

24/02/2007 VERSION

ANNEXURE "A"

# LAKEVIEW ESTATE

## **Conduct Rules**

Section 35(2)(b) of the Sectional Title Act 95/1986

## DEFINITIONS

### GENERAL

Words signifying the singular shall include the plural and vice versa, and words importing one gender shall include the other.

The clause headings have been inserted for reference purposes only and shall not be taken into account in any interpretation.

The words as defined in the SECTIONAL TITLES ACT 95 OF 1986 shall unless specifically defined in terms hereof, bear the meaning designated to them in the legislation in which they are so defined.

- A. "ACT " - The Sectional Titles Act Nr 95\1986;
- B. "BOARD OF TRUSTEES"- The Trustees as contemplated in the Sectional Titles Act.
- C. "CARETAKER" - Shall include caretaker, superintendent or any person appointed by the Trustees to implement supervision and control of the complex.
- D. "COMMENCEMENT DATE" - the date on which the first site is sold to the first purchaser.
- E. "COMMON PROPERTY" - The common property as shown on the Sectional Title Plans.
- F. "COMPLEX" - Includes the buildings known as LAKEVIEW ESTATE BODY CORPORATE as well as all common property.
- G. "DEVELOPER\COMPANY" - LAKE DENEYS DEVELOPMENTS (PROPRIETARY) LIMITED NR 2005/037213/07 or its nominated agent. It is hereby recorded that the Developer will nominate the Body Corporate to be its nominated agent as from the date that all dwellings in the complex are completed.
- H. "EXCLUSIVE USE AREAS" - as indicated on the Sectional Title Plans
- I. "MANAGING AGENT" - The Managing Agent as appointed by the Trustees from time to time to administer the affairs of the Body Corporate.
- J. "OWNERS" - The registered owners of the units/sites in the complex, who are also responsible for their families, servants, visitors, tenants, residents, etc. that may be in the complex.
- K. "PROPERTY" - PORTION OF PORTION 353 VAALDAM SETTLEMENTS NO 1777, DISTRICT HEILBRON (in process of subdivision).
- L. "QUOTA OR PARTICIPATION QUOTA" - In relation to a section or the owner of a section, means the decimal fraction determined in accordance with the provisions of section 22(1) in respect of that section for the purposes referred to in Section 32(2)(c).
- M. "SECTION/UNIT" - A unit as registered for residential purposes.
- N. "THE BODY CORPORATE" - The Body Corporate as contemplated in the Sectional Titles Act 95 of 1986.
- O. "THE SECTIONAL TITLES ACT 95 OF 1986" - The Sectional Titles Act 95 of 1986 as amended as well as all regulations there under.
- P. "AESTHETHICS AND BUILDING PLANS"  
As approved by the Body Corporate.

- Q. "SITE" - a portion of the real right comprising a serviced site of ±500m<sup>2</sup> of land on which a dwelling will be erected by the owner thereof;
- R. "DWELLING" - a dwelling to be erected by each owner in the complex on his/her/its site.
- S. "GUIDELINES FOR CONTRACTORS" - Guidelines available from Lake Deneys Development (Pty) Ltd. No 2005/037213/07 or their nominated agents.
- T. "ARCHITECTURAL GUIDE LINES" - Guidelines available from Lake Deneys Development (Pty) Ltd No 2005/037213/07 or their nominated agents.
- U. "LAKE DENEYS YACHT CLUB" - the boat club.
- V. "HEAVY VEHICLE" - a heavy vehicle with a gross weight of not more than 5 tons.
- W. "DESIGNATED OFFICER" - Designated Officer appointed by the Developer and after completion of all dwellings by the Body Corporate.

## CONDUCT RULES

### 1. CO-OPERATION / GOOD NEIGHBOURLINESS

Whether you are an owner or a tenant, you remain a member of the LAKEVIEW ESTATE community and have a responsibility towards your neighbours, the buildings and the equipment belonging to the complex. You are therefore required to co-operate at all times and to promote good neighbourliness.

### 2. ANIMALS, REPTILES AND BIRDS

- 2.1 No owner or occupier of a unit shall, without the consent of the trustees, which consent will not unreasonably be withheld, keep any animal or reptile or bird in a unit or on the common property. **No visitors shall be entitled to bring any such animal into a unit or onto the common property - access to such a visitor will be denied.**
- 2.2 Pets Register - All pets are to be registered with the Body Corporate whose approval must be obtained prior to pets being allowed on the property.
- 2.3 When granting such approval, the trustees may impose any reasonable condition on the applicant.
- 2.4 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule 2.3.
- 2.5 Owners or occupiers are personally responsible for the cleaning up of any mess made by their animals in any area of the complex, including the garden.
- 2.6 If any pets cause any nuisance to the tenants, the owner or occupier will be given three written warnings, after which the owner or occupier will be requested to make alternative arrangements for his animal within one month of the final written warning.

- 2.7 Pets shall not be allowed in the common areas, unless accompanied and under supervision. Pets will not be allowed to have a free run of the common property and must at all times be kept on a leash.

**3. EXTERNAL APPEARANCES**

- 3.1 The owner or occupier of a unit 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 outside the unit.
- 3.2 No protruding air-conditioners, radio/television aerials or antennas may be installed without prior written permission of the Board of Trustees.
- 3.3 No awnings, either of a temporary or permanent nature, may be installed without prior approval of the Board of Trustees.
- 3.4 The exterior of each unit must conform specifically to the prescriptions of the Body Corporate in order to maintain an acceptable standard between all units.

**4. BUSINESS PRACTICES**

- 4.1 No owner or occupier of a unit shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or on a unit, visible from outside the unit, without the written consent of the trustees first being obtained.
- 4.2 The owner or occupier of a unit may not conduct any business whatsoever for profit or otherwise from the unit.
- 4.3 No auction or jumble sale may be held in or on the property without prior consent of the trustees.
- 4.4 No hawkers will be allowed on the premises at any time.

**5. PATIOS**

- 5.1 Washing MAY NOT be hung on patios or in windows or on any part of the property or be visible to other units or be visible from outside the property.
- 5.2 No objects or refuse of any nature shall be thrown from patios.

**6. CHILDREN**

- 6.1 Children are subject to the Conduct Rules in the same way as adults.
- 6.2 Children may not play in the walkways, parking areas, driveways and guardhouse at any time.

- 6.3 Residents must supervise and control their children and their visitors' children in order to avoid damage to the common property and inconvenience to other residents. In particular, children must not tamper with post boxes, name plates, plants, climb on walls, fixtures and fittings or play with the taps on the common property.
- 6.4 Parents will at all times be held responsible for the acts of their and their visitor's children.
- 6.5 Children shall not be permitted to drive any fuel driven vehicles, motorcycles or quad cycles in or on the common property.
- 6.6 Children must ride their bicycles slowly and carefully and not near any parked vehicles.
- 6.7 Only persons with a legal driving license will be allowed to use vehicles of whatsoever nature in the complex.

**7. COMMON GARDENS**

- 7.1 Shrubs and trees may not be cut down but they may, by arrangement with the Trustees, be pruned.
- 7.2 Flowers in the common property gardens may not be picked or removed.
- 7.3 Residents may not plant anything on the common property without the consent of the Body Corporate. All gardening will be done upon instructions of the Trustees only. Offers of plants, seeds and assistance with the care of the gardens would be appreciated.

**8. CONTRAVENTION OF LAWS AND RULES**

- 8.1 If, as a result of a breach of these rules or breach of any other obligation by the owner, the Body Corporate or the trustee instructs an attorney to act against such owner, the defaulting owner shall be liable for all costs and charges of whatever nature on an attorney and client scale as is incurred by the Body Corporate or the trustees.
- 8.2 Residents shall not contravene or permit the contravention of any law, Ordinance, Proclamation or conditions of title relating to the property.
  - 8.3.1 Should an owner (himself or a member of his household, his tenant, guest or employee) breach any conduct rule and fail to rectify such breach immediately or within 7 (seven) days after written notice by the trustees of the Body Corporate to rectify such breach, then the Body Corporate shall be entitled to take such steps as are available to them in law.
  - 8.3.2 The Body Corporate may pass a special resolution in the event of the breach of the conduct rules or the non-payment of levies to the following effect:

8.3.2.1 the late payment of levies shall be punishable by means of a fine, the amount of which may be determined by the Body Corporate.

8.3.2.2 the breach of any conduct rule shall be punishable with a fine, the amount of which to be determined by the Body Corporate on the understanding however, that the breaching party shall be given an opportunity to explain his or her actions. However, the decision of the Body Corporate will be deemed final.

8.3.2.3 the owner or occupier of a unit will be also be responsible for any breach of the conduct rules by a member of his/her family, a visitor or employee.

9. NEW DWELLINGS / ALTERATIONS STRUCTURAL OR DECORATIVE TO SECTIONS

9.1 The Developer shall nominate a designated officer in writing who shall be responsible for the day-to-day dealings with an owner engaging in any work contemplated in terms of Rule 9.

9.2 Any structural or decorative alterations, or new buildings, whether internal or external, or modifications of approved plans require the prior, written consent of the Developer.

9.3 An application for permission to carry out any work contemplated in Paragraph 9.2 shall be submitted to the Developer and shall:

9.3.1 Be accompanied by a plan and/or full description of the work to be done;

9.3.2 State the commencement and intended completion date of such work;

9.3.3 Provide information regarding the nature and timing of activities that involve excessive noise to enable the Designated Officer to schedule times after consulting with those affected; and

9.3.4 Provide the name(s) and contact details of the foreman or workmen in charge of the alterations or buildings.

9.3.5 Provide information of the contractor's insurance, suitable to protect the property and its occupants.

9.4 An owner or his/her/its successors in title, who has received consent, in writing, as set out in paragraph 9.3, shall:

9.4.1 Register all labourers and contractors with the Designated Officer;

9.4.2 Ensure that his/her/its building contractor employs a responsible foreman on the site during all the permissible times and identify such foreman to the Designated Officer.

9.4.3 Ensure that contractors or labourers are only on site during daylight hours.

9.4.4 Take safety and security measures so as not to cause inconvenience or put other owners and their assets at risk.

- 9.4.5 Take notice that the developer, its directors and employees cannot be held responsible in any way whatsoever, for any delay, loss or inconvenience caused during the construction process.
- 9.4.6 Shall be required to deposit, in terms of Clause 9.5 below, an amount of R5 000-00 (FIVE THOUSAND RAND) with the Developer (or any other sum that may be determined by the Developer from time to time.)
- 9.4.7 Remove all rubble and building material from any part of the common property. During the day building materials may only be stored in areas designated by the Designated Officer.
- 9.4.8 Ensure that all building activities must be carried out between 08h00 and 17h00 from Monday to Friday and that all such activities are prohibited on Saturdays, Sundays and public holidays. Emergency repairs may however be effected outside these hours only if sanctioned by the Designated Officer.
- 9.4.9 Note in consultation with the designated officer any damage to the common property prior to commencement of work, for which he/she/it will not be responsible.
- 9.4.10 Ensure that all work, particularly plumbing and electrical work carried out by the owner, shall be done by suitably qualified and, where applicable, licensed or registered workmen and contractors, who must liaise, when necessary, with the Designated Officer.
- 9.4.11 Be liable for the cost of connection of electrical, water and sewer services in addition to a building survey of his/her/its dwelling in order to obtain approved Surveyor General diagrams.
- 9.4.12 Not erect more than one single dwelling on his/her/its site with a footprint not smaller than 120m<sup>2</sup> (garage excluded) and not more than 250m<sup>2</sup> under any circumstances, now and in perpetuity, inclusive of verandas, garages and entertainment areas.
- 9.4.13 Not erect fences/boundaries or walls, except a fence for a back yard as approved by the developer.
- 9.4.14 Start new buildings within 12 (twelve) months from date of registration of a site/unit into the name of an owner and complete their dwellings within 24 (twenty four) months from commencement of construction.
- 9.4.15 Erect his/her/its dwelling strictly in accordance to building plans and regulations as approved, in writing, by the Developer, prior to construction.
- 9.4.16 Take notice that his/her/its contractors must comply with the guidelines for contractors.
- 9.4.17 Take notice that he/she/it will construct a dwelling at his/her/its own cost and that the developer will have nothing to do with the construction process.
- 9.4.18 Take notice that the developer will in no way be held responsible for security during construction or at any other time.
- 9.4.19 Take notice that sites may not be consolidated and that each site must be developed separately.

- 9.4.20 Take notice that a complete clear servitude of 1,5 metres will be left on all sides of a site, now and in perpetuity.
- 9.4.21 Take notice that any damage to neighbouring sites/units or to the common property must be made good immediately, failing which the developer may require that all building operations cease until it is satisfied that the damage has been repaired.
- 9.4.22 Take notice that the owner will be liable for all damage caused by his/her/its contractors or workmen.
- 9.4.23 Take notice that the owner must notify his/her/its contractor that he shall be bound by this conduct rules.

9.5 The Developer shall be entitled in its sole discretion to utilize the deposit referred to in Rule 9.4.6 to ensure that the common property and any neighbouring sections are restored to the state prior to the commencement of the alterations. Where a deposit becomes insufficient for the aforesaid purposes, the Developer shall be entitled to request a further deposit from the owner in question. On completion of the work, the Developer shall return any amounts of the deposit remaining, if any to the owner. The rights of the Developer in terms of this clause shall not derogate from any other legal rights, which the Developer might have.

9.6 Should any owner contravene any of the provisions contained in this Rule 9, the designated officer shall be empowered to order the suspension of the work until such time as he is satisfied that there will be no future contravention.

10. DOMESTIC EMPLOYEES

- 10.1 All domestic employees are to be registered with the trustees by giving their names and identity numbers and such employees must carry identification cards issued by the body Corporate.
- 10.2 All domestic employees must comply with the Conduct Rules.
- 10.3 Domestic workers or other workers will not be allowed to loiter on common property.
- 10.4 Residents must ensure that their domestic servants are not unduly rowdy at any time.
- 10.5 The Board of Trustees reserves the right to refuse access of an employee of a resident to the complex on any legitimate grounds.
- 10.6 Only employees employed by the Body Corporate may reside on the common property. Owners may not have live-in employees without the written permission of the Body Corporate.

11. DUTY OF UNIT OWNERS

- 11.1 Owners or occupiers are requested to advise the trustees whether any mortgage bonds have been passed over the unit and if so, the name of the institution in whose favour the bond is being registered and the account number relating thereto.
- 11.2 Owners or occupiers must advise the trustees of any changes in the ownership/occupancy of a unit and the effective date of such change and to furnish

copies of the Sectional Titles Act 95 of 1986 Act and of the Conduct rules and any other documentation which might be necessary, to the new occupier of the unit.

- 11.3 Owners or occupiers are requested to ensure that no narcotic/hallucinatory drugs are stored (temporarily or otherwise), indulged in or sold on the premises, and that the consumption of alcohol is kept on a purely social level and is not sold on the premises.
  - 11.4 Owners or occupiers are required to pay their monthly levies on time, failing which interest at current bank overdraft rates and a fine will be levied. Should the monthly levy be outstanding for two months or more, legal action may be taken against the owner or occupier for recovery thereof at the latter's expense.
  - 11.5 Levies are due on the 1st day of each month and must be paid by debit order only.
  - 11.6 All owners of units and other persons granted rights of occupancy by an owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary in any lease or any grant of rights of occupancy.
  - 11.7 Should an owner fail to adhere to the contents of paragraph 9.4.14 above, such site will be re-transferred to the developer or its nominated agent at the cost to the owner against repayment of the original purchase price. Such owner, hereby irrevocably nominates the chairman of the developer to sign all necessary documents in order to re-transfer the site to the Developer or its nominated agent.
  - 11.8 An owner may not sell a site in the complex unless a completed dwelling is erected thereon. Likewise, should an owner be a company, close corporation or trust, the shareholders, members or trust's interest may not be sold, unless a completed dwelling has been erected on the site.
12. ERADICATION OF PESTS
- An owner or occupier shall keep its unit free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent, and their duly authorised agents or employees, to enter upon the unit from time to time for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate the pests. The cost of the inspection and eradicating any such pests as may be found within the unit and to replace any such pest damaged items shall be borne by the owner of the unit concerned.
13. EXCLUSIVE USE AREAS
- 13.1 No structures, zozo huts, jungle gyms, boats, caravans or vehicle wrecks may be stored or erected on any exclusive use areas or common areas except with the prior written consent of the Body Corporate.
  - 13.2 Exclusive use areas must be kept in a tidy and hygienic condition at all times.
14. FIRE PROTECTION
- Electricity Supply
- Under no circumstances may residents tamper with or have work done on the electrical apparatus, which serves the common property. Any electrical faults detected on the common

property must be reported to the Trustees.

15. **INTERIOR OF UNITS**

An owner/resident may not effect any alterations or additions to the electrical installations or conduits, the water connections or the plumbing installation, nor any structural alterations whatsoever to a unit, save with the prior written consent of the trustees and then only on the terms and conditions contained in such consent.

16. **LAUNDRY**

An owner or occupier of a unit shall not, without the consent, in writing of the trustees, erect washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the building or from any other unit.

17. **LITTERING**

17.1 An owner or occupier of a unit shall not deposit, throw or permit or allow be depositing or throwing, on the common property, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

17.2 Unasked for mail or junk mail may not be disposed of in the post area.

18. **LOSSES, DAMAGE OR INJURY**

The Body Corporate, their staff or agents are not responsible for any loss, damage or injury that may be suffered or incurred within the individual units or the common areas by any unit owner or occupier and/or their tenants and/or their staff and/or visitors.

19. **LETTING OF UNITS BY OWNERS**

No owner will be allowed to let its unit on a permanent basis or for commercial or business purposes or for gain.

20. **PATHS, DRIVEWAYS AND PASSAGES**

Paths and entrances must at all times be kept clear.

21. **BOATS AND OTHER RECREATIONAL FACILITIES**

21.1 Regulations will be issued from time to time with regard to the use of boats.

21.2 The trustees shall not be held liable for any damage, loss or injury of any nature whatsoever and all users of the boat and recreational area do so entirely at their own risk.

22. **RADIO AND NOISE LEVELS**

22.1 Radios, hi-fi's, CD players, tape recorders, television sets and musical instruments

/devices shall not be used in such a way as to cause unreasonable disturbance or annoyance to any other owner or occupants.

- 22.2 The noise level at parties must not cause any disturbance to any other owners/occupants and if any complaint is received, the level of noise must be reduced accordingly.
- 22.3 Owners or occupiers and their visitors are requested to keep noise levels down to a minimum when using the parking, pathways and pool areas.
- 22.4 Hooting by cars is not permitted.
- 22.5 Noise at parties shall cease punctually at 22h00 on weekdays and 23h00 on weekends.
- 22.6 Owners and their guests are requested to respect the no wake zone at all times.

23. **REFUSE DISPOSAL**

An owner or occupier of a unit shall:

- 23.1 maintain in a hygienic and dry condition a receptacle for refuse within a unit or an exclusive area or on such part of the common property as may be allocated in writing by the trustees.
- 23.2 place the holder or receptacle for the purpose of refuse removal at a place and time as designated by the trustees.
- 23.3 provide a strong plastic bag for the carrying of rubbish from the unit to the rubbish removal area. Such plastic bag must be placed in the rubbish bins stored in the rubbish removal area.
- 23.4 Plastic containers, cardboard boxes or building rubble may not be placed in the rubbish removal area and such articles must be removed to and from an acknowledged dumping ground.
- 23.5 Not leave rubbish or allow rubbish to be left on any part of the common property or public areas surrounding the property, and shall be liable to prosecution. Such offenders must be reported to the Trustees immediately.
- 23.6 Ensure that their domestic servants comply with the above rules.

24. **SECURITY**

- 24.1 Residents are obliged to co-operate with any request and abide by any rules as laid down by the Trustees with regard to security at the complex.
- 24.2 No persons shall be permitted to enter the complex without first identifying themselves.

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- 24.3 All residents must acquaint their servants and children with all security rules.
- 24.4 No visitors shall be permitted on the premises unless the occupier is also there.
- 24.5 All visitors' vehicles shall be parked on designated areas. Should visitors wish to spend the night on the premises, the appropriate arrangements must be made with security to park vehicles inside the complex.

**25. TOILETS AND BLOCKAGES IN PIPES**

Any blockage in toilets, sewers and waste pipes, which serve one unit only, is the responsibility of that owner concerned and the cost of clearing the blockage shall be for the account of such owner. Foreign objects such as nappies, newspapers, sanitary towels, toys, etc. should not be flushed down toilets. The trustees may in their discretion impose a penalty on any occupant should the above not be complied with.

**26. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property, which will or may increase the rate of the premium payable by the Body Corporate in respect of any insurance policy. Fireworks are totally prohibited from both exclusive use and common property areas.

**27. VEHICLES, CARAVANS, TENTS, WATERCRAFT AND PARKING**

- 27.1 No owner, occupier or their visitors shall park or stand any vehicle or motorized transport of any kind including watercraft upon the common property that is not designated for parking, or permit or allow any vehicle or watercraft to be parked or stood upon the common property. This area specifically includes the areas in front of and to the side of the units that will interfere with the neighbors' privacy.
- 27.2 The right of entrance to the property of any motor powered vehicle shall be deemed a privilege. The trustees may withdraw such privilege at any time if such vehicle is considered by the trustees to constitute a nuisance or danger to other users of the property.
- 27.3 The trustees may cause to be removed or towed away immediately or after one written warning (duly delivered) at the risk and expense of the owner of the vehicle or boat, any vehicle or boat parked, standing or abandoned on the common property without the consent of all the trustees. The offending vehicle and/or boat may be banned from entering the complex again, by the simple delivery of a signed written notice to this effect, being delivered to the owner in question and signed by at least two trustees.
- 27.4 No vehicles are allowed on the beach / waterfront.
- 27.5 Residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto common property or in any way deface common property, or in any way park so as to obstruct passing traffic.
- 27.6 No resident shall be permitted to dismantle or effect major repairs or

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reconstruction of any vehicle or boat on any portion of the common property, an exclusive use area or a section may be provided for this purpose.

- 27.7 Nobody may drive motorcycles or quad bikes in the complex.
- 27.8 A speed limit of 15km per hour will be strictly applied to the perimeter of the complex. Vehicles must leave or enter as quietly as possible.
- 27.9 No owner or occupier shall, without the written consent of the Trustees, park or place or allowed to be parked or placed any vehicle, tent or caravan or boat on the common property or on an exclusive use area. No one may sleep in a caravan, tent or motor vehicle that has been parked on the common property or any exclusive use area.
- 27.10 Use of the dam is subject to the rules and regulations of the responsible authorities.
- 27.11 Parking is subject to the express condition that vehicles are parked at the parker's risk and responsibility.
- 27.12 Only properly registered motor vehicles may be permitted on the property.
- 27.13 Only drivers with legal driving licenses may be permitted to drive vehicles on the property.
- 27.14 Only vehicles may be kept in parking bays, provided that they do not extend beyond the allocated bay space. The number of motorized vehicles of all types allowed to park at a unit, will be limited to that number which can fit comfortably in the car port only. Any others will have to park at the designated parking areas at the entrance to the complex.
- 27.15 All boats and watercraft are to be launched in the dam at designated launching points at neighbouring Lake Deneys Yacht Club.
- 27.16 Boats may only be stored in appropriate garages on the property. Off site boathouses are available at the Lake Deneys Yacht Club.

## 28. INDEMNITY

The Body Corporate and/or the Agents shall not be liable to any unit owner or tenant for any injury or damage of any description which the unit owner or tenant and/or member of the unit owner or tenant's family, or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the unit owner or tenant may sustain physically to their property, directly or indirectly, in or about the common property or individual units or in or about the parking bays or storerooms or in or about any part of the complex and/or grounds in which the common property or individual units are situated, by reason of any defects in the common property or individual units, or any appliances whatsoever in the complex or grounds in which the common property or individual units are situated, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, servants or agents. The Body Corporate or the Agent's representatives and servants accept no responsibility or liability of whatsoever nature in respect of the receipt or the non-receipt and delivery or non-delivery of goods, postal matters or other correspondence.

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**29. EMPLOYEES**

Staff members employed by the Body corporate are not available for the owners' personal work during normal working hours. Instructions to the staff are to be given by the Trustees only. The Body corporate is not responsible for any damage of whatsoever nature caused by the staff that may be caused to members' units, or personal effects.

**30. PROPRIETARY RIGHTS TO CONDUCT RULES**

These rules remain the property of the Body Corporate and must remain in the units when they are vacated.

**31. DUMPING OF OIL**

No oil may be dumped or placed in any storm water or sewerage system, but only in such area as may be designated.

**32. SUNDRY PROVISIONS**

- 32.1 An owner may not sell a unit or undivided share in the common property with the purpose of establishing a time-share or share block scheme in respect of such unit.
- 32.2 No firearms of whatsoever nature or kind may be fired or displayed in the complex.
- 32.3 No birds, any other living animals, or any other creatures on, in or around the complex shall be killed or disturbed in any way whatsoever.
- 32.4 The owners shall not be entitled to give any instructions to any employees of the Body Corporate. All complaints and requests must be lodged with the Body Corporate in writing. (See also Clause 29).

**33. WATER AND SEWERAGE**

It is hereby recorded that the water supply for human consumption will be obtained from a borehole on the land as well as from the local authority. It is furthermore recorded that sewerage disposal will be conducted by the Body Corporate. Each owner will be liable to pay a monthly sewerage disposal fee, which will be included in the levy payable.

**34. INSURANCE**

- 34.1 The Body Corporate will be liable to insure all buildings to be erected in the complex as from date of completion of each dwelling. An owner must notify the Body Corporate in writing of the date of completion of his/her/its dwelling.
- 34.2 No Owner shall do or permit to be done on the common property or in his section anything that will or may increase the rate of the premium paid or payable by the Body Corporate, or any other owner of a section on any insurance policy or which will or may result in the incurring of any expenditure by the Body Corporate or such owner attributable to his action or default.
- 34.3 Any owner that has a claim against the Body Corporate's policy covering the property and/or public liability must notify the Body Corporate in writing immediately. The Body Corporate

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shall not be responsible for any compensation or loss arising from the repudiation of a claim on the grounds that it was not notified promptly to the insurer.

- 34.4 Owners will be responsible to pay any excesses requested by the Body Corporate insurers on claims, where applicable.

**35. MAINTENANCE**

The Body Corporate will maintain the exterior of all dwellings in the complex from date of completion of each dwelling. The Owners will however, maintain the interior of their dwellings.

**36. PARKING**

Vehicles and/or trailers must be parked in demarcated parking areas.

**37. ACCESS TO SECTIONS FOR REPAIRS**

Each owner must allow access to his section for the purpose of enabling inspections or repairs to water or waste pipes or electrical circuits for which the Body Corporate is responsible.

**38. DAMAGE**

Should any damage whatsoever be caused to the common property by an owner, his family or household, his domestic employees, his visitors, private contractors employed by him, or his agents, then the owner shall be liable to re-imburse the Body Corporate for the cost of repairing such damage and replacing any item damaged beyond repair.

**39. NUMBER OF OCCUPANTS**

An owner shall not allow this section to be occupied at any stage by more than the following number of people:

Two bedroom unit Four (4)

Three bedroom unit Six (6)

**40. ACCESS TO SECTIONS**

40.1 Should an owner choose to, he may lodge with the Trustees a set of keys for his section and the exclusive use areas under his control. Where locks are replaced, or additional locks are installed, whether on existing doors or safety gates, a duplicate for such lock/s should be lodged with the Trustees. A receipt will be issued to the owner. These keys will be locked in a cupboard in the office of the Building Superintendent which can only be opened with two keys in the presence of two persons, for example, two trustees or a trustee and the building superintendent. Keys may also be lodged with another owner and the trustees notified accordingly. By lodging the keys with the trustees or another owner, the owner is deemed to have granted the trustees authority to enter his/her/its section.

40.2 The Body Corporate reserves the right to obtain access by force in an emergency if keys have not been lodged with the trustees or where the owner of another section with whom the keys are lodged is not available. For this purpose, an emergency could either be a personal health event or any occurrence (e.g. fire or flooding) which is causing or could cause damage to other sections or common property. The Body Corporate, its trustees or the building superintendent shall not be responsible for any

damage caused to such section.

- 40.3 The owner indemnifies the Body Corporate, the trustees and the building superintendent from claims or prosecution as a result of any action taken by them in terms of Rule 40.1 or 40.2.

**41. LATE PAYMENT LEVIES**

41.1 In the event that outstanding levies are not paid to the Managing agent on or by the 10<sup>th</sup> day of each month, all the owners agree to the implementation of the following system. The Managing agent shall be entitled to:

- 41.1.1 Impose a discretionary administration levy of R200-00 (TWO HUNDRED RAND) which may be increased from time to time;
- 41.1.2 Charge interest at the prevailing prime overdraft rate which shall be levied on the outstanding balance calculated from the first day of the month in which the outstanding levy became due until date of payment.
- 41.1.3 It is recorded that the managing agent has been instructed that where such outstanding amounts have not been paid over to the managing agent by the 17<sup>th</sup> of the month, the managing agent is authorized by the trustees to instruct a firm of attorneys to issue summons without further notice to the defaulting owner, the costs of which will be borne by the defaulting owner.

**42. THE IMPOSITION OF FINES WHEN CONTRAVENING THE CONDUCT RULES**

42.1 All owners agree to the implementation of the following warning and fine system:

- 42.1.1 A first contravention of any of these conduct rules will result in a written warning;
- 42.1.2 The trustees shall have the right to use all means at their disposal to achieve satisfactory results in the event that an owner continues to fail to comply with the Conduct Rules after having received a written warning in terms of Rule 42.1.1. This shall include the imposition of a fine which shall be an amount as decided by the Body Corporate per contravention;
- 42.1.3 Any fine, interest, legal costs or deposit imposed by the Trustees shall be added to the monthly account of the owner, whose section is in contravention of the Conduct Rules.
- 42.1.4 Non-payment of any fine shall have the same legal effect as the non-payment of levies, water and electricity.

42.2 Any dispute in respect of the contravention of the Conduct Rule that led to the imposition of a fine shall be referred to arbitration in accordance with the terms and procedures of Prescribed Management Rule 71 of the Sectional Titles Act, 95 of 1986.

**43. PENALTIES**

43.1 Any owner who are persistently in arrears with his/her/its levies or any other miscellaneous charges/debits may be requested by the Trustees, in writing, to explain the reason for such default. Having given the defaulting owner an opportunity to explain in writing, and the trustees still remain unsatisfied with the reasons provided, they may, notwithstanding any other penalty, request the managing agent to require the owner to pay a deposit to be held by the managing agent for an amount not exceeding one month's levy, plus two month's electricity and water charges, based on the highest consumption shown in the twelve months preceding such request.

43.2 In addition to the above, the trustees shall have the right to:

- 43.2.1 Disconnect the electricity supply to the relevant section until payment is made;

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- 43.2.2 Proceed with any right the Body Corporate may have in law, to the recovery of the amount due;
- 43.2.3 Suspend any or all services to the relevant section for such time as is considered necessary; and
- 43.2.4 Apply such deposit to any amount outstanding. The owner shall then be obliged to restore the deposit to its former account.

**44. GARDENING IN THE EXCLUSIVE USE AREAS OF THE COMMON PROPERTY**

44.1 Gardening in the exclusive use areas of the common property:

- 44.1.1 Owners with exclusive use of a garden should not plant shrubs or trees that will ultimately grow higher than the top of the ground floor of their section to obscure other owners views of the dam.
- 44.1.2 Exclusive use gardens must be kept neat and tidy at all times. The Trustees shall have the right to attend to any exclusive use garden if the occupant does not respond to request to tidy such garden. Any costs incurred shall be for the account of the owner.
- 44.1.3 Garden tools and other equipment must not be kept in any place where they will be in view from other sections or any portion of the common property.
- 44.1.4 No colour changes may be made to garden walls and fences without permission from the trustees.
- 44.1.5 Owners are obliged to ensure that their own dead plants are replaced, diseased plants are treated and overgrown trees and plants, creepers or shrubs are pruned where they are situated within a section or exclusive use area.
- 44.1.6 Owners are liable for any damage caused to the common property by them or which may be attributed to them.

**45. CLUB MEMBERSHIP LAKE DENEYS YACHT CLUB**

Owners will be required to be paid up members of the Lake Deneys Yacht Club.

**46. SWIMMING POOLS / JACUZZI**

No swimming/plunge pools or jacuzzi's may be built without the prior written approval of the Body Corporate.

Received on \_\_\_\_\_

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