

Van Buuren Estates Body Corporate

SS 73/1999

Conduct Rules

DEFINITIONS:

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

- a) "Act" means the Sectional Titles Act 95 of 1986, any regulations made thereunder and any amendments thereto;
- b) "Board of Trustees" or "Trustees" means the Board of Trustees elected in terms of the Act, from time to time;
- c) "Body Corporate" means the Van Buuren Estates Body Corporate as defined in the Act;
- d) "Common Property" means those areas within the Scheme that do not form part of any sections as defined in the Act and include but are not limited to the clubhouse; the entrance gate; roads; perimeter walls; gardens; open areas and security;
- e) "Managing Agent" means a managing agent appointed by Van Buuren Estate Body Corporate in terms of the Act;
- f) "Resident" means the person/s occupying any section who may or may not be a registered Owner;
- g) "Owner/s" means the registered Owners of the section as reflected in the Deeds Office Register and who is responsible for members of their households, guests, residents or Tenants;
- h) "Parked" refers to any mode of transport which is stationary in a parking space or on common property for any length of time;
- i) "Scheme" means the Van Buuren Estate Body Corporate;
- j) "Section" means a section as defined in the Act and as shown on the sectional diagram;
- k) "Unit" means a section together with an undivided share of the common property apportioned to that section in accordance with the participation quotas of the scheme and includes exclusive use areas, if any;
- l) Words importing the singular shall include the plural and vice versa; and the masculine gender shall include the feminine and neuter genders and vice versa;
- m) Words and expressions to which a meaning has been assigned in the Act shall bear the meaning assigned to them unless otherwise indicated in the text;
- n) The headings to the respective rules are provided for convenience or reference only and are not to be taken into account in the interpretation of the rules.

INTRODUCTION

The Body Corporate's main functions are comprehensively set out in the Act. However, other than to maintain the common property and insure the buildings in their totality, it has a duty, through its duly elected executive organ, the Trustees, to ensure compliance with the Act and the Rules.

The Conduct Rules set out below are binding on all Owners and, notwithstanding the terms of any lease or rental agreements, on all persons occupying any section who in turn are responsible for ensuring that members of their families, their Tenants, guests and employees comply with these Rules.

Pleasant and satisfying community living is achieved when Owners and residents use and enjoy their Units and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the Conduct Rules and general consideration by Owners and residents for each person lawfully on the property will greatly assist in achieving a pleasant community.

In the event of annoyance, aggravation or complaints occurring between Owners or residents, an attempt should be made by the parties concerned to settle the matter between them. This should be done with consideration and tolerance. If, however, such problems cannot be resolved amicably, only then should the Trustees be informed in writing in order for them to assist in the matter. The Trustees may require that sworn affidavits be submitted together with the complaint before they consider it further. Should legal action be necessary, residents and Owners are advised that the parties concerned will be held liable for all costs involved with litigation necessary to uphold and enforce these Conduct Rules until such time as a costs order is awarded by the courts or the arbitrator.

The members of the Body Corporate (including Tenants) are made up of people having differing religious beliefs and cultural practices. In order to prevent unnecessary conflicts of interest, members are requested to exercise their religious beliefs and cultural practices with due consideration for other members of the Body Corporate.

INDEMNITY

The Body Corporate does not accept any liability whatsoever for any bodily harm or loss of any nature whatsoever occurring to any persons within the complex howsoever caused, and any motor vehicle, and/or industrial goods, or personal possessions on or in the property of the Body Corporate are at the sole risk of the Owner or resident thereof, nothing excluded. This includes the use by any persons of any facilities in the Scheme.

VAN BUUREN ESTATES BODY CORPORATE CONDUCT RULES

1. ANIMAL REPTILES AND BIRDS

1.1 Written Permission

A resident shall not, without the written consent of the Trustees, which may not be unreasonably 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-law boundaries.

1.2 Conditions

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

- 1.2.1 Residents are required to keep their pets within the confines of their enclosed areas and when taken onto common areas must be on a leash and under strict supervision.
- 1.2.2 Residents will be required to ensure that any mess made by their pets either on the common property area or within their section is cleaned up immediately, to avoid flies and bad odours.
- 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 advise residents to consider the size of their pets in relation to their Unit size and position. No dogs, cats or any other permitted pets or animals are permitted which measure to be taller than fifty centimeters (50cm) in height from the ground to the top of the front shoulder blade of the animal, at adult hood.
- 1.2.5 No animals considered to be dangerous will be permitted.
- 1.2.6 All animals must be spayed / neutered and details must be submitted to the Body Corporate to be recorded in the pet register.

The conditions outlined above by the Trustees will not be imposed unfairly but rather in the interest of the surrounding neighbours, as well as in the best interest 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 Fines / Removal of Pets

The Trustees may withdraw such approval in writing in the event of contravention of any condition outlined by the Trustees as prescribed in terms of 1.2 above. The Trustees reserve their rights in terms of imposing of fines in terms of Clause 29 hereof and/or during the removal of pets in the event of non-compliance of the above conditions.

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. All residents must ensure that their animals, do not cause a disturbance or nuisance (noise or otherwise) to other residents in the Scheme.

1.5 Trustees Decision is Final

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

2. REFUSE DISPOSAL

All residents shall:

- 2.1 Maintain in a hygienic and dry condition, receptacles for refuse within his section, Exclusive Use Area or on such part of the Common Property as maybe authorized by the Trustees in writing.
- 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 personal capacity.

3. VEHICLES

3.1 Parking

- 3.1.1 No resident 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. Residents may only park in the bays reserved and allocated to their respective Units.
- 3.1.2 No resident shall park or permit visitors to park in a bay reserved for another Unit for any reason whatsoever.
- 3.1.3 The Trustees may for this purpose from time to time demarcate areas of the common property where parking of motor vehicles is 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 residents shall ensure that their vehicles, or 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 a resident contravenes this rule, they will compensate the Body Corporate for the fair and reasonable and necessary costs of restoring/repairing/cleaning of such common property.

3.4 Repairs

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

3.5 License

No resident shall be permitted to drive any vehicle on the common property or in any exclusive use area without a valid driver's license for that vehicle.

3.6 Speed

No resident shall be permitted to drive the vehicle at more than 15 kilometers per hour on any part of the common property or in any exclusive use area.

3.7 Dangerous Driving

No resident 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. The resident shall be fined at the discretion of the Trustees should he breach this rule.

3.8 Obstruction

A resident shall not park or permit to be parked any vehicle, or place any item or article, in such manner so as to obstruct any passage ways, roads, exits from or entrance to the Scheme, or any entrance to or exit from any section, or authorized parking bays of any other resident.

The Trustees may in the event of contravention of this rule, cause to be removed or towed away any such vehicle at the risk and expense of the Owner of the vehicle or the resident of the Section which the driver of the vehicle was visiting at the time.

3.9 Other Modes of Transport

- 3.9.1 Caravans, boats and bicycles are not allowed to enter the Scheme without the prior written consent of the Trustees. Trailers may only be parked overnight within the residents' allocated parking area and should not protrude or obstruct any other residents' parking area.
- 3.9.2 No unlicensed modes of transport are permitted to be utilised within the Scheme.
- 3.9.3 No skateboards, roller blades, bicycles or similar other items are permitted to be ridden within the Scheme.
- 3.9.4 No vehicle with a tonnage exceeding five (5) tons will be allowed to enter the Scheme.
- 3.9.5 The Trustees reserve their rights in terms of the imposing of fines (in terms of Clause 29) and /or removal of any of the abovementioned authorized modes of transport.

3.10 Motor Vehicle Accidents

The Trustees are not responsible for any motor vehicle accidents or incidents as defined in the Road Traffic Act that occur within the Scheme.

4. DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY

4.1 Damage

A resident 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.

4.2 Security gates

Notwithstanding rule 4.1 above, a resident or person authorized by him may install:

- a) Any locking device, safety gate, burglar bars or other safety device for the protection of his Section; or
- b) Any screen or other device to the inside of his Section to prevent the entry of animals or insects. Provided that the Trustees have first approved in writing the nature, design and colour of the device, and the manner of its installation.

The inside of the Unit belongs to the Owner and the Owner may, within reason, erect approved security measures of his choice within his Unit – however, the Trustees may intervene should the choice be damaging to the harmony and aesthetics of the Scheme.

4.3 General

- 4.3.1 The outside of the Units in the Scheme must be uniform and no changes are permitted to the outside which may destroy the façade of the Scheme.
- 4.3.2 An Owner shall not effect any structural alterations whatsoever to his section or exclusive use area which may be visible from the outside, without the Trustees written permission.

- 4.3.3 Any damage caused to the common property shall be for the Owner's account, whether such damage was caused by himself or his Tenants and/or visitors.

5. APPEARANCE FROM THE OUTSIDE

5.1 Appearance

A resident shall not place or do anything on any part of the common property, including patios, stoeps, gardens or fences which in the discretion of the Trustees, is aesthetically displeasing, undesirable or in conflict with the harmonious appearance of the Scheme, when viewed from outside of the Section.

5.2 Fences

No resident 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 resident 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. Residents shall be encouraged to use low energy light bulbs.

5.4 Structure Erection

No resident shall erect any structure of any nature whatsoever, including but not limited to swimming pools, umbrellas, braai facilities, saunas and Jacuzzis, which are of a permanent or semi-permanent nature, without the written permission of the Trustees first having been obtained.

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 or approval of the Trustees;

5.5.2 in the garden of a Section without the prior consent and /or approval of the Trustees.

There is one satellite dish for the entire Scheme and therefore no other satellite dishes are required or permitted.

5.6 Storage

No resident shall store or allow to be stored any item on his balcony, other than pot plants and garden furniture having regard to the provisions of the following:

A resident shall be permitted to place and keep on his balcony such pots and pot plants and garden furniture, being furniture made and designated for outside use, as may be approved by the Trustees from time to time.

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

6. SIGNS AND NOTICES

No resident 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.

7. LITTERING

7.1 No resident 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.

7.2 A resident shall not shake or dust or beat carpets or mats over the balconies or walls through the windows of any Section.

8. LAUNDRY

8.1 No resident shall hang any washing or laundry or any other items over their balconies or on any part of the common property so as to be visible from outside the building or from the other sections.

8.2 A resident shall not erect his /her own washing lines.

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

Ground floor / Garden Units: A resident shall be permitted to erect a retractable washing line for outside use, provided that same complies with the standards as set out by the Trustees from time to time and is not visible from other Sections or the common property.

First and Second Floor Units: A resident shall be permitted to make use of a non-permanent clothing horse on the patio of the Unit, and same should not be visible from other Sections or the common property.

8.4 The Trustees reserve their right in terms of ordering the removal of items mentioned above.

9. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

9.1 Storage

A resident shall not store any material, or permit, or allow to be done, any dangerous acts, in the building or on the common property in quantities which may increase the rate of the premium payable by the Trustees on any insurance policy.

9.2 Firearms

A resident shall comply with the Firearms Ammunition Act.

9.3 Electricity Supply

No resident 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 agent of the Trustees.

9.4 Fires and Braais

9.4.1 No resident 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 butts, 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.

- 9.4.2 Residents shall not make fires or use barbeques or braais in a manner or at a time which causes inconvenience to the residents of any other Section or causes danger to the building or any part thereof or to any property of any other person on designated leisure areas. The resident will remain liable for any damage caused.
- 9.4.3 The Trustees reserve their right in terms of imposing of fines (in terms of clause 29) and /or removal of any of the above in the event of non-compliance.

9.5 Fire Extinguishers / Fire Hydrants

- 9.5.1 No resident shall tamper or allowed to be tampered with any fire-fighting equipment nor shall they park or allow to be parked any vehicle so as to obstruct any access to any fire hydrant on the common property.
- 9.5.2 No fire extinguisher, firehouse 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 and any other unauthorized purposes.

9.6 Fire Crackers

No resident shall be allowed to set off any size or make of fire cracker or any pyrotechnic device under any circumstances at any time.

9.7 Power Tools and Equipment

- 9.7.1 A resident shall not cause, or permit to be caused anywhere in the Scheme including his Section or on the common property including exclusive use areas any hand or power tools, implements, equipment, devices, utensils or any other equipment whatsoever which interfere with the radio or television reception, or which creates any sound or noise, smells or fumes, to which any other residents may reasonably object.
- 9.7.2 No resident 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 exclusive use area, including but not limited to the balcony and balcony area of his Section, and the carport designated to him for use.

10. MAINTENANCE

- 10.1 A resident shall at all times, and at his own expense, maintain his Section and exclusive use area in good, clean, hygienic, tidy and habitable order and condition and shall be responsible at his 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 of installation of his Section and his exclusive use area.
- 10.2 All residents 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 residents 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 whether it is reasonably necessary in the interest of the Trustees.
- 10.4 Residents shall not interfere with flora, wild or cultivated, growing on common property other than the individual garden areas allocated to such residents. All residents shall ensure that such areas are not spoiled in any way.
- 10.5 No plants, trees, 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 resident interfering or damaging any other way acting in respect of such flora contrary to the provisions of the law, may be liable for prosecution.
- 10.6 No resident shall cause to be planted in the gardens or the common property or any part of the exclusive use areas, any plants, shrubs or trees without first obtaining written consent of the Trustees. It is specifically recorded that no resident shall plant any creepers or creeping plants or plants which have a tendency to creep, in their exclusive use area unless he ensures that it does not encroach on his neighbours' or the Scheme's electric fence or boundary walls and keeps it cut back at all times.

- 10.7 A resident may not erect any permanent or portable structures of any nature whatsoever in their garden areas, without the required approved plans therefor and the prior written consent of the Trustees.
- 10.8 No irrigation systems, water features, ponds or the like, paving or paths may be installed or laid without the written consent of the Trustees and provided that:
- 10.8.1 a detailed plan be submitted;
 - 10.8.2 the materials to be used are clearly detailed;
 - 10.8.3 the paving or item does not interfere with or block the flow of water run off;
 - 10.8.4 where the paving borders that of the common property that the materials are matched;
 - 10.8.5 such work is carried out by a recognized contractor and there is no risk of such work being unsightly;
 - 10.8.6 no rubble or building material is stored or left on the common property.
- 10.9 The resident is required to notify the Trustees and security if any repairs or maintenance will be carried out at his section so as to avoid any unauthorized entry to the section or the Scheme.

11. ERADICATION OF PESTS

- 11.1 A resident 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 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.
- 11.2 The costs of such inspection, eradication of any such pests as may be found within the sections shall be borne by the resident of a Section involved.

12. NOISE AND DISTURBANCE

12.1 Noise

- 12.1.1 No resident shall make or allow to be made an excessive noise at any time, so as to disturb residents of other Units (what constitutes excessive noise shall be at the discretion of the Trustees);
- 12.1.2 A resident shall not play or cause or permit to be played any radio or television sets or other recording device, amplifier or any musical instrument, in or about the building in a manner or at any time which causes inconvenience to any other resident or to any other person.
- 12.1.3 Permission from the Trustees in writing is required in advance for any parties or large social gathering that are to take place at any common facility. Weekday parties will stop at 21h00 (including a Sunday night) and weekend parties will stop at 22h00. 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.
- 12.1.4 No resident shall practice or cause to be practiced on any part of the property, including his exclusive use area or section, any hobby or activity such as meeting, gathering, weddings, funerals etc. of any nature to which other residents 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 bays available. It will be the responsibility and cost of the resident hosting the social event to provide a security guard to watch the cars parked outside the scheme should there be no more demarcated visitor parking bays available inside.
- 12.1.6 In the event of a social gathering, please note that it is not the duty of the authorized agent or contractor staff responsible to clean up afterwards. It is the responsibility of the hosts of the social gathering.
- 12.1.7 A resident shall not permit or allow any contractors to work in the Scheme over weekends and public holidays, unless prior written permission has been obtained from the Trustees, and the neighbours of the relevant Section, which permission shall not be unreasonably withheld.
- 12.1.8 At the Trustees' discretion, actions will be taken should noise levels and behavior be considered unacceptable and in contravention of the Schemes' Rules.

12.2 After Hours

No resident shall make or allow to be made any noise after 21h00 (Sunday to Thursday) or 22h00 (Friday to Saturday) and before 07h00 (Monday to Saturday) and before 09h00 (Sunday).

12.3 Hooters

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

12.4 Children

12.4.1 No resident shall allow any child to make noise in the immediate vicinity of any Section.

12.4.2 Children are to use the designated playing area at the top of the Scheme at all times.

12.4.3 Children are requested to keep the noise levels as low as possible.

12.4.4 Children may not play on the roads, drive-ways or at the entrance of the gate or surrounding gate area. Parents will be responsible for the full amount for any repairs undertaken should their children in any way damage property, whether is it private property or on the common property in the Scheme. Children must be encouraged not to play near or around any parked vehicles so as to prevent any possible damage to private property. Designated play areas have been identified throughout the Scheme and may change as per the discretion of the Trustees.

13. STAFF AND EMPLOYEES

13.1 Employment

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

13.1.2 No resident other than a person or person empowered by the Trustees to do so, shall instruct the staff (gardeners, security, cleaning etc.) to do any work in their exclusive use area and/or common property or to run errands or do private work during normal working hours, except in a case of emergency.

13.1.3 All members of staff employed by the Trustees are employed to perform tasks pertaining to the running and upkeep of the Scheme, they may under no circumstances, be used by the resident to perform private tasks whilst they are on duty.

13.2 Complaints

A resident who has a complaint about any member of staff is to report it in writing to the Trustees, is not to reprimand any staff member or person in any way.

13.3 Domestic Employees

13.3.1 A resident 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 resident's responsibility at all times.

13.3.2 Residents are expected to inform the Trustees that 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 two identity photographs, in order to ensure that the domestic worker has a security pass. Domestic workers will under no circumstances be allowed in the Scheme without identification.

14. VISITORS

Any resident who receives visitors or guests is to make sure that their visitors comply with these Conduct Rules at all times. The resident is responsible for the actions of their visitors at all times.

15. LETTING OF UNITS

15.1 Notification

No Owner shall be entitled to let out his Unit to any party or to allow any party to occupy his Unit, for any purpose whatsoever, without prior written consent of the Trustees, which consent shall not be unreasonably withheld. For the purpose of the Trustees being placed in a position to consider the furnishing of consent, as contemplated in this clause, the Owner shall be obliged to furnish the Trustees

with all and any documents and/or information within the knowledge and/or possession of the Owner, which the Trustees may reasonably require, including, but not limited to:-

- 15.1.1 The full identity of the prospective Tenant / Occupant (including name and ID/Passport number);
- 15.1.2 Proof that the prospective Tenant / Occupant is lawfully resident in the Republic of South Africa;
- 15.1.3 Full details as to the intended purpose for the prospective Tenant's / Occupant's occupation of the Unit;
- 15.1.4 Proof of the prospective Tenant's / Occupant's knowledge of these Conduct Rules and agreement to comply therewith at all times. In this regard, the Owner shall be obliged to procure the prospective Tenant / Occupant's written assent to the Rules of the Body Corporate.

15.2 Rules

The Owner shall provide the Tenant 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 Tenant to the said Rules. The Owner will become liable for any contravention of the Conduct Rules by the Tenant, visitors or employees.

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 these Rules or the Sectional Titles Act, as amended.

16. BUSINESS OR LEISURE ACTIVITIES

16.1 Sale

No auctions, jumble sales or any other sales shall be held in the Scheme, whether in one's Section, exclusive use area or common property, without first obtaining written permission from the Trustees.

16.2 Advertisements

Units that go on show may for the day of the show house only have minimum number of pointer boards required to point out the Units on show. The “for sale” sign herein referred to may only be erected at 10h00 and must be removed by 17h00 on this show day. 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.

16.3 Business

Van Buuren Estate is a residential Sectional Title Complex and the running of a business from within the Scheme is strictly prohibited.

17. COMPLAINTS

Should a resident have a complaint of whatsoever nature, this should be directed to the Trustees in writing. No verbal complaints will be entertained.

18. POOL AREA

18.1 No pets or animals are permitted in the pool areas.

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

18.3 A resident will be responsible for the behavior of their visitors and must accompany their visitors when using the facility.

18.4 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.

18.5 Any Trustee shall have the right, in his discretion, to demand that any person using the pool area in an unacceptable pool manner shall leave and such persons shall comply therewith immediately.

18.6 Noise levels must be kept down, as there are Units in close proximity to the recreation/pool area. All noise must stop by 22h00 (Sunday to Thursday) and by 24h00 (Friday and Saturday). Furthermore, any noise prior to these times must not be so loud as to disturb other residents.

18.7 The pool area remains accessible to all other residents.

- 18.8 No children under the age of twelve (12) are permitted to enter and/or utilize the pool area unless accompanied by a supervising adult.
- 18.9 The Trustees reserve their rights to order the removal of any unattended children making use of the pool area that are not adequately behaving and not adhering to an acceptable noise level.

19. DESIGNATED PLAY AREAS

- 19.1 No pets or animals are to be permitted in the designated play area for children.
- 19.2 The play areas are for use at own risk.
- 19.3 No alcoholic beverages or glass containers will be permitted in the designated play area.
- 19.4 Any damage caused to the play apparatus, whether incurred by a resident or visitor, will be for the account of the resident and will be charged to the Owner's levy account.
- 19.5 Residents' and visitors' children using the play area 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 own discretion, to demand that anyone using the play area in what he may determine is an unacceptable manner shall leave and such person shall comply therewith immediately.
- 19.7 Noise levels must be strictly adhered to as there are Units in close proximity to the play area.

20. FUNCTIONS

- 20.1 Currently the Scheme has common facilities for functions and gatherings on the common property namely the pool and braai area. All functions are limited to a maximum of ten (10) people per function in an applicable area. No more than ten (10) visitor vehicles will be allowed access into the Scheme. A guest list for the function must be supplied to the Trustees within a minimum of twenty four (24) hours prior to the function to enable monitoring of access into the Scheme.
- 20.2 The times to be adhered to are no later than 22h00 (Sunday to Thursday) and no later than 24h00 (Friday and Saturday). No function should start earlier than

09h00 in the morning. It must be noted that the Scheme pool area is for the use and enjoyment for all residents and their guests. The following procedures are to be followed for booking the pool area and other common facilities:

- 20.2.1 Residents need to approach the Trustees or Estate Manager a minimum of seven (7) days in advance to make a booking for the function;
- 20.2.2 A deposit as determined from time to time by the Trustees will be required on the day of the booking in cash;
- 20.2.3 An amount as determined from time to time will be refunded to the resident only once it is confirmed that no damage has been caused and/or no transgressions of the Conduct Rules have occurred. The retained funds will be received by the Body Corporate for any future upgrades. However, should any damage exceed the amount retained, the resident will remain liable for all repairs and replacement costs and will be charged to the Owner's levy account;
- 20.2.4 The resident shall 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 08h00 the following morning may be made and at the discretion of the Trustees;
- 20.2.5 The facility remains open to all residents at all times.
- 20.2.6 The Trustees reserve their rights regarding the disconnection of services in the event that the above Rule is not adhered to.

21. TENNIS COURT

The tennis court is used solely at the user's risk and no liability of whatsoever nature will be accepted by the Body Corporate.

21.1 Owners and Occupiers will ensure that:-

- 21.1.1 The correct type of shoes are worn on the Court;
- 21.1.2 Care is taken in protecting the all weather surface, net and fencing at all times;
- 21.1.3 The Court is not used for any other games, bicycles, skate boards, roller blades or any other activity;

21.1.4 No food or drinks are permitted on the Court;

21.1.5 No items of glass or any other breakable substance may be taken onto the playing surface;

21.1.6 Use of the Court has to be “booked” and with a maximum time period of ninety (90) minutes per booking.

22. SQUASH COURT

The Squash Court is used solely at the user’s risk and no liability of whatsoever nature will be accepted by the Body Corporate.

22.1 Owners and occupiers will ensure that:-

22.1.1 The correct type of shoes are worn on the Court – **NON MARKING SOLES ONLY**;

22.1.2 Only squash balls to be used and they must be of the **NON MARKING** type only;

22.1.3 The Court is not used for any other games, bicycles, skate boards, roller blades or any other activity;

22.1.4 No food or drinks are permitted on the Court;

22.1.5 No item of glass or breakable substance may be taken onto the playing surface;

22.1.6 Use of the Court has to be “booked” with a maximum time period of sixty (60) minutes per booking.

23. SECURITY

23.1 In order to maintain security in the Complex:

23.1.1 No vendors, hawkers or undesirable visitors will be permitted beyond the entrance gates;

23.1.2 No visitors or workman will be permitted to enter the Complex without written instruction to the gate security, or those are permitted by the Owner or occupier, who pressed the intercom gate control;

23.1.3 Residents will leave detailed written instructions at the gate security to permit domestic cleaners access into the complex. Please ensure that the “maid register” has been filled in and handed to the Body Corporate;

23.1.4 Security gates and pedestrian gates are to be kept closed at all times when not manned by the Security Guards;

23.1.5 Remotes and keys are not to be given or lent to any contractors or unauthorised persons at any time;

23.1.6 The security fence will be switched on at all times.

24. OUTSTANDINGACCOUNTS

24.1 Units which have outstanding balances as at the seventh (7th) of each month, will incur interest at the rate determined by the Trustees from time to time and such interest will be calculated on a compounding basis.

24.2 Interest will be charged on all outstanding amounts and should payment remain outstanding for a period of more than sixty (60) days, legal action will be taken to recover all amounts outstanding. All legal fees, cost etc. will be for the Owner’s account.

25. UNIT OCCUPANCY

Under normal circumstances, TWO (2) persons per number of recognized (as per the plans) bedrooms in the Unit should occupy each Unit on a permanent basis. Any variation of this Rule requires the approval of the Body Corporate.

26. BOARD OF TRUSTEES DECISION IS FINAL

26.1 In respect of interpretation of these Rules, and all decisions to enforce these Rules, the Trustees’ decision shall be final and binding.

26.2 A resident who contravenes any Conduct Rules shall be liable to a fine in terms of Clause 29. If as a result of the breach of any of the Conduct Rules by any resident, the Trustees instruct an Attorney, the defaulting resident shall be liable for all costs and charges for whatsoever nature on the attorney and client scale including costs of Counsel on the highest scale, in full, whether or not legal action is actually instituted, as incurred by the Trustees as a result thereof.

- 26.3 The Trustees have been elected by the Owners to fulfil a duty. Any interference in this regard or any threats made to and any damage to the Trustees' person or property will result in legal action.

27. WRITTEN PERMISSION

Written permission by the Trustees shall only be valid if signed by any two (2) Trustees on the Board of Trustees.

28. BREACH OF THE SCHEME'S RULES OR PROVISIONS OF THE ACT

- 28.1 If the conduct of an resident or his visitors in the opinion of the Trustees constitutes:

28.1.1 a nuisance; or

28.1.2 a breach of any duty of the resident under Section 44 of the Act; or

28.1.3 a breach of any of the duties of the residents of Sections contained in the Management Rules, or breach of any of the Conduct Rules; then

The Trustees may furnish the resident 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 and/or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if he persists in such conduct or contravention, a fine will be imposed on the Owner of the Section.

- 28.2 If the resident nevertheless persists in that particular conduct or in the contravention of that particular Rule or Section of the Act, the Trustees may convene a Board meeting to discuss the matter.

- 28.3 Written notice, by which the alleged offender (Owner or resident) is informed of the purpose of the meeting and invited to attend, must be sent to the Owner or resident at least seven (7) days before the meeting is held. At the meeting the Owner or resident must be given the opportunity to present his case, but except in so far as he is permitted by the chairperson, he may not participate in the conduct of the meeting.

- 28.4 After the Owner or resident has been given the opportunity to present his case, and if 75% of the Trustees present at the meeting agree that a provision of the

Scheme's Rules, or the Act has been breached, the Trustees may, by majority decision impose on the offender a fine of:

28.4.1 R250 (Two Hundred and Fifty Rand) for the first offence;

28.4.2 R500 (Five Hundred Rand) for every identical offence thereafter;

28.4.3 R100 (One Hundred Rand) per additional day for an ongoing offence.

The monetary amount of the fines 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.

28.5 A Trustee shall not be entitled to participate at the Meeting referred to in the above Clause in that capacity, if he or she or any person who occupies the Section which he or she owns or represents, is the alleged offender.

28.6 Any fine imposed in terms of Clause 29.4, may, if it is not paid by the offender within fourteen (14) days after the offender has been notified of the imposition of the fine, be charged to the Owners' levy account.

29. INDEMNITY

All residents, their family, employees, guests and sub-contractors indemnify, defend and hold harmless the Trustees of the Scheme from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description including any reasonable attorney's fees and all litigation expenses caused by, arising out of, 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-contractor's employees, agents or representatives in connection with or incidental to the performance of these Rules. The duly elected Trustees shall under no circumstances be held personally liable whilst performing their duties, unless found to be grossly negligent.

30. GENERAL

In the event of any contradictions in these Conduct Rules and the provisions of the Act, the provisions of the Act shall prevail.