



# **BODY CORPORATE CONDUCT RULES**

## **1. ANIMALS. REPTILES & BIRDS**

### **1.1 Written Permission**

An owner or occupier of a section shall not, without consent of the Trustees in writing, (Prior to signing any lease or sale agreement) which may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property. The housing of any animal, reptile or bird must be within the municipal by-laws boundaries.

### **1.2 Conditions**

The Trustees may prescribe any reasonable condition for the keeping of such animal, reptile or bird.

1.2.1 Owners and occupiers are required to keep their pets within the confines of their enclosed areas, and when taken into common areas must be on a leash and under strict supervision.

1.2.2 Owners and occupiers will be required to ensure that any mess made by their pets in the common areas is cleaned up by themselves, and immediately.

1.2.3 Pet owners are expected to ensure their pet dogs and cats are tagged displaying the owner's contact information and unit number. This will be at the owner's cost.

1.2.4 The Trustees will restrict the number of pets per unit to **2 (two)** and implore owners to consider the size of their pet in relation to their unit's size and position. No dogs, cats or any other permitted pets or animals are permitted which are measured to be taller than 50cm in height from the ground up to the top of the front shoulder blade.

1.2.5 No animals considered to be dangerous by the Trustees will be permitted.

1.2.6 No dogs are allowed to be kept in a unit other than a ground floor unit.

1.2.7 The Trustees and/or complex management are empowered to apprehend and handover to the municipal pound or SPCA any pets found roaming the estate with or without these means of identification.

1.2.8 The keeping of livestock, chickens or any other animals of this nature is prohibited.

1.2.9 No pets, except for guide dogs used to aid people with disabilities, may be brought onto the estate by any visitors, employees or contractors.

1.2.10 Any pet left abandoned, unattended or unsupervised for any period of time, not provided with adequate food and water at all times, or any pet that is abused in any manner or form, will be removed from the estate by the SPCA or any other appropriate authority on the instruction of the Trustees.

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

1.2.12 Animals shall not be permitted in or around any part of the swimming pool area and the Clubhouse.

1.2.13 All dogs and cats must be neutered / spayed and vaccinated with all the relevant documentation.

The conditions outlined by the Trustees will not be imposed unfairly but rather in the interests of the surrounding neighbours as well as in the best interests of the pet. The size of and care levels required for each pet will be considered prior to approval.

### **1.3 Withdrawal of Permission / Imposing of Administration fees / Removal of Pets**

The Trustees may withdraw such approval in the event of the contravention of any condition outlined by the Trustees, as prescribed in terms of clause 1.2 above. The Trustees reserve their rights in terms of imposing of administration fees (in terms of clause 24) and/or ordering the removal of Pets in the event of non-compliance of the above conditions. Time indicated for the removal of the pets will be at the discretion of the Trustees

#### **1.4 Liability**

The owner of any animal, reptile or bird that causes any injury, damage or inconvenience will be solely liable for such injury, damage or inconvenience. Any owner or occupier must ensure that their animals are not a source of disturbance (noise or otherwise) to other owners or occupiers.

#### **1.5 Trustees Decision Final**

The Trustees' decision regarding any matter with regards to animals, reptiles and birds shall be final and binding.

### **2. REFUSE DISPOSAL**

An owner or occupier of a section shall:

2.1 Maintain in a hygienic and dry condition, receptacles for refuse within his section, their exclusive use area or on such part of the common property as may be authorized by the Trustees in writing. Refuse may not be placed on the floor of the refuse area and may only be placed in the refuse receptacles as provided for. No garbage may be left outside any section.

2.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.

2.3 For the purpose of having the refuse collected; place such receptacle within the area (should the service provider be unavailable to do so) and at the times designated by the Trustees.

2.4 Not place any large cardboard, polystyrene or builder's rubble into the receptacle, but shall dispose of this in his / her personal capacity.

2.5 Shall not dispose of any household items, such as old furniture or appliances as the municipal refuse collection will not remove any of these items.

2.6 All residents must sort their domestic waste and deposit their tins/bottles/paper/plastic containers in the separate bins provided in the refuse areas to comply with the estates recycling requirements, if such requirements have been established.

### **3. VEHICLES**

#### **3.1 Parking**

No owner or occupier shall park or stand any vehicle on the common property, or allow any vehicle to be parked on the common property or demarcated parking bays, without the written consent of the Trustees, except in respect of those areas of the common property specifically demarcated for that purpose. No parking will be tolerated on the common property grass areas. All carports numbered with a section number are specifically provided for the exclusive use of the residents of that particular section. No broken down or other vehicles may be stored within the estate.

The Trustees may, for this purpose, from time to time demarcate areas of the common property where parking of motor vehicles are permitted, and similarly demarcate other areas of the common property where parking of motor vehicles is not permitted.

### **3.2 Tow-away**

The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked and/or standing or abandoned on the common property.

### **3.3 Leaks**

All owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property. If an owner or occupier of a section contravenes this rule they will compensate the Body Corporate for the fair reasonable and necessary cost of restoring / repairing / cleaning of such common property.

### **3.4 Repairs**

No owner or occupier of a section shall be permitted to dismantle or affect any major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.

### **3.5 License**

No owner or occupier of a section shall be permitted to drive any vehicle on the common property or in any Exclusive Use Area without a valid driver's license.

### **3.6 Speed**

No owner or occupier shall be permitted to drive a vehicle at more than 20 (twenty) kilometers per hour on any part of the common property or in any exclusive use area.

### **3.7 Dangerous Driving**

No owner or occupier shall drive or allow to be driven any vehicle on the common property or in any exclusive use area in any manner that may be dangerous to either himself or to anyone else or to any property. Dangerous driving includes but is not limited to driving at an excessive speed, reckless driving, not adhering to rules of the estate etc

### **3.8 Obstruction**

The owner or occupier of any section shall not park or permit to be parked any vehicle, or place any item or article, in such manner as to obstruct any passageways, roads, exits from or entrance to the building, or any entrance to or exit from any section or authorized parking bay of any other owner or lawful occupant.

The Trustees may in the event of contravention of this rule, cause to be removed or towed away any such vehicle at the expense of the owner of the vehicle or the owner or occupier of the section which the driver of the vehicle was visiting at the time.

### **3.9 Other modes of transport**

Caravans and boats are not allowed to enter the complex. Trailers may only be parked overnight within the owners allocated parking area and should not protrude or obstruct any other owner's parking area.

No unlicensed modes of transport are permitted to be utilized within the complex.

No skateboards, roller blades or similar other items are permitted to be ridden within the complex.

The use of tricycles/bicycles is at the residents own risk and as long as it does not constitute a nuisance to other residents. Any damage caused to common property because of reckless or careless use will be for the residents account and the use thereof in the common property can be withdrawn.

No quad bikes, off road scramblers or similar may be parked or driven within the estate.

No vehicle with a tonnage over 3.5 (three and a half) tons will be allowed to enter the complex.

The Trustees reserve their rights in terms of the imposing of Administration fees (in terms of clause 24) and/or removal of any of the above mentioned unauthorized modes of transport.

### **3.10 Parking Bays**

The allocation of the parking bays will always remain at the discretion of the Trustees. Visitors parking bays are not permitted to be monopolized by any *residents*. *A vehicle may not be parked in a visitors parking bay for a period longer than 48Hrs.*

### **3.11 Motor Vehicle Accidents**

The Trustees are not responsible for any motor vehicle accidents or incident as defined in the Road Traffic Act that occurs within the complex. (should the accident affect or have caused any damage to common property, the Body Corporate will effect the necessary repairs and the unit owner will be billed for repairs via their levy statement.)

### **3.12 Noise**

All cars entering the estate must reduce their radio volume control so as not to disturb the residents.

The use of vehicles, including motorcycles, which create excessive noise, is strictly prohibited.

### **3.13 Access Control Systems**

The William complex makes use of an access control system. All owners and/or occupiers and their visitors must comply with the requirements of the access control system/s as set out by the Body Corporate. Any owner or occupier or visitor found not complying with this system, in anyway, will be liable for an administration fee.

## **4. DAMAGE. ALTERATIONS. ADDITIONS TO THE COMMON PROPERTY**

### **4.1 Damage**

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 having obtained the written permission of the Trustees. Residents moving into or out of the complex will be held responsible for any damage to common property during the moving of furniture and appliances.

### **4.2 Security Gates**

Notwithstanding rule 4.1, an owner or person authorized by him / her, may install:

- a.** any locking device, safety gate, burglar bars or other safety device for the protection of his / her section; **OR**
- b.** any screen or other device to the inside of his / her section to prevent the entry of animals or insects.

provided that the Trustees have first approved in writing the nature, design and color of the device and the manner of its installation. (refer to the schematic diagram /attached annexure)

The Sectional Titles Act 95 of 1986 states that the outside of the units in a complex must be uniform and that no changes are permitted to the outside to destroy the facade of the complex.

The inside of the unit belongs to the owner and the owner may within reason erect approved security measures of his /her choice - however, the Trustees may intervene should the choice be damaging to the harmony and aesthetics of the complex.

For the outside of the section (i.e. security doors on the front door and rear sliding patio door), the following security measures are permissible:

- a.** Front security door to be Anthracite Aluminum and identical in specification as set out by the Trustees. (Please see addendum to Rules for specification)
- b.** Burglar bars are to be Q.D. Enamel anthracite Aluminum (Code: 58505 – B20G) Supplier Prominent Paint and identical in specification as set out by the Trustees. (Please see addendum to Rules for specification)
- c.** Rear sliding patio door to be Q.D. Enamel anthracite Aluminum (Code: 58505 – B20G) Supplier: Prominent Paint Identical to specification as set out by the Trustees.

## **5 APPEARANCE FROM THE OUTSIDE**

### **5.1 Appearance**

The owner or occupier of a section shall not place or do anything on any part of the common property, including patios, stoops, gardens or fences which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

### **5.2 Fences**

No owner or occupier of a section shall erect or allow to be erected any form of additional fencing on any part of the common property or in any exclusive use area.

### **5.3 Lighting**

No owner or occupier shall erect or cause to be erected or installed any lights or lighting apparatus on any part of the common property or exclusive use area without the written consent of the Trustees first having been obtained.

### **5.4 Structure Erection**

No owner or occupier shall erect any structure of any nature whatsoever, including but not limited to swimming pools, umbrellas, braai facilities, saunas and Jacuzzis and huts of any description which are of a permanent or semi-permanent nature, without the written consent of the Trustees first having been obtained. The erection of such structures without prior approval will result in the Body Corporate instituting the removal of the said item if not removed by the occupier after such warning.

### **5.5 Antennas, Satellite Dishes, Solar Water Heating and Air Conditioners**

Residents may not install aerials, satellite dishes or other antennas:

**5.5.1** on the roof of their sections without the prior consent and / or approval of the Body Corporate;

**5.5.2** in the garden of a section without the prior consent and / or approval of the Body Corporate.

The complex has satellite dishes and aerials installed and thereby no further satellite dishes are required.

### **5.6 Storage**

No owner or occupier shall store or allow to be stored any item on his balcony, other than pot plants and garden furniture having regard to the provisions following herein.

An owner or occupier of a section shall be permitted to place and keep on his balcony such pots and pot plants and garden furniture, being furniture meant and designated for outside use, as may be approved by the Trustees from time to time.

The Trustees reserve the right to instruct an owner or occupier to remove such pot plants, pots or garden furniture, or items of a similar nature from his / her balcony or exclusive use area, if in the discretion of the Trustees, such item or items are undesirable when viewed from the outside of a section.

## **6 SIGNS AND NOTICES**

No owner or occupier of a section shall place or allow to be placed any sign, notice, billboard, poster 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 or to infringe on an occupiers privacy.

## **7 LITTERING**

No owner or occupier of a section shall deposit or allow to be deposited or thrown on the common property, any rubbish including dirt, cigarette butts, food or food scraps or any litter whatsoever.

The owner or occupier of any section shall not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any section.

## **8 LAUNDRY**

No owner or occupier of a section shall hang any washing or laundry or any other items on any part of the common property so as to be visible from the outside of the building or from any other section. An owner or occupier of a section shall not erect his / her own washing lines.

The following will be permitted in terms of laundry/washing facilities, subject to prior approval from the Trustees:

**Ground floor / Garden units:** An owner or occupier of a section shall be permitted to erect a retractable washing line for outside use provided same complies with the standards as set out by the Trustee from time to time and is not visible from the exterior of the property.

**First, Second and Third floor units:** An owner or occupier of a section shall be permitted to make use of a non-permanent clothing horse on the patio of the unit. These are limited to the patio of each section and must be removed when not in use. No washing may be displayed overnight.

The trustees reserve their rights in terms of ordering the removal of items mentioned above

## **9 STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

### **9.1 Storage**

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

### **9.2 Firearms**

The owner and/or occupier shall comply with the Fire Arms Ammunition Act.

No firearms, pellet guns, catapults or bows and arrows may be discharged on or over the estate. No residents, family, visitors may openly display firearms on their person or otherwise anywhere on the estate.

### **9.3 Electricity Supply**

No owner or occupier of a section may tamper or have any work or repairs done to any electrical supply or apparatus that serves the common property. Any electrical faults on the common property must be reported to the Trustees or duly authorized agents of the Body Corporate.

### **9.4 Fires and Braais**

No owner or occupier of a section shall allow any form of fire inside his unit or on the common property, unless the fire is within an apparatus expressly designed for this purpose. It is strictly prohibited to throw cigarettes, cigarette stubs, matches etc., out of windows or anywhere on the common property. All flammable items must be kept in a safe place, and out of reach of children.

The owners or occupiers of any section shall not make fires or use barbeques or braais in a manner or at a time which causes inconvenience to the owners or occupiers of any other



section, or causes danger to the building or any part thereof or to any property of any other person or on designated leisure areas. The owner will remain liable for any damages caused. The Trustees reserve their rights in terms of imposing of administration fees (in terms of clause 24) and/or removal of any of the above in the event of non-compliance.

#### **9.5 Fire extinguishers / Fire hydrants**

No owner or occupier of a section shall tamper or allow to be tampered with any firefighting equipment on the common property, nor shall they park or allow to be parked any vehicle so as to obstruct access to any fire hydrant on the common property.

No fire extinguisher, firehose or similar device anywhere in a section or anywhere on the common property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, watering of gardens or any other unauthorized purposes. Any residents found to be utilizing the firefighting equipment will be subject to an administration fee of R1500.

#### **9.6 Fire Crackers**

No owner or occupier of a section shall be allowed to set off any size or make of fire cracker or any pyrotechnics device under any circumstance at any time.

#### **9.7 Power Tools and Equipment**

**9.7.1** The owner or occupier of any section shall not cause, or permit to be used anywhere in the building (including his / her section) or on the common property (including exclusive use area) any hand or power tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception, or which create any sound or noise, smells or fumes to which any other owners or occupiers may reasonably object.

**9.7.2** No owner or occupier may store or permit to be stored any power tools and equipment and / or similar items, including work benches, work tables in or on any part of the common property or his / her exclusive use area, including but not limited to the balcony and balcony area of his / her section, and the carport designated to him / her for use.

### **10 MAINTENANCE**

**10.1** The owner or occupier of a section shall at all times and at his / her own expense, maintain his / her section and exclusive use area in good, clean, hygienic, tidy and habitable order and condition, and shall be responsible at his / her own expense for:

**10.1.1** all interior painting, maintenance, remedying of blockage of sewers and sanitary equipment and connections;

**10.1.2** remedying of water pipes in his section;

**10.1.3** remedying of excessive water overflow of any equipment or installation of his section and Exclusive Use Area.

**10.2** All owners and occupiers shall be obliged at all reasonable times to grant access to the Trustees, their staff and agents, to their sections or Exclusive Use Area and any other part of the common property, for the purpose of performing any necessary maintenance, effecting repairs or performing other such tasks and matters incidental thereto.

**10.3** All owners and occupiers shall be obliged at all reasonable times to grant access to their sections, Exclusive Use Area or other part of the common property, to the Trustees, their staff

and agents, for the purpose of enforcing these rules or when it is reasonably necessary in the best interests of the Body Corporate.

**10.4** The owners and occupiers of any section shall not interfere with flora, wild or cultivated, growing on common property other than the individual garden areas allocated to such owners. All owners and occupiers shall ensure that such areas are not despoiled in any way.

**10.5** No plants, trees or shrubs on the common property may be trimmed without prior written approval from the Trustees. It is recorded that certain of the flora are protected by law and that any owner or occupier interfering with or damaging, or in any other way acting in respect of such flora contrary to the provisions of the law, may be liable for prosecution.

**10.6** No owner or occupier shall cause to be planted in the gardens on the common property or any part of exclusive use area, any plants, shrubs, or trees without first obtaining written consent of the Trustees. It is specifically recorded that no owner or occupier shall plant any creepers or creeping plants, or plants which have a tendency to creep, in their exclusive use area unless s/he ensures that it does not encroach on his neighbour or the complex's electric fence and/or boundary wall(s), and keeps it cut back at all times.

**10.7** The owner or occupier is required to notify the Trustees and Security if any repairs / maintenance will be carried out at his / her section so as to avoid any unauthorized entry to the section or complex.

## **11 ERADICATION OF PESTS**

An owner or occupier of a section shall keep his section free from white ants, borer, other wood destroying insects, other pests and insects and to this end shall permit the Trustees, the Managing Agent and their duly authorized agents or employees to enter upon his / her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate such pests. The cost of inspection, eradication of any such pests as may be found within the section, shall be borne by the owner of this section involved.

## **12 NOISE AND DISTURBANCE**

### **12.1 Noise**

**12.1.1** No owner or occupier of a section shall make or allow to be made an excessive noise at any time, so as to disturb the other units (excessive shall be at the discretion of the Trustees).

**12.1.2** The owner or occupier of any section shall not play or cause or permit to be played, any radio, television set, tape or other recording device, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other owner or occupier, or to any other person.

**12.1.3** Permission from the Trustees, in writing, is required in advance for any parties or large social gatherings that are to take place at the recreation area. Weekday parties will stop at 22h00 (including a Sunday night) and weekend parties will stop at 24h00. It is the Trustees' discretion as to what constitutes excessive noise during the party and after the party. No consumption of alcohol is permitted in the common areas, other than those areas specifically allocated

**The Trustees reserve their rights in terms of disconnection of services in the event that the above rule is not adhered to.**

**12.1.4** No owner or occupier of any section shall practice or cause to be practiced in any part of the common property, including his exclusive use area and / or section, any hobby or activity, such as meetings, gatherings, weddings, funerals, etc of any nature to which other owners or occupiers might object and must comply with all relevant council by-laws.

**12.1.5** Parking in the event of a social gathering - shall be dependent on demarcated parking bay availability. It would be the responsibility and cost of the resident hosting the social event to provide a security guard to watch the cars parked outside the complex, should there be no more demarcated visitor parking bays available.

**12.1.6** In the event of a social gathering, please note that it is not the duty of the authorized agents or contractors' staff responsibility to clean up afterwards. It is the responsibility of the host of the social gathering.

**12.1.7** At the Trustees' discretion, actions will be taken should noise levels and behavior be considered unacceptable and in contravention of the complex rules.

**12.1.8** Mechanical maintenance work, including the use of power-saws, lawn mowers and similar tools, is only permitted the following hours: Monday to Friday 8h00 to 16h00 and Saturdays 09h00 to 15h00.

## **12.2 After Hours**

No owner or occupier of a section shall make or allow to be made any noise after 22h00 (Sunday to Thursday) or 24h00 (Friday to Saturday) and before 07h00 on Mondays to Saturdays and before 09h00 on Sundays.

## **12.3 Hooters**

No owner or occupier of a section shall sound or allow to be sounded any hooter unless in a case of emergency.

## **12.4 Children**

No owner or occupier of a section shall allow any child to make noise in the immediate vicinity of any section. Children are to be requested to keep the noise levels as low as possible.

Children may not play in the roads, driveways or at the entrance of the gate or surrounding gate area. Parents will be responsible for the full account for any repairs undertaken when children in any way damage property, whether this is private or the complex common property. Children must be encouraged to not play near or around any parked vehicles so as to prevent any possible damage to private property. Occupant shall properly supervise their children, their children's friends and children of their visitors so that no provision of these rules is infringed, that no nuisance is caused to any occupant.

Designated play areas have been identified throughout the complex and may change as per the discretion of the Trustees.

## **13 STAFF AND EMPLOYEES**

### **13.1 Employment**

The members of staff that are required by the Body Corporate to maintain the premises shall be employed and dismissed by the Trustees only, at their own discretion.

No owner or occupier of any section, other than a person(s) empowered by the Trustees to do so, shall instruct the staff (gardeners, security, cleaning, etc) to do any work in the Exclusive

Use Area and / or common property, or to run errands or to do private work during normal working hours, except in a case of emergency.

All members of staff employed by the Body Corporate are employed to perform tasks pertaining to the running and upkeep of the complex; they may under no circumstances be used by any owner or occupier to perform private tasks whilst they are on duty.

### **13.2 Complaints**

An owner or occupier who has a complaint about any member of staff is to report it in writing to the Trustees or the appointed estate manager and is not to reprimand any member of staff or person in any way.

### **13.3 Domestic Employees**

Any owner or occupier of a section who has a domestic employee is to make sure that the employee knows and understands the conduct rules and adheres to them at all times. The employee is the owner or occupier's responsibility at all times.

Owners / tenants are expected to inform the Estate Manager should they have a domestic worker in their employ and will, at their own cost, make available a copy of the domestic worker's identity document as well as an ID photograph to be attached to the registration document. Domestic workers will under no circumstances be allowed in to the complex without being registered and fingerprinted.

Residents shall ensure that their employees do not loiter on the common property, do not use the facilities of the common property including the pools, toilets and clubhouses.

Under no circumstances can an employee of any residents be provided with permanent access to the estate.

## **14 VISITORS**

Any owner or occupier of a section who receives visitors or guests is to make sure that their visitors comply with these conduct rules at all times. The owner and/or occupier is responsible for the actions of all their visitors at all times.

## **15 LETTING OF UNITS**

### **15.1 Notification**

Should any owner let their property, they shall advise the Managing Agent and the estate manager in writing of the name and contact details of the occupier and the period of the lease and provide the Trustees with a copy of the lease agreement.

### **15.2 Rules**

The owner shall provide the lessee with a hard copy of all conduct rules and other rules as an addendum to the lease agreement. The owner shall ensure that the lease agreement causes to bind the lessee to the said Rules. The registered owner will become liable for any contravention of the conduct rules by the occupier, visitor or employee.

### **15.3 Obligation**

No letting or parting with occupation shall in any way release the owner from any of their obligations to the Body Corporate, in terms of the rules and / or in terms of the Sectional Titles Act 95 of 1986, as amended.

## **16 BUSINESS OR LEISURE ACTIVITIES**

### **16.1 Sales**

No auction, jumble sale or any other sale shall be held on or in the property without first obtaining written permission from the Trustees.

### **16.2 Advertisements**

Notwithstanding clause 16.1, units that go on show may for the day of the show house only have the minimum number of pointer boards required to point out the unit on show. 'For sale', 'on show' or 'To let' signs herein referred to may only be erected on weekends at 10h00 and must be removed by 17h00. The sign may be placed on the show day at the entrance of the gate and may not obscure any person's vision or path. No banners, flags or balloons may be displayed for this purpose. All signs not displayed in accordance with these provisions shall be removed. Estate agent signs are allowed at the discretion of the Trustees and provided they are registered with the Body Corporate via the Estate Managers office.

16.3 No business, profession or trade may be conducted in any unit or on the common property except by permission of the Trustees.

## **17 COMPLAINTS**

Should an owner or occupier have a complaint of whatever nature, this should be directed to the Trustees or the estate manager in writing. No verbal complaints will be entertained.

## **18 POOL AREA**

**18.1** No pets or animals are to be permitted in the pool area.

**18.2** The Trustees absolve themselves from any responsibility concerning the use of the pool area.

**18.3** No alcoholic beverages or glass containers will be allowed in the pool area.

**18.4** A resident who will be responsible for the behavior of their visitors must accompany residents' visitors using the facility.

**18.5** All persons using the pool area are to keep it in a clean and tidy condition and all refuse must be removed from the area after use.

**18.6** Any Trustee shall have the right in his / her own discretion to demand that anyone using the pool area in an unacceptable manner shall leave and such persons shall comply therewith immediately.

**18.7** Noise levels must be kept down as there are units in close proximity to the recreation area / pool area. All noise must cease by 22h00 on Sundays to Thursdays and by 24h00 on Fridays and Saturdays. Furthermore, any noise prior to these times must not be so loud as to disturb other residents.

**18.8** The pool area remains accessible to all other residents.

**18.9** No children under the age of 12 years old are permitted to enter and/or utilize the pool area unless accompanied by a supervising adult.

**18.10** The Trustees reserve their rights to order the removal of any unattended children making use of the swimming pool area that are not adequately behaving and or not adhering to an acceptable noise level.

18.11 The swimming pool cleaning equipment or lifesaving equipment may not be removed or tampered with. Anyone found doing so will be subject to a R1500 administration fee.

18.12 The gates of the pool areas must be kept closed at all times for safety reasons.

18.13 No ball games are permitted in the clubhouse areas.

18.14 No nude swimming or sunbathing is permitted in the swimming pool area.

18.15 No diving or jumping in the pool is permitted

18.16 No bicycles, scooters or charcoal braais are permitted in the pool or Clubhouse facilities

18.17 No floatation devices are permitted other than those assisting those who cannot swim to swim, such as arm bands etc.

## **19 DESIGNATED PLAY AREAS**

**19.1** No pets or animals are to be permitted in the designated play areas for children.

**19.2** The play areas are for use at own risk. The Trustees and Managing Agent absolve themselves from any responsibility concerning harm, injury and/or theft which may occur whilst making use of the play areas.

**19.3** No alcoholic beverages or glass containers will be permitted within the designated play areas.

**19.4** Any damage caused to the play apparatus, whether incurred by a resident or visitor of a resident, will be for the account of the resident and will be charged to the owner's levy account.

**19.5** Residents & visitors children using the play areas are to keep it in a clean condition and all refuse is to be removed from the area after use.

**19.6** Any Trustee shall have the right, in his/her own discretion, to demand that anyone using the play area in what he/she may determine is an unacceptable manner, shall leave and such person(s) shall comply therewith immediately.

**19.7** Noise levels as indicated in clause 19 must be strictly adhered to as there are units in close proximity to the play area.

**19.8** No children under the age of 12 years old are permitted to enter and/or utilize the play area unless accompanied by a supervising adult.

## **20 FUNCTIONS**

Currently the complex has facilities for functions or gatherings on common property, namely the Wine Cellar, pool and braai areas. All functions are therefore limited to a maximum number of 25 people (including the resident hosting the gathering) per function in the applicable area. No more than 10 visitor vehicles will be allowed access into the complex. A guest list for the function must be supplied to the Trustees or Estate Manager with a minimum of 48Hrs hours prior to the function, to enable monitoring of access into the complex.

The times to be adhered to are no later than 22h00 on a Sunday to Thursday and no later than 24h00 on a Friday and Saturday. No functions should start earlier than 09h00 in the morning. It must be noted that The William pool and braai area is for the use and enjoyment of all residents and their guests.

The following procedures are to be followed for booking the pool, wine cellar or braai area:

**20.1** Owners or occupiers need to approach the Trustees a minimum of 7 days in advance to make a booking for the function. Functions in the Wine Cellar are managed by the onsite restaurant.

**20.2** A deposit, as determined from time to time by the Trustees, will be required on the day of booking in cash.

**20.3** An amount, as determined from time to time, will be refunded to the resident only once it is confirmed that no damages have been caused or that no transgressions of the Conduct Rules has occurred. The retained funds will be received by the Body Corporate for any future upgrades. However, should any damages exceed the amount retained; the resident will remain liable for all repair and replacement costs.

**20.4** The owner or occupier will be responsible for tidying the facility and surrounding pool area of any debris or litter, immediately after their function. Alternative arrangements to clear the relevant areas abovementioned before 08h30 the following morning may be made, and at the discretion of the Trustees.

**20.5** The facilities remain open to all residents at all times, excluding the Wine cellar that is booked for exclusive use.

**20.6** The Wine Cellar is a smoke free zone

## **21 TRUSTEES DECISION IS FINAL**

**21.1** In respect of the interpretation of these rules, and all decisions to enforce these rules, the Trustees' decision shall be final and binding.

**21.2** An owner or occupier of a section, who contravenes any conduct rule, shall be liable to an administration fee (in terms of Clause 24)

**21.3** If as a result of a breach of any of these conduct rules by any owner or occupier, the Trustees instruct an attorney the defaulting owner or occupier shall be liable for all costs and charges of whatsoever nature on an attorney client scale incurred by the Trustees as a result thereof.

**21.4** The Trustees have been elected by the owners to fulfill a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees person or property will result in legal action.

## **22 WRITTEN PERMISSION**

Written permission by the Trustees shall only be valid if signed by the majority vote of the Trustees.

## **23 BREACH OF THE SCHEME'S RULES OR PROVISIONS OF THE ACT**

**23.1** If the conduct of an owner or an occupier of a section or his or her visitors in the opinion of the Trustees constitutes:

**23.1.1** a nuisance, or

**23.1.2** a breach of any duty of the owner under section 44 of the Act, or

**23.1.3** a breach of any of the duties of owners and occupiers of sections contained in prescribed management rules 68 to 70 (inclusive), or a breach of any of the conduct rules, the Trustees may furnish the owner or occupier with a written notice which may in the discretion of the Trustees be delivered by hand, email or registered post. In the notice the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if he or she persists in such conduct or contravention, an administration fee will be imposed

on the owner of the section. The administration value will be reviewed by the Trustees from time to time.

**23.2** If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular rule or section of the Act, the Trustees may convene a meeting of Trustees to discuss the matter.

**23.3** A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner or occupier at least 7 days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as he or she is permitted by the Chairperson, he or she may not participate in the conduct of the meeting.

**23.4** After the owner or occupier has been given the opportunity to present his or her case, and if 75% (seventy five percent) of the Trustees present at the meeting agree that a provision of the scheme rules or the Act has been breached, the Trustees may by majority decision retain or remove the imposed administration fee/s. Administration fees for ongoing or recurring offences will be doubled for every offence.

**23.5** The monetary amount of the administration fees in terms of this rule shall, at the request of any owner, be reviewed at any annual general meeting and may be amended by majority vote.

**23.6** A Trustee shall not be entitled to participate at the meeting referred to in the above clause in that capacity if she or he or any person who occupies the section which she or he owns or represents is the alleged offender.

**23.7** Any administration fee imposed in terms of clause 23.4 may, if it is not paid by the offender within 14 days after the offender has been notified of the imposition of the administration fee, be added to the contribution which an owner is obliged to pay in terms of section 37(1) of the Act and claimed by the Trustees as part of the monthly installments payable by the owner.

## **24 INDEMNITY**

The owner or occupier, their family, employees, guests and sub-contractors shall indemnify, defend and hold harmless the Trustees of the Body Corporate, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description; including any reasonable attorneys' fees and / or litigation expenses caused by, arising out of, or contributed to in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Trustees, their employees, agents, representatives, or sub-contractors' employees, agents or representatives in connection with or incidental to the performance of this Agreement. The duly elected Trustees of this Body Corporate shall under no circumstances be held personally liable whilst performing their duties as Trustees unless found to be grossly negligent