



**BODY CORPORATE
CONDUCT RULES**

INTERPRETATION OF TERMS

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

- a) "Act" means the Sectional Titles Act 95 of 1986, as amended by the Sectional Title Scheme's Management Act, 2011
- b) "Management Act" means the Sectional Titles Schemes Management Act No. 8 of 2011, as amended from time to time, and any regulations made and in force thereunder
- c) "trustees" mean the Trustees (or Scheme Executives) appointed in terms of the Act
- d) "the Body Corporate" means the Body Corporate as determined in sections 3 to 9 of the Management Act
- e) "section" means a section shown as such on the sectional plan
- f) "unit" means a section together with its undivided share in the common property apportioned to that section in accordance with the quotas of the section
- g) "common property" means the common property as shown on the Sectional Title Plan
- h) "owners" mean the registered owners of the units, who are responsible for their families, tenants, residents, etc, that may be in the complex
- i) "managing agent" means the Managing Agent as appointed by the Trustees from time to time to administer the affairs of the Body Corporate
- j) "complex" means the buildings known as **THE WILLIAM BODY CORPORATE** as well as the common property
- k) "occupier" or "resident" means the person occupying any section
- l) words importing -
 - a. the singular number only shall include the plural, and the converse shall also apply
 - b. the masculine gender shall include the feminine and neuter genders and the neutral gender shall include the masculine and feminine genders
- m) words and expressions, to which a meaning has been assigned in the Act, shall bear the meaning assigned to them
- n) the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules
- o) "parked" refers to any mode of transport which is stationary in one position either in a demarcated parking space or on common property for any length of time

1. INTRODUCTION

- 1.1 These Rules are binding on all owners, occupiers and their visitors. Occupiers are responsible for the conduct of their visitors. Any breach of these Rules by a visitor or occupier who is not an owner, will be attributed to the relevant owner who will be held responsible for such breach.

- 1.2 These Rules will be enforced by the Trustees. Any infringement of these Rules may result in the offender being penalised with a fine or such other sanction as may be deemed appropriate by the Trustees and as more fully provided for in the Rules.
- 1.3 If as a result of a breach of any of these Conduct Rules by any owner or occupier of a section, the Trustees instruct an attorney, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an attorney client scale incurred by the Trustees as a result thereof.
- 1.4 The Trustees have been elected by the owners to fulfil a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees' person or property will result in legal action.

2. FINANCES / LEVIES

- 2.1 All levies owing to the Body Corporate are payable monthly in advance by not later than the first day of each and every month.
- 2.2 Levies that are not paid promptly on due date for payment will bear interest at 2 (two) percent a month and a maximum of 24 (twenty four) percent per year above the prime rate of interest. The interest rate shall not be more than the percentage prescribed in the National Credit Act No.34 of 2005.
- 2.3 Owners shall not be entitled to withhold payment of levies payable to the Body Corporate for any reason (including and without limiting the generality of the foregoing by reason of any alleged failure by the Body Corporate to provide any services) and shall not be entitled to apply set-off.
- 2.4 Levy invoices shall include and not be limited to penalty fines, conduct transgression fines, damages to infrastructure and other payments due to the Body Corporate.
- 2.5 Owners who appeal against imposed fines shall do so in writing to the Trustees.
- 2.6 For the duration of the developer's right to extend the property in terms of Section 25(1) of the Sectional Titles Act 95 of 1986, the levy amount may not be increased without the prior written consent of the developer.

3. ANIMALS. REPTILES & BIRDS

3.1 Written Permission

An owner or occupier of a section shall not, without consent of the Trustees in writing, (Prior to signing any lease or sale agreement) which may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property. The housing of any animal, reptile or bird must be within the municipal by-laws boundaries.

3.2 Conditions

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

- 3.2.1 Owners and occupiers are required to keep their pets within the confines of their enclosed areas, and when taken into common areas must be on a leash and under strict supervision.
- 3.2.2 Owners and occupiers will be required to ensure that any mess made by their pets in the common areas is cleaned up by themselves, and immediately.
- 3.2.3 Pet owners are expected to ensure their pet dogs and cats are tagged displaying the owner's contact information and unit number. This will be at the owner's cost.
- 3.2.4 The Trustees will restrict the number of pets per unit to **2 (two)** and implore owners to consider the size of their pet in relation to their unit's size and position. No dogs, cats or any other permitted pets or animals are permitted which are measured to be taller than 50cm in height from the ground up to the top of the front shoulder blade.
- 3.2.5 No animals considered to be dangerous by the Trustees will be permitted.
- 3.2.6 No dogs are allowed to be kept in a unit other than a ground floor unit.
- 3.2.7 The Trustees and/or complex management are empowered to apprehend and handover to the municipal pound or SPCA any pets found roaming the estate with or without these means of identification.
- 3.2.8 The keeping of livestock, chickens or any other animals of this nature is prohibited.
- 3.2.9 No pets, except for guide dogs used to aid people with disabilities, may be brought onto the estate by any visitors, employees or contractors.
- 3.2.10 Any pet left abandoned, unattended or unsupervised for any period of time, not provided with adequate food and water at all times, or any pet that is abused in any manner or form, will be removed from the estate by the SPCA or any other appropriate authority on the instruction of the Trustees.
- 3.2.11 The Trustees may prescribe any other conditions, as they deem necessary from time to time for the keeping of any animals.
- 3.2.12 Animals shall not be permitted in or around any part of the swimming pool area and the Clubhouse.
- 3.2.13 All dogs and cats must be neutered / spayed and vaccinated with all the relevant documentation.

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

3.3 Withdrawal of Permission / Imposing of Fines / Removal of Pets

The Trustees may withdraw such approval in the event of the contravention of any condition outlined by the Trustees, as prescribed in terms of clause 3.2 above. The Trustees reserve their rights in terms of imposing fines (in terms of clause 24) and/or ordering the removal of Pets in the event of non-compliance of the above conditions. Time indicated for the removal of the pets will be at the discretion of the Trustees

3.4 Liability

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

3.5 Trustees Decision Final

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

4. REFUSE DISPOSAL

An owner or occupier of a section shall:

- 4.1 Maintain in a hygienic and dry condition, receptacles for refuse within his section, their exclusive use area or on such part of the common property as may be authorized by the Trustees in writing. Refuse may not be placed on the floor of the refuse area and may only be placed in the refuse receptacles as provided for. No garbage may be left outside any section.
- 4.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 4.3 For the purpose of having the refuse collected; place such receptacle within the area (should the service provider be unavailable to do so) and at the times designated by the Trustees.
- 4.4 Not place any large cardboard, polystyrene or builder's rubble into the receptacle, but shall dispose of this in his / her personal capacity.
- 4.5 Shall not dispose of any household items, such as old furniture or appliances as the municipal refuse collection will not remove any of these items.
- 4.6 All residents must sort their domestic waste and deposit their tins/bottles/paper/plastic containers in the separate bins provided in the refuse areas to comply with the estates recycling requirements, if such requirements have been established.

5. VEHICLES

5.1 Parking

No owner or occupier shall park or stand any vehicle on the common property, or allow any vehicle to be parked on the common property or demarcated parking bays, without the written consent of the Trustees, except in respect of those areas of the common property specifically demarcated for that purpose. No parking will be tolerated on the common property grass areas. All carports numbered with a section number are specifically provided for the exclusive use of the residents of that particular section. No broken down or other vehicles may be stored within the estate.

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

5.2 Tow-away

The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked and/or standing or abandoned on the common property.

5.3 Leaks

All owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their guests, do not drip oil or brake fluid onto the common property or in any other way deface

the common property. If an owner or occupier of a section contravenes this rule they will compensate the Body Corporate for the fair reasonable and necessary cost of restoring / repairing / cleaning of such common property.

5.4 Repairs

No owner or occupier of a section shall be permitted to dismantle or affect any major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.

5.5 License

No owner or occupier of a section shall be permitted to drive any vehicle on the common property or in any Exclusive Use Area without a valid driver's license.

5.6 Speed

No owner or occupier shall be permitted to drive a vehicle at more than 20 (twenty) kilometers per hour on any part of the common property or in any exclusive use area.

5.7 Dangerous Driving

No owner or occupier shall drive or allow to be driven any vehicle on the common property or in any exclusive use area in any manner that may be dangerous to either himself or to anyone else or to any property. Dangerous driving includes but is not limited to driving at an excessive speed, reckless driving, not adhering to rules of the estate etc

5.8 Obstruction

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

The Trustees may in the event of contravention of this rule, cause to be removed or towed away any such vehicle at the expense of the owner of the vehicle or the owner or occupier of the section which the driver of the vehicle was visiting at the time.

5.9 Other modes of transport

Caravans and boats are not allowed to enter the complex. Trailers may only be parked overnight within the owners allocated parking area and should not protrude or obstruct any other owner's parking area.

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

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

The use of tricycles/bicycles is at the resident's own risk and as long as it does not constitute a nuisance to other residents. Any damage caused to common property because of reckless or careless use will be for the residents account and the use thereof in the common property can be withdrawn.

No quad bikes, off road scramblers or similar may be parked or driven within the estate.

No vehicle with a tonnage over 3.5 (three and a half) tons will be allowed to enter the complex.

The Trustees reserve their rights in terms of the imposing of fines (in terms of clause 24) and/or removal of any of the above mentioned unauthorized modes of transport.

5.10 Parking Bays

The allocation of the parking bays will always remain at the discretion of the Trustees. Visitors parking bays are not permitted to be monopolized by any *residents*. *A vehicle may not be parked in a visitors parking bay for a period longer than 48Hrs.*

5.11 Motor Vehicle Accidents

The Trustees are not responsible for any motor vehicle accidents or incident as defined in the Road Traffic Act that occurs within the complex. (should the accident affect or have caused any damage to common property, the Body Corporate will effect the necessary repairs and the unit owner will be billed for repairs via their levy statement.)

5.12 Noise

All cars entering the estate must reduce their radio volume control so as not to disturb the residents.

The use of vehicles, including motorcycles, which create excessive noise, is strictly prohibited.

6. SECURITY

6.1 Access control for owners and occupiers:

All owners and occupiers living in the complex are required to be registered with security for access control into and out of the complex. Owners and occupiers may not request the security guards on duty to open for them without following correct access control procedures.

6.2 Access control for employees employed by owners and occupiers:

6.2.1 All owners and occupiers are required to register their employed staff with security and confirm the days and times of access permitted.

6.2.2 Employed staff must be in possession of a valid South African Identity book or a Valid International Passport with the respective valid work permits.

6.2.3 Owners and occupiers may not use their finger prints to open for their employees. Owners and occupiers must at all times ensure that the complex's correct access control procedures are strictly followed as protocol.

6.2.4 Owners and occupiers who bring employees into the complex on or in a vehicle must ensure that they disembark from the vehicle and enter/exit the complex via the provided turnstiles, using the visitor management system.

6.3 Access control for family members, guests and service providers:

6.3.1 Family members, guests and service providers may not be registered onto the Body Corporate's access control system. Access may be provided through the approved

visitor management system installed for access control. Only family members who live in the complex may be registered for access.

6.3.2 Requests for special dispensation must be provided in writing to the Trustees for consideration.

6.3.3 Owners and occupiers may not use their finger prints to open for their family members, guests and/or service providers. Owners and occupiers must at all times ensure that the complex's correct access control procedures are strictly followed as protocol. Access codes to be generated via the visitors management system and issued to all visitors and service providers

6.3.4 Owners and occupiers will be notified of all transgressions in writing.

6.4 Access control for building contractors:

6.4.1 All contractors must provide the Body Corporate with the names of all construction workers and other employees to be engaged in construction activities in the complex. Only construction workers who have been registered may be engaged.

6.4.2 Owners and occupiers may not use their finger prints to open for their contractors, sub-contractors and workers. Owners and occupiers must at all times ensure that the complex's correct access control procedures are strictly followed as protocol

6.5 Access control for contracted service providers:

6.5.1 Contractors who have been appointed by the Trustees of the Body Corporate and who have a signed service level agreement in place with the Body Corporate may be granted access onto the complex's access control system in order to perform their daily duties.

6.5.2 Access hours will be at the sole discretion of the estate manager who will grant such access based on the required service delivery.

6.5.3 All contracted service providers must provide the Body Corporate with the names of all workers and other employees to be engaged in maintenance and service delivery activities within the complex. Only construction workers who have been registered may be engaged.

6.5.4 All contractors must ensure their employees are registered on the biometric system. Upon arrival the passengers are required to disembark from their vehicle and enter via the provided turnstile.

6.6 Access control for emergency services:

6.6.1 The Body Corporate will grant automatic access to the Fire Department, ambulance and emergency vehicles and to members of the S.A.P.S. Security will at all times escort these emergency services to their place of destination within the complex.

6.7 Access control for Eskom, Johannesburg Water, Pikitup, the Sheriff of the Court and the Post Office:

6.7.1 Access will be provided to employees from Eskom, Johannesburg Water, Pikitup, the Sheriff of the Court and the Post Office after security has first confirmed and notified

the estate manager and verified their identity and job card statuses. Access will be done in accordance with the approved signed off **Security SOP**.

- 6.8 Owners and occupiers must comply with all security measures from time to time as implemented by the Body Corporate.
- 6.9 Insofar reasonably possible visitors must at all times be accompanied by an owner or an occupier.

7. DAMAGE. ALTERATIONS. ADDITIONS TO THE COMMON PROPERTY

7.1 Damage

An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the common property, without first having obtained the written permission of the Trustees. Residents moving into or out of the complex will be held responsible for any damage to common property during the moving of furniture and appliances.

7.2 Security Gates

Notwithstanding rule 7.1, an owner or person authorized by him / her, may install:

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

provided that the Trustees have first approved in writing the nature, design and color of the device and the manner of its installation. (refer to the schematic diagram /attached annexure)

The Sectional Titles Act 95 of 1986 as amended by the Sectional Title's Schemes Management Act, 2011 states that the outside of the units in a complex must be uniform and that no changes are permitted to the outside to destroy the facade of the complex.

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

For the outside of the section (i.e. security doors on the front door and rear sliding patio door), the following security measures are permissible:

- a. The front security door is to match the colour of the door frame where it is to be installed and identical in specification as set out by the Trustees.
- b. Burglar bars are to match the colour of the window frame where it is to be installed, or to be clear polycarbonate type of burglar bar, and be identical in specification as set out by the Trustees.
- c. Rear sliding patio door is to match the colour of the door frame where it is to be installed, and identical to specification as set out by the Trustees.

8 APPEARANCE FROM THE OUTSIDE

8.1 Appearance

The owner or occupier of a section shall not place or do anything on any part of the common property, including patios, stoops, gardens or fences which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

8.2 Fences

No owner or occupier of a section shall erect or allow to be erected any form of additional fencing on any part of the common property or in any exclusive use area.

8.3 Lighting

No owner or occupier shall erect or cause to be erected or installed any lights or lighting apparatus on any part of the common property or exclusive use area without the written consent of the Trustees first having been obtained.

8.4 Structure Erection

No owner or occupier shall erect any structure of any nature whatsoever, including but not limited to swimming pools, umbrellas, braai facilities, saunas and Jacuzzis and huts of any description which are of a permanent or semi-permanent nature, without the written consent of the Trustees first having been obtained. The erection of such structures without prior approval will result in the Body Corporate instituting the removal of the said item if not removed by the occupier after such warning.

8.5 Antennas, Satellite Dishes, Solar Water Heating and Air Conditioners

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

8.5.1 on the roof of their sections without the prior consent and / or approval of the Body Corporate;

8.5.2 in the garden of a section without the prior consent and / or approval of the Body Corporate.

The complex has satellite dishes and aerials installed and thereby no further satellite dishes are required.

8.6 Storage

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

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

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

9 SIGNS AND NOTICES

No owner or occupier of a section shall place or allow to be placed any sign, notice, billboard, poster or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from the outside of the section or to infringe on an occupiers privacy.

10 LITTERING

No owner or occupier of a section shall deposit or allow to be deposited or thrown on the common property, any rubbish including dirt, cigarette butts, food or food scraps or any litter whatsoever.

The owner or occupier of any section shall not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any section.

11 LAUNDRY

No owner or occupier of a section shall hang any washing or laundry or any other items on any part of the common property so as to be visible from the outside of the building or from any other section. An owner or occupier of a section shall not erect his / her own washing lines.

The following will be permitted in terms of laundry/washing facilities, subject to prior approval from the Trustees:

Ground floor / Garden units: An owner or occupier of a section shall be permitted to erect a retractable washing line for outside use provided same complies with the standards as set out by the Trustee from time to time and is not visible from the exterior of the property.

First, Second and Third floor units: An owner or occupier of a section shall be permitted to make use of a non-permanent clothing horse on the patio of the unit. These are limited to the patio of each section and must be removed when not in use. No washing may be displayed overnight.

The trustees reserve their rights in terms of ordering the removal of items mentioned above

12 STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

12.1 Storage

An owner or occupier of a section shall not store any material or permit or allow to be done, any other dangerous act in the building or on the common property in quantities which may increase the rate of the premium payable by the Body Corporate on any insurance policy.

12.2 Firearms

The owner and/or occupier shall comply with the Fire Arms Ammunition Act.

No firearms, pellet guns, catapults or bows and arrows may be discharged on or over the estate. No residents, family, visitors may openly display firearms on their person or otherwise anywhere on the estate.

12.3 Electricity Supply

No owner or occupier of a section may tamper or have any work or repairs done to any electrical supply or apparatus that serves the common property. Any electrical faults on the common property must be reported to the Trustees or duly authorized agents of the Body Corporate.

12.4 Fires and Braais

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

The owners or occupiers of any section shall not make fires or use barbeques or braais in a manner or at a time which causes inconvenience to the owners or occupiers of any other section, or causes danger to the building or any part thereof or to any property of any other person or on designated leisure areas. The owner will remain liable for any damages caused. The Trustees reserve their rights in terms of imposing of fines (in terms of clause 24) and/or removal of any of the above in the event of non-compliance.

12.5 Fire extinguishers / Fire hydrants

No owner or occupier of a section shall tamper or allow to be tampered with any firefighting equipment on the common property, nor shall they park or allow to be parked any vehicle so as to obstruct access to any fire hydrant on the common property.

No fire extinguisher, firehose or similar device anywhere in a section or anywhere on the common property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, watering of gardens or any other unauthorized purposes. Any residents found to be utilizing the firefighting equipment will be subject to a fine of R1500.

12.6 Fire Crackers

No owner or occupier of a section shall be allowed to set off any size or make of fire cracker or any pyrotechnics device under any circumstance at any time.

12.7 Power Tools and Equipment

12.7.1 The owner or occupier of any section shall not cause, or permit to be used anywhere in the building (including his / her section) or on the common property (including exclusive use area) any hand or power tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception, or which create any sound or noise, smells or fumes to which any other owners or occupiers may reasonably object.

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

13 MAINTENANCE AND LANDSCAPING

13.1 The owner or occupier of a section shall at all times and at his / her own expense, maintain his / her section and exclusive use area in good, clean, hygienic, tidy and habitable order and condition, and shall be responsible at his / her own expense for:

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

13.1.2 remedying of water pipes in his section;

13.1.3 remedying of excessive water overflow of any equipment or installation of his section and Exclusive Use Area.

13.2 All owners and occupiers shall be obliged at all reasonable times to grant access to the Trustees, their staff and agents, to their sections or Exclusive Use Area and any other part of the common property, for the purpose of performing any necessary maintenance, effecting repairs or performing other such tasks and matters incidental thereto.

13.3 All owners and occupiers shall be obliged at all reasonable times to grant access to their sections, Exclusive Use Area or other part of the common property, to the Trustees, their staff

and agents, for the purpose of enforcing these rules or when it is reasonably necessary in the best interests of the Body Corporate.

13.4 The owners and occupiers of any section shall not interfere with flora, wild or cultivated, growing on common property other than the individual garden areas allocated to such owners. All owners and occupiers shall ensure that such areas are not despoiled in any way.

13.5 No plants, trees or shrubs on the common property may be trimmed without prior written approval from the Trustees. It is recorded that certain of the flora are protected by law and that any owner or occupier interfering with or damaging, or in any other way acting in respect of such flora contrary to the provisions of the law, may be liable for prosecution.

13.6 No owner or occupier shall cause to be planted in the gardens on the common property or any part of exclusive use area, any plants, shrubs, or trees without first obtaining written consent of the Trustees. It is specifically recorded that no owner or occupier shall plant any creepers or creeping plants, or plants which have a tendency to creep, in their exclusive use area unless s/he ensures that it does not encroach on his neighbour or the complex's electric fence and/or boundary wall(s), and keeps it cut back at all times.

13.7 The owner or occupier is required to notify the Trustees and Security if any repairs / maintenance will be carried out at his / her section so as to avoid any unauthorized entry to the section or complex.

14 ERADICATION OF PESTS

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

15 NOISE AND DISTURBANCE

15.1 Noise

15.1.1 No owner or occupier of a section shall make or allow to be made an excessive noise at any time, so as to disturb the other units (excessive shall be at the discretion of the Trustees).

15.1.2 The owner or occupier of any section shall not play or cause or permit to be played, any radio, television set, tape or other recording device, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other owner or occupier, or to any other person.

15.1.3 Permission from the Trustees, in writing, is required in advance for any parties or large social gatherings that are to take place at the recreation area. Weekday parties will stop at 22h00 (including a Sunday night) and weekend parties will stop at 24h00. It is the Trustees' discretion as to what constitutes excessive noise during the party and after the party. No consumption of alcohol is permitted in the common areas, other than those areas specifically allocated

15.1.4 No owner or occupier of any section shall practice or cause to be practiced in any part of the common property, including his exclusive use area and / or section, any hobby or activity, such as meetings, gatherings, weddings, funerals, etc of any nature to which other owners or occupiers might object and must comply with all relevant council by-laws.

15.1.5 Parking in the event of a social gathering - shall be dependent on demarcated parking bay availability. It would be the responsibility and cost of the resident hosting the social event to provide a security guard to watch the cars parked outside the complex, should there be no more demarcated visitor parking bays available.

15.1.6 In the event of a social gathering, please note that it is not the duty of the authorized agents or contractors' staff responsibility to clean up afterwards. It is the responsibility of the host of the social gathering.

15.1.7 At the Trustees' discretion, actions will be taken should noise levels and behavior be considered unacceptable and in contravention of the complex rules.

15.1.8 Mechanical maintenance work, including the use of power-saws, lawn mowers and similar tools, is only permitted the following hours: Monday to Friday 8h00 to 16h00 and Saturdays 09h00 to 15h00.

15.2 After Hours

No owner or occupier of a section shall make or allow to be made any noise after 22h00 (Sunday to Thursday) or 24h00 (Friday to Saturday) and before 07h00 on Mondays to Saturdays and before 09h00 on Sundays.

15.3 Hooters

No owner or occupier of a section shall sound or allow to be sounded any hooter unless in a case of emergency.

15.4 Children

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

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

Designated play areas have been identified throughout the complex and may change at the discretion of the Trustees.

16 STAFF AND EMPLOYEES

16.1 Employment

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

No owner or occupier of any section, other than a person(s) empowered by the Trustees to do so, shall instruct the staff (gardeners, security, cleaning, etc) to do any work in the Exclusive Use Area and / or common property, or to run errands or to do private work during normal working hours, except in a case of emergency.

All members of staff employed by the Body Corporate are employed to perform tasks pertaining to the running and upkeep of the complex; they may under no circumstances be used by any owner or occupier to perform private tasks whilst they are on duty.

16.2 Complaints

An owner or occupier who has a complaint about any member of staff is to report it in writing to the Trustees or the appointed estate manager and is not to reprimand any member of staff or person in any way.

16.3 Domestic Employees

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

Residents shall ensure that their employees do not loiter on the common property, do not use the facilities of the common property including the pools, toilets and clubhouses.

17 VISITORS

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

18 LETTING OF UNITS

18.1 Notification

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

18.2 Rules

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

18.3 Obligation

No letting or parting with occupation shall in any way release the owner from any of their obligations to the Body Corporate, in terms of the rules and / or in terms of the Sectional Titles Act 95 of 1986, as amended.

19 BUSINESS OR LEISURE ACTIVITIES

19.1 Sales

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

19.2 Advertisements

Notwithstanding clause 19.1, units that go on show may for the day of the show house only have the minimum number of pointer boards required to point out the unit on show. 'For sale', 'on show' or 'To let' signs herein referred to may only be erected on weekends at 10h00 and must be removed by 17h00. The sign may be placed on the show day at the entrance of

the gate and may not obscure any person's vision or path. No banners, flags or balloons may be displayed for this purpose. All signs not displayed in accordance with these provisions shall be removed. Estate agent signs are allowed at the discretion of the Trustees and provided they are registered with the Body Corporate via the Estate Managers office.

19.3 No business, profession or trade may be conducted in any unit or on the common property except by permission of the Trustees.

20 COMPLAINTS

Should an owner or occupier have a complaint of whatever nature, this should be directed to the Trustees or the estate manager in writing. No verbal complaints will be entertained.

21 SWIMMING POOL AND POOL AREA

21.1 No pets or animals are to be permitted in the pool area.

21.2 The Trustees absolve themselves from any responsibility concerning the use of the pool area.

21.3 No alcoholic beverages or glass containers will be allowed in the pool area.

21.4 A resident who will be responsible for the behavior of their visitors must accompany residents' visitors using the facility.

21.5 All persons using the pool area are to keep it in a clean and tidy condition and all refuse must be removed from the area after use.

21.6 Any Trustee shall have the right in his / her own discretion to demand that anyone using the pool area in an unacceptable manner shall leave and such persons shall comply therewith immediately.

21.7 Noise levels must be kept down as there are units in close proximity to the recreation area / pool area. All noise must cease by 22h00 on Sundays to Thursdays and by 24h00 on Fridays and Saturdays. Furthermore, any noise prior to these times must not be so loud as to disturb other residents.

21.8 The pool area remains accessible to all other residents.

21.9 No children under the age of 12 years old are permitted to enter and/or utilize the pool area unless accompanied by a supervising adult.

21.10 The Trustees reserve their rights to order the removal of any unattended children making use of the swimming pool area that are not adequately behaving and or not adhering to an acceptable noise level.

21.11 The swimming pool cleaning equipment or lifesaving equipment may not be removed or tampered with.

21.12 The gates of the pool areas must be kept closed at all times for safety reasons.

21.13 No ball games are permitted in the clubhouse areas.

21.14 No nude swimming or sunbathing is permitted in the swimming pool area.

21.15 No diving or jumping in the pool is permitted

21.16 No bicycles, scooters or charcoal braais are permitted in the pool or Clubhouse facilities

21.17 No floatation devices are permitted other than those assisting those who cannot swim to swim, such as arm bands etc.

22 Gym

22.1 The Body Corporate has created these Gym Rules in the interests of everyone's safety, security and overall health. The purpose of this clause is to ensure that all residents benefit equally from the facilities provided and to set out the guidelines for use of the equipment, facilities and services. This will ensure that each visit to the gym will be pleasant for all.

22.2 All residents, guests and instructors must comply with these rules. If residents, guests or instructors do not comply, the Trustees reserve the right to ask the resident, guest or instructor to leave the gym, and/or suspend gym access for specific periods and/or permanently revoke access to all facilities.

22.3 General gym use

No firearms or other weapons are permitted on the gym premises.

No alcohol or drugs are allowed in the gym.

No pets (other than guide dogs) are allowed in the gym.

Owners and occupiers may not sell and/or market any product or service to other residents whilst in the gym.

No photographs or videos may be taken inside the gym. Respect other patrons.

Children under the age of 16 should be supervised by an adult member at all times.

Children under the age of 12 year may not use the gym equipment, unless supervised by the gym operator's trainers.

Only authorized Personal Trainers supplied by the Gym Operator are permitted to provide personal training in the gym. Personal training by another member is prohibited whether it is for payment or not. If a person is found providing unauthorized personal training, the Gym Operator will investigate, and the member and trainer may be suspended or expelled.

22.4 Visitors/Guests

The Gym Rules apply to guests of owners and occupiers.

Owners and occupiers must accompany guests at all times. Owners and occupiers are responsible for the conduct of their guests and must ensure that they follow the Rules.

22.5 Behavior and dress code

Owners and occupiers may not enter the gym or use any facility whilst under the influence of alcohol, drugs or performance-enhancing drugs.

Owners and occupiers may not use foul, loud or abusive language and members may not physically or sexually abuse or harass other members, residents, guests, visitors, tenants or members of staff.

Owners and occupiers will be fully liable for any damage caused by residents, their dependents and their guests while in the gym.

Suitable and appropriate gym wear must be worn at all times while exercising in the gym. T-shirts/vests (no bare chests) and footwear must be worn at all times.

If owners or occupiers are unsure what to wear, please consult with the Gym Operator.

22.6 Equipment and the training floor

Please read these rules carefully and observe them to avoid injury.

Please use the equipment for its intended purpose and follow the instructions provided. Do ask for help if needed.

Please replace all equipment after use and please use sweat towels at all times.

Please inspect equipment before use and do not use if it appears damaged and/or inoperable or any component appears to be missing, worn and/or damaged. We need to know, so please report to a staff member.

When using strength equipment, be sure the weight pin is completely inserted.

Please do not use dumbbells or any other equipment, other than equipment specifically provided by the manufacturer, to incrementally increase weight resistance on strength equipment. If unsure, please ask for help.

Ensure that the belt has come to a complete stop before stepping onto a treadmill. Never jump off a treadmill while the belt is still moving.

Please be gentle. Handle weights and equipment with care and replace after use.

No food, drinks or bags are allowed on the training floor, with the exception of plastic water bottles and sports drinks.

Please use a sweat towel at all times and wipe down equipment after use.

22.7 Studio and floor classes

Class timetables and instructors may change from time to time without notice. Please check gym notice boards for all the latest details.

Please arrive a few minutes early for a class as owners or occupiers may not be allowed to join if owners or occupiers are more than five minutes late. If owners or occupiers do arrive a few minutes late, please ensure owners or occupiers are warmed up.

22.8 Safety

Please do not tamper with fire doors or any safety devices and fire extinguishers.
Please follow the health and safety rules of the gym and the notices displayed throughout the gym.
Please report all injuries/incidents and/or any hazards to a staff member.

22.9 Other

Complaints should be addressed to the Estate Manager in writing via email.
Any incident which occurs must be reported immediately to the estate manager.
Any warning or suspension must be communicated in writing to the owner or occupier by the estate manager. A signed acknowledgement must be filed thereafter.

23 DESIGNATED PLAY AREAS

- 23.1** No pets or animals are to be permitted in the designated play areas for children.
- 23.2** The play areas are for use at own risk. The Trustees and Managing Agent absolve themselves from any responsibility concerning harm, injury and/or theft which may occur whilst making use of the play areas.
- 23.3** No alcoholic beverages or glass containers will be permitted within the designated play areas.
- 23.4** Any damage caused to the play apparatus, whether incurred by a resident or visitor of a resident, will be for the account of the resident and will be charged to the owner's levy account.
- 23.5** Residents & visitors children using the play areas are to keep it in a clean condition and all refuse is to be removed from the area after use.
- 23.6** Any Trustee shall have the right, in his/her own discretion, to demand that anyone using the play area in what he/she may determine is an unacceptable manner, shall leave and such person(s) shall comply therewith immediately.
- 23.7** Noise levels as indicated in clause 19 must be strictly adhered to as there are units in close proximity to the play area.
- 23.8** No children under the age of 12 years old are permitted to enter and/or utilize the play area unless accompanied by a supervising adult.

24 FUNCTIONS

Currently the complex has facilities for functions or gatherings on common property, namely the Wine Cellar, pool and braai areas. All functions are therefore limited to a maximum number of 25 people (including the resident hosting the gathering) per function in the applicable area. No more than 10 visitor vehicles will be allowed access into the complex. A guest list for the function must be supplied to the Trustees or Estate Manager with a minimum of 48Hrs hours prior to the function, to enable monitoring of access into the complex.

The times to be adhered to are no later than 22h00 on a Sunday to Thursday and no later than 24h00 on a Friday and Saturday. No functions should start earlier than 09h00 in the morning. It must be noted that The William pool and braai area is for the use and enjoyment of all residents and their guests.

The following procedures are to be followed for booking the pool, wine cellar or braai area:

- 24.1** Owners or occupiers need to approach the Trustees a minimum of 7 days in advance to make a booking for the function. Functions in the Wine Cellar are managed by the onsite restaurant.

24.2 A deposit, as determined from time to time by the Trustees, will be required on the day of booking in cash.

24.3 An amount, as determined from time to time, will be refunded to the resident only once it is confirmed that no damages have been caused or that no transgressions of the Conduct Rules has occurred. The retained funds will be received by the Body Corporate for any future upgrades. However, should any damages exceed the amount retained; the resident will remain liable for all repair and replacement costs.

24.4 The owner or occupier will be responsible for tidying the facility and surrounding pool area of any debris or litter, immediately after their function. Alternative arrangements to clear the relevant areas abovementioned before 08h30 the following morning may be made, and at the discretion of the Trustees.

24.5 The facilities remain open to all residents at all times, excluding the Wine cellar that is booked for exclusive use.

24.6 The Wine Cellar is a smoke free zone

25 TRUSTEES DECISION IS FINAL

25.1 In respect of the interpretation of these rules, and all decisions to enforce these rules, the Trustees' decision shall be binding.

25.2 An owner or occupier of a section, who contravenes any conduct rule, shall be liable to a fine (in terms of Clause 24)

25.3 If as a result of a breach of any of these conduct rules by any owner or occupier, the Trustees instruct an attorney the defaulting owner or occupier shall be liable for all costs and charges of whatsoever nature on an attorney client scale incurred by the Trustees as a result thereof.

25.4 The Trustees have been elected by the owners to fulfill a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees person or property will result in legal action.

26 WRITTEN PERMISSION

Written permission by the Trustees shall only be valid if signed by the majority vote of the Trustees.

27 BREACH OF THE SCHEME'S RULES OR PROVISIONS OF THE ACT

27.1 If the conduct of an owner or an occupier of a section or his or her visitors in the opinion of the Trustees constitutes:

27.1.1 a nuisance, or

27.1.2 a breach of any duty of the owner under section 13 of the Sectional Titles Schemes Management Act, 2011, or

27.1.3 a breach of any of the duties of owners and occupiers of sections contained in prescribed management rules 3, 30 to 31 (inclusive), or a breach of any of the conduct rules the Trustees may furnish the owner or occupier with a written notice which may in the discretion of the Trustees be delivered by hand, email or registered post. In the notice the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, together with the date of the transgression (if applicable) and the recipient must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.

27.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular rule or section of the Act, the Trustees may convene a meeting of Trustees to discuss the matter.

27.3 A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner or occupier at least 7 days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as he or she is permitted by the Chairperson, he or she may not participate in the conduct of the meeting.

27.4 After the owner or occupier has been given the opportunity to present his or her case, and if 75% (seventy five percent) of the Trustees present at the meeting agree that a provision of the scheme rules or the Act has been breached, the Trustees may by majority decision impose on the offender a fine in accordance with the schedule of fines as set out in Annexure A.

27.5 The monetary amount of the fine in terms of this rule shall, at the request of any owner, be reviewed at any annual general meeting and may be amended by majority vote.

27.6 A Trustee shall not be entitled to participate at the meeting referred to in the above clause in that capacity if she or he or any person who occupies the section which she or he owns or represents is the alleged offender.

27.7 Any fine imposed in terms of clause 27.4 may, if it is not paid by the offender within 14 days after the offender has been notified of the imposition of the administration fee, be added to the contribution which an owner is obliged to pay in terms of section 3 of the Sectional Titles Schemes Management Act, 2011 and claimed by the Trustees as part of the monthly installments payable by the owner.

28 LOAN FACILITY

The Trustees are authorized to borrow funds against security of levy debtors, to ensure the timeous payment by the Body Corporate of all invoices received from municipalities, local authorities and other service providers. Such a loan facility shall never exceed in value the total amount owed by the levy debtors at any point in time. Should the trustees deem it necessary to loan any amount in excess of the levy debtors, whether in the form of a term loan or overdraft facility, same must be approved by a special resolution of the owners, which resolution shall clearly state the maximum amount which may be loaned, as well as the time frame over which the loan shall be paid.

29 INDEMNITY

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

30 SCHEDULE OF FINES

The schedule of fines is attached hereto marked "A" and may be updated from time to time by the trustees when deemed necessary.