



# **CONDUCT RULES**

**Status: FINAL**

**Date: June 2019**

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## 1. MOTOR VEHICLES

- 1.1. Road signs on the common property shall be observed.
- 1.2. A speed limit of 20 km per hour is to be observed at all times within the complex.
- 1.3. Vehicles may not be driven within the common property in any manner which creates a nuisance or is considered by the trustees not to be in the interest of safety.
- 1.4. Furniture removal companies (or any other contractors) are limited to truck size of 8tons. Any damage caused by a removal company will be claimed from the owner of the unit.
- 1.5. Unlicensed persons are not permitted to drive any vehicle within the common property.
- 1.6. Hooters shall not be sounded within the common property other than in emergencies.
- 1.7. Vehicles may be parked only on such areas of the common property as are specifically indicated or approved by the body corporate for that purpose and in such a way that the flow of traffic and access to and egress from garages, carports and parking bays is not obstructed. One vehicle may not occupy two parking bays.
- 1.8. All units have two dedicated parking's (either garage or carport). These areas may not be used for storage. All cars to be parked inside garage, under carport or in the space directly in front of the unit without any portion of the vehicle protruding onto the road.
- 1.9. Damaged vehicles and vehicles that are not in general use and vehicles that drip oil or brake fluid on to the common property or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the trustees in writing. No vehicles may be repaired, dismantled, painted or worked upon for commercial gain anywhere in the complex including the exclusive use areas.
- 1.10. No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior written consent of the trustees.
- 1.11. No person may dismantle or effect major repairs to any vehicle on any portion of the common property. The washing of vehicles with a hosepipe on common property is not permitted under any circumstances. An owner or occupier of an apartment may wash his or her vehicle on the condition that it is done with a bucket and cloth. An owner or occupier of a house may wash his or her vehicle with a hosepipe. All occupants and owners are to adhere to municipal restrictions at all times.
- 1.12. The Trustees may cause any vehicle parked, standing or abandoned on the common property in contravention of these rules to be removed or towed away, at the risk and expense of the owner.
- 1.13. An owner or occupier of a section shall ensure that only exclusive use parking areas assigned to the section are used by himself and his guests or visitors. In the event that additional parking is required only designated visitor parking spaces maybe used.

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- 1.14. Parking of vehicles upon the common property, including any exclusive use areas assigned to a section, is subject to the express condition that every vehicle is parked at the risk of the owner of such vehicle and responsibility and that no liability shall attach to the body corporate or its Agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the property.

## **2. LAUNDRY**

- 2.1. An owner or occupier of a section shall not, without the prior written consent of the trustees, erect his own washing lines or modify existing washing lines, nor place or hang any washing or laundry or any other items on any part of the buildings or the common property where it is visible from outside the buildings or from any other section.
- 2.2. Any washing hung out to dry is at the sole risk of the owner thereof.
- 2.3. Washing areas, if any, shall be kept locked, if possible, at all times.

## **3. REFUSE DISPOSAL**

### 3.1. Houses

- Each unit is provided with one wheelie bin for disposal of household refuse. Estate maintenance will collect the bins on needed day and return after collection by the municipality.

### 3.2. Flats

- Each block is provided with two wheelie bins for disposal of household refuse. Estate maintenance will collect the bins on needed day and return after collection by the municipality. The bins will be periodically checked during the week and exchanged as required.

### 3.3. An owner or occupier of a section shall –

- Maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorized by the trustees in writing;
- Ensure that before refuse is placed in such receptacle it is securely wrapped and, in the case of tins or other containers, completely drained;
- For the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees in writing;
- When the refuse has been collected, promptly return such receptacle to his section or other area.

### 3.4. Mandatory Separation of Waste at Source Requirements –

- All sections shall comply with mandatory requirements of the City of JHB Bylaws addressing Waste Management.
- Owners of sections may be fined if they are found to be non-compliant.

## **4. NOISE & DISTURBANCE**

- 4.1. No owner or occupant of a section shall make or allow to be made excessive noise at any time, so as not to disturb the other sections. The determination of what constitutes “excessive noise” shall be at the discretion of the trustees.
- 4.2. All sound producing devices e.g. Radios, tape decks, televisions, musical instruments etc shall not be played or used in such a manner as to interfere with any other occupant’s enjoyment of his/her section or of the common property at any time.
- 4.3. Automobile hooters and alarms shall not be sounded on the common property or in the section at any time except in cases of emergency; this rule applies to the owner or occupant including visitors.
- 4.4. No owner or occupant of a section shall make or shall be allowed to make any noise after 21h00 and before 08h00 without prior written approval from the trustees and immediate neighbours on Sunday to Thursday, and between 23h00 and before 08h00 on Friday to Saturday.
- 4.5. No owner or occupant of a section shall allow any child under his/her care to make excessive noise in the immediate vicinity of any other section. For their own safety, children must be supervised by an adult in the common property at all times.
- 4.6. No owner, occupant, visitor or employee may consume alcohol on the common property.

## **5. CLUBHOUSE, BRAAI AREAS AND COMMON PROPERTY**

- 5.1. The club house may only be booked by owners or occupiers of a section.
- 5.2. The clubhouse and braai areas are used at own risk and that no responsibility or liability shall attach to the body corporate or its Agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his use of the facility.
- 5.3. If a party is to be held at the clubhouse, prior written approval must be obtained from the trustees.
- 5.4. A mandatory non-refundable booking fee and cleaning/damage deposit must be paid and confirmed prior to using the facility. The fee and deposit will be decided and adjusted by the trustees on an ongoing basis. A notice will be issued confirming the booking fee and deposit at the discretion of the trustees.
- 5.5. It is the hirer’s responsibility to clean the Clubhouse after use, failing which the body corporate will clean and deduct the cost thereof from any deposit held. If for any reason the Clubhouse is

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not in a clean condition when taking possession, please report this to the Managing Agent immediately or to security if your function is over a weekend.

5.6. All noise from events at the club house must cease by 21h00 from Sunday to Thursday and 23h00 on Fridays and Saturdays.

5.7. Braais fires may only be made in the designated Braai areas.

## **6. GARDENING**

6.1. Garden gates should remain unlocked at all times. Should these gates be locked, the owner will be liable for any cost incurred to access the garden and to have it maintained.

6.2. Garden gates of units located on boundary where security access is needed must be locked with master key lock – security to have access to these areas at all times.

6.3. Because the estate has numerous retaining walls, the risk of damp and storm water mismanagement is high. Therefore the trustees will evaluate on an application basis, the landscaping of each garden. If an owner or tenant does not conform to the application before installation, the trustees have the right to demand for it to be changed / removed.

6.4. An owner or occupier of a section shall maintain his exclusive use area for garden purposes, if any, in a neat and tidy condition.

6.5. 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 for garden purposes and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way without the prior written consent of the trustees.

6.6. Garden tools and other equipment shall not be kept in any place where they will be in view from other sections or any portion of the common property. If an owner or tenant requires to place a storage facility, written approval must be given.

6.7. No trees are to be cut without the written permission of the trustees.

6.8. Properties located on the northern boundary are governed by a City Power servitude, servicing Kyalami Estates north of the estate. Therefore an indemnity will be signed and all owners and their tenants will acknowledge the danger of gardening or building alterations

6.9. Any Owner that intends to plant any tree that may exceed 3m in height will need to obtain permission from the trustees.

## **7. SWIMMING POOL**

7.1. The swimming pool is primarily for use by owners and occupiers of sections but it may be used by their visitors or guests provided that they are accompanied by an owner or occupier and that they comply with these rules. Owners or occupiers are responsible for the behaviour of their visitors or guests and shall ensure that their numbers at any one time is not such so as to prejudice the comfort, enjoyment or convenience of other owners and occupiers wishing to make use of the pool.

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- 7.2. All children under the age of eighteen (18) must be accompanied by an adult. No minor may be left unattended in the pool area. If any section wishes to allow any of their children between the ages of twelve (12) and eighteen (18) access to the swimming pool without being accompanied by an adult, written notice must be issued to Body corporate to that effect.
  - 7.3. Radios, compact disk players, tape recorders and the like, unless used only with earphones, and musical instruments are not permitted to be played within the pool area.
  - 7.4. Ball games, rowdy and boisterous behaviour and excessive noise are not permitted inside the pool area. Refer to section 4 Noise and Disturbance.
  - 7.5. The access to the swimming pool is limited to the hours between 06h00 and 23h00 daily.
  - 7.6. No animals shall be permitted inside the pool area.
  - 7.7. The Pool Gate shall be kept closed at all times when not in use.
  - 7.8. Persons who have taken vigorous exercise are required to wash or shower before entering the water.
  - 7.9. The body corporate, the trustees, the managing agent and any other employee of the body corporate shall not be liable to any extent whatsoever for the safety of anyone in the pool area. Non -swimmers and children must be accompanied by a person who is able to accept responsibility for them.

## **8. PETS**

- 8.1. Permission to house pets within a section or on the common property may be obtained from the trustees only upon written request. The trustees are empowered to consider such request on its own merits and with due regard to any Municipal by-laws and interests of other owners. Permission to house a pet may only be given by the trustees in writing and in so doing they can prescribe any reasonable condition. Any permission given by the trustees to house pets may be revoked at any stage by the trustees at their discretion.
- 8.2. Subject to such permission being granted by the trustees, the maximum number of pets allowed is governed by the City of Joburg Municipality.
- 8.3. Pets must not cause a disturbance at any time and owners or occupiers shall be responsible for the removal of their animal's excrements within the common property or the individual sections.
- 8.4. Dogs shall be leashed or properly controlled when on the common property.
- 8.5. Bitches on heat are not allowed on the common property at any time.
- 8.6. All cats brought onto the property must be spayed or neutered. The trustees will request proof of this.
- 8.7. Vicious animals of any nature may not be kept in any section or on the common property.

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- 8.8. Aviaries are not permitted other than with the consent of the trustees.
- 8.9. An owner or occupier shall ensure that his animals, when making use of the common property, wear collars bearing tags which will enable anyone to trace the addresses and telephone numbers of their owner.
- 8.10. Any pet found unaccompanied or unidentified on the common property or otherwise in contravention of these rules may be removed by the trustees. Costs incurred as a result of such a removal, such as capture and pound fees, shall be borne by the owner or occupier of the section where the pet was accommodated or by the owner of the pet concerned. The body corporate and the trustees shall not be liable for any injury to any pet thus removed or for any other loss so incurred by the owner or occupier of the section, the owner of the pet or any other person.

## 9. DOMESTIC WORKERS

An owner or occupier of a section shall -

- 9.1. Be responsible for the activities and conduct of his domestic workers and shall ensure that his domestic workers understand and do not breach any rules, national or provincial legislation or local authority bye-laws which may affect the scheme.
- 9.2. Access to the estate for domestic workers will be governed by the Estate Security policy. The Estate Security Policy will be updated and amended at the discretion of the trustees and will be communicated to all owners of a section. It is the Owners responsibility to inform any tenants of the policies in place.
- 9.3. Ensure that his domestic workers and their visitors or guests do not loiter on the common property.
- 9.4. Ensure that his domestic workers and their visitors do not cause undue noise within their sections or on the common property or elsewhere.
- 9.5. Only bona fide domestic workers who are legally permitted to live on the property may be accommodated in the domestic workers quarters, if available. Domestic workers and/or their employers shall be liable for any fine or other penalty imposed by any authority should any servant or other person be illegally accommodated.
- 9.6. Any owner or occupier whose domestic worker consistently fails to abide by the Conduct Rules may be required to remove such worker from the property if so instructed by the trustees.
- 9.7. No owner and occupier of a section may not request personal duties to be performed by any member of staff employed by the body corporate during his working hours.

## 10. EXCLUSIVE USE AREAS

- 10.1. The exclusive use area of a section is limited to the area internal to the sections garden walls and the two parking spaces outside the unit's garage doors not extending more than 6m from the garage door or up to 0.5 away from the roadway, whichever is less. Any other area is considered as part of the common property, and is exclude from this exclusive use right.

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- 10.2. Any changes to any structure of a section must be authorised by the trustees in writing.
  - 10.3. Notwithstanding the fact that exclusive use areas are in terms of the sectional title plans registered with the deeds office as part of the common property, every owner of a unit in the scheme shall have the right to the exclusive use of his/her allocated garden and/or parking area.
  - 10.4. An owner of a unit is obliged to keep the exclusive use area designated to his/her unit neat, hygienic, tidy and acceptable and this area may only be used as a garden area or parking area as allocated.
  - 10.5. Each owner is responsible for the repair and maintenance (flower beds, oil spills, etc.) of the exclusive use area, including the maintenance and repair of any water pipes, electrical wiring, downpipes, security devices, verandas, awnings etc. Solely servicing that area.
  - 10.6. The owner shall give the body corporate and/or anyone authorised by the body corporate, access to the exclusive use area to do any repair work necessary.
  - 10.7. For any structures to be erected in/on the exclusive use area, the owner of the area involved should first obtain written permission from the trustees. A standard will be determined and any similar structures in future erected by any owner, should conform to the approved standard.
  - 10.8. Owners are responsible for the maintenance of all trees and plants in their gardens, and will be liable for any damage that these trees and/or plants may cause to the common property including damage to the garden walls.

## 11. ALTERATIONS – GENERAL IMPROVEMENTS TO EXCLUSIVE USE AREAS

- 11.1. No building alterations are to be undertaken without prior written approval from the trustees.
- 11.2. Only alterations that fall under the SANS 10400 – Section 13 Minor Building Works will be considered for approval.
- 11.3. In order to gain permission to carry out an improvement, the following process should be followed:
  - 11.3.1. Submit a written request to the trustees detailing the nature of the proposed modifications. The submission should be supplemented with as much information as possible, such as sketches and photographs.
  - 11.3.2. The trustees will review the proposed modification and decide on what City of JHB permission is required and other conditions in order to meet the requirements of the estate.
  - 11.3.3. Once municipal approval is granted by City of JHB, the proposal will be reviewed again for compliance to all additional requirements set out by the trustees. Final approval will be granted, if all conditions are satisfied.

- 11.4. Before any authorized alterations are undertaken the period within which the work must be completed must be agreed with the trustees and must be adhered to. A deposit may be called for and will be forfeited if the work is not completed by the agreed deadline or if the common property is damaged.
- 11.5. Any alterations shall be carried out at reasonable hours and shall not cause any undue disturbance to owners or occupiers of neighbouring sections.
- 11.6. A list of pre-defined modifications and requirements are listed in Annexure A and owners must still obtain permission for the modification prior to the modification commencing from the trustees.

## 12. EXTERIOR OF BUILDINGS

- 12.1. Subject to Rule No 11.1. And 11.2. no alterations, additions or decorations to the exterior of the sections, including radio/television aerials, satellite dishes, upgrade on solar energy systems, enclosing of patios / balconies, security gates and burglar bars, or to exclusive use areas or to any other portion of the common property may be made without the prior written consent of the trustees and then only upon the terms and conditions contained in such consent. Should there in the opinion of the trustees be a possibility that an alteration or addition may affect the strength of the structure or any servitude or implied servitude as defined in Section 28 of the Sectional Titles Act, 1986 the trustees may require a certificate signed by a practicing civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting their consent to such alteration or addition.
- 12.2. Requests for consent in terms of Rule 11.1 shall be made in writing to the trustees and shall be accompanied by plans and/or specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration.
- 12.3. An owner or occupier of a section shall be obliged to maintain all alterations, additions, and/or decorations made by him to the exterior of his section in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 12.4. If an owner or occupier of a section fails to comply with the provision of Rule 12.3 and such failure persists for a period of 30 days after written notice to repair or maintain given by the trustees or the managing agents, the body corporate shall be entitled to Remedy the owners failure in question in such manner as it deems fit and to recover the cost of so doing from such owner.
- 12.5. Notwithstanding any approval granted by the trustees, no alteration, addition or decoration to the exterior of a section may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of owner or occupier of the section concerned to obtain any such necessary permit or approvals.
- 12.6. Should any alteration, addition or decoration obstruct any employee or contractor of the body corporate in performing any work on the common property or common services the owner or occupier concerned shall be liable for any additional costs incurred by the body corporate in the performance of such work.

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- 12.7. The owner or occupier 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.

## **13. INTERIOR OF SECTIONS**

- 13.1. No structural alterations to interiors of sections including those which may affect the strength of the structure or any servitude or implied servitude as defined in Section 28 of the Sectional Titles Act, 1986 including any alterations to plumbing and electrical installations may be carried out without the prior written consent of the trustees and the approval of the municipal authorities. The trustees may require a certificate signed by a practising civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting their consent to such alteration or addition.
- 13.2. An owner or occupier of a section shall not be entitled to interfere with electrical installations and plug points, unless such work is undertaken by a licensed electrician.
- 13.3. Interior repairs and maintenance of whatever nature are the responsibility of the owner or occupier of that section and neither the estate manager, if any, nor the managing agents, nor any employee of the body corporate are to be requested to attend to such matters.

## **14. SIGNS AND NOTICES**

- 14.1. No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever or any part of the common property or of a section, so as to be visible from outside the section without the prior written consent of the trustees first having been obtained.

## **15. LITTERING**

- 15.1. An owner or occupier of a section shall not deposit, or throw, or permit or allow to be deposited or thrown, on the common property onto or into a neighbouring property or section any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## **16. STORAGE OF INFLAMMATORY GOODS / DANGEROUS ACTS**

- 16.1. An owner or occupier of a section shall not store any material, or do or permit or allow to be done, any other dangerous act in the section or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.
- 16.2. No firearms or airguns may be discharged anywhere in the complex unless in case of emergency.

## **17. LETTING OF UNITS**

An owner may let or part with occupation of his unit provided -

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- 17.1. that no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the body corporate, hereunder or in terms of the any rules made in terms thereof or of the Act.
- 17.2. that a condition precedent to any such letting and/or parting with occupation, the owner shall obtain written approval for the tenant from the trustees and secure from the lessee or the person to whom occupation is given as the case may be an undertaking in favour of the body corporate that such lessee or person shall duly observe all these regulations and conditions as are contained in the rules and in the Act. Such undertaking shall be in such terms as the trustees shall from time to time require and it shall be lodged in writing with the trustees prior to such lessee or person being given occupation of the unit. In addition all tenants are to be supplied with a copy of the conduct rules by the letting agent / owner. Failure to comply with this clause shall result in a fine.
- 17.3. That in order to retain the residential nature of the building no short term holiday letting shall be permitted. The trustees shall in their sole discretion have the right to restrict any short term letting. In any event no such lease or parting with occupation, shall be for a period of less than 6 (six) months.
- 17.4. No owner may let any section which is a storeroom, domestic workers room or a garage/parking bay or any other sole utilisation area allocated to him in terms of the Sectional Titles Act and or the Rules of the Body Corporate to any person or company or close corporation, institution or any other organisation not being a registered owner of a section of the said body corporate, or a legal tenant residing in the complex.
- 17.5. Moreover, parking bays and other sole utilisation areas may only be used by or let to owners or lawful occupiers of residential sections within the complex.
- 17.6. No estate agent boards or for-sale boards are permitted to be placed either outside the complex or outside the unit within the complex. On show boards are permitted from Friday afternoon to Monday morning

## **18. RESALE OF UNITS**

- 18.1. No estate agent boards or for-sale boards are permitted to be placed either outside the complex or outside the unit within the complex. On show boards are permitted from 09h00 Friday to 09h00 Monday morning only. Fail to comply shall result in a fine for the section in question.

## **19. LEVY CONTRIBUTIONS**

- 19.1. All levies and other miscellaneous debits are due and payable on the first day of each month. Any monies outstanding on the 8th of the month shall bear interest at 2% per month. The owner will pay the costs of any arrear reminders that are sent to him.
- 19.2. It is the responsibility of the owner to make himself aware of what items (and damage costs) are covered by the sectional title insurance and what items are for his own cost
- 19.3. In addition to the above, the trustees shall have the right to:

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- 19.4. Proceed with any right the Body Corporate may have in law, for the recovery of any amount due.
  - 19.5. Suspend any or all other services to the relevant unit for such time as they may consider necessary.
  - 19.6. All deposits may, at the discretion of the Trustees, be applied to any amount outstanding but in such event the deposit shall immediately be reinstated by the relevant owner to the required amount.

## **20. ERADICATION OF PESTS**

- 20.1. An owner or occupier of a section shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agents, and their duly authorised agents or employees, to enter 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, eradication of any such pests as may be found within the section, and replacement of any woodwork or other material forming part of such section which may have been damaged by any such pests shall be borne by the owner of the section concerned.

## **21. SUNDRY PROVISION**

- 21.1. The body corporate and/or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section or any member of his family, or his employee or domestic employee or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual sections by reason of any defect in the common property, its amenities or in the individual sections, or for any act done or any neglect on the part of the body corporate or any of the body corporate's employees, domestic workers, agents or contractors.
- 21.2. The body corporate or its agent representatives shall not be liable or responsible in any manner whatsoever for the receipt or the non -receipt and delivery or non -delivery of goods, postal matter or other property.
- 21.3. Solar heating systems and geysers must be maintained and serviced. This is the responsibility of the owner.
- 21.4. No auctions or jumble sales may be held on the common property.
- 21.5. No stones or other solid objects may be thrown or propelled on the common property.
- 21.6. Moving of furniture or any heavy or bulky articles on the common property should be by prior arrangement with the estate manager, if any, or a trustee. Any damage caused to the common property shall be rectified at the expense of the owner or occupier of the section concerned.
- 21.7. The Body Corporate will be liable for the payment of electricity and water consumed on the common property.

21.8. The Body Corporate will be responsible for the maintenance and upkeep of all common areas including the swimming pool, communal garden areas, guardhouse and clubhouse.

## 22. OCCUPATION OF SECTIONS

22.1. The number of occupants of each section shall be restricted to 2 persons per bedroom of each section.

## 23. INSURANCE CLAIMS AGAINST THE ESTATE STRUCTURAL INSURANCE

23.1. The premiums for the estate structural insurance is paid by the body corporate from the monthly levy that is recovered each month. This insurance covers accidental structural damage to the building and things such as geysers. Any owner wishing to lodge a claim against the estates structural insurance policy should be aware that any excess payable is the responsibility of the claiming party. The Body Corporate will facilitate the initial payment of the excess and will recover the funds by adding it to the levies of the section in claiming from the insurance.

## 24. FINES & PENALTIES

24.1. Any violation of the rules contained in this document may be subject to a fine at the discretion of the trustees.

24.2. All fines will be added to the levy statement of the section in question.

24.3. All owners are responsible for any transgressions of the occupants of their units.

24.4. The fine process will be as follows:

24.4.1. First Infringement: Warning Letter indicating the rule that has been violated.

24.4.2. Second Infringement: Stage 1 Fine as indicated in the table below for the rule that has been violated.

24.4.3. Third Infringement: Stage 2 Fine as indicated in the table below for the rule that has been violated.

24.4.4. Further infringements for violating the same rule in a 12 month rolling period from date of initial warning letter: Stage 2 Fine as indicated in the table below for the rule that has been violated.

Conduct Rule	Stage 1 Fine	Stage 2 Fine
<b>1.0 MOTOR VEHICLES</b>		
1.1 & 1.2 Road signs and/or causing a nuisance.	R500	R1000
<b>2.0 LAUNDRY</b>		
2.4 No person shall be allowed to hang any item over a balcony wall or garden wall, for any reason whatsoever.	R250	R500

# CONDUCT RULES

Conduct Rule	Stage 1 Fine	Stage 2 Fine
<b>4.0 NOISE &amp; DISTURBANCE</b>		
Sections 4.1 to 4.6	R500	R1000
<b>7.0 SWIMMING POOL</b>		
7.2. All children under the age of twelve must be accompanied by an adult. No minor may be left unattended in the pool area.	R1000	R1500
<b>11.0 ALTERATIONS – GENERAL IMPROVEMENTS TO EXCLUSIVE USE AREAS</b>		
11.1 to 11.6 – Illegal improvements / No Permission	R1000, Plus any rectification costs as instructed by the trustees. Thereafter R1000 per month till compliance is reached.	
<b>12.0 EXTERIOR OF BUILDING</b>		
12.1 to 12.7 – Illegal improvements / No Permission	R1000, Plus any rectification costs as instructed by the trustees. Thereafter R1000 per month till compliance is reached.	
<b>14.0 SIGNS AND NOTICES</b>		
14.1 Placing of signs of any kind	R250	R500
<b>15.0 Littering</b>		
15.1 Any person guilty of littering in the estate	R250	R500
<b>17.0 LETTING OF UNITS</b>		
17.2 Not obtaining approval for tenants from the trustees.	R1000 per month from date of warning letter	
<b>18.0 RESALE OF UNITS</b>		
18.1 Erection of signage outside of prescribed hours	R250 per sign per week	

## 26. ANNEXURE A: PRE-DEFINED MODIFICATIONS

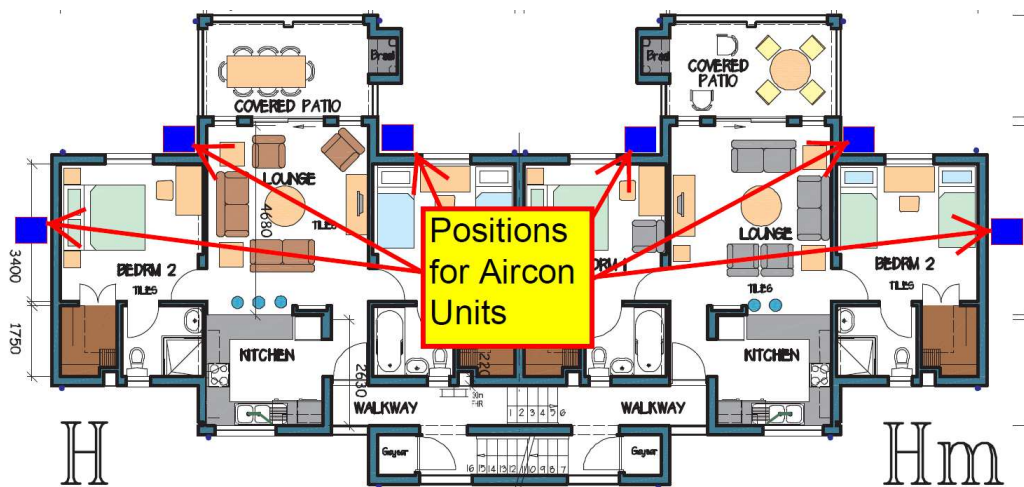
### 26.1. Air-Conditioners

#### 26.1.1. Houses

- Only split type units will be permitted to be installed.
- The position of the condenser unit can be positioned in the best fit for purpose place, in order to achieve the lowest installed cost and best performance. However, they may not be located above any windows of a neighbouring unit.
- Any piping that needs to be routed on the exterior of the walls of a section will need to be routed within trunking that has been painted to the same colour as the gutter down pipes in the estate.
- The Owner will be responsible for the maintenance of the equipment and shall be responsible for repairing any construction damage to the outside façade of the building.

#### 26.1.2. Flats

- Air conditioners will only be allowed in the following areas.



### 26.2. Paving & Decking

- Only owners of a section that has a ground floor, will be allowed to install paving or decking in their exclusive use area.
- The paving must match the existing paving within the sections exclusive use area.
- Any decking shall be limited to 20 m<sup>2</sup>. Should the decking size exceed this size, an application shall be submitted to the trustees to approve, for which permission will not unreasonably be withheld.

- The Owner will be responsible for the maintenance of the paving or decking and shall be responsible for repairing any construction damage.

26.3. Security Gates and Burglar Bars

- Only owners of a section will be allowed to install security gates and burglar bars over any door or window in their section. Only the type of security gate indicated below will be allowed.



## 27. ANNEXURE B: PATIO ENCLOSURE

The trustees may also approve the addition of blinds, glass sliding doors or glass stacker doors to patios as per the 3 options shown below. It is for owners to repair and maintain in perpetuity any such addition and any new owner takes on that responsibility. At the Trustees' discretion, owners will be required to repair and or replace worn, damaged or broken components and owners will be informed of this in writing through the managing agents. All colours and fittings must comply with those shown in the agreed upon standards as per example 1 blinds, 2 sliding door and 3 glass stacker doors. Members of the Body Corporate wishing to install one of these approved options must write to the Trustees requesting permission and stating which option they wish to install. Work can commence as soon as the applicant has received written permission from the Trustees. No deviations to the agreed standards will be permitted.

### Option 1: Canvas Blinds

Material Design Standard	:	SANS 1351:2007 – Canvas Tentage and Tarpaulin Webbing
Material of Construction	:	Canvas – Acrylic blended Ripstop Canvas Windows - UV Clear PVC
Colour	:	Beige or closest match to Corobrick Nebraska Face brick
Type	:	Pulley system, with Zipped or Velcro side closure (Zipped preferred). Orientation of openings i.e. Windows or Doors to be to Owners choice

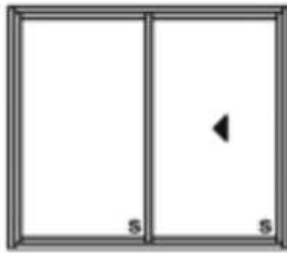


# CONDUCT RULES

## Option 2: Glass Sliding Doors

Material of Construction	:	Anodized Aluminium
Colour	:	As per existing sliding doors in the unit
Type/Configuration	:	Owners choice of any combination of the below options

### Double



OX

### Triple



OXX

0 = fixed X = sliding

### Windows/Side Lights



**Width**

300  
600  
900

**Option 3: Glass Folding doors (Other names: Folding or Stacking or Concertina or Accordion Doors)**

Material of Construction	:	Anodized Aluminium
Colour	:	As per existing sliding doors in the unit
Type/Configuration	:	Owners Choice of folding inside, outside, left only, right only or both.



**RIVERBEND ESTATE @ KYALAMI BODY CORPORATE**

**NOTIFICATION, APPOINTMENT OF PROXY AND ACCEPTANCE OF MANDATE**

I/We, \_\_\_\_\_, the undersigned, the registered owner/s of Unit number \_\_\_\_\_, or duly authorized by the registered owner, namely: \_\_\_\_\_, being a Member of the Body Corporate, give notice to the body corporate of the above scheme that I/We do hereby appoint: {Name printed in full}

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as my/our proxy to attend, speak and vote on my/our behalf at the Annual General Meetings of the Body Corporate and at any adjournment thereof and on the terms set out below:

RESOLUTION DESCRIPTION	In Favour of	Against	Abstain
<b>Special Resolution 1:</b> {SR1} The motion to approve the Proposed Security Infrastructure with or without modifications			
<b>Ordinary Resolution 1:</b> {OR1} The motion to approve the Budget, including the raising of a Special Levy, (itemised estimate of anticipated Income and Expenses for the ensuing financial year) with or without modifications.			
<b>Special Resolution 2:</b> {SR2} The motion to amended the conduct rules with or without amendments			

\* If no indication has been made above as to how the proxy may vote, the proxy may vote as he/she deems fit.

This appointment applies to: (tick **one** of the following and complete as necessary)

<input type="checkbox"/>	At a general meeting to be held on	<input type="checkbox"/> D	<input type="checkbox"/> D	<input type="checkbox"/> M	<input type="checkbox"/> M	<input type="checkbox"/> Y	<input type="checkbox"/> Y	<input type="checkbox"/> Y	<input type="checkbox"/> Y
<input type="checkbox"/>	All general meetings held before	<input type="checkbox"/> D	<input type="checkbox"/> D	<input type="checkbox"/> M	<input type="checkbox"/> M	<input type="checkbox"/> Y	<input type="checkbox"/> Y	<input type="checkbox"/> Y	<input type="checkbox"/> Y
<input type="checkbox"/>	All general meetings until and including the body corporate's next annual general meeting								

Signature(s) of members giving mandate:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D	D	M	M	Y	Y	Y	Y	Y	Y

Signature of person accepting mandate:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D	D	M	M	Y	Y	Y	Y	Y	Y

**Note:**

1. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend, speak and vote in his stead. A proxy need not be a member of the body corporate.
2. In terms of section 6(5) of the Sectional Titles Schemes Management Act 2011 a member must be represented in person or by proxy at a meeting of a body corporate and a person may not act as a proxy for more than 2 (two) members of the body corporate.
3. The instrument appointing a proxy shall include a copy of the Identification document of the member concerned (or of his appointed agent, duly authorized in writing) and where the member is not a natural person, the instrument shall include a resolution of the entity authorizing the Signatory, being the resolution of a Trust/CC/Company.