

[YourScheme] BODY CORPORATE

CONDUCT RULES

Rules established for the Body Corporate of Belvedere in terms of Section 35 of the Sectional Titles Act, hereinafter referred to as “the Act”. These rules are effective as from 1 November 2014

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1 PREAMBLE

1.1 The purpose of these Conduct Rules is to permit the occupiers/owners to have full enjoyment of their units and of the common property, as defined and dealt with in the act, without interfering with the rights of the other owners/occupiers, to contribute towards the efficient management of the complex and the protection of the collective interest. Copies of the Act can be obtained from the managing agents at the owners/occupiers own expense.

1.2 These rules may be added to, amended or repealed by Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the addition, amendment or revocation has been registered with the Deeds Office in terms of section 35 (5) of the Sectional Titles Act hereinafter referred to as the “Act”.

1.3 In terms of section 39 of the Act, all functions and duties of the Body Corporate are performed by the Trustees subject to any restriction imposed or directions given at a General Meeting of owners of sections.

1.4 The reference to Body Corporate/Trustees in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instruction of the Trustees.

1.5 In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate or sub-committees to assist them.

1.6 All the rules shall apply *ipso facto* to occupiers and all persons including the Trustees who have obtained the right of occupancy of a section in whatever manner, and no agreement with such occupiers that is contrary to this stipulation shall be binding.

1.7 Owners wishing to sell their unit/s must notify the Estate Agents and or new owners of the Conduct Rules.

1.8 All areas are classed common property except those that are for the exclusive use of the resident.

2 INTERPRETATION

2.1 “Act” means the Sectional Titles Act (Act 95 of 1986 as amended) and any Regulation made and in force there under.

2.2 Words and expressions used shall bear the meaning assigned to them in the Act.

2.3 “Trustee” includes an alternate Trustee.

2.4 “Trustees” means the committee of Trustees

2.5 Words purporting the singular shall also include the plural and the converse shall also apply.

2.6 Words purporting to the masculine gender shall include the feminine and neutral genders and the neutral gender shall include the masculine and feminine genders.

2.7 The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

2.8 “Common property” means all areas, except those that are for the exclusive use of the residents.

2.9 “Residents” also means owners and tenants and their guests and visitors.

3 NON ADHERANCE AND NON COMPLIANCE TO THE CONDUCT RULE

3.1 The following process will be followed for non-adherence and enforcement of the conduct rules

- A complaint should be lodged within 30 calendar days of the transgression.
- First complaint - first written warning.
- Second complaint - second written warning including an admin fee as determined by the managing agent
- Third complaint - third and final written warning – including an admin fee and R350.00 penalty for a minor infringement and R 500.00 for a major infringement.

3.2 Fourth complaint – legal action. Administrative fees and fines will be added to the monthly levy invoice. The owner of the unit will be responsible for claiming the amount back from their tenant. Any complaint lodged by an owner or occupant must be accompanied by sufficient proof in order to make a case against the transgressor.

4 DUTIES OF OWNERS AND OCCUPIERS OF SECTIONS

4.1 The attention of owners and occupiers of sections is drawn to rule 68 of the Management Rules contained in the regulations of the Act (Duties of Owners and Occupiers of sections) and to section 44 of the Act.

5 DOMICILIUM CITANDI ET EXECUTANDI AND REGISTER OF OWNERS

5.1 In terms of the Management Rule 3, the *domicilium citandi et executandi* of each owner shall be the address of the section registered in his name: Provided that such owner shall be entitled from time to time to change the said *domicilium* but that any new *domicilium* selected shall be situated in the Republic of South Africa, that the change shall only be effective on receipt of written notice thereof by the body corporate at the *domicilium* of the body corporate

5.2 An owner must notify the trustees forthwith of any change of ownership of his section in order to maintain a proper record of registered owners.

5.3 A record of registered mortgagees will be maintained of all mortgages of whom the body corporate has been notified in writing.

5.4 The *domicilium citandi et executandi* of the body corporate is care of the address of the managing agent.

6 SUPPLY OF OCCUPIERS PARTICULARS BY NON-RESIDENT OWNER

6.1 Owners must supply full particulars of occupiers of their sections and any changes as they take place, to the Trustees before such occupiers take occupation. This is essential not only for good order and security, but also to identify who is entitled to be on the premises. Written notification “**Addendum A**” is to be used for this purpose (Addendum A may be changed as and when the need arises and does not require approval at a General Meeting).

6.2 Owners must also notify the Trustees and keep them informed as to the agent, if any, who does the letting on their behalf.

6.3 Such owners shall fully and clearly instruct their agents as to the said owner’s obligations with respect to these Rules, and shall further instruct their agents that only person acceptable to and congenial with the community of the scheme shall be selected as occupiers.

6.4 Visitors shall sign the visitors register and will only be allowed to enter the premises once security has established that the visited party is willing and able to accept visitation.

7 CONDUCT

7.1 Residents are to ensure that they are appropriately dressed and behave themselves in an appropriate manner when they are in communal areas.

7.2 No loitering will be permitted in communal areas.

7.3 Residents shall not conduct parties or private functions in parking or communal areas.

7.4 Use of consumption of alcohol or illegal substances in the communal areas are strictly forbidden.

8 OCCUPIERS AND VISITORS

8.1 An owner who lets a unit/s must ensure that the occupier has a copy of the Conduct Rules.

8.2 Owners shall further ensure that occupiers or occupants undertake in writing to abide by the Conduct Rules and conditions therein.

8.3 All occupiers of sections and other persons granted rights of occupancy by any owners of the relevant section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

8.4 Occupants are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of, understand these Conduct Rules.

8.5 Visitors shall sign the visitors register and will only be allowed to enter the premises once security has established that the visited party is willing and able to accept visitation.

9 NUMBER OF PERSONS RESIDING IN EACH UNIT

9.1 A maximum of two (2) adults per bedroom or three (3) children per bedroom only may reside permanently in a section at any time.

9.2 Should this maximum be exceeded, it will cause additional expenses with regard to the quantity of water used, sewerage, and refuse removal as well as lack of parking arrears and even damages to the common property systems. In such instances, the trustees will be entitled to take the necessary steps to reduce the number of owners/residents residing in a section.

10 CHILDREN

10.1 Children of owners/residents and visitors shall be controlled and supervised in order to avoid damage to the common property and resident's/owners personal property. ***Fine for damage to common property: R500 or the cost to repair the property back to its original (or better) state. In such a case the higher amount will be levied.***

10.2 Owners/residents must ensure that their children do not tamper with electrical switches, taps, name plates, trees, plants, adornments and any other apparatus and fittings including garden items. ***Fine: R500.***

10.3 Children must be supervised at all times when playing on common property. ***Fine: R350.***

10.4 Ball games shall not be permitted on the common property. ***Fine: R350.***

10.5 Children are not allowed to play near or around motor vehicles parked, or in any area designated for motor vehicle use. ***Fine: R500 or the cost of the damage to the vehicle, whichever is greater.***

10.6 Skating or the use of skateboards and similar items on the common property is strictly prohibited. ***Fine: R350.***

10.7 No BB guns, catapults (ketties) pellet guns or any other dangerous objects that may be harmful to anybody are allowed to be used in the scheme. ***Fine: R500.***

10.8 Children are not allowed to climb or play on any roof, transformer or boundary walls. ***Fine: R 350.***

10.9 When playing on the Common Property, children may not damage the plants or flowers. ***Fine: R350.***

10.10 The Body Corporate of Belvedere will not be responsible for any injury sustained by a child or children disobeying the Conduct Rules.

11 DOMESTICS AND LABOURERS

11.1 Occupants shall ensure that their employees do no cause excessive noise in their section or on the common property. ***Fine: R350.***

11.2 Employees are not allowed to loiter on the common property or to remain overnight on any part of the common property. ***Fine: R350.***

11.3 Should employees contravene these Rules; the Trustees reserve the right, if justified, to refuse such employee entry to the common property after notifying the employer.

11.4 No employee shall be allowed on the common property after 20:00 without the consent of the Trustees.

11.5 It is the responsibility of the owner/occupier to request security, in writing to allow access to employees. Written notification "**Addendum B**", as well as a copy of the ID document of the employee, is to be used for this purpose (Addendum B may be changed as and when the need arises and does not require approval at a General Meeting).

11.6 Owners/occupiers own employees will only be allowed to enter the complex on presentation of a valid identification and by positive identification by the guard on duty.

11.7 The toilet facility at Caretaker's residence by the Pool is for the use of domestic and garden workers. The toilet facility at the guardhouse is for the sole use of the guards. **Fine: R350.**

11.8 Employees, Labourers, contractors or any other third parties may not be provided with remotes to gain access to the property. **Fine: R350.**

12 EMPLOYEES & HAWKERS

12.1 The employees, if any or contractors of the body corporate shall not be interfered with. They receive orders from the trustees or the caretaker only.

12.2 No hawkers, sales persons or persons canvassing for religious purposes shall be allowed on the common property.

13 PETS

13.1 NO animal, reptile or bird will be allowed on his section or common property under any circumstances. Owners are allowed to have small pets such as hamsters or fish. **Fine: R350. This fine will be levied every month the owner or tenant is in contravention of the rule.**

13.2 Strict action will be taken against residents in the event of any breach of any condition prescribed in terms of sub rule (2), which may include the removal of the offending animal by the SPCA, the owner be fined, the trustees withdrawing any approval, legal action or all of the mentioned actions.

13.3 In the event of breach of any conditions prescribed in sub-rule 12.2 the actions described in clause 13.2 will be taken.

13.4 Slaughtering of animals is strictly prohibited. **Fine: R500.**

14 LAUNDRY

14.1 An occupant of a section shall not, without the prior written consent of the Trustees erect washing lines additional to the washing lines installed as part of the original sale of the unit, nor hang washing or laundry or any other items on any part of the buildings or common property so as to be visible from outside the buildings or from any other unit. **Fine: R350. This fine will be levied every month the owner or tenant is in contravention of the rule.**

14.2 No washing may be hung over the railings of balconies or over boundary walls. **Fine: R350.**

14.3 Washing is hung out at own risk

14.4 Carpets and rugs shall not be shaken, dusted or brushed outside of the section's exclusive use area nor be hung on the walls separating the sections.

14.5 Residents are not permitted to do laundry for individuals that do not reside in the complex on a permanent basis.

14.6 Children are not permitted to play in laundry areas or play with washing lines. **Fine: R350.**

14.7 Provided that sunny weather conditions prevail, washing shall not be left hanging on washing lines for more than one day. **Fine: R350.**

15 REFUSE DISPOSAL

15.1 An owner or resident of a section shall maintain in a hygienic and dry condition, a receptacle for refuse within his section or on such part of the common property as may be authorised by the trustees in writing.

15.2 Household refuse may only be placed in refuse bins after it has been placed inside a plastic bag and tied securely to prevent refuse from coming loose within the refuse bin. No loose refuse may be deposited in the refuse bins. In the case of tins and other containers these must be completely drained, and that glass or other items not suitable for the compactor are separated. **Fine: R350.**

15.3 An owner or resident of a section shall for the purpose of having the refuse collected, place such refuse bags in the refuse bins provided within the area designated by the trustees.

15.4 No refuse, whether in bags or not, may be left on the common property or anywhere outside of a unit at any time. **Fine: R350.**

15.5 Other refuse to be disposed of, such as polystyrene or cardboard boxes, must be cut or broken into smaller pieces before placing it inside the refuse bins. Such items may not be placed on top of, or next to, the refuse bins provided. **Fine: R350.**

15.6 Littering on the common property is strictly prohibited. **Fine: R350.**

15.7 No kitchen refuse, food waste, fats or waste of any other kind may be washed down the drainpipes. Occupants shall be responsible for clearing blocked drains in their sections at their cost. **Fine: R350 or the cost of clearing the blocked drain (whichever is greater).**

15.8 Owners/residents shall ensure that contractors attending to maintenance or improvements to their units on their behalf do not litter on the common property. **Fine: R350.**

15.9 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. **Fine: R350.**

16 SWIMMING POOL

16.1 Pool times: weekdays (Mondays-Fridays) 09h00-19h00, Saturdays: 09h00-20h00
Sundays: 12h00-19h00

16.2 Pool will be locked from 1 May till 1 September.

16.3 The pool gate are to be kept closed at all times and will be locked during non-pool times. The key to the pool area will be kept by one of the trustee members and the caretaker.

16.4 Use of the pool is exclusive to tenants and owners of Belvedere

16.5 Swimming pool tools, pool chemicals etc. are only to be handled by the caretaker and / or trustees.

16.6 Swimming caps are to be worn at all times when in the pool.

16.7 Proper swimwear is to be worn when using the pool area.

16.8 No children younger than 10 years will be allowed in the pool area unless accompanied and supervised by an adult (who can swim) over 18 years of age.

16.9 The use of pool is at the owners / residents / visitors own risk.

16.10 Anybody not adhering to these rules will be asked to leave the pool and pool area.

16.11 No excessive noise will be tolerated in the pool area.

16.12 No parties or braais will be allowed in the pool area.

16.13 No alcoholic beverages allowed in the pool area.

16.14 No glass (drinking glasses, plates etc.) will be allowed in the pool area.

16.15 If any kid is caught throwing foreign objects in the pool, the parents/hosts will be held accountable for damages caused to the filter equipment, and the person will be asked to leave the pool area.

A fine of R 350 will be levied for contravention of any of the above swimming pool rules.

17 MOTOR VEHICLES AND PARKING

17.1 No occupant shall park his/her vehicle anywhere else than the demarcated parking bays, or permit his/her visitors vehicles to be parked anywhere else than the demarcated parking bays. No vehicle may be parked so as to obstruct access to any fire hydrant on the common property. **Fine: R350**

17.2 Occupiers are requested to park their vehicles in their allocated undercover bays due to limited visitors parking

17.3 Parking bays are for the explicit use of vehicle parking and shall not be used for gatherings, meetings, parties or any form of noisy activity that can create a disturbance to residents. **Fine: R350**

17.4 The Trustees may cause a vehicle to be removed at the risk and expense of the owner of a vehicle, if such vehicle is parked on the common property or anywhere else than the demarcated parking bays. **Fine: R500 or the cost of removing the vehicle (whichever is greater).**

17.5 Occupants of units shall ensure that their vehicles and the vehicles of their visitors do not drip any liquid such as oil or brake fluid, or coolant on the common property or in any other way deface the common property. **Fine: R500**

17.6 Occupants shall not be permitted to dismantle, perform routine maintenance or fix any type of breakdown on motor vehicles which are outside the scope of user repair as stated in the vehicles User Manual. Such work is not allowed on the premises and should be performed by suitable service providers at their business premises. **Fine: R350**

17.7 No motor wrecks may be kept on the common property or on the sidewalk. **Fine: R350 or cost of removal.**

17.8 Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage. **Fine: R500 or the cost of the actual repairs (whichever is greater).**

17.9 Parking of vehicles in entrances to the common property or in areas giving access to garages and causing obstruction by doing so is strictly forbidden. Vehicles so parked may be towed away at the risk and expense of the owner thereof. **Fine: R500 or the cost of towing the vehicle (whichever is greater).**

17.10 Vehicles may only be washed in the resident's undercover parking bay and only by making use of buckets, no hose pipes will be allowed. These areas shall be left clean and tidy. Rubbish removed from vehicles such as cigarette stubs etc. must be deposited in the occupants refuse receptacle. **Fine for littering or leaving the area untidy after washing a vehicle: R350.**

17.11 Vehicles may not be driven at a speed in excess of 20 km per hour on the common property. **Fine: R350.**

17.12 No vehicle shall be driven on the common property without a valid driver's license for that vehicle. **Fine: R350.**

17.13 Vehicles must be driven as quietly as possible on the common property. Car radios must not be heard outside of the vehicle when driving through the complex. **Fine: R350.**

17.14 Motor/motorcycles or any other vehicles hooters or other audible warning devise (excluding burglar alarms) may not be used on the common property unless it is an emergency. **Fine: R350.**

17.15 No vehicle shall be allowed to be driven on the common property in any manner that may be dangerous to either the driver or to anyone else or to any property. **Fine: R350.**

17.16 Should occupants have more than one (1) vehicle, additional vehicles may be parked in visitors parking bay.

17.17 When receiving visitors, please ensure that they do not in any way block entry to parking bays, garages, entrances or thoroughfares. Non-compliance will result in the vehicle being towed away at the risk and expense of the owner of the vehicle. Or a fine as per rule 3 being charged. Only parking bays marked visitors parking or unmarked parking bays may be utilised.

17.18 No caravans, trailers, or boats will be allowed on the property without written permission from the Trustees. **Fine: R350.**

17.19 Visitors' parking is on a first come first serve basis.

17.20 No vehicle shall be allowed to be parked so as to obstruct access to any fire hydrant on the common property. **Fine for contravening this rule: R500.**

18 BICYCLES, MOTORCYCLES ETC

18.1 Bicycles, motorcycles, tricycles, roller skates, skate boards, caravans, trailers and boats may not be left anywhere on the common property. **Fine: R350.**

19 BRAAI'ING

- a) Gas braai's, webbers or similar portable braai's may be used. Open fires may only be made when the weather permits and if it is on one of the approved devices.
- b) The smoke from braai's must not cause a nuisance to another section.

20 NUISANCE

20.1 Owners/residents shall not cause or permit any person to act in conflict with these rules, or permit any act or event, which shall constitute or cause a nuisance or any inconvenience to other owners/residents or employees or agents employed by the trustees or any other person being lawfully on the premises. **Fine: R350.**

21 NOISE

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21.1 Reasonable silence must be maintained:

- a) After 22H00 on Sundays to Thursdays
- b) After 23H00 on Fridays and Saturdays
- c) Before 08h00 on Saturday, Sunday and Public Holiday mornings
- d) After 15:00 on a Sundays

Fine for contravening this rule: R350.

21.2 An owner/occupier who does maintenance and/or repairs to his unit involving power tools will not be allowed to do so during the following times:

- a) From 20:00 to 08:00 on weekdays
- b) From 19:00 on Saturdays until 08:00 on Mondays

Fine for contravening this rule: R350.

21.3 Radios, car radios, TV sets, musical instruments and Hi Fi equipment must be used in such a manner as not to disturb other occupants or the public. ***Fine for contravening this rule: R350.***

21.4 Any gathering held in the complex should be contained within the unit and the area for the exclusive use of that unit at all times. ***Fine for contravening this rule: R350.***

21.5 No fireworks or crackers are allowed within the complex. ***Fine for contravening this rule: R350.***

22 BUSINESS AND OTHER ACTIVITIES

22.1 No business, profession or trade may be conducted on the common property and in or from any section without consent in writing from the trustees. ***Fine for contravening this rule: R350.***

22.2 No auctions or jumble sales may be held on the common property or in any section without the prior written permission of the trustees. ***Fine for contravening this rule: R350.***

22.3 Hobbies causing a disturbance of the peace or a nuisance are prohibited. ***Fine for contravening this rule: R350.***

22.4 No advertisements or publicity material may be exhibited or distributed on the premises. ***Fine for contravening this rule: R350.***

23 COMMON PROPERTY AND EQUIPMENT AND INSTALLATIONS

23.1 Under no circumstances may owners/residents tamper with any equipment on the common property. ***Fine for contravening this rule: R500.***

23.2 Fire hoses may only be used in case of fire or emergency situations. ***Fine for contravening this rule: R350.***

23.3 Firefighting equipment may under no circumstances be used for any purpose other than that for which it is intended. Failure of the firefighting equipment due to tampering may result in refusal of insurance claims by the insurer. Any person found using fire hoses for any other purpose than firefighting will be liable for prosecution by the fire department but will also be required to pay for the hose to be resealed by the fire department as well as incur a fine of R500 which will be payable with the monthly levy.

23.4 The communal store is for the sole use of the garden services/Trustees to store the garden equipment.

The communal toilet facility, situated at Caretaker's residence by the Pool is for the sole use of the day workers and security guards on duty.

24 DAMAGES, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY AND EXTERNAL APPEARANCE OF UNITS

The prior written approval of the trustees is required before any alterations or additions to the outside of the unit may be done, including the following:

24.1 Fitting of any locking device, safety gate, burglar bars or other safety device for the protection of his section; safety gates and burglar bars must conform to the complex standard. Specifications for these can be obtained from the managing agents. ***Fine for contravening this rule: R350.***

24.2 Any other alteration visible from the outside of the section.

24.3 For purposes of point 24.1 security gates must be of the design approved for Belvedere for the sake of conformity of appearance. ***Fine for contravening this rule: R.R500***

24.4 The trustees shall be notified in advance of any work of whatever nature which is to be undertaken within or to the exterior of any section and which will involve activity on the common property or cause inconvenience or disturbance to other owners/residents. Such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other owners/residents.

24.5 Those owners/residents having such work done and those persons performing it shall, at all times, co-operate closely with the trustees and shall in consultation with the trustees ensure that proper and satisfactory measures are continuously taken to protect the common property from damage, defacement, disfigurement or defilement.

24.6 The trustees may prohibit workmen from working on the premises should they fail to cooperate.

24.7 It shall further be of the absolute responsibility of the persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly on completion of the project.

24.8 The persons having the work done shall be held liable for costs incurred for cleaning up or reparations done, should the common property be left in a dirty or spoiled condition on completion of such work.

24.9 Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.

24.10 The above-mentioned rules shall *mutatis mutandis* apply to any work authorized by the trustees.

25 EXTERNAL APPEARANCE

25.1 An occupant of a section shall not place or do anything on any part of the common property, including private patios and gardens which, in the discretion of the trustees are aesthetically displeasing or undesirable when viewed from the outside of the section. All improvements is subject to the following:

- Approval by the Trustees
- Approved design documentation/plans
- Specifications as laid down by the trustees
- Approval to install is required (addendum D)

25.2 Unless authorized by the trustees in writing, no decorations may be attached to a section. Applications for consent shall be lodged in writing with the trustees containing full details of the intended work. Work may not proceed before the written consent of the trustees has been obtained.

25.3 The following alterations/additions to common property will be allowed on written application to the Trustees: Please complete **addendum C** and submit with your application for approval:

25.3.1 DSTV dishes and similar devices may be installed after Trustee approval on the following conditions:

- a) No standard TV antennas may be installed as this service is provided by the complex.
- b) Each owner may install one DSTV or other satellite dish which size may not exceed the standard size. It must be professionally installed by a registered installer and in such a way to cause no disturbance to other residents. The satellite dish may only be installed below the crest of the roof.
- c) The position, size and placement of TV antennae and satellite dishes must not be unsightly.
- d) The bracket of the satellite dish and the cable to the unit will remain the property of the section and may not be removed from the common property when you decide to move out or sell your apartment;
- e) DSTV dishes may not be installed on boundary walls or above garages.
- f) All installation and maintenance costs are for the owner's account.
- g) There may be no claim against the Body Corporate or the Body Corporate building insurance with regard to damage cause to this installation.
- h) The cable has to be installed on the outside of the building in such a manner that it is as invisible as possible.
- i) Any damages or consequential damages to the common or private property or any interference with the existing antenna system or reception as a direct or indirect result of the installation of the satellite dish will be repaired by the trustees and the costs thereof will be for your account.

- j) No radio amateur masts and antennae's may be installed.

Fine for contravening this rule: R500 or the cost of repairing any damages associated with the installation (whichever is greater).

25.3.2 Air-conditioning units may be installed after Trustee approval on the following conditions:

- a) Only split type air conditioners will be allowed
- b) The installation of the air conditioner is done by a reputable company which has been approved by the board of trustees.
- c) The air conditioner has to be installed on the outside of the building in such a manner that it is as invisible as possible,
- d) Noise from the air-conditioner must not be a disturbance to any neighbouring section
- e) Any damp issues caused to the section as a result of the air-conditioner will be the responsibility of the owner.
- f) The air-conditioner will remain the property of the section and may not be removed, when moving out or selling the section.

Fine for contravening the above rules: R500 or the cost of repairing any damages associated with the installation (whichever is greater)

25.4 Please note that the following conditions apply to all additions or alterations to common property:

- a) All improvements must be done by a reputable company which must be approved by the board of trustees.
- b) Any damages or consequential damages to the common or private property as a direct or indirect result of the improvements will be repaired and the costs thereof will be for the owners account. These costs will be debited to the owners levy account.
- c) The Managing Agent/Body Corporate accepts no responsibility whatsoever for any damages, losses, maintenance or for any other event to the installation / improvements, as a result of malicious damages or natural disasters or any other cause whatsoever. No claims can be instituted against the insurance policy of the Body Corporate whatsoever.
- d) The Trustees reserve the right to inspect any improvements/alterations done to the common or private property and order any alterations/repairs/removal to the alterations/additions as they deem fit. The costs thereof will be for your account.
- e) Any additions/alterations are not covered by the standard buildings combined insurance policy and must be added by the owner, the additional premium therefore will be for the owners account.
- f) No obstructions shall be placed on walkways or any portion of the common property.

- g) Should the owners by means of a majority vote at a meeting, of which notice was duly given that the matter will be discussed, resolve that the addition/alteration has to be removed, the removal will so be ordered and accepted and the common property will be returned to its original state. The costs thereof will be for the owners account.

26 SIGNS AND NOTICES

26.1 No occupant 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 outside of the section, without the prior written approval of the trustees. ***Fine for contravening this rule: R350.***

26.2 Notwithstanding the above:-

26.2.1 A unit that goes on show for the day of the show may only have the minimum number of pointer boards required to point out the unit on show, they may only be erected at 10:00 and must be removed by 17:30

26.2.2 A unit that is on sale may only have one FOR SALE sign at one of the gates only. The sign must be placed so as not to obscure any person's vision or path.

27 INTERIOR

27.1 Owners shall, at all times, keep their sections in a proper, clean and habitable state.

27.2 Owners shall be responsible for the maintenance of the interior paintwork all electrical installations and other interior repairs to their sections of whatsoever nature at their own expense.

27.3 Owners shall be responsible for the clearing of blocked drains originating from his/her section, the maintenance of sanitary equipment, the hot water system, the geyser and plumbing within the section at their own expense.

27.4 The Body Corporate's Insurance policy covers the cost associated with geyser bursts. Should your geyser burst, the owner should contact the managing agent/caretaker in order to obtain the number of the insurer/body corporate's preferred plumber. The owner of a section is responsible for any excess payment in respect of his or her geyser payable in terms of the contract of insurance entered into by the Body Corporate

28 ERADICATION OF PESTS

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28.1 An owner shall keep his section free from mice, rats, white ants, borer and other wood destroying insects. Along with eradicating pests in his unit the owner/resident should also report pests to the trustees so that the situation can be monitored.

28.2 In the event of the owner not adhering to point 25.1, he shall permit the trustees, the managing agent and their duly authorized agents or employees to enter his section and taking such action, as may be reasonable necessary to eradicate such pests.

28.3 The cost of the inspection and eradicating of any such pests as may be found within the section and exclusive use areas, replacement of any woodwork or other material forming part of such section which may have been damaged by any such pests shall be borne by the owner of the section concerned.

29 SECURITY

29.1 Please refer to the security protocols of Belvedere. It is the responsibility and duty of owners to ensure that their occupiers, visitors, and employees are familiar with and abide the security protocols of the complex.

29.2 Every resident is required to have a remote control or personal means of access with which to enter or leave the complex. It is **not** the responsibility of the security guard (if any) at the gate to open the gate for residents or guests. Residents are responsible for collecting visitors from the gate.

29.3 Residents are requested not to use strangers for tasks such as cleaning of units, washing of cars etc. People off the street are given the opportunity to become familiar with the setup of the complex. Please remember a complex is only as safe as its residents allow it to be. ***Fine for contravening this rule: R500***

29.4 When entering/exiting the complex, please wait a couple of seconds until the gate has closed, thereby preventing unwanted persons from entering the property (Tailgating). Residents should not deliberately permit unknown vehicles to enter the premises. ***Fine for contravening this rule: R500.***

29.5 No weapons of any nature may be kept on the property unless kept in a safe as determined by law.

29.6 No stones or any other hard object may be thrown on the property. ***Fine for contravening this rule: R500.***

29.7 No resident may cause or allow any illegal action of the property. ***Fine for contravening this rule: R500***

29.8 No obstruction may be placed in front of the security gate that will interfere with the automatic closing of the gate. ***Fine for contravening this rule: R500.***

29.9 Owners/residents are requested to report any suspicious or unknown persons and activities within the complex to the trustees or caretaker.

29.10 Owners/residents or tenants may not open the gate for strangers. ***Fine for contravening this rule: R500.***

29.11 Visitors who refuse to adhere to the security procedures of the scheme may be refused entry.

29.12 Any verbal or physical abuse or intimidation of security personnel will not be tolerated. ***Fine for contravening this rule: R350.***

29.13 Burglar alarms may be installed at the owner's expense.

Security guards may not be visited, or made informal conversation or being interacted with in a way in which to distract them from their tasks during their duty time

29.14 It is allowed to install security lights on the owner's discretion providing that:

- a) It does not cause an inconvenience to the neighbours
- b) It is connected to the unit's own electrical circuit
- c) It is connected by a certified electrician.
- d) It complies with all regulations

Please note: Security protocols are subject to change as and when the need arises to ensure the safety and security of all residents of the complex and will not require a special resolution or the registration thereof in the deeds office.

Security is all our concern and responsibility, and not just the Trustees.

30 ENTRY BY THIRD PARTY

30.1 Owners and residents are required to notify security at the main entrance in advance should they require third parties to gain entrance for removal vans, to effect repairs or to deliver goods. The notice shall include vehicle registration number and driver details including driver Identity Number. In the event of such notice not being given, security may refuse entrance to the scheme.

30.2 Owners or residents must accompany third parties mentioned in clause 30.1.

30.3 Third parties may not reside on the premises between 20H00 and 06H00, nor may their vehicles or tools be left on the property unless prior approval has been granted by the trustees

31 MOVING

31.1 No large vehicle or vehicles designed for public carriage may enter or park in the scheme.

31.2 No moving of furniture, appliances etc. after 20:00pm or before 07:00am on any day of the week

31.3 When moving furniture or goods in or out of the scheme, those persons doing so will be held liable for the cost of any repairs should such action cause damage to the common property.

32 INFLAMMABLE GOODS AND SAFETY OF PROPERTY

32.1 An owner or resident shall, under no circumstances whatsoever, store any material, commit or allow to be committed any dangerous act in the section or on the common property, which will or may increase the risk to the body corporate and may increase the insurance premium payable by the Body Corporate.

32.2 No open fires are allowed in any unit or on the common property.

32.3 No fireworks are permitted within the complex.

32.4 It is strongly recommended that all owners or occupiers of a section acquire and keep in an accessible place in their section a fire extinguisher. Owners or occupiers are not covered for the contents of their section by the insurance policy covering the buildings and are thus advised to take out suitable insurance to cover themselves.

33 LIABILITY

33.1 Occupiers are liable for any damage to their own unit and the common property caused by themselves, children, visitors and employees.

33.2 Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.

34 GARDENING

34.1 All gardening on the common property and lawns shall be coordinated by the Trustees.

34.2 No plants/trees/shrubs may be planted or removed from the communal areas, other than by the selected garden services, without the permission being obtained first from the Trustees.

34.3 The owner of the section will be held responsible for the removal of any tree/shrub/plant as well as any damages caused to common property as a result of trees/plants/shrubs that have been planted.

34.4 The gardening services are under the control of the Trustees. No requests may be made to the gardening services by any owner or occupier without first obtaining the permission from the Trustees.

35 PENALTIES

35.1 Should owners/residents disregard these rules, they may be summoned to appear before a Disciplinary Committee appointed by the trustees. The committee will consist of one Trustee and two impartial owners.

35.2 Should any amount payable to the body corporate be due and in arrears, interest at the rate as per any financial institution's credit card account, compounded monthly from the date the amount become due until the date of receipt of payment.

35.3 Should it be necessary for the trustees to act against an owner or occupant, the owner shall be held liable for all legal costs, on an attorney and client scale as well as collection commission and administrative costs.

35.4 The following process will be followed for non-adherence and enforcement of the conduct rules:

- a) First complaint - first written warning.
- b) Second complaint - second written warning including an admin fee as determined by the managing agent
- c) Third complaint - third and final written warning – including an admin fee and R350.00 penalty for a minor infringement and R 500.00 for a major infringement.
- d) Fourth complaint – legal action.

36 COMPLAINTS PROCESS

36.1 Any complaints arising out of the application or lack of observance of the Conduct Rules must be directed to the Trustees of the Body Corporate through the managing agent. Full details (time, date, names, nature of complaint) are to be supplied.

36.2 Apart from any criminal offences governed by the laws of South Africa, the prescription period for transgression of any of the body corporate rules will be 6 months.

36.3

All written warnings and fines will be directed to the owner of a unit regardless whether it is occupied by the owner. The owner shall take responsibility of his tenants/residents occupying his unit.

37 EXCLUSIVE USE AREAS

37.1 Notwithstanding the fact that garden and/or parking areas are in terms of the Sectional Title Plans registered with the Chief Registrar of Deeds and form part of the common property, every owner of a unit in the scheme shall have the right to the exclusive use of his allocated parking area.

37.2 Undercover parking areas marked P1 – P6 on the scale layout plan annexed as “**Addendum D**” are exclusive use areas in terms of Section 27A of the Sectional Titles Act 95 of 1986.

37.3 Each parking area is reserved for exclusive use of the member of the Body Corporate who is the registered owner from time to time of the section immediately adjacent to that area.

37.4 The Body Corporate shall do all things reasonably necessary to ensure that the exclusive use areas are reserved for the use of the owners entitled thereto. This duty shall not preclude an owner from taking legal action to enforce his/her/its exclusive use rights.

37.5 The Body Corporate will have unrestricted access to an exclusive use area when in the opinion of the Trustees such access is required for the exercise of its powers or the performance of its functions. In other circumstances no owner shall enter or use any part of an exclusive use area without the permission of the owner to whom that area has been allocated.

37.6 An owner of a unit is obliged to keep the exclusive use area designated to his unit neat, hygienic, tidy and acceptable, and may only use this area as a parking area as allocated.

37.7 An owner shall maintain and repair that area as if it were part of his or her section;

37.8 An owner shall ensure that the area is not used in any way that creates a nuisance or threatens the safety of any other section or any part of the common property; and not part with possession of the area separately from his or her section.

37.9 An owner shall not do anything to his exclusive use area which is likely to prejudice the harmonious appearance of the building.

37.10 An owner shall not construct or place any structure or building improvement on his exclusive use area without the prior written consent of the trustees. A standard will be determined and any similar structures in future erected by any owner, should conform to the approved standard.

37.11 For purposes of interpretation of the Act and the Management Rules an exclusive use area created in terms of this Rule shall be deemed to be an exclusive use area.

37.12 Owners shall remember that the exclusive use areas created in this Rule are not bondable.

37.13 The owners of the exclusive use areas created in this Rule will not be required to make a contribution to the Body Corporate in terms of Section 37 of the Sectional Titles Act 95 of 1986, but will be responsible for all costs relating to the exclusive use area.

38 CONCLUSION

38.1 The Trustees are exempt from any claims or liabilities resulting from the implementation of the rules. It is trusted that with co-operation and loyalty to the regulations and code of conduct set out above, a better and happier life at the complex will be experienced.

BY ORDER OF THE TRUSTEES

