

CONDUCT RULES – HAYMARKET AT THE VILLAGE

Made in accordance with Section 10 of the Sectional Titles Schemes Management Act 8 of 2011 as read together with the Sectional Titles Act 95 of 1986 (“the Act”)

1. DEFINITIONS

For purposes of these Conduct Rules:

- 1.1 “the Act” means the Sectional Titles Act 95 of 1986, as amended read with the Sectional Title Schemes Management Act 8 of 2011;
- 1.2 “Body Corporate” means the Haymarket At The Village Body Corporate, as defined and created in terms of the Act;
- 1.3 “Common Property” means the Common Property area of the Scheme, as defined in the Act and in the Sectional Plans;
- 1.4 “Conduct Rules” means these conduct rules;
- 1.5 “Developer” means Green Pearl Properties (Pty) Ltd;
- 1.6 “Land” means Erf 2516 Eye Extension 1 Township, being the land on which the Scheme is established;
- 1.7 “Occupier” means any person in occupation of a Section and includes any tenant in occupation of a section;
- 1.8 “Owner” means a registered Owner of a Unit in the Scheme and being a member of the Body Corporate;
- 1.9 “Scheme” means the Haymarket At The Village Sectional Title Scheme established on the Land in accordance with the Act;
- 1.10 “Section” means a Section in the Scheme, as defined in the Act and in the Sectional Plans;
- 1.11 “Sectional Plans” means the approved and registered sectional title plans relating to the Scheme;

1.12 “Trustees” means the Trustees for the time being of the Body Corporate;

1.13 “Unit” means the Section together with an undivided share of the Common Property apportioned to the Section in accordance with the participation quota.

2. INTRODUCTION

2.1 The Conduct Rules set out below are binding on all Owners and Occupiers who, in turn, are personally responsible and liable for ensuring that members of their families and their tenants, invitees and servants comply with them.

2.2 Happy and satisfying community living is achieved when Owners and Occupiers use and enjoy their Sections and the Common Property in such a manner that they show respect and consideration for the rights of other persons lawfully on the Scheme. Compliance with the Conduct Rules and general consideration by Owners and Occupiers of each person lawfully on the Scheme will greatly assist in achieving a happy community.

2.3 In the event of annoyance, aggravation or complaints occurring between Owners and/or Occupiers, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties, then they should be brought to the notice of the Trustees in writing. The Trustees may require that a complaint is submitted to them in the form of an affidavit before they consider it.

3. FIRE PROTECTION

3.1 Electricity Supply:
Under no circumstances may an Owner and/or Occupier tamper with or have work done on the electrical apparatus that serves the Common Property. Any electrical faults detected on the Common Property must be reported to the Trustees.

3.2 Electrical and Gas Apparatus in Units:
Fans, Heaters, Stoves, Kettles, Lights and other household appliances must be checked regularly and maintained by the Owner and/or Occupier and when necessary, be repaired by a registered technician. Appliances should be used under supervision and not left on unnecessarily. After switching off at the sockets, plugs should be pulled out where possible when not in use. All plumbing and electrical work shall only be effected by qualified and where applicable, licensed or registered workmen.

3.3 Braais:
Braais must always be held with due consideration to neighbours and are prohibited on the Common Property, except where facilities have been provided. Matches and lighters should be handled with care and kept out of reach of children.

3.4 Fireworks:
No fireworks of any kind are allowed to be set off.

3.5 Storage of flammable materials
No flammable material may be stored in a Section or exclusive use area.

3.6 Fire Extinguishers:

The use of fire hydrants or fire hose reels to wash cars, vehicles, equipment or any other object is not permitted under any circumstances. These have been installed to deal with fire emergencies. Abuse of this equipment is not only inconsiderate but against council by-laws and therefore illegal.

Any person found tampering with the seals or breaking the seals or in any way using/having used the fire hoses/fire hydrants for any other purpose other than that for which it was intended or causes any consequential damage to the fire hoses/fire hydrants will be fined the re-seal fee plus 25% that it will cost the Body Corporate to have them re-sealed and/or repaired.

No fire hydrants or fire hose reels may be interfered or tampered with. No person may remove any seals attached to any fire hydrant or fire hose reel or use the fire hydrant reel for any purposes other than as intended. Any person who tampers with any fire hydrant or fire hose reel, including any person who breaks any seals attached thereto, shall be liable for any consequential damage as may be caused as a consequence of the aforesaid fire hydrants and fire hose reels not being in safe and workable condition and shall be liable for all costs of and associated with the Body Corporate repairing and/or having such fire hydrants or fire hose reels re-certified as being in compliance with relevant regulations.

4. BUSINESS PRACTICES

4.1 No Owner or Occupier of a Unit may run any business whatsoever from a Unit or exclusive use area for profit or otherwise without the written consent of the Trustees and in compliance with the town planning scheme.

4.2 No auction or jumble sale may be held in or on the Land without the prior written consent of the Trustees.

4.3 Hawkers will not be allowed into the Scheme at any time.

4.4 An Owner shall not use his Unit or allow his Unit to be used for any purpose that is injurious to the reputation of the Scheme.

5. PETS

5.1 Owners or Occupiers of a Section with an allocated garden exclusive use area shall be entitled to keep pets in their Sections, provided that:

5.1.1 The Trustees may prescribe reasonable conditions from time to time for the keeping of such pet;

5.1.2 No resident / Occupier may have more than 2 (two) pets in their Section;

5.1.3 All pets must be registered by completing the pet register and wearing a name tag noting the Unit number and contact details of the Owner or Occupier;

5.1.4 No big dogs shall be allowed unless such permission is granted by the Trustees or the Developer whilst managing the affairs of the Body Corporate prior to the first inaugural meeting, after due consideration has been given to that effect. For the purposes of this rule any dog weighing more than 20 kg and / or which stands taller than 30 cm (when measured from floor-to-shoulder) shall be deemed to be a big dog;

5.1.5 No dog shall be permitted to walk on the Common Property without a leash;

5.1.6 No dog may endanger the gardener/s in his / their duties or any other contractor that needs to inspect the exclusive use areas for whatever reason;

5.1.7 If any pets cause any nuisance, the Owner or Occupier will receive three written warnings, after which the Owner or Occupier will be requested to make alternative accommodation arrangements for his/her animal within a reasonable time of the final written warning. Should the Owner or Occupier not make such alternative accommodation arrangements within such reasonable time period, the Trustees of the Body Corporate shall be obliged to have the SPCA remove the pet from the premises at the expense of the Owner or Occupier;

5.1.8 Pets shall be properly controlled at all times and must not be allowed to dirty or foul the Common Property. Should they do so, the owner/carer of such pet shall clean up any defecation;

5.1.9 The Trustees may prescribe any other conditions, as they deem reasonably necessary from time to time, for the keeping of any animals;

5.1.10 The keeping of livestock, chickens or any other animals of similar nature are prohibited;

5.1.11 No reptiles, snakes, parrots, or parakeets may be housed in any Unit or be permitted on the Common Property;

5.1.12 No pets may be brought onto the Common Property or into any Section by any visitors, employees or contractors.

6. CHILDREN

6.1 Children are subject to the Conduct Rules in the same way as adults.

6.2 Owners and/or Occupiers must supervise and control their children and their visitors' children in order to avoid damage to the Common Property and inconvenience to other residents. In particular, children must not tamper with name plates, plants, fixtures and fittings, climb on walls, loffels, or play with the taps of the Common Property.

6.3 The use by children of bicycles / tricycles on the Common Property is at the Owners and/or Occupiers own risk and is permitted as long as it does not constitute a nuisance to other residents. Any damage caused to the Common Property due to reckless or careless use will be for the Owner's and/or Occupier's account and the permitted use of bicycles or tricycles on the Common Property may be withdrawn by the Trustees. Bicycles / tricycles may not be left on the Common Property or obstruct the movement of other vehicles.

6.4 All tricycles / bicycles must have appropriate lights and reflectors. The Body Corporate is indemnified against any accident, loss or damage sustained by any Owner, Occupier, their family, friends, employees and visitors if the above is not adhered to.

6.5 Roller skates, skateboards, roller blades or roller balls and similar devices may not be used on the Common Property.

6.6 Parents will, at all times, be held responsible for the acts of their children and their visitors' children. Children under the age of 16 must be accompanied by their parents at all times.

7. GARDENING & LANDSCAPING

7.1 No permanent structures, or large trees may be planted within any municipal or other servitudes registered in respect of the Common Property.

7.2 Weep holes in any garden walls should be kept clear of debris and growth at all times so as to allow for the natural flow of water as designed by the engineer.

7.3 Care should be taken when mowing the lawn as to not cause damage to fences, boundary walls and walls to any Sections which in turn may cause defective waterproofing or which may damage any paintwork.

7.4 The Owner or Occupier must ensure the garden gate to his/her Unit is timeously opened for the gardening service on the schedule day / time for maintenance and kept closed at all other times.

7.5 The garden gate is for maintenance use only and shall not be used for access purposes to the Section.

7.6 No plants, trees or shrubs may be removed from the Common Property without the prior written approval from the Trustees.

7.7 Gardens and plants on any part of the Common Property and those set aside as an exclusive use area, are for the enjoyment of all Owners and Occupiers and no wilful damage will be tolerated.

7.8 The natural passage of storm water drainage over the Common Property shall not be interfered with or altered.

7.9 No wall plants and creepers may be planted along any fences and/or boundary walls which may cause damage to such walls, including brickwork, plaster or any other parts of the structure thereof. The Body Corporate shall be entitled to recover the costs incurred in the repairing of any walls, brickwork, including any paintwork from the Owner or Occupier responsible for such unlawful planting.

8. RITUAL SLAUGHTERING

Other than in circumstances where the Owner or Occupier is in possession of a valid license or permit issued by the Municipality or other relevant authority relating to the slaughtering of animals, ritual slaughtering is not permitted within the Scheme, whether or not in a Section or on the Common Property.

9. EMPLOYEES

9.1 Persons employed in the Section by any Owner or Occupier shall be required to register with the Body Corporate. The Owner or Occupier employing such worker shall complete and deliver to the Body Corporate a registration form, two identity document sized photographs and a copy of the worker's identity document and furnish the Body Corporate with details of the days on which the worker is employed in the Section.

9.2 Workers shall be entitled to access the Scheme and the Common Property to perform their duties and shall, for such purposes, be issued with access cards, the reasonable costs of which shall be recovered by the Owner or Occupier employer of such domestic worker.

- 9.3 Workers and any other persons who may be employed by an Owner or Occupier at a Section shall not be entitled to use and enjoy facilities on the Common Property, other than with the prior written consent of the Body Corporate.
- 9.4 Owners or Occupiers employing workers at their Section, shall furnish such employees with a copy of these Conduct Rules and ensure that such persons comply therewith.
- 10. REFUSE DISPOSAL**
- 10.1 An Owner or Occupier of a Section shall-
- 10.1.1 Dispose of any and all refuse that accumulates within his/her Section or his/her exclusive use area in the refuse bins provided by the local municipality, in the designated yard/s within the Scheme.
- 10.1.2 Ensure that before refuse is placed in such bins, it is securely wrapped/sealed, or in the case of tins or other containers, completely drained;
- 10.1.3 Not permit any of his/her/its possessions whatsoever or rubbish, debris, dirt or refuse to be left on any part of the Common Property;
- 10.1.4 Dispose of glass in the areas provided for it, failing such areas – to dispose of broken glass by wrapping them tightly in a newspaper or other functional material;
- 10.1.5 It is recorded, explicitly, that residents not placing refuse in the bins provided but dumping it on the floor of the bin yard would be littering and a fine would be imposed.
- 11. AIR CONDITIONERS, BURGLAR BARS AND OTHER FIXTURES**
- 11.1 No satellite dishes or antennae shall be affixed to the Common Property or any structures within the scheme, other than that provided by the Developer.
- 11.2 Air conditioner condenser types and the location thereof shall be considered and may be approved by the Trustees from time to time. For clarity it is recorded that no installation is to proceed without approval in writing from the Trustees, and the Eye of Africa HOA.
- 11.3 All compressors/condensers shall be screened from view in accordance with screens, the specification, size and location of which shall be submitted to and approved by the Trustees and Eye of Africa HOA in writing.
- 11.4 No Owner or Occupier of a section shall be permitted to install burglar proofing to any external doors or windows in the section other than to a design, standard and specification submitted to and approved by the Trustees and Eye of Africa HOA in writing.

- 11.5 The prior written consent of the Trustees and Eye of Africa HOA shall be obtained prior to the installation of any burglar proofing to any Section.
- 11.6 No other fixtures such as solar panels, cabling, awnings, washing lines or antennae's will be affixed to any part of a Section, or Common Property, without first having obtained the written approval from the Trustees and Eye of Africa HOA as to the precise location for the mounting of such item/s.
- 11.7 The Trustees have the right to have any fixture or fitting that is not installed with the guidelines as set out in this clause 11 removed at the Owners' expense.
- 12. EXCLUSIVE USE AREAS**
- 12.1 No sheds, zozo huts, jungle gyms, gazebos, boats, caravans, may be erected or stored on in or in an exclusive use area at any time, except with the written permission of the Trustees and Eye of Africa HOA.
- 12.2 Exclusive use areas to be kept in a tidy and in a hygienic condition at all times.
- 13. ALTERATIONS TO A SECTION**
- 13.1 No Owner may allow any alterations to be carried out to the interior of a Section without adhering to the following procedures:
- 13.1.1 An Owner or Occupier 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 and Eye of Africa HOA;
- 13.1.2 The full scope of work is to be set out with timelines from the approved contractor and must be approved in writing by the Trustees and Eye of Africa HOA;
- 13.1.3 A deposit is to be paid by the Owner against any damage to Common Property which amount will be determined by the Trustees after reasonable consideration of risk factors involved;
- 13.1.4 Work may only commence from 08h00 – 16h00 during weekdays;
- 13.1.5 Each worker involved in the construction must comply with the Scheme's security arrangements as may be applicable from time to time, in addition to the security requirements of the Eye of Africa Estate;
- 13.1.6 Damage to Common Property as a result of such alterations will be for the account of the Owner of a Section undertaking such alterations;

13.1.7 Any costs incurred by the Body Corporate in repairing damage to the Common Property caused by an Owner, Occupier or any persons visiting or invited onto the Common Property shall be borne by the Owner who allowed such Occupier or persons visiting or coming onto the Common Property to do so and who shall forthwith make payment of the costs of the repair demand by the Body Corporate.

13.1.8 No alterations of a structural nature shall be permitted.

14. VEHICLES

14.1 Roller skates, skateboards, roller blades or roller balls and similar devices may not be used on the Common Property.

14.2 Owners or Occupiers shall at all times operate and park vehicles within the boundaries of the Scheme in a quiet, courteous and controlled fashion, in compliance with speed limits imposed by the Trustees and in such a manner as to ensure the minimum of disturbance and/or inconvenience to other Owners and Occupiers.

14.3 No Owner or Occupier shall 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 the designated visitors parking bays, and then only in such manner so as not to obstruct access to the entrance and other visitors parking bays. Damaged vehicles and vehicles that are not in general use, drop oil or brake fluid onto the Common Property, or that are not roadworthy, may not be parked anywhere on the Common Property other than for such short periods as may be approved by the Trustees, and then only with their prior written consent.

14.4 The Trustees may cause to be removed or towed away, at the risk and expense of the Owner of the vehicle, any vehicle parked in contravention of 14.1 – 14.3 above or any such vehicle standing or abandoned on the Common Property without the Trustees consent.

14.5 Owners and Occupiers of Sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the Common Property or in any other way deface the Common Property and/or the exclusive use parking bay areas.

14.6 No Owner or Occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property, an exclusive use area or in a Section.

14.7 No Owner or Occupier shall be permitted to wash or clean any vehicle except in the areas designated or authorised for such purpose by the Trustees from time to time.

14.8 Owners and Occupiers shall ensure that their visitors and guests:

14.8.1 Obey any road signs on the Common Property;

14.8.2 Do not drive their vehicles within the Common Property in any manner which creates a nuisance or is considered by the Trustees not to be in the interests of safety; and

14.8.3 Do not allow any unlicensed person to drive any vehicle on the Common Property.

14.9 Car hooters shall not be sounded other than in emergencies.

14.10 Visitors' parking bays are reserved for the use of visitors only and may not under any circumstances be used by Owners or Occupiers.

14.11 Parking of vehicles upon the Common Property is subject to the express condition that every vehicle is parked at the vehicle owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the Owner, or any person claiming through or under him, may suffer in consequences of his vehicle having been parked on the Common Property.

14.12 Driving of vehicles upon the Common Property is subject to the express condition that every vehicle is driven at the Owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the Owner, or any person claiming through or under him, may suffer in consequences of his vehicle having been driven on the Common Property.

14.13 Owners and Occupiers shall be bound by and obligated to observe any security access control measures imposed by the Trustees and/or the Body Corporate from time to time. Should such measures involve the use of access cards, tags and/or codes, Owners and Occupiers shall be obligated to keep such access cards/tags/codes secure and confidential at all times and to thereby ensure the safety of the complex as a whole.

14.14 Owners and Occupiers shall be obliged to use the controlled access to the Common Property in a manner which will not prejudice the safety of other Owners or Occupiers and the flow of traffic to and from the Common Property.

14.15 Owners, Occupiers, their guests or any persons visiting them or delivering to them causing damage to the controlled security gate, its mechanism or intercom or any part of the Common Property shall be obliged to repair same at that Owners' cost.

14.16 Owners and Occupiers shall at all times act in a polite and respectful manner to the gatehouse security guards and shall obey any reasonable instruction by such guards issued in the performance of their duties.

- 14.17 No vehicle with a capacity of more than three tons per axle (except for emergency vehicles such as the fire brigade) will be allowed in or onto the Scheme as it can damage the paving with its turning and manoeuvring.

15. APPEARANCE FROM OUTSIDE & SIGNAGE

- 15.1 No Owner or Occupier shall place or do anything on any part of his/her Section and/or the Common Property, including balconies, patios, steps, and gardens which, in the discretion of the Trustees and Eye of Africa HOA, is aesthetically displeasing or undesirable when viewed from the outside of the Section.
- 15.2 No Owner or Occupier 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 the Section, without the written consent of the Trustees and Eye of Africa HOA first having been obtained.
- 15.3 It is undertaken in favour of the Developer that the Developer shall at all times, in perpetuity, be entitled to display the caption "Developed by Green Pearl Properties (PTY) Ltd." by way of a discreet sign adjacent to or below the Scheme name at the entrance to the Scheme. This sub-rule shall be capable of deletion or amendment by the Body Corporate provided the Developer consents thereto in writing.
- 15.4 The Developer may place large billboards along any boundary of the Scheme without the Body Corporate / Trustees consent until three months after the sale of the last Unit in the Scheme.
- 15.5 Owners / Occupiers will adhere to all signage on the Common Property including signs which depict direction or place restrictions on use of the Common Property and may not remove any signage so erected.
- 15.6 The Owner or Occupant of a Unit shall not place in or do anything to the Section which is, in the discretion of the Trustees and Eye of Africa HOA aesthetically displeasing or undesirable when viewed from the outside of the Section.

16. LITTERING

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

17. LAUNDRY

- 17.1 An Owner or Occupier shall not, without the consent in writing of the Trustees and Eye of Africa HOA, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the

Section or the Common Property so as to be visible from outside the Section or from any other Sections.

- 17.2 Clothing may be hung on clothes horses but it is to be stored away as soon as the washing is dry.

18. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

An Owner or Occupier shall not store any inflammable material, or do or permit or allow to be done, any other dangerous act in his/her Section or on the Common Property which will or may jeopardise the safety of the Scheme or its occupants or which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

19. OCCUPANCY & LETTING OF UNITS

- 19.1 The maximum number of occupants of any Section shall be restricted to the number of occupants for which the relevant Section was designed, i.e. 2 persons per double bedroom.
- 19.2 Owners must provide the Trustees with such detail and information relating to any tenant as the Trustees may reasonably determine and shall complete and submit, prior to any tenant taking occupation of any Section, a duly completed application form to the Trustees or their nominated agent.
- 19.3 All Occupiers are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or terms of any grant of right of occupancy, and shall conclude a written agreement with the Body Corporate in terms of which the proposed occupier of the Section acknowledges receipt of and undertakes to adhere to these Conduct Rules and undertakes to ensure that their family, invitees and staff adhere to these Conduct Rules and an Owner shall at all times be jointly and severally personally liable for any transgression by an Occupier of these Conduct Rules.
- 19.4 No lease of a Unit shall in any way release or absolve the Owner of that Unit from any of his obligations to the Body Corporate in terms of the Management Rules, the Act or these Conduct Rules.
- 19.5 No Section may be used as a commune.
- 19.6 An Owner who concludes a lease agreement with an Occupier shall, within 10 days of conclusion thereof, furnish the Body Corporate with a copy thereof.
- 19.7 Owners are encouraged to include the following clause into any lease which they may conclude in respect of a Unit:

"The Tenant acknowledges that the premises leased is a Section in a sectional title scheme in respect of which Conduct Rules, enforced by the Body Corporate of the Scheme, are applicable. The Tenant hereby acknowledges having been provided with a copy of the Conduct Rules and accepts that the Body Corporate is responsible to ensure compliance therewith. The Tenant undertakes to comply with the Conduct Rules from time to time."

- 19.8 No Section may be let by any Owner or be sublet by any Occupier for a period of less than 3 months.
- 19.9 No "Air B & B" or similar leasing / bed and breakfast / hotel / serviced apartment arrangements or schemes shall be permitted in a Section, save with the prior written consent of the Developer and Trustees.
- 19.10 In addition to the above, an Owner shall furnish the Trustees with:
- 19.10.1 full details of the tenant or person who will occupy the Section, including but not limited to copies of identity documents, employment details, contact telephone numbers and email addresses and any other documentation which the Trustees may deem relevant or necessary.
- 20. RADIO AND NOISE LEVELS**
- 20.1 Radios, hi-fi's, tape recorders, television sets and musical instruments shall not be used in such a way as to cause unreasonable disturbances or annoyance to any Owner or Occupier and shall be kept to a minimum level.
- 20.2 The noise level of parties and gatherings must not cause any disturbance to any of the Owners/ Occupiers and if any complaint is received, the level of noise must be reduced to an acceptable level.
- 20.3 Tolerable noise would be allowed from Sunday to Thursday until 22h00, Friday and Saturday until 24h00. Any noisy activity, including but without limitation thereto lawn mowing, may only be performed between the hours of 08h00 – 16h00 Monday to Friday and 09h00 – 16h00 on a Saturday and Sunday provided no unreasonable noise is made. Electric lawn mowers are preferred. It therefore follows that there are quiet hours from 22h00 to 08h00 on weekdays and all evenings before a weekday; and from midnight on Friday and Saturday evening to 09h00 on Saturday and Sunday morning. It is recorded, expressly, that Owners and residents have made a conscious choice to live in a communal environment and consideration must be given to their neighbours.
- 20.4 The Trustees may impose a reasonable fine to the Owners' account for offenders of section 20.1 – 20.3.

21. ERADICATION OF PESTS

An Owner shall keep his Section free of all damage-causing insects and, to this end, shall permit the Trustees, the managing agent, and their duly authorised agents or employees, to enter upon his 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. 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.

22. COMMUNAL FACILITIES

- 22.1 Communal facilities situated on the Common Property are for the use of Owners and Occupiers of Units. Provided they are accompanied by an Owner or Occupier, such facilities may be used by visitors or guests of any Owner or Occupier, provided such visitors or guests comply with these Conduct Rules and any other rules which may be put in place by the Trustees from time to time with regard to the use and enjoyment of the aforesaid communal facilities.
- 22.2 Owners and Occupiers of Units shall be responsible for the behaviour of any visitors or guests using such communal facilities. Only so many guests or visitors, so as not to prejudice the use and enjoyment of other Owners or Occupiers wishing to use the aforesaid facilities, shall be permitted. The Trustees reserve the right to restrict the use, by guests or visitors of the communal facilities including the right to place limitations on the times at which such facilities may be so used.
- 22.3 Use of the communal facilities for functions, meetings and similar activities shall be pre-arranged with the Body Corporate. The Body Corporate shall be entitled to impose limitations on such use including times and frequency and may impose any other reasonable terms and conditions pertaining to such use as the Body Corporate may deem necessary in the circumstances.
- 23. PAYMENT OF LEVIES**
- 23.1 A statement of account, in respect of the monthly levy and all amenities including, but not limited to: water, electricity and special levies, shall be communicated to each Owner on or before the last day of each month.
- 23.2 Each such account shall be due and payable on the first calendar day of the next month. In the event that the first calendar day falls on a weekend or a public holiday, the account shall be due and payable on the next working day of that next month.
- 23.3 Owners or Occupiers are required to pay their monthly levies timeously, failing which interest (which rate shall vary from time to time), shall be charged for the full month.

- 23.4 Should the monthly levy not be paid by the 7th of the month, a friendly reminder will be sent to the Owner, if the levy is not paid by the 14th of the month, a letter of demand will be sent to the Owner, if by the end of the month in which the levy is due the amount has still not been paid, the managing agent will be instructed to institute legal proceedings at the expense of the Owner or Occupier, which costs will be added to the levy statement / account.
- 23.5 The Trustees may impose a reasonable penalty system for accounts over 30 days in arrears.
- 23.6 All Owners of Units and other persons granted rights of occupancy by an Owner of the relevant Unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary in any lease or any grant or rights of occupancy.
- 23.7 The levies shall include the Owner's pro-rata share of the costs associated with the management, control and upkeep of the communal facilities in rule 22.
- 24. FINANCIAL APPLICATION OF FUNDS AVAILABLE IN THE BUDGET**
- 24.1 The Trustees shall apply the funds in accordance with an approved budget, e.g. Roof maintenance budget may not be used for gardening purposes etc.
- 24.2 Should the Trustees find that the budget is insufficient to cover a specific maintenance requirement; a general meeting of Owners will be called in order to adjust or amend the said budget by means of a year to date management account, three quotations to support the cost and a new projected expense.
- 24.3 The Body Corporate will maintain the soft jointing in any walkways, waterproofing, paint, driveways, plumbing and any plumbing ducts situated on the Common Property on a bi-annual and annual basis and Owners will pay any special levy associated with regard the maintenance from time to time.
- 25. CONTRAVENTION OF LAWS AND RULES**
- 25.1 As a result of a breach by an Owner of these Conduct Rules or any other obligations(s) to the Body Corporate, the Body Corporate or its elected Trustees may instruct an attorney to initiate court proceedings against the defaulting Owner who shall be liable for all costs and charges of whatsoever nature, incurred by the Body Corporate, on an Attorney and Client scale, as a result of such proceedings.
- 25.2 Owners and Occupiers shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation, statutory regulation or the conditions of any license relating to or affecting the occupation of the Scheme or the carrying on of business in the Scheme or the conditions of title applicable to their Unit or any other Unit.

- 25.3 The Trustees of the Body Corporate shall be enjoined to apply these Conduct Rules consistently and dispassionately. However, the Trustees may exercise their collective discretion in applying these Conduct Rules, if it would be reasonable, fair and just to do so.
- 26. NO LIABILITY**
- Neither the Body Corporate, the Trustees, or the managing agent shall be liable to any Owner, Occupier or tenant for any injury or damage of any description which the Owner, Occupier or tenant and/or member of the Owner's, Occupier's or the tenant's family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the Owner, Occupier or tenant may sustain physically to his or their property, directly or indirectly, in or about the Common Property or individual Units or in or about the parking bays or in or about any exclusive use areas or in or about any part of the Scheme and / or grounds in which the Common Property or individual Units are situated or for any act done or any neglect on the part of the Body Corporate or any employees, servants or agents of the Body Corporate. Neither the Body Corporate, nor the Trustees, nor the managing agent accept any responsibility or liability whatsoever in respect of the receipt or the non-receipt and delivery or non-delivery of goods, postal matters or correspondence.
- 27. ZONING**
- Owners and Occupiers shall comply with the provisions of the town planning scheme relating to the Land and shall not use their Units or the Common Property in contravention of the aforesaid zoning.
- 28. FINES**
- 28.1 Owners acknowledge that the Body Corporate shall be entitled to impose fines on the relevant Owner should either that Owner or any Occupier occupying through that Owner breach these Conduct Rules.
- 28.2 Owners and Occupiers hereby acknowledge that the Body Corporate shall be entitled to impose a fine in respect of any breach, whether by an Owner or Occupier, of these Conduct Rules. The Trustees shall, in the event of an Owner or Occupier being in breach of these Conduct Rules, notify the Owner, with a copy to the Occupier in the event that the person occupying is not the Owner, in writing, providing details of the rule breached and demanding that the Owner or Occupier stop such breach immediately.
- 28.3 In the event that the Owner fails to desist from the breach of the rule complained of in 28.2, the Trustees shall be entitled to address or send a letter to the Owner or Occupier concerned. Should the breach persist, the Trustees may impose the fines as authorised in 28.1.
- 28.4 The Trustees shall notify the Owner that a fine has been imposed and give reasons for their decision.

- 28.5 The Owner shall be entitled, within 7 days from receipt of the notice in 28.4 to make written representations to and give motivation to the Trustees as to why the fine should not be imposed.
- 28.6 The Trustees shall consider any written motivation in 28.5 and may thereafter either confirm imposition of the fine, reduce the fine or elect not to fine the Owner, provided the Trustees shall communicate their decision to the Owner within 14 days of their receipt of the Owner's representations in 28.5.
- 28.7 The decision of the Trustees in 28.6 shall binding provided that an Owner or Occupier shall be entitled to dispute such decision with the Community Scheme's Ombud or any other appropriate dispute resolution forum.
- 28.8 Any fine imposed as provided for in 28.1 and 28.2 shall be deemed to be a debt due by the Owner to the Body Corporate and shall be payable, following the month in which the fine is imposed together with payment of the levy by the Owner.
- 28.9 Accordingly, the members of the Body Corporate may, in a general meeting from time to time, determine the quantum of any fines as may be imposed by the Trustees in terms of these rules.
- 28.10 Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Owner.

29. DRONES

The Developer shall be entitled, for marketing and related purposes only and without reference to the Body Corporate, to fly drones over the Common Property provided the Developer's right to do so shall terminate 6 months after the Developer ceases to be a member of the Body Corporate.

No person may, in or about the Common Property, pilot a remotely piloted aircraft i.e. an unmanned aircraft which is piloted from a remote pilot station, including any model aircraft or toy aircraft or any drone type apparatus, save with the prior and express written consent of the Body Corporate, who may grant such consent in circumstances where the use of the aforesaid remotely piloted aircraft or drone is necessary for commercially related purposes.

30. PRE-PAID ELECTRICITY

- 30.1 It is recorded that the supply of electricity to the Units is on a pre-paid meter basis and managed in accordance with an agreement concluded from time to time by the Body Corporate and a third-party service provider. A copy of the relevant agreement shall be made available by the Body Corporate to its members or to Occupiers on written request.
- 30.2 Owners undertake not to tamper with any electricity metering systems and to comply with and abide by the terms and conditions of any such agreement from time to time.

31. RIGHT OF WAY SERVITUDE

- 31.1 It is recorded that the Scheme is established adjacent to Erf 2517 Eye Africa Extension 1 Township ("Erf 2517").
- 31.2 The Developer intends to establish a further sectional title scheme on Erf 2517 ("the Erf 2517 scheme").
- 31.3 The owner of Erf 2517 and subsequent owners of any units in the Erf 2517 scheme shall be entitled to traverse across the Common Property to access Erf 2517 and, in due course, the Erf 2517 scheme.
- 31.4 Reciprocally, the Owner/s shall be entitled to traverse across Erf 2517 and, in due course, the common property of the Erf 2517 scheme.
- 31.5 To give effect to 31.3 and 31.4, the Owners shall register a notarial deed of right of way servitude over the Common Property and, to that end, shall endeavour to pass the necessary resolution at duly constated meeting of the Owners.