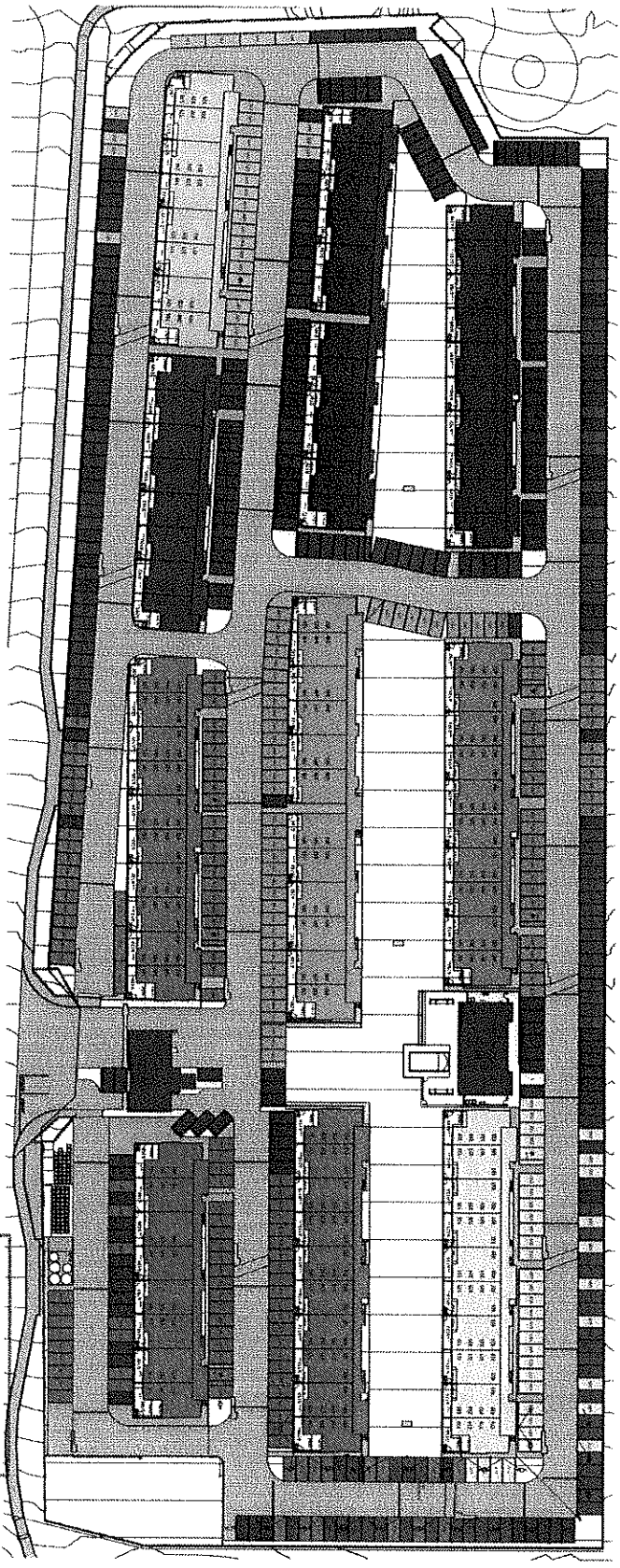


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COJ
 City of Johannesburg
 City Engineer
 06 MAR 2020
APPROVED

NO.	DESCRIPTION	DATE	BY	CHECKED	SCALE
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Parking & Garage Area Allocation
 SCALE: 1:250

**WATERFALL RIDGE APARTMENTS BODY CORPORATE CONDUCT RULES IN TERMS
OF SECTION 10(2)(b) OF THE SECTIONAL TITLES SCHEMES MANAGEMENT ACT NO.
8 OF 2011**

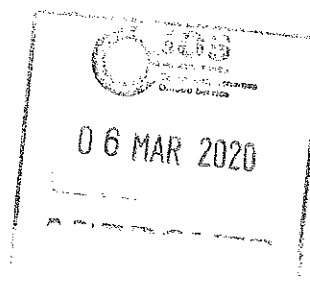
Version 1



OCTOBER 2, 2019

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1. INTRODUCTION

The developer has elected in terms of section 10(2)(b) of the Sectional Titles Scheme Management Act, 2011 (Act 8 of 2011) to substitute the statutory conduct rules set out in Annexure 2 of the aforesaid Act with the rules contained herein (the "Conduct Rules")

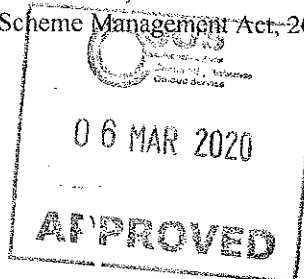
This Sectional Scheme is situated on erf 2212 Vorna Valley ext 101 which is governed by Waterfall Precinct Owners Association (NPC), (the "HOA") and it is specifically recorded all Owners, Lessees and occupants will be bound by the HOA's Memorandum of Incorporation and Rules together with these Conduct Rules. If any of these Conduct Rules are in conflict with the HOA's Memorandum of Incorporation or Rules then the Memorandum of Incorporation and Rules of the HOA will prevail over the Conduct Rules.

Every Owner, as stated aforementioned, will become a member of the HOA. In accordance with the provisions of the HOA the Body Corporate will be represented at the HOA by one representative appointed by the Trustees of the Body Corporate and in accordance with the MOI of the HOA.

2. DEFINITIONS

In the interpretation of these Conduct Rules, unless the context otherwise indicates: -

- 2.1 "**Communal facilities**" means all areas designated for common use and includes lawns, buildings, facilities and grounds on the outside of the Sections and Exclusive use areas;
- 2.2 "**Common Property**" means all areas other than Sections or Exclusive use areas;
- 2.3 "**Chief Ombud**" means the chief ombud defined in Section 1 of the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011);
- 2.4 "**CSOSA**" means the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011);
- 2.5 "**Estate**" means the entire development known as "Waterfall Ridge Apartments";
- 2.6 "**Exclusive use area**" means areas or sections of the common property described in section 27 Sectional Titles Act, 1986 (Act 95 of 1986) which areas or sections are delineated on a sectional plan for a specific purpose in terms of section 5 (3) (f) of the Sectional Titles Act, 1986 (Act 95 of 1986) for the exclusive use by an Owner or Owners of sections within the sectional scheme or any exclusive area reserved in the management or conduct rules of the scheme for exclusive use by an Owner or Owners' of sections within the sectional scheme;
- 2.7 "**HOA**" means Waterfall Precinct Owners Association (NPC) a company formed or to be formed in accordance with the applicable laws of South Africa;
- 2.8 "**Lessee**" means any person to whom an Owner leases his Unit and includes a sub-lessee, or any other paying or non-paying occupant of the Unit from time to time;
- 2.9 "**Management Rules**" means Rules contained in Annexure 1 of the Sectional Title Scheme Management Act, 2011 (Act 8 of 2011);
- 2.10 "**Owner**" means the registered owner(s) of a Unit who shall be responsible for the members of his family, his servants, workers, guests and his occupants;
- 2.11 "**Section**" means each section as reflected on the sectional plan;
- 2.12 "**Sectional Scheme**" means Waterfall Ridge Apartments Sectional Title Scheme situated on erf 2212 Vorna Valley extension 101;
- 2.13 "**STA**" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force thereunder;
- 2.14 "**STSMA**" means the Sectional Title Scheme Management Act, 2011 (Act 8 of 2011);



- 2.15 “Trustees” means Trustees appointed by the body corporate and also includes an alternate trustee and
- 2.16 “Unit” means a Section together with its undivided share in the Common Property apportioned to that Section in accordance with the quota of the Section.

3. INTERPETATION

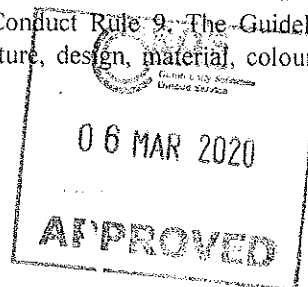
- 3.1 The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- 3.2 Unless the context clearly indicates a contrary intention: -
- 3.2.1 the singular shall include the plural and vice versa;
- 3.2.2 a reference to any one gender shall include the other gender;
- 3.2.3 a reference to natural person includes juristic person, trusts and partnerships and vice versa;
- 3.2.4 Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words and expression in such Rule;
- 3.2.5 Words and expressions to which a meaning has been assigned in the STA, STMA and CSOSA, shall in the Rules bear the meaning that has been assigned to them in terms of the same, unless inconsistent with the context;
- 3.2.6 When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday and
- 3.2.7 Where numbers are expressed in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.

4. DIRECTIVES

- 4.1 The Trustees may from time to time issue directives in connection with any Conduct Rule.
- 4.2 The directives shall not be in conflict with any Management or Conduct Rule.
- 4.3 The directives shall provide direction as to the practical application of a Conduct Rule. The Trustees may through their directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The Trustees are not authorized to create further Conduct Rules through their issuing of directives.

5. GUIDELINE

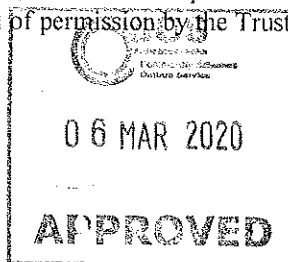
- 5.1 The Trustees may from time to time prepare and revise guidelines to control all aspects of the design and appearance of the building and structures within the Sectional Scheme, including any alteration or additions referred to in Conduct Rule 9. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of



- installation required to ensure the uniformity of construction of structures referred to in Conduct Rule 9.
- 5.2 The Guidelines shall, by virtue of these Conduct Rules, be binding upon all Owners, Lessees and occupants of Sections once the Trustee have issued such Guidelines.
 - 5.3 The Guideline can contain guidelines and specifications in connection with the layout of gardens within the Sectional Scheme.
 - 5.4 The garden policy as compiled from time to time by the Trustees can also be included in the Guidelines.

6. ANIMALS, REPTILES AND BIRDS

- 6.1 An Owner, Lessee or occupant of a Section may keep domestic pets in a Unit, provided that the number of animals in totality within a Unit will be limited to two pets per Unit and provided further that in respect of dogs in respect of occupiers of Units without a garden, only small dogs of less than 40cm in height measuring from the top of the dog's shoulder to the ground shall be permitted. Occupiers of ground floor units shall be limited to two (2) dogs per Unit, without a limitation being imposed on their size. An Owner, Lessee or occupant suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the Trustees' consent to keep that animal in a Section and to accompany it on the Common Property, irrespective of the size of such assistance animal. Occupiers shall ensure the pets are constrained to the Unit, unless accompanied by the occupier on a leash or in a cage. Occupiers shall take all steps necessary to ensure their pets are not a nuisance to their neighbours.
- 6.2 When granting such consent, the Trustees may prescribe any reasonable condition/s. The Trustees may from time to time prescribe further conditions pertaining to the keeping of pets in Sections.
- 6.3 The Trustees may withdraw such consent in the event of any breach of any condition/s prescribed in terms of sub-rule 6.2 or contained in this Conduct Rule.
- 6.4 In suitable circumstances, the Trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a Section and the Common Property, and the Owner, the Lessee and the occupant of the relevant Section shall be liable jointly and severally for the costs relating to the application, including such costs as are referred to in the Management Rules.
- 6.5 Upon the breach of, or non-compliance with, the provisions of this Conduct Rule, the Owner, Lessee or occupant of the relevant Section may become liable for a penalty or penalties imposed under Rule 20 or the Management Rules (whichever may be applicable).
- 6.6 An Owner, Lessee or occupant must ensure that their pets are licenced and inoculated in accordance with any statutory requirements relating to such pet. The Owner, Lessee or occupant must upon the request of the Trustees produce such licence and certificates proving that their pet is licenced and inoculated.
- 6.7 Dogs are to be kept on a leash at all times on any Common Property.
- 6.8 An Owner, Lessee and occupant shall ensure that their pets do not cause a nuisance or disturbance to any other Owner, Lessee or occupant. Should their pet become a source of contention, as evidenced by official complaints by other Owners, Lessees or occupants, the Trustees may issue a warning to the Owner, Lessee or occupant to stop such disturbance. Failure to remedy may lead to withdrawal of permission by the Trustees to keep the pet, and a directive issued to remove such pet.

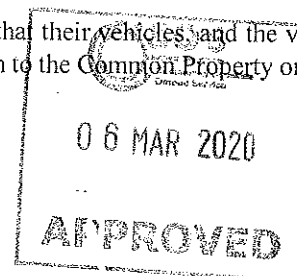


7. REFUSE DISPOSAL

- 7.1 Each Owner, Lessee or occupant of a Section shall:
- 7.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within his/her Section, his Exclusive use area or on such part of the Common Property as may be authorized by the Trustees in writing;
 - 7.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
 - 7.1.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees;
 - 7.1.4 upon collection of the refuse, promptly return such receptacle to his Section or other area referred to in paragraph 7.1.1.

8. VEHICLES

- 8.1 Owners, Lessees and occupants shall adhere to the speed limit and shall keep a proper lookout for other motor vehicles and pedestrians when driving their motor vehicles on the Common Property. Motor vehicles may not travel at speeds in excess of speed limits imposed by the relevant authority in accordance with applicable law (or by the body corporate, should it be competent for the body corporate to do so) on any part of the Common Property.
- 8.2 Vehicles of Owners, Lessees or occupants are to be parked on their designated Exclusive use parking areas.
- 8.3 Vehicles of visitors may only park on such areas as are specifically demarcated "Visitors."
- 8.4 Vehicles of Owner, Lessees or occupants shall be parked in their designated Exclusive use parking area at all times so as to leave manoeuvring space for access to neighbouring parking areas.
- 8.5 Owners, Lessees or occupants are responsible to ensure that their visitors park in the correct place, and do not cause any obstruction either in relation to other parking areas or otherwise.
- 8.6 No Owner, Lessee or occupant 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, without the consent of the Trustees in writing.
- 8.7 If a vehicle is left parked, standing or abandoned on the Common Property, or elsewhere on the Communal facilities without the consent of the Trustees, the Trustees may:
- 8.7.1 after having given the owner of the vehicle a written notice to remove the vehicle within the period specified in the notice (which written notice may be given by leaving such written notice on the vehicle), cause the vehicle to be removed or towed away at the risk and expense of the owner of the vehicle; and/or
 - 8.7.2 impose the prescribed fine on the owner of the vehicle or the Owner in respect of which such vehicle is attributable as a Lessee, guest, invitee or otherwise of the Owner.
- 8.8 Owners, Lessees and occupants 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.

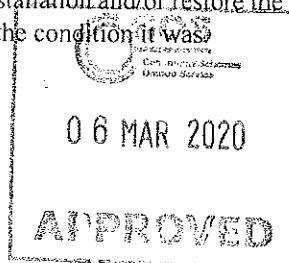


- 8.9 No Owner, Lessee or occupant shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property, an Exclusive use area or in a Section.
- 8.10 Owners, Lessees and occupants are specifically prohibited from cleaning or washing their vehicle on the Common Property and are not allowed to use any of the facilities of the Common Property for cleaning or washing their vehicles including but not limited to water from the Common Property.
- 8.11 Owners, Lessees and occupants of a Section within the Sectional Scheme will operate their vehicle, and will ensure that their visitors and guests operate their vehicle, with the utmost care within the Sectional Scheme, and vehicles producing excessive noise will be prohibited from entering the Sectional Scheme.
- 8.12 No caravans, motorboats, trailers or any other watercraft may be parked on the Common Property without the prior written consent of the Trustees.
- 8.13 Vehicles of 3 tons and above are only allowed inside the Sectional Scheme for delivery or collection of furniture after prior approval has been received from the Trustees. In the event that any damage is caused by any such trucks, the Owner, Lessee and occupant whose Section is being visited shall be liable jointly and severally for the costs of repairing such damages.
 - 8.13.1 No alterations to the Communal facilities, Common Property, Exclusive use areas and/or parking areas may be made by any Owners, Lessees or other occupants of the Sections.

9. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 9.1 An Owner, Lessee or occupant of a Section shall not:
 - 9.1.1 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;
 - 9.1.2 install any locking device, safety gate, burglar bars or other safety device for the protection of his Section or any screen or other device to prevent the entry of animals or insects;

without first obtaining the written approval of the Trustees which approval shall include but not limited to the approval by the Trustees of the nature and design of the devices and the manner of their installation.
- 9.2 Should the Owner not obtain the consent of the Trustees in writing prior to installing the installations referred to in 9.1 above or should the Owner or the person authorised by the Owner not comply with the specification specified by the Trustees and should the Owner fail to comply with a written notice from the Trustees to rectify the transgression or breach of this Conduct Rule within the period specified in such notice then after the expiration of the period specified in the notice the Trustees:-
 - 9.2.1 may impose the prescribed fine on the Owner as set out Annexure A hereto and/or
 - 9.2.2 may apply to court for an order at the cost of the Owner to compel him to comply with the notice and/or
 - 9.2.3 may compel the Owner to remove the installation and/or restore the relevant portion of the building or Common Property to the condition it was



10. APPEARANCE FROM OUTSIDE

- 10.1 The Owner, Lessee or occupant of a Section used for residential purposes shall not place or do anything on any part of the Common Property, including balconies, patios, stoeps, and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Section including but not limited to tv aerials, air-conditioning units, satellite dishes, washing lines and other devices on which washing may be hung, pot plants, or hang inner-curtains, blinds or curtains of colours which impact on the aesthetics of the Sectional Scheme, and any other unsightly fixtures, fittings and objects which may or may not be permanent in nature.

11. SIGNS AND NOTICES

- 11.1 No Owner, Lessee or occupant of a Section, used for residential purposes, 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 first having been obtained.

12. LITTERING

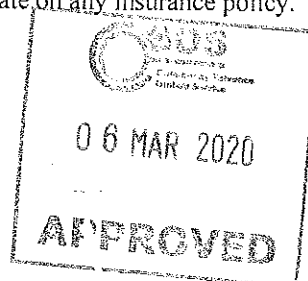
- 12.1 An Owner, Lessee or occupant of a Section shall not deposit, throw, or permit or allow depositing or throwing, on the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

13. LAUNDRY

- 13.1 An Owner, Lessee or occupant of a Section shall not be allowed to erect any additional washing lines. The washing line and the originally designated area is the only washing line and area that may be utilised to hang washing.
- 13.2 An Owner, Lessee or occupant is not permitted to hang any washing or laundry or any other items on any part of the building or the Common Property, including any balustrade, wall or fence so as to be visible from outside of the building, from any other Section or the Common Property.
- 13.3 The hanging of laundry will be at the Owners', Lessees' or occupants' risk.

14. STORAGE OF DANGEROUS GOODS AND OTHER DANGEROUS ACTS

An Owner, Lessee or occupant shall not store any dangerous goods and/or materials (including but not limited to flammable goods), or do or permit or allow to be done, any other dangerous act in the Section, building or on the Common Property or any other area within the Sectional Scheme which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.





15. BRAAIING ON TERRACES, YARDS AND GARDENS

- 15.1 No fires are permitted on balconies, terraces, yards or gardens, and Owners, Lessees and occupants are not permitted to use Weber type braais, charcoal burners or similar braai devices.
- 15.2 Only smokeless or gas braai devices may be used by Owners, Lessees and occupants to braai on their, terraces, yards or gardens, provided that no hazard or nuisance is caused to other Owners, Lessees or occupants and that braai equipment is stored out of sight when not in use.
- 15.3 Each Unit is limited to 3 (three) 9 kg Gas Cylinder which must be stored out of sight when not in use.

16. GAS INSTALLATIONS

No Owner, Lessee or occupant is permitted to make any gas installation of a permanent or temporary nature within their Section or Exclusive use area without complying with the provisions of the Occupational Health and Safety Act No. 85 of 1993, and the Regulations thereto as amended from time to time and without the prior approval of the Trustees having been obtained.

17. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

- 17.1 All Lessees of Sections and other persons granted rights of occupancy by any Owner of the relevant Sections are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 17.2 Owners shall ensure that these Conduct Rules, the HOA's Memorandum of Incorporation and HOA's Rules are incorporated into their lease agreements as an annexure thereto and as a term of the contract, include that the breach of any of the provisions of the documents referred to above will entitle the Body Corporate, HOA and Owner and/or lessor to impose a penalty or fine in accordance with the provisions hereof, by written notice to that effect to the Lessee. An Owner and/or lessor shall be obliged to impose a penalty or fine in accordance with the provisions hereof, by written notice to that effect to his Lessee upon receipt of a written notice by the Trustees requiring the imposition of a penalty or fine in accordance with the provisions hereof, provided that the decision and request of the Trustees must be reasonable in the circumstances.
- 17.3 Owners shall be jointly and severally liable together with their Lessees, guests and occupants for any breach of the Conduct Rules, the Memorandum of Incorporation of the HOA and/or any rules of the HOA and for any fines or penalties imposed in terms thereof.
- 17.4 An Owner or Lessee, who lets, sub-lets or otherwise grants occupation of a Section, whether gratuitously or not and irrespective of the lease period, shall comply with the following provisions and shall ensure compliance thereto by the relevant occupants and his letting agent:
 - 17.4.1 A written lease agreement must be concluded with the Lessee;

- 17.4.2 Copies of the Conduct Rules, the HOA's Memorandum of Incorporation and HOA's Rules must be attached to and be incorporated into the lease agreement as a provision of the lease agreement;
- 17.4.3 The following provisions must be incorporated into the lease agreement:
 - 17.4.3.1 The Lessee hereby acknowledges that Waterfall Ridge Apartments is a residential Sectional Scheme and that he and the occupants of the Section will be bound by the provisions of the Conduct Rules, the HOA's Memorandum of Incorporation and HOA's Rules.
 - 17.4.3.2 The Lessee further acknowledges that the Trustees have the power to impose penalties ad fines in respect of contraventions of the Conduct Rules and that other remedies are available to the Body Corporate in terms of the Conduct Rules.
- 17.4.4 No Owner or Lessee or his letting agent may give occupation of the Section to any person until all the provisions of sub-rules 17.3.3.1 to 17.3.3.3 above have been complied with.
- 17.4.5 A copy of the lease agreement must be submitted to the Trustees or the managing agent upon their request.
- 17.5 Lessee's and proposed Lessee's will be required to complete an application form provided by the Body Corporate / Trustees and to submit a copy of his/her identity document and/or passport.
- 17.6 Owners shall ensure that their agents agree to be bound by and to comply with the provisions of these Conduct Rules.
- 17.7 Should, after a warning, the offending agent continue to breach the Conduct Rules, then the offending agent will only be allowed access when accompanied by the Owner concerned. If, notwithstanding the warning, the offending agent still continues to breach the Conduct Rules, then the Trustees shall be entitled to impose a penalty or fine on the Owner in accordance with the provisions of the Conduct Rules.
- 17.8 Notwithstanding anything to the contrary contained herein, an Owner of an Exclusive Use Area shall only be entitled to rent out such Exclusive Use Area to an Owner, Lessee or occupant of a Section in the Sectional Scheme or to the Body Corporate.

18. ERADICATION OF PESTS

An Owner, Lessee or occupant 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 authorized 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.

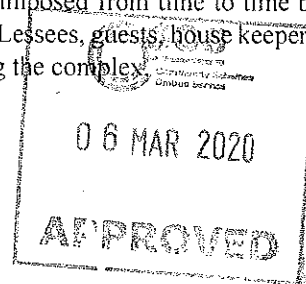
19. NOISES AND / OR NUISANCE



- 19.1 No noise that is excessive, in the discretion of the Trustees, may be created at any time in a Section or on the Common Property.
- 19.2 After 22h00, noise levels should be reduced to reasonable noise levels, whilst quietness should be maintained in Sections and on the Common Property between the hours 24h00 and 07h00. In the context of “reasonable noise” this refers to noise that can be heard by immediate neighbours only and “quietness” implies that little to no noise should be heard by the immediate neighbour.
- 19.3 All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the Trustees.
- 19.4 The horns of motor vehicles may not be sounded at any time on the Common Property, except as a warning of imminent danger or in the case of an emergency.
- 19.5 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a Section, any part of the Common Property or in any area within the Sectional Scheme.
- 19.6 No firearms may be discharged in a Section, any part of the Common Property or any area within the Sectional Scheme except under such circumstances, which would reasonably justify the use of a firearm for self-defence and related purposes.
- 19.7 The use of power tools, hammering and other noise generating equipment shall not be permitted after 18h00 on weekdays, and before 10h00 and after 14h00 on Saturdays, and not at all on Sundays.
- 19.8 No smoking of any substance including but not limited to tobacco, marijuana, and/or any other regulated substance by means of cigarettes, e-cigarettes, or by any other means or through any other device shall be allowed on the Common Property, or in the Communal facilities and a fine shall be imposed on the Owner in respect of any breach hereof by an Owner, and/or the Lessee/s, guest/s and/or invitee/s of an Owner.
- 19.9 No Owner, Lessee or occupant may permit anything to be done in his or her Section, Exclusive use area or on the Common Property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other Owners, Lessees or occupants of the buildings, or permit or cause any disturbance or allow his or her children or visitors of their children to cause any disturbance which in the opinion of the Trustees would constitute a nuisance or an invasion of the right of privacy of other Owners, Lessees or occupants.

20. SECURITY, SAFETY AND RISK

- 20.1 Owners, Lessees and occupants of Sections must at all-time ensure that the security and safety of other Owners, Lessees, invitees and occupants and their property are preserved, and in particular must:
 - 20.1.1 Handle their access controls responsibly and must report any loss of an access control to the Trustees.
 - 20.1.2 Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed.
 - 20.1.3 Ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons.
 - 20.1.4 Comply with any security measures and Directives imposed from time to time by the Trustees. This is applicable to residents, Owners, Lessees, guests, house keepers, ground staff, contractors and any other party entering the complex.



- 20.1.5 All persons on the Common Property or using any of the Communal facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Body Corporate of any nature whatsoever arising neither from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate shall not be liable for any injury, death, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the Common Property, Communal Facilities, any Exclusive use area, in respect of any amenities and/or in the individual Sections nor for any act done or for any neglect on the part of the Body Corporate or any of the body corporate employees, agents or contractors.
- 20.1.6 The Body Corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 20.1.7 All employees must be registered with the Trustees, or such security protocols as otherwise directed by the Trustees. Only registered employees will be allowed on to the premises. Accordingly, family, friends and visitors of employees are expressly excluded.
- 20.1.8 Domestic workers/private gardeners will only be permitted entry into the estate on the day provided for on the identity card. Should a domestic worker be required to work on an alternative day, the security officer must be advised in writing by the resident.
- 20.1.9 Employees must complete a domestic worker application form, furnish 1 colour identity photographs, and furnish a valid South African Identity Document or Valid Home Affairs Documents stating Asylum Seeker, Refugee Status or Work Permit. The Estate Manager will manufacture the identity card and the cost thereof is to be paid in cash to the Estate Manager.
- 20.1.10 Employees without an access card will not be allowed entry into the complex. They will need to access the Unit as a visitor would. The Unit will take responsibility for them in the same way that they are responsible for their visitors.
- 20.1.11 Access cards for employees that are working within the complex based on workers permits/ asylum seeker status will have an expiry date that aligns with the employees corresponding documentation expiry terms.
- 20.1.12 Under no circumstances can an employee or contractor be provided with a remote control for the estate's gates for security reasons.
- 20.1.13 20.1.12 Residents shall not request any contractor of the body corporate or employee of such contractor of the body corporate to perform work on their behalf.
- 20.1.14 Access control protocols apply 24 hours per day and are as follows unless otherwise informed in writing;
- 20.1.15 All residents must obtain a remote control in order to allow themselves access to the estate. Under no circumstances should a spare gate remote control be provided to any person who is not resident in the estate.
- 20.2 Owners, Lessees and occupants of Sections must ensure that all visitors must adhere to the following:
- 20.2.1 The visitors must know the number of the Unit and name of the Owner before attempting entry;
- 20.2.2 The visitor must contact the security guards and announce himself/herself/themselves to the guard with his/her/their name(s) and who he/she/they are visiting and which Unit;
- 20.2.3 The visitor will provide the security guard with his vehicle registration number.



- 20.2.4 The guard will contact the Unit/occupant requested and request said occupant's permission to allow the visitor access;
- 20.2.5 If there is nobody in the Unit, the visitor will not be granted permission to enter the estate;
- 20.2.6 Owners are required to regularly update their and their Lessee's information by completing the Owner/Lessee form supplied by the Estate Manager including vehicle registration numbers;
- 20.2.7 Upon selling the Unit or a lease expiring, all remote controls must be returned to the Owner of the Unit.
- 20.2.8 The Security of the complex is paramount to protect all residents of the Estate, and accordingly, no mistreatment or ill-treatment of the security personnel shall be allowed by any resident. In the event that any resident/occupier/ Lessee of the Estate is found to abuse the security personnel in the proper operation of their duties as the custodians of the Estate's security, then such resident/occupier/ Lessee shall be liable for an extensive fine.

21. SECURITY AND ACCESS CONTROL

- 21.1 Should the estate change the current access control system, residents will be notified by the estate manager of the new operational procedures.
- 21.2 No tailgating through the gates/booms allowed.
- 21.3 No resident may allow a contractor or delivery person to their Unit to walk around the complex unattended.
- 21.4 No Unit is allowed to grant access to a guest that is visiting a Unit other than their own.
- 21.5 All attempts at burglary or instances of fence jumping or breakages, must be reported to the Estate Manager and a member of the security staff as soon as is reasonably possible.
- 21.6 Hawkers will not be allowed within the confines of the complex for whatever reason at any time.
- 21.7 Security will not intervene in domestic disputes. The armed reaction will be called to deal with the disturbance.
- 21.8 Security can be requested to notify a Unit having a function/ party to keep the noise levels at the required levels as per the conduct rules. Any other noise disturbances that are of a personal nature need to be sent as a written complaint as security is unable to intervene in these matters.

22. COMPLAINTS

All complaints, requests, suggestions and disputes, must be in writing and be addressed to the managing agent and be submitted to them. If an Owner is dissatisfied with the decision of the managing agent or the Trustees they may within seven (7) calendar days request in writing that the matter be referred to a meeting of the Body Corporate. If a dispute cannot be resolved, the dispute may be referred for a dispute resolution, to the Chief Ombud.

23. RELAXATION OF RULES



No indulgence or relaxation in respect of these Conduct Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.

24. COMPENSATION FOR DAMAGES

If an Owner, Lessee or occupant or any invitee of an Owner, Lessee or occupant causes damage to the Common Property, the Owner shall be liable to the Body Corporate for the damage caused and for the costs of repairs.

25. WRITTEN NOTICES

- 25.1 A notice in terms of these Conduct Rules must be in such format as the Trustees may from time to time prescribe, which includes but is not limited to written, printed or electronic matter that provides information or evidence or that serves as an official record, and that binds the Body Corporate.
- 25.2 A notice will be regarded as having been properly delivered, if:
- 25.2.1 delivered to the Owner, Lessee or occupant by hand, in which event it shall be regarded as having been received on the date of delivery, or;
 - 25.2.2 delivered by registered post to the Owner, Lessee or occupant to the Section owned by such Owner or occupied by such Owner, Lessee or occupant, in which event it shall be regarded as having been received on the 4th day after the date of posting, or;
 - 25.2.3 delivered by fax or e-mail to the Owner, Lessee or occupant, in which event it shall be regarded as having been received on the date of transmittal.

26. CONTRAVENTION OF THESE RULES, THE MANAGEMENT RULES, HOA MOI, HOA RULES OR THE STA, STSMA

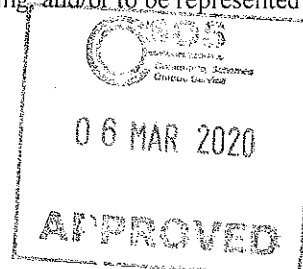
- 26.1 If an Owner, Lessee or occupant or the Invitees of an Owner, Lessee or occupant contravene/s these Conduct Rules, the Management Rules, the Memorandum of Incorporation of the HOA, any rules of the HOA, the STA and/or the STSMA, or any other applicable laws the Trustees shall be entitled, without prejudice to the other rights or remedies which the Body Corporate may have in law, or in terms of the STA or the STSMA, any other Act, the Management Rules, HOA Rules. or these Conduct Rules, including to claim compensation for damages, to:
- 26.1.1 enter the Section, Exclusive use area, Communal facilities, and/or the Common Property to take such action as may be reasonably required to remedy the contravention and hold the Owner of the Section liable for the costs incurred in this regard; and/or
 - 26.1.2 bring a court application for a suitable order; and/or
 - 26.1.3 institute arbitration proceedings; and/or
 - 26.1.4 apply to the applicable Chief Ombud for a suitable order; and/or



- 26.1.5 institute mediation proceedings or expert intervention; and/or
 - 26.1.6 impose a fine and/or penalty on the Owner of the Section in terms of Conduct Rule 25, or otherwise in terms of the Conduct Rules and the annexure hereto.
- 26.2 Aforesaid provisions may, where applicable, also be applied to Lessees or occupants of Sections.

27. IMPOSITION OF PENALTIES

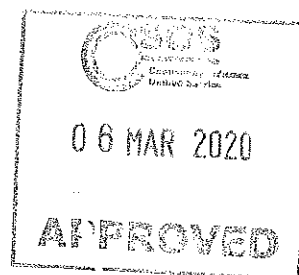
- 27.1 If the conduct of an Owner, Lessee or occupant or the Invitees of an Owner, Lessee or occupant constitute/s a nuisance in the opinion of the Trustees, or a contravention of a provision of the STA, STSMA, the HOA's Memorandum of Incorporation, HPA Rules, the Management Rules or these Conduct Rules, the Trustees may, without prejudice of the other rights or remedies available in terms of these Conduct Rules:
- 27.1.1 By written notice inform the Owner of the Section of the nuisance or contravention and warn the Owner that if he, the Lessee or the occupant fail/s to remedy the contravention and/or if he or they persist/s in such conduct or contravention, a penalty will be imposed on the Owner of the Section;
 - 27.1.2 If;
 - 27.1.2.1 notwithstanding the 7 (SEVEN) calendar days' written notice given by the Trustees in terms of sub-rule 26.1.1, the Owner, Lessee or the occupant of the Section fails to remedy the contravention or persist in the conduct or contravention; or
 - 27.1.2.2 if the conduct or contravention is repeated;
- by written notice impose a penalty on the Owner of the Section, which notice shall state the reasons for the imposition of the penalty.
- 27.2 The penalty imposed under sub-rule 26.1.2 above, shall be paid within 30 (THIRTY) days of the date of the written notice. Should the penalty remain unpaid it may be added to the Owner's levy statement and may be recovered from the Owner of the Section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- 27.3 The Trustees shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members of the body corporate on the Trustees at a general meeting.
- 27.4 A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 27.5 An Owner may within 7(seven) calendar days of the date of the written notice in terms of sub-rule 26.1.2.1 or 26.1.2.2 submit an objection, with a motivation, against the penalty imposed, to the Trustees.
- 27.6 Upon receipt of the objection, the Trustees may:
- 27.6.1 Withdraw or reduce the penalty; or
 - 27.6.2 Schedule a Trustees' meeting (hearing) for the purpose of considering the objection and invite the Owner to attend the meeting, and/or to be represented at the meeting.



- 27.7 At the Trustees' meeting (hearing) referred to in sub-rule 26.6.2 above, the Owner and/or his representative shall have the right to:
- 27.7.1 Present his case;
 - 27.7.2 Present any evidence, including the calling of witnesses, to substantiate his case;
 - 27.7.3 Cross-examine any person called as witness in support of the charge;
 - 27.7.4 Have access to documents produced in evidence; and
 - 27.7.5 Produce mitigating factors.
- 27.8 The failure of the Owner charged or his representative to attend the Trustees' meeting referred to in sub-rule 26.6.2 shall not render the proceedings at the meeting void. Should the Owner or his representative not attend the Trustees' meeting without providing a reasonable request for postponement, the Trustees may, in their sole discretion, continue with the Trustees' meeting and consider the objection in the absence of the Owner.
- 27.9 Upon the conclusion of the Trustees' meeting, the Trustees shall deliberate the evidence and if so resolved, they may:
- 27.9.1 Uphold the penalty; or
 - 27.9.2 Withdraw or reduce the penalty.
- 27.10 Should the Owner not agree with the decision of the Trustees in terms of sub-rule 26.9 the Owner may request, without prejudice of the other rights or remedies which may be available in terms of the Act or the rules or in law that the Trustees refer the matter to a general meeting of the members for their decision, without prejudice to any other rights or remedies, which the Owner may have in law, or in terms of the Act or the Management Rules.
- 27.11 Notwithstanding the fines, penalties and amounts specified in Annexure A of the Conduct Rules, the same may be varied, added to and/or amended at any general meeting of the Body Corporate from time to time.

28. LEGAL COSTS AND OTHER COSTS

- 28.1 An Owner shall be liable for and pay all legal costs, including costs as between attorney and own client (and if this is not permitted, as between attorney and client), collection commission, expenses and charges incurred by the Body Corporate in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such Owner to the Body Corporate in terms of these Conduct Rules, or in enforcing compliance with these Conduct Rules.
- 28.2 Any costs incurred by the Trustees in terms of these Rules, shall be regarded as a levy and may be added to the levy account of the specific Owner, who was/is liable for the costs in terms of the rules, and may be recovered from the Owner as a levy debt, with interest at the rate applicable to arrear levies.

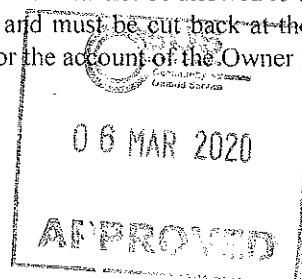


29. PAYMENTS OF LEVIES AND OTHER CONTRAVENTIONS

- 29.1 Owners are responsible for the payment of their monthly levy, additional costs or additional administration costs monthly in advance, by the 1st day of each month.
- 29.2 Should any Owners experience any discrepancy with regards to monies indicated on their levy statement, they must provide a written explanation of the discrepancy to the managing agent by no later than the 7th of the applicable month.
- 29.3 Any Owners, who choose to pay their levy by way of depositing such payments into the Body Corporate's bank account, and such levies are not reflected on their levy statement the following month, must confirm such payments by means of providing a copy of the deposit slip as proof of payment to the managing agent.
- 29.4 An Owner shall be liable for and pay all legal costs, including costs as between attorney and own client (and if this is not permitted, as between attorney and client), collection commission, expenses and charges incurred by the body corporate in recovering arrear levies, or in enforcing compliance with these Conduct Rules. This includes additional administration charges too.
- 29.5 An Owner shall be liable for and pay the additional administration charges for any contravention/s of these Conduct Rules contravened by the Owner, his lessee or occupant or the cost to clean or reinstate the Common Property.
- 29.6 The Trustees shall be entitled to change interest on arrear amounts at such rate as they may from time to time determine.

30. YARDS AND PARKING

- 30.1 The Body Corporate shall be entitled to determine and collect special levies for the maintenance of any of the Exclusive use areas
- 30.2 An Owner, Lessee or occupant of a Unit shall maintain his exclusive use area/s in a neat and tidy condition.
- 30.3 In the event that lawns are mowed by employees of the body corporate or any agents appointed to look after the yards, the lawns will not be mowed if animal excrement is evident on the lawn. Owners, Lessee or occupants will be responsible for removing all animal excrement before lawns are mowed. Should excrement not be removed, the Owner, Lessee or occupant will be responsible for the mowing of the lawn.
- 30.4 No plant or flower may be picked from, nor may any damage be caused to, the garden areas on the Common Property which are not part of any Exclusive use area, and the natural fauna and flora shall not be destroyed, removed or damaged in any way without prior written consent of the Trustees.
- 30.5 Garden tools and other equipment shall not be kept in any place where they will be viewed from other Sections or any portion of the Common Property.
- 30.6 Watering of individual gardens is to be done by the Owners, Lessees or occupants, and all local authority rules or special regulations regarding water restrictions, should they exist, are to be adhered to. The Trustees or the managing agents will not be liable for any fines imposed by the local authority on any Owner, Lessee or occupant found not adhering to special regulations such as water restrictions.
- 30.7 Wall plants and creepers must be properly maintained and not be allowed to cause damage to walls, brickwork or other parts of the structure and must be cut back at the request of the Trustees. Any damage caused will be repaired for the account of the Owner responsible.



31. COMMUNAL FACILITIES

- 31.1 Certain Communal facilities are (or are to be) established on the Common Property comprising, but not necessarily limited to a clubhouse and related facilities.
- 31.2 The communal facilities are primarily for the use of Owners, Lessees or occupants of Units within the Sectional Scheme, but it may be used by their visitors or guests provided that they are accompanied by an Owner, Lessee or occupant and that they comply with these Conduct Rules and any other rules imposed. Owners, Lessees and occupants of Units are responsible for the behaviour of their visitors, invitees or guests and shall ensure that their number at any one time is not such so as to prejudice the comfort, enjoyment or convenience of other Owners, Lessee and occupants wishing to make use of the facilities.
- 31.3 A copy of the Communal Facilities Conduct Rules is available from the Managing agent on request.

32. ELECTRICITY SUPPLY TO OWNER

- 32.1 In the event of a member of the Body Corporate being more than 60 (sixty days) in arrear in respect of any amount due, owing and payable to the body corporate, then the Body Corporate shall have the right (which may be exercised by the Trustees in their sole and absolute discretion) as may be available to the Trustees and/or the body corporate in terms of the STA, STSMA and/or the applicable law, insofar as the:

- 32.1.1 the supply of electricity to the Unit of the offending member; and/or
- 32.1.2 the services rendered by the staff of the body corporate to the Unit or Exclusive use area of the offending member,

is concerned, provided that the body corporate shall have given the offending member 48 (forty eight) hours' notice in writing of its intention to take such steps as may be available to the Trustees and or the body corporate in terms of the STA, STSMA and/or the applicable law, in respect of either both or one of the above items.

- 32.2 The body corporate reserves the right to also hand the debtors over to a debt collection agency of their choice and/or to report any failure to pay to a credit bureau.

33. APPLICABILITY OF RULES TO OWNERS, LESSEES, OCCUPANTS AND VISITORS

- 33.1 It shall be the duty and responsibility of an Owner to ensure compliance with these Conduct Rules by his Lessees, occupants, visitor and invitees, including the employees, guests and any family members of the Owner, or of his or her Lessees or of the occupants of his or her Section.



- 33.2 The Owner may not let, sub-let or allow any person to occupy the Section, Unit, or Exclusive use area, irrespective of whether a fee is imposed, without the prior consent of the Trustees and/or the Managing Agent.
- 33.3 Should any damages be caused by or penalties or fines be imposed on any of the persons referred to in sub-rule (32.1 or 32.2) above, the Owner of the particular Section shall be strictly liable to pay for the damages or to pay the penalties or fines imposed. The Owner concerned may further be held liable for damages, penalties, fines, and all legal costs (including costs as between attorney and own client (and if this is not permitted, as between attorney and client), and expenses and charges incurred by the Body Corporate in enforcing compliance with the Conduct Rules. Damages, penalties, fines, legal costs and expenses and charges incurred by the Body Corporate in enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable Owners levy statement and shall bear interest as a levy debt and shall be recovered as a levy.
- 33.4 The maximum number of occupants per Unit shall be an amount equal to the number of rooms designated as a bedroom on the relevant plans of the Unit multiplied by two.

34. ENFORCEABILITY BY TRUSTEES

The trustee's decision regarding any matter with regards to these Conduct Rules shall be final and binding on the Owners.

35. EXCLUSIVE USE

The Developer has, in terms of Section 10(7) of the Sectional Titles Schemes Management Act, 2011 imposed and created Exclusive use areas in favour of the Owners of the Sections from time to time, as set out in Annexures "A". The Owners of the Units in the scheme shall have the right of exclusive use to the exclusion of all Owners, Lessees or occupants of those portions of the Common Property (Exclusive use areas) as reflected on schedule "A" and as is more fully indicated on layout plan annexed hereto marked "B".



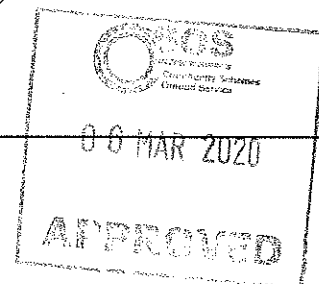
ANNEXURE A

LIST OF OFFENCES AND SCHEDULE OF FINES

SCHEDULE OF PENALTY LEVIES AND CONDUCT TRANSGRESSION LEVIES

1. SECURITY

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Employees of Members and Residents	First offence	Warning
	Second offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
Family, guests and service providers	First offence	Warning
	Second offence	Penalty of R500.00
	Repeat offences	Penalty equal to double the previous penalty imposed
Building Contractors	First offence	Warning
	Second offence	Penalty of R500.00
	Repeat offences	Penalty equal to double the previous penalty imposed
General compliance with all security measures	First offence	Warning
	Second offence	Penalty of R500.00
	Repeat offences	



		Penalty equal to double the previous penalty imposed
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2. PETS

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Pets	First offence	Written warning
	Second offence	Penalty of R500
	Subsequent offences	Double the last imposed penalty

3. VEHICLES

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Vehicles and Conduct	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
Speed limit	21 to 39km/h	Warning
	40 to 49km/h	Penalty of R500
	50 to 54km/h	Penalty of R700
	55 and above	Penalty equal to double the previous penalty imposed



4. STORAGE AND LAUNDRY

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Storage Laundry	First offence	Written warning
	Second offence	Penalty levy of R500
	Subsequent offences	Double the last imposed penalty

5. MAINTENANCE & LANDSCAPING

Breach of Rules Relating to:	Penalty Value:
Dumping of garden refuse	R5000.00 spot fine per offence

6. NOISE AND NUISANCE

Breach of Rules Relating to:	Penalty Value
Paragraph 19	Penalty of R500.00 per offence
Fire Crackers	Penalty of R2500.00 per offence

7. PRIVATE HOUSE PARTIES

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Private Parties	First Offence	Penalty of R2500.00
	Subsequent offences	Penalty equal to double the previous penalty imposed



8. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Breach of rules by Lessee	First Offence	Penalty of R2500.00
	Subsequent offences	Penalty equal to double the previous penalty imposed

9. ANY OTHER BREACH OF THE CONDUCT RULES

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Any other breach of rules by Owner, Lessee, invitee or guest	First Offence	Penalty of R500.00 for minor breaches, which breach shall be determined to be a minor breach by the Trustees acting in their sole discretion Penalty of R1500.00 for serious breaches of the Conduct Rules
	Second Offence or Subsequent offences	Penalty equal to double the previous penalty imposed

