

ANNEXURE "A"

CONDUCT RULES FOR

BROOKE MANOR BODY CORPORATE

1. **PRELIMINARY**

The conduct rules contained in Annexure 2 of the Regulations to the Sectional Titles Schemes Management Act, 8 of 2011 have been repealed in its entirety and replaced by these rules.

The Rules contained in this schedule shall not be added to, amended or repealed except by special resolution in accordance with Section 10 (2) (b) of the Sectional Titles Schemes Management Act 10 of 2011 and after having first been approved by the Chief Ombud in terms of Section 10 (5) of the Sectional Titles Scheme Management Act 8 of 2011.

2. **DEFINITIONS**

In these Rules, unless otherwise indicated or unless the contrary intention shall appear, the following terms shall have the meanings assigned to them hereunder, namely:

- 2.1 "the Act" means the Sectional Titles Act No 95 of 1986 as amended, and all regulations made in terms hereof as amended or replaced from time to time;
- 2.2 "the building" means the building known as Brooke Manor and all improvements which have been erected on the land;
- 2.3 "the land" means Erf 294 Edenburg Township;
- 2.4 "the Scheme" means Brooke Manor Sectional Title Scheme;
- 2.5 "section" means a section shown as such on the sectional plan
- 2.6 "unit" means a section together with its undivided share in common property apportioned to that section in accordance with the quotas of the section
- 2.7 "common property" means the common property as shown on the sectional titles plan
- 2.8 "owners" mean the registered owners of the units as vested by statute, who are responsible for their families from time to time to administer the affairs of the Body Corporate
- 2.9 the "STSM Act" means the Sectional Titles Schemes Management Act No 8 of 2011 and all regulations made in terms hereof as amended or replaced from time to time;
- 2.10 Words importing -
 - 2.10.1 The singular number only shall include the plural and the converse shall also apply
 - 2.10.2 The masculine gender shall include the feminine and neuter gender/s shall include the masculine and the feminine genders

- 2.11 Words and expressions, to which meaning has been assigned in the Act, shall bear the meaning assigned to them
- 2.12 The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules

3. USE

- 3.1 When the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered section plan, an owner shall not use or permit his section to be used for any other purpose, unless written consent from the Body Corporate is obtained.
- 3.2 No owner or occupier of an section shall conduct any business, whether for profit or otherwise, in his section or in the section in which he resides, or shall allow or permit his section in which he resides to be used for the carrying on of any business, whether for profit or otherwise, unless the written consent of the trustees has first been obtained in writing

4. ANIMALS (CATS & DOGS) / REPTILES OR BIRDS

- 4.1 Written permission to keep pets, as defined in clause 4.2, within a section must be obtained from the Trustees and/or Managing Agents of the Scheme in writing, prior to acquiring the pet or prior to date of occupation of the section. The Trustees shall consider each request on its own merits and with due regard to any municipal by-laws and interests of other owners, but may not be unreasonable in withholding their consent. **(Pets are therefore not allowed in the Scheme without prior written permission.)** Only one pet will be allowed per unit in the scheme, subject to rule 4.3 below.
- 4.2 For purposes of these rules the word "pet" shall mean:
 - 4.2.1 a cat or
 - 4.2.2 a dog.
- 4.3 A quota for allowance of pets for the whole Scheme has been set at the discretion of the trustees. Should the maximum quota be reached, no more pets will be allowed in the Scheme. Pets will be placed onto a waiting list, based on the principle of first come first serve.
- 4.4 An owner or occupier, subject to clause 4.3, shall only be allowed to keep a cat or a dog. **All reptiles, birds and any other form of pet are not permitted in the Scheme.** Furthermore, all dogs and cats must be:
 - 4.4.1 Neutered/spayed and vaccinated against rabies and all other prevalent diseases, and the owner of the pet shall produce all relevant documentation when applying for permission to keep a pet, and
 - 4.4.2 Collared, tagged and chipped.
- 4.5 The Trustees may prescribe any reasonable conditions that they deem fit from time to time for the keeping of any pets. In the event of the Trustees refusing the request for keeping a pet in the scheme, their reasons for refusal shall be given in writing on request to do so by the applicant.
- 4.6 Any owner or occupier must ensure that their pets as defined herein are not a disturbance to other owners or occupiers. On the receipt of written complaints by two separate owners or

occupiers in the Scheme, the Trustees shall have the right to revoke such consent and request the owner to remove such pet from the Scheme.

- 4.7 Pets shall not be permitted in or around any part of the common property constituting the communal entertainment and recreation area. The Trustees shall have the right to remove forthwith any pet found in such area.
- 4.8 No dogs shall be allowed to roam freely in the Scheme. Owners of cats must take due care that their cats do not become a nuisance or cause inconvenience to other owners, residents or occupiers, including, but not limited to, entering other units which the owner of the cat doesn't reside in.
- 4.9 Owners shall accompany all dogs when out on the common property. All dogs must be on a leash when on the common property.
- 4.10 The owner of any pet shall immediately remove any excrement deposited by such pet in a public area. Owners shall also ensure that the excrement within their Exclusive Use Areas shall not cause a nuisance, be unsightly and ensure any excrement is removed immediately.
- 4.11 Cats and dogs shall be chipped and wear a collar with a tag indicating the name, telephone number and address of its owner. This is to be done at the expense of each individual owner. The Trustees are empowered to apprehend and hand over to the municipal pound any cats or dogs found roaming the Scheme without a chip or collar.
- 4.12 Vicious/dangerous or not domesticated animal of any nature may not be kept in any section or in the common property and shall be removed at the cost of the owner.
- 4.13 The Body Corporate, Trustees, Managing Agents or its appointed employees, shall not be held liable for any injury to pets in the complex including the common property and driveways nor for removal of such pets if the conditions aforesaid are not adhered to.
- 4.14 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on common property.

5. REFUSE DISPOSAL AND LITTERING

- 5.1 An owner or occupier of a section shall:
 - 5.1.1 maintain in a hygienic and dry condition the receptacle for refuse within his section, his sole utilization area or on such part of the common property as may be authorised by the trustees from time to time in writing.
 - 5.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, in the case of tins and other containers, completely drained;
 - 5.1.3 when the refuse has been collected, promptly return such receptacle to his section or other refuse area referred to in paragraph 5.1.1.
 - 5.1.4 no household refuse should be placed outside units over weekends. Residents must dispose of this in the bin area provided for this purpose.
- 5.2 An owner or occupier of a section shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including cigarette butts, food scraps or any other litter whatsoever.

- 5.3 The owner or other lawful occupant of any section shall not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any section.

6. DAMAGE, ALTERATIONS OR ADDITION TO THE COMMON PROPERTY

- 6.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter, any part of the common property without first obtaining the prior written consent of the trustees.
- 6.2 Notwithstanding 6.1, an owner or person authorised by him may install:
- 6.2.1 any locking device, safety gate, burglar bars or other safety devices for the protection of his section; or
 - 6.2.2 any screen or other device to prevent the entry of animals or insects; provided that the trustees have first approved in writing the nature and design of the device, the manner of its installation and the color. (Security Gates are to be as per specifications in hand-over pack).
 - 6.2.3 security gates / burglar bars may be installed with the proviso that it complies with the standard and specifications as per the hand-over pack. No exterior burglar bars will be permitted.
- 6.3 No owner or occupier of a section may make any structural alteration to his section, his sole utilisation area or any part of the common property, without the prior written consent of the trustees first having been obtained.
- 6.4 No owner or occupier shall erect or cause to be erected or installed any lights or lighting apparatus on any part of the common property or his sole utilization area, without the prior written consent of the trustees first having been obtained.
- 6.5 No owner or occupier shall erect any structure of any nature whatsoever, including but not limited to umbrellas, braai facilities, saunas, jacuzzis, which are of a permanent or semi-permanent nature, without the written consent of the trustees having been obtained.
- 6.6 No awning may be installed unless the prior written consent of the trustees have been obtained first.
- 6.7 Each unit within the complex has access to the communal TV and M-net aerials. Under no circumstances will any other aerials / satellite dishes be permitted in the complex.
- 6.8 Installation of air-conditioning units will be permitted, but they must comply with the standard set-out by the trustees in terms of style and colour and place of installation. No air-conditioning units may be installed unless the prior written consent of the trustees have been obtained first.

7. APPEARANCE FROM OUTSIDE

- 7.1 The owner or occupier of a section used for residential purposes shall not install an air conditioning unit(s), nor shall not place or do anything on any part of the common property including balconies, patios, stoeps, and garden which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 7.2 No owner or occupier 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 paragraph 7.4.

- 7.3 An owner or occupier of a section shall be permitted to place and keep on his balcony such pots and pot plants and garden furniture, being furniture meant and designed for outside use, as may be approved by the trustees from time to time.

No pot plant, pot or item of garden furniture may be permanently kept or stored on the lawn area in front of a section.

- 7.4 The trustees reserve the right to instruct an owner or occupier to remove such air conditioning unit(s), pot plants, pots or garden furniture, or items of a similar nature on any part of the common property, including balconies, patios, stoeps and garden or sole utilization area, if, in the discretion of the trustees, such item or items are undesirable / aesthetically displeasing when viewed from the outside of a section.

8. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 8.1 Subject to sub-rule (2), the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
- 8.2 This rule does not apply to the storage of fuel or gas in:-
- 8.2.1 The fuel tank of a vehicle, boat, generator or engine; or
 - 8.2.2 A fuel tank or gas cylinder kept for domestic purposes.

9. VEHICLES

- 9.1 No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing, except in respect of those areas of the common property specifically demarcated for that purpose. The trustees may, for this purpose, from time to time demarcate areas of the common property where parking of motor vehicles are permitted, and may similarly demarcate other areas of the common property where parking of motor vehicles are not permitted.
- 9.2 The trustees may cause a fine or penalty to be imposed on the owner or occupier of any vehicle parking or standing or abandoned on the common property or any of the aforesaid demarcated areas without the trustees consent.
- 9.3 Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid onto the common property, or in any other way deface the common property. If an owner or occupier of a section contravenes this rule, that owner or occupier shall be liable to compensate the Body Corporate for the fair reasonable and necessary cost of restoring/repairing/cleaning such common property.
- 9.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, any sole utilisation area or in a section.
- 9.5 The owner or occupier of any section shall not place or park or cause or permit to be placed or parked any vehicle, possession or article in such manner as to obstruct any passageways, exits from or entrances to the building or any entrance to or exit from any section or any garage or authorised parking bay or any other owner of lawful occupant. The foregoing shall apply to the visitor or guest of the owner or occupier concerned. The trustees may in the event of contravention of this rule, cause a fine or penalty to be imposed.
- 9.6 The use of vehicles, including motorcycles, which create excessive noise, is prohibited.

- 9.7 Parents are to take full responsibility for their children within the greater complex area. The trustees will not be liable for any accidents which might occur involving children within the complex, and in the streets of the complex. Children under the age of twelve (12) are to be supervised by an adult, at all times.
- 9.8 Roller skates, skateboards, roller blades or roller balls and similar devices may not be used in the streets of the complex or any communal entertainment and recreation area.

10. WASHING

- 10.1 An owner or occupier of a section shall not erect his own washing lines nor hang washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other section, unless prior written consent of the trustees' is obtained. This rule shall be read in conjunction with rule 7, which is deemed to be incorporated herein.
- 10.2 Only clothes horses are permitted. These are limited to the patio area (if applicable) of each unit over weekends and must be removed when not in use.

11. MAINTENANCE

- 11.1 The owner or other lawful occupant of section shall at times and at his own expense maintain his section and sole utilization areas in good, clean, hygienic, tidy and habitable order and condition and shall be responsible at his own expense for:
- 11.1.1 All interior painting, maintenance, remedying of blockage of sewers and sanitary equipment and connection.
 - 11.1.2 Remedying of water pipes in his section.
 - 11.1.3 Remedying of excessive water overflow or any equipment or installation in his section and sole utilization areas.
- 11.2 All owners and occupiers shall be obliged at all reasonable times to grant access to the trustees their servants and agents, to their section or their sole utilisation areas 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.
- 11.3 All owners and occupiers shall be obliged at all reasonable times to grant access to their sections, sole utilisation areas or other part of the common property, to the trustees, their servants and agents, for the purpose of enforcing these rules or when it is reasonable necessary in the best interests of the Body Corporate.

12. SIGNS AND NOTICES

No owner or occupier of section used for residential purposes shall place any sign, notice, billboard or advertisement of any whatsoever on 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.

13. NOISE

- 12.1 The owner or occupier of any section shall not play or cause or permit to be played, any radio, television set, tape or other recording, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other owner or occupier or to any other person.

- 12.2 The volumes of sound arising in and around a unit, from whatever sources including radios, television sets, human voices, instruments, tools or telephones shall be on such a level so as not to be heard by adjoining units. No noise or loud music is allowed after 22h00 on weekdays and 24h00 on weekends, unless prior permission has been received from your immediate neighbours and the trustees.
- 12.3 Mechanical maintenance work, including the use of power-saws, lawn mowers and similar tools, is permitted only between the following hours: Mon – Fri 7h30 – 18h00; Sat & Sun 9h00 – 18h00.

13. POWER TOOLS AND EQUIPMENT

- 13.1 The owner or occupier of any section shall not use or cause to permit to be used anywhere in the building (including his section) or on the common property (including his sole utilisation area) any hand or powered tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception or which create or cause any sound or noise or smells or fumes to which any other owners or lawful occupiers may reasonably object.
- 13.2 No owner or occupier may store or permit to be stored any powertools and equipment and/or similar items, including work benches, work tables, in or on any part of the common property or his sole utilisation area, including but not limited to the balcony and balcony area of his section and the carport designated to him for his use.
- 13.3 No owner or occupier of any section shall practice or cause to be practiced in any part of the common property, including his sole utilisation area, any hobby or activity to which other owners and occupiers may object.

14. FIRE FIGHTING EQUIPMENT

- 14.1 The owner or occupier of any section shall not tamper with, abuse or use or cause or permit to be tampered with, abuse or used, any firehose, reel or extinguisher in any manner or for any purpose other than as permitted or prescribed by the fire regulations of the relevant local authority or other relevant legislation.
- 14.2 No fire extinguisher, firehose 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, garden or any other unauthorised purpose.

15. BARBECUES

The owner or occupier of any section shall only be entitled to use barbecues or braai's at designated areas, and not in their sections or exclusive use areas.

16. SPEEDING

The owner or occupier of any section shall use entrances and exits to the building and internal roads and passages in such manner as may be indicated by the trustees from time to time and shall at all times drive his vehicle slowly, i.e. 10km/h, and with the utmost caution on the premises, and shall furthermore ensure that their visitors do likewise.

17. GARDENS / GARDENER

- 17.1 No owner or occupier of any section, other than person empowered by the Body Corporate to do so, shall instruct the gardener to do any work in the sole utilisation areas, and/or common property during normal working hours except in an emergency.

- 17.2 The owner or occupier of any section shall not interfere with flora, wild or cultivated, growing on common property other than the sole utilisation areas allocated to such owners. All owners or occupiers shall ensure that such areas are not despoiled in any way.
- 17.3 No plants, trees or shrubs may be removed from the common property, neither may any plants, trees or shrubs on the common property be trimmed without prior written approval from the trustees. It is recorded that certain of the flora is protected by law and any owner or occupier interfering with or damaging or in any other way acting in respect of such flora contrary to the provisions of the law may be prosecuted by the trustees or any other person.
- 17.4 No owner or occupier shall cause to be planted in the gardens on the common property or any part of his sole utilisation area, any plants shrubs or trees without first obtaining the prior written consent of the trustees. It is specifically recorded that no owner or occupier shall plant any creepers or creeping plants or plants which have a tendency to creep, on the common property or his sole utilisation area.
- 17.5 The owner or occupier of any section and his visitors shall keep to the pathways at all times.

18. LEASING OF UNITS

- 18.1 All tenants of units and any other persons granted rights of occupancy by any owner of the relevant unit, are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or grant of rights of occupancy.
- 18.2 Any failure to comply with these rules by a tenant or any other occupier shall be the liability of the owner as well as the tenant/occupier and their liability shall be joint and several.
- 18.3 The owner of a section shall not be permitted to lease out his section or permit any other person to occupy his section on any commercial basis without the prior written consent of the Trustees. For this purpose, the owner shall make a formal written application to the Trustees and shall give full details of the proposed tenant. The Trustees shall be entitled to attach any reasonable conditions in the granting of consent, including a requirement that all rentals and all payments in respect of consumption charges must be paid by the tenant to the Managing Agent, who shall then be entitled to deduct levies and any amounts which may be owed by the owner to the Body Corporate from such rentals and consumption charges and to then account to the owner for the balance (if any).

19. ERADICATION OF PESTS

An owner or occupier of a section shall keep the section free from white ants, borer and other wood destroying insects, and to this end shall permit the trustees, the Managing Agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such of any woodwork or other material forming part of such section which may be damaged by any such pests, shall be borne by the owner of the section concerned.

20. COMMON SWIMMING POOL

- 20.1 Children must not be left unattended. An adult must accompany children under twelve years of age at all times.
- 20.2 Glass containers and breakable objects are not permitted in the swimming pool or pool area.

- 20.3 No irresponsible behavior or behavior which can in any way endanger any person using the swimming pool is permitted in the swimming pool.
- 20.4 The use and enjoyment of the pool and the pool area is restricted to residents and their guests (accompanied by residents) only.
- 20.5 No shouting, screaming or other activity, behavior or noise which can be offensive or a nuisance to the owners or occupiers of any section or to the general public is permitted in the swimming pool or surrounding area.
- 20.6 No nude swimming or sunbathing is permitted in the swimming pool area.
- 20.7 The owner or occupier of any section who enters, uses or leaves the swimming pool area, shall at all times keep the gate to the area closed.
- 20.8 The owner or occupier of a section who has entered or used the swimming pool area, shall be responsible for ensuring that the pool and surrounding area are left in a clean and tidy condition on leaving the area.
- 20.9 No owner or occupier of a section shall interfere with or cause to be interfered with or damage or cause or permit to be damaged or remove or cause to be removed any equipment or facilities in the pool or the surrounding area. The maintenance, upkeep and repair of the swimming pool and swimming pool area, including the pump, filter and similar equipment, is the sole responsibility of the trustees.
- 20.10 The pool area may only be utilized during the time periods 08h00 to 20h00.

21. GAZEBO AREA AT THE SWIMMING POOL

- 21.1 The gazebo at the swimming pool forms part of the entertainment area referred to earlier herein and those rules applicable to the swimming pool area shall apply to the gazebo area. The running and management of the gazebo is the function of the Trustees, who may appoint from time to time certain persons, whether owners, lawful occupiers or other persons, to assist them in the management and running of the gazebo area.
- 21.2 The Trustees, alternatively those persons appointed by them as contemplated in 21.1, may from time to time make additional rules governing the use of the gazebo area. Such rules shall be binding on all owners and occupiers of sections.
- 21.3 The Trustees and/or those persons appointed by their terms of 21.1 reserve their right to determine admission to the gazebo area facilities.

22. PAYMENT TO LEVY FUND OF THE BODY CORPORATE

- 22.1 Failure on the part of any owner of any section to ensure that payment of levy or any other amounts due to the Body Corporate is received by no later than the 1st day of the month in which it is due, may result in interest being charged, a debt collection process being instituted and/or legal action being taken, at the owners cost, to recover any such levy or other amounts due from the owner in terms of Section 21 (3) (c) and Section 25 (2) (a), (b) and (c) (Management Rules) of the Sectional Titles Schemes Management Act, 2011.
- 22.2 In order to ensure compliance with payment of the levy and other amounts due to the Body Corporate, each owner will be required to complete a debit order form for such payment to be made automatically from their bank account. Failure to do so, will result in a penalty being incurred, together with the interest and / or legal action as set out above.

23. SECURITY

- 23.1 Security protocol, at the gate, shall be adhered to at all times.
- 23.2 All attempts at burglary or instances of fence jumping or breakage, must be report to the trustees and a member of the security staff as soon as is reasonably possible in writing.
- 23.3 All security systems, for individual units, are acceptable. It is of the utmost importance however, that occupants inform and leave contact details with their neighbours and a member of the trustees or the security company, if they are going away. In this way, extra patrols can be organized for your particular unit and if you have an alarm system, it can be monitored, once more, should anything happen while you are away, you can be contacted.
- 23.4 Access stickers shall be handed out to all residents. These stickers are to be placed on the bottom right of the front windscreen of each resident's vehicle.
- 23.5 Where possible, the security center at the gatehouse shall be advised in advance of the pending arrival of any contract workers, deliveries or visitors.
- 23.6 All residents shall ensure that their visitors adhere to the security protocol of the complex.

24. OWNER OR OCCUPIER NOT THE AUTHORISED AGENT OF THE BODY CORPORATE

Only the duly elected trustees of the Body Corporate may enter into any contract on behalf of the Body Corporate and incur any liability for the Body Corporate and then only by two such trustees acting simultaneously. No other owner or occupier may in any way whatsoever enter into any contract on behalf of or incur any liability on behalf of the Body Corporate, without the prior written consent of the trustees first being obtained.

25. OCCUPANTS, TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

- 25.1 The occupiers of units are liable for the conduct of their visitors, contractors and employees, and shall procure that such persons adhere to these rules.
- 25.2 No owner, visitors, contractors or employees may congregate or loiter in the streets, sidewalks or other open spaces in the complex.
- 25.3 All Owners and Occupiers residing in the Complex are required to be registered with security for access control into and out of the Complex.
- 25.4 Owners and Occupiers may not request the security guards on duty to grant them access to or egress from the Complex without following the correct access control procedures.
- 25.5 Additional security registration can be obtained for additional Owners and Occupiers at an additional cost.
- 25.6 All Owners and Occupiers are required to register all persons in their employ with security and confirm the days and times of access permitted.
- 25.7 Each employee of an Owner or Occupier must at all times be in possession of a valid South African identity document or a valid international passport, together with the necessary valid work permit.
- 25.8 All Owners and Occupiers consent to the vetting of new employees, to the necessary criminal checks being performed, and to the payment of the applicable fees to the security company for such checks to be carried out. No criminal checks will be carried out on any employee without

their prior Written consent. No employee will be registered / re-validated without first being vetted.

- 25.9 Owners and Occupiers must at all times ensure that the Complex's correct applicable access control procedures are adhered to.
- 25.10 The trustees reserve the right to take steps to refuse access of any employee of a resident in the complex.
- 25.11 Tenants, occupants, residents, visitors and employees are to ensure that the privacy of others is not infringed upon in any way whatsoever.

26 SOLE UTILISATION AREAS

The Developer has, in terms of Section 10 (7) and (8) of the Sectional Titles Schemes Management Act, imposed the following additional Conduct Rule relating to sole utilisation areas :

- (a) There has been created, in favour of the owners of the sections from time to time, as set out in Annexures "**B**" hereto, being respectively a schedule and layout plan of the sole utilisation areas, the right to use part of the common property for their sole utilisation.
- (b) A sole utilisation areas entitles an owner and occupier of a section to which the sole utilisation areas attaches, to the exclusive use of the sole utilisation area to the exclusion of all other persons.
- (c) The sole utilisation areas created shall be as follows:

Each **parking bay** reflected in Annexure "**B**" hereto shall be for the exclusive use of the owner of the unit, the number of which is reflected in Annexure "**B**" and as determined in the layout plan attached hereto marked Annexure "**B**".

Each parking bay may only be utilised for the parking of:-

- motor vehicles;
- light delivery vehicles;

The parking bay can only be utilised for parking of other vehicles with the prior written consent of the Body Corporate, which may withhold such consent in its discretion, or grant such consent subject to such conditions as it may determine.

Each **open area (open balcony/open terrace/open patio)** reflected in Annexure "B" hereto shall be for the exclusive use of the owner or occupier of the unit, the number of which is reflected in Annexure "C" and as determined in the layout plan attached hereto marked Annexure "B".

The general provisions relating to the use of the sole utilisation areas are as follows:

The way in which the open areas may be utilised will be determined by the Body Corporate and subject to such conditions as they may determine.

The owner entitled to the exclusive use of any sole utilisation area shall be obliged to maintain the sole utilisation area in all respects to the satisfaction of the Body Corporate.

- (d) The Body Corporate shall be entitled to determine and collect special levies for the maintenance of any of the sole utilisation areas created in terms hereof

26. SCHEDULE OF FINES

#	OFFENCE	First offence	Second offence	Third offence
1	Parking of vehicles, trailers, etc illegally / improperly on common areas	Warning	250	1000
2	Unnecessarily noisy children	Warning	250	1000
3	Hanging of washing on windows, walls, etc	Warning	250	1000
4	Speeding / Dangerous and reckless driving	Warning	250	500
5	Storage of NON garden furniture on balconies/patios/gardens	Warning	250	1000
6	Not stopping at gate and tailgating	Warning	500	1000
7	Abuse / Assault / Harassment of security	Warning	850	1000
8	Calling of reaction unit	Warning	750	1000
9	Unnecessary hooting in complex	Warning	500	1000
10	Littering	Warning	500	1000
11	Refuse in Common Property	Warning	850	1000
12	Blatant disregard of the rules	Warning	1500	2000
13	Excessive noise and partying	Warning	1000	1000
14	Conducting business within the complex	Warning	850	1000
15	Willful damage to complex	Warning	1000	1000
16	Unapproved alterations	Warning	1000	1000
17	Storing of dangerous and hazardous materials	Warning	1000	1000
18	Fireworks	Warning	1000	1000
19	Use of fire hydrant and external water meters for personal	Warning	1000	1000