

21 HAFELE - LA CLEMENCE SECTIONAL TITLE SCHEME

CONDUCT RULES

1. ALTERATIONS AND RENOVATIONS

- 1.1 Owners who wish to undertake alterations to and renovations of their unit must appreciate that their proposed activities may affect others within the development and it is most important firstly that any detrimental impact is kept to an absolute minimum and that, once started; the work is completed expeditiously within the work period applied for. It is the function of the trustees of the body corporate to ensure that all alterations and renovations undertaken are done with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants. The trustees will delegate this function to the managing agents who will carry out this function in terms of their appointment. Each owner shall adhere to any rules, regulations and/or directions made and/or given by the trustees or the managing agents in respect of any alterations and/or renovations undertaken by such owner.

The following broad definitions shall apply:

- 1.1.1 "alterations" shall mean any work involving structural alterations or additions to a section or unit involving the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which effects the exterior appearance of a section or unit;
- 1.1.2 "renovations" shall mean any internal redecoration or refurbishment or the existing exterior of a unit or section including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitary-ware, floor coverings, etc;

The trustees of the body corporate shall determine in their sole discretion whether the work proposed constitutes "alterations" or "renovations" as referred to herein.

The procedure for obtaining approval shall be as follows:

1.2.1 Alterations:

- 1.2.1.1 where alterations as defined above are involved:
- 1.2.1.1.1 the application with a sketch plan accompanied by a structural engineer report or consent of the proposed alterations, shall be submitted to the trustees of the body corporate for agreement in principle to be obtained;
- 1.2.1.1.2 after approval in principle by the trustees of the body corporate, it is the responsibility of the owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the local authority;
- 1.2.1.1.3 a copy of the plans as approved by the local authority shall be submitted to the trustees of the body corporate;
- 1.2.1.1.4 if the trustees of the body corporate consider in their sole discretion, it necessary, they shall be entitled

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at the cost of the applicant to seek the advice of an architect (or other professional assistance) as to the acceptability of the proposals.

1.2.2 Renovations

- 1.2.2.1 where only renovations as defined above are proposed, this application shall be submitted to the trustees of the body corporate:
 - 1.2.2.1.1 written confirmation that the work may proceed with be conveyed to the owner by the trustees of the body corporate with whom a date for the commencement of the work shall be arranged. The trustees of the body corporate shall also supply information in respect of access by contractor's workmen and the maintenance of security within the building (of utmost importance);
 - 1.2.2.1.2 no work may be started until written approval has been conveyed by the trustees of the body corporate in writing as above and the deposit mentioned below shall be paid to the trustees of the body corporate;
 - 1.2.2.1.3 the owner accepts responsibility for any damage caused by him or his contractors to common property or to other units in the block and hereby indemnifies other owners and the body corporate against such damage;
 - 1.2.2.1.4 contractors must clean up common property each afternoon before leaving the site, failing which the trustees of the body corporate shall be entitled to appoint building staff to do so at overtime rates, at the owner's sole expense;
 - 1.2.2.1.5 no rubble shall be left in the grounds of the complex overnight;
 - 1.2.2.1.6 all doors and windows being installed shall conform in outward appearance with the other doors and windows installed in similar positions elsewhere in the building;
 - 1.2.2.1.7 each owner hereby indemnify the body corporate in respect of any damage caused to the common property, either inside or outside the building, and shall pay all costs of repairing or restoring the damages caused during the course of carrying out any alterations to such owner's section.

1.2.3 No alternations and/or renovations shall be carried out outside normal business hours Monday to Friday.

1.2.4 A deposit of R 5,000 (five thousand rand) (or such amount as may be determined by the trustees of the body corporate from time to time in their sole discretion) shall be payable before any renovation or alteration work commences, from which the costs of rectifying any damage to common property (e.g. road coverings, woodwork, paintwork, plumbing, etc) as also any other charges accruing against the owner shall be deducted.

1.2.5 The aforementioned deposit shall be paid into the account of the body corporate with the interest for the body corporate's account in lieu of the administration of the deposit.

1.2.6 Any charges, expenses or costs accruing against the owner arising from matters contained anywhere in the foregoing conditions are payable on demand and shall be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet the whole of such costs, then such deficiency shall be payable on demand.

1.2.7 Any balance of the deposit remaining shall be repaid to the owner after completion of the alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit, together with all accrued interest on the deposit.

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- 1.2.8 It shall be the responsibility of the owner to ensure that its contractors and workmen comply herewith.
- 1.2.9 No air conditioning units may be affixed to the exterior of a unit without written consent of the trustees of the body corporate.

2. PARKING BAYS

- 2.1 An owner shall not use his or her parking bay/s or permit in such manner or for such purpose as is likely to impair the safety, appearance or amenity of sections or other parts of the common property.
- 2.2 No vehicles shall be washed by using a fire hydrant, however, vehicles may be washed in the parking bays allocated to an owner.
- 2.3 An owner shall permit the body corporate, and/or other owner's access to and across his or her or its allocated parking bay/s for purposes reasonably required for the maintenance, upkeep and cleaning of the parking bay and surrounding areas.
- 2.4 An owner shall not permit any heavy duty vehicles, commercial vehicles or trucks to park in the allocated parking bays or common areas.
- 2.5 An owner shall not dismantle any part of a vehicle or attend to maintenance of any vehicles on allocated parking bays and/or the common areas.
- 2.6 The body corporate shall be responsible for maintaining the parking bays in a clean, hygienic, neat and attractive condition. The expenses to be incurred by the body corporate in respect of the foregoing, shall be apportioned equally over the total number of parking bays and the trustees of the body corporate shall be entitled to recover from the owners, such equal portions of the expenses as relate to the parking bays in respect of which they enjoy the exclusive right of use.
- 2.7 The owners upon whom the rights of exclusive use and enjoyment of a parking bay or bays have been conferred shall not be entitled to erect carports, shade-ports or other structures on the parking bay areas.
- 2.8 Improvements to parking bays shall only be permitted if authorised by special resolution and if applicable to all parking bays for uniformity.

3. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 3.1 Owners or occupiers of sections shall ensure that their visitors and guests:
 - 3.1.1 observe any road signs on the common property;
 - 3.1.2 do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees of the body corporate not to be in the interest of safety;
 - 3.1.3 do not allow any unlicensed person or vehicle to drive within the common property; and
 - 3.1.4 speed limit of 15km (fifteen) kilometres per hour within the complex shall be adhered to.
- 3.2 Hooters shall not be sounded within the common property other than in the case of an emergency.
- 3.3 Vehicles may be parked only on such areas of the common property as are specifically indicated and approved by the body corporate for that purpose and in such a way that the flow of traffic and access to and ingress from parking bays is not obstructed. One vehicle may not occupy two parking bays.
- 3.4 Vehicles that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the trustees of the body corporate, and with their prior written consent.
- 3.5 The trustees of the body corporate may cause to be removed or towed away, at the risk and expense of the owner of any vehicle parked, standing or abandoned on the common property in contravention of these rules.

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- 3.6 An owner or occupier of a section shall ensure that an exclusive use area for parking purposes is not used by him, his visitors or his guests unless that owner or occupier is entitled to use such exclusive use area.
- 3.7 All vehicles which are illegally parked or parked in contravention of any of these rules shall be clamped or towed away and a fine as determined by the trustees of the body corporate, in their sole discretion, shall be levied.
- 3.8 Parking of vehicles upon the common property shall be subject to the express conditions that every vehicle is parked 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 consequence of his vehicle being parked on the common property.
- 3.9 An owner may not without the written consent of the trustees of the body corporate, which consent shall not be unreasonably withheld, let or sub-let the parking bay or in any other manner dispose of such parking bay or his rights therein.
- 3.10 The Trustees have the right to demarcate by yellow lines where parking is prohibited.
- 3.11 The use of soap box carts, skate boards, roller-skates etc. are STRICTLY PROHIBITED.
- 3.12 No caravan, boat, trailer, motor cycle, bicycle, tricycle, trailer or commercial vehicle may be used or parked on the common property or be parked in front of parking bays. Delivery vehicles or for instance "bakkies" are however allowed.
- 3.13 Any person contravening any of the above rules, shall receive a written warning and shall receive a fine of R 350 (three hundred and fifty Rand) for each infringement. Such fine shall be payable along with the next levy and will be automatically deductible. Should the trespasser be a guest of an inhabitant, the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.

4. ADVERTISING SIGNS

- 4.1 The developer shall be entitled to erect and display such advertising sign/s on the property including the common property and any section as it in its sole discretion may deem fit, until the transfer of the last property.
- 4.2 During the development period, owners or their agents intending to sell or let their unit(s) shall not be entitled to erect any advertising sign(s) on the property including the common property and/or any section at all.
- 4.3 After the completion of the development, owners or their agents intending to sell or let their unit(s) shall not be entitled to erect any advertising sign(s) on the property including the common property and/or any section without the prior written permission of the trustees of the body corporate which, in the event of their giving such consent, shall be entitled to prescribe such conditions as they may deem fit regarding the situation and aesthetics of such sign(s).

5. SECURITY

5.1 General

- 5.1.1 Access to and egress from the gated development shall be obtained by means of remote device.
- 5.1.2 The trustees may from time to time make rules in regard to the access control security systems including the management and use thereof and the recovery of costs of the systems from the owners.
- 5.1.3 Resident-access control measures (if any) may not be used by any person other than an owner or occupier of a section.
- 5.1.4 Domestic workers must be registered by the owner or occupier concerned for purposes of a domestic worker for all access control measures, the costs of which shall be borne by the owner or occupier concerned.

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5.2 Burglar bars and gates

- 5.2.1 The pattern of burglar bars at the windows and the safety gates should conform to the architects design and specifications.
- 5.2.2 The burglar bars shall be affixed on the inside of a unit.
- 5.2.3 The gates and bars shall conform to the architects design and specifications.

6. **BBQ FACILITIES**

- 6.1 Only the owner or occupier of a section shall be entitled to bbq at the facilities designated for that purpose.
- 6.2 No open fires allowed on private balconies.
- 6.3 Only webers or similar type Bbq'ing devices may be used on private balconies.

7. **M-NET / SATELLITE TV**

- 7.1 An owner or occupier of a section who wishes to connect to the satellite dishes installed or to be installed for their benefit shall be allowed to install the relevant decoder equipment to receive M-Net and/or satellite TV, on condition that the owner or occupier shall be responsible for his own subscription fee in respect of such decoder subject to the benefit of such special rate as may be agreed (if any) by the trustees of the body corporate with the relevant service provider.
- 7.2 No owner or occupier of a section shall install any additional television aerial or satellite signal receiving apparatus to any part of the building where it is visible from the outside of the building or from any other section unless this is done with the written consent of the trustees of the body corporate.

8. **INTERNET**

An owner or occupier of a section shall not install or allow to install internet aerials visible at the outside of a section and wireless interconnectivity shall be used in so far possible, unless this is done with the written consent of the trustees of the body corporate.

9. **PETS**

- 9.1 An owner or occupier of a section shall not be entitled to keep pets, reptiles, birds or an animal of any nature without the written consent of the body corporate.
- 9.2 Should consent be granted in terms of clause 9.1 above, the body corporate shall impose rules at the discretion of the body corporate, to ensure that pets do not cause nuisance of any nature.

10. **COMMON FACILITIES**

- 10.1 The common facilities on the common property including the swimming pool, drying yard, gym with ablution facilities and laundry ("the facilities") are primarily for the use of owners and occupiers of sections, provided that the trustees shall be entitled, in their sole discretion, to allow the general public access to any of the facilities as they deem fit.

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- 10.2 Owners and/or occupiers shall be responsible for the behaviour of their children, visitors or guests and shall ensure that their number at any time is not such so as to prejudice the comfort, enjoyment or convenience of other owners and/or occupiers wishing to make use of the facilities.
- 10.3 Rowdy and boisterous behaviour and/or excessive use of alcohol and/or excessive noise shall not be permitted and quiet shall be observed between 22h00 and 08h00. The trustees of the body corporate shall be entitled to prohibit any owner and/or occupier and/or their children, visitors or guests from the use of the facilities in the event of a breach of these rules and/or any rules and/or other regulations made by the trustees in terms of paragraph 10.6 below.
- 10.4 All owners and/or occupiers using the facilities shall ensure that the facilities are left in a clean and neat condition after their use thereof and shall be liable for the replacement of any furniture or equipment damaged or lost during such usage.
- 10.5 The use of the facilities shall be entirely at own risk, and neither the body corporate nor the trustees accept any responsibility of whatsoever nature in respect of any harm, loss and/or damage sustained by any person in the course of, incidental to or in connection with using the facilities, and each owner and occupier hereby indemnifies and holds harmless the body corporate, the trustees and the managing agents against any claims of any of their respective family members, visitors and/or guests against the body corporate and/or the trustees and/or the managing agents in respect of any harm, loss and/or damage sustained in the course of, incidental to or in connection with using the facilities.
- 10.6 The trustees may from time to time make rules and other regulations in regard to the use of the facilities including (but not limited to) the access and times of access to the facilities.
- 10.7 The Body Corporate shall be entitled by Special Resolution:
 - 10.7.1 to enter into agreements with third parties in regard to the management and operation of any of the facilities;
 - 10.7.2 to lease out any of the facilities for the benefit of owners.

11. REFUSE DISPOSAL

An owner or occupier of a section shall:

- 11.1 maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
- 11.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 11.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- 11.4 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 11.1 above.

12. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

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- 12.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the trustees.
- 12.2 Notwithstanding clause 12.1 above, an owner or person authorised by him, may install:
 - 12.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - 12.2.2 any screen or other device to prevent the entry of animals or insects; provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.

13. **APPEARANCE FROM OUTSIDE**

An owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property and gardens, which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. Nothing may be stored on balconies except bbq devices (Weber).

14. **LITTERING**

- 14.1 An owner or occupier of a section shall not deposit, throw, or permit or allow depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 14.2 No objects may be placed on the window sills and balcony walls.
- 14.3 No cigarette butts, paper etc. may be thrown out of the flats or from the balconies.

15. **LAUNDRY**

- 15.1 The laundry shall be only for the use of owners or occupiers of sections.
- 15.2 The trustees shall, in their sole discretion, be entitled to enter into an agreement with a laundry operator in respect of the lease of the laundry premises and the operation of the laundry.
- 15.3 An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

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

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

17. **LETTING OF UNITS**

All tenants of units and other persons granted rights of occupancy by any owner or the relevant unit 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.

18. **ERADICATION OF PESTS**

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An owner shall keep his section free of white ants, borer and other wood destroying 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.

19. BREACH

- 19.1 In the event of an owner committing any breach of any of the provisions of the management rules and/or conduct rules of the body corporate from time to time, and failing to remedy such breach within 3 days of the date of delivery by hand or posting by post of written notice calling upon such owner to remedy the same; or
- 19.2 committing or suffering the commission of any repetition of any breach or any of the terms and conditions of the management rules and/or conduct rules of the body corporate which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the member to desist from and/or not to repeat or suffer the repetition of the breach complained of;
- 19.3 the trustees of the body corporate shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner or occupier, to take such action as may be available to it or them, either to enforce the relevant provision of the rules, or alternatively impose a fine appropriate to the misconduct, or alternatively to restrain the defaulting member from continuing or repeating the unlawful conduct complained of as may be available to the trustees of the body corporate, all without prejudice to any other rights that may lie against the defaulting owner or occupier for the recovery of any damages or loss which the body corporate or any other owner or occupier may suffer as a result of such breach and/or failure to remedy the same.
- 19.4 In the event of the body corporate instituting any legal action or proceedings against an owner or occupier as a result of any breach of the management rules or conduct rules of the body corporate or in terms thereof, such owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between attorney and own client, including collection commission, on a scale as determined by the Law Society from time to time.

20. QUIET TIMES

Silence should be kept during the following hours:

- 20.1 Mondays to Thursdays: From 22h00 to 08h00
- 20.2 Fridays and Saturdays: From 24h00 to 08h00
- 20.3 Sundays: From 13h00 to 16h00
- From 22h00 to 08h00

21. OCCUPATION OF UNIT

- 21.1 The maximum number of persons who may occupy any unit permanently in the case of a 2 (two) bedroom unit, are limited to 4 (four) persons, but never more than 3 (three) adults at a time. In the case of a 3 (three) bedroom
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unit, persons are limited to 8 (eight) persons, but never more than 4 (four) adults at a time. Where a legal entity owns a unit, the unit may be occupied by a person or persons nominated from time to time, subject to the written approval of the Trustees. This permission may not unreasonably be withheld.

- 21.2 An auction may not be conducted on any part of the property, nor any advertisement be erected inside or outside the building, on the common property or on any exclusive use area.
- 21.3 No article or object may be left or stored on the common property or on an exclusive use area without the prior written permission of the Trustees.
- 21.4 A tent or any other construction may not be erected on the common property or on an exclusive use area.
- 21.5 A unit may only be utilized for residential purposes.
- 21.6 No business or trading may be conducted from a unit, except with the written permission of the Trustees.
- 21.7 No store room may be utilized for residential purposes.

22. MONTHLY CONTRIBUTIONS

- 22.1 All levies are payable 1 month in advance by the owners and are to be paid before or on the 1th (first) day of every month.
- 22.2 Should an owner be in arrears with any payment, he may be given a written warning to pay arrears within 10 (ten) days of the date of the letter. Should he not pay within 10 (ten) days, the Trustees shall have the right to take the following steps:
 - 22.2.1 To stop all normal services to the unit until the arrears amount has been paid. These services may include amongst other electricity supply, water supply, refuse removal and the maintenance of the unit. The owner or lessee are obliged to give access to the unit to the Trustees or their representatives in order that they may effect the above arrangements. The owner remains liable for payment of the full monthly contribution during the period in which the above services are suspended. Lessee will be informed of any proposed suspension of services on the same day as delivery of the letter of the demand to the owner.
 - 22.2.2 Despite the above, the Trustees may sue the owner for arrears contributions or any other amounts due and owing by the owner to the Home Owner's Association.
 - 22.2.3 Interest at 25% (twenty five percent) per annum shall be levied on all arrears amounts with effect from the first day of the month on which the owner became in arrears.
 - 22.2.4 Should the owner as referred to in sub-rule 22.2.2 above, be summonsed, or receive a letter of demand from any attorney in order to collect the arrears amounts, costs will be payable on a scale as between attorney and own client.
- 22.3 The Trustees do not have to send monthly statements to owners. Should an owner become in arrears, only a letter of demand will be served.

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22.4 Should an owner require statements of accounts, he will be liable for the costs thereof.

23. PENALTIES

23.1 A person contravening any of the rules herein, may receive a written warning from the Trustees or its agent as well as a penalty of R250 (Two hundred and Fifty Rand) for each infringement. Should the trespasser be a guest of an inhabitant, the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.

23.2 In such warning is not heeded and any rules thereafter being contravened by such person, or somebody residing with him, or somebody in his service, or a guest, within a period of 2 (two) months from date of the written warning, a fine in the sum of R500 (Five hundred Rand) may be levied against the owner's levy account for each infringement thereafter, and he will be obliged to pay same promptly. This right to fine the trespasser does not impinge on any other rights which the Trustees may have against such trespasser. Should the trespasser be a guest of an inhabitant, the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.

23.3 The penalty may be adjusted annually at the General Annual Meeting should the members find it necessary.

24. GENERAL

24.1 N/A.

25. EXCLUSIVE USE OF GARDEN AREAS AND COMMON GARDEN AREA

25.1 The garden area shall be kept in a tidy and neat condition, and be watered sufficiently. The Trustees shall have the lawns mowed regularly. The lawn on the exclusive use areas shall only be mowed. Access to a garden area should also be given for the general maintenance of the property, for instance paint-work or repairs.

25.2 A garden area may not be used in such a fashion as to detriment the safety, appearance and attractiveness of the common property.

25.3 A garden area shall at all times be kept neat. No rubble, paper, sand, bricks, etc. may be deposited, thrown or permitted on the property.

25.4 The Trustees are to maintain all lawns, shrubs and trees.

25.5 Every occupant should as far as possible ensure that members of its family, guests and other people do not damage the lawns, shrubs, trees, lights, benches etc. any person who damages the common property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.

25.6 An owner or occupant may not remove or transplant any plant, shrub or tree on the common property without the written approval of the Trustees.

25.7 Exclusive use garden area shall not be enclosed and access may not be denied to garden and maintenance service providers.

25.8 Owners with gardens may apply to the Trustees for approval to install palisade fencing, not higher than 1.2m which cost shall be for the owner of the section.