

UMOYA BODY CORPORATE

New Conduct Rules
Accepted at
Annual General Meeting
Held on

1. DEFINITIONS

In these rules, the following terms shall have the meanings assigned to them hereunder, namely:

- 1.1 **“the Act”** shall mean the Sectional Titles Act No. 95 of 1986 (as amended from time to time).
- 1.2 **“Annexure 8”** shall mean Annexure 8 of the Consolidated Regulations to the Act (as amended from time to time).
- 1.3 **“Body Corporate”** shall mean the body corporate of the Scheme as described in Section 36(1) of the Act.
- 1.4 **“Common Property”** shall mean the land and such parts of the Scheme as are not included in a Section.
- 1.5 **“Exclusive Use Area”** shall mean any part of the Common Property that is allocated for the exclusive use of an Owner.
- 1.6 **“Laws”** shall mean all national (or provincial) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.7 **“Managing Agent”** shall mean any entity which shall have been appointed by the Body Corporate pursuant to Section 46(1) of Annexure 8, to manage the affairs of the Body Corporate and the day-to-day running of the Scheme.
- 1.8 **“Owner”** shall mean the registered owner of a Unit.
- 1.9 **“Resident”** shall mean any person, including but not limited to an Owner, who lives in a Unit on a permanent basis.

- 1.10 **“Scheme”** shall mean the scheme known as Umoya, situated on Remaining Extent of Erf 1222, Sunninghill Extension 29 Township, Registration Division I.R., Province of Gauteng, South Africa.
- 1.11 **“Section”** means a section as shown on the official sectional plan pertaining to the Scheme.
- 1.12 **“Trustee”** shall mean either a person who has been elected in accordance with Section 6 of Annexure 8, or an alternate trustee appointed pursuant to Section 9 of Annexure 8.
- 1.13 **“Unit”** shall mean a Section together with the Exclusive Use Area (if any) pertaining to that Section.
- 1.14 **“Visitor”** shall mean any person who is neither an Owner nor a Resident and who enters the Scheme at the invitation of an Owner or a Resident or the Body Corporate or the Managing Agent, including but not limited to domestic workers, tradesmen and delivery agents.

2. INTERPRETATION

In these rules, unless the content shall otherwise require:

- 2.1 the singular shall, where appropriate, include a reference to the plural, and *vice versa*, and words importing any one gender include the other gender, and natural persons include created entities (incorporated and unincorporated) and *vice versa*;
- 2.2 the clause and paragraph headings are used for convenience only and shall not be used as an aid to the interpretation of the rules;
- 2.3 when any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day, except if such last day falls on a Saturday, Sunday or gazetted public

holiday in the Republic of South Africa, in which case the next following business day shall be regarded as the last day;

- 2.4 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.5 the terms defined in clause 1 shall bear the same meaning throughout these rules;
- 2.6 should any annexure to these rules not contain separate definitions, the definitions contained in clause 1 shall apply to such annexure to the extent applicable;
- 2.7 the rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply in respect of these rules;
- 2.9 where any term is defined within the context of any particular clause in these rules, then, unless it is clear from the clause in question that the term has limited application to the relevant clause, the term so defined shall bear the meaning therein ascribed to it for all purposes in terms of these rules, notwithstanding that the said term has not been defined in clause 1 hereof;
- 2.10 any and all reference within these rules to specific numbered schedules and/or clauses shall be interpreted as references to schedules and clauses of these rules unless expressly stated to the contrary;
- 2.11 any and all reference to persons shall include both natural persons and created persons otherwise known as juridical persons (corporate and unincorporated);
- 2.12 wherever reference is made to a requirement that the Trustees give their consent or approval, or that they make any other determination,

decision or direction, such consent, approval, determination, decision or direction shall only be valid if confirmed in writing by a majority of the Trustees in office at the relevant time.

3. INTRODUCTION

3.1 These rules are binding on the Body Corporate, the Managing Agent and all Owners and Residents without exception.

3.2 The intention of the Body Corporate and the Managing Agent in promulgating these rules is the creation and preservation of a pleasant and comfortable environment in which each Resident can enjoy his Unit without unduly interfering with the equivalent enjoyment rights of his fellow Residents.

3.3 The Body Corporate, Managing Agent, Owners and Residents are each responsible for ensuring that their respective Vistors abide by these rules.

3.4 Should Owners and/or Residents subsequently wish to propose changes to these rules they may submit proposals for change in writing to the Trustees, who will then present such proposals to the Body Corporate for consideration at the next following Annual General Meeting.

4. OVER-ARCHING PRINCIPLE

Save as otherwise provided by the Laws or by these rules, Owners and Residents shall at all times act in accordance with the Laws applicable within the City of Johannesburg as if each Unit were a free standing residence located within the municipal boundaries of the City of Johannesburg.

5. GENERAL CONDUCT

5.1 Without prejudice to the generality of clause 4, alternatively in addition to the requirements thereof:

5.1.1 The use by any Owner, Resident or Visitor of any fire-fighting equipment installed and/or available in the Common Property for any purpose other than the fighting of fires is prohibited.

5.1.2 Storage and/or carriage by any Owner, Resident or Visitor within any part of the Scheme of an unlicensed weapon in circumstances where the keeper or carrier thereof is required by the Laws to have first obtained a licence as a condition precedent of so keeping and/or carrying such weapon, is prohibited.

5.1.3 The use by any Owner, Resident or Visitor within any part of the Scheme (including any Unit) of any ballistic weapon (including but not limited to rifles, hand-guns, air-guns, gas-guns, catapults, long-bows or cross-bows) or any other item specifically designed for the purpose of causing bodily harm (including but not limited to tasers, knobkerries, pangas, daggers, spears and swords) is prohibited save for the purpose of undertaking an act of defence to the extent permitted by the Laws.

5.1.4 The throwing or kicking of stones, balls or other solid objects of any kind whatsoever within the Common Property is prohibited.

5.1.5 Auctions, sales or public meetings of any description (including but not limited to political and/or religious rallies) shall **not** be held within the Scheme without the written consent of the Trustees having first been sought and granted.

- 5.1.6 The use of electricity generators and/or compressors by Owners, Residents and/or Visitors shall **not** be permitted within any part of the Scheme without the written consent of the Trustees having first been sought and granted.
- 5.1.7 Any recreational activities which risk causing physical harm to persons or physical damage to property (including but not limited to ball games, the riding of bicycles for recreational purposes, dangerous pool games and/or the use of go-carts, soapbox cars, radio-controlled land vehicles, radio-controlled aircraft, skate-boards, roller-skates and other similar devices) or which would interfere with the quiet enjoyment of the Scheme by other Owners or Residents are **not** permitted within any part of the Common Property at any time.
- 5.1.8 Owners, Residents and Visitors are prohibited from performing sexual acts, or engaging in indecent exposure and/or any other lewd and/or obscene behaviour in any part of the Common Property, including within any vehicle that may be located on the Common Property.
- 5.1.9 Owners, Residents and Visitors are prohibited from using, supplying and/or offering for sale within the Scheme any drug whose use, supply and/or sale is prohibited by the Laws.
- 5.1.10 It is **not** permitted for any Owner, Resident or Visitor to sell, distribute or consume alcohol in any part of the Common Property, including whilst occupying any vehicle located within the Common Property.
- 5.1.11 Owners, Residents and Visitors are prohibited from using racially abusive language within the earshot of others, or from using racially abusive gestures, displaying racially offensive flags or emblems, or distributing racially offensive literature

within any part of the Scheme, and from generally causing harassment to others on the basis of their race or gender.

5.1.12 The slaughtering of animals within the Scheme is strictly prohibited, irrespective of the reason or purpose therefor.

5.1.13 General littering within the Common Property (including but not limited to the discarding of cigarette butts and chewing gum) is prohibited.

5.1.14 Owners and Residents shall at all times supervise their children and the children of their Visitors with sufficient diligence to ensure that no provisions of these rules is infringed by the said children, and in particular that no harm or nuisance is caused to any Owner or Resident, and that no damage is caused to any Section, any part of the Common Property or to any other property within the Scheme. For the purpose of this clause “**children**” shall mean any persons under the age of 16 years.

5.1.15 Owners, Residents and Visitors are prohibited from using and/or storing fireworks and/or other explosives of any kind within the boundaries of the Scheme (including within the boundaries of any Unit).

5.1.16 All persons using the Common Property do so at their own risk and the Body Corporate accepts no responsibility and shall not be held liable for any damage or injury suffered by any person whatsoever as a result of such use.

6. SECURITY

6.1 Owners, Residents and Visitors shall at all times adhere to all security procedures that may be promulgated and published from time to time by the Trustees.

6.2 The right of admission of Visitors is at all times reserved by the Trustees. Other than Owner/Resident Domestic who have been issued with an access remote **and** notified to the Trustees in accordance with clause 9.6.5.2, all Visitors shall sign in at the main entrance to the Scheme.

6.3 No tailgating is permitted whilst entering or leaving the Scheme.

6.4 In respect of access remotes for the Scheme:

6.4.1 new Owners and Residents shall be required to obtain a functioning access remote within 5 (five) days of moving into the Scheme; and

6.4.2 any Owner or Resident who has either lost his access remote or whose access remote has ceased to function effectively, shall be required to obtain a functioning replacement within 5 (five) days of the aforesaid loss or failure.

6.4.3 new Owners and Residents are to contact Roxanne Ward via email (RoxanneW@trafalgar.co.za) to arrange for a remote.

7. NOISE

7.1 Without prejudice to the generality of clause 4, alternatively in addition to the requirements thereof:

7.1.1 Owners, Residents and Visitors are prohibited at all times from making noise which, in the sole and absolute determination of the Trustees, is considered to be unreasonable.

7.1.2 Without prejudice to the Trustees' sole and absolute right of determination under clause 7.1.1, noise being emitted from any part the Common Property or any unit shall automatically be deemed to constitute an unreasonable noise for the purposes of clause 7.1.1, if it can be heard within any room of another Unit, or of any dwelling beyond the boundaries of the Scheme between the hours of 10pm and 8am from Monday to Sunday inclusive.

7.1.3 Construction noise associated with the repair or renovation of Units shall **not** be deemed to constitute an unreasonable noise for the purposes of clause 7.1, provided that:

7.1.3.1 the relevant Owner shall give all neighbours who are reasonably likely to be inconvenienced and the Trustees at least 24 (twenty-four) hours prior notice of the commencement of the noise in question; and

7.1.3.2 such noise shall **not** be permitted on Saturdays, Sundays or public holidays, and shall only be permitted between the hours of 8am and 5pm Monday to Friday.

8. GARDENS

8.1 To the extent that gardens are located in Exclusive Use Areas, the relevant Owners and/or Residents shall maintain such gardens in a neat and tidy condition at all times.

8.2 The upkeep and maintenance of gardens located in areas of the Common Property which are not Exclusive Use Areas is the responsibility of the Body Corporate, which responsibility shall be discharged by a professional gardening service, alternatively a

gardener who shall be an employee of the Body Corporate, chosen by the Trustees for and on behalf of the Body Corporate.

9. STAFF

9.1 For the purposes of clause 9, the term “**contractor of the Body Corporate**” shall be deemed to include the directors, officers and employees of such contractor.

9.2 Save as provided in clause 9.3, the right to manage, supervise and/or instruct employees of the Body Corporate, and/or any contractor of the Body Corporate, during the hours of their employment by the Body Corporate, shall be exclusively reserved to the Trustees.

9.3 Pursuant to clause 9.2, save where

9.3.1 reasonably necessary for the purpose of avoiding risk to human life and/or damage to property and/or

9.3.2 requested to do so by a Trustee,

Owners and Residents other than Trustees shall **not** make any attempt to manage or supervise an employee or contractor of the Body Corporate, or request or instruct such employee or contractor to undertake any activities whatsoever (in connection with the Scheme or otherwise) during the hours when such employee or contractor of the Body Corporate is officially employed by the Body Corporate.

9.4 Owners and Residents who wish to hire an employee or contractor of the Body Corporate for the execution of their own private work may do so outside of the hours when the said employee or contractor is officially employed by the Body Corporate at rates of remuneration to be agreed between the Owner or Resident and employee or contractor in question.

- 9.5 The Body Corporate shall to no extent be liable for any act or omission of any employee or contractor of the Body Corporate in relation to any such work as may be performed by the latter pursuant to clause 9.4.
- 9.6 In relation to carers or domestic workers employed by individual Owners and/or Residents (hereinafter referred to as “**Owner/Resident Domestic**”):
- 9.6.1 Save to the extent that they may be permanently resident in a Unit and thereby fall within the definition of Resident set out in clause 1.9, for the purposes of these rules Owner/Resident Domestic fall within the definition of “Visitors” and are accordingly included within the scope of the warranty contained in clause 3.3.
- 9.6.2 Owners and Residents shall at all times be responsible for the acts and omissions of their respective Owner/Resident Domestic whilst the latter are within the boundaries of the Scheme.
- 9.6.3 Whilst within the boundaries of the Scheme Owner/Resident Domestic shall be prohibited from engaging in any activities which are not directly connected with and necessary for the fulfillment of their allocated domestic duties within the specific Units to which they are attached.
- 9.6.4 Without prejudice to the generality of clause 6.2, to the extent that any Owner/Resident Domestic fails to comply with clause 9.6.3, the Trustees reserve the right to have him forthwith removed from within the Scheme at the cost of the Owner or Resident who employs him and to prohibit his subsequent entry with the boundaries of the Scheme.

10. ANIMALS AND PETS

- 10.1 With the exception of animals belonging to Owners or Residents who have previously been given permission to keep animals within the Scheme under clause 1 of the Old Rules, no animals whatsoever are permitted within the boundaries of the Scheme, whether as pets or for any other purpose.
- 10.2 Those Owners and Residents falling under the exception referred to in clause 10.1, are at all times responsible for cleaning up with immediate effect any and all fouling of the Common Property caused by their respective dogs or other animals. To the extent that they fail or refuse to do so within 24 hours of the fouling having occurred, the Managing Agent, the Trustees or the nominees of either of them shall be entitled to employ a third party to clean up the fouling, the cost of which shall be for the account of the Owner or Resident responsible.

11. LETTING AND SALE OF UNITS

- 11.1 In relation to Residents who are not Owners:
- 11.1.1 the Owner in whose Unit the Resident resides is under a strict obligation to ensure that such Resident at all times complies with the provisions of these rules; and
- 11.1.2 for the purposes of clause 11.1.1, the Owner in whose Unit the Resident resides shall
- 11.1.2.1 ensure that the Resident in question is provided with a copy of the most up to date authorised version of these rules; and
- 11.1.2.2 takes full responsibility for any failure of such Resident to act in accordance with these rules as

if such failure were the failure of the Owner himself; and

11.1.3 to the extent that the Resident in question is a tenant of an Owner, the Owner of whose Unit the Resident is a tenant shall, as a condition precedent of the tenant being entitled to take up occupancy of the Unit in question, ensure that

11.1.3.1 a copy of these rules with each page initialled by the tenant comprises an annexure to the relevant lease agreement as signed by both Owner and tenant; and

11.1.3.2 the body of the said signed lease agreement, each page of which shall be initialled by the tenant, contains wording to the effect that

(a) the tenant agrees to be bound by these rules and any subsequent amendments thereto; and

(b) the tenant is not permitted to sub-let the Unit in question without the express written permission of the Owner **and** the Trustees.

11.1.3.3 a true, unpriced copy of the said signed lease agreement, including all annexures thereto, is furnished to the Managing Agent within not more than 10 (ten) days of the tenant taking up occupancy of the relevant Unit; and

11.1.4 The Trustees shall be entitled to take all legally valid steps to have removed from the Scheme

11.1.4.1 any Resident who is a tenant and in respect of whom all or any of the requirements of clauses 11.1.3 have not been complied with; and

11.1.4.2 any Resident at all (other than an Owner) who persistently fails to comply with the requirements of these rules.

11.2 No Resident who is also a tenant shall be permitted to sub-let the Unit to which his tenancy pertains without the express written permission of the relevant Owner **and** the Trustees.

11.3 Any Owner who sells his Section shall ensure that the prospective purchaser is provided with a copy of these rules prior to signing the contract of sale.

12. REFUSE REMOVAL

12.1 No rubbish or refuse shall be left or stored in any Section or in any part of the Common Property other than in accordance with the provisions hereinafter set out in this clause 12.

12.2 In respect of each Section, the respective Owner and/or Resident shall:

12.2.1 maintain in a clean, hygienic and dry condition a receptacle for refuse (hereinafter referred to as the "Private Receptacle") within his Unit; and

12.2.2 ensure that before refuse is placed in the Private Receptacle it is securely wrapped or, in the case of tins or other containers, completely drained; and

12.2.3 Subject to the election of the Trustees from time to time, either

12.2.3.1 place the content of his Private Receptacle into one or more of the designated public receptacles located in the designated bin area; or

12.2.3.2 leave his Private Receptacle in the designated bin area,

at such times as shall be designated and notified from time to time by the Trustees for the purpose of enabling the refuse to be collected by the municipal authorities.

12.2.4 after having complied with whichever is applicable of the provisions of clauses 12.2.3.1 and 12.2.3.2, promptly return his Private Receptacle to its acceptable location in accordance with clause 12.2.1.

12.2.5 Refuse resulting from renovations or moving operations, or garden refuse shall only be placed on the Common Property in circumstances of absolute necessity and

12.2.5.1 for a maximum period not in excess of 3 hours before being removed completely from the Scheme; and

12.2.5.2 in such a manner as not to cause obstruction to pedestrian and vehicular access to and from any and all of the Sections.

13. PREVENTION AND ERADICATION OF PESTS

13.1 Owners and Residents shall keep their Sections free of ants, bees, wasps, cockroaches, termites, rodents and all other creatures and insects that have the potential to carry disease or otherwise cause harm to people and/or the environment or nuisance to people (hereinafter referred to as “**Pests**”).

13.2 In the event that the Trustees and/or the Managing Agent have reasonable grounds to suspect that an Owner or Resident is in breach of the requirements of clause 13.1, the Owner or Resident in question shall permit the Managing Agent and its duly authorised representatives and employees to enter his Section and take such action as may be required to eradicate the relevant Pests.

13.3 All such costs as shall be incurred by the Body Corporate in the eradication of Pests pursuant to clause 13.2 shall be paid for by the Owner of the relevant Section within 20 (twenty) days of being invoiced therefor.

14. ADDITIONS, ALTERATIONS, FURNITURE REMOVALS AND MAINTENANCE

14.1 Owners and Residents are strictly prohibited from making or procuring others to make:

14.1.1 any structural additions or alterations whatsoever to any Unit; and

14.1.2 any additions or alterations whatsoever to the exterior of any Unit, save as may otherwise be expressly stated in clause 20.

14.2 The removalists or contractors of any Owner or Resident shall be subject to the same requirements, *mutatis mutandis*, as those applicable to Owner/Resident Domestic under clauses 9.6.1 through 9.6.4.

14.3 In the event that an Owner or Resident who is undertaking any non-structural renovations or alterations in relation to the interior of his Section wishes to store such materials or equipment as shall be relevant thereto in any part of the Common Property, he shall not do so

without the express written permission of the Trustees, in which case he shall only do so in such areas of the Common Property as the Trustees shall have expressly indicated to him in writing.

14.4 No paint, solvents, chemicals, cement, plaster, grout or any other toxic or contaminating, or potentially toxic or contaminating materials shall be washed or otherwise disposed of into the storm water or sewage drains. Instead, all such waste shall be put into suitable sealed containers and removed from the Scheme forthwith.

14.5 To the extent that any loss, damage or inconvenience is caused to any other Owner or Resident or to the Body Corporate by reason of any renovations or alterations that shall be carried in respect of a given Section, the Trustees, the Managing Agent or the authorised representative of either shall give the Owner or Resident responsible for the works in question 14 (fourteen) days written notice to remedy at his sole cost the loss, damage or inconvenience in question.

14.6 Should the relevant Owner or Resident fail to comply with a notice issued pursuant to clause 14.5, the Trustees, the Managing Agent or the authorised representative of either of them shall be entitled to instruct a contractor of the Body Corporate to remedy the said loss, damage and/or inconvenience at the sole cost and risk of the Owner or Resident responsible therefor, and to recover any costs so incurred from such Owner or Resident.

15. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

15.1 A maximum speed limit of 10 kilometres per hour shall be maintained within the Scheme at all times.

15.2 Vehicles may not be driven within the Scheme in a manner that, in the reasonable determination of the Trustees, is reckless or unsafe, or that creates nuisance or excessive noise.

- 15.3 Car horns shall not be sounded within the Common Property except for the purpose of giving a warning necessary to avert injury to persons or damage to property.
- 15.4 Vehicles shall be parked only in such areas of the Common Property as are designated for that purpose, and in such a way that the general flow of traffic and access to and egress from parking bays is not obstructed.
- 15.5 No Owner or Resident shall be entitled to keep a vehicle of any description in any part of the Scheme, including but not limited to a designated parking bay, unless such vehicle is a self-propelled and road-worthy vehicle that is capable of being driven on the public highways without infringing the Laws.
- 15.5 The Trustees reserve the right to have any vehicle (including but not limited to any caravan, trailer, motorcycle, bicycle or boat) that is parked, standing or abandoned in the Scheme in contravention of the rules set out in this clause 15 removed from within the boundaries of the Scheme at the risk and expense of the Owner or Resident under whose auspices the said vehicle has been brought within the boundaries of the Scheme.
- 15.6 Without prejudice to the generality of clause 15.5, should a vehicle be parked in a manner that causes obstruction, and should the Managing Agent be unable to locate the driver of the obstructing vehicle in order for the vehicle to be moved within 15 (fifteen) minutes of the obstruction being reported, alternatively should the driver of the obstructing vehicle, upon being located, be unwilling to move the obstructing vehicle, the vehicle may either
- 15.6.1 be towed away and impounded by such persons as shall be appointed for that purpose by the Managing Agent, in which case the costs of such procedure shall be for the account of

the Owner or Resident under whose auspices the obstructing vehicle was admitted into the Scheme; or

- 15.6.2 be wheel-clamped by such persons as shall be appointed for that purpose by the Managing Agent, in which case the Owner or Resident under whose auspices the obstructing vehicle was admitted into the Scheme shall pay ZAR 500.00 for the clamp to be released in addition to being responsible for payment of the call-out costs of the clamping agent.
- 15.7 Vehicles belonging to an Owner or Resident shall be parked only in his own allocated parking bay.
- 15.8 The dismantling of and/or performance of major repairs on motor vehicles is prohibited in any part of the Scheme. In no circumstances is it permitted for vehicles to be stowed on jacks, or to have flat tyres for longer than 24 hours.
- 15.9 It is prohibited for motor vehicles to drip oil or any other fluids onto any part of the Common Property.
- 15.10 In the event of a breach of clause 15.10, the Owner or Resident under whose auspices the offending vehicle entered the Scheme shall have full responsibility for cleaning up the spillage and making good any affected surfaces using only cleaning agents that have been proven not to cause harm to humans, fauna, flora and the general environment. In the event that the relevant Owner or Resident fails to clean up as aforesaid within 7 (seven) days of having received written notice to that effect from the Trustees, the Managing Agent, or the nominee of either of them, any of the latter shall be permitted to arrange for a contractor of the Body Corporate to clean up the spillage and make good any affected surfaces in a manner approved by the Trustees and at the cost of the Owner or Resident in question.

- 15.11 In the event that an Owner or Resident causes damage to any carport, including but not limited damage caused to the poles supporting any carport, the Owner or Resident in question shall be fully responsible for the costs of remedying such damage. Similarly, in the event that any Visitor causes damage to any carport, including but not limited to damage caused to the poles supporting any carport, the Owner or Resident under whose auspices such Visitor has entered the Scheme shall be fully responsible for the costs of remedying such damage.
- 15.12 Only the vehicles of Visitors may be parked within the visitors' parking bays. Except with the written permission of the Trustees, Visitors shall not be permitted to park their vehicles in the visitors' parking area for any period in excess of 24 (twenty-four) hours.
- 15.13 In the event that the anti-theft alarm of any vehicle within the Scheme is triggered, the Owner or Resident under whose auspices the vehicle has been brought into the Scheme shall take immediate steps for the alarm to be switched off. Should the Owner or Resident in question be unwilling or unable to take such steps, the the Trustees, the Managing Agent, or the nominee of either of them shall be entitled (at the expense and risk of the Owner or Resident in question) to have the alarm switched off in whatever reasonable manner it shall (in its sole and absolute discretion) deem fit.
- 15.14 Owners, Residents and Visitors shall be prohibited from bringing into the Scheme any vehicle whose gross vehicle weight rating is in excess of 4,500 kg and/or whose length is in excess of 10 metres.
- 15.15 Parking of vehicles upon any part of the Common Property is subject to the express condition that every vehicle is parked at the sole risk and responsibility of the owner of such vehicle, and that neither the Body Corporate nor the Managing Agent nor any of their directors, officers, employees, contractors or agents shall be liable for any loss or damage

of whatever nature which said owner, or any person claiming to be such, may suffer.

16. OCCUPANCY LIMITATION

16.1 The permanent occupancy of any Section shall be limited to only 2 (two) persons per bedroom. In other words the maximum permanent occupancy of a 2 bedroom Section shall be 4 persons and the maximum permanent occupancy of a 3 bedroom Section shall be 6 persons. For the purposes of this clause, “**permanent occupancy**” shall mean a situation in which a person is sleeping in the Section for a period in excess of 7 (seven) nights and “**person**” shall mean any person from age zero upwards.

17. INSURANCE CLAIMS

17.1 Each Owner shall be responsible for any excess payment in respect of his Section payable in terms of a contract of insurance entered into by the Body Corporate.

17.2 It shall be the responsibility of each Owner to take all reasonable precautions to prevent or limit loss, damage or destruction to his Section and the Common Property.

17.3 The Body Corporate’s insurance policy shall **not** provide cover for the personal belongings of Owners and Residents.

18. DETERMINATION AND COLLECTION OF LEVIES

18.1 In terms of the Management Rules, the Trustees are empowered to determine the amount of any levy or levies payable by the Owners for the purposes of covering the day to day costs of operating the Scheme.

- 18.2 Each Owner shall at all times remain liable for all levies due in respect of his Section, irrespective of the fact that his Section has been let to another or of any arrangement that he shall have made with a prospective purchaser of the said Section.
- 18.3 In accordance with Article 36(1) of the Management Rules, subject to such levies having been invoiced by the Body Corporate to the Owners on or before the first day of each month, all levies payable in accordance with clause 18.1 shall be paid by each respective Owner so that the relevant funds are available as cleared funds within the bank account nominated by the Body Corporate no later than the seventh day of each month.
- 18.4 In the event of an Owner at any time falling into payment arrears in respect of any levy payable in accordance with clause 18.1, the Trustees and the Managing Agent reserve the right to instruct an attorney of their choice to send the Owner in default a letter demanding that payment of the relevant arrears be made within a stipulated reasonable period of time. The Owner in default will be liable to pay all associated costs.
- 18.5 With regard to clause 18.4, in the event that the relevant Owner does not pay the arrears in response to the attorney's letter referred to therein, the appointed attorneys will take all necessary legal action to recover the outstanding levies, including without limitation:
- 18.5.1 Summons;
- 18.5.2 Attachment;
- 18.5.3 Sale in execution of the relevant Section.
- 18.6 Each Owner shall also be liable for the payment of any and all individually metered services, including but not limited to electricity, that

are supplied to his Section, irrespective of the fact that his Section has been let to another or of any arrangement that he shall have made with any prospective purchaser of the said Section. All service meters, other than portable pre-paid meter boxes, shall remain the sole property of the Body Corporate, and under no circumstances shall any Owner, Resident or Visitor be permitted to tamper with any service meter for any reason whatsoever. Any portable pre-paid meter box shall be deemed to constitute a fixture of the Section to which it pertains and shall, consequently, without exception, and irrespective of the fact that it may originally have been purchased by the Owner who is selling the Section, remain with the Section in the event of the Section being sold.

- 18.7 Subject to such sums having been invoiced by the Body Corporate to the relevant Owner or Resident on or before the first day of each month, the relevant Owner shall ensure that all amounts payable in accordance with clause 18.5 are available as cleared funds within the bank account nominated by the Body Corporate no later than the seventh day after receipt of invoice.
- 18.8 In the event of any Owner or Resident having fallen into arrears in respect of payments due pursuant to clauses 18.5 and 18.6, the provisions of clause 18.4 shall apply *mutatis mutandis* in respect of such arrears.
- 18.9 Without prejudice to the generality of clause 18.1, and strictly in terms of the Management Rules, the Trustees shall be empowered from time to time to raise ad hoc special levies where such levies are reasonably justified for the purpose of engaging in the maintenance, replacement or improvement of any aspect or aspects of the Scheme.
- 18.10 The Trustees shall be entitled to levy additional charges on Owners and/or Residents for breaches of these rules. Such additional charges will form part of the ordinary levy, and be due and payable in accordance with clause 18.4, subject to the procedure set out in clause

22 being adhered to in the event of any such additional charges being levied. In any given instance, the amount of the additional charge due shall be determined by the Trustees acting in accordance with their reasonable discretion.

18.11 In the event that an Owner sells his Section, the said Owner shall remain liable for all amounts that fall due in respect of such Section prior to the date of transfer. No clearance certificate will be issued to the relevant registry or any financial institution unless and until all amounts owed to the Body Corporate by the said Owner are paid in full.

18.12 If the Trustees determine that legal action is required to recover outstanding amounts, the costs of such legal action shall be recovered from the relevant Owner in accordance with Article 31 of the Management Rules, which costs shall include all and any collection fees and all legal costs incurred by the Body Corporate in pursuit of the said action on an attorney and own client basis.

19. APPURTENANCES

19.1 Without prejudice to the generality of clause 20.1, no items (including but not limited to television aerials, satellite dishes, air-conditioning units, solar panels, wiring, piping, awnings, canopies, banners, flags, posters, fastenings of any description, locking devices, safety gates, burglar bars or other security devices, protective screens, gantries, corridors, gardens or doorways), hereinafter referred to as “**Appurtenances**”, shall be attached to or otherwise installed or erected on any Section or any part of the Common Property without the relevant Owner or Resident having first obtained the written consent of the Trustees. Assuming that such consent is granted, the Trustees shall be entitled to attach reasonable conditions thereto.

19.2 The installation or erection of such attachments as are described in clause 19.1 shall be performed exclusively at the cost and risk of the

Owner or Resident in question, and the cost of repairing any damage that may be done to the Scheme during the course of such installation/erection shall be for the sole account of the relevant Owner.

19.3 In the event that any attachment is installed or erected in breach of this clause 19, and the relevant Owner or Resident refuses that have the said attachment removed upon being requested to do so in writing by the Managing Agent, then the Trustees, the Managing Agent or the nominee of either of them shall be entitled to arrange for the offending attachment be removed at the cost and risk of the relevant Owner/Resident.

19.4 Pursuant to clause 19.3, in the event that the Body Corporate is left with no option but to apply to a court of competent jurisdiction for an order that an item described under clause 19.2 be removed, and such order is duly granted, the relevant Owner/Resident shall be liable for all the costs associated with the application for and granting of such an order, including but not limited to all legal costs arising therefrom on an attorney and own client scale.

19.5 Any brackets erected in order to enable or facilitate the installation or erection of Appurtenances in accordance with this clause 19 shall be deemed to become a permanent fixture of the relevant Unit, with the result that the relevant Owner or Resident will not be entitled to remove them upon vacating the Unit.

20. APPEARANCE OF THE SCHEME FROM THE OUTSIDE

20.1 Other than as prescribed in writing by the Trustees under clause 19.1, Owners and Residents shall not be permitted to alter the external appearance of any Section (including but not limited to the colour or texture of the external paintwork or finish of any Section or any part thereof) or any part of the Common Property.

- 20.2 In the event that any Owner or Resident acts in breach of clause 20.1, and the relevant Owner or Resident refuses to restore the affected part of the Scheme to its former state upon being requested to do so in writing by the Managing Agent, then the Trustees, the Managing Agent or the nominee of either of them shall be entitled to arrange for such restoration at the cost and risk of the relevant Owner/Resident.
- 20.3 In the event that the Body Corporate is left with no option but to apply for an order for such restoration as is described in clause 20.2 from a court of competent jurisdiction, and such order is duly granted, the relevant Owner/Resident shall be liable for all the costs associated with the application for and granting of such an order, including but not limited to all legal costs arising therefrom on an attorney and own client scale.
- 20.4 For the purposes of drying laundry, Owners and Residents shall be permitted to hang washed laundry on portable clothes horses on the balconies of their respective Sections and clothes horses shall also be permitted to be placed on the grass within garden unit's boundary walls. The procurement of such clothes horses shall be for the sole account of the respective Owner or Resident, and the Body Corporate shall have no responsibility therefor. The aforesaid method shall be the only permissible method of drying laundry in the external areas of the Scheme. Without prejudice to the generality of the foregoing, under no circumstances shall it be permissible for Owners or Residents to hang or otherwise place laundry in any part of the Common Property, or to hang laundry over the wall or railings of any balcony, or to place laundry on the grass or pavement of any garden area belonging to any Section.

21. SWIMMING POOL AREA

- 21.1 For the avoidance of doubt, the swimming pool and surrounding area form part of the Common Property and any and all provisions of these

rules that are applicable to the Common Property shall be applicable to the swimming pool and surrounding area.

- 21.2 The gates into the swimming pool and surrounding area shall be kept latched at all times.
- 21.3 The swimming pool and surrounding area is a private facility set aside specifically for the use of Owners and Residents. Accordingly, no Visitor shall be permitted to use the said facilities unless accompanied at all times by an Owner or Resident.
- 21.4 To the extent that the swimming pool or any equipment related thereto is not in serviceable order Owners, Residents and Visitors are required to notify the Managing Agent thereof. Under no circumstances shall any Owner, Resident or unauthorised Visitor be permitted to tamper with the pool-related equipment.

22. PROCESS FOR LEVYING FINES ON OWNERS

- 22.1 The process set out in this clause 22 is the process to be applied by the Trustees when levying a fine in accordance with clause 18.10.
- 22.2 An entry detailing the breach must be made in the official breach register, which will be held securely in the offices of the Managing Agent.
- 22.3 Thereafter, and in the following sequence:
- (a) the Trustees and the Managing Agent shall investigate the breach and reach a determination as to the nature and seriousness of the breach;
 - (b) in the event that the breach is a first breach, the Managing Agent shall issue a written notice of warning to the relevant Owner or Resident;

- (c) in the event of a subsequent breach or breaches by the same Owner or Resident (or any Visitor for whom the said Owner or Resident is responsible), the Trustees shall in each instance be entitled to impose a fine in accordance with clause 18.10 on the relevant Owner, it being the responsibility of the said Owner to recover the amount of the fine from an offending Resident;
- (d) in the event that a Resident is guilty of multiple breaches, the Trustees shall be entitled to request the relevant Owner to terminate the relevant lease agreement.

23. DISPUTE RESOLUTION

Save with regard to debt recovery, in relation to which the Gauteng Magistrates Court shall have exclusive jurisdiction, any question or difference which may arise concerning the construction, meaning or effect of these rules or concerning the rights and liabilities of any Owner, Resident, the Body Corporate, Trustees or Managing Agent under these rules, or any other matter arising out of or in connection with these rules, shall (on application in writing by any of the aforesaid) be referred to a single arbitrator in Johannesburg appointed by the president for the time being of the Association of Arbitrators (Southern Africa). The arbitration shall be conducted in accordance with the latest edition of the Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) extant at the time when the relevant written application for arbitration is first communicated by the requesting party to the other party. The decision of the arbitrator shall be final and binding upon the parties.

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