduit, driveways and pathways, street, carport and security lights, tiles and roofs, security cameras and all other installations. All faults in the common property must be promptly reported to the Estate Manager.

15. LETTING, SALE & OCCUPATION OF SECTIONS

- 15.1. In terms of the STSMA legislation and as a security precaution registered owners must, before occupants enter the estate provide the Body Corporate with written details of the full names and the required details of all the intended occupants of a unit including addresses, copies of identity documents and telephone numbers. Security precautions also require details of vehicles that are to be parked in the estate overnight and a copy of any lease or right of occupancy.
 - 15.1.1. All pets or animals must be approved by the Body Corporate and employees must be registered
 - 15.1.2. Details of any property manager or rental agent authorised to manage the unit for an owner must be provided
- 15.2. As a protection for all its members the Body Corporate requires that only the registered section owner can approve new occupants and it must be in done writing. In the case of joint registered ownership, companies, liquidators or trusts the

person giving authority needs to provide satisfactory evidence that they are authorized to act on behalf of the owner. All Rental or property management agents must provide evidence if they are authorized to act on behalf of the registered owner

- 15.3. To facilitate security, where a tenant or other occupant is vacating a unit, the registered owner must please advise the estate office in writing by completing the appropriate documentation before the tenant or occupant moves out of the estate, or as soon as they become aware that their tenant or occupant has moved out.
 - 15.3.1. The Body Corporate is not responsible for any items removed from the section by anyone.
 - 15.3.2. The Body Corporate may require, for security reasons that all movement of furniture or anything else in and out of the estate be approved by the owner in writing and the Body corporate may restrict such movement without the necessary documentation. The Body Corporate may inspect any vehicle removing any items from the estate
- 15.4. All registered owners, lessees and rental or estate agents must ensure that the occupiers are introduced to the Estate Manager prior to occupancy, and that they participate in an induction process, if required, to arrange for the conduct rules to be explained to the occupants and for them to sign for a copy of the conduct rules, which must form part of any lease or right of occupation agreement.
- 15.5. All residents of units and other persons granted rights of occupancy or entrance to the estate by any registered owner of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or omitted from any lease or any grant of rights of occupancy. Persons who are not the registered owner may not grant occupancy rights to anyone else.
- 15.6. The letting or occupation by persons other than the owner shall not release the registered owner from any of their obligations to the Body Corporate in terms of the STSMA, Sectional Titles Act and these Conduct Rules. The Owner shall at all times be responsible for the actions, behaviour and costs of the residents.
- 15.7. No more than two (2) persons per bedroom, as described in the sectional plan forming part of the title deeds of a section are allowed to reside or occupy a unit overnight at any time. A maximum of (2) two children per unit under the age of 5 are excluded from the count
- 15.8. In the interest of our security and to meet the requirements of the STSMA the subletting of units by tenants, or letting of portions or parts of units, bedrooms, garages or carports is not permitted without Body Corporate approval.
- 15.9. The Body Corporate is entitled to charge members and registered owners a reasonable fee to cover administration and any other costs of processing and recording each change in occupant or tenant as required by the STSMA and by any security and administration systems. The trustees are authorised to determine the amount of the fee which shall be reasonable and shall apply to each change in occupation. The member consents that this fee will be debited to their account on the date of change and is payable immediately.

16. ERADICATION OF PESTS

- 16.1. A resident shall keep their unit and garden free of all garden or household pests, including termites, white ants, borer and other wood destroying insects and shall control flies, mosquitoes, cockroaches, ants, rats and mice.
- 16.2. Residents shall permit the trustees, the estate manager or their duly authorized agents or employees, to enter their unit from time to time, for the purpose of inspecting the section and taking such action for the eradicating of any such pests as may be found within the unit or walled private garden
- 16.3. The cost of any inspection and the replacement or repair of any woodwork or other material forming part of the section which may be damaged by any such pests, and the cost of eradication of pests and repairs must be recovered from the owner of the section unless the trustees are satisfied that such damage originated from the common property and is wholly or partly the responsibility of the Body Corporate in terms of the STSMA. The member consents that these amounts may be debited to their account and becomes payable immediately.

17. COMMON PROPERTY GARDENS, PRIVATE GARDENS, STAIRS AND CARPORTS

- 17.1. All walled private gardens, carports and external staircases are common property but allocated for the sole use and enjoyment of the adjoining section or indicated section. (There is no registered "exclusive use area" in the scheme as defined in the STSMA)
- 17.2. All owners are responsible to keep these areas clean and neat at all times
 - 17.2.1. Owners are responsible for the maintenance of all improvements that the owner or occupiers have made in their walled private garden, at their own expense, and
 - 17.2.2. Owners must maintain and regularly water, and if required replace at their own expense any plants and lawns established by the Body Corporate in their wall private gardens, failing which the Body Corporate must remedy the owner's failure and recover any reasonable cost of doing so from that owner.
 - 17.2.3. The Body Corporate has an agreement with the owners of all sections to provide only lawn mowing and edge trimming, plant trimming and flower bed cleaning for the walled private gardens, and the cleaning, repair, maintenance and light globe replacements for all stairs and carports.

- 17.2.4. The Body corporate is required to charge a separate monthly fee to each owner to cover either the estimated costs or the actual costs, and estimated future costs of repairing, maintaining and replacing these sole use areas.
 - 17.2.5. Residents may not plant, remove or trim trees or large shrubs without the consent and approval of the Body Corporate and residents may not place any plants or trees in the walled private garden that in the opinion of the Body Corporate are harmful or dangerous, or likely to cause damage to walls, sewers, driveways or foundations or infrastructure of the scheme
- 17.3. Residents must obtain Body Corporate approval in writing before erecting any items in their walled private garden or on any common property including decking, jungle gyms, trampolines, sandpits, permanent braais, gazebos, tool sheds, garden lights, permanent water features including fountains and ponds and install spas or Jacuzzis or do anything that may impact on neighbours, other residents or the common property, or the Body Corporate administration costs or repairs and maintenance costs of the common property
- 17.3.1. Such approval may be granted with certain restrictions or conditions as these are controlled in terms of the council bylaws, the STSMA, the Sectional Titles Act and these Conduct Rules.
 - 17.3.2. The amount of any fee to be charged for approval or ongoing use of such items must be reasonable and shall be determined by a resolution of the trustees who may stipulate specific requirements regarding the items approved.
 - 17.3.3. The owner shall be responsible for the regular maintenance and repair, or replacement of these items, and for the reinstatement and rehabilitation of any damage to the common property, including the private garden at the time of installation or removal, failing which the Body Corporate must remedy the member's failure and recover the reasonable cost of doing so from that member

The member consents that these amounts may be debited to their account and becomes payable immediately.

- 17.4. Garden tools, garden equipment, garden refuse bags, scrap, waste, signs, refuse and damaged furniture or any excessive number of toys, cycles and other items must not be left on the common property, including in the walled private gardens, stairs and carports, if it is visible from any other section or the common property without the approval of the Body Corporate.
- 17.5. Residents shall not request any employee of the Body Corporate or employee of their service providers to perform work for them during working hours that is outside of the scope of their contracted duties, without the written approval of their employer or the Body Corporate. Employment of any of the contractors' staff outside working hours shall be a private arrangement at the resident's risk and cost, and subject to the approval of their employer and the Body Corporate.
- 17.6. No walled private gardens or garden gates may be altered in such a manner as to restrict the thoroughfare to any part of the common property, any natural flow of rain water, cause damage to the infrastructure or create a nuisance to other residents.
- 17.7. Garden gates must be left unlocked on specified days to allow the garden service access to all walled private gardens, and if they are not left open the Body Corporate may cut the locks to gain access where required. The Body Corporate will not be responsible for the cost of replacing any damaged locks or gates.
- 17.8. Residents are referred to the clause elsewhere in these rules regarding their obligation to regularly remove excrement from their gardens to contain flies and other insects in the estate, and not keep boxes, old furniture and other scrap or damaged items in the walled private garden.
- 17.9. No undesirable object, refuse or waste maybe thrown, left or deposited on the common property or in walled private gardens, staircases or carports.
- 17.10. No equipment, plants, furniture, machinery, vehicles or any other movables on the common property and belonging to the Body Corporate or another resident or service provider may be tampered with, damaged or removed.
- 17.11. The Body Corporate has the right, at the expense of the owner, to enter the common property walled private garden at any reasonable time to cleanup, tidy, clear, maintain it and replace any items that has not been adequately maintained or kept clean and tidy by the resident or occupant,. The amount of any fee and costs shall be reasonable and determined by a resolution of the trustees. The member consents to these amounts being debited to their account and becomes payable immediately
- 17.12. All gardens plants, trees, shrubs and all other items on the common property are for the enjoyment of all residents and no willful damage or removal is allowed. Removal or planting of plants, paving, pots or other items in or on the common property, other than that approved in the walled private gardens, is not permitted unless authorized in writing by the Body Corporate.

18. SUPERVISION OF CHILDREN

- 18.1. Residents shall properly supervise their children, their children's friends and children of their visitors so that no provision of these rules is infringed, that no nuisance is caused to any resident, and that no damage is caused to any resident, their family, guests or anyone else lawfully on the estate, the property of any of these persons, the common property or of any section. The owner is liable for the costs of any damage caused and consents to these amounts being debited to their account and is payable immediately.
- 18.2. The rules displayed at the pool areas, the clubhouses, play areas and dam areas must be adhered to at all times and no children under the age of ten are allowed in the pool areas unless supervised by an adult over 18.

- 18.2.1. The Body Corporate accepts no responsibility for anyone using the pools, playgrounds, jungle gyms, dog walking areas, dams, tennis court or any of the common property, and anyone does so entirely at their own risk.
- 18.3. Children must not play in the fountains, in the common property gardens, on the tennis court or in the gym. They are restricted to your walled private garden and in the play areas designated in the estate.
 - 18.3.1. Children riding, running and walking on the driveways and pathways and other common property areas do so at the resident's risk and residents must ensure that they limit their noise to levels so as to not prevent the resident from enjoying the undisturbed use and enjoyment of their section and the common property.
- 18.4. Due to the location of the play areas, pools, tennis courts, clubhouses and driveways being close to residents homes, noise levels must be contained at reasonable levels at all times so as to not disturb the residents.

19. RESIDENT'S EMPLOYEES

- 19.1. All employees including domestic workers, chars and other contract workers must be registered with the estate manager before entering the estate.
 - 19.1.1. Only registered employees will be allowed on to the estate and they may not bring their family, friends and visitors into the estate without the approval of the estate manager.
 - 19.1.2. Employees and contract workers may not be granted access to the Estate by the resident as their guests or visitors.
- 19.2. Employees must wear a valid estate issued ID card when on common property and must produce this when requested by the security guards, estate manager or a trustee.
- 19.3. Under no circumstances can an employee of any resident be provided with a resident type access device for the estate.
 - 19.3.1. Employees will only be given restricted access tags to the estate (turnstile only) and only on the written request of the resident, occupant or registered owner.
 - 19.3.2. Residents must provide the estate with the employees ID, provide two photo of the employee, complete all documentation required and pay the approved costs of producing the card.
 - 19.3.3. Employees who do not have a valid ID or work visa and foreign passport will not be allowed to enter the estate.
- 19.4. The Body Corporate may by resolution at a general meeting decide to charge an initial fee or a monthly fee to cover the administration and other costs of resident's employees or other workers. The member agrees that these amounts may be debited to their account and becomes payable immediately.
- 19.5. All employees must have the conduct rules explained to them and must have access to a copy of the Conduct Rules. The resident is responsible to ensure that they understand and abide by these rules and respect the authority of the Estate Manager, Contractors, Security and Trustees in enforcing these rules.
- 19.6. Residents shall ensure that their domestic employees, domestics workers or other contract workers do not, for security reasons, loiter on the common property and do not use the facilities on the common property including the pools, play areas, clubhouses and common property toilets, other than when accompanied by a member of the resident's family. They must use the toilets in the residents unit, or those clearly allocated for the use of workers and employees, positioned at each of the gates. The common property facilities and the toilets at the clubhouses are for the exclusive use of owners, occupants and their guests

20. CLUB HOUSES, SWIMMING POOLS, FOUNTAINS AND PLAY AREAS.

- 20.1. The Clubhouses, swimming pools, play areas, gym, braai areas and dog walking areas are for the exclusive use of residents and their accompanying guests who must be accompanied by a resident at all times.
 - 20.1.1. The owner or resident must take reasonable steps to ensure that any of their guests, children and employees do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property
- 20.2. A maximum of 20 guests per section are allowed in the clubhouse areas or on the common property so as not to monopolize a clubhouse, unless prior written consent is given by the Estate Manager
- 20.3. The Body Corporate may approve in writing the rental of the middle (Gazebo) clubhouse or parts of the main clubhouse by residents for their exclusive use for a day or part of a day, and arrangements must be made through the Estate Manager who will explain all the limitations, including noise and times and the approved charges and conditions of use. At all other times this clubhouse must be available to all residents and their accompanying guests
- 20.4. The main clubhouse and the wellness center clubhouse, gym, braai and pool areas are available to all residents and their accompanying guests at the times stipulated on the signs at the gates and may not be occupied or used during the times when noise is limited elsewhere in these rules.
 - 20.4.1. These clubhouses may not be exclusively reserved or dominated by any one resident and they may not obstruct the lawful use and enjoyment of the clubhouse areas by any other residents or their accompanying guests.

- 20.5. The Body Corporate may charge for the use of the gym, tennis court, gazebo clubhouse, playpark or any other areas or services made available to residents by the Body Corporate. The terms, conditions, rules, any membership requirement and fees shall be determined by a resolution of the trustees.
- 20.6. Residents shall immediately pay for all service providers on the estate when services or goods are ordered and received by the resident at their request, failing which the Body Corporate may apply sanctions as provided herein and the member consents that these amounts, plus any costs or fees, may immediately be debited to their account if not paid by the resident.
- 20.7. Residents must leave all common property, especially the clubhouse areas and playgrounds clean and tidy after use by them, failing which the Body Corporate may levy a reasonable fee and recover the costs from the owner for cleaning, tidying, repairing, replacing or painting any area and recover any loss of income, as well as penalise or sanction the owner according to these rules. The Body Corporate may also restrict a resident and their family and visitors' use of any facility for a reasonable period of time.
- 20.8. Children under 10 years of age must be supervised by a person over 18 years of age at all times at the clubhouses and pool areas, or as required by any notices displayed on the estate, the Joburg Council bylaws and any legislation. Children may not play on the tennis court or in the gym.
- 20.9. No glass or other breakable objects, including bottles and glasses are permitted in and around the pools
- 20.9.1. The pool cleaning equipment may not be removed from the pool
- 20.9.2. Pool and fountain lights, spouts and machinery may not be tampered with in any way.
- 20.9.3. Nothing may be thrown into the pool or fountains that may damage or cause harm to the fountain or machinery, or affect the water.
- 20.10. The clubhouses and all common property areas are used by residents and their guests and employees entirely at their own risk and the Body Corporate accepts no liability for damage or loss. Members indemnify the Body Corporate against liability for any accident, loss or damage from whatsoever cause sustained by any resident, occupant, their family, guests, employees, pets and visitors when using any of the common property facilities on the estate. The member shall be liable to reimburse the Body Corporate immediately in full in respect of any and all losses or expenses incurred by the Body Corporate in undertaking the repairs or replacement and any damages claimed and legal costs incurred. The member consents to these amounts being debited to their account and becomes payable immediately.
- 20.11. Residents and guests are to ensure that the gates to the pool areas are kept securely closed and locked at all times and to comply with all safety bylaws.
- 20.12. No animals or pets, except service dogs are allowed in any of the clubhouse areas or any playground areas even if carried or on a leash. This is a health bylaw requirement. They are restricted to the attenuation dam areas that are designated as dog walking areas
- 20.13. No ball games that are a danger or inconvenience to other users are permitted in the clubhouse and pool areas or on the common property. Ball games have been specifically provided for in the designated play areas but no golf balls may be hit, and no hard cricket or other hard sport balls may be used in a way that may injure a person or cause damage to the common property or a section.
- 20.14. Residents must adhere strictly to the rules displayed at the gates to the clubhouses and all signs inside the clubhouse areas. Residents must behave and dress in an appropriate manner at all times, respecting the rights of other users of the pools, playgrounds, clubhouses and dog walking areas and gym.
- 20.15. The right of admission to the gym, main clubhouse and surrounding area and making use of the services of the restaurant, and other services provided at the wellness center is restricted to residents and their guests, and the right of admission is reserved by the contracted operators of those services and by the Body Corporate.
- 20.16. Residents and guests must comply with the conduct rules regarding all behaviour, noise and dress codes and all Joburg Council bylaws and non-smoking regulations in all the clubhouses areas and on the common property
- 20.17. The service providers at the clubhouses and the security guards have been specifically delegated with authority to ensure that the clubhouse and the supervision of children rules are obeyed at all times

21. FIRES AND SMOKE AND OBNOXIOUS SMELLS

- 21.1. All braais or barbeques shall be confined to the patio, balcony or private garden of a section, or to the facilities provided by the Body Corporate at the middle (Gazebo) clubhouse or at the Wellness Centre clubhouse.
- 21.1.1. Fires or braais are not allowed on any other part of the common property
- 21.2. Fireplaces and similar installations in sections or the common property that emit smoke are not permitted
- 21.3. Residents shall ensure that the smoke from any source, including cigarettes, cigars, vape and braai/barbeques do not cause a nuisance or inconvenience to other residents, especially neighbours.

- 21.4. All fires, hot coals, ash and cigarettes and cigars etc. must be correctly extinguished when finished and removed from the common property by the resident and the resident must ensure that any fire is not a safety hazard.
- 21.5. Residents may not do anything that results in an obnoxious or unpleasant smell being emitted, or that could be a health hazard to other residents and other persons legally on the estate

22. PAYMENT OF CONTRIBUTIONS AND COSTS OF OTHER SERVICES

- 22.1. Payment in full of any contribution levied and all the costs of any services provided in terms of these rules or resolution of the Body Corporate and debited to the members account in accordance with the legislation and as consented to by members in these conduct rules must be received by the appointed managing agent on or before the dates specified in the advice sent to all members as required by the STSMA – Management rule 25.
- 22.2. The Body corporate may agree in a general meeting of registered owners to offer all registered owners who pay their contributions and service costs by the due date a discount of up to the maximum permitted by the STSMA
- 22.3. The member consents that in terms of the STSMA management rule 25 the Body Corporate may debit the member's account with all contributions required in terms of the STSMA, all metered electricity and other measured direct costs of services provided, any CSOS levies, the costs of maintenance and repairs incurred for any exclusive use area or section, any fees due, penalties and fines issued and any other disbursements made by the Body Corporate in terms of these conduct rules and the STSMA.
- 22.4. A member consents that if they fail to pay their Body Corporate accounts timeously and after the Body Corporate has sent a final notice as required by the STSMA, that at the discretion of the Body Corporate, the members account may be handed over to debt collectors, or referred to the Community Schemes Ombud for relief, or handed over to an attorney acting on behalf of the Body Corporate for the legal process of collection of all the outstanding amounts.
- 22.5. The member consents that the Body Corporate may, in terms of the STSMA management Rule 25 debit the member's account with all costs incurred and disbursements made in their endeavors to collect the above amounts, including, all legal costs paid to any attorneys at the attorneys normal rate, all sheriff and courts, any and all managing agents fees or debt collection agents fees according to the Debt Collections Act, and any other amount incurred or disbursed by the Body Corporate in endeavoring to recover the debt, together with any interest accruing there on
- 22.6. The member consents to the Body Corporate recovering, at rates provided for in any applicable legislation, for all reasonable reminders that are sent out to the member after the due date, including notices delivered to the section, electronic or cell phone messages sent to the member, phone calls or personal visits to the member or meetings called by the body corporate, managing agent or estate management or the owner
- 22.7. The member acknowledges that Interest is payable on all late payments of amounts due at a rate determined by the body corporate at a general meeting or in accordance with the STSMA legislation.
- 22.8. All payments received from registered owners will first be applied to settle any interest charges, then any collection costs and legal costs, then any maintenance and repair costs and fees for other services provided by the Body Corporate and penalties and fines, then electricity charges and other direct charges, then the CSOS levy and finally the contributions levied in terms of STSMA, unless the owners advises the body corporate otherwise at the time of each payment.
- 22.9. A member agrees that if they fail to pay their Body Corporate accounts timeously and after the Body Corporate has sent a final notice as required by the STSMA – management rule 25 that at the discretion of the Body Corporate, they may also suspend, discontinue, increase the cost of, disallow any discount or limit any of the other contracted services provided by the Body Corporate to a section, other than any statutory required services.
- 22.9.1. The member shall be given 7 days notice which shall be delivered to the registered owner either by electronic mail or cell message and a written notice addressed to the owner and delivered to the unit. The Body Corporate may also as a courtesy deliver a copy to any tenant or occupant and email a copy to the address provided by the member for all statements of account. The member consents that the costs of sending these notices will be debited to the registered owners account and are payable immediately
- 22.9.2. Examples of the additional services affected include, but shall not be limited to, any additional armed guard or medical response to emergencies, use or cost of any automatic visitor's entry system, permission granted for additional vehicles to be parked in the estate, limits on the use of visitors parking bays, permission to have pets in the estate, limitation of selected additional garden services, restrictions on the use of services provided by contractors at the clubhouses and any other services provided by the Body Corporate, where permitted by law. The Body Corporate may recover all the costs incurred by them in discontinuing these services, and a reasonable fee, determined by the Body Corporate in a general meeting, to reinstate any discontinued services. No reduction in the contribution or any other charges shall apply where any services are discontinued or suspended
- 22.9.3. The price of selected services provided by the body corporate in terms of Clause 4 of the STSMA or in these rules may be increased to their full listed cost, but by no more than 50% as from the date that the account is in arrear and all subsequent discounts or rebated granted shall be reversed.

- 22.9.4. The Body Corporate may without further notice apply to the courts for the right to discontinue or limit certain services, including electricity and water, or to the Community Schemes Ombud for relief to recover the amount from any tenant, or any other relief available to the body corporate, or to limit both electricity supply and water supply to the unit, and may charge a reasonable fee, determined by the Body Corporate with reference to the fees charges by the Joburg Council or Eskom, to reinstate any discontinued service.
- 22.10. The Body Corporate must first apply the proceeds of any insurance claim to offset any amounts owing to the Body corporate.
- 22.11. A pre-paid meter for electricity will be installed to any section who's levy account is in arrears by more than 90 days. Affected owners will receive notification giving 72 hours to correct their arrears, failing which a pre-paid meter will be installed. If the legal entity owning the unit owns multiple units in the scheme, a prepaid meter shall be installed in all units owned by the entity regardless of the other unit(s) account standing.
- 22.12. Affected owners (and tenants if applicable), will then be advised of the process to purchase pre-paid electricity by the managing agent.
- 22.13. If it is found that a pre-paid meter is tampered with, a penalty fee of an amount approved at the AGM will be imposed to offset any loss of income to the Body Corporate and administration/call out charges.
- 22.14. The member consents that the Body Corporate may, in terms of the STSMA management Rule 25 debit the member's account with all costs incurred and disbursements made for the installation of the pre-paid meter and any other amount incurred or disbursed by the Body Corporate in endeavouring to recover the debt, together with any interest accruing there on.

23. NOISE

- 23.1. An occupier must not create a noise that is likely to interfere with the peaceful enjoyment by a resident in another section or another person's peaceful enjoyment of the common property.
- 23.1.1. All noise must be limited to a reasonable level at all times and especially between 22h00 and 07h00 every night other than Friday night and Saturday night when noise must be limited to a reasonable level between 24h00 and 07h00.
- 23.1.2. Any resident not complying with this rule and having been requested verbally or in writing by a security guard, the security company, a trustee or the estate manager to rectify such contravention immediately may be sanctioned and penalised in terms of these rules without any further warning or process.
- 23.2. Sound systems, televisions, musical instruments and other sound producing devices shall not be played or used at any time in such a manner as to interfere with any resident's reasonable peaceful enjoyment of their unit or the common property. All vehicles entering the estate must reduce their sound system volume level so as not to disturb the residents.
- 23.3. Vehicle hooters and alarms shall not be sounded on the common property or at the gates at any time by any vehicle of the resident, their family member, visitors, employees, and children.
- 23.4. All motor vehicles must be maintained and driven in such a manner as not to exceed the by-laws permissible for noise levels or so as to unreasonably disturb the peaceful enjoyment by residents. Motorbikes and other motorized machines, and all vehicles must be driven or used quietly and never revved or left idling to cause a noise disturbance, especially during the quiet hours mentioned in these rules.
- 23.5. As a common courtesy, in the event that a resident wants to host a private function in their section or in their walled private garden, all their neighbors should be informed by the resident, in person. However unacceptably high noise levels and extended hours will still not be allowed.

24. GENERAL

- 24.1. A resident shall not, without written Body Corporate approval, do or permit to be done in their section or on the common property anything which will or may increase the rate of insurance premiums or excess payable by the Body Corporate or void any insurance policy or that may cause or create a danger to other residents or anyone legally on the estate, or a danger to any of the property.
- 24.1.1. No resident may bring anything or allow anyone onto the estate, or operate anything in the estate that would cause, or potentially cause a nuisance, harm or security risk to other residents or persons legally on the estate or to the property

- 24.3. The fire fighting equipment including the fire hydrants, hose reels and fire extinguishers are not to be tampered with and are to be exclusively used by authorized personnel for firefighting purposes.
- 24.4. Residents and their visitors, employees and contractors may not contravene any Joburg Council bylaws or national laws while on the estate, and
 - 24.4.1. No alcohol or any other intoxicating substance may be openly consumed whilst on any part of common property except in the designated clubhouses areas and dog walking areas, walled private gardens or within sections, and persons who are intoxicated shall not walk on the common property or drive any vehicle in the estate.
 - 24.4.2. No prohibited drugs may be consumed, used, sold, stored or kept on any part of the estate.
- 24.6. The registered owners, in signing these rules, consent and agree that all contributions, fees, penalties, charges, legal fees or all other disbursement by the Body Corporate referred to in these rules may be debited to the members account and shall become payable immediately by the member, with interest at the rate approved by the Body Corporate being charged on all arrear amounts.

Every registered owner consents to and contracts with the body corporate for it to provide all of the services mentioned in these rules or any other services that are approved by the members in a general meeting or determined as reasonably necessary by the Trustees in a trustee meeting, and the member accepts any charges determined by the Body Corporate, or costs incurred by the Body Corporate in providing these services. The member consents to these amounts being debited to their account and they become payable immediately

25. BREACH AND PENALTIES

- 25.1. In terms of Section 7.1 of the STSMA "the functions and powers of the body corporate must be performed and exercised by the trustees of the body corporate holding office in terms of the rules. The Trustees must take any reasonable action deemed appropriate to enforce these Conduct Rules and any legislation.
- 25.2. All complaints and details of possible contraventions of these rules or any legislation must be lodged with the Estate Manager in writing on the required STSMA form. A sincere endeavor will be made by the Body Corporate to resolve such complaints amicably and as soon as possible, as long as such complaints are valid and reasonable and not willfully malicious, irrelevant or un-reasonable and the rights of other residents are not infringed.
- 25.3. The Body Corporate is not responsible for resolving personal disputes between residents unless it impacts on other residents, the common property or the Body Corporate.
- 25.4. The following process shall be followed where the Conduct Rules, STSMA or Sectional Titles Act or any other laws have been contravened, other than where an alternative has been defined in these conduct rules or where immediate action is required in the interest of the safety of residents and to protect the rights of all residents and owners

- 25.2.1. On receipt of the **first written complaint** from any resident or any other person legally on the estate, or upon the Body Corporate becoming aware of a contravention, the Body Corporate must firstly endeavor to confirm that the contravention occurred and then try to remedy the situation either verbally in a meeting between the estate manager and resident, or by phone conversation, or by electronic communication with the resident.

The Body Corporate may issue a notice of the contravention and keep a record of their discussions. The registered owner and/or their appointed property manager or rental agent may be advised of the contravention and copies of the record of the discussions may be sent to them.

The registered owners and residents, and trustees and estate manager undertake to try to resolve all breaches of the conduct rules in a prompt and amicable manner where ever possible.

- 25.2.2. On receipt of the **second written complaint** (after a reasonable lapse of time) from any resident or any person legally on the estate or upon the Body Corporate becoming aware of the recurring contravention, the Body Corporate shall endeavor to confirm the contravention occurred, and either or both;
 - 25.2.2.1. Require the resident and the registered owner if the resident is not owner and/or the owner's appointed property manager or letting agent, to attend a meeting during the estates normal weekday office hours, with the Estate Managers (and trustees if so decided by the trustees) within 7 days of being notified of this requirement, to discuss the contravention and seek a solution, and/or
 - 25.2.2.2. Forward a written warning with details of the contravention to the resident and the registered owner if the resident is not the owner and/or to any property manager or appointed letting agent, requiring them to cease contravening the rules or legislation and to remedy the situation within a reasonable given period of time
- 25.2.3. Should the resident or owner not cease to contravene the rules or any legislation or not remedy the situation, or on receipt of **further written complaints** (after a reasonable lapse of time) from any resident or any person legally on the estate, or upon the Body Corporate becoming aware of the recurring contravention the Body Corporate shall endeavor to confirm that a further contravention has occurred and the Trustees shall

- 25.2.3.1. Forward a **final written warning** to the owner, and to the resident if the resident is not the owner and/or to the owners appointed property manager or letting agent, instructing them to comply with these conduct rules or the legislation within a reasonable given period of time, and
- 25.2.3.2. Included in the final warning the Body Corporate shall Issue a notice of any penalty or fine or of any restrictions of use of certain common property, or withdrawal of, or changes to the level of selected additional services provided by the Body Corporate, or withdrawal of permission to have pets in the estate, or any other option contained in these rules, and
- 25.2.3.3. Debit the amount of any penalty to the account of the owner together with all costs incurred by the body corporate and all other disbursements by the body corporate, and recover from the owner all costs incurred in relation to the correction of the contravention.
- 25.3. The extent of any penalty of fine shall be at the discretion of the trustees or as approved at a general meeting of owners but shall be appropriate and reasonable, taking into consideration the time and effort required by the body corporate and complainant to address and resolve the contravention, but shall be not be more than twice the average monthly total contribution of all the units in the scheme in that financial year, for each contravention or written warning issued. The nature and duration of any other restrictions or sanctions will be at the discretion of the Trustees and will be appropriate and reasonable. The member acknowledges and consents that these amounts may be debited to their account and becomes payable immediately
- 25.4. The registered owner has the right to appeal within 7 days of receipt of any warnings, penalties, fines or sanctions contained in these rules by delivering to the estate office an objection, in writing addressed to the Chairman against any decision taken by the Body Corporate, explaining their reasons for disputing the warning, penalty, fine or sanction. The trustees must review any appeal within 10 days and make a final ruling by majority vote, or they may elect to meet with the owner and/or resident at the next trustees meeting to resolve the disagreement.
- 25.5. The owner has the right to refer the matter thereafter, if still dissatisfied to the Community Schemes Ombud for adjudication in terms of the STSMA. If the Ombud declines to hear the matter the decision of the Trustees is final.
- 25.6. The Body Corporate has the right at any time to declare a dispute and apply for either adjudication by the Ombud, or to take appropriate legal or any other action to enforce these rules.
- 25.7. Failure to apply these or any other penalties or sanctions in any instance shall not infer that the contravention is acceptable and the Body Corporate may at any time impose these penalties or sanctions in future.

_____00000000 **END** 00000000 _____

Approved by special resolution at a meeting of registered owners held on _____
and lodged on _____

RECEIPT OF CONDUCT RULES:

I acknowledge that I have received a copy of the Conduct Rules for Lonehill Village Estate Body Corporate which replaces annexure 2 of the Regulations of the Sectional Titles Scheme Management Act.

I have read them and fully understand them, and agree to abide by them at all times. Any questions I have were answered by the Body Corporate representative to my satisfaction

As Owner I consent to the Body Corporate debiting my account with all amounts referred to in these rules

FULL NAMES: _____

ID/PASSPORT No: _____

SIGNATURE: _____ DATE _____

(as a RESIDENT / REGISTERED OWNER-MEMBER)

Witness (Name) _____ Signature _____ Date _____