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*The Body Corporate of the  
De Plattekloof Lifestyle Estate  
Sectional Title Scheme*

**CONDUCT RULES**

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## 1. INTERPRETATION

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

- 1.1 **“Act”** means the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) as amended from time to time, and any regulations made and in force thereunder.
- 1.2 **“Amenities and Facilities”** means such common property, amenities and facilities situated within the Scheme for communal use by Owners and Residents;
- 1.3 **“Body Corporate”** means the Body Corporate of the Scheme;
- 1.4 **“Common Property”** means all property not forming part of a Section as indicated on the relevant sectional plans of the Scheme and which will include the Amenities and Facilities and Exclusive Use Areas;
- 1.5 **“Development Period”** means 5 (five) years after establishment of the Body Corporate, alternatively such earlier date as may be notified in writing to the Trustees by the Developer, being Arun Lifestyle (Pty) Ltd;
- 1.6 **“Exclusive Use Area”** means an Exclusive Use Area as defined in the Act, being either an exclusive use area depicted on the sectional plan or created in the Management Rules (both of which methods provide for parts of the Common Property to be allocated for an Owner’s exclusive use and enjoyment by virtue of his ownership of a particular Section);
- 1.7 **“Health Care Provider”** shall bear the same meaning as in the Management Rules, and may be the Managing Agent or a separate entity or entities appointed under sub-contract by the Managing Agent;
- 1.8 **“Management Rules”** shall mean the Management Rules of the De Plattekloof Body Corporate;
- 1.9 **“Managing Agent”** means the Managing Agent from time to time as appointed by the Body Corporate;
- 1.10 **“Owner”** means a registered Owner of any Section in the Scheme;
- 1.11 **“Residents”** means Nominated Occupants as defined in the Management Rules, which may include Owners, lessees, life right holders and other lawful occupants of any Section;
- 1.12 **“the Scheme”** shall mean the De Plattekloof Lifestyle Estate sectional title scheme;
- 1.13 **“Section”** means any section in the Scheme as indicated on the relevant sectional plans;
- 1.14 **“Services”** means the health care, catering and other services available within the Scheme to Owners and Residents which are to be provided by the Health Care Provider, including but not limited to medical and health support, nursing services, meals and catering, security, laundry, transport, cleaning and refuse removal, and whether such services are compulsory or optional;
- 1.15 **“Structural alteration”** means an alteration which is of a permanent nature and which alters the form, structure or essential framework of a building on the inside or outside thereof, and the following shall be regarded as a structural alteration:

- 1.15.1 the removal, reconstruction and/or construction of a floor (concrete slab), wall or ceiling of a Section or a part of such floor (concrete slab), wall or ceiling, including the drilling into of any concrete slab;
- 1.15.2 alterations to the pipes, wires, cables and/or ducts in respect of a Section and/or the Common Property and/or the installation of irrigation systems on Exclusive Use Areas;
- 1.15.3 the removal, reconstruction and/or construction of a building or building improvement in respect of a Section and/or the Common Property;
- 1.15.4 the enclosing or partial enclosing of a stoep or balcony;
- 1.15.5 the extension of the boundaries or floor area of a Section;
- 1.15.6 the subdivision of a Section or the consolidation of two or more Sections; and
- 1.15.7 the destruction of a Section or a part thereof;
- 1.16 **“Trustees”** means the Trustees for the time being of the Body Corporate;
- 1.17 Words and expressions to which a meaning has been assigned in the Act and the Management Rules, shall bear the meaning so assigned to them;
- 1.18 Words importing –
  - 1.18.1 the singular number only shall include the plural and the converse shall also apply;
  - 1.18.2 the masculine gender shall include the feminine and neuter genders, and the neuter gender shall include the masculine and feminine genders;
- 1.19 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 these Conduct Rules.
- 1.20 a reference to natural persons shall include juristic persons, trusts and partnerships and vice versa.
- 1.21 if there is a conflict between the words and numerals in the interpretation of a rule, the words shall prevail.
- 1.22 When any number of days is prescribed in these Conduct Rules, the same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

## **2. AMENDMENT AND BINDING NATURE**

- 2.1 The Body Corporate may substitute, amend, repeal, or add to the conduct rules subject to and in accordance with the provisions of section 10 of the Act, provided that, during the Development Period, the Conduct Rules may not be substituted, amended, repeal or added to without the written approval of the Developer.
- 2.2 These Conduct Rules, the provisions of section 13 of the Act, and the provisions of the Management Rules (where applicable) shall be binding on all Owners and Residents of Sections. They shall also be binding upon the Trustees and Managing Agent.

- 2.3 An Owner must take all reasonable steps to ensure compliance with these Conduct Rules, the provisions of the Management Rules and the Act where applicable by the Resident of his Section, including the employees, contractors, guests, visitors and family members of the Owner or of the Resident of his Section

### 3. DIRECTIVES

The Trustees may from time to time issue directives in respect of any rule contained in these Conduct Rules (as may be amended from time to time) to provide direction as to the practical application of a rule or to clarify practical aspects in respect of a rule. The directives imposed by the Trustees shall not be in conflict with any rule and the Trustees have no authority to create new rules through the issuing of such directives.

### 4. PETS

- 4.1 No Resident shall keep any pet, be it an animal, reptile, bird, or insect in a Section or on the Common Property, including any Exclusive Use Area, and no visitors will be allowed to bring any an animal, reptile, bird, or insect onto the Common Property or into a Section.
- 4.2 Notwithstanding sub-rule 4.1 above,-
- 4.2.1 the Developer may until establishment of the Body Corporate grant approval to an Owner or Resident to keep a dog in a Section, which approval shall be binding on the Trustees and the Body Corporate;
- 4.2.2 the Trustees may grant permission in writing to a Resident of any ground floor Section in buildings other than Tijgerzicht, to keep no more than 1 (one) adult dog (canis familiaris) which is below 30 kg in weight, and no taller than 30 cm in height, if exceptional circumstances are shown, such as where the dog is used as an aid, or where the dog was owned by the relevant Owner or Resident prior to occupation of the Section;
- 4.2.3 the Trustees must not unreasonably withhold their consent for an Owner or Resident suffering from a disability and who reasonably requires a guide, hearing or assistance dog, to keep that dog in a Section and to accompany it on the Common Property;
- but no cats shall be allowed in a Section or on the Common Property under any circumstances whatsoever.
- 4.3 All Residents keeping a dog in terms of sub-rule 4.2 above, shall comply with the following:
- 4.3.1 dogs shall only be allowed on the Common Property if controlled on a leash;
- 4.3.2 no dogs are allowed to be left unattended on the Common Property;
- 4.3.3 all dogs must wear identity tags with the telephone number and/or the Section number of the Resident clearly visible thereon;
- 4.3.4 Residents must ensure that their dogs do not foul the Common Property, nor cause excessive noise or nuisance to any other Resident;
- 4.3.5 all excrement of dogs is to be removed immediately from the Common Property (including Exclusive Use Areas) and disposed of in an appropriate manner;

- 4.3.6 Residents must ensure that their dogs do not cause harm or injury to any person, or damage to any property; and
- 4.3.7 if required by the Trustees, a Resident must install a low fence to enclose an adjacent garden area serving a ground floor Section.
- 4.4 When granting approval in terms of sub-rule 4.2 and from time to time, the Trustees may prescribe any reasonable conditions and/or directives over and above those set out in sub-rule 4.3.
- 4.5 The Trustees may withdraw their approval granted in terms of sub-rule 4.2 if the Owner or Resident breaches any condition referred to in sub-rule 4.3 or condition and/or directive prescribed in terms of sub-rule 4.4, and demand that the Resident remove the dog from the Section and the Common Property.
- 4.6 Upon the breach of, or non-compliance with, the provisions of this rule 4, the Owner of the relevant Section may become liable for a penalty or penalties imposed under rule 19 notwithstanding any other legal remedies which the Trustees may choose to implement.
- 4.8 In suitable circumstances, the Trustees may apply to the Community Schemes Ombud Service or a Court having jurisdiction for an order or interdict for the removal of a pet from a Section or the Common Property.

## **5. REFUSE DISPOSAL**

- 5.1 An Owner or Resident of a Section must-
- 5.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within his Section, his Exclusive Use Area or on such part of the Common Property as may be directed by the Trustees in writing from time to time taking into account visibility and practicality;
- 5.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 5.1.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees;
- 5.1.4 separate refuse in accordance with recycling criteria provided by the Trustees from time to time and make proper use of recycling facilities;
- 5.1.5 when the refuse has been collected, promptly return such receptacle to his Section or other area referred to in sub-rule 5.1.1.
- 5.2 An Owner or Resident must ensure that he does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the Owners or Residents of other Sections.

## **6. VEHICLES**

- 6.1 All Owners and Residents must register their vehicles with the Body Corporate, and shall follow such prescribed processes and pay such registration fees as may be determined from time to time by the Trustees.
- 6.2 No Owner or Resident shall park or stand any vehicle on the Common Property, or permit or allow any vehicle to be parked or stood upon the Common Property, other than on a parking bay or carport assigned to the Section in which he or she resides, or on such other part of the Common Property which the Trustees may from time to time direct in writing.

- 6.3 The Trustees may cause any vehicle parked, standing or abandoned on the Common Property, other than as authorised in terms of sub-rule 6.2 above, to be removed or towed away, or its wheels to be clamped, at the risk and expense of the Owner of the vehicle, and require payment of a release penalty for the release of a vehicle.
- 6.4 Owners and Residents of Sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or any other fluid on the Common Property or in any other way deface the Common Property, and any damage shall be for the account of the Owner and/or Resident concerned.
- 6.5 Vehicles may be parked only on such areas of the Common Property as are specifically indicated or approved by the Trustees for that purpose and in such a way that the flow of traffic and access to and egress from other parking bays, carports and garages are not obstructed. Parking on the lawns is strictly prohibited and damaged lawns or gardens will be for the account of the Owner and/or Resident concerned.
- 6.6 The designated visitors' bays are solely for the short-term use of bona fide visitors and may not be used by Owners or Residents for parking or storage of vehicles/boat/trailers or other items. Owners and Residents must request their visitors to park in the visitors' bays where such vehicles cannot be accommodated on their own driveways or in parking bays, carports or garages assigned to the Section in which he resides. If parking space is not available in designated areas, visitors must be requested to park outside the Scheme (ie. outside the management area of the Body Corporate). One vehicle may not occupy two visitors' bays.
- 6.7 No Owner or Resident shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property, an Exclusive Use Area or in a Section.
- 6.8 Vehicles may not be driven within the Common Property in any manner which creates a nuisance or is considered by the Trustees not to be in the interests of health and safety. Hooters shall not be sounded within the Common Property other than in emergencies. Road signs on the Common Property shall be observed, and particularly the speed limit currently set at 20 km/h. Unlicensed persons are not permitted to drive any vehicle within the Common Property.
- 6.9 Notwithstanding anything herein contained, but subject to sub-rule 6.10 below, Owners and Residents are to park vehicles on their parking bays or in their garages. Two vehicles may not be parked in one parking bay if they protrude beyond the designated parking area. An Owner or Resident shall not at any time use a parking bay other than for the parking of a motor vehicle.
- 6.10 Undercover parking bays which are leased or owned within the basement of the Tijgerzicht building may be repurposed as storage areas with the written approval of the Trustees, which consent shall not be unreasonably withheld.
- 6.11 Damaged vehicles, vehicles that are not roadworthy or vehicles that are not in general use may not be parked on the Common Property other than for such short periods as may be approved by the Trustees in writing.
- 6.12 No trucks, caravans, trailers, boats or other heavy vehicles may at any time be parked on any portion of the Common Property without the prior written consent of the Trustees. The Trustees may cause to be removed any of the above vehicles parked, standing or abandoned on the Common Property in contravention of these rules at the risk and expense of the Owner concerned.

- 6.13 Parking of vehicles upon the Common Property is subject to the express condition that every vehicle is parked at the risk of the Owner of such vehicle and that no liability shall attach to the Body Corporate, its Trustees and/or its staff, agents or employees for any loss or damage of whatever nature which the Owner of the vehicle may suffer due to the vehicle having been parked on the Common Property.
- 6.14 Car alarms that are triggered must be attended to by the driver/possessor of the vehicle immediately. Should the driver/possessor of the vehicle be absent, and the vehicle alarm causes a disturbance to the Residents, the Trustees will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the Owner concerned.
- 6.15 Owners and residents of houses shall use their garages primary as parking for their vehicles, and shall not be permitted to repurpose the garages for residential purposes.

## **7. BEHAVIOUR OF OWNERS AND RESIDENTS**

- 7.1 The Owner or Resident of a Section must not create noise likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the Common Property.
- 7.2 The Owner or Resident of a Section must not obstruct the lawful use of the Common Property by any other person.
- 7.3 The Owner or Resident of a Section must take reasonable steps to ensure that his employees, contractors, guests, visitors and family members do not behave in a way likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the Common Property.
- 7.4 All noisy work and especially construction, is limited to weekdays between 08:00 and 17:00, with no work to be undertaken on Saturdays, Sundays or Public Holidays, unless prior written permission is obtained from the Trustees, which may be subject to any reasonable conditions.
- 7.5 No Owners or Residents of a Section shall do or permit to be done or persist in doing any act, matter or thing which may cause or tend to cause a nuisance to any other Owner or Resident, including the loud playing of any musical instrument, radios, record players, compact disc players, television sets and videos.
- 7.6 Social functions are to be limited to a size and noise level having due regard for neighbouring Residents and available visitors' parking.

## **8. MAINTENANCE OF SECTIONS**

- 8.1 An Owner must repair and maintain his Section and the pipes, wires, cables and ducts situated in his Section and used in connection with the Section in a state of good repair.
- 8.2 If despite written demand by the Trustees, an Owner refuses or fails to repair or maintain his Section, the Trustees may without prejudice to the other remedies available to the Body Corporate in law:
- 8.2.1 in the event of the circumstances specified in the Management Rules remedy the Member's failure and recover the reasonable cost of doing so from that Member; provided that in the case of an emergency, no demand or notice need be given to the Member concerned; and/or

- 8.2.2 apply to the Community Schemes Ombud Service for an order to compel the Owner to carry out specified repairs.

## **9. EXTERNAL ALTERATIONS, STRUCTURAL ALTERATIONS AND INTERNAL ALTERATIONS**

### *EXTERNAL ALTERATIONS*

- 9.1 The Owner or Resident of a Section must not, without the Trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property. The colours of front doors, roofs and external walls of Sections may not be altered from the original colour, except in terms of a special resolution by members of the Body Corporate
- 9.2 An Owner or Resident of a Section must be considered to have the Trustees' consent to install a locking or safety device to protect the Section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the Trustees.
- 9.3 The Owner or Resident of a Section must keep a device installed under sub-rule 9.2 in good order and repair.
- 9.4 An Owner or Resident must not construct or erect any solar heating system, chimney, braai, awning, air conditioner condenser unit, radio- or television aerial, satellite dish or other attachment, addition or device to or on any part of the Common Property of the exterior of a building, including on a stoep or balcony, without the prior written consent of the Trustees.
- 9.5 To obtain the written consent of the Trustees in terms of sub-rule 9.1 or 9.4, the Owner or Resident must apply to the Trustees in writing. The application must be accompanied by sufficient plans and specifications that explain the nature, design, shape, size, material, colours and place of installation of the proposed alteration, attachment, addition or device. The Trustees may grant their consent, or refuse such consent, in which case the Trustees must give reasons for their refusal. The Trustees may attach reasonable conditions to their consent. The Trustees' consent for the attachment, addition or device may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the Owner must immediately remove the attachment, addition or device at his own cost.
- 9.6 Any alteration, improvement, fixture or addition or similar item made or installed by an Owner or Resident in terms of these Conduct Rules shall be maintained by the Owner or Resident concerned (or his successors in title) in a state of good repair and in a clean, neat, hygienic and attractive condition, at his own expense. If despite written demand by the Trustees, an Owner refuses or fails to repair or maintain his Section, the Trustees may without prejudice to the other remedies available to the Body Corporate in law remedy the Member's failure and recover the reasonable cost of doing so from that Member, or in their discretion, to withdraw their consent and demand that the item at the cost and risk of the Owner.

*STRUCTURAL ALTERATIONS*

- 9.7 Any Structural Alterations to a Section and/or the Common Property may only be carried out after-
- 9.7.1 compliance with all relevant provisions of the Act, the Management Rules and these Conduct Rules; and
  - 9.7.2 obtaining written approval of the local authority, as may be applicable; and
  - 9.7.3 obtaining the written consent of the Trustees, which may be accompanied by conditions.
- 9.8 To obtain the written consent of the Trustees in terms of sub-rule 9.7, the Owner must apply to the Trustees in writing to obtain their written consent. The application must be accompanied by sufficient plans and specifications of the proposed Structural Alterations.
- 9.9 Upon receipt of the application, the Trustees must consider the application and must advise the Owner, should they require any further documentation and/or information. The Owner must furnish the Trustees with any additional documents and/or information as may be required by the Trustees. If required by the Trustees, the Owner must furnish the Trustees with a report from a structural engineer, architect, engineer, legal advisor, or other professional consultant regarding the proposed structural alterations. If required by the Trustees, the Owner must canvass the comments of immediate neighbouring Residents, and submit same to the Trustees for consideration.
- 9.10 The Trustees may grant their consent for Structural Alterations, or refuse such consent, in which case the Trustees must give reasons for their refusal. If the Trustees grant their consent they must approve the building plans. The Trustees may attach reasonable conditions to their consent.
- 9.11 The Owner must confirm his acceptance of the conditions attached to the consent of the Trustees in writing and must undertake to comply with the provisions of the Conduct Rules of the Body Corporate.
- 9.12 Once the building plans have been approved by the Trustees, the Owner must submit the building plans to the local authority for approval. After approval of the building plans by the local authority, the Owner must submit copies of the approved building plans to the Body Corporate.
- 9.13 If required in terms of the Act or the Management Rules, the Owner must obtain an authorising resolution of the members of the Body Corporate in respect of the structural alterations. The authorising resolution may be subject to reasonable conditions imposed by the members of the Body Corporate.
- 9.14 A deposit as determined by the Trustees from time to time, shall be payable by the Owner or Resident, before work may commence.

*CONSTRUCTION OF STRUCTURAL ALTERATIONS*

- 9.15 In respect of the construction of the structural alterations the Owner must comply with the following provisions and the further provisions of this rule and ensure compliance thereto by his contractors:
- 9.15.1 The Owner must engage suitably qualified or experienced contractors, especially in respect of plumbing-, electrical and waterproofing work, and/or suitably qualified or experienced architects, builders and/or structural engineers in respect of the proposed structural alterations.
  - 9.15.2 The Owner or his contractors must take out a 'Builders All Risk' policy and/or other appropriate insurance for the duration of construction of the structural alterations.
  - 9.15.3 The Owner and his contractors must adhere to the provisions of the Occupational Health and Safety Act, No. 85 of 1993, as may be amended from time to time. The Owner and his contractors must make provision for fire prevention and must ensure that the safety of Owners and Residents are not compromised.
  - 9.15.4 The Owner and his contractors must comply with the requirements of the local authority and the regulations to the National Building Regulations and Building Standards Act, No. 93 of 1977, as amended and any other relevant legislation and regulations.
  - 9.15.5 The Owner must ensure that the structural integrity of the building is not compromised. The Body Corporate will hold the Owner liable should any of the alterations affect the stability of the building or cause damage thereto or to any of its components.
  - 9.15.6 The Owner or his contractor must not deviate from the approved building plans, without the written consent of the Trustees and the approval of the local authority, as may be applicable.

#### *INTERNAL ALTERATIONS*

- 9.17 In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the Trustees, involves internal refurbishment, renovation or redecoration of a Section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings:
- 9.17.1 An application to proceed, with specifications, time frame, and a sketch plan of the proposed internal alterations must be submitted to the Trustees, to obtain their consent to proceed.
  - 9.17.2 The Trustees shall, within 7 (seven) days, convey their consent to proceed, with or without conditions and/or directives, to the Owner or Resident, or inform him why such consent cannot be given. An Owner or Resident may not proceed with the work without such consent.

#### *ALL ALTERATIONS*

- 9.18 In respect of all alterations done at the instance of an Owner or Resident of a Section in terms of this rule, the following shall apply:
- 9.18.1 If required, a deposit in an amount determined by the Trustees must be paid to the Body Corporate before work commences, from which deposit the costs of repair of any damage to the Common Property as well as any other charges accruing against the Owner pursuant to this rule will be deducted. The deposit shall be repayable within 30 (thirty) days after completion, subject to

- any deductions made by the Trustees to cover any damage to other Sections and/or Common Property. Such deposit shall not bear interest.
- 9.18.2 In the event of approval, or a permit or consent being required from any local- or other authority for the alteration, such approval, permit or consent must be obtained by the Owner or Resident before commencement of the work.
- 9.18.3 Should any work commence before the Trustees have granted their consent or prior to approval of the building plans by the Municipality, or should the scope of work be materially changed, the Trustees may instruct the Owner and/or his contractor to stop the work, until permission to continue with the work has been granted by the Trustees.
- 9.18.4 The electricity supply to the Common Property may not be used without the specific consent in writing of the Trustees, who may assess the costs of such usage for the account of the Owner.
- 9.18.5 Any work done in pursuance of these Conduct Rules, must be done on Mondays to Fridays during the hours 08:00 to 17:00, but not at all on Saturdays, Sundays or on public holidays, without written permission and subject to any reasonable conditions the Trustees may prescribe.
- 9.18.6 Any work done in pursuance of these Conduct Rules, must be executed with the minimum of discomfort, disturbance, obstruction and nuisance to other Owners and Residents and must be concluded as expeditiously as possible, within the time specified by the Trustees, if any.
- 9.18.7 All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the Scheme, but subject to the discretion of the Trustees.
- 9.18.8 The Owner must comply with the relevant provisions of these rules and the conditions prescribed by the Trustees and/or the Body Corporate and keep the Trustees informed of the progress of the project.
- 9.18.9 The Common Property must be kept clean, tidy and free of debris, building rubble, and other materials which must be removed as work proceeds, failing which the Trustees may have the Common Property cleaned at the expense of the Owner. No rubble may be left overnight on the common property without the Trustees' prior written consent.
- 9.18.10 Whilst effecting any alterations or engaging in any building activities, Owners and Residents may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the Common Property.
- 9.18.11 Owners and Residents must ensure that their employees and contractors comply with the relevant provisions of the Conduct Rules.
- 9.18.12 The Owner accepts responsibility, and shall be liable to the Body Corporate (and/or other individual Owners, as the case may be), for any damage caused by him, his employees, or contractors, or the damage caused by the Resident of his Section or the employees or contractors of the Resident, to Common Property or other Sections, and indemnifies the Body Corporate against such damage or any claims arising therefrom.
- 9.18.13 If during construction of the alterations, an Owner or his contractor caused damage to the Common Property or other property of the Body Corporate or to a Section or other property of an Owner, the Trustees or the Owner

concerned must by written notice inform the Owner or the damage. If the Owner fails to repair the damage or where applicable to replace the property within a reasonable period after having been notified of the damage, the Trustees or Owner concerned may repair the damage and/or replace the property and recover the reasonable cost from the Owner. The Trustees may, if applicable, also utilise the deposit to defray the costs of repairs or replacement.

- 9.18.14 If any work done by or on behalf of an Owner or Resident in pursuance of the provisions of this rule 9 results in expenses being incurred by the Body Corporate, the Owner concerned shall be liable for payment of such expenses, which may be recovered from the Owner.
- 9.18.15 All charges, damages, expenses and penalties raised against the Owner or Resident in respect of a contravention of this rule 9, are payable upon demand and, if unpaid, Trustees may deduct such items from the Owner's deposit and/or recover the amount from the Owner.
- 9.18.16 No Owner or Resident may require the Managing Agent, or any employee or contractor of the Body Corporate to assist with any work to the interior or exterior of his Section as contemplated in this rule.
- 9.19 For the purposes of this rule 9, the Trustees shall have a discretion to decide what constitutes a 'external alteration,' 'structural alteration' or 'internal alteration' subject to any directives that may be given by members of the Body Corporate at a general meeting, by majority vote.
- 9.20 Steel pergolas in front of garages may not be covered or enclosed with flora or other inorganic material (whether opaque or translucent), without prior written approval by the Trustees and subject to any reasonable conditions the Trustees may prescribe.

## **10. APPEARANCE FROM OUTSIDE**

- 10.1 The Owner or Resident of a Section must not, without the Trustees' written consent, make a change to the external appearance of the Section or an Exclusive Use Area, unless the change is minor and does not detract from the appearance of the Section or the Common Property. All curtains (and/or the curtain linings) and blinds must be white, cream, beige or other similar light neutral colour. No portable braais are allowed on balconies of the Sections which are apartments.
- 10.2 The Trustees may attach reasonable conditions to their consent referred to in sub-rule 10.1 above.

## **11. SIGNS AND NOTICES**

- 11.1 An Owner or Resident of a Section must not, without the Trustees' written consent display a sign, notice, billboard or advertisement if the article is visible from another Section or the Common property, or from outside the scheme.
- 11.2 The Trustees may attach reasonable conditions to their consent referred to in sub-rule 11.1 above.

## **12. NO BUSINESS**

- 12.1 Owners and Residents shall not hold or permit to be held any sale by public auction of whatever nature in the Sections or on the Common Property.

- 12.2 No lottery, draw, sweep or game of chance may be conducted on the Common Property without the permission of the Trustees.
- 12.3 Owners and Residents shall not conduct a business of whatever nature from their Sections or on the Common Property, without prior authorisation in writing from the Trustees after taking into account the potential parking requirements and possible disturbance to other Residents.

### **13. LITTERING**

An Owner or Resident of a Section shall not deposit, throw, or permit or allow to be deposited or thrown, on the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

### **14. LAUNDRY**

- 14.1 Should an Owner or Resident elect not to use the laundromat at the Scheme or make use of the laundry service provided by the Health Care Provider, such Owner or Resident shall not, without the consent in writing of the Trustees, erect his own washing lines (other than retractable washing lines installed into the Section by the developer at the outset).
- 14.2 The Trustees may attach reasonable conditions to their consent referred to in sub-rule 14.1 above.
- 14.3 Except as provided in sub-rule 14.1, Owners and Residents must not hang any washing or laundry or any other items in a Section or on an Exclusive Use Area if the articles are visible from another Section or the Common Property, or from outside the Scheme.

### **15. STORAGE OF FLAMMABLE MATERIALS AND OTHER DANGEROUS ACTS**

- 15.1 Subject to sub-rule 15.2, an Owner or Resident must not, without the Trustees' written consent, store a flammable substance in a Section or on the Common Property unless the substance is used or intended for use for domestic purposes.
- 15.2 This rule does not apply to the storage of fuel or gas in—
- 15.2.1 the fuel tank of a vehicle, boat, generator or engine; or
  - 15.2.2 a fuel tank or gas cylinder kept for domestic purposes and kept in compliance with any relevant legislation, municipal regulation, and by-laws.

### **16. ERADICATION OF PESTS**

- 16.1 An Owner or Resident must keep his Section free of vermin and wood destroying insects, including white ants and borer beetles. An Owner or Resident must allow the Trustees, the Managing Agent, or their duly authorised representatives to enter the Section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- 16.2 The Body Corporate must recover the costs of the inspection and replacement referred to in sub-rule 16.1 from the Owner of the Section.

**17. USE OF EXCLUSIVE USE AREAS**

- 17.1 Owners and Residents of Sections are obliged to keep their Exclusive Use Areas in a clean and neat condition.
- 17.2 Owners and Residents will not be permitted to plant trees in their Exclusive Use Areas.
- 17.3 Owners and Residents will only be permitted to plant indigenous flora (other than trees) in their Exclusive Use Areas. The type of indigenous flora which is allowed will be determined from time to time by the Trustees, and initially, the approved plant list will be as per Annexure "A" hereto. All proposed planting of flora are subject to prior written approval by the Trustees and subject to any reasonable conditions the Trustees may prescribe.

- 17.4 Where, in terms of Management Rule 32, the maintenance of Exclusive Use Areas is the responsibility of the Owners of the Sections to which they are assigned, such Owners shall maintain (or Owners must cause the Residents of such Section to maintain) the relevant Exclusive Use Areas to the satisfaction of the Trustees. Watering of these gardens is the responsibility of the Owners, and all local authority rules and regulations regarding water restrictions shall be adhered to. A water connection point will be provided, but no irrigation system will be installed in these areas by the Developer. No garden tools and other equipment shall be kept in a place where they may be viewed from other Sections or from any portion of the Common Property. No external garden services are allowed, but the Owner or Resident may request such service from the Body Corporate or Health Care Provider at their cost, which services will be available from Monday through to Saturday.
- 17.5 Where, in terms of Management Rule 32, the maintenance of Exclusive Use Areas is the responsibility of the Body Corporate, no Owner or Resident shall interfere with the carrying out of such duty by or on behalf of the Body Corporate. Where these Exclusive Use Areas are gardens, the developer shall install an irrigation system into these areas. The Body Corporate shall be entitled to determine and collect special levies from the relevant Owners for the maintenance of these Exclusive Use Areas.
- 17.6 Owners and Residents shall allow access to all Exclusive Use Areas at all reasonable times, to the Trustees, Managing Agent, and employees or contractors appointed by the Trustees or Managing Agent, for the purposes of inspection, maintenance and repairs or for any other reasonable purpose.

## **18. ACCESS TO AMENITIES ON COMMON PROPERTY**

- 18.1 All Owners and Residents shall have access to and enjoyment of the Amenities and Facilities situated at and within the Scheme.
- 18.2 The communal Amenities and Facilities are primarily for the use and enjoyment of Owners and Residents, but they may be used by their visitors or guests provided that they are accompanied by an Owner or Resident and that these visitors or guests comply with the applicable rules (whether in terms of these Conduct Rules, Management Rules, directives given by the Trustees in terms of Conduct Rule 3 above or otherwise). Owners and Residents are responsible for the behaviour of their visitors or guests and shall ensure that their number at any one time is not such so as to prejudice the comfort, enjoyment or convenience of other Owners and Residents wishing to make use of the Amenities and Facilities.
- 18.3 No plant or flower may be picked from, nor may any damage be caused to, the garden areas on the Common Property which are not part of any Exclusive Use Area, and the natural fauna and flora shall not be destroyed, removed or damaged in any way without prior written consent of the Trustees.

## **19. IMPOSITION OF PENALTIES**

- 19.1 If the conduct of an Owner or Resident or his employees, contractors, guests, visitors and family members constitutes a nuisance in the opinion of the Trustees, or if any such person contravenes, breaches, disobeys or disregards a Management- or Conduct Rule or a provision of the Act, the Trustees may furnish the Owner and where applicable, the Resident, with a written notice which may, in the discretion of the

Trustees, be delivered by hand or by registered post to the service address of the Owner and where applicable, the Resident. In the notice, the particular conduct, which constitutes a nuisance, must be adequately described or the rule that has allegedly been contravened must be clearly indicated, and the transgressor must be warned that if he persists in such conduct or contravention, a fine will be imposed on him.

- 19.2 If the Owner or Resident nevertheless persists in the particular conduct or in the contravention of the particular rule or continues to allow the conduct or contravention in question, the Trustees may impose a fine on the transgressor.
- 19.3 Any fine imposed in terms of sub-rule 19.2, may if it is not paid by the transgressor (whether Owner or Resident) within 14 (fourteen) days after he has been notified of the imposition of the fine, be recovered by the Trustees from the Owner. Owners are advised to negotiate appropriate indemnities or recoupment mechanisms in their agreements with their Residents. Under no circumstances will the Body Corporate, Managing Agent or Health Care Provider become embroiled in disputes between Owners and Residents in this regard.
- 19.4 The Body Corporate may, at a general meeting, from time to time determine the amounts of the initial and subsequent penalties to be imposed for the contravention of particular Management- and Conduct Rules.

## **20. LIABILITY FOR DAMAGES**

- 20.1 An Owner shall be liable to Body Corporate for any damage caused to the Common Property by himself, his employees, contractors, guests, visitors and family members or by the Residents of his Section or their employees, contractors, guests, visitors and family members. All charges, damages, expenses and penalties raised against the Owner in terms of these Conduct Rules whether due to his actions or the actions of persons for which he is responsible, are payable upon demand and, if unpaid, Trustees may deduct such items from the Owner's deposit and/or recover it from the Owner.
- 20.2 Subject to the provisions of the Management Rules, an Owner is liable for and must pay to the Body Corporate all reasonable legal costs and disbursements, incurred by the Body Corporate in the collection of arrear amounts due and owing by such member to the Body Corporate, or in enforcing compliance with the Conduct Rules, the Management Rules or the provisions of the Act.
- 20.3 Any charges or costs incurred by the Trustees in terms of these rules may be recovered from the member by invoice, separate from the member's levy account.

## **21. ACCESS CONTROL**

Owners, Residents and their visitors shall adhere to security and access control procedures, including correct usage of the dedicated visitors and Residents' lanes and exit searches by security staff of their persons and/or vehicles.

## **22. SERVICES**

- 22.1 Owners and Residents shall comply with all rules and regulations set by the Health Care Provider and/or Managing Agent (as may be amended from time to time) relating to the Services to be provided by the Health Care Provider to Owners and Residents.

- 22.2 Owners and Residents are not permitted to give instructions to staff, employees or agents of the Health Care Provider or of the Body Corporate. Any request for service must be made through the Health Care Provider or the Managing Agent.
- 22.3 Owners and Residents shall not make loans to or give gratuities, gifts or tips to the staff of either the Health Care Provider, or of the Body Corporate or of the Managing Agent.
- 22.4 Owners and Residents shall co-operate with the management and staff of the Body Corporate, the Managing Agent, and the Health Care Provider and will not interfere with the execution of their duties.
- 22.5 Should the Owner or Resident elect not to use the cleaning service of the Health Care Provider, or the gardening service endorsed and/or provided by the Body Corporate, such an Owner or Resident shall not be permitted to make use of an external char, domestic servant(s), gardening service or cleaning service.
- 22.6 Meals will only be provided after completion of the Tijgerzicht building within the Scheme, but interim arrangements will be made by the Developer until such time.
- 22.7 Temporary frail care/health care services will be available and provided once the first Section is occupied.

## **23. INTERNAL DISPUTE RESOLUTION MEETING**

- 23.1 In the event of any dispute arising between an Owner and another Owner, or between an Owner and a Resident, or between an Owner or Resident and the Body Corporate and/or the Managing Agent, the parties to the dispute must engage each other in good faith with a view to resolving the dispute. The parties to the dispute may engage telephonically, and/or in writing and/or schedule a meeting between them.

- 23.2 To notify the Body Corporate and any person against whom a complaint is made of the dispute and for the purpose of holding an internal dispute resolution meeting, the complainant must deliver a signed and completed complaint form to the Body Corporate, per the form prescribed from time to time in terms of the Regulations promulgated under the Act. The Trustees must record their decision and the outcome of any internal dispute resolution meeting in the complaint form.

## **24. EXCLUSION OF LIABILITY**

- 24.1 An Owner or Resident of a Section or any other person present on the common property or using any of the facilities or services of the Body Corporate does so entirely at their own risk. Any claim of an Owner or Resident of a Section or any other person shall be limited to the amount actually recovered by the Body Corporate from the receipt of proceeds of any general public indemnity liability insurance, if recovered. If and to the extent that the Body Corporate does not have any such public indemnity liability insurance, no such person shall have any claim against the Body Corporate, save in the case of bad faith or gross negligence.
- 24.2 Subject to sub-rule 24.1, the Body Corporate, the Trustees, the managing agent or any of the employees, agents or contractors of the Body Corporate shall not be liable for any loss (including consequential loss), injury, loss of life or damage to person or property of any nature whatsoever which any person whosoever may sustain, directly or indirectly, on the Common Property or in the Sections, by reason of any defect to the Common Property or Sections, or for any act done or neglect on the part of the Body Corporate, or the Trustees, the managing agent or by any of the employees, agents or contractors of the Body Corporate.
- 24.3 The Body Corporate, its Trustees and/or its agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and the delivery or non-delivery of goods, postal matter or other property.

## **25. RELAXATION OF RULES**

No indulgence or relaxation in respect of these Conduct Rules shall constitute a waiver or consent, or prevent the enforcement thereof by the Trustees at any time.

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## ANNEXURE "A" - PLANT LIST

<b><u>SHRUBS &amp; GROUND COVERS</u></b>		
	<i>Aloe bainsii</i>	<i>Geranium incanum</i>
	<i>Aloe ferox</i>	<i>Grewia occidentalis</i>
	<i>Arctotis acaulis</i>	<i>Helichrysum petiolare</i>
	<i>Arctotis stoechadifolia</i>	<i>Hibiscus calyphyllus</i>
	<i>Asparagus densiflorus 'Mazeppa'</i>	<i>Leonotis leonurus</i>
	<i>Asparagus densiflorus 'Meyersii'</i>	<i>Nylandtia spinosa</i>
	<i>Asystasia gangetica</i>	<i>Orphium frutescens</i>
	<i>Acmadenia heterophylla</i>	<i>Dimorphotheca juncundua (Osteospermum)</i>
	<i>Agathosma capensis 'Paarl'</i>	<i>Dimorphotheca ecklonis (Osteospermum)</i>
	<i>Agathosma ovata 'Glentana'</i>	<i>Pelargonium citronellum</i>
	<i>Barleria obtusa</i>	<i>Pelargonium betulinum</i>
	<i>Barleria repens 'Purple Prince'</i>	<i>Pelargonium capitatum</i>
	<i>Bauhinia galpinii</i>	<i>Pelargonium cucullatum</i>
	<i>Bulbine frutescens</i>	<i>Pelargonium peltatum</i>
	<i>Bulbinella floribunda</i>	<i>Portulacaria afra</i>
	<i>Carissa macrocarpa</i>	<i>Plectranthus ciliatus</i>
	<i>Carissa macrocarpa 'green carpet'</i>	<i>Plectranthus ecklonii</i>
	<i>Carpobrothus edulis</i>	<i>Plectranthus madagascariensis</i>

	<i>Chlorophytum comosum</i>	<i>Plectranthus neochilus</i>
	<i>Chlorophytum comosum 'Variegatum'</i>	<i>Plumbago auriculata</i>
	<i>Chlorophytum saundersiae</i>	<i>Polygala myrtifolia</i>
	<i>Crassula multicava</i>	<i>Polygala fruticosa</i>
	<i>Coleonema album</i>	<i>Scabiosa africana</i>
	<i>Coleonema pulchellum</i>	<i>Salvia african-caerulea</i>
	<i>Cotyledon orbiculata</i>	<i>Salvia chamelaeagnea</i>
	<i>Cotyledon orbiculata 'folia'</i>	<i>Salvia dolomitica</i>
	<i>Cotyledon orbiculata 'firesticks'</i>	<i>Salvia lanceolata</i>
	<i>Dodonaea angustifolia</i>	<i>Scabiosa columbaria</i>
	<i>Dodonaea viscosa</i>	<i>Scabiosa incasa</i>
	<i>Elegia tectorum</i>	<i>Searsia crenata</i>
	<i>Euphorbia mauritanica</i>	<i>Senecio tamoides</i>
	<i>Felicia amelloides</i>	<i>Strelitzia juncea</i>
	<i>Felicia echinata</i>	<i>Strelitzia reginae</i>
	<i>Freylinia tropica</i>	<i>Strelitzia parvifolia</i>
	<i>Gazania krebsiana</i>	<i>Sutera cordata</i>
	<i>Gazania rigens</i>	<i>Tecomaria capensis</i>
<b><u>BULBS &amp; CORMS</u></b>	<i>Agapanthus africanus 'nana'</i>	<i>Kniphofia uvaria</i>
	<i>Agapanthus africanus</i>	<i>Tulbaghia violacea</i>
	<i>Agapanthus praecox</i>	<i>Tulbaghia violaceae 'Silver Lace'</i>

	<i>Chasmanthe aethiopica</i> <i>Clivia miniata</i> <i>Dietes bicolor</i> <i>Dietes grandiflora</i> <i>Kniphofia praecox</i>	<i>Watsonia pillansii</i> <i>Chasmanthe aethiopica</i> <i>Chasmanthe floribunda var duckittii</i> <i>Wachendorfia thyrsifolia</i> <i>Zantheschia aethiopica</i>
<b><u>LAWN</u></b>	<i>Cynodon dactylon</i>	<i>Stenotaphrum secundatum</i>
<b><u>CLIMBERS</u></b>	<i>Clematis brachtiata</i> <i>Rhoicissus digitata</i> <i>Rhoicussus tomentosa</i>	<i>Jasminum multipartitum</i> <i>Senecio tamoides</i> <i>Thunbergia alata</i>