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**WATERFRONT CASCADES BODY CORPORATE**

**COMPRISING: CASCADES I & II**

**CONDUCT RULES**

**1. PRELIMINARY**

- (a) The rules contained in this schedule shall not be added to, amended or repealed except by special resolution of the members of the Body Corporate in accordance with the Act.
- (b) These Conduct Rules, the provisions of Management Rule 68, and of Section 44 of Act 95 of 1986, as amended from time to time, are applicable to and binding upon all owners of units, tenants, and other occupiers of sections. It shall be the responsibility of an owner to ensure compliance with these provisions by all occupiers of his or her section, and his or her visitors, employees, and contractors.
- (c) Irrespective of (b) above, it remains the duty of an owner to ensure that the occupiers of his section observe and comply with the relevant provisions of the Act, Management Rules and these Conduct Rules.
- (d) PREAMBLE

We, the owners of Waterfront Cascades 1 & 2 see Cascades as a pleasant residential complex with units. We acknowledge that these units are populated by different families and individuals. As such the proximity and density of people to one another must be regulated so that every resident may have the full and unfettered enjoyment of their respective rights.

The affording of the full and unfettered enjoyment of resident's rights is central to the pleasant co-habitation of Residents and the maximizing of the market value of the individual units within the complex and these Rules are primarily designed



and intended to achieve this end and, in general, to promote order and pleasant cohabitation in the complex.

**These rules cannot replace informal communication and normal conflict resolution between neighbours. Residents are encouraged to pursue informal and direct contact with neighbours and other Residents where conflict or other friction arises and Residents are reminded that it is not the function of the Body Corporate or the Trustees to solve all domestic problems between Residents.**

These Rules are however designed to lay down strict rules where practical and the adherence to the eto is an absolute prerequisite for residency in the complex. Rules are necessary so that certain minimum standards for conduct may be set whereby disputes between Residents are minimized and standard of living can be maintained in pursuance of the abovementioned objectives. Be it there for resolved that:

## 2. INTERPRETATION

**These Rules are to be interpreted in such a way as to prefer validity and lawfulness of Rules in preference of unlawfulness of Rules. Fines may be levied on any transgression. The headings of sections do not form a part of the Rules and are merely for reference. The singular will also refer to the plural and the male to female and vice versa. Above all the Rules are to be interpreted to insure peaceful co-habitation and the securing of the rights of Residents. In any dispute regarding the interpretation of the Rules the Trustees interpretation will be authoritative but may be challenged at a general meeting of the Body Corporate.**

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

- (a) "Act" means the Sectional Titles Act No 95 of 1986, as amended from time to time.
- (b) "Trustee" includes an alternate trustee.

- (c) Words importing the singular shall include the plural, and the converse shall also apply.
- (d) The words used shall bear the meanings ascribed to them in the Act.
- (e) The headings to rules are for convenient reference and do not affect the interpretation of the rules.
- (f) "The Complex" means Waterfront Cascades Sectional Title Complex situate at The Tygervally Waterfront, Bellville, with sectional scheme number SS .....
- (g) "The Conduct Rules" means this body of Rules that constitutes the Conduct Rules of Waterfront Cascades Sectional Title Complex. "The Rules" shall have a corresponding meaning;
- (h) "Residents" or "occupiers" is a collective term referring to all owners of units (whether they reside in the complex or not), tenants, visitors to Residents, children of owners, tenants or visitors and:

All other persons entering the complex on invitation of a resident; and/or

All other persons visiting a resident for any reason whatsoever; and/or

All other persons under the control of a resident or present in the complex by virtue of the indulgence of a resident; and/or

Any other person that is, by law or general application, subject to the Rules of a Sectional Title Complex.

- (i) These rules apply to all Residents as defined above **notwithstanding any term to the contrary in any lease or sale agreement.**

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### 3. REFUSE DISPOSAL

An owner, occupier or resident of a section shall-

- (1) if so directed by the Trustees in terms of sub-rule (5), maintain in an hygienic and dry condition, a receptacle for refuse within his section, or on such part of the common property as may be directed by the Trustees in writing;
- (2) ensure that before refuse is place on any such area, it is. securely wrapped in suitable, strong plastic bags, and in the case of tins or other containers, that they are completely drained. Residents must comply with regulations laid down by the local and central authorities in this regard.
- (3) for the purpose of having the refuse collected, place such plastic bags within the available refuse bins at the times designated by the Trustees in directiveE; issued in terms of sub-rule (5);
- (4) when the refuse has been collected, promptly return the receptacle, if any, to his section or other area referred to in sub-rule(1);
- (5) **comply with any directives issued by trustees from time to time regarding the disposal of refuse, and not dispose or allow the disposal of any refuse, waste, or rubbish in any other manner than as provided in this Rule and such directives.**

### 4. LITTERING

- (1) An owner or occupier of a section shall not deposit, throw, or permit or allow depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- (2) An owner or occupier of a section may not throw any matedal / liquids or object(s) over balcony walls/ railings.



- (3) Smokers on balconies must dispose of cigarette butts and ash in an ashtray and not over the balcony/ railing.
- (4) Shaking of carpets or disposal of dust, refuse or the like over the balcony walls is not permitted. Washing / cleaning of balconies is only permitted with a mop. Any water spillage must be mopped up before it spills over on to another balcony or anywhere on the common property.
- (5) Owners and occupiers, when clearing their post-boxes must remove all .items there from and not dispose of any items or material in the foyer. Such items and material must be deposited in the waste bins of the relevant sections.

## 5. **SMOKING**

**No smoking will be permitted on the common property, including foyers, lifts, and garages, walkways and basement.**

## 6. **BRAAIS ON BALCONIES**

Open fires or braaiing / barbeques by any means i.e. gas, weber, coal, wood, electric braai, briquettes are **NOT** allowed in or on balconies, stoeps, terraces, gardens or yards or any part of the common property.

## 7. **APPEARANCE FROM OUTSIDE**

- (1) The owner or occupier of a section shall not place or do anything on any part of the common property, section, or exclusive use area, including balconies, patios, steps and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) Owners and occupiers must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All blinds, curtains or linings to curtains, when viewed from outside, must be of neutral colour or white, acceptable to the Trustees in their discretion.



## 8. SIGNS AND NOTICES

- (1) No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from the outside of the section, without first obtaining the written consent of the Trustees.
- (2) The Trustees may remove such sign, notice, billboard or advertisement in the event of no written permission having been obtained. Such removal and any restoration which may be reasonably required will be effected at the cost of the owner and such owner and/or occupier shall have no-claim against the Trustees or Body Corporate as a result of their functions performed in terms of this provision.

## 9. USING THE LIFTS

- (1) No smoking is allowed in the lifts
- (2) Owners and occupiers must ensure that children under their supervision do not play in or with the lifts.
- (3) Protective blankets must be used in the lifts during a move, removal and/or delivery of goods, material, furniture or appliances (also see paragraphs 19.6 and 24.5 hereunder).
- (4) Littering or vandalism of the lifts are not allowed.

## 10. LAUNDRY

An owner or occupier of a section shall not erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be **visible** from outside the buildings or from any other sections. In particular no clothes, washing, linen or other items may be hung over balcony walls or in windows or corridors or any other place where they will be visible to the public or other occupiers.

11. **ANIMALS, REPTILES, BIRDS AND INSECTS**

- (1) No pet, be it an animal, reptile, bird or insect, shall be kept in a section or on the common property.
- (a) unless the written consent of the Trustees has been obtained.
- (2) Subsequent to Rule 1 no further animals may be kept or allowed in a section or on the common property.
- (3) The Trustees may withdraw their consent in the event of any breach of a condition imposed upon the keeping of an animal, upon which the owner or occupier must, within 30 (thirty) days, or such shorter period as the Trustees may consider necessary, remove the animal, reptile or bird from the section and the Common property.
- (4) Owners and occupiers shall ensure that their animals do not foul the common property, nor cause a nuisance to any other owner or occupier. These requirements shall be regarded as conditions imposed by trustees.

The removal of the excrement of any animal is the responsibility of the relevant animal's owner. Failure to comply with this rule is also liable to a penalty.

- (5) Upon the breach of, or non-compliance with, the provisions of this Rule, the owner of the relevant section may become liable for a penalty or penalties imposed under Rule 19, or the pet(s) will be removed.
- (6) In suitable circumstances, the Trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of an animal, reptile, insects or bird from a section or the common property, and the owner of the relevant section shall be liable for such costs as are referred to in Management Rule 31(5), relating to the application.

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( No dogs may stray on the common property without being on a leash. If a dog without supervision is found on the common property, the owner will be warned in writing once, after which a penalty will be imposed. If the pet is not wearing a name tag, it will be removed from the premises by the Trustees at the cost of the owner.

## 12. ERADICATION OF PESTS

- (1) An owner shall keep his section free of white ants, borer and other wood destroying insects and any other pests i.e. lice, fleas, cockroaches and to this end shall permit the Trustees, the managing agent, and their duly authorized agents or employees, to enter upon his or her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests.
- (2) The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

## 13. GARDENS / EXCLUSIVE USE AREAS

- (1) Residents are responsible for the maintenance and upkeep of their exclusive use areas and are in particular responsible for the removal of all refuse originating from their exclusive use areas. All cuttings have to be placed in a black bag and in the refuse bins as supplied for removal by the Municipality. And where this is impractical the relevant resident must arrange for removal of such refuse themselves.
- (2) No plant, natural vegetation, or flower may be picked, trimmed or damaged, nor may any natural fauna be harmed or any damage **or change** be caused to garden areas of the common property, without the written consent of the Trustees.

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- (3) An owner or occupier shall not cause or allow any garden tools or other equipment to be left or kept in a place where they are visible from other sections or any part of the common property.
- (4) Exclusive use areas are to be kept neat and well maintained at all times. Should a Resident plant or have planted, any trees or shrubs that may cause damage / inconvenience to roads or section, it will immediately be removed by the Body Corporate at the cost of the Resident concerned.
- (5) No resident will utilize the garden area or allow this area to be used in such a manner that will jeopardize the safety, or ruin the landscaping in any way or to cause any damage to the common property. No permanent constructions are allowed to be erected on the exclusive use area. Residents will ensure that no damage occurs to plants, shrubs or any part of the garden area by any family members or visitors to the complex. Residents are specifically obliged to ensure that the flow of water to adjacent areas do not cause damage and is not excessive.
- (6) Garden pots may be placed in the balcony areas; they must all have drip trays and be painted cream or may be of the terracotta colour and must blend in with the surroundings.
- (7) The Body Corporate, acting through the Trustees or otherwise, will be entitled to enforce these Rules against any Resident and will furthermore be entitled to take legal action in the enforcement of the Rules and the penalties payable on an attorney-and-client scale by the Resident.
- (8) The Trustees are hereby empowered to deal with any issue that might have any relation to the Rules and for which no provision has been made in these Rules.

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14. **OBSTRUCTIONS**

Owners or occupiers may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular access to staircases, passages, landings, and stairwells must be kept clear at all times.

15. **NUISANCE AND NOISE**

- (1) In general, all owners and occupiers shall ensure that their use of the common property, facilities, and of sections, and their conduct and activities, and that of the members of their households, their guests and their visitors, area at all times carried out-
- (a) in compliance with the provisions of the Act, Management Rules and Conduct Rules;
  - (b) does not cause a nuisance or disturbance in any manner **whatsoever** to other owners or occupiers; and
  - (c) does not, in the opinion of the Trustees, detract from the reputation of the complex or detrimentally affect the market values of units.
- (2) All television, radio, and other appliances emitting sound, including musical instruments, and talking or singing must be kept at audio levels which do not disturb other occupiers and which are reasonable in the discretion of the Trustees.
- (3) Sundays and every other day before nine o'clock in the morning and after five o'clock in the evenings on every other day **are quiet times** and should be obeyed at all times. Disturbances of whatever kind will not be allowed during the specified hours.



- (4) If social functions are held outside on Fridays or Saturday evenings reasonableness must be used as a guideline and consideration be given to neighbours. Noise must be kept to a reasonable level and no noise may be made after 23h00 on Fridays and 22h00 on Saturdays without the prior written approval of the Trustees and consent of the neighbours concerned, which must be obtained before permission is sought from the Trustees.
- (5) No games, including ball games, may be played on the common property **(including lawns)**, parking bays or in garages.
- (6) The use of roller blades, roller-skates and skateboards are strictly forbidden due to the noise and risk associated therewith. Residents are reminded that the Body Corporate and trustees cannot be held liable for the negligence of any individual.
- (7) **Motorcycles/motor vehicles and bicycles may only be used as formal transport to enter and leave the common property. This must occur along the defined routes, and not on any paths or other parts of the common property. Motorcycles and bicycles may not be used for any other purpose or any other manner on the common property, including exclusive use areas.**
- (8) The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case\_ of an emergency. Any noise caused by a motor vehicle or motorcycle which, in the discretion of the trustees, is causing a disturbance, shall be regarded as a contravention of these rules.
- (9) Children must be supervised at all times. Parents/guardians may not let their children wander or play unsupervised in the complex and the Body Corporate and trustees will not be liable for any injury or damage suffered as a result of children acting unsupervised in the complex.

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r (10) Parents/Guardians/Hosts of children who do not obey the Rules will be liable for penalties relevant to those transgressions. Children must be made aware of the Rules and especially of silent times.

(11) Parties or all of the above mentioned are to be stopped at 24h00. Shouting on the common property or in a section is prohibited.

## 16. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

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


(2) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections on any part of the common property.

(3) No firearms (including airguns) may be discharged in a section of any part of the common property, except under such circumstances which would reasonably justify the use of a firearm for self-defence and related purposes.

## 17. VEHICLES

(1) No person (Residents / "Live in" / Live Partner/ Room Mate / Permanent Visitor) may park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, other than in a parking bay allocated to him / her as an exclusive use area, or in an area demarcated and approved for that purpose by the Trustees.

(2) No visitors parking exists inside the complex basement / garage and visitors are to park on the limited visitors parking for a maximum of 24 hours. It is the responsibility of the Resident to ensure that visitors to the complex do not park



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inside the basement of the complex unless prior permission was granted by the trustees.

- (3) Vehicles parked in allocated bays must display a visitor/ resident parking permit.
- (4) No person may park or leave a vehicle in a manner or position which obstructs the flow of traffic or access to or egress from doors, garages or parking bays. One vehicle may not occupy two parking bays, or protrude beyond the boundaries of a parking bay.
- (5) Owners may not rent more than one parking bay over and above the bays allocated to them. No tenant may sublet parking bays without the prior written consent of the owner and Body Corporate.

The individual letting the relevant bay must ensure that the bay is kept tidy at all times and will be liable for damage caused to the relevant parking bay.

Owners are to ensure tenants parking needs are accommodated.

Failure to adhere to the above the Body Corporate or Trustees will impose a charge to the owner's levy account for the provision of parking if available.

- (6) No vehicle may use more than one parking bay and parking is only allowed on the specifically allocated parking areas or garages for each unit. No parking is allowed on the circular throughway in the basement. The flow of traffic may only take place in the indicated direction and, in the interest of safety; drivers are forbidden from deviation from this rule.
- (7) No caravans, trucks, trailers, boats, busses, or similar heavy vehicles, within accordance of point 3, are allowed on the common property without the prior written consent of the Trustees, which consent may be given subject to conditions which must be observed. Only vehicles weighing less than 2 ton will be allowed to deliver or collect goods inside the complex.

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- (8) Owners and occupiers must ensure that their visitors and guests, including contractors and workmen, observe sub-rules (1)(2) and (3).
- (9) The Trustees may further cause adhesive stickers indicating that the vehicle is illegally parked to be pasted on illegally parked vehicles windows. If the same vehicle, after the use of a sticker, continues to be illegally parked trustees may remove or cause to be removed or towed away, or its wheels to be clamped, at the risk and expense of the owner of the vehicle(s), including payment of a release penalty to be determined by the Trustees from time to time, any vehicle parked, standing or abandoned on the common property in contravention of these rules.
- (10) Owners with parking bays which are registered as sections may request, and hereby authorise the Trustees to remove or cause to be removed or towed away, or its wheels to be clamped at the risk and expense of the owner of the vehicle(s), including payment of a release penalty to be determined by the Trustees from time to time, any vehicle parked, standing or abandoned on such parking sections without the permission of the relevant owner or occupier.
- (11) No owner, occupier, or their visitors and guests, including contractors and workmen, may use or allow the use of an exclusive use parking bay, unless such owner or occupier is entitled to the use thereof.
- (12) The parking of a vehicle is done at the risk of the owner of the vehicle and no responsibility or liability shall attach to the Body Corporate or its agents or employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer as a consequence of his vehicle having been parked on the common property or anywhere else.
- (13) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, including contractors and workmen, do not drip fuel, oil, brake fluid or other substance on the common property or in any other way deface the common property.

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(14) No owner or occupier shall be permitted to, or allow another person to, dismantle or effect repairs to any vehicle on any portion of the common property, an -exclusive use area or in a section.

(15) Owners and occupiers of sections shall observe, and ensure that their visitors and guests, including contractors and workmen-

(a) Observe and obey all road signs on the common property and do not drive their vehicles on the common property in a manner which causes a risk or danger to persons or property, or a nuisance to their persons, in the opinion of the Trustees;

(b) Do not drive a vehicle or allow it to be driven without the driver being properly licensed, as required by law in respect of public roads;

(c) Do not sound their hooters within the boundaries of the scheme, except in the event of an imminent emergency.

(16) No person may reside or sleep in a vehicle, trailer or caravan, or in a garage or carport, or on any part of the common property.

(17) Vehicles may not exceed a speed of 20 kilometres per hour on any part of the common property.

(18) Every owner and occupier shall comply with any directives issued by trustees from time to time regarding the parking of vehicles.

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(19) Notwithstanding any penalties which may be imposed under the provisions the above sub-rules, an owner or occupier which is in breach or non-compliance with the provisions of this rule, or any directives issued in terms hereof, shall render the relevant owner subject to the imposition of a penalty or penalties in terms of Rule 26.

(20) No washing of motor vehicles is allowed on any common property.

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18. **USAGE, LETTING AND OCCUPANCY OF UNITS**

- (1) All tenants of units and other persons granted rights of occupancy by° any owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- (2) An owner and/or letting agent must notify the Trustees / Managing Agent in writing within fourteen (14) days of conclusion of an agreement of the tenancy or occupation of his section, the duration of the lease / occupancy the number of occupiers together with their names, contact numbers, e-mail addresses, number of cars and registration numbers thereof, ID numbers and extra parking bays.
- (3) An owner shall, prior to occupancy being taken by a tenant or other occupier-
  - (a) Inform his tenant / occupier of his duties to observe the Conduct Rules and trustees' directives; and
  - (b) Furnish the Trustees within fourteen (14) days from conclusion of the lease / occupancy agreement with a copy of the Conduct Rules duly signed by the tenant /occupants.
- (4) The number of residents permitted to reside in any unit at Waterfront Cascades is restricted to the following:-

Bachelors flats - no more than one (1) adult or one (1) adult and one (1) child.

One bedroom flats - no more than two (2) adults and one (1) child.

Two bedroom flats - no more than two (2) adults and two (2) children or three (3) adults.

Three bedroom flats - no more than two (2) adults and four (4) children or four (4) adults.

Four bedroom flats - no more than two (2) adults and six (6) children or five (5) adults.





For the purposes of this rule, a person who sleeps in a section shall be deemed to reside therein.

- (5) No form of "time-sharing" or any similar arrangement, including a scheme whereby ownership is shared between a group of persons, may be concluded, marketed, or conducted in respect of a section. Rental period at the complex shall not be for a period less than three (3) months.
- (6) When a section, an exclusive used area or any part of the common property has been designated for a specific purpose, either directly or by implication and, as designated on the registered sectional plan, no Resident may use or allow that area to be used for any other purpose, or a purpose that will cause offence to any other Resident.
- (7) No auction, or similar sales, jumble sales, or selling, or exhibitions (NO SHOW HOUSES), shall be held on the common property or in a section without the prior written consent of the Trustees, nor may same be used for professional, commercial or industrial purposes;
- (8) An owner shall notify the Trustees forthwith in writing of any change of ownership in, or occupation of his section, of any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or dealing in connection with his section.
- (9) No person may **sleep overnight** or reside in **or on** a section, **balcony**, exclusive used area or other part of the common property, other than **inside** a section intended for residential purposes.
- (10) No owner or occupier shall subdivide or partition a section or any part thereof without the prior written consent of the Trustees, which consent may be given subject to reasonable conditions. Such consent may be withdrawn if the prescribed conditions are not complied with.

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(11) No Resident shall perform or allow to be performed anything in this unit, or on the Common Property that is illegal, unlawful or unreasonable or that will increase, or possibly increase the premium of the Insurance Policy that is payable by the Body Corporate, or that might invalidate the insurance of the Body Corporate. The onus is on the Resident to verify the terms of the insurance policies of the complex if the storage of any hazardous material is contemplated.

(12) Residents are responsible for behavior of their visitors/ guests / live-ins.

**19. DAMAGE, REPAIRS, MAINTENANCE ALTERATIONS, RENOVATIONS, OR ADDITIONS TO SECTIONS AND COMMON PROPERTY**

(1) It is recorded that the exterior of sections, including windows and doors, are part of the common property and that as such, (save as provided in the Act, Management Rules, and these Conduct Rules), no owner or occupier may alter, damage, improve or add thereto in any manner.

(2) As far as minor alterations, fixtures or additions are concerned; an owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the Trustees

(3) (a) Notwithstanding sub-rule (1), an owner or person authorized by him, may install:

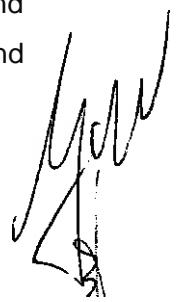
(i) Any locking device, safety gate, burglar bars or other safety device for the protection of his section; after which the maintenance thereof will be for the Resident's account or

(ii) Any screen or other device to prevent the entry of animals or insects;

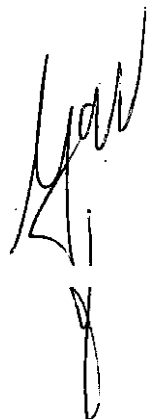
Provided, that the Trustees have first approved the nature and design of the device and the manner of its installation.



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- (b) All security screens or bars to sections must be expandable 'Trellidor' or other design approved by the Trustees in writing, and must be finished in white epoxy coating.
  - (c) All security doors to sections must be white epoxy coated and of 'Trellidor' as approved by the Trustees or other design approved by the Trustees in writing. Details of such design are obtainable from the Trustees.
  - (d) All front doors must remain white.
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- (4) No radio or television aerials, satellite dishes or similar items may be attached to any part of the exterior of buildings, including balconies. In the event of common systems being installed by the Body Corporate for the reception and distribution of communication signals, all owners shall be liable to contribute towards the costs of installation and maintenance thereof, whether upon the basis of participation quotas or as a service cost, as may be decided by the members by majority vote.
  - (5) The Trustees are authorized, after seven (7) days written notice having been given to the relevant owner and occupier, to remove, or cause the removal, and or restitution of. any alteration, improvement, fixture or addition effected in contravention of sub-rules (1), (2) (3) and (4) above, at the risk and expense of the owner or occupier concerned, who shall have no redress against the Body Corporate or its trustees, employees or contractors for any damage resulting there from.
  - (6) An owner shall be liable for any damage caused by themselves or the occupiers of his or her section or their visitors and guests, including contractors and workmen, to the common property, including lifts.
  - (7) A request for trustees' consent or approval contemplated in sub-rules (2) or (3) must be made in writing to the Trustees and must be accompanied by plans and specifications sufficient to explain the nature, shape, size, material colour and location of the proposed item.
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- (8) Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this rule shall be kept by the owner concerned in a state of good repair and in a clean, neat, hygienic and attractive condition, at his own expense, in absence or which trustees may, after having given thirty (30) days written notice to such effect, have the necessary done to remedy the owner's failure. Any expenses so incurred may be recovered from the owner concerned and may be added to his levy account.
  - (9) In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition.
  - (10) Any work done in pursuance of this rule, must be done-
    - (a) During the hours 08:00 to 17:00;
    - (b) On weekdays;
    - (c) Not during the Easter Holiday inclusive of the Thursday before, and the Tuesday after or during the period 15<sup>th</sup> December to 10<sup>th</sup> January, any other public holidays, Saturdays and Sundays;
    - (d) With the minimum of discomfort, disturbance obstruction, and nuisance to other occupiers;
    - (e) And must be concluded as expeditiously" as possible, within the time specified, if any.
  - (11) If any work done by or on behalf of an owner in pursuance of the provisions of this rule results in expenses being incurred by the Body Corporate, whether it be

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( by obstructing the employees or contractors in the performance, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his levy account.

(12) Any structural alteration affecting more than one section and / or a section and the common property, an alterations or work to plumbing, conduits, and electrical installations, may only be carried out after-

(a) Compliance with all relevant provisions of the Act and the Rules; and

(b) Obtaining written approval of the local authority, if applicable; and

(c) Obtaining the written consent of the Trustees.

(13) All structural alterations and alterations to, or repairs of, plumbing, conduits, and electrical installations, must be done by qualified persons and the work must comply with standards required by the local authority.

(14) No owner may require the managing agent, or any employee or contractor of the Body Corporate to assist with any work to the interior of his section, or work to the exterior as contemplated in this rule.

f . (15) Whereas an owner may affect alterations to the interior of his or her section, no work may be done to weight-bearing walls without the written consent of the Trustees, who may impose conditions.

(16) 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 structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building, and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section:-



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- a. An application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their provisional consent.
  - b. The Trustees may grant provisional consent, or refuse such content with reasons being furnished. The consent may also be accompanied by reasonable conditions.
  - c. If provisional consent is given, the owner must proceed to have building plans prepared and approved by the Municipality (if required), which may not deviate from the sketch plan.
  - d. Before final approval, the owner must canvass the comments of neighbours, and submit same to the Trustees for consideration.
  - e. A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the Trustees.
  - f. If considered necessary by the Trustees, they may consult an architect, engineer, legal advisor or other professional consultant regarding the proposed alterations. Costs resulting from the consultation are for the owner's account.
  - g. Within 14 days of obtaining all the required information and advice, the Trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused reasons must be given. The consent may also be accompanied by reasonable conditions. An owner may not proceed with the work without such consent.
  - h. A deposit as determined by the Trustees from time to time, shall be payable by the owner, before work may commence.

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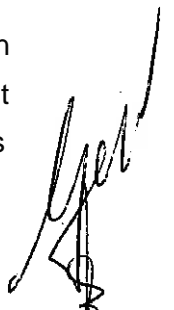
- i. No balconies, stoeps or patios may be enclosed without prior consent from the Trustees, and trustees may dismiss applications therefore without further consideration.

(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 kitchens and other cupboards, sanitary ware, and floor coverings:-

- a. An application to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their consent to proceed.
- b. The Trustees shall, within 14 days, convey their consent to proceed, with or without conditions and or directives as to access and the maintenance of security, to the owner, or inform him why such consent cannot be given. An owner may not proceed with the work without such consent.
- c. A deposit as determined by the Trustees from time to time, shall be payable by the owner, before work may commence.

(18) In respect of all work done at the instance of an owner or occupier of a section, the following shall apply:-

- a. The owner accepts responsibility, and shall be liable to the Body Corporate (or owners, as the case may be), for any damage caused by him, his workmen, or contractors, to common property or other sections, and indemnifies the Body Corporate against such damage or any claims arising there from.
- b. The owner is responsible to ensure that his workmen or contractors clean up the common property each afternoon before leaving the site, without leaving any rubble or dirt whatsoever. IF this is not done, the Trustees



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may cause it to be done at the expense of the owner, including a penalty which the Trustees may determine from time to time.

- c. The electricity supply of the Body Corporate may not be used without the specific consent in writing of the Trustees, who may assess the costs of such usage from the account of the owner.
- d. All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.
- e. Any deposit payable in terms of this rule shall be paid before commencement of work and shall be repayable 60 days after completion, subject to any deductions made by the Trustees.

(19) It is hereby recorded that the following alterations to sections were effected at the time of establishment of the scheme, and shall be exempt from the above provisions:

Section No	Deviation

- f. All charges, damages, expenses and penalties raised against the owner in terms of this rule, are payable upon demand and, if unpaid, trustees may deduct such items from the owner's deposit and/or add the amount to his levy account.
- g. The owner must ensure that his workmen and contractors comply with the relevant provisions of this rule.





(20) All exterior woodwork will be maintained by the Body Corporate although Residents are responsible for the replacement of all wooden window and doorframes that are due for replacement. Residents must report maintenance needs to the Body Corporate immediately and in writing.

(21) It is the duty of every Resident to identify the position of the water stopcock to his section if it should be needed in an emergency.

## 20. DOMESTIC EMPLOYEES

(1) The commons property and all facilities, if any, shall be used by servants of owners or occupiers in such a manner and at such times as may be prescribed by the Trustees by means of directives from time to time, which directives shall be observed and adhered to by all owners and occupiers.

(2) The owner or occupier shall inform his employees of the requirements of these rules and shall be responsible for the conduct of his or her employees.

(3) Domestic employees are not allowed to receive visitors on the common property or in sections, and owners and occupiers are obliged to inform them accordingly.

(4) An owner or occupier shall ensure that his or her employees comply with the Management and Conduct Rules, do not do anything which may constitute a nuisance or annoyance to any other servant, owner or occupier and that his employees use the facilities only for the purposes for which they are intended.

(5) The provisions regarding occupancy, contained in Rule 10, are also applicable to servant's quarters.

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**21. STAFF**

The Trustees of the Body Corporate are specifically authorized to employ management and/or staff and/or cleaners and maintenance staff to keep all portions of the common property in a proper state of cleanliness and repair and the cost of such employment shall be an administrative expense chargeable to the fund established by the Body Corporate, provided, however, that nothing herein or elsewhere contained shall be construed as obliging the Trustees of the Body Corporate to maintain the interior of any section in a proper state of cleanliness, such maintenance of the interior of the section being the sole responsibility of each individual sectional owner, who undertakes to keep the interior of his section in such a proper state of cleanliness and in a hygienic condition. No owner may, in any circumstances, interfere with the schedule of times of service of the complex and any complaints concerning this work shall be made to the Chairman of the Trustees of the Body Corporate in writing.

Residents will at all times give their full co-operation to the Caretaker or Managing Agents whilst performing their duties.

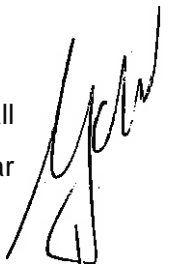
**22. INSURANCE EXCESS PAYMENT**

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If an owner intentionally or negligently fails to repair or maintain his section in a state of good repair as required by section 44(1) (c) of the Act, and in consequence of such failure, the section of another owner is damaged, such damages being foreseeable by the offending owner, then the offending owner shall, notwithstanding any other claim against him, also be liable to pay the excess to the insurer, in the event of an insurance claim.

**23. SAFETY & SECURITY**

- (1) Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers, **visitors**, and their property are preserved, and in particular must-

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- (a) ensure that upon entering or leaving, all security doors and gates are properly closed; and
  - (b) that such doors and gates are never opened for persons other than those known to occupy a section or employed by the Body Corporate.
- (2) Trustees may from time to time issue directives for the proper compliance with this Rule.
- (3) Security are on site to guard the premises and should not be intervened with and no abuse of security guards will be tolerated. Security guards should be respected and their instructions should be followed.

#### 24. GENERAL

- (1) The Body Corporate or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest Managing Agent sustain, physically or to his or their property directly or indirectly, in or about the common property, its amenities or in the individual sections or for any act done or for any neglect on the part of the Body Corporate or any of the Body Corporate employees, domestic employees, agents or contractors.
- (2) The Body Corporate or its agents' representative and domestic employees shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- (3) No business or trade may be conducted on the common property or in the sections save with the written consent of the Trustees.
- {4) No stones or **any other** objects may be thrown or propelled on the common property.

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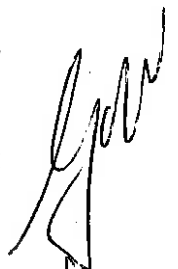
- (5) Moving of furniture or heavy or bulk articles, if any, should be by prior arrangement with the superintendent/ cleaners / Managing Agent.
- (6) No Resident shall use or allow to be used, either personally or through another individual, any unit or area of the complex to for any purpose that will cause a disturbance or an inconvenience of any kind whatsoever to other Residents subject to such other allowances made herein.
- (7) The Trustees are hereby empowered to deal with any issues that might have any relation to the Rules and for which no provision has been made in these Rules.
- (8) No owner or occupier may, without the prior written consent of the Trustees, place, store, or leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left.

## 25. RELAXATION OF RULES

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time, unless given in pursuance of sub-rule (2).

## 26. FINES, ENFORCEMENT OF RULES, LEVIES AND DAMAGES

- (1) Any infringements of these Rules will, after one written warning, be punishable with a penalty of R500,00 in the case of a first violation, R750,00 for a second violation, R1 000,00 for a third and R1 200,00 for a fourth and R1 500,00 for fifth and further violations. Abovementioned fines are enforceable in a court of law and the relevant fine document will be sufficient for the purpose of provisional summons and judgement and any legal costs that might be incurred as a result of this, is payable by the transgressor on an attorney-and-client scale.



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- (2) The fines may be increased in the normal course of the amendments of Rules but the fines will increase automatically by 10 % per year starting from 2005 as the basis year if no amendments are made at general meetings of the Body Corporate.
  - (3) Residents may appeal in writing to a meeting of trustees after the imposition of the relevant fine if they feel that there is merit in the reduction of the fine or the cancellation thereof, which powers the trustees will have. Such written appeal must be lodged at least two days prior to the trustee meeting with the chairman/secretary and not later than seven days after the imposition of the fine after which no appeal may be lodged without leave of the trustees on good cause shown.
  - (4) The only persons who will be authorised to impose fines will be the managing agent and/or a person designated by the trustees and in the absence of such a person, the chairman of the trustees. Such person must issue a fine upon being presented with prima facie evidence of any transgression of the Rules and such person will decide the amount of the fine to be imposed.
  - (5) Fines must be issued in writing not later than 2 days after the alleged transgression except if it was not possible to be issued within that time in which case it must be issued at the first reasonable opportunity thereafter and must specify the date, approximate time, place and nature of the transgression (i.e. the relevant rule and brief description) as well as the person and unit involved. A copy (either carbon copy or photocopy) must be placed in the relevant unit's post box and the original must be forwarded to the managing agent for filing in the register of fines and recording on the relevant unit's account. The notice of the imposition of a fine must also specify the rights of appeal.
  - (6) Parents/guardians/supervisorsof children must take note that they will be held responsible for any damage caused to any property by relevant children as well as any transgressions of the Rules by children and they are obliged to instruct their children not to damage plants, grass, features, fittings or objects.
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- (7) Fines must be paid within calendar 30 days of the fine being issued except if an appeal has been lodged within the prescribed time where after the fine is payable within 30 calendar days after the outcome of the appeal has been communicated to the relevant appellant.
  - (8) Levies are payable in advance before or on the first day of each consecutive calendar month. If any payment is overdue, interest will be levied on arrears at a rate equal to the prime interest rate at that time plus 4% per year, and from the first day of being due and payable. A certificate signed by the Managing Agent or Chairman/woman indicating the relevant interest rate and amount of levies and penalties outstanding at any particular date will constitute proof of the amount thereof and will be sufficient for the purposes of taking Judgment and in particular provisional judgment on a provisional sentence summons.
  - (9) All legal costs pertaining to the collection of levies in arrears will be for the account of the registered owner of the relevant unit in the final instance. Levies and penalties will be recorded and published on the monthly statements of levies and a report on the penalties levied for which transgressions and to which individuals must be made at the annual general meeting.

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