



CONDUCT RULES FOR RESIDENTS

Prescribed in terms of Section 10(2) (b) of the Sectional Title Schemes Management Act, 2011
(Act No. 8 of 2011)

INTRODUCTION

Kings Gate will be a community who share a secure and high-quality lifestyle. Conduct Rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, without interfering with others' enjoyment, to the benefit of all.

Genuine respect and consideration by all residents for each other will create a harmonious and happy community living on the Estate.

In the event of differences or annoyances, the parties involved should attempt as far as possible to settle the matter between themselves, exercising respect, tolerance and consideration.

The Trustees on behalf of the Body Corporate are given the task of applying the approved management and Conduct Rules for the control, administration, use and enjoyment of the Estate and have the power to substitute, add to, amend or repeal any rule with the approval of the Body Corporate.

The Conduct Rules require reasonable, and are binding on, and apply equally to, all owners or occupiers. The rules should be seen to be neither restrictive nor punitive, but rather a judicious framework to safeguard and promote appropriate, sensible and fair interaction and living.

The Trustees on behalf of the Body Corporate have the right to impose financial penalties (fines) to be paid by owner or occupier who fail to comply with the rules. Fines, where imposed, shall be deemed to be part of the levy due by the owner.

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1. PROMULGATION OF RULES

1.1 Rules to Apply

- 1.1.1* As from the date of promulgation of these rules, they will apply, and all owners or occupiers shall be required to abide by the rules.
- 1.1.2* The management, accounting and full operation of the sectional title scheme within the Estate falls under the jurisdiction of the Body Corporate, including among other things the determination and application of all the rules.

1.2 Contravention of Rules by Owner, Occupier and Visitor in Units and on Common Property

- 1.2.1* Any contravention of the rules by any person who gains access to the Estate under the authorisation of an owner, occupier or visitor shall be deemed to be a contravention by that owner or occupier.
- 1.2.2* The owner, occupier or visitor of a unit must not create noise likely to interfere with the peaceful enjoyment of another unit or another person's peaceful enjoyment of the common property.
- 1.2.3* The owner or occupier of a unit must take reasonable steps to ensure that visitors do not behave in a way likely to interfere with the peaceful enjoyment of another unit or another person's peaceful enjoyment of the common property.
- 1.2.4* The owner, occupier or visitor of a unit must not obstruct the lawful use of the common property by any other person.
- 1.2.5* The owner or occupier of a unit is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

2. USE AND OCCUPATION OF A UNIT

2.1 Use of a Unit

- 2.1.1* The use of a unit shall be governed by the Town Planning Scheme in force at any time or any other approved scheme applicable to the Estate from time to time.
- 2.1.2* A unit may be used for residential purposes only.
- 2.1.3* Other uses, even if of very short duration and whether of commercial, sporting, social, religious, political or any other nature will be permitted only with the prior written consent of the Body Corporate. Such consent is unlikely to be given should the use in question involve persons not a resident on the Estate. Such consent will be refused if the Body Corporate in its sole discretion believes such use may affect the security of the Estate or cause nuisance or irritation to others. The Body Corporate is entitled to grant its consent conditionally and to summarily withdraw the same.

2.2 Occupation

The maximum number of persons allowed to reside at one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

2.3 Drying of Washing/Household Items

- 2.3.1* No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry except in a screened drying/courtyard or other designated concealed area. Items of washing must not be visible from the roads and must be reasonably screened from the direct view of neighbours.
- 2.3.2* Exceptions to this rule will be allowed only where the physical levels of adjacent dwellings dictate that drying/courtyards at lower levels may be visible from higher positions. In such cases residents at lower levels should attempt as far as possible to minimise the untidy display of washing, etc.
- 2.3.3* No wash lines may be erected outside of a unit unless written permission has been obtained from the Body Corporate.

2.4 Storage of Gas Bottles/Harmful Substances

- 2.4.1* Gas bottles (LPG containers) must be outside of the main walls of the building and be enclosed, roofed and ventilated in accordance with the applicable building bye laws. No harmful or inflammable substances may be kept on the Estate.

- 2.4.2 The owner or occupier of a unit must not, without the Body Corporates' written consent, store a flammable substance in a unit or on the common property unless the substance is used or intended for use for domestic purposes.
- 2.4.3 This rule does not apply to the storage of fuel or gas in: -
- 2.4.3.1 the fuel tank of a vehicle, boat, generator or engine; or
- 2.4.3.2 a fuel tank or gas cylinder kept for domestic purposes.
- 2.4.4 Any Resident having gas bottles installed is obliged to advise the Body Corporate of this in writing for noting on the Insurance Policy.

2.5 Attachments to Units

Nothing may be placed on or attached to a unit or any other structure, other than in accordance with prior written approval from the Body Corporate. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request in accordance with the architectural guidelines.

(This item applies to the likes of external air conditioning units, water tanks, timber decks, solar panels, etc. even when not directly attached to the building). Awnings, satellite dishes and aerials are not permitted.

2.6 Fences and Screens

Where additional fencing is required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the Design and Architectural Guidelines and no fencing or screening may be installed until the written approval of the Body Corporate has been obtained.

2.7 Jacuzzi's/Swimming Pools/Carports/Awnings/Timber Decks

- 2.7.1 Plans for Jacuzzi's/swimming pools/carports/timber decks require written permission from the Body Corporate prior to installation and such items shall only be allowed, provided they are in line with the style, type and position must be strictly in accordance with the Design and Architectural Guidelines and that they will have no detrimental effects on neighbours. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request.
- 2.7.2 The above is subject to Local Municipality Plan Approval prior to installation.
- 2.7.3 Pools are only permitted on freestanding units or simplexes.

2.8 Garden/Tool Sheds

Freestanding sheds for tools or gardening equipment are prohibited.

2.9 Play Houses/Jungle Gyms

Freestanding children's play houses (wendy houses), or jungle gyms/slides/swings, etc. in gardens all require written permission from the Body Corporate prior to installation and such items shall only be allowed, provided they are in line with the style, type and position must be strictly in accordance with the Design and Architectural Guidelines and that they will have no detrimental effects on neighbours.

2.10 Burglar Guards/Security Gates

- 2.10.1 No owner or occupier shall install any locking or safety device, safety gate or insect screen on the exterior of his premises or any burglar bars either internally or externally of his unit except with the prior written approval of the Body Corporate. When granting such approval, the Body Corporate may prescribe any reasonable condition, including the condition that the nature and Design of the device, gate and burglar bars are of a uniform nature and specification in accordance with the Design and Architectural Guidelines
- 2.10.2 Any such device, gate, burglar bars, screens or guards shall always be maintained, repaired and/or renovated by the owner or occupier to the satisfaction of the Body Corporate.

2.11 Appearance from Outside

The owner or occupier of a unit shall not place or do anything on any part of the common property of the scheme, (including balconies, patios and gardens) which, in the discretion of the Body Corporate, is aesthetically displeasing or undesirable when viewed from the outside of the unit, exclusive use area or the like anywhere on the common property of the scheme without prior written consent of the Body Corporate, which written consent the Body Corporate may in their sole and absolute discretion grant or refuse.

2.12 Exterior Unit Signage

- 2.12.1 The owner or occupier of a unit must not, without prior written approval of the Body Corporate display a sign, notice, billboard or advertisement if the article is visible from another unit or the common property, or from outside the scheme.
- 2.12.2 All unit and street signage are supplied by the developer.

3. UPKEEP AND MAINTENANCE OF RESIDENCES**3.1 Internal Maintenance of All Units**

The maintenance of the inside of all units is the responsibility of the owner or occupier and is to be carried out by such owner or occupier at his own cost.

3.2 External Maintenance of All Units:

- 3.2.1 The maintenance of the exterior of all units is carried out by the Body Corporate and is paid for as part of the levy save for item 3.2.2 below.
- 3.2.2 The maintenance of fences, screens, jacuzzi's, swimming pools, carports, timber decks, jungle gyms, play houses, external air conditioning units, water tanks, solar panels and any attachments to units shall be the responsibility of the owner or occupier to maintain and insure and is to be carried out by such owner or occupier at his own cost.
- 3.2.3 The exterior of every unit together with its fences, screens, driveways, jacuzzi's, swimming pools, carports, timber decks, jungle gyms, play houses, external air conditioning units, water tanks, must be continuously and always maintained by the owner or occupier in a clean, tidy, neat and befittingly repaired, painted and properly kept condition and is to be carried out by such owner or occupier at his own cost.
- 3.2.4 Prior to any painting of the exterior of any unit by the owner it is required that the approval of the Body Corporate is obtained in accordance with the Design and Architectural Guidelines.
- 3.2.5 Where in the opinion of the Body Corporate the condition of a dwelling is not up to the required standards of the Estate, the Body Corporate shall give written notice to the owner or occupier to carry out the necessary improvements within a specified time. Should the owner fail to carry out such work as requested, the Body Corporate shall be entitled to carry out that work and to recover the reasonable cost thereof from the owner, which amount shall be deemed to be part of the levy due by the owner or occupier.

3.3 Eradication of Pests

- 3.3.1 The owner or occupier of a section must keep the section free of wood-destroying insects, including white ants and borer beetles.
- 3.3.2 The owner or occupier of a section must allow the Body Corporate, the Managing Agent, or their duly authorised representatives to enter the unit on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- 3.3.3 The Body Corporate must recover the costs of the inspection and replacement referred to in 3.3.2 from the owner or occupier of the unit.

4. UPKEEP AND MAINTENANCE OF GARDENS**4.1 Environmental Management Plan (EMP) and Landscaping**

- 4.1.1 The Estate has its own Environmental Management Plan. This EMP is a legal requirement of the environmental authorization granted for the Estate. The EMP aims to ensure that the Estate is built and operated with minimal environmental impact, and that the natural areas on the Estate are properly managed and enhanced for the benefit of the wildlife that occupies them, and for the people of the Estate to enjoy.
- 4.1.2 The Environmental Management Plan sets in place a clear "environmental best practice" framework which everyone should implement and promote.
- 4.1.3 An electronic copy of the Environmental Management Plan will be available on the website or through the Managing Agents and/or Body Corporate.

4.2 Private Garden Maintenance

Every owner or occupier shall be obliged to maintain their specific property to the standards as determined from time to time by the Body Corporate and Environmental Management Plan, where not serviced by the Body Corporate.

4.3 Common Area Garden Maintenance

Common areas will be maintained by a sub-contractor appointed by the Developer and/or Body Corporate, the cost of which will be included in monthly levy.

4.4 Garden Standards

Where in the opinion of the Body Corporate the condition of a garden is not up to the required standards of the Estate, the Body Corporate shall give written notice to the owner or occupier to carry out the necessary improvements within a specified time. Should the owner or occupier fail to carry out such work as requested, the Body Corporate shall be entitled to carry out that work and to recover the reasonable cost thereof from the owner or occupier, which amount shall be deemed to be part of the levy due by the owner.

4.5 Garden Refuse

4.5.1 Garden refuse generated privately by an owner or occupier may be placed in the approved plastic bags and stacked in the bin area together with domestic refuse.

4.5.2 All garden refuse generated by a private maintenance contractor must be removed by that contractor.

4.6 Removal/Cutting Down of Trees

The removal of or cutting down of trees is not permitted without prior written permission from the Body Corporate. The entire Estate area operates under the auspices of an approved Environmental Management Plan and therefore such permission will not be granted lightly. Any requests for the removal of trees or shrubs must be motivated in writing to the Body Corporate for consideration.

4.7 Gardening onto Common Property

Every owner or occupier is required to maintain to an acceptable standard, that area of verge which is adjacent to the owner's property. Planting of anything other than lawn grass on the verge requires the approval of the Body Corporate.

4.8 Individual Gardens

4.8.1 The way you plant-up and manage your garden can either make a positive contribution to the overall environment and ecology on the Estate, or it can make no contribution and possibly even cause degradation of natural areas outside your property. The key environmental principles you need to consider when planning and maintaining your garden are the following:

4.8.1.1 choose locally indigenous plants – these not only use less water than exotic plants (because they are growing in their native area), but will also contribute to the extent of naturally vegetated area on the Estate (and thus attract in more bird life, animals etc);

4.8.1.2 minimise your lawn area – lawns are notoriously big users of water, and they need fertilisers which can degrade streams nearby. The less lawn the better (including less time spent mowing);

4.8.1.3 choose some large indigenous trees and plant these in a strategic location to shade your house or garden in the hottest part of the day (afternoons) in Summer – this will not only create a more pleasant environment in your garden / home but may even reduce your costs of cooling your home in summer. A good idea is to choose trees that will lose all or some of their leaves in winter – thus letting in more light and heat when you need it;

4.8.1.4 mulch your garden beds with leaves, bark chips or wood chips to reduce the amount of watering you need to do. This will save you money and will help reduce your impact on our water-scarce country's resources;

4.8.1.5 compost your own kitchen waste (for example in a "worm farm") to make a free source of environmentally-friendly fertilisers which you can use in your garden. These are generally less harmful to the environment than commercially bought chemical fertilizers;

- 4.8.1.6 choose solar-powered and energy efficient lighting for garden and exterior feature lighting. This will help save on your electricity bill and the environment;
- 4.8.1.7 plant steep banks with grass or groundcovers that have strong root systems and don't die back in the winter to ensure that your topsoil is protected from storm-water run-off. Trees with good root systems like figs are excellent to include in your planting plans for these areas as they keep the slope stable;
- 4.8.1.8 try to shape your garden so that at least some rainwater is captured on the lawn (by forming flat or dish-shaped lawn areas) or channelled into appropriate garden beds. By creating tiny berms or even small trenches (called rills), you can capture rainwater in your garden and reduce the amount of watering that you must do;
- 4.8.1.9 make sure your irrigation system is water-wise and uses as little water as possible. Drip irrigation for trees and shrubs is recommended.

5. THE RIGHT TO KEEP AND THE CONTROL OF PETS

- 5.1** Local Authority bye-laws relating to pets must be complied with (i.e. licensing / numbers / inoculations etc.)
- 5.2** Written permission must be obtained from the Developer and/or Body Corporate. *(This permission will not be unreasonably withheld provided compliance with the rules is satisfied).*
- 5.3 No more than ONE small dog (maximum of 10 kilograms) will be permitted on the Estate in freestanding homes, garden duplexes and simplexes except for the apartments, where pets are NOT permitted.** Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met: -
- 5.3.1 Cats are NOT permitted on the Estate.**
 - 5.3.2 Dogs will NOT be permitted in the apartment units whatsoever.**
 - 5.3.3** Dogs must be of a breed, size and disposition, suitable in the opinion of the Body Corporate, to the area of the property to be fenced in accordance with Architectural Guideline at the Owner/Occupier's expense.
 - 5.3.4** All bitches must be spayed, and a veterinary certificate of compliance must be produced when requesting permission to keep the pet.
 - 5.3.5** Each dog must always wear a collar with a name tag indicating the owner's or occupant's name and telephone number.
 - 5.3.6** Only small caged birds will be allowed subject to not more than two birds per cage and a maximum of one portable cage. Parrots, parakeets and other loud squawking/screeching/talking birds will be subject to special noise restrictions. Aviaries, of any sort, are not permitted.
 - 5.3.7** Pigeons, poultry, peacocks, wild animals, livestock, rabbits, snakes, reptiles and the like **are not permitted on the Estate.**
 - 5.3.8** An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the Body Corporate's consent to keep that animal in **any unit** and to accompany it on the common property.
- 5.4** Dogs must be kept in an adequately sized and contained area within the owners or occupant's property and when outside the owner's or occupier's property must always be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on the Estate. *(Stray pets without a name tag will be handed over to the SPCA or Municipal Pound and any costs incurred will be for the owner's or occupier's account).*
- 5.5** Fouling by pets of property belonging to the Estate or to other owners or occupants must be removed immediately by the responsible owner. Dog excrement should be flushed into the sewerage system and not placed in refuse bins. *(For this purpose, owners are advised to carry a scooper or plastic bags whenever walking their pets outside of their own property).*
- 5.6** Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. and no pet may be left alone in a unit for an extended period of more than a few hours. In the event of an owner or occupier of the Estate complaining in writing to the Body Corporate that a pet barking, howling, squawking, etc. constitutes a nuisance, the rules and discipline committee will investigate the matter, make a finding and recommendation to the Body Corporate which

may make an order including that the pet shall, forthwith be removed from the Estate, which order shall be final and binding.

5.7 Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the Body Corporate and /or Managing Agent.

5.8 The Body Corporate may withdraw any consent if the owner or occupier of a unit breaches any condition imposed in the rules above.

5.9 It is forbidden to slaughter any animal, bird or reptile on the Estate.

6. SECURITY

6.1 General Security Procedures

6.2.1 All security procedures in force from time to time shall always be strictly adhered to by all persons inside the Estate.

6.2.2 Personal, or Private house, guarding, in addition to the overall security provided by the Estate, may be arranged only through the security provider contracted to the Estate. Any such additional service will be for the account of the owner directly with the supplier.

6.2.3 House Alarms

Should a home alarm system be required, it is a requirement of the Estate that such system must be connected via the telephone line to the estate security control room who will monitor the alarm at no additional cost to the homeowner. All systems are to be of the silent alarm type so as not to cause any disturbance to neighbours.

6.3 Reporting to Security

Security is a shared responsibility. Residents must report to security any suspicious or unlawful occurrence immediately it is seen or perceived.

6.4 Registration

Every resident/owner requiring individual access to the Estate must apply for registration at the Body Corporate for a personally encoded proximity access card. Such application must be accompanied by the individual's identity document and the payment (as set from time to time) for the purchase of a card. Access cards may be requested for juveniles or other family members but shall be subject to the approval of the security committee and, if granted, to the set payment.

6.5. Use of Access Cards

6.5.1 Each person having an access card shall be fully responsible for its proper use and safe keeping and shall not permit the use thereof by unauthorised persons.

6.5.2 It should be noted that:

6.5.2.1 access cards are limited to ONE PER QUALIFYING RESIDENT and are for PERSONAL USE. They are not supplied as access tickets for cars.

6.5.2.2 the loss of an access card must be reported immediately [in order that the card may be made invalid] and a new card must be requested, for which there is a charge.

6.5.3 The Developer/Body Corporate may, in due course elect to utilise finger print or eye recognition for access or any other modern safe means for access identification.

6.6 Employees

Prior to being engaged to work in the Estate, the owner or occupier shall apply for registration of any proposed permanent or part-time domestic workers, maids, general assistants, cleaners, gardeners, etc. Such application shall be accompanied by each employee's I.D. book and the payment for the purchase of a card. Such registrations shall be subject to clearance by security and/or the security committee.

6.7 Casual Workers

The use of individual "off the street" casual workers will not be permitted. Should the services of "one day" or "short duration" temporary worker be required this must be arranged through the Body Corporate where a list will be maintained of pre-approved and registered labourers and firms offering small services.

6.8 Security Clearance

All employees requiring access to the Estate will be required to sign a consent form for the taking of fingerprints for security clearance purposes if applicable.

6.9 Visitors/Services/Deliveries

6.9.1 Owners or occupiers must utilise the security system installed for the arrival of visitors, repair services, deliveries and the like.

6.10 Residential Guests

6.10.1 Where owner or occupier have guests legitimately staying with them for a short period of time not exceeding twenty-one days and temporary personal access for such guests is required, the responsible owner or occupier shall make special application to the Body Corporate for limited period access cards and pay a deposit which will only be refunded provided the cards are returned within five working days of the expiry date of the temporary cards.

6.10.2 Resident/owner's having guests residing with them for periods longer than 21 days and requiring access shall apply to the Body Corporate for registration and cards as for full time residents. (See clause 6.4 and 2.2 – maximum number of persons allowed to reside at one time.)

7. LEVY PAYMENTS

7.1 Owners are required to pay levies in full and in advance by the 1st day of each month. In order to ensure this, the conditions of sale specify that each owner must complete a debit order in favour of the Body Corporate on an account with a South African registered Commercial Bank.

7.2 Where in the case of a debit order not being honoured, for whatever reason, and an owner becomes in arrears at the 7th of the month, such owner shall pay interest, [at 3% above the current prime overdraft rate of the Standard Bank of South Africa], and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.

7.3 Owners still in arrears at the end of a month may have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the owner's account.

[In exceptional circumstances, where an owner may have a singular problem regarding payment of dues, he may approach the Body Corporate and/or Managing Agent with a request for special consideration and/or temporary relaxation of the above rules, which consideration and any decision resulting therefrom shall be entirely at the discretion of the Body Corporate or Managing Agent].

7.4 All debts (of whatsoever nature including but not limited to interest, fines, collection fees and charges payable in terms of these rules) due by an owner to the Body Corporate shall be included in the levy account and deemed to be part of the levy due by the owner and subject to the rules applicable to levies.

7.5 Levy amounts may not be reduced either against real or perceived, partial or non-provision of services or for any other reason unless previously discussed with and sanctioned by the Body Corporate in writing.

7.6 The Developer and Body Corporate shall establish a Levy Stabilisation Fund for the purposes of meeting extraordinary expenditure and expenditure of a capital nature, to be incurred by the Body Corporate in carrying out its main objects under provisions of this Memorandum of Incorporation. In the event of any unit being **re-sold** (excluding original developer sales), alienated or otherwise disposed of, the new Owner (Purchaser) is responsible to pay **R5,000 inclusive of VAT** towards the Levy Stabilisation Fund. This amount is to be paid on or before registration of transfer into the New Owner's (Purchaser's) name. (This amount may vary at the discretion of the Body Corporate, subject to a Special General Meeting.)

8. EMPLOYEES OF RESIDENTS

8.1 For these rules "Employees" shall be defined as any assistant paid by the owner/occupier to perform any duty in or about the owner's property. Please also refer to SECURITY rule 6.6 about registration of employees.

8.2 Visitors

Live-in Employees are permitted to receive personal visitors on the Estate only if this is requested by the resident employer and cleared by security in accordance with rule 6.9 above. It must be noted that the "no walking" rule as above applies equally to visitors of employees.

8.3 Overnight Stays

Should any owner/occupier require their employee (not registered as live-in employee - *see 8.5* below) to stay overnight the security offices must be timeously advised. The employee will be required to be accommodated within the house as with suitable accommodation as below.

8.4 Live-in Employees

Should any owner/occupier desire that an employee reside on the Estate a written application must be made to the Body Corporate. Consideration will only be given if it can be shown that suitable accommodation within the house exists for the employee. Accommodation must consist of a minimum of a bedroom, and suitable ablution facilities as well.

8.5 Termination of Employees' Services

Should the services of any employee be terminated, for whatever reasons, then security and management must be notified immediately by the owner/occupier in order that deregistration may be affected, and the employee's identity card be immediately invalidated.

9. ESTATE FACILITIES

9.1 Estate Community Areas

The Body Corporate's Rules regarding the Community Areas are as follows: -

- 9.1.1* Any community buildings, pools and facilities, as and when provided, are for the recreational use of all estate residents and their guests only.
- 9.1.2* These facilities may be booked through the Body Corporate for special Estate community social functions/events.
- 9.1.3* Under no circumstances may the community furniture be removed from the facility.
- 9.1.4* It is the duty of whoever uses the facility, to clear away all rubbish and stack away the cushions and chairs, and to leave the place in a clean and tidy condition.
- 9.1.5* The facilities may not be used by anyone for financial gain, or for political gatherings.
- 9.1.6* *The facilities may be used by outsiders only with the special written or arranged consent of the Body Corporate*
- 9.1.7* Children under the age of 10 years must be continuously accompanied by an adult.
- 9.1.8* Pets are not allowed around the poolside or in the pool.
- 9.1.9* Radios and music players, if used around the facilities, should only be at very soft and muted volumes.
- 9.1.10* The use of the community buildings, pools and facilities must be done in such a way so as not to create an unreasonable nuisance or disturbance to those residents living in proximity.

9.2 Open Spaces and Forest (Use of and conduct)

The areas are owned by the Estate and are maintained in terms of the Estate Environmental Management Plan by the Body Corporate for the use by, and the enjoyment of, all Residents. All persons using these areas are urged to do so with the utmost respect for nature. The Body Corporate Rules regarding these areas are as follows: -

- 9.2.1* The lighting of fires in any of these areas is prohibited unless for the express purpose of braaiing at an authorised function or at an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose.
- 9.2.2* Disturbing, collecting or destroying of any plant material is prohibited except by authorisation from the Body Corporate.
- 9.2.3* Disturbing, harming or destroying any wild animals or birds is prohibited.

(Should wild animals become a nuisance; the problem should be brought to the attention of the Body Corporate – although this does not infer that such animal will automatically be removed from the Estate).

- 9.2.4 The use of any of these areas in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other persons or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.
- 9.2.5 Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specifically provided, therefore.

9.3 Anywhere on the Estate

- 9.3.1 Swimming is strictly prohibited in any water area not specifically designated for such purpose.
- 9.3.2 Camping is not permitted unless written permission is obtained from the Body Corporate.
- 9.3.3 Picnicking is not permitted except on any common property specifically designated for such activities.
- 9.3.4 Discharging of any firearm, air-gun or other lethal weapons is strictly prohibited, save in self-defence or where authorised, in special circumstances, by the Body Corporate.

9.4 Feeding of wild animals or birds

- 9.4.1 The entire Estate operates within the parameters of a very strict Environmental Management Plan and the feeding of wildlife, in any way at all, is not permitted. Fines will be levied for the deliberate providing of food for wild animals or birds.
- 9.4.2 Severe penalties will be imposed on any person found to be breaking this rule.
- 9.4.3 "Deliberate feeding" of wildlife may result in a fine.

10. GENERAL

10.1 Acceptable Conduct

- 10.1.1 Respect and general consideration by all residents for all other residents and all users of the Estate shall always be exercised.
- 10.1.2 Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other resident(s), or his/her/their rights, in any manner deemed by the Body Corporate to be unacceptable to harmonious living, is strictly prohibited.

10.2 General Estate Standards

- 10.2.1 Veranda/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, bunting, umbrellas, signs, symbols or whatever, which in the opinion of the Body Corporate, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate.
- 10.2.2 Signs may not be displayed on the Estate (giving the name of builders, decorators, furnishers, air conditioning, alarm companies, garden installers, garden maintenance contractors, estate agents and the like).
(This rule shall not apply to the regulation notice board required by the project guidelines for the erection of or alterations to units nor to the security signs depicting zones or warnings on the perimeter fence as well as speed signs.)
- 10.2.3 No flags or flag poles may be displayed or erected in the garden or on private residential units within the Estate.
(This rule shall not apply to the Body Corporate, Developer and Appointed Estate Agent).
- 10.2.4 Curtains and curtain linings, shutters and blinds should not present too harsh a view in relation to the earthy colours approved for the exterior of homes and are therefore required to be substantially the same colour as the exterior wall in which it is viewed.

10.3 Sundry Restrictions on the Estate

- 10.3.1 Private, religious or commercial advertising notices, pamphlets, publicity material or brochures are NOT permitted to be distributed.
(This rule shall not apply to legitimate notices to residents from the Body Corporate).
- 10.3.2 Canvassing for, or the promotion of, political parties or religious bodies is NOT permitted on the Estate.
- 10.3.3 Any form of promotional selling/fundraising/raffles/etc. and the approaching of or visiting residents for these purposes, is strictly prohibited.

- 10.3.4 Public auctions, jumble sales or any form of sales on any property are not permitted (other than with the prior written permission of the Body Corporate).
- 10.3.5 Lighting or letting off any form of fireworks is always prohibited.
- 10.3.6 Slaughtering of animals, birds or reptiles is prohibited.
- 10.3.7 Burial of carcasses anywhere on the property is not permitted and their disposal shall be the responsibility of the resident through private arrangement with the Local Authority and the cost thereof shall be for the resident.
- 10.3.8 Curing of meat, skins, fish or reptiles is prohibited.

10.4 Use of Roads/Vehicles

The roads throughout the Estate are for the use of all, whether on foot, cycles, buses or trucks and, in our exclusive environment, this places extra responsibility and awareness on all who use these roads but more particularly on all adults and especially parents who need to educate and control their youngsters.

- 10.4.1 Accidents (collisions) on the Estate involving damage to persons or property must be reported to the security office and are incidents reportable to the police. It is the resident/owner's responsibility to obtain comprehensive insurance in this regard covering their vehicles, and damage to persons and to property. No claim in this respect may be brought against the Body Corporate.
- 10.4.2 The speed limit throughout the Estate is a maximum of 25 kilometres an hour but may be reduced in some areas as necessary.
- 10.4.3 Pedestrians must be given the right of way on the roads within the Estate.
- 10.4.4 No person shall operate any vehicle upon any place within the Estate unless he is the holder of a valid driver's licence. Engine powered vehicles, cars and motor cycles may be operated only on roads.
(Sidewalks, open lawn areas are "out of bounds" to vehicles).
- 10.4.5 Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.
- 10.4.6 The use of car hooters within the Estate to beckon or attract residents or domestic workers is prohibited.
- 10.4.7 Parking on sidewalks and open lawned areas or in front of driveways to residences is prohibited, and parking may only be done in areas so designated for that purpose.
- 10.4.8 Any caravan, boat or trailer may be parked inside the Estate only with the written permission of the Body Corporate. Such permission will only be given if such item can be situated in a designated area, if available.
- 10.4.9 No helicopter or other aerial conveyance may be landed at any place on the Estate without the prior written consent of, and subject to special conditions as may be laid down by, the Body Corporate.
(*This rule shall not apply to legitimate Emergency Services performing special duties or rescue operations*).
- 10.4.10 Scooter bikes, beach or dune buggies, off road bikes, or any other motorised vehicles or scooters, etc. with noisy engines/exhausts may only be driven in a quiet manner to get between residences or to allow access from the gates to the residence and back. "Roaring" around the Estate is not permitted.
- 10.4.11 Skates (skateboards, in-line skates, roller blades, roller skates, cycles etc.) may not be used on the roads in any way which causes nuisance or inconvenience to residents. Parents are obliged to instruct their children to stop skating and get off the road when pedestrians or vehicles approach.
- 10.4.12 No repairs to or dismantling of any vehicle may be carried out on the Estate or common property except in cases of total breakdown and then only for the purpose of getting the vehicle mobile for removal.
- 10.4.13 Oil, grease or fluid must not be allowed to soil any portion of the common property and should this occur the owner/occupier shall be responsible to expeditiously clean and remove all traces.

10.5 Domestic Refuse

- 10.5.1 *All owners or occupiers of units are to place their refuse bags in the designated bin area on the designated collection day of the week.*
- 10.5.2 Bins may not be placed on the sidewalk on any other day or on the night before collection days.

- 10.5.3* Bulk refuse or where refuse is of such a size or nature that it cannot be removed by the normal service, the owner/occupier shall make special arrangements with a private contractor and all costs thereof shall be for the owner's account.

10.6 Services:

10.6.1 Electricity

Electricity is supplied on a "Pay as you go" "meter system.

10.6.2 Water

The supply of domestic water is operated by the eThekweni Municipality who will install meters and bill owners direct for the monthly usage. If the Municipality bills the Body Corporate directly for the individual unit usage, then the owner shall be responsible to pay for the usage which will reflect on the monthly Levy Statement.

10.6.3 Telephone, IT and TV

Each owner is responsible for any telephone, IT and/or Television connections to their respective unit and through the Estate contracted operator.

10.6.3.1 No Satellite dishes or aerials or receivers of any form are permitted on walls or roofs of apartments, duplexes, simplexes or freestanding houses.

10.6.3.2 A central satellite dish with fibre optic cable will be provided to each unit.

10.6.3.3 Each owner will be responsible for his/her M-Net application/connection.

10.6.4 Outstanding Amounts

10.6.4.1 the Body Corporate will not be held liable for outstanding accounts that have been incurred by an occupier/tenant. It is the responsibility of the owner to ensure payment of the services referred to above.

10.6.4.2 the owner shall claim against the tenant and have no rights against the Body Corporate.

10.7 Disputes

10.7.1 In the event of differences or annoyances arising between owners/occupier, parties shall, in the first instance, attempt as far as possible to settle the matter between themselves while exercising respect, tolerance and consideration.

10.7.2 Should any dispute between owners/occupiers not be resolved privately as in 10.7.1, then an appeal may be made in writing to the Body Corporate seeking a ruling/resolution to the problem.

10.7.3 Any dispute, between owners/occupiers or between the Body Corporate and an owner/occupier, in connection with or related to the Articles, these Conduct Rules, or any other ruling in regard to the rights, obligations or liabilities of the Body Corporate or a member which remains unresolved shall be submitted to arbitration as set out in article 23 of the Articles of Association.

10.8 Communications with the Body Corporate

All communications with the Body Corporate must be submitted in writing and addressed to the Body Corporate or Managing Agents, where-after they will be given due consideration followed by appropriate action as required, or referral to the Trustees for further consideration.

11. LETTING/SELLING OF A UNIT

Prior to letting or selling, owners should consult with the Appointed Estate Agents or the Body Corporate in order to be fully au fait with all document requirements and procedures.

11.1 Consent of the Body Corporate Required when Selling or Leasing

11.1.1 The consent to sell/transfer/lease/rent a property within the Estate must first be obtained by the owner in writing from the Body Corporate, by way of clearance certificates. Such consent shall be subject to all dues having been fully paid and all other conditions of the Body Corporate and the Estate having been satisfactorily discharged.

11.1.2 Consent, as above, shall not be given unless and until the Body Corporate is satisfied that the prospective new nominee owner or nominee tenant has been accepted for membership or is already a member of the Body Corporate.

11.1.3 The owner requesting consent, as above, shall himself determine that the proposed new owners or tenants are of suitable standing befitting the Estate.

- 11.1.4 Under no circumstances may units be purchased or rented in order to provide accommodation for domestic employees.

11.2 Conditions for Leasing

- 11.2.1 **An owner wishing to lease his unit within the Estate and who requires the services of an Estate Agency regarding such disposal must arrange the lease through the Appointed Estate Agent mandated by the Body Corporate and Developer. The First Appointed Estate Agent is Century 21 Upper Highway (Pty) Ltd or its nominee.**
- 11.2.2 An owner wishing to lease his unit must, along with his proposed tenant, complete the formalities, requirements and documents, the use of the standard Estate Lease Agreement (no other agreements will be accepted), as well as comply with the specified conditions, all as prescribed by the Body Corporate for the proper installation of tenants. IT MUST BE NOTED that a unit must be leased and no "part of a unit" may be leased or let for any period.
- 11.2.3 The owner and or the Appointed Estate Agent must inform his tenants of the rules of the Estate and any contravention of the rules by any such tenants shall be deemed to be a contravention by the owner.
- 11.2.4 Should any tenant be considered in the opinion of the Body Corporate to be or to have become unsuitable or undesirable or should the nominee tenant cease to be a member of the Body Corporate, the owner shall on notification from the Trustees of the Body Corporate immediately serve such tenants with a notice to depart from the Estate within one month. No reasons for its opinion need be given by the Trustees. Any costs incurred through termination of any agreement with a tenant shall be for the owner's account and no claim for loss of damages in this connection will be entertained by the Body Corporate.
- 11.2.5 **Only once the Developer is no longer in control of the Estate (off site) will an owner be able to use the services of a Non-Appointed Estate Agent.**
- 11.2.6 **Private Leases and Non-Appointed Estate Agents – Documentation Fee**
Where an owner wishes to lease privately and/or use the services of a Non-Appointed Estate Agent, whilst Century 21 is the Appointed Estate Agent, this may be done providing all requirements of, and obligations to, the Body Corporate are met prior to the actual commencement of the lease. The lease documentation MUST be arranged through the the Appointed Estate Agent. The follow fees structure will apply:
- 11.2.6.1 R1,250 including VAT payable to Century 21 Upper Highway (Pty) Ltd or its nominee, PLUS;
- 11.2.6.2 R750 including VAT payable to the Body Corporate and/or Managing Agents.
- 11.2.6.3 Security clearance will not be given until such time as payments have been received and the Developer and/or Body Corporate has approved the lease agreement.
- 11.2.6.4 All documents will be given to the parties in the form of a hard copy. The Appointed Agent/Body Corporate and/or Managing Agents will not distribute an electronic copy. Electronic documents can be viewed on the website however these may not be used for official use.

11.3 Conditions for Selling

- 11.3.1 **An owner wishing to sell his unit within the Estate and who requires the services of an Estate Agency regarding such disposal must arrange the sale through the Appointed Estate Agent mandated by the Body Corporate and Developer. The First Appointed Estate Agent is Century 21 Upper Highway (Pty) Ltd or its nominee.**
- 11.3.2 An owner wishing to sell his unit must, along with his proposed new owners, complete the formalities, requirements and documents, the use of the standard Estate Sale Agreement (no other agreements will be accepted), as well as comply with the specified conditions, all as prescribed by the Body Corporate for the proper installation of new owners/transferees.
- 11.3.3 New owners shall be obligatory members of the Body Corporate as set out in the Sale Agreement.
- 11.3.4 All sales will be handled by the Developers Appointed Estate Agent. **Only once the Developer is no longer in control of the Estate will an owner be able to use the services of a Non-Appointed Estate Agent.**
- 11.3.5 **Private Sales and Non-Appointed Estate Agents – Documentation Fee**
Where an owner wishes to sell privately and/or use the services of a Non-Appointed Estate Agent, whilst Century 21 is the Appointed Estate Agent, this may be done providing all requirements of, and obligations to, the Body Corporate are met prior to the actual occupation

date and/or registration date. The sale documentation MUST be arranged through the the Appointed Estate Agent. The follow fees structure will apply:

- 11.3.5.1 R7,750 including VAT payable to Century 21 Upper Highway (Pty) Ltd or its nominee, PLUS;
- 11.3.5.2 R2,250 including VAT payable to the Body Corporate and/or Managing Agents.
- 11.3.5.3 Notwithstanding 11.3.5.1 above, in the event of a re-possession by a Bank/Funding Institution and/or BANK ASSISTED SALE PROGRAM referred to in 11.3.6 below, R2,750 including VAT shall be payable to Century 21 Upper Highway (Pty) Ltd or its nominee;
- 11.3.5.4 Security clearance will not be given until such time as payments have been received and the Developer and/or Body Corporate has approved the sale agreement.
- 11.3.5.5 All documents will be given to the parties in the form of a hard copy. The Appointed Agent/Body Corporate and/or Managing Agents will not distribute an electronic copy. Electronic documents can be viewed on the website however these may not be used for official use.
- 11.3.6 Notwithstanding the above, should the property be re-possessed by a Bank/Funding Institution or be placed onto a BANK ASSISTED SALE PROGRAM, the Bank/Funding Institution will be permitted to utilise an Estate Agent appointed by the Bank/Funding Institution. Procedures referred to in clauses 11.1, 11.3.2, 11.3.5, 11.4, 11.5 and 11.6 shall be strictly adhered to.

11.4 Security Access

Owners may not under any circumstances hand over their access cards to the new purchasers or tenants and such cards must be handed in at the Body Corporate for cancellation. New purchasers and tenants must apply, and pay for, their own new individually registered security access cards.

11.5 Change of Ownership

- 11.5.1 Change to ownership will only occur once transferring attorney has received written consent by the Body Corporate (which consent shall not be unreasonably withheld) and after the Body Corporate and/or Managing Agent has issued a Levy Clearance Certificate to the effect that all levies have been paid or that provision have been made to the satisfaction of the Body Corporate for the payment thereof.
- 11.5.2 Where the change to ownership occurs as set out above, the new ownership shall be required to contribute to the Levy Stabilisation Fund in the standard amount as laid down from time to time, as if a new purchase had taken place.
- 11.5.3 At reasonable times, an owner contemplated in 11.5.1 above shall permit the Body Corporate, without fee or charge, to inspect the share register, Founding Statement, Deed of Trust, Letters of Authority and any other document as requested to ascertain details of the owner.

11.6 Precedence of Original Sale Agreement

Should any of the above rules conflict with any of the terms and conditions for selling as set out in the owner's Sale Agreement (Developer/first sale) then such Sale Agreement conditions shall take precedence.

12. ALTERATIONS AND ADDITIONS TO A UNIT

12.1 Prior to embarking on any alterations and additions of any sort, the owner must obtain written permission from the Body Corporate prior to construction or installation of such alterations, and shall only be allowed, provided they are in line with the style, type and position must be strictly in accordance with the Design and Architectural Guidelines.

12.2 The design of all alterations to buildings and the addition of fences, plunge/swimming pools, gazebos and the installation of Jacuzzi's and the like shall strictly adhere to the Design and Architectural Guidelines and all the Body Corporate's requirements pertaining to the Estate.

(It should be noted that swimming pools are required to be fenced in accordance with the Local Authority's bye-laws)

12.3 Alterations to the footprint and façade of the buildings is NOT permitted.

- 12.4** The required plans, forms and details, as set out in the requirements, must be submitted, along with the request for approval, to the Body Corporate as well as consent by the owners and bond holders.
- 12.5** Once approval is obtained from the Body Corporate the plans must be submitted to the Local Authority for their approval.
(It being a condition that the Body Corporate's prior approval is submitted to the Local Authority).
- 12.6** No construction or installation may commence prior to the full Body Corporate and Local Authority approvals having been received.

13. BREACH OF OR FAILURE TO COMPLY WITH RULES

- 13.1** Should an owner, by himself or by his lessee, invitee, visitor, servant, employee or occupier of his unit, commit a breach of, or not comply with, any of these Conduct Rules and then fail to remedy such breach or non-compliance within a period of three days after having received a written notice from the Body Corporate and/or Managing Agents to remedy such breach or non-compliance, the Body Corporate, shall be entitled to take such actions as are available to it in terms of these rules and the Act.
- 13.2** Failure by an owner to comply with any provisions of any rules may result in:
- 13.2.1* A call for an explanation and/or an apology; and/or
 - 13.2.2* A reprimand and a request to comply; and/or
 - 13.2.3* The imposition of a fine or fines; and/or
 - 13.2.4* The withdrawal of any previously given consent applicable to the matter; and/or
 - 13.2.5* An order to pay for any damages resulting from non-compliance with any rule; and/or
 - 13.2.6* The hand-over to the Attorneys of the Body Corporate for the appropriate recovery or legal action; and/or
 - 13.2.7* The referring of any unresolved matter to arbitration; and/or
 - 13.2.8* Application to the Courts for the enforcement of the rule/s or other action.
- 13.3** The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Body Corporate, who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or noncompliance.
- 13.4** Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the owner.
- 13.5** The rights of the Body Corporate as referred to above are without prejudice to any other rights that they may have in terms of the Companies Act (Section 21) or law in general.

14. DISCLAIMER OF RESPONSIBILITY

- 14.1** The Body Corporate shall not be liable for any injury to person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the Estate regardless of the cause thereof nor shall the Body Corporate be responsible for any theft of property occurring on the Estate. Residents/owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the Body Corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
- 14.2** The Body Corporate and/or its agents shall not be liable to any resident/owner or any of the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Estate, regardless of the cause thereof.
- 14.3** Residents/owners shall accept responsibility for and indemnify the Body Corporate and its employees, servants and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in clauses 14.1 and 14.2 above.