



SECTIONAL TITLES SCHEMES MANAGEMENT ACT, 2011 (ACT NO 8 OF 2011)

CERTIFICATE IN TERMS OF SECTION 10(5)(c)

For office use:

Scheme Registration Number: CSOS/GovDoc/19/WC/001027

I, the undersigned, Ndivhuo Rabuli, in my capacity as the Acting Chief Ombud, acting in terms of section 10(5) (c), of the Sectional Titles Schemes Management Act, 2011 (Act No 8 of 2011), hereby certify that: -

The amendments or insertion to the Management Rules have been approved in terms of section 10(5) (c) of the Sectional Titles Schemes Management Act, 2011 (Act No.8 of 2011).

The amendments or insertion to the Conduct Rules have been approved in terms of section 10(5) (c) of the Sectional Titles Schemes Management Act, 2011 (Act No.8 of 2011).

The Management and Conduct Rules are for the regulation and management of the following Community Scheme:

SCHONENBERG RETIREMENT VILLAGE

Signed and dated at**SANDTON**..... on the**14TH**..... day of**MARCH**..... 2019



Community Schemes
Ombud Service

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Ms Ndivhuo Rabuli: Acting Chief Ombud

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THE BODY CORPORATE OF THE
SCHONENBERG RETIREMENT VILLAGE

SECTIONAL TITLE SCHEME

SS No. 658/2008

MANAGEMENT RULES

in terms of section 10(2)(a) of the Sectional Titles Schemes Management Act, 2011

(Act No. 8 of 2011)

(Version 2.1)

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PART 1 INTRODUCTORY

1. Heading

Management rules prescribed in terms of section 10(2)(a) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

2. Interpretation

(1) In the interpretation of these rules, unless the context indicates otherwise —

- (a) "**adjudicator**" means an adjudicator acting in terms of the Community Schemes Ombud Service Act, 2011 (Act No. 9 of 2011);
- (b) "**administrator**" means an administrator appointed in terms of section 16 of the Act;
- (c) "**auditor**" means a person accredited to perform an audit in terms of the Auditing Professions Act, 2005 (Act No. 26 of 2005);
- (d) "**Community Schemes Ombud Service**" means the service established in terms of the Community Scheme Ombud Service Act, 2011 (Act No. 9 of 2011);
- (e) "**estimated cost**", for the purposes of rule 22, means the estimated cost to maintain, repair or replace a major capital item;
- (f) "**expected life**", for the purposes of rule 22, means the estimated number of years before it is expected that the cost of maintenance, repair or replacement of a major capital item will be incurred;
- (g) "**executive managing agent**" means a managing agent appointed to carry out all the functions and powers of the trustees in terms of rule 28;
- (h) "**future development right**" means a right to extend the scheme in terms of section 25 of the Sectional Titles Act;
- (i) "**major capital item**", for the purposes of rule 22, means wiring, lighting and electrical systems, plumbing, drainage and storm-water systems, heating and cooling systems, any lifts, any carpeting and furnishings, roofing, interior and exterior painting and waterproofing, communication and service supply systems, parking facilities, roadways and paved areas, security systems and facilities and any other community and recreational facilities;
- (j) "**managing agent**" means any person who provides scheme management services to a body corporate for reward, whether monetary or otherwise, including any person who is employed to render such services;
- (k) "**member**" means a member of the body corporate;
- (l) "**past contribution**", for the purposes of rule 22, means the funds in the reserve fund of the body corporate in respect of the estimated cost;
- (m) "**primary section**" means a section designed to be used for human occupation as a residence, office, shop, factory or for any other type of use allowed in terms of local municipal by-laws, not being a utility section;
- (n) "**registered auditor**" means a person as defined in terms of the Auditing Professions Act, 2005 (Act No. 26 of 2005);
- (o) "**registered bondholder**" means the holder of a mortgage bond of whom the body corporate has been notified in terms of section 13(1)(f) of the Act;
- (p) "**reserve funds**" means an amount set aside by the body corporate to meet the unexpected costs that may arise in future, including future cost of maintenance
- (q) "**Sectional Titles Act**" means the Sectional Titles Act, 1986, (Act No. 95 of 1986), as amended;
- (r) "**service address**" means the service address of a member or the body corporate in terms of rule 4; and
- (s) "**the Act**" means the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011);
- (t) "**utility section**" means a section which, in terms of local municipality by-laws, is designed to be used as an accessory to a primary section, such as a bathroom, toilet, storeroom, workshop, shed, servant's quarters, parking garage, parking bay or other utility area, not being a primary section.

(2) In the interpretation of these rules —

- (a) words and expressions to which a meaning has been assigned in the Act or its regulations, bear those meanings;
- (b) words importing—
 - (i) the singular must be interpreted to include the plural, and the plural to include the singular; and
 - (ii) any one gender must be interpreted to include all other genders; and
- (c) the headings of rules must not be taken into account.

3. Amendment and binding nature

- (1) The body corporate may substitute, amend, repeal, or add to the management rules subject to and in accordance with the provisions of section 10 of the Act.
- (2) A member must take all reasonable steps to ensure compliance with the conduct rules in force in terms of section 10(2)(b) of the Act by any tenant or other occupant of any section or exclusive use area, including the member's employees, guests, visitors and family members.

4. Service addresses

- (1) The body corporate must, from time to time, determine the address that is its *domicilium citandi et executandi* in terms of section 3(1)(o) of the Act; provided that such service address must be—
 - (a) the physical address of a section in the scheme;
 - (b) the physical address of a duly appointed managing agent or administrator; or
 - (c) another physical address within the magisterial district in which the scheme is located.
- (2) The trustees may designate a fax, email or other address as an alternate body corporate service address.
- (3) A change of a body corporate service address is effective when written notice of that address is lodged with the Community Schemes Ombud Service in the prescribed form.
- (4) The trustees must, when they give the Community Schemes Ombud Service notice of a change of the body corporate service address in terms of section 3(1)(o) of the Act, simultaneously give such written notice to all members and other occupiers of sections and to all registered bondholders.
- (5) The service address for any legal process or delivery of any other document to a member is the address of the primary section registered in that member's name; provided that a member is entitled by written notice to the body corporate to change that address for purposes as contemplated in subsections 6(3)(c) and 6(4) of the Act to another physical address, postal address or fax number in the Republic of South Africa or to an email address, and that the change in the service address of the member is effective when the body corporate receives notice of such a change.
- (6) The service address for any legal process or delivery of any other document to an occupier of a section, who is not a member, is the physical address of that section.

PART 2 TRUSTEES

5. Trustees

- (1) All the members are trustees from the establishment of the body corporate until the end of the first general meeting.
- (2) Subject to rules 6(4) and 28(1), if a body corporate consists of less than 4 members who are owners of primary sections, each member or his or her representative recognised by law is considered to be a trustee without election to office.
- (3) If a body corporate consists of more than 4 members who are owners of primary sections, they must from time to time determine the number of trustees to be elected in terms of these rules.

6. Requirements for office and disqualification

- (1) A trustee need not be a member or the legally recognised representative of a member who is a juristic person.
- (2) A person who is the managing agent or an employee of the managing agent or the body corporate may not be a trustee unless that person is a member.

- (3) A trustee who has any direct or indirect personal interest in any matter to be considered by the trustees must not be present at or play any part in the consideration or decision of the matter concerned.
- (4) A trustee ceases to hold office if that trustee—
 - (a) by written notice to the body corporate, resigns from office;
 - (b) is declared by a court to be of unsound mind;
 - (c) is or becomes insolvent and the insolvency results in the sequestration of that trustee's estate;
 - (d) is convicted, or has been convicted in the Republic or elsewhere, of theft, fraud, forgery, perjury or any other offence involving dishonesty;
 - (e) is sentenced to imprisonment without the option of a fine;
 - (f) is removed from an office of trust on account of misconduct in respect of fraud or the misappropriation of money;
 - (g) is removed from office by ordinary resolution of a general meeting; provided the intention to vote on the proposed removal was specified in the notice convening the meeting;
 - (h) is or becomes disqualified to hold office as a director of a company in terms of the Companies Act, 2008 (Act No. 71 of 2008); or
 - (i) fails or refuses to pay the body corporate any amount due by that trustee after a court or adjudicator has given a judgment or order for payment of that amount.

7. Nomination, election and replacement

- (1) A member may nominate any person for the office of trustee.
- (2) The nomination of a trustee must be in writing, accompanied by the written consent of the person nominated and delivered to the body corporate service address at least 48 hours before the annual general meeting is due to start.
- (3) If an insufficient number of nominations are received in terms of sub-rule (2), further nominations may be called for at the annual general meeting with the consent of the persons nominated.
- (4) Save for the provisions of rules 5(1) and (2), trustees must be elected at the first general meeting of the body corporate and then at each subsequent annual general meeting.
- (5) If a trustee ceases to hold office —
 - (a) the remaining trustees; or
 - (b) the members in general meeting,may appoint a replacement trustee.
- (6) An elected or replacement trustee holds office until the end of the next annual general meeting and is eligible for re-election, if properly nominated.
- (7) The trustees may appoint, for a specified period, a person qualified to serve as a trustee as a replacement for any trustee who is absent or otherwise unable to perform the duties of that office.

8. Payment and indemnity

- (1) The body corporate must reimburse trustees for all disbursements and expenses actually and reasonably incurred by them in carrying out their duties and exercising their powers.
- (2) Unless so determined by special resolution, trustees who are members are not entitled to any reward, whether monetary or otherwise, for their services as such.
- (3) Trustees who are not members may be rewarded for their services as such; provided that any reward, whether monetary or otherwise, must be approved by a resolution of the body corporate as part of the budget for the scheme's administrative fund.
- (4) The body corporate must indemnify a trustee who is not a managing agent against all costs, losses and expenses arising as a result of any official act that is not in breach of the trustee's fiduciary obligations to the body corporate.

PART 3 TRUSTEE MEETINGS AND DECISIONS

9. General powers and duties

The trustees must—

- (a) meet to carry out the body corporate's business, adjourn and otherwise regulate their meetings as they think fit, subject to the provisions of the Act, these rules and the common law of meetings;
- (b) exercise the body corporate's powers and functions assigned and delegated to them in terms of section 7(1) of the Act in accordance with resolutions taken at general meetings and at meetings of trustees;
- (c) apply the body corporate's funds in accordance with budgets approved by members in general meeting;
- (d) appoint any agent or employee in terms of section 4(a) of the Act in terms of a duly signed written contract; and
- (e) compile minutes of each trustee and general meeting in accordance with rule 27(2)(a) and distribute these to the persons entitled to notice of the meeting concerned as soon as reasonably possible, but not later than 7 days after the date of the meeting.

10. Validity of actions

- (1) No document signed on behalf of the body corporate is valid and binding unless it is signed on the authority of a trustee resolution by —
 - (a) two trustees or the managing agent, in the case of a clearance certificate issued by the body corporate in terms of section 15B(3)(i)(aa) of the Sectional Titles Act; and
 - (b) two trustees or one trustee and the managing agent, in the case of any other document.
- (2) A resolution adopted or other act performed by the trustees remains valid and effective notwithstanding the later discovery of some defect in the appointment of a trustee or the disqualification of a trustee.

11. Calling and attendance at meetings

- (1) A trustee may at any time call a meeting of trustees by giving all other trustees not less than seven days written notice of the time and place of the meeting and by setting out an agenda for the meeting: Provided that —
 - (a) in cases of urgency a trustee may give such shorter notice as is reasonable in the circumstances; and
 - (b) notice need not be given to any trustee who is absent from the Republic unless the meeting is one referred to in sub-rule (5), but notice must be given to any replacement trustee appointed for that trustee.
- (2) The trustees may by written resolution set the dates of and a standard agenda for their future meetings and delivery of a copy of this resolution is considered adequate notice of all such future meetings.
- (3) Members, registered bondholders, holders of future development rights and the managing agent may attend trustee meetings and may speak on any matter on the agenda, but they are not entitled to propose any motion or to vote; provided that such persons are not entitled to attend those parts of trustee meetings that deal with —
 - (a) discussions of contraventions of the Act or rules; or
 - (b) any other matters in respect of which the trustees resolve that the presence of any such persons would unreasonably interfere with the interests of the body corporate or any person's privacy.
- (4) If a member, a registered mortgagee or the holder of a future development right in writing requests notice of trustee meetings, the trustees must deliver to that person a copy of a notice of a meeting referred to in sub-rule (1), a resolution referred to in sub-rule (2) and a notice of any adjournment of such a meeting; provided that the body corporate may recover from the person concerned the costs of delivery of such documents.
- (5) The trustees may make arrangements for attendance at a trustee meeting by telephone or any other method, if the method —
 - (a) is accessible to all trustees and other persons entitled to attend the meeting;
 - (b) permits all persons participating in the meeting to communicate with each other during the meeting; and

- (c) permits the chairperson to confirm, with reasonable certainty, the identity of the participants.
- (6) A person who attends a meeting as provided under sub-rule (5) is considered present in person at the meeting.

12. Chairperson

- (1) If a body corporate consists of only two members, the provisions in these rules in regard to the election and functions of a chairperson do not apply.
- (2) From the establishment of the body corporate until the end of the first general meeting, the developer or the developer's nominee is the chairperson of the trustees.
- (3) At the commencement of the first meeting of trustees after an annual general meeting at which trustees have been elected and whenever else necessary, the trustees must by majority vote elect a chairperson from among their number.
- (4) The chairperson of the trustees holds office as such until the end of the next annual general meeting.
- (5) The trustees at a trustees' meeting or the members at a general meeting may remove the chairperson from office if notice of the meeting contains a clear statement of the proposed removal; provided that such removal does not automatically remove the chairperson from the office of trustee.
- (6) If a chairperson is removed from office as such or ceases to hold office as a trustee, the remaining trustees must elect a replacement chairperson from among their number who holds office as chairperson for the remainder of the period of office of his or her predecessor and has the same voting rights.
- (7) If the elected chairperson vacates the chair during the course of a trustee meeting, is not present or is for any other reason unable or unwilling to preside, the trustees present must choose another chairperson from among their number and that replacement chairperson has all the powers and functions of the chairperson while acting as such.

13. Quorum

- (1) At a trustee meeting, 50 per cent of the trustees by number, but not less than two, form a quorum.
- (2) If the number of trustees falls below the number necessary to form a quorum, the remaining trustee or trustees may continue to act, but only to—
 - (a) appoint replacement trustees to make up a quorum; or
 - (b) call a general meeting.
- (3) If at any trustee meeting a quorum is not present within 30 minutes of the appointed time for the meeting, the trustees present, but not less than two, must adopt interim resolutions in respect of each item on the agenda.
- (4) An interim resolution adopted by trustees in terms of sub-rule (3) does not take effect unless it is confirmed—
 - (a) at the next trustee meeting at which a quorum is present; or
 - (b) by written resolution signed by all the trustees.

14. Voting

- (1) A motion at a trustee meeting —
 - (a) does not have to be seconded; and
 - (b) must be determined by resolution adopted by the majority of the trustees present and voting.
- (2) Each trustee is entitled to one vote; provided that if the deliberative votes of the trustees, including that of the chairperson, are tied, the chairperson has a casting vote, unless there are only two trustees.
- (3) A trustee is disqualified from voting in respect of —
 - (a) any proposed or current contract or dispute with the body corporate to which the trustee is a party; and
 - (b) any other matter in which the trustee has any direct or indirect personal interest.
- (4) Trustees must adopt decisions by resolutions adopted by majority vote: Provided that resolutions may be put to the vote —
 - (a) at trustee meetings; or

- (b) by a notice sent to each trustee which contains the text of any proposed resolutions and instructs the trustees to indicate their agreement to the resolution by their signature, which signatures must be received by the body corporate before expiry of the closing date specified in the notice.

PART 4 OWNER MEETINGS

15. Notice

- (1) Subject to sub-rule (7), at least 14 days' written notice of a general meeting specifying the place, date and hour of the meeting must be given to—
 - (a) all members;
 - (b) all registered bondholders;
 - (c) all holders of future development rights; and
 - (d) the managing agent.
- (2) A person who has a right to be notified under this rule may waive that right by notice in writing delivered to the body corporate and may, at any time and in the same way, revoke that waiver; provided that if two or more persons are jointly entitled to exercise a vote, all of them must waive the right to notice and any of them may revoke that waiver.
- (3) The notice of a general meeting must be accompanied by at least—
 - (a) an agenda, as required in terms of these rules;
 - (b) a copy or comprehensive summary of any document that is to be considered or approved by members at the meeting; and
 - (c) a proxy appointment form in the prescribed format.
- (4) A general meeting must be held in the local municipal area where the scheme is situated unless the members have by special resolution decided otherwise.
- (5) Registered bondholders, holders of future development rights and the managing agent may attend general meetings and may speak on any matter on the agenda, but they are not, in those capacities, entitled to propose any motion or to vote; provided that such persons are not entitled to attend any part of a general meeting if the members resolve that their presence would unreasonably interfere with the interests of the body corporate or any person's privacy.
- (6) Notice of a general meeting must be delivered to—
 - (a) members at their service addresses in terms of rule 4(5), and
 - (b) other persons at the most recent physical, postal, fax or email address of which they have notified the body corporate in writing.
- (7) A general meeting may be called—
 - (a) on 7 days' notice if the trustees have resolved that short notice is necessary due to the urgency of the matter and set out their reasons for this resolution; provided that the trustees must not take such a resolution in regard to a meeting referred to in rule 29(2) or (4);
 - (b) on less than 14 days' notice, if this is agreed to in writing by all persons entitled to attend.
- (8) Failure to give proper notice of a general meeting to a person entitled to receive notice does not invalidate a vote taken at the meeting, as long as the body corporate made a reasonable attempt to give the notice.
- (9) Voting at a general meeting may proceed despite the lack of notice as required by this rule, if all persons entitled to receive notice in writing waive their right to notice.

16. First general meeting

- (1) The developer must include with the notice of the first general meeting held in terms of section 2(8) of the Act —
 - (a) an agenda in accordance with sub-rule (2);
 - (b) the documents referred to in sub-rule (2); and
 - (c) a comprehensive summary of the rights and obligations of the body corporate under the policies and contracts referred to in sub-rule (2)(d).
- (2) The agenda for the first general meeting of members must include at least the following —
 - (a) a motion to confirm or vary the terms of the policies of insurance effected by the developer or the body corporate;

- (b) a motion to confirm or vary an itemised estimate of the body corporate's anticipated income and expenses for its first financial year;
 - (c) a motion to approve, with or without amendment, the developer's —
 - (i) evidence of revenue and expenditure concerning the management of the scheme from the date of the first occupation of any unit until the date of the establishment of the body corporate, as required in terms of section 2(8)(c)(iii) of the Act; and
 - (ii) financial statements relating to the management and administration of the scheme from the date of establishment of the body corporate to the date of notice of the first general meeting referred to in sub-rule (1);
 - (d) subject to section 15(2) of the Act, a motion to ratify or not to ratify the terms of any contract entered into by the developer on behalf of the body corporate;
 - (e) a motion confirming that the developer has —
 - (i) furnished the meeting with copies of the documents referred to in section 2(8) of the Act and in this rule; and
 - (ii) paid over any residue referred to in section 2(9) of the Act;
 - (f) a motion appointing an auditor to audit the evidence and financial statements referred to in sub-rule (2)(c);
 - (g) motions determining the number of trustees and electing trustees;
 - (h) a motion detailing any restrictions to be imposed or directions to be given in terms of section 7(1) of the Act or confirming that there are no such restrictions or directions.
- (3) For the purposes of voting on the items of business referred to in sub-rule (2)(c), (d) and (e), any vote held or controlled by the developer is suspended.
- (4) In addition to the documents referred to in section 2(8) of the Act, the developer must at or before the first general meeting furnish the body corporate with copies of —
- (a) all building plans approved by the local municipality;
 - (b) any encroachment permit or other document issued by the local municipality in regard to the improvements in the scheme;
 - (c) plans showing the location of all pipes, wires, cables and ducts referred to in section (3)(1)(r) of the Act;
 - (d) names and addresses of all contractors, subcontractors and any other persons whom the developer has employed to render services or supply materials relating to the development of the scheme;
 - (e) all warranties, manuals, schematic drawings, operating instructions, service guides, documentation from manufacturers and other similar information in respect of the construction, installation, operation, maintenance, repair and servicing of any common property or body corporate assets, occupation certificate, including any guarantee or warranty provided to the developer by a person referred to in sub-rule (4) (d); and
 - (f) all records the body corporate is required to prepare or retain in terms of rule 27.
- (5) If the developer fails to provide the body corporate with any document referred to in section 2(8) of the Act or in this rule, the body corporate must do all things reasonably necessary to obtain or have the specific document prepared and may recover the reasonable costs incurred in doing so from the developer.
- (6) If the developer fails to call the first general meeting in compliance with the requirements of section 2(8) of the Act, any member or the body corporate may do so and the body corporate must recover from the developer all costs reasonably incurred in ensuring compliance with the developer's obligations.

17. Annual and special general meetings

- (1) Subject to sub-rule (2), the body corporate must hold an annual general meeting within four months of the end of each financial year.
- (2) The body corporate is not obliged to hold an annual general meeting if, before or within one month of the end of a financial year, all members in writing waive the right to the meeting and consent in writing to motions that deal with all the items of business that must be transacted at the annual general meeting; provided that if two or more persons are jointly entitled to exercise a vote, all of them must waive the right to the meeting and consent to the resolutions in writing.

- (3) All general meetings other than the annual general meeting are special general meetings.
- (4) The trustees may by resolution call a general meeting whenever they think fit and must do so if either—
- (a) members entitled to 25 per cent of the total quotas of all sections; or
 - (b) the holder of mortgage bonds over not less than 25 per cent in number of all the primary sections,
- deliver to the body corporate a written and signed request for a special general meeting; provided that if the trustees fail to call a meeting thus requested within 14 days of delivery of the request, the members or bondholder concerned are entitled to call the meeting.
- (5) Members or a bondholder who request a meeting in terms of sub-rule (4) must include one or more motions or matters for discussion with their request and these motions or matters must be included, without amendment, in the agenda for the meeting.
- (6) The order of business at general meetings is as follows:
- (a) confirm proxies, nominees and other persons representing members and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of the meeting or waivers of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the previous general meeting, if any;
 - (g) deal with unfinished business, if any;
 - (h) deal with any business referred to in sub-rule (5);
 - (i) if the meeting is the first general meeting referred to in section 2(8) of the Act, deal with the business set out in rule 16(2);
 - (j) if the meeting is an annual general meeting —
 - (i) receive reports of the activities and decisions of trustees since the previous general meeting, including reports of committees;
 - (ii) approve the schedules of insurance replacement values referred to in rule 23(3), with or without amendment;
 - (iii) determine the extent of the insurance cover by the body corporate in terms of rules 23(6), (7) and (8);
 - (iv) approve the budgets for the administrative and reserve funds for the next financial year;
 - (v) consider the annual financial statements;
 - (vi) appoint an auditor to audit the annual financial statements, unless all the sections in the scheme are registered in the name of one person;
 - (vii) if the body corporate has more than four members who are owners of primary sections and is not managed by an executive managing agent in terms of rule 28, determine the number of trustees to be elected to serve during the next financial year; and
 - (viii) elect the trustees;
 - (k) report on the lodgement of any amendments to the scheme's rules adopted by the body corporate under section 10 of the Act and, if applicable, table a consolidated set of scheme rules;
 - (l) deal with any new or further business;
 - (m) give directions or impose restrictions referred to in section 7(1) of the Act; and
 - (n) dissolve the meeting.
- (7) Subject to sub-rules (5) and (6), the trustees determine the agenda for an annual or special general meeting; provided that the agenda must contain—
- (a) a description of the general nature of all business, and
 - (b) a description of the matters that will be voted on at the meeting, including the proposed wording of any special or unanimous resolution.
- (8) If any of the items of business that require member approval are not approved at an annual general meeting or any adjournment of the meeting; the resolution not to approve the relevant document must include the reasons for non-approval and the body corporate must have the document revised and submitted to another general meeting for approval as soon as reasonably possible, until it is approved.

- (9) The body corporate does not have to hold a special general meeting to consider a resolution if all members waive the right to the meeting and consent to the resolution in writing; provided that if two or more persons are jointly entitled to exercise a vote, all of them must waive the right to the meeting and consent to the resolution in writing.
- (10) A body corporate may make arrangements for attendance at an annual or special general meeting by telephone or any other method, if the method—
 - (a) is accessible to all members and other persons entitled to attend the meeting;
 - (b) permits all persons participating in the meeting to communicate with each other during the meeting; and
 - (c) permits the chairperson to confirm, with reasonable certainty, the identity of the participants.
- (11) A person who attends a meeting as provided under sub-rule (10) is considered present in person at the meeting.

18. Chairperson

- (1) The chairperson of the trustees must preside as chairperson at every general meeting of the body corporate, unless otherwise resolved by members at the meeting.
- (2) If there is no chairperson or the chairperson of the trustees is not present within 15 minutes after the time appointed for the meeting, or is unwilling or unable to act as chairperson, the members present must elect a chairperson for such meeting.
- (3) A chairperson must—
 - (a) maintain order, regulate the orderly expression of views and guide the members and other participants through the business of the meeting in accordance with the common law of meetings;
 - (b) ensure that all motions and amendments proposed are within the scope of the notice and powers of the meeting;
 - (c) ensure that the scheme's rules, the minute books and any other documents relevant to the items of business on the agenda are available at the meeting;
 - (d) act fairly, impartially and courteously to all members and others entitled to attend the meeting;
 - (e) ensure that all members and other persons entitled to speak are able to express their views without unnecessary disturbance or interruption;
 - (f) adjourn the meeting, when it is not able to complete or continue with its business;
 - (g) make decisions on points of procedure;
 - (h) settle disputes by giving rulings on points of order; and
 - (i) surrender the chair to a temporary chairperson elected by the members for any period during which the chairperson wishes to engage in the debate of any item of business.
- (4) A chairperson at a general meeting must not—
 - (a) from the chair, attempt to influence members' views on any item of business; or
 - (b) disclose in advance of a vote how the chairperson intends to vote on any item of business.

19. Quorum

- (1) Business must not be transacted at any general meeting unless a quorum is present or represented.
- (2) A quorum for a general meeting is constituted—
 - (a) for a scheme with less than 4 primary sections or a body corporate with less than four members, by members entitled to vote and holding two thirds of the total votes of members in value;
 - (b) for any other scheme, by members entitled to vote and holding one third of the total votes of members in value, provided that at least two persons must be present unless all the sections in the scheme are registered in the name of one person, and provided further that in calculating the value of votes required to constitute a quorum, the value of votes of the developer must not be taken into account.

- (3) For the purpose of establishing a quorum and for the purposes of section 6 of the Act, the value of votes of any sections registered in the name of the body corporate must not be taken into account and the body corporate must not be considered to be a member.
- (4) If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time; provided that if on the day to which the meeting is adjourned a quorum as described in sub-rule (2) is not present within 30 minutes from the time appointed for the meeting, the members entitled to vote and present in person or by proxy constitute a quorum.

20. Voting and representatives

- (1) A motion at a general meeting —
 - (a) does not need to be seconded; and
 - (b) except for a special or unanimous resolution, must be adopted by resolution of the majority of the votes, calculated in value, of the members present and voting.
- (2) Except for special and unanimous resolutions, a member is not entitled to vote if—
 - (a) a member fails or refuses to pay the body corporate any amount due by that member after a court or adjudicator has given a judgment or order for payment of that amount; or
 - (b) that member persists in the breach of any of the conduct rules of the scheme referred to in section 10(2)(b) of the Act after a court or an adjudicator has ordered that member to refrain from breaching such rule.
- (3) For the purposes of any vote, the values of votes of any sections registered in the name of the body corporate are considered abstentions.
- (4) Where a member is as such a trustee for a beneficiary, that member exercises voting rights to the exclusion of persons beneficially interested in the trust and such persons are not entitled to vote.
- (5) A member's appointment of a proxy in terms of section 6(5) of the Act and the proxy's acceptance of the mandate must, except in the case of an appointment in a mortgage bond, be substantially in the prescribed form and must be—
 - (a) delivered to the body corporate 48 hours before the time of the meeting; or
 - (b) handed to the chairperson before or at the start of the meeting.
- (6) A proxy need not be a member, but must not be the managing agent or an employee of the managing agent or the body corporate.
- (7) When two or more persons are entitled to exercise one vote jointly, that vote may be exercised only by one person, who may or may not be one of them, jointly appointed by them as their proxy.
- (8) The outcome of each vote, including the number of votes for and against the resolution, must be announced by the chairperson and recorded in the minutes of the meeting.
- (9) If a special resolution is passed at a general meeting by members holding less than 50 per cent of the total value of all members' votes—
 - (a) the body corporate must not take any action to implement that resolution for one week after the meeting, unless the trustees resolve that there are reasonable grounds to believe that immediate action is necessary to ensure safety or prevent significant loss or damage to the scheme; and
 - (b) within seven days from a resolution referred to in sub-rule 9(a), members holding at least 25 per cent of the total votes of all members in value may, by written and signed request delivered to the body corporate, require that the body corporate hold a special general meeting to reconsider the resolution.
- (10) If a demand referred to in sub-rule (9)(b) is delivered to the body corporate, the trustees must not implement the resolution unless—
 - (a) it is again passed by special resolution; or
 - (b) a quorum is not present within 30 minutes of the time set for the meeting.

PART 5 FINANCIAL MANAGEMENT

21. Financial year, functions and powers

- (1) The financial year of a body corporate established after the Act comes into operation must run from the first day of October of each year to the last day of September of the following year unless otherwise resolved by the body corporate in general meeting.
- (2) The body corporate must not—
 - (a) make loans from body corporate funds without the authority of a unanimous resolution;
 - (b) refund to any member a contribution lawfully levied and paid;
 - (c) distribute to a member or any other person any portion of the body corporate's profits or gains except—
 - (i) upon destruction or deemed destruction of the buildings, or
 - (ii) where such profit or gain is of a capital nature.
- (3) The body corporate may, on the authority of a written trustee resolution—
 - (a) levy members with a special contribution if additional income is required to meet a necessary expense that cannot reasonably be delayed until provided for in the budget for the next financial year;
 - (b) increase the contributions due by the members by a maximum of 10 per cent at the end of a financial year to take account of the anticipated increased liabilities of the body corporate, which increase will remain effective until members receive notice of the contributions due by them for the next financial year; provided that the trustees must give members notice of such increased contributions by notice in terms of rule 25, with such changes as are required by the context;
 - (c) charge interest on any overdue amount payable by an member to the body corporate; provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act (2005) Act No 34 of 2005 , compounded monthly in arrear;
 - (d) invest any moneys in the reserve fund referred to in sections 3(1)(b) of the Act in a secure investment with any institution referred to in the definition of "financial institution" in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990);
 - (e) enter into written and signed contracts in respect of its powers and duties under the Act and these rules;
 - (f) join organisations and subscribe to services to further its purposes under the Act and these rules;
 - (g) delegate to one or more of the trustees, to a member, agent or an employee such of their powers and duties as they deem fit, and at any time to revoke such delegation; provided that when they delegate any power or duty they must specify in writing—
 - (i) the power or duty concerned;
 - (ii) a maximum amount of the body corporate's funds that may be spent for a particular purpose; and
 - (iii) any conditions that may be applicable; and
 - (h) approach the Community Scheme Ombud Service for relief.
- (4) The body corporate must ensure that all money received by the body corporate is deposited to the credit of an interest-bearing bank account—
 - (a) in the name of the body corporate; or
 - (b) that is a trust account opened in terms of either the Estate Agency Affairs Act, 1976 (Act No. 112 of 1976), or the Attorneys Act, 1979 (Act No. 53 of 1979).

22. Maintenance, repair and replacement plan

- (1) A body corporate or trustees must prepare a written maintenance, repair and replacement plan for the common property, setting out—
 - (a) the major capital items expected to require maintenance, repair and replacement within the next 10 years;
 - (b) the present condition or state of repair of those items;
 - (c) the time when those items or components of those items will need to be maintained, repaired or replaced;
 - (d) the estimated cost of the maintenance, repair and replacement of those items or components;

- (e) the expected life of those items or components once maintained, repaired or replaced; and
 - (f) any other information the body corporate considers relevant.
- (2) The annual contribution to the reserve fund for the maintenance, repair or replacement of each of the major capital items must be determined according to the following formula: [(estimated cost minus past contribution) divided by expected life].
 - (3) A maintenance, repair and replacement plan takes effect on its approval by the members in general meeting; provided that on approval of such a plan, members may lay down conditions for the payment of money from the reserve fund.
 - (4) The trustees must report the extent to which the approved maintenance, repair and replacement plan has been implemented to each annual general meeting.

23. Insurance

- (1) The insurance policies of the body corporate in terms of sections 3(1)(h) and (i) of the Act —
 - (a) must provide cover against —
 - (i) risks referred to in regulation 3;
 - (ii) risks that members resolve must be covered by insurance; and
 - (iii) risks that holders of registered first mortgage bonds over not less than 25 per cent in number of the primary sections by written notice to the body corporate may require to be covered by insurance;
 - (b) must specify a replacement value for each unit and exclusive use area, excluding the member's interest in the land included in the scheme; provided that any member may at any time by written notice to the body corporate require that the replacement value specified for that member's unit or exclusive use area be increased;
 - (c) must restrict the application of any "average" clause to individual units and exclusive use areas, so that no such clause applies to the buildings as a whole;
 - (d) must include a clause in terms of which the policy is valid and enforceable by any holder of a registered mortgage bond over a section or exclusive use area against the insurer notwithstanding any circumstances whatsoever which would otherwise entitle the insurer to refuse to make payment of the amount insured, unless and until the insurer terminates the insurance on at least 30 days' notice to the bondholder; and
 - (e) may include provision for "excess" amounts.
- (2) A member is responsible —
 - (a) for payment of any additional premium payable on account of an increase in the replacement value referred to in sub-rule (1)(b);
 - (b) for any excess amount that relates to damage to any part of the buildings that member is obliged to repair and maintain in terms of the Act or these rules, and must furnish the body corporate with written proof from the insurer of payment of that amount within seven days of written request.
- (3) A body corporate must obtain a replacement valuation of all buildings and improvements that it must insure at least every three years and present such replacement valuation to the annual general meeting.
- (4) A body corporate must prepare for each annual general meeting schedules showing estimates of —
 - (a) the replacement value of the buildings and all improvements to the common property; and
 - (b) the replacement value of each unit, excluding the member's interest in the land included in the scheme, the total of such values of all units being equal to the value referred to in sub-rule 4(a).
- (5) On written request by any registered bondholder and the furnishing of satisfactory proof, the body corporate must record the cession to that bondholder of that member's interest in any of the proceeds of the insurance policies of the body corporate.
- (6) A body corporate must take out public liability insurance to cover the risk of any liability it may incur to pay compensation in respect of—

- (a) any bodily injury to or death or illness of a person on or in connection with the common property; and
 - (b) any damage to or loss of property that is sustained as a result of an occurrence or happening in connection with the common property,
- for an amount determined by members in general meeting, but not less than 10 million rand or any such higher amount as may be prescribed by the Minister in any one claim and in total for any one period of insurance.
- (7) A body corporate must take out insurance for an amount determined by members in general meeting to cover the risk of loss of funds belonging to the body corporate or for which it is responsible, sustained as a result of any act of fraud or dishonesty committed by a trustee, managing agent, employee or other agent of the body corporate.
 - (8) A body corporate, authorised by a special resolution of members, may insure any additional insurable interest the body corporate has —
 - (a) in the land and buildings included in the scheme; and
 - (b) relating to the performance of its functions,
 for an amount determined in that resolution.

24. Administrative and reserve funds

- (1) The administrative fund referred to in section 3(1)(a) of the Act must be used to fund the operating expenses of the body corporate for a particular financial year.
- (2) The reserve fund maintained in terms of section 3(1)(b) of the Act must be used for the implementation of the maintenance, repair and replacement plan of the body corporate referred to in rule 22.
- (3) The following amounts must be paid into the reserve fund —
 - (a) any part of the annual levies designated as being for the purpose of reserves or the maintenance, repair and replacement plan;
 - (b) any amounts received under an insurance policy in respect of damage or destruction of property for which the body corporate is responsible;
 - (c) any interest earned on the investment of the money in the reserve fund;
 - (d) any other amounts determined by the body corporate,
 and all other body corporate income must be paid into the administrative fund.
- (4) Money may be paid out of the administrative fund in accordance with trustee resolutions and the approved budget for the administrative fund.
- (5) Money may be paid out of the reserve fund —
 - (a) at any time in accordance with trustee resolutions and the approved maintenance, repair and replacement plan; or
 - (b) if the trustees resolve that such a payment is necessary for the purpose of an urgent maintenance, repair or replacement expense, which purpose includes, without limitation —
 - (i) to comply with an order of a court or an adjudicator;
 - (ii) to repair, maintain or replace any property for which the body corporate is responsible where there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage to persons or property;
 - (iii) to repair any property for which the body corporate is responsible where the need for the repairs could not have been reasonably foreseen in preparing the maintenance, repair and replacement plan; or
 - (iv) to enable the body corporate to obtain adequate insurance for property that the body corporate is required to insure;
 provided that the trustees must report to the members on any such expenditure as soon as possible after it is made.
- (6) Expenditure under sub-rule (5)(b) —
 - (a) must not exceed—
 - (i) the amount necessary for the purpose for which it is expended; or
 - (ii) any limitation imposed by the body corporate on expenditure; and
 - (b) must comply with any restrictions imposed or directions given by members.

25. Contributions and charges

- (1) The body corporate must, as soon as possible but not later than 14 days after the approval of the budgets referred to in rule 17(6)(j)(iv) by a general meeting, give each member written notice of the contributions and charges due and payable by that member to the body corporate, which notice must—
 - (a) state that the member has an obligation to pay the specified contributions and charges; and
 - (b) specify the due date for each payment; and
 - (c) if applicable, state that interest at a rate specified in the notice will be payable on any overdue contributions and charges; and
 - (d) include details of the dispute resolution process that applies in respect of disputed contributions and charges.
- (2) If money owing is not paid on the dates specified in the notice referred to in sub-rule (1), the body corporate must send a final notice to the member, which notice must state—
 - (a) that the member has an obligation to pay the overdue contributions and charges and any applicable interest immediately; and
 - (b) if applicable—
 - (i) the interest that is payable in respect of the overdue contributions and charges at the date of the final notice; and
 - (ii) the amount of interest that will accrue daily until the payment of the overdue contributions and charges; and
 - (c) that the body corporate intends to take action to recover the amount due if the overdue contributions and charges and interest owing are not paid within 14 days after the date the final notice is given.
- (3) Subject to rules 21(3) (a) and (b), after the expiry of a financial year and until they become liable for contributions in respect of the next financial year, members are liable for contributions in the same amounts and payable in the same instalments as were due and payable by them during the past financial year.
- (4) A member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of arrear contributions or any other arrear amounts due and owing by such member to the body corporate, or in enforcing compliance with these rules, the conduct rules or the Act.
- (5) The body corporate must not debit a member's account with any amount that is not a contribution or a charge levied in terms of the Act or these rules without the member's consent or the authority of a judgment or order by a judge, adjudicator or arbitrator.
- (6) The body corporate must in its annual financial statements account for all contributions and any other charges debited to members' accounts.
- (7) On request in writing by a member the body corporate must make available a full and detailed account of all amounts debited and credited to the member's account with the body corporate.
- (8) The liability of owners to make contributions, and the proportions in which the owners must make contributions for the purposes of section 3(1)(a) and (b) of the Act to the administrative fund and reserve fund of the body corporate, or may in terms of section 15(1) of the Act be held liable for the payment of a judgment debt of the body corporate, shall with effect from the date upon which this rule comes into operation, be borne by the owners in accordance with the participation quotas attaching to their respective sections, provided that the participation quotas of Section Nos. 205 and 206 shall be excluded and provided further that the contributions of the owners of the sections comprising the Apartments, being Section Nos. 143 to 190, shall be adjusted with the estimated amounts required by the body corporate for the repair and maintenance of the patios and balconies of the Apartments, which are registered as part of such sections.

26. Financial records, budgets, reports and audit

- (1) A body corporate must—
 - (a) keep proper books of accounts that—
 - (i) record all its income, expenditure, assets and liabilities;

- (ii) disclose all amounts recovered from members by the body corporate or any managing agent or other service provider acting on its behalf;
 - (iii) include individual accounts for each member; and
 - (iv) contain all other information necessary to allow members to assess the body corporate's financial situation and their financial situation in regard to the body corporate.
- (b) keep separate books of account and bank accounts for its administrative and reserve funds referred to in sections 3(1)(a) and (b) of the Act;
 - (c) prepare annual financial statements for presentation at the annual general meeting, which statements must include analyses of the —
 - (i) amounts due to the body corporate in respect of contributions, special contributions and other charges, classified by member and the periods for which such amounts were owed;
 - (ii) amounts due by the body corporate to its creditors generally and prominently disclosing amounts due to any public authority, local municipality or other entity for services including, without limitation, water, electricity, gas, sewerage and refuse removal, classified by creditor and the periods for which such amounts were owed;
 - (iii) amounts advanced to the body corporate by way of levy finance, a loan, in terms of a guarantee insurance policy or otherwise, setting out the actual or contingent liability of the body corporate and the amounts paid by the body corporate and by any member in terms of such arrangement;
 - (iv) amounts in the reserve fund showing the amount available for maintenance, repair and replacement of each major capital item as a percentage of the accrued estimated cost and the rand value of any shortfall;
 - (v) premiums and other amounts paid and payments received by the body corporate and any member in terms of the insurance policies of the body corporate and the expiry date of each policy; and
 - (vi) amounts due and payable to the Community Schemes Ombud Service.
 - (d) prepare a maintenance, repair and replacement plan in accordance with rule 22 for presentation at the annual general meeting;
 - (e) prepare budgets for the administrative and reserve funds comprising itemised estimates of the anticipated income and expenses during the next financial year for presentation at the annual general meeting; provided that such budgets may include discounts not exceeding 10 per cent of a members' annual contributions applicable if all those contributions are paid on or before the due dates;
 - (f) prepare a report adopted by the trustees reviewing the affairs of the body corporate during the financial year for presentation at the annual general meeting.
- (2) On the application of any member, registered bondholder or of the managing agent, the body corporate must make all or any of the books of account and records available for inspection and copying.
 - (3) The body corporate must ensure that all the body corporate's books of account and financial records are retained for a period of six years after completion of the transactions, acts or operations to which they relate.
 - (4) Unless all the sections in the scheme are registered in the name of one person, the body corporate must present audited financial statements to a general meeting for consideration within four months after the end of the financial year.
 - (5) The audit of a body corporate's annual financial statements—
 - (a) must be carried out by an independent auditor who has not participated in the preparation of the annual financial statements or advised on any aspect of the accounts of the body corporate during the period being reported on;
 - (b) need not be carried out in accordance with any recognized financial; reporting framework of guidelines for financial accounting;
 - (c) must include opinions as to whether or not—
 - (i) the annual financial statements accurately reflect the financial position of the body corporate for the financial year under review, with such qualifications and reservations as the auditor considers necessary;

- (ii) the body corporate has complied with the accounting requirements set out in rules 21, 24 and this rule 26, with a specific description of any failure to comply with such requirements;
 - (iii) the books of account of the body corporate have been kept and its funds have been managed so as to provide a reasonable level of protection against theft or fraud; and
 - (iv) the financial affairs of the body corporate appear to be effectively managed;
- (d) must be completed within four months of the end of the body corporate's financial year.

PART 6 ADMINISTRATIVE MANAGEMENT

27. Governance documents and records

- (1) The body corporate must—
- (a) lodge a notification of an amendment to the scheme's rules referred to in section 10(5) of the Act as soon as reasonably possible, but not later than 10 days after the date of the relevant resolution of the body corporate; and
 - (b) compile and keep a complete set of all management and conduct rules including—
 - (i) an index; and
 - (ii) a prominent reference to any rules that confer exclusive use rights, vary the effects of the participation quotas in regard to the value of votes or the liability for contributions, or impose either a financial or a maintenance obligation on members;
 - (c) prepare a consolidated set of rules whenever they are amended.
- (2) The body corporate must prepare and update the following records —
- (a) minutes of general and trustee meetings, including the following information—
 - (i) the date, time and place of the meeting;
 - (ii) the names and role of the persons present, including details of the authorisation of proxies or other representative;
 - (iii) the text of all resolutions; and
 - (iv) the results of the voting on all motions;
 - (b) lists of trustees, members and tenants with their—
 - (i) full names;
 - (ii) identity numbers or, in the case of non-South African citizens, their passport numbers; and
 - (iii) section addresses and mailing addresses, if different;
 - (iv) telephone numbers; and
 - (v) email or other electronic addresses, if any;
 - (c) lists of—
 - (i) sections shown on the sectional plan, indicating in each case whether it is a primary or a utility section, its participation quota and the name of the member in whose name it is registered;
 - (ii) exclusive use areas with descriptions of purposes and numbers, if any, indicating whether the rights to each area are conferred in terms of section 27 of the Sectional Titles Act or in terms of a rule, and a reference to the relevant rule where applicable; and
 - (iii) registered bondholders with their names and addresses;
 - (d) details of all future development rights including —
 - (i) names and addresses of all registered holders of such rights; and
 - (ii) copies of all documentation prepared in terms of section 25(2) of the Sectional Titles Act for any such right; and
 - (e) any other records required by the regulations.
- (3) The body corporate may obtain and keep copies of all of the following:
- (a) The registered sectional plan and any registered amending sectional plan;
 - (b) the Act and the regulations;

- (c) resolutions that deal with changes to the common property, including the conferring of exclusive use rights on members;
 - (d) consents and approvals given by the body corporate to members;
 - (e) waivers and consents given by members;
 - (f) written contracts to which the body corporate is a party;
 - (g) any decision of an adjudicator, arbitrator, magistrate or judge in a proceeding in which the body corporate is a party, and any legal opinions obtained by the body corporate;
 - (h) the budget and financial statement for the current year and previous years;
 - (i) income tax returns;
 - (j) insurance policies, endorsement and claim forms;
 - (k) correspondence sent or received by the body corporate and trustees; and
 - (l) any other records required by the regulations.
- (4) On receiving a written request, the body corporate must make the records and documents referred to in this rule available for inspection by, and provide copies of them to —
- (a) a member;
 - (b) a registered bondholder; or
 - (c) a person authorised in writing by a member or registered bondholder.
- (5) The body corporate must comply with a request for inspection or copying under this rule within 10 days unless the request is in respect of the rules, in which case the body corporate must comply with the request within five days.
- (6) The body corporate may charge a fee for a copy of a record or document other than the rules, provided that the fee is not more than the reasonable cost associated with the process of making the copy, and the body corporate may refuse to supply the copy until the fee is paid.
- (7) If the body corporate terminates its contract with an employee or a managing agent, that person must within 10 days deliver to the body corporate all records referred to in this rule that are in the person's possession or under the person's control.
- (8) The records referred to in this rule must be in writing or in a form that can be easily converted to writing.

28. Executive Managing Agent and Managing Agents

- (1) The body corporate may, by special resolution, appoint an executive managing agent to perform the functions and exercise the powers that would otherwise be performed and exercised by the trustees.
- (2) Members entitled to 25 per cent of the total quotas of all sections may apply to the Community Scheme Ombud Service for the appointment of an executive managing agent.
- (3) An executive managing agent —
- (a) is subject to all the duties and obligations of a trustee under the Act and the rules of the scheme;
 - (b) is obliged to manage the scheme with the required professional level of skill and care;
 - (c) is liable for any loss suffered by the body corporate as a result of not applying such skill and care;
 - (d) has a fiduciary obligation to every member of the body corporate;
 - (e) must arrange for the inspection of the common property at least every six months; and
 - (f) must report at least every four months to every member of the body corporate on the administration of the scheme.
- (4) The reports of an executive managing agent referred to in sub-rule (3)(f) must include at least the following details —
- (a) proposed repairs to and maintenance of the common property and assets of the body corporate within the next four months;
 - (b) matters the executive managing agent considers relevant to the condition of the common property and the assets of the body corporate;

- (c) the balance of each of the administrative and reserve funds of the body corporate on the date of the report and a reconciliation statement for each fund; and
 - (d) for the period since the appointment of the executive managing agent or from the date of the last report —
 - (i) the expenses of the body corporate, including repair, maintenance and replacement costs; and
 - (ii) a brief description of the date and nature of all decisions made by the executive managing agent.
- (5) The body corporate may, if trustees so resolve, and must if required by —
- (a) a registered mortgagee of 25 per cent in number of the primary sections; or
 - (b) a resolution of members,
- appoint a managing agent to perform specified financial, secretarial, administrative or other management services under the supervision of the trustees.
- (6) A management agreement for any managing agent must comply with the requirements as may be set out in the regulations, .
- (7) A management agreement may not endure for a period longer than three years and may be cancelled, without liability or penalty, despite any provision of the management agreement or other agreement to the contrary —
- (a) by the body corporate on two months' notice, if the cancellation is first approved by a special resolution passed at a general meeting, or
 - (b) by the managing agent on two months' notice.
- (8) The body corporate or trustees may by ordinary resolution cancel the management agreement in accordance with its terms or refuse to renew the management agreement when it expires.

PART 7 PHYSICAL MANAGEMENT

29. Improvements to common property

- (1) The body corporate may on the authority of a unanimous resolution make alterations or improvements to the common property that is not reasonably necessary.
- (2) The body corporate may propose to make alterations or improvements to the common property that are reasonably necessary; provided that no such proposal may be implemented until all members are given at least 30 days written notice with details of —
- (a) the estimated costs associated with the proposed alterations or improvements;
 - (b) details of how the body corporate intends to meet the costs, including details of any special contributions or loans by the body corporate that will be required for this purpose; and
 - (c) a motivation for the proposal including drawings of the proposed alterations or improvements showing their effect and a motivation of the need for them;
- and if during this notice period any member in writing to the body corporate requests a general meeting to discuss the proposal, the proposal must not be implemented unless it is approved, with or without amendment, by a special resolution adopted at a general meeting.
- (3) A body corporate must, if so directed by a resolution of members —
- (a) install and maintain separate meters to measure the supply of electricity, water, gas or the supply of any other service to each member's sections and exclusive use areas and to the common property; and
 - (b) recover from members the cost of such supplies to sections and exclusive use areas based on the metered supply.
- (4) A body corporate may on the authority of a special resolution install separate pre-payment meters on the common property to control the supply of water or electricity to a section or exclusive use area; provided that all members and occupiers of sections must be given at least 60 days' notice of the proposed resolution with details of all costs associated with the installation of the pre-payment system and its estimated effect on the cost of the services over the next three years.
- (5) If a pre-payment system referred to in sub-rule (4) is installed —
- (a) the body corporate is responsible to ensure that the system does not infringe on the constitutional rights of section occupiers to access basic services; and

- (b) any member who leases a unit to a tenant is responsible to ensure that the system does not infringe the rights of the tenant in terms of the Rental Housing Act, 1999 (Act No. 50 of 1999), or any other law.

30. Use of sections and common property

The body corporate must take all reasonable steps to ensure that a member or any other occupier of a section or exclusive use area does not—

- (a) use the common property so as to unreasonably interfere with other persons lawfully on the premises, in breach of section 13(1)(d) of the Act;
- (b) use a section or exclusive use area so as to cause a nuisance, in breach of section 13(1)(e) of the Act;
- (c) contravene the provisions of any —
 - (i) law or by-law relating to the use of a section or an exclusive use area; or
 - (ii) conditions of a license relating to use of the building or the common property, or the carrying on of a business in the building; or
 - (iii) conditions of title applicable to sections or exclusive use areas;
- (d) make alterations to a section or an exclusive use area that are likely to impair the stability of the building or interfere with the use and enjoyment of other sections, the common property or any exclusive use area;
- (e) do anything to a section or exclusive use area that has a material negative affect on the value or utility of any other section or exclusive use area;
- (f) subject to the provisions of section 13(1)(g) of the Act, use a section or exclusive use area for a purpose other than for its intended use as —
 - (i) shown expressly or by implication on a registered sectional plan or an approved building plan;
 - (ii) can reasonably be inferred from the provisions of the applicable town planning by-laws or the rules of the body corporate; or
 - (iii) is obvious from its construction, layout and available amenities;
- (g) construct or place any structure or building improvement on an exclusive use area which in practice constitutes a section or an extension of the boundaries or floor area of a section without complying with the requirements of the Act and the Sectional Titles Act; provided that the body corporate may by ordinary resolution—
 - (i) give consent for such a structure or building improvement, if they are satisfied that it does not require compliance with such requirements;
 - (ii) prescribe any reasonable condition in regard to the use or appearance of the structure or building improvement; and
 - (iii) withdraw any consent if the member or other occupier of a section breaches any such condition.

31. Obligation to maintain

- (1) Notwithstanding that a water-heating installation forms part of the common property and is insured by the body corporate, a member must maintain, repair and, when necessary, replace such an installation which serves that member's section or exclusive use area; provided that where such an installation serves sections owned or exclusive use areas held by more than one member, the members concerned must share the maintenance, repair and replacement costs on a pro-rata basis.

- (2) If despite written demand by the body corporate, a member refuses or fails to —
 - (a) carry out work in respect of that member's section ordered by a competent authority as required by section 13(1)(b) of the Act; or
 - (b) repair or maintain a section owned by that member in a state of good repair as required by section 13(1)(c) of the Act;

and that failure threatens the stability of the common property, the safety of the building or otherwise materially prejudices the interests of the body corporate, its members or the occupiers of sections generally, the body corporate must remedy the member's failure and recover the reasonable cost of doing so from that member; provided that in the case of an emergency, no demand or notice need be given to the member concerned.

PART 8 GENERAL

32. Interpretation

- (1) In the interpretation of these rules and unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

Alienate	to divest of ownership of any unit, or share or part thereof, by way of sale, exchange, donation, deed, intestate succession, will, cession, assignment, court order, insolvency, liquidation, prescription or expropriation, irrespective of whether such alienation is subject to a suspensive or resolution condition, and 'Alienation' shall have a corresponding meaning, provided that the granting or registration of a right of occupation (life right), <i>usus</i> , <i>usufruct</i> , <i>habitatio</i> or long term lease agreement in respect of a unit shall be regarded as an Alienation and provided further that it shall be deemed to be an Alienation when a company, close corporation or trust that owns an unit nominates a new Nominated Occupant(s) and 'Deemed Alienation' shall have a corresponding meaning.
Apartment	a unit in an apartment block consisting of individual apartments and comprising at least a ground floor and first floor.
Capital Contribution Levy	the levy payable by a Member (Transferor) to the body corporate in terms of rule 36 upon the Alienation or Deemed Alienation of a unit.
Fair Market Value	the amount at which a willing seller would sell and a willing buyer would buy the unit and which amount shall be prima facie established and determined by the body corporate, and in determining the amount the body corporate may in its sole discretion accept the selling/purchase price (if any) as the fair market value or rely upon the valuation/s of a third party or parties whether such party/ies is/are a sworn appraiser/s or not.
Health Care	Section no. 205 and section no. 206 in the scheme.
Nominated Occupant(s)	the occupant(s) of a section nominated in writing by the registered owner of the unit and approved in writing by the trustees, being the only person(s) allowed to occupy the section, subject to the provisions of these rules.
Retired Person	a person who is fifty (50) years of age or older.
Retired Persons Act	the Housing Development Schemes for Retired Persons Act, No. 65 of 1988, as amended from time to time and any regulations made and in force thereunder.
Spouse	the spouse, common law wife, common law husband or lifelong companion of the owner or Nominated Occupant of the unit.

Transferee	the person or juristic person to whom a unit is Alienated and transferred.
Transferor	the registered owner or the executor of his estate or any other person or juristic person alienating and transferring a unit.

33. Levy Applicable to Apartments and Health Care

- (1) The contribution payable to the Schonenberg Home Owners Association by a member owning an Apartment in the Schonenberg Retirement Village shall be 25% (twenty five per cent) of the total contribution determined by the Schonenberg Home Owners Association from time to time.
- (2) The Owner of Sections of the Scheme comprising the Health Care shall not be liable for the payment of any levies to the Schonenberg Retirement Village Body Corporate, the cost of maintenance, insurance and all related expenses shall be the responsibility of the owner of the specified Unit/s.

34. Restriction on the Alienation and transfer of a unit

- (1) No unit may be Alienated and transferred unless the trustees have granted their consent to such Alienation and transfer. Before granting any such consent, the trustees shall be entitled:
 - (a) to be satisfied as to the suitability of the proposed Transferee or Nominated Occupant(s) in relation to need and compatibility, bearing in mind that the scheme has been established to provide accommodation to Retired Persons;
 - (b) to require that the Nominated Occupant(s) be stipulated and to require such reasonable proof as they may deem fit that the Transferee or Nominated Occupant(s) has/have attained the age of fifty (50) years;
 - (c) a medical certificate from a qualified medical doctor confirming that the proposed Transferee or Nominated Occupant(s) is/are medically fit and self-sufficient to occupy the section and to live independently.
- (2) The trustees may withhold their written consent to the Alienation and transfer if:
 - (a) any levies, the Capital Contribution Levy payable in terms of rule 36 or any other moneys due in respect of such unit remain unpaid, and/or
 - (b) the owner or Nominated Occupant(s) of the unit is substantially in breach of the provisions of the Retired Persons Act, these rules or the conduct rules to an extent which would reasonably justify withholding such consent, and/or
 - (c) the Transferee has not stipulated the Nominated Occupant(s) of the section, and/or
 - (d) the trustees do not approve of the Nominated Occupant(s) of the section as stipulated by the Transferee.

35. Nomination and approval of the Nominated Occupants of a section

- (1) A section shall only be occupied by the Nominated Occupant(s) nominated in writing by the owner or the Transferee of the unit and approved in writing by the trustees, and shall not without the written consent of the trustees be let, as set out in rule 37(4) below, or otherwise occupied by any other person, provided that:
 - (a) It shall be deemed not to be a breach of this rule for the Nominated Occupant(s) of a section to part with occupation, whether on a sub-lease or other basis, during such Nominated Occupant(s)'s temporary absence on holiday or otherwise, provided that the trustees have consented thereto in writing, which consent will not be unreasonably withheld;
 - (b) A Nominated Occupant(s) may temporarily house his or her family members, guests, or visitors in his or her section, subject to the conditions imposed from time to time by the trustees.
- (2) To obtain the approval of the trustees in terms of rule 35(1) above the owner or Transferee shall furnish the trustees with:

- (a) a written nomination of the Nominated Occupant(s) in respect of his or her section;
 - (b) a copy of the identity document(s) or passport(s) of the Nominated Occupation(s) as proof that the Nominated Occupant(s) has/have attained the age of fifty (50) years, and where applicable proof that he/she is the Spouse of the Nominated Occupant (Retired Person);
 - (c) a medical certificate from a qualified medical doctor confirming that the proposed Nominated Occupant(s) is/are medically fit and self-sufficient to occupy the section and to live independently;
 - (d) payment of the Capital Contribution Levy in the case of a Deemed Alienation.
- (3) The trustees may withhold their approval of the Nominated Occupant(s), if:
- (a) they are not satisfied as to the suitability of the Nominated Occupant(s) in relating to need and compatibility, bearing in mind that the scheme has been established to provide accommodation to Retired Persons, and/or
 - (b) the Nominated Occupant(s) has/have not attained the age of fifty (50) years and, where applicable, he or she is not the Spouse of the Nominated Occupant (Retired Person), and/or
 - (c) the Nominated Occupant(s) is/are not medically fit and self-sufficient to occupy the section and to live independently, and/or
 - (d) in the case of a Deemed Alienation, the Capital Contribution Levy has not been paid.

36. Capital Contribution Levy

- (1) Upon the Alienation or Deemed Alienation of a unit in the scheme, the Transferor or the owner of the unit shall pay a Capital Contribution Levy to the body corporate for the credit of the levy stabilisation fund controlled by the body corporate, which levy shall be equal to 5% (five per cent) of the Fair Market Value of the unit at the time of the Alienation or Deemed Alienation, subject to the exemptions specified in rules 36(2) and 36(3) below.
- (2) Where a unit is transferred from the estate of the Transferor or from the joint estate of the Transferor and his or her surviving Spouse, to his or her surviving Spouse, such Alienation shall be exempt from the payment of a Capital Contribution Levy. This rule shall be applicable mutatis mutandis in the event of a Deemed Alienation.
- (3) No Capital Contribution Levy will be payable in respect of the Alienation of a unit from the Developer to the first purchaser or Transferee thereof. No Capital Contribution Levy will be payable in respect of the Alienation of any units or Life Rights or Rights of Occupation as the case may be in Units comprising the Health Care.

37. Age restriction, letting and occupation

- (1) Subject to the provisions of these rules, a section may only be occupied by the Nominated Occupant(s), and the number of occupants shall be restricted to two (2) Nominated Occupants per section, unless the trustees consents in writing to an additional Nominated Occupant. At least one (1) of the Nominated Occupants shall be fifty (50) years or older of age and the other Nominated Occupant must be his or her Spouse who may be younger than fifty (50) years.
- (2) No person other than a Retired Person and his or her Spouse may occupy a section in the scheme.
- (3) No owner or Nominated Occupant(s) of a section shall let or grant a right of occupancy in respect of his or her section, without the written consent of the trustees, who may attach reasonable conditions to their consent.
- (4) To obtain the written consent of the trustees, the owner or Nominated Occupant(s) of the section shall apply to the trustees in writing and shall furnish the trustees with the following information and documentation:
 - (a) a copy of the lease agreement;
 - (b) The particulars and contact details of the intended lessees or occupiers;
 - (c) proof that the intended lessee(s) or occupier(s) has/have attained the age of fifty (50) years and, where applicable is the Spouse of a Retired Person;
 - (d) a medical certificate from a qualified medical doctor confirming that the proposed lessee(s) or occupier(s) is/are medically fit and self-sufficient to occupy the section and to live independently.

THE BODY CORPORATE OF THE
SCHONENBERG RETIREMENT VILLAGE
SECTIONAL TITLE SCHEME

SS No. 658/2008

CONDUCT RULES

in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011

(Act No. 8 of 2011)

(Version 2.1)

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1. Amendment and binding nature

- (1) The body corporate may substitute, amend, repeal, or add to the Conduct Rules subject to and in accordance with the provisions of section 10 of the Act.
- (2) The owner of the section must take all reasonable steps to ensure compliance with these conduct rules by any tenant or other occupant of his section or exclusive use area, including by his invitees or the invitees of the tenant or of the other occupant of his section or exclusive use area.

2. Interpretation

- (1) In the interpretation of these rules, unless the context otherwise indicates:
 - (a) **“Act”** means the Sectional Titles Schemes Management Act, 2011 (Act 8 of 2011) as amended from time to time, and any regulations made and in force thereunder.
 - (b) **“all alterations”** means all minor alterations to the common property or the outside of a building, renovations to sections and structural alterations to sections and/or the common property undertaken by or on behalf of an owner or occupier of a section in terms of these rules.
 - (c) **“body corporate”** means the Body Corporate of the Schonenberg Retirement Village Sectional Title Scheme, SS No. 658/2008.
 - (d) **“building”** means a building in the scheme.
 - (e) **“common property”** means the land included in the scheme and such parts of the building or buildings as are not included in a section.
 - (f) **“contractor”** means any artisan, builder, electrician, plumber or other person appointed by an owner or occupier to perform minor alterations, renovations or structural alterations in terms of these rules, including the workmen, employees, sub-contractors, suppliers and other service providers of the contractor.
 - (g) **“Community Schemes Ombud Service Act”** shall mean the Community Schemes Ombud Service Act, 2011 (Act No. 9 of 2011), as amended from time to time, and any regulations promulgated thereunder and in force.
 - (h) **“Club House”** means the building incorporating the lounge and dining room and associated facilities but excludes the Health Care Centre;
 - (i) **“Health Care Centre”** means the building comprising the health care centre;
 - (j) **“HOA** means the Schonenberg Home Owners’ Association
 - (k) **“Directives”** means any directives issued by the trustees in respect of these rules.
 - (l) **“exclusive use area”** means a part or parts of the common property for the exclusive use by the owner or owners of one of more sections.
 - (m) **“invitees”** means the family members, guests, visitors, carers, employees, workers, agents, contractors, service providers or other invitees of the owner or occupier of a section.
 - (n) **“Managing Agent”** means a Managing Agent or a Manager employed by the Body Corporate
 - (o) **“minor alterations”** means alterations made to or attachments, additions or devices attached to the common property or to the outside of a building undertaken by or on behalf of an owner or occupier of a section in terms of these rules.
 - (p) **“Municipality”** means the Municipality of the City of Cape Town as defined in the City of Cape Town Municipal Planning By-law, 2015 and its successors in title or assigns.
 - (q) **“occupier”** means the tenant or other occupier of a section in the scheme.
 - (r) **“owner”** means the registered owner of a unit in the scheme.
 - (s) **“prescribed complaint form”** means the complaint form contained in annexure 4 to the regulations under the Act, as may be amended from time to time, a copy of which is available from the trustees or the managing agent.
 - (t) **“renovations”** means the refurbishment of the interior of a section, including the replacement, removal or creation of internal fittings such as kitchen- and other cupboards, sanitary ware and floor coverings and the installation or amendment of any gas installation undertaken by or on behalf of an owner or occupier of a section in terms of these rules.

- (u) **“section”** means a section shown as such on the sectional plans of the scheme.
 - (v) **“Sectional Titles Act”** means the Sectional Titles Act, 1986 (Act No. 95 of 1986), as amended from time to time, and any regulations promulgated thereunder and in force.
 - (w) **“structural alteration”** means an alteration which is of a permanent nature and which alters the form, structure or essential framework of a building on the inside and/or on the outside thereof, and the following shall be regarded as a structural alteration:
 - (i) the removal, reconstruction and/or construction of a floor (concrete slab), wall or ceiling of a section or a part of such floor (concrete slab), wall or ceiling, including the drilling into of any concrete slab;
 - (ii) alterations to the pipes, wires, cables and/or ducts in respect of a section and/or the common property;
 - (iii) the removal, reconstruction and/or construction of a building or building improvement in respect of a section and/or the common property;
 - (iv) the extension of the boundaries or floor area of a section;
 - (v) the subdivision of a section, or the consolidation of two or more sections;
 - (vi) the destruction of a section or a part thereof.
 - (x) **“tenant”** means the lessee or tenant renting a section.
 - (y) **“these rules”** means these conduct rules.
 - (z) **“trustees”** means the trustees of the body corporate from time to time.
 - (aa) **“unit”** means a section and an undivided share in common property apportioned to the section in accordance with the participation quota of the section.
 - (bb) **“Village”** means the sectional title scheme and housing development scheme for retired persons known as the Schonenberg Retirement Village Sectional Title Scheme, No. SS 658/2008.
- (2) In the interpretation of these rules:
- (a) any annexures to these rules shall form part of the rules.
 - (b) words and expressions to which a meaning has been assigned in the Act, the management rules and/or these rules shall bear the meaning so assigned to them.
 - (c) words importing—
 - (i) the singular must be interpreted to include the plural, and the plural to include the singular; and
 - (ii) any one gender must be interpreted to include all other genders; and
 - (iii) a reference to natural persons shall also include partnerships, trust and juristic persons and the converse shall also apply.
 - (d) the headings of rules must not be taken into account.
 - (e) when any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
 - (f) if any provision in a definition in these rules is a substantive provision conferring rights or imposing obligations on any of the owners or occupiers then, notwithstanding that it is only in the definition clause of these rules, effect shall be given to it as if it were a substantive provision in the body of these rules.

3. Directives

- (1) The trustees may from time to time issue directives in respect of these rules to disclose information in respect of the interpretation of these rules and the practical application thereof. The directives may contain the application forms prescribed by the trustees in respect of these rules, the reasonable and justifiable conditions imposed by the trustees in terms of these rules, and any other information which the trustees want to disclose to the owners and occupiers with reference to these rules.
- (2) The trustees are not authorised to amend or create new conduct rules through their issuing of directives. A directive may not be in conflict with any management rule or conduct rule.

- (3) The trustees may delegate any power or duty of the trustees in terms of these rules to one or more of the trustees, or to the managing agent or an employee of the body corporate, subject to compliance with the provisions of management rule 21(3)(g).

4. Design guidelines

- (1) The trustees may compile design guidelines for the body corporate to control the design, structure, finishes and appearance of the buildings, building improvements and structures in respect of the scheme and all alterations effected in terms of these conduct rules. The design guidelines may contain specifications and sketch plans or architectural drawings to ensure the uniformity of construction of the buildings, building improvements, structures and other alterations.
- (2) The design guidelines will be incorporated into these conduct rules as an annexure thereto. Owners and occupiers must comply with the provisions of these rules in respect of all alterations effected to their sections and/or the common property in terms of these rules.

5. Written consent of the trustees

- (1) Whenever the written consent of the trustees is required in terms of these rules, application for such consent must be made in writing to the trustees and the applicant must provide all the information and documentation as may be required by the trustees to take an informed decision.
- (2) The written consent of the trustees in terms of these rules or the withdrawal thereof must be in such format as the trustees may from time to time determine. A written consent must be signed by two trustees or by one trustee and the managing agent or by a trustee or the managing agent to whom such power has been assigned in terms of management rule 21(3)(g). The trustees may attach reasonable and justifiable conditions to their consent. If the trustees refuse their consent in terms of these rules, reasons for such refusal must be provided.
- (3) The trustees may withdraw their consent, in the event of non-compliance with any of their conditions, provided that the trustees must exercise their discretion to withdraw their consent reasonably. If the trustees have withdrawn their consent, the trustees must notify the owner or occupier in writing and provide reasons for their decision.
- (4) If the owner or occupier disputes a decision of the trustees in terms of these rules, he must submit a complaint to the body corporate per the prescribed complaint form.

6. Keeping of animals, reptiles or birds

- (1) An owner or occupier shall not, without the trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a section or on the common property, provided that an owner or occupier shall be limited to:
 - (a) one small dog and one cat per section, or
 - (b) two small dogs per section, or
 - (c) two cats per section, or
 - (d) one large dog per section, if exceptional circumstances apply.
- (2) 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 the common property, provided that the owner or occupier must register the dog with the trustees before taking occupation of a section and must provide the trustees with all the supporting information and documentation as required by the trustees.
- (3) The trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a section or on the common property. The conditions imposed by the trustees may be incorporated into their Directives.
- (4) An owner or occupier must comply with the conditions prescribed by the trustees in terms of sub-rule (3) and the following further conditions:
 - (a) No pet may be replaced upon its death, without trustees' written consent in terms of sub-rule (1);
 - (b) All female animals must be spayed and male animals must be neutered;

- (c) Dogs and cats must wear collars and tags with the contact number of the owner of the pet to identify them;
 - (d) Dogs shall only be allowed on the common property if controlled on a leash or harness and provided that persons walking their dogs must be carrying a poop scoop and/or plastic bag in full view;
 - (e) Dog excrement must be removed from the common property and be suitably discarded by the person walking the dog;
 - (f) A cat must in general be contained within the section of the owner or occupier;
 - (g) No pet may be left in a section unattended for an extended time;
 - (h) An owner or occupier must properly care for and control his pet to ensure that the pet does not cause a noise or nuisance to other owners or occupiers of sections;
 - (i) An owner or occupier shall prevent any persistent barking by his dog or howling by his cat;
 - (j) Owners and occupiers must ensure that their animals do not injure or harm any person or animal present on the common property or otherwise damage any property, and in the event of injury or damage, the owner of the pet will be liable for the medical expenses and/or costs incurred or damages suffered.
- (5) The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3), or referred to in sub-rule (4) and require the owner or occupier concerned to remove his pet from the Village within the period specified by the trustees.
- (6) Owners and occupiers may erect fences outside their section to restrain their pets under the following conditions:
- (a) A plan indicating the type, size, pattern and layout of the proposed fence must have been approved by the trustees.
 - (b) Owners and occupiers may be required to remove, or have removed, fences erected if and when pets are no longer owned, or on vacating the section, except as permitted in sub-rule 6(c).
 - (c) The trustees may approve an existing fence being left in place if the new resident has been granted permission to have a pet and if the fence had been erected with the approval of the trustees.
- (7) Invitees are not allowed to bring any animals onto the common property or into a section in the scheme.
- (8) The feeding of wild life or birds on the common property is prohibited.

7. Refuse and waste disposal

- (1) An owner or occupier must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- (2) An owner or occupier must-
- (a) ensure that refuse is securely wrapped in suitable, strong refuse bags and, in the case of tins or other containers, ensure that they are completely drained before being deposited in the refuse area designated by the trustees;
 - (b) for the purpose of having refuse removed, place his refuse bags in the refuse area/s designated by the trustees;
 - (c) ensure that he does not, in disposing of refuse, do something which may adversely affect the health, hygiene or comfort of the owners or occupiers of other sections;
 - (d) support any recycling initiative that may be introduced by the Municipality and/or the trustees, by placing all recyclable refuse in the containers or bags that may be provided for this purpose.
- (3) Refuse bags may be placed or left on the common property adjoining his section, on the designated day of collection. In particular an owner or occupier must not deposit, throw, or permit or allow to be deposited or thrown, on any part of the common property or the outside of a building any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

8. Vehicles

- (1) An owner or occupier must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit an invitee to park or stand a vehicle on any part of the common property other than on a designated parking area or on a parking area allocated for visitors' parking. Use of the visitor's parking areas shall be subject to the further provisions of these rules and the reasonable conditions imposed from time to time by the trustees.
- (2) A consent under sub-rule (1) must state the period for which it is given.
- (3) No caravan, trailer, boat or truck may be parked on a parking area or on a visitor's parking area without the written consent of the trustees.
- (4) No vehicle may be parked in a manner which is likely to hinder the movement of other vehicular traffic.
- (5) The trustees may cause any vehicle, which is parked, standing or abandoned on the common property contrary to these rules or without the written consent of the trustees to be wheel-clamped, and only to be released upon payment of the release fee required by the trustees and/or upon payment of the legal costs and other costs incurred by the body corporate in the process.
- (6) Owners and occupiers must ensure that their vehicles and the vehicles of their visitors or other invitees do not drip or spill fuel, oil or brake fluid on to the common property or on any demarcated parking area or impair or deface the clean appearance of the common property in any other manner.
- (7) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on a parking area or on any portion of the common property, or in a section.
- (8) Severely damaged or neglected vehicles and vehicles that are not in general use or that are not roadworthy may not be or left on a parking area or on any portion of the common property without the written consent of the trustees, and subject to compliance with the conditions imposed by the trustees.
- (9) Garages shall generally only be used for the storage of vehicles, and shall not be used exclusively for the storage of goods. No business may be operated from any garage. Owners and occupiers shall ensure that the doors to their garages are ordinarily kept shut.
- (10) No person may sleep or overnight in a garage or in any vehicle on the common property.
- (11) Owners and occupiers shall not leave obstructions to the vehicular- or pedestrian traffic on the common property. Bicycles, motorcycles, tricycles, roller skates, skateboards and the like may not be left on any part of the common property.
- (12) Roadways may not be used for games of any kind. The use of skateboards, roller skates and the like is not permitted on the roadways.
- (13) No person may drive a vehicle on the common property at an excessive speed or in a manner which is considered to be dangerous, reckless or negligent. All drivers must observe the road signs and keep proper lookout for other vehicles, pedestrians and children. No vehicle may be driven on the common property by any person who does not possess a valid driver's license.
- (14) Vehicles must be driven as quietly as possible on the common property. Hooters or similar audible warning devices (excluding alarms and immobilisers) may not be used on the common property, except in the event of an imminent danger or in an emergency. Vehicle radios or music systems may not be used on the common property so as to be audible outside the vehicle concerned. Alarms and immobilisers may not cause an undue disturbance to owners or occupiers of sections.
- (15) The parking and driving of a vehicle on the common property shall be at the risk and responsibility of the driver of the vehicle and/or the owner of the vehicle. The body corporate, the trustees, employees, agents and contractors of the body corporate shall not be liable for any loss or damage of whatsoever nature that the driver and/or the owner of the vehicle, or any other person, may suffer as a result of a vehicle having been parked or driven on the common property.

9. Minor alterations to the common property or to the outside of a building

- (1) An owner or occupier must not, without the written consent of the trustees, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property or of the outside of the building.
- (2) An owner or occupier may install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, provided the device or screen shall be soundly built and shall be consistent with the design, colour, style and materials which must be first approved in writing by the trustees.
- (3) An owner or occupier shall not construct, attach or fix to or on the common property or any part of the exterior of buildings any alterations, fixtures, improvements or additions, inclusive of but not limited to Wi-Fi aerials, satellite dishes, solar heating systems, air conditioners, heat pumps, chimneys, awnings, water tanks, shade covers, carport covers, braais or similar items without the prior written consent of the Trustees who may attach reasonable conditions to their consents.
- (4)
 - (a) All air conditioning condenser units, heat pumps and pipes must be fully concealed;
 - (b) No air conditioning unit or heat pump may be located in a position where it will cause discomfort to the occupants of an adjoining section; and
 - (c) Air conditioning condenser units and heat pumps may subject to the necessary consent be installed:-
 - (i) In the Court Yard of the Section; or
 - (ii) Along the side wall of the Section at a height of approximately 300 mm above natural ground level and enclosed within an approved wooden structure painted in the same colour as the surface to which it is affixed or
 - (iii) Fixed to the gable wall of the Section above the garage roof in a position that is least visible from the surrounding areas and enclosed within an approved wooden structure painted in the same colour as the surface to which it is affixed.
- (5)
 - (a) Water tanks visible from outside the property shall be concealed or painted the same colour as the main colour of the house.
 - (b) Original downpipes may be closed off, but shall not be removed or altered.
 - (c) Only vertical single freestanding tanks shall be allowed.
 - (d) A maximum of two tanks each with a capacity not exceeding 2500 litres shall be allowed.
 - (e) Only Sand coloured, Beige or Grey coloured tanks not exceeding 1,5 metre in diameter and 2,2 metre in height shall be allowed.
 - (f) No water tanks may be installed on patios.
- (6) The size of a satellite dish shall not exceed 90 cm; be neutral in colour; contain no script on the face of the dish; be positioned as inconspicuously as possible; and shall not protrude above the roof line of the unit.
- (7) A request for the Trustees' consent or approval contemplated in sub-rules (1), (2) or (3) must be made in writing to the Trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours, and location of the installation of the proposed item.
- (8) Any alteration, improvement, fixture or addition made or installed by an Owner in terms of this rule shall be maintained by the relevant Owner in a state of good repair and keep it in a clean and neat condition at his or her own expense. If an Owner fails to maintain such alteration, improvement, fixture or addition and any such failure persists for a period of thirty (30) days after the giving of a written notice to repair or maintain given by the Trustees, the Body Corporate shall be entitled to remedy the failure to do so and recover the cost of doing so from such Owner.
- (9) If an Owner effects any work in contravention of this rule, the Trustees may request the Owner to remove the alteration, improvement, fixture or addition and to restore the common property at his or her own cost. In the event of the Owner failing to remove or cause the removal of such alteration, improvement, fixture or addition for a period of thirty (30) after written notice has been given by the Trustees, the Trustees may effect such removal at the risk and expense of the relevant Owner, who shall have no recourse against the Body Corporate or its Trustees, employees, or contractor for any damage resulting therefrom.

- (10) The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent. The owner must confirm his acceptance of the conditions attached to the consent of the trustees and must undertake to comply with the provisions of the conduct rules of the body corporate.
- (11) An owner must keep all minor alterations attached to the common property or to the outside of the building and which relates specifically to his section or is used in connection with his section in a state of good order and repair.

10. Renovations to sections and maintenance

- (1) An owner shall not proceed with renovations to his section without the prior written consent of the trustees. The owner must submit an application for such consent, with specifications, time frame, a sketch plan of the proposed renovations and such other information and documentation as required by the trustees, to the trustees to obtain written their consent to proceed with the renovations.
- (2) The trustees must convey their written consent to the owner within a reasonable period after receipt of the application. The trustees may attach reasonable conditions to their consent.
- (3) The owner must confirm his acceptance of the conditions attached to the consent of the trustees and must undertake to comply with the provisions of the conduct rules of the body corporate.
- (4) The owner must comply with the applicable regulations when installing or replacing a gas installation in respect of his section.
- (5) An owner must repair and maintain his section (including the pipes, wires, cables and ducts situated in his section and used in connection with the enjoyment of his section) in a state of good repair. An owner must take precautions to prevent blockages and obstructions from occurring in the drainage pipes in respect of his section.

11. Structural alterations to sections or the common property

- (1) An owner shall not construct structural alterations to his section or the common property, without the prior written consent of the trustees and subject to the approval of building plans by the HOA and the Municipality, where applicable.
- (2) To obtain the written consent of the trustees in terms of sub-rule (1), the owner must comply with the following provisions:
 - (a) The owner must apply to the trustees in writing. The application must be accompanied by sufficient architectural drawings or plans and specifications of the proposed structural alterations.
 - (b) Upon receipt of the application, the trustees must consider the application and must advise the owner should they require any further documentation or information. The owner must furnish the trustees with any additional documents and information required by them.
 - (c) The owner must, where applicable, pay reasonable scrutiny fees required by the architect appointed by the trustees to scrutinise the drawings on behalf of the body corporate.
 - (d) The owner must, where applicable, and if required by the trustees furnish the body corporate with a report from a structural engineer.
 - (e) If considered necessary by the trustees, they may consult with, and/or obtain a report from, an architect, engineer, legal advisor or other professional consultant regarding the proposed structural alterations. The costs of the consultations and/or reports may be recovered from the owner, provided that the trustees must first provide the owner with an estimate of the costs.
- (3) The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent. The owner must confirm his acceptance of the conditions attached to the consent of the trustees. The owner must undertake to comply with the provisions of the conduct rules of the body corporate.

- (4) Once the trustees have consented to the structural alterations, the owner must, where applicable, submit the building plans to the HOA and the Municipality for approval. Thereafter the owner must submit a copy of the approved building plans to the trustees.
- (5) If required in terms of the Act or the management rules, the owner must obtain an authorising resolution of the members of the body corporate in respect of the structural alterations. The authorising resolution may be subject to reasonable conditions imposed by the members of the body corporate.
- (6) The owner or his contractors shall in respect of the construction of the structural alterations not deviate from the approved building plans, without the written consent of the trustees and the approval of the HOA and the Municipality.
- (7) Should the scope of any structural alterations materially deviate from any consent granted or approved building plans, the owner shall forthwith notify the trustees and submit a revised application for consideration and building plans by the trustees.
- (8) If required in terms of the Sectional Titles Act, the owner must ensure that the structural alterations are registered in the Deeds Registry. The owner shall provide the trustees with a copy of the registered sectional plans.

12. Provisions applicable to all alterations undertaken in terms of these rules

- (1) The owner or occupier shall in respect of all alterations in terms of these rules comply with the following provisions and also ensure compliance therewith by his contractors:
 - (a) A deposit in the amount as determined by the trustees must be paid to the body corporate before work commences. The deposit shall be retained by the body corporate until completion of construction of the alterations to the satisfaction of the trustees, subject to deductions that may be made for damages, costs, and other charges in terms of these rules.
 - (b) The owner must arrange a date for the commencement of the work with the managing agent and must obtain confirmation from the managing agent that the work may commence. The managing agent must provide the owner with conditions as to the granting of access to contractors and the security measures applicable.
 - (c) The owner must engage suitably qualified or experienced contractors, especially in respect of plumbing-, electrical and waterproofing work, and/or suitably qualified or experienced architects, builders and/or structural engineers in respect of the structural alterations.
 - (d) The owner or his contractors must take out a "Builders All Risk" policy and/or other appropriate insurance for the duration of construction of the alterations.
 - (e) The provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), the National Building Regulations and Building Standards Act, 1977 (Act No. 93 of 1977), any the by-laws of the Municipality and any other applicable legislation or regulations, inclusive of fire prevention, shall be adhered to and the safety of other owners or occupiers and invitees shall not be compromised.
 - (f) The owner must comply with the relevant provisions of the Act, the management rules, and the conduct rules and the conditions imposed by the trustees and/or by the members of the body corporate.
 - (g) Should any work commence before the trustees have granted their consent or prior to approval of the building plans by the HOA and the Municipality where applicable, or should the scope of work be materially changed, the trustees may instruct the owner or his contractors to stop with construction, until permission to continue with construction has been granted by the trustees.
 - (h) The alterations must be completed timeously within the timeframe specified by the trustees, if any. The owner must keep the trustees informed of the progress in construction. The alterations must be completed with the minimum of discomfort, disturbance, obstruction or nuisance to other owners or occupiers.
 - (i) All work must be performed between 08h00 to 17h00 on Mondays to Fridays, but not on Saturdays, Sundays or on public holidays. No work may be performed outside these hours and no contractors are permitted to be present on the common property outside these hours, except in the event of emergency repairs or if specifically authorised by the trustees in writing.

- (j) At least 72 hours' notice must be given to the managing agent, if any particularly noisy work, are to be carried out. No jack-hammer or "kango" hammer or pneumatic drills may be used at any time or for any purpose.
 - (k) At least 72 hours' notice must be given to the managing agent if any work necessitates the turning off of the main water supply or power supply, to enable reasonable written notice to be given to all owners and occupiers affected by the cutting off of the water- or power supply. The period without such service/s must be kept to the minimum to reduce the inconvenience to other owners and occupiers.
 - (l) The owner must ensure that the structural integrity of the building is not compromised during construction. All drilling, breaking and removal of existing brickwork must take place under the general supervision of an engineer. No holes may be cut through any beams or concrete columns for any purpose. In the case of the removal of non-weight-bearing walls, lintels must be installed, and during such installation, adequate support of the structure immediately above the wall concerned must be provided while the wall is being removed and pending installation of the lintel. The body corporate will hold the owner liable should any of the alterations affect the structural integrity of the building or cause damage to the building or to any of its components.
 - (m) All doors, windows and other external fittings to be installed must conform in outward appearance to, or be of a similar standard and appearance as, such items generally installed elsewhere in the building/s, but subject to the discretion of the trustees. The external colour scheme of the building/s must be retained.
 - (n) The owner must not cause or allow any over-loading of the building's electricity installations. The owner must not make any changes that may prejudice the flow of water, storm water, wastewater, sewerage or the building's electrical supply.
 - (o) In regard to any hot-water cylinder (whether existing or new), the owner shall ensure that the associated plumbing provides for water emanating from the overflow or from condensation to be fed back into the system, and that water does not drip onto any part of the common property.
 - (p) No door may be prevented from closing (for example, by the use of bricks or wedges), except if held open by hand and the door shall be kept closed at all other times. The lifts may only be used by contractors, subject to the conditions imposed by the trustees. Only pneumatic tyre wheelbarrows may be conveyed in the lift.
 - (q) No scaffolding, building hoists, or block and tackle gear may be erected without the prior written consent of the trustees.
 - (r) The common property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds. The owner must ensure that his contractors clean the common property every afternoon before leaving the premises. No rubble, refuse or building material may be left on the common property overnight. No building rubble may be deposited in the refuse bins of the body corporate. No rubble, cement or other damaging substances may be flushed down any toilet or other waste pipes.
 - (s) The owner must ensure that his contractors comply with the applicable provisions of these rules and the security measures applicable to the scheme.
- (2) An owner who undertakes any minor alterations, renovations or structural alterations to a section or the common property as envisaged in these rules, shall be responsible to the body corporate and to other owners or occupiers, as the case may be, for his acts and omissions and as well as for the acts or omissions of his contractors.
- (3) An owner who undertakes alterations shall be held legally and financially liable to the body corporate and to an owner or occupier, as the case may be, for any damage or defects, structurally or otherwise, caused by him and/or by his contractors to a section, exclusive use area, or to any part of the common property, or to any machinery, fixtures, fittings, equipment, appurtenances or service installation or to any other property of the body corporate or of an owner or occupier. The owner shall indemnify the body corporate, the trustees and the managing agent against any such damages or defects or and any claims arising therefrom.

- (4) The trustees may utilise the deposit paid by the owner to defray the costs of repairs of any damage or defects referred to in sub-rule (3). The trustees may also utilise the deposit paid by the owner to defray any other costs or other charges incurred by the body corporate directly or indirectly by reason of the alterations done by the owner.
- (5) Once the alterations have been completed, the owner must notify the trustees, who must arrange for an inspection of the alterations and building before refunding the deposit (without interest) to the owner, subject to any deductions that may be made for costs and damages in terms of these rules.
- (6) The provisions of this rule are, where appropriate, *mutatis mutandis* applicable to occupiers of sections. No occupier may apply to the trustees for consent for alterations without the written approval of the owner of the section.

13. Appearance of section and exclusive use area

- (1) The owner or occupier of a residential section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it.
- (2) An owner or occupier of a section must not, without the trustees' written consent:
 - (a) erect washing lines on the common property;
 - (b) hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme; or
 - (c) display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme.
- (3) The trustees may attach reasonable conditions to their consent referred to in sub-rules (1) and (2) above.
- (4) No laundry shall be hung out to dry on a patio or balcony or from any window or structure of a building so as to be visible from another section or the common property, or from outside the scheme.
- (5) No advertisements or marketing or publicity material of any form or nature may be distributed or exhibited nor is any canvassing permitted in the Village without the prior written approval of the trustees.
- (6) A notice board is provided in the Clubhouse where notice or publicity material, if acceptable, may be displayed, subject to the consent of the trustees.
- (7) Patios and balconies must be kept in a neat condition and may not be used as storage facility.
- (8) No movables shall be left on any portion of the common property. If such items are left on any portion of a section or exclusive use area, the articles must not be visible from another section or the common property, or from outside the scheme.

14. Storage of flammable materials and other dangerous acts

- (1) Subject to sub-rule (2), an owner or occupier must not store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
- (2) This rule does not apply to the storage of fuel or gas in—
 - (a) the fuel tank of a vehicle, generator or engine; or
 - (b) a fuel tank or gas cylinder kept for domestic purposes in a ventilated store room or otherwise kept in compliance with any applicable legislation and regulations.
- (3) An owner or occupier shall not store any material, or do or permit or allow to be done, any other act in a building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy or which will or may lead to the insurance policy of the body corporate being suspended or cancelled or rendered void. If an owner or occupier contravenes this rule, the owner shall be liable to the body corporate for any damages arising from such contravention.
- (4) Inflammable material may not be accumulated or burnt on the common property.

15. Behaviour of owners and occupiers and their invitees in sections and on the common property

- (1) An owner or occupier must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- (2) An owner or occupier must not obstruct the lawful use of the common property by any other person.
- (3) An owner or occupier must take reasonable steps to ensure that he and his invitees do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- (4) Owners and occupiers shall at all times in their sections, exclusive use areas and on the common property maintain reasonable levels of noise which is not disturbing to others. All television, radio, and other appliances, instruments or apparatus which emits sound, including musical instruments, and noise emanating from people, must be kept at audio levels which are reasonable in the discretion of the trustees. Owners and occupiers shall specifically between 23h00 and 07h00 maintain quietness in their sections, exclusive use areas and on the common property.
- (5) Hobbies and other activities which produce excessive noise and cause a nuisance to other residents are not permitted in any section or on the common property.
- (6) An owner or occupier shall not use his section or exclusive use area or permit it to be used, in such a manner or for such purpose as shall cause a nuisance to any other owner or occupier or an invasion of his privacy.
- (7) Visiting children must be appropriately supervised to prevent them from making a noise or causing a nuisance or damaging property.

16. Eradication of pests

- (1) An owner must keep his section free of wood destroying insects, including white ants and borer beetles. An owner or occupier must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- (2) The body corporate must recover the costs of the inspection and replacement referred to in sub-rule (1) from the owner of the section

17. Sale and letting of sections

- (1) No sale or letting of a unit shall be permitted save with the prior written consent of the trustees and subject to such conditions they may impose.
- (2) All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- (3) The owner must provide a copy of these conduct rules to the tenant or occupier at the expense of the owner.

18. Occupancy and use of sections and exclusive use areas

- (1) An owner or occupier must not contravene the provisions of any:
 - (a) law or by-law relating to the use of a section or an exclusive use area; or
 - (b) conditions of license relating to use of the building or the common property, or the carrying on of a business in the building; or
 - (c) conditions of title applicable to sections or exclusive use areas.
- (2) Owners and occupiers shall primarily use their residential sections for residential purposes, but may also use the section for such purposes as allowed in terms of the municipal by-laws and in terms of the rules of the body corporate. No business or trade may be conducted in a residential section or on the common property.
- (3) No person other than a retired person and his or her spouse may occupy a section in the Village, except with the written consent of the trustees. No owner or occupier shall allow more persons to reside in a residential section at any time than two (2) persons per residential section, without the written consent of the trustees.

- (4) The trustees shall not unreasonably withhold their consent for a carer to reside in a section with the owner or occupier concerned. The visitor or guest of an owner or occupier may stay in the host's section, provided that the period during which a child is permitted to visit an owner or occupier is restricted to seven days during a month, and that any extension of such period will require the prior written approval of the trustees.
- (5) No person may reside in a section, exclusive use area or other part of the common property, other than in a section intended for residential purposes.
- (6) No auction, or similar sale or exhibition, shall be held in a section or on the common property, without the prior written consent of the trustees.
- (7) An owner or occupier must adhere to all water restriction measures, implemented from time to time by the trustees, the HOA and/or by the Municipality.

19. Braaing on patios or balconies of the apartments

- (1) No wood or charcoal fires are permitted on a patio or balcony of an apartment.
- (2) An owner or occupier may use braai devices utilising gas or electricity to braai on the patio or balcony of his apartment, provided that the lid of his braai equipment shall as far as may be possible be kept closed during the braai process.
- (3) When braaing an owner or occupier shall ensure that no hazard or nuisance is caused to other owners or occupiers by reason of fire or smoke. In the event of any hazard or nuisance being caused, the owner or occupier shall immediately stop braaing.
- (4) Braai equipment shall be stored out of sight when not in use.

20. Usage of lifts and other equipment

- (1) Owners and occupiers shall comply with the following provisions when using a lift:
 - (a) Owners and occupiers must when using a lift adhere to the displayed warning signs and to the conditions imposed by the trustees regarding the use of a lift and must not exceed the maximum number of persons or weight limit.
 - (b) No owner or occupier shall in any way overload a lift or otherwise damage the lift mechanism or the interior thereof.
 - (c) Children must not unnecessarily use a lift to ride up and down or otherwise play in a lift.
 - (d) Owners and occupiers shall not bring any metal objects into a lift.
 - (e) A lift may not be used during a fire, in which case the staircase must be used.
 - (f) No smoking is allowed in a lift.
- (2) When heavy goods, furniture or appliances are to be transported in a lift, protective blankets or other suitable material must by prior arrangement with the trustees or managing agent, be installed to protect the lift.

21. Prohibited conduct in sections, exclusive use areas and the common property

- (1) Owners and occupiers shall not cause damage to the common property or to any machinery, fixtures, fittings, equipment, appurtenances or service installation in respect of the common property.
- (2) Fire fighting equipment such as fire extinguishers and fire hoses may under no circumstances be used for any purpose other than that for which it is intended. No owner or occupier shall tamper with or have work done to the above-mentioned systems and installations serving the common property.
- (3) An owner or occupier of a section must comply with all laws and regulations regarding the fire fighting equipment and other systems and installations used in connection with the building.
- (4) Owners or occupiers may not remove trees, plants, shrubs and flowers from the common property, without the authorisation of the trustees.
- (5) The common property gardens are controlled by the Trustees and no part thereof shall be construed as being an exclusive use area apportioned to a section of the scheme
- (6) Owners or occupiers wishing to look after any portion of a garden may only do so with the written consent of the Trustees who may attach reasonable conditions to their consents.
- (7) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a section, exclusive use area or on the common property.

- (8) No drones may be operated in a section, exclusive use area or on the common property without the written consent of the trustees.
- (9) No group music sessions or any activities or hobbies which may cause a nuisance to other owners or occupiers, may be carried on in a section, exclusive use area or on the common property.
- (10) No firearm, airgun or pellet gun may be discharged in a section, exclusive use area or on the common property, except in self-defence and related purposes.
- (11) No burglar alarms may be installed in any section, unless specifically authorised in writing by the trustees.
- (12) No skateboards, roller skates, roller blades or similar items may be used on the common property.
- (13) No ball games or other games may be played on the common property other than in those areas which may be specifically set aside for that purpose by the trustees. No owner or occupier shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any wall of a building.
- (14) No smoking is allowed on the common property inside a building.
- (15) No criminal activity may take place in a section or exclusive use area or on any part of the common property.
- (16) The slaughtering of animals for religious reasons, in a section, on an exclusive use area or on the common property, will only be permissible provided that:
 - (a) the owner and/or tenant has obtained the prior written consent of the trustees, which consent will not unreasonably be withheld provided that:
 - (i) a written request for consent has been submitted to the trustees at least 2 (two) weeks prior to the date that the slaughtering is scheduled for;
 - (ii) such written request shall specify a reasonable date and time for the slaughtering to take place; the type of animal to be slaughtered; the name and qualifications of the person who will be carrying out the slaughtering ritual and confirm that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;
 - (b) the slaughtering ritual shall be carried out in accordance with the terms and conditions of the trustees' approval granted after consideration of the written request referred to in sub-rule (a)(i) above;
 - (c) upon receipt of written confirmation from the Municipality that the owner or tenant has their consent and will comply with the applicable by-laws;
 - (d) where applicable upon receipt of written confirmation from the Department of Health that the owner or tenant has their consent and that their specifications will be adhered to;
 - (e) upon receipt of written confirmation from the Society for the Prevention of Cruelty to Animals (SPCA) that an SPCA official will attend the ritual and ensure that the animal will not endure unnecessary pain or suffering;
 - (f) written proof is presented to the trustees that all affected owners and tenants within the scheme have received written notification of the slaughtering ritual to take place, which notification is required to set out the date and time that the slaughtering ritual is scheduled for.

22. Use of the Health Care Centre, Clubhouse and other common amenities and facilities

- (1) It is a condition of the privatisation of the Health Care Centre that the owners and their spouses have unconditional priority of accommodation and treatment therein. The enjoyment of this privilege is subject to the conditions including payment of the charges as notified by the trustees.
- (2) The dining-room meal facilities are supervised by the trustees for the benefit of owners and occupiers and their visitors and guests. In order to sustain the effective operation of such facilities every member of the body corporate must contract with the body corporate for the provision of 15 (fifteen) meals per month per section. The conditions to be observed by users (including the charges payable) will be notified from time to time in writing.

- (3) The Managing Agent shall control access to and use of the Clubhouse in accordance with these conduct rules and the conditions imposed from time to time by the trustees. In particular smoking is prohibited in the Clubhouse and any such other areas designated by the trustees from time to time in their Directives.
- (4) The particulars of outings and other social events organized by the social committee of the trustees, and the conditions of participation in them, will be notified by the social committee as and when the trustees decide.
- (5) The common property and common amenities are for the use and enjoyment of owners and occupiers. Guests may use the common amenities if accompanied by the owner or occupier.
- (6) Owners and occupiers shall use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners and occupiers. An owner or occupier must ensure that the number of his guests at any one time is not such as to prejudice the comfort, use, enjoyment or convenience of the common property and amenities by other owners and occupiers.
- (7) In the interests of all owners and occupiers, the trustees on behalf of the body corporate reserve the right of admission, use and enjoyment to the common property and common amenities. This right to deny a person admission will only be exercised in respect of any person who persistently breaches the provisions of these rules or the conditions imposed by the trustees
- (8) No child will be allowed in the library and their use of the common amenities will be subject to such restrictions as imposed from time to time by the trustees. Children may enter the Health Care Centre to visit a relative if accompanied by an adult, or to receive emergency first aid.
- (9) The body corporate is responsible for the terms and conditions of employment of all staff on the common property and may delegate such responsibility to the Managing Agent.
- (10) The cleaners and gardeners in the employ of the body corporate may not undertake private work for any owner or occupier during their work hours.

23. Security

- (1) Owners and occupiers must observe strictly all security measures as notified by the trustees in directives.
- (2) Domestic servants and carers must be registered with the HOA and Managing Agent and be identifiable when present on the common property.
- (3) Owners and occupiers must inform the Managing Agent of their arrangements for all intended temporary absences from the Village.
- (4) Owners must lodge permanently with the Managing Agent labelled keys or the code to their key safes giving access to their sections, solely for use by him or under his instructions in cases of emergency which he deems to necessitate such access, which use shall be reported to the owners or occupier at the earliest opportunity.
- (5) Owners and occupiers are not permitted to hand over their remotes or tags to any other person.
- (6) Owners and occupiers who wish to provide a family member or friend with a remote or tag must register such person with the HOA and Managing Agent.

24. Written notices

- (1) Any written notice given on behalf of the body corporate in terms of these rules to any owner or occupier shall be in such format as the trustees may determine from time to time. A written consent must be signed by two trustees or by one trustee and the managing agent or by a trustee or the managing agent to whom such power has been assigned in terms of management rule 21(3)(g).
- (2) A written notice as contemplated in sub-rule (1) shall be regarded as having been properly delivered, if:
 - (a) delivered to the owner or occupier of the section by hand, in which event it shall be regarded as having been received on the date of delivery, or
 - (b) delivered by registered post to the owner or occupier of the section to his service address, in which event it shall be regarded as having been received on the 4th day after the date of posting, or

- (c) delivered by e-mail to the owner or occupier of the section to the e-mail address as reflected in the records of the body corporate, in which event it shall be regarded as having been received on the date of transmission.

25. Contravention of these rules

- (1) If an owner or occupier of a section or invitee contravenes a provision of these rules, the trustees shall be entitled, without prejudice of any rights or remedies, to:
 - (a) issue the owner or occupier with a written demand to remedy the contravention; and/or
 - (b) institute legal proceedings against the owner or occupier in any court of competent jurisdiction for such relief as the trustees may consider necessary; and/or
 - (c) in the event of a dispute, refer the matter for an internal dispute resolution meeting in terms of conduct rule 26(2); and/or
 - (d) apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order; and/or
 - (e) impose a penalty on the owner of the section in terms of the conduct rule 31 of the body corporate and/or
 - (f) in the event of a dispute, by agreement refer the matter for mediation proceedings or expert intervention.
- (2) The provisions of this rule may, where applicable, also be applied *mutatis mutandis* to invitees.
- (3) Without prejudice of any rights or remedies, an owner or occupier of a section may:
 - (a) in the event of a dispute, refer the matter for an internal dispute resolution meeting in terms of conduct rule 26(2); and/or
 - (b) apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order; and/or
 - (c) in the event of a dispute, by agreement refer the matter for mediation proceedings or expert intervention.

26. Dispute resolution

- (1) In the event of any dispute arising between an owner and another owner, or between an owner and an occupier, or between an owner or an occupier and the body corporate, the trustees or the managing agent, the parties to the dispute must engage each other in good faith with a view to resolving the dispute within a reasonable time.
- (2) To notify the trustees and any person against whom a complaint is made of the dispute and for the purpose of holding an internal dispute resolution meeting, the complainant must lodge a signed and motivated complaint with the body corporate using the prescribed complaint form. The trustees must record their decision and the outcome of any internal dispute resolution meeting in the complaint form.
- (3) In the event of any dispute not being resolved internally as contemplated in sub-rules (1) or (2) any party to the dispute may approach the competent Ombud in terms of the Community Schemes Ombud Service Act for the resolution of the dispute through conciliation and/or adjudication.

27. Liability for damages and costs

- (1) If an owner or occupier or invitee cause damage to the common property, the owner of the section concerned shall be liable to the body corporate for the damage caused and for the costs of repairs.
- (2) An owner is liable for and must pay to the body corporate all reasonable legal costs and disbursements incurred by the body corporate in the collection of arrear amounts due and owing by such owner to the body corporate, or in enforcing compliance with these rules, but subject to compliance with the applicable provisions of the management rules.

28. Allocation of exclusive use areas (courtyards, patios and carports)

- (1) In terms of section 10(7) of the Act, rights of exclusive use of parts of the common property (hereinafter referred to as "exclusive use areas") are hereby conferred upon members of the body corporate, being the registered owners of sections in the scheme, as stipulated hereunder.

- (2) The parts of the common property referred to in sub-rule (1) above, are the areas (Courtyards, Patios and Carports) indicated respectively as 'CY', 'P' and 'CP' and distinctively numbered on the plans marked "Plan A", "Plan B", "Plan C", "Plan D", "Plan E1" and "Plan E2" respectively, attached to these rules, being a layout plan drawn to scale of the affected parts of the common property. The exclusive use areas shall respectively only be used either as Courtyards, Patios or Carports.
- (3) The said exclusive use areas are allocated to the owners of sections as set out in the Schedule attached hereto, marked "Schedule A".
- (4) An owner of a section shall not sell his or her section without simultaneously selling the exclusive use area linked to the section. Upon the registration of transfer of a unit, the new owner of the section will automatically obtain the right of exclusive use of the exclusive use area that is linked to the section, as set out in Schedule A.
- (5) The rights vested in terms of this rule, shall not be real rights as contemplated in section 27(6) of the Sectional Titles Act.
- (6) An owner of a section shall not erect any structure or building improvement on his or her exclusive use area without the written consent of the trustees as contemplated in the Management Rules and the approval of buildings plans by the local authority, where applicable. An owner shall comply with the reasonable conditions and guidelines that may be imposed by the trustees, relating to structures or building improvements.
- (7) An owner of a section shall be liable to pay additional levies to the body corporate in respect of his or her exclusive use area as determined from time to time by the trustees.
- (8) The body corporate shall be responsible for the repair and maintenance of the exclusive use areas subject to the duties of an owner of a section to keep his or her exclusive use area in a clean and neat condition.
- (9) An owner of a section shall allow the trustees or their duly authorised representative(s) access to and across his or her exclusive use area for any purpose reasonably required in terms of the Act, including for the purpose of repairing and maintaining the common property.
- (10) An owner or occupier of a section shall comply with the applicable provisions of the Act, the Management Rules and these rules when using his or her exclusive use area. An owner or occupier of a section shall not use an exclusive use area or allow it to be used in a manner or for such purpose, which in the discretion of the trustees is likely to impair the safety, appearance or amenity of the other sections or the common property. In this regard, the decision of the trustees shall be absolute and binding.
- (11) The exclusive use areas created in terms of this rule shall only be cancelled by way of a suitable amendment of this rule by special resolution of the members of the body corporate, provided that the written consent is obtained from the owner of the section.

29. Exclusion of liability

- (1) All persons entering the common property of the body corporate shall do so at their own risk. An owner or occupier of a section or any other person present on the common property or using any of the facilities or services of the body corporate does so entirely at their own risk. Any claim of an owner or occupier of a section or the invitees of an owner or occupier or any other person shall be limited to the amount actually recovered by the body corporate from the receipt of proceeds of any general public indemnity liability insurance, if recovered. If and to the extent that the body corporate does not have any such public indemnity liability insurance, no such person shall have any claim against the body corporate, save in the case of bad faith or gross negligence.
- (2) Subject to sub-rule (1), the body corporate, the trustees, the managing agent or any of the body corporate's agents, employees or contractors shall not be liable for any loss (including consequential loss), injury, loss of life or damage to person or property of any nature whatsoever which any owner or occupier or any other person whosoever may sustain:
 - (a) by reason of any defect in or state of disrepair of the common property or part thereof, or any facility or service of the body corporate, or any part thereof, or any machinery, fixtures, fittings, equipment, appurtenances or service installation of whatsoever nature therein, notwithstanding that such effect or state of disrepair may be due to or occasioned wholly or in part by any act or omission (whether negligent

- or otherwise) of the body corporate, the trustees, the managing agent, or any of the body corporate's agents, employees or contractors; or
- (b) directly or indirectly, in or about the land or the buildings comprising the scheme including, without limiting the generality of the foregoing, the common property, and irrespective whether such injury, loss or damage be due to theft, the action of rain, wind, hail, lightning, explosion, spontaneous combustion, gas, fire water leakage, seepage, cessation or interruption of or defect in any electric, gas, fuel, water, sanitary, telephone, air conditioning or other services to the body corporate (irrespective of the cause thereof), or be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the body corporate, the trustees, the managing agent, or any of the body corporate's agent's, employees or contractors, or be due to riots, strikes, civil commotion or any other cause whatsoever.
- (3) The Body Corporate or its agents or representatives shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

30. Relaxation of rules

No indulgence or relaxation in the application of these rules shall constitute a precedent, waiver or consent, or prevent the enforcement thereof by the trustees.

31. Imposition of penalties

- (1) If the conduct of an owner, occupier or invitee constitutes a contravention of a provision of the Act, management rules or the conduct rules, the trustees may, without prejudice of any other rights or remedies, by written notice inform the owner of the section of the contravention and warn the owner that if he, or the occupier or invitee fails to remedy the contravention and/or persists in or repeats such contravention, a penalty will be imposed on him.
- (2) If notwithstanding the written notice given by the trustees in terms of sub-rule (1), the owner, or the occupier or invitee fails to remedy the contravention or persists in or repeats the contravention, the trustees may by written notice impose a penalty on the owner. A written notice must be addressed to the owner setting forth the penalty imposed, the reasons for imposing the penalty and informing the owner that if he disputes the decision of the trustees, he must lodge a signed and motivated complaint per the complaint form with the body corporate within 15 (fifteen) days of the date of the written notice.
- (3) The penalty imposed under sub-rule (2) above, shall become due on the passing of the resolution by the trustees and the penalty must be paid to the body corporate within 15 (fifteen) days of the date of the written notice.
- (4) The trustees must from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the trustees at a general meeting. The penalty shall not exceed the maximum amount, determined by the members of the body corporate in general meeting from time to time.
- (5) A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner may be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and the owner may be held liable for a penalty in respect of each such separate contravention.
- (6) If the owner disputes the decision of the trustees to impose a penalty or the amount of the penalty, the owner shall within 15 (fifteen) days of the date of the written notice in terms of sub-rule (2), lodge a signed and motivated complaint with the body corporate per the prescribed complaint form.
- (7) Upon receipt of the complaint form from the owner, the trustees may:
- (a) withdraw or reduce the penalty; or
 - (b) schedule a trustees' meeting (internal dispute resolution meeting) for the purpose of considering the complaint and invite the owner to attend the meeting, and/or to be represented at the meeting.

- (8) At the trustees' meeting referred to in sub-rule (7)(b) above, the owner and/or his representative shall have the right to:
 - (a) present his case;
 - (b) present any evidence, including the calling of witnesses, to substantiate his case;
 - (c) cross-examine any person called as witness in support of the charge;
 - (d) have access to documents produced in evidence; and
 - (e) produce mitigating factors.
- (9) The trustees must record their decision and the outcome of any internal dispute resolution meeting on the complaint form. If so resolved the trustees, may:
 - (a) uphold the penalty; or
 - (b) withdraw or reduce the penalty.
- (10) The failure of the owner charged to attend the trustees' meeting shall not invalidate the proceedings thereat.
- (11) Should the owner not agree with the decision of the trustees in terms of sub-rule (9), the owner may, without prejudice of any other rights or remedies:
 - (a) request that the trustees refer the matter to a general meeting of the members for their decision, and/or
 - (b) institute proceedings in a court or a tribunal for the judicial review of the decision of the trustees, and/or
 - (c) apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order.
- (12) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* to occupiers of sections and invitees.

Exclusive Use Areas, being Patios (P) and Courtyards (CY) numbered as follows on the attached Plan A	Allocated to the following owners of sections (linked sections)
P1 and CY1	Section no. 1
P2 and CY2	Section no. 2
P3 and CY3	Section no. 3
P4 and CY4	Section no. 4
P5 and CY5	Section no. 5
P6 and CY6	Section no. 6
P7 and CY7	Section no. 7
P8 and CY8	Section no. 8
P9 and CY9	Section no. 9
P10 and CY10	Section no. 10
P11 and CY11	Section no. 11
P12 and CY12	Section no. 12
P13a and P13b and CY13	Section no. 13
P14 and CY14	Section no. 14
P15a and P15b and CY15	Section no. 15
P16 and CY16	Section no. 16
P17a and P17b and CY17	Section no. 17
P18a and P18b and CY18	Section no. 18
P19 and CY 19	Section no. 19
P20 and CY20	Section no. 20
P21 and CY21	Section no. 21
P22a and P22b and CY22	Section no. 22
P23 and CY23	Section no. 23
P24a and P24b and CY24	Section no. 24
P25a and P25b and CY25	Section no. 25
P26 and CY26	Section no. 26
P27 and CY27	Section no. 27
P28a and P28b and CY28	Section no. 28
P29 and CY29	Section no. 29
P30 and CY30	Section no. 30
P31 and CY31	Section no. 31
P32a and P32b and CY32	Section no. 32
P33 and CY33	Section no. 33
P34 and CY34	Section no. 34
P35a and P35b and CY35	Section no. 35

Exclusive Use Areas, being Patios (P) and Courtyards (CY) numbered as follows on the attached Plan A	Allocated to the following owners of sections (linked sections)
P36 and CY36	Section no. 36
P37 and CY37	Section no. 37
P38 and CY38	Section no. 38
P39 and CY39	Section no. 39
P40 and CY40	Section no. 40
P41 and CY41	Section no. 41
P42 and CY42	Section no. 42
P43a and P43b and CY43	Section no. 43
P44a and P44b and CY44	Section no. 44
P45 and CY45	Section no. 45
P46a and P46b and CY46	Section no. 46
P47a and P47b and CY47	Section no. 47
P48a and P48b and CY48	Section no. 48
P49 and CY49	Section no. 49
P50a and P50b and CY50	Section no. 50
P51 and CY51	Section no. 51

Exclusive use areas, being Patios (P) and Courtyards (CY) numbered as follows on the attached Plan B	Allocated to the following owners of sections (linked sections)
P52 and CY52	Section no. 52
P53a and P53b and CY53	Section no. 53
P54 and CY54	Section no. 54
P55 and CY55	Section no. 55
P56 and CY56	Section no. 56
P57 and CY57	Section no. 57
P58 and CY58	Section no. 58
P59a and P59b and CY59	Section no. 59
P60 and CY60	Section no. 60
P61 and CY61	Section no. 61
P62a and P62b and CY62	Section no. 62
P63a and P63b and CY63	Section no. 63
P64a and P64b and CY64	Section no. 64
P65 and CY65	Section no. 65
P66 and CY66	Section no. 66
P67 and CY67	Section no. 67
P68 and CY68	Section no. 68
P69 and CY69	Section no. 69
P70a and P70b and CY70	Section no. 70
P71a and P71b and CY71	Section no. 71
P72a and P72b and CY72	Section no. 72
P73a and P73b and CY73	Section no. 73
P74a and P74b and CY74	Section no. 74
P75 and CY75	Section no. 75
P76 and CY76	Section no. 76
P77 and CY77	Section no. 77
P78 and CY78	Section no. 78
P79 and CY79	Section no. 79
P80a and P80b and CY80	Section no. 80
P81a and P81b and CY81	Section no. 81
P82a and P82b and CY82	Section no. 82
P83a and P83b and CY83	Section no. 83
P84a and P84b and CY84	Section no. 84
P85a and P85b and CY85	Section no. 85
P86 and CY86	Section no. 86
P87a and P87b and CY87	Section no. 87

Exclusive use areas, being Patios (P) and Courtyards (CY) numbered as follows on the attached Plan C	Allocated to the following owners of sections (linked sections)
P88 and CY88	Section no. 88
P89 and CY89	Section no. 89
P90 and CY90	Section no. 90
P91 and CY91	Section no. 91
P92a and P92b and P92c and CY92	Section no. 92
P93 and CY93	Section no. 93
P94a and P94b and CY94	Section no. 94
P95a and P95b and CY95	Section no. 95
P96a and P96b and CY96	Section no. 96
P97 and CY97	Section no. 97
P98 and CY98	Section no. 98
P99a and P99b and CY99	Section no. 99
P100 and CY100	Section no. 100
P101 and CY101	Section no. 101
P102a and P102b and CY102	Section no. 102
P103 and CY103	Section no. 103
P104 and CY104	Section no. 104
P105 and CY105	Section no. 105
P106 and CY106	Section no. 106
P107 and CY107	Section no. 107
P108a and P108b and CY108	Section no. 108
P109 and P109b and P109c and CY109	Section no. 109
P110 and CY110	Section no. 110
P111 and CY111	Section no. 111
P112 and CY112	Section no. 112
P113 and CY113	Section no. 113
P114 and CY114	Section no. 114
P115 and CY115	Section no. 115
P116 and CY116	Section no. 116
P117 and CY117	Section no. 117
P118 and CY118	Section no. 118
P119 and CY119	Section no. 119
P120 and CY120	Section no. 120

Exclusive use areas, being Patios (P) and Courtyards (CY) numbered as follows on the attached Plan D	Allocated to the following owners of sections (linked sections)
P121 and CY121	Section no. 121
P122 and CY122	Section no. 122
P123 and CY123	Section no. 123
P124 and CY124	Section no. 124
P125 and CY125	Section no. 125
P126 and CY126	Section no. 126
P127a and P127b and CY127	Section no. 127
P128a and P128b and CY128	Section no. 128
P129a and P129b and CY129	Section no. 129
P130a and P130b and CY130	Section no. 130
P131 and CY131	Section no. 131
P132 and CY132	Section no. 132
P133 and CY133	Section no. 133
P134 and CY134	Section no. 134
P135 and CY135	Section no. 135
P136a and P136b and CY136	Section no. 136
P137 and CY137	Section no. 137
P138a and P138b and CY138	Section no. 138
P139a and P139b and CY139	Section no. 139
P140a and P140b and CY140	Section no. 140
P141 and CY141	Section no. 141
P142 and CY142	Section no. 142

Exclusive use areas, being Carports (CP) numbered as follows on the attached Plan E1	Allocated to the following owners of sections (linked sections)
CP147	Section no. 147
CP148	Section no. 148
CP149	Section no. 149
CP150	Section no. 150
CP157	Section no. 157
CP158	Section no. 158
CP159	Section no. 159
CP160	Section no. 160
Exclusive use areas, being Carports (CP) numbered as follows on the attached Plan E2	Allocated to the following owners of sections (linked sections)
CP168	Section no. 168
CP169	Section no. 169
CP170	Section no. 170
CP171	Section no. 171
CP181	Section no. 181
CP182	Section no. 182
CP183	Section no. 183
CP184	Section no. 184
CP189	Section no. 189
CP190	Section no. 190

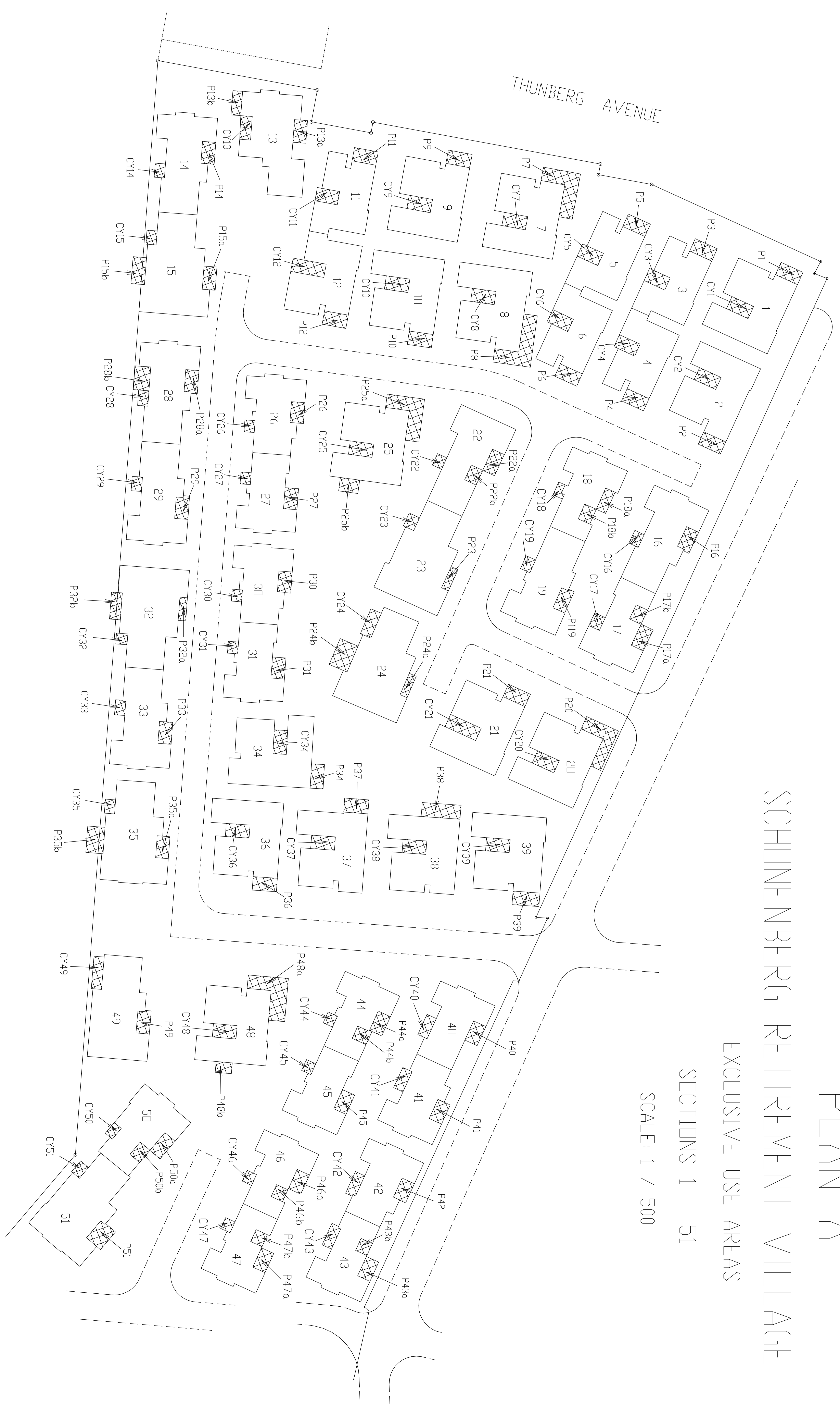
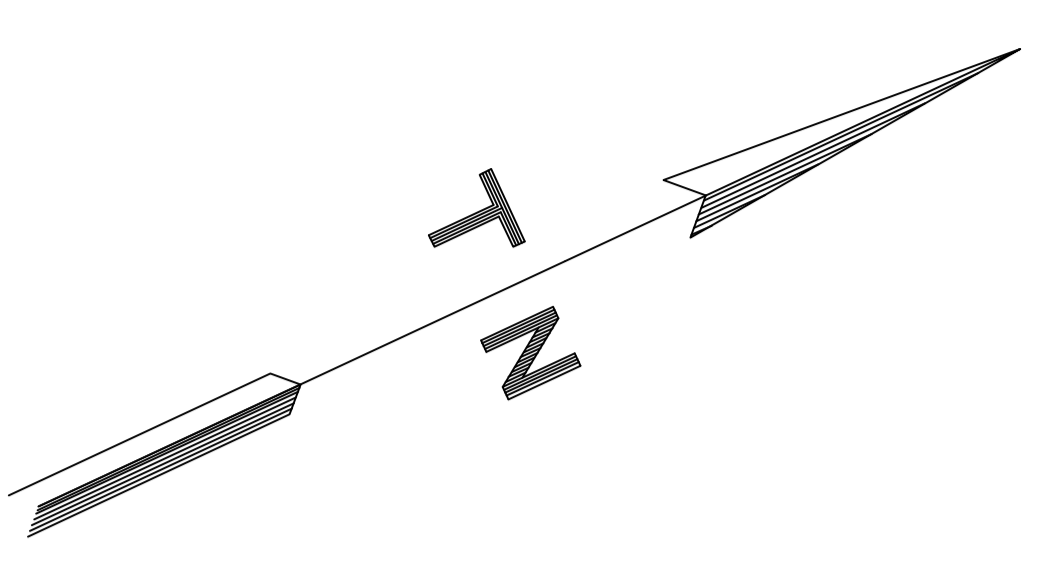
PLAN A

SCHONENBERG RETIREMENT VILLAGE

EXCLUSIVE USE AREAS

SECTIONS 1 - 51

SCALE: 1 / 500



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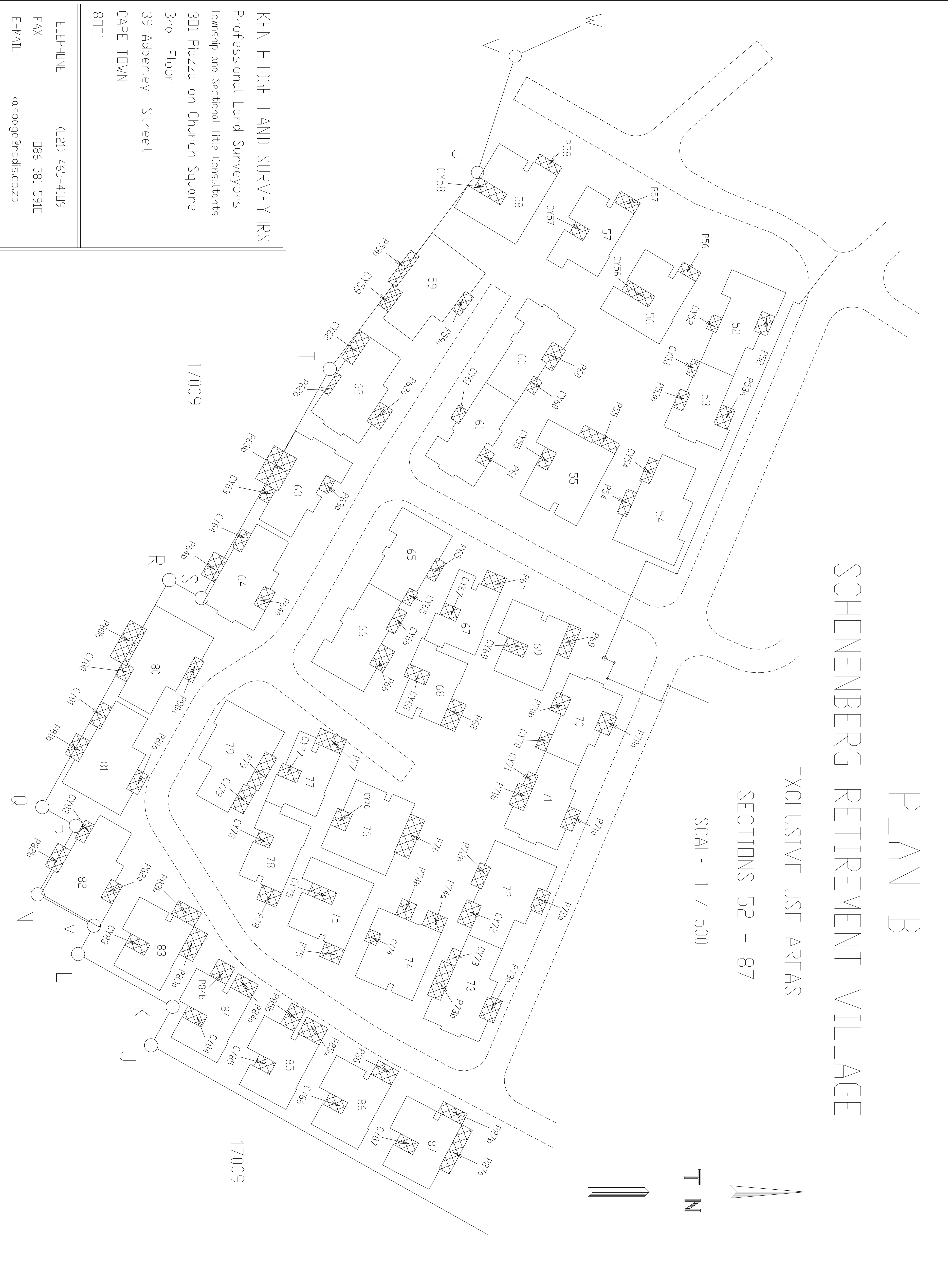
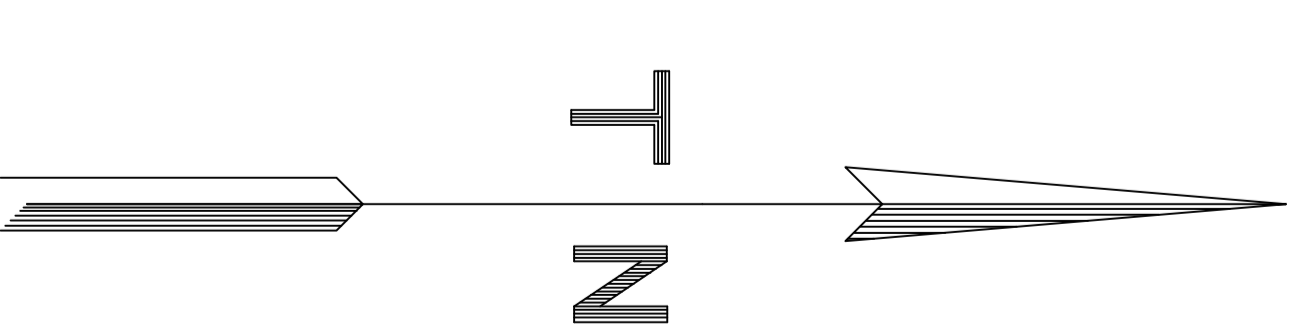
PLAN B

SCHONENBERG RETIREMENT VILLAGE

EXCLUSIVE USE AREAS

SECTIONS 52 - 87

SCALE: 1 / 500



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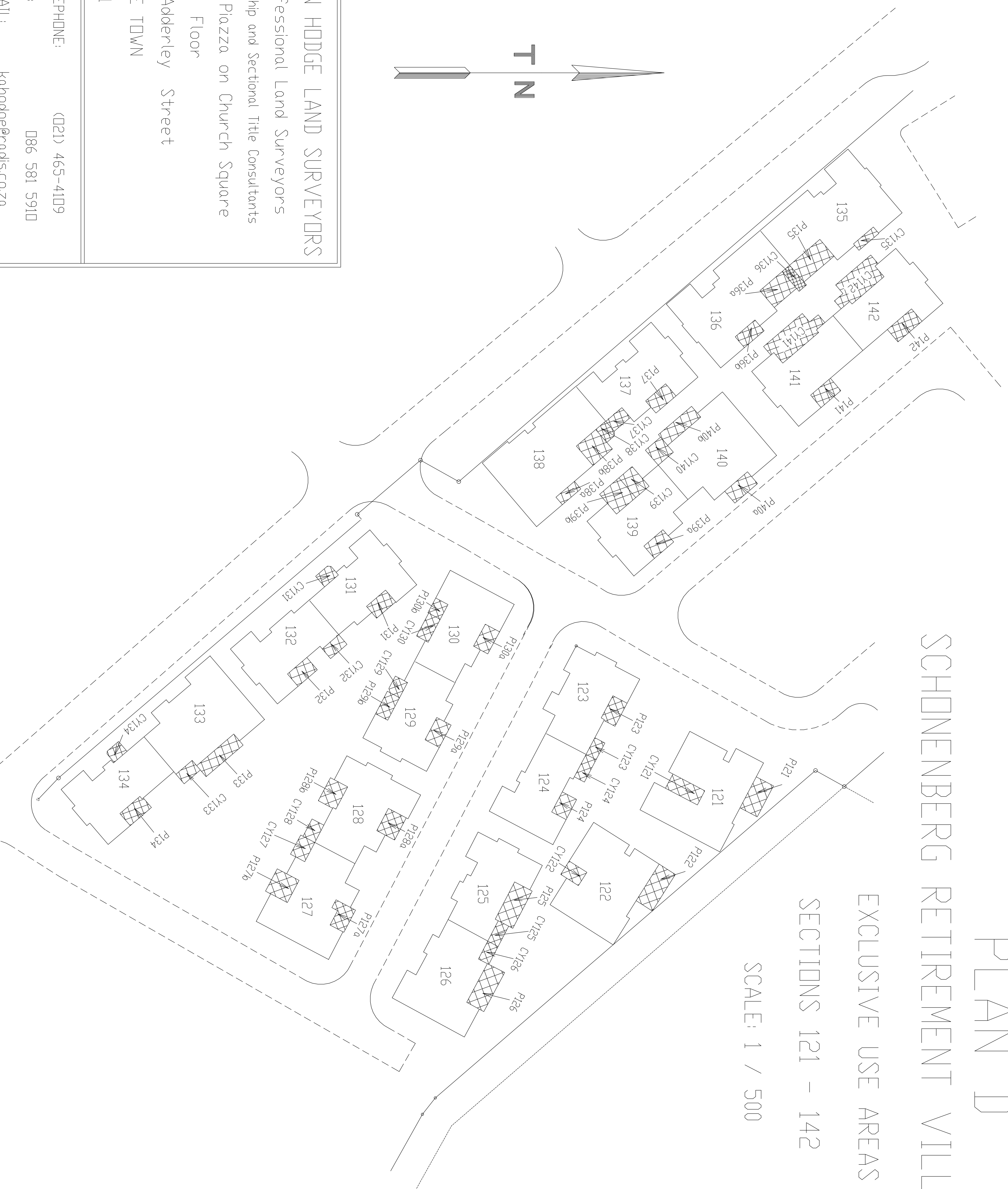
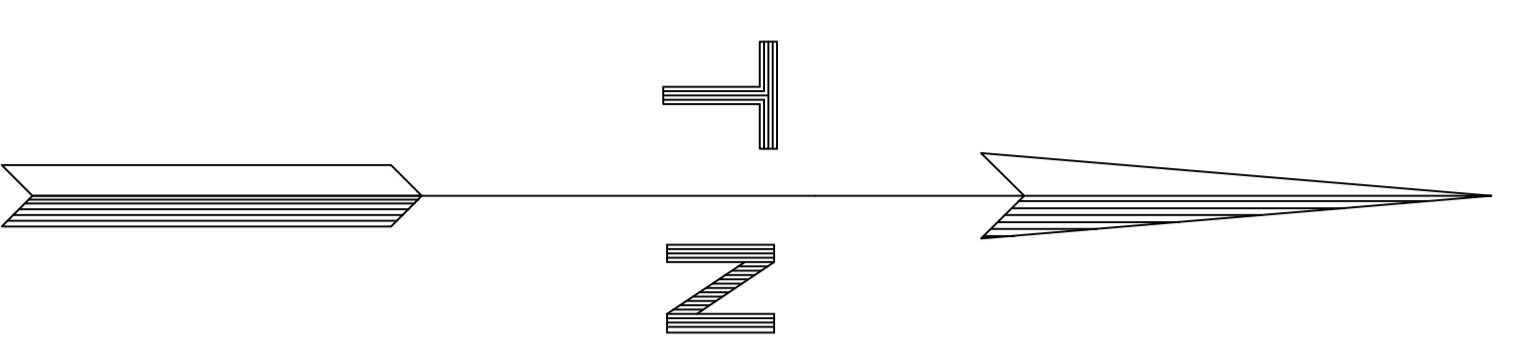
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PLAN D SCHONENBERG RETIREMENT VILLAGE

EXCLUSIVE USE AREAS
SECTIONS 121 - 142
SCALE: 1 / 500



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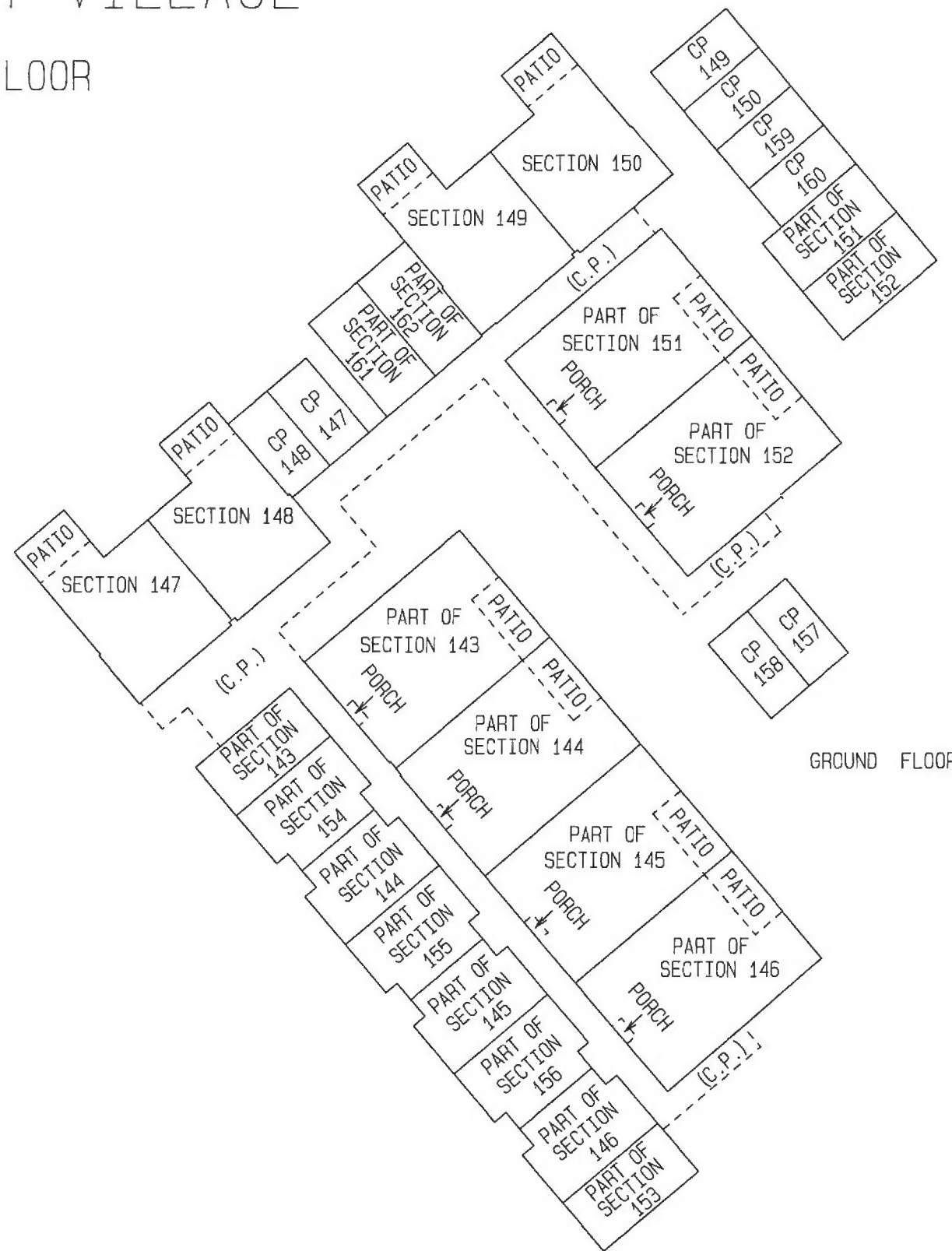
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PLAN E1
SCHONENBERG RETIREMENT VILLAGE

APARTMENT BLOCK 1 - GROUND FLOOR

EXCLUSIVE USE AREAS

SCALE: 1 / 300



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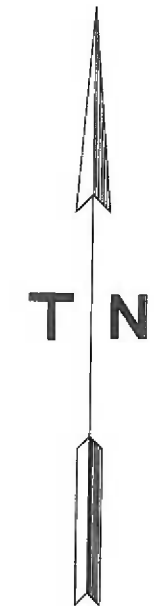
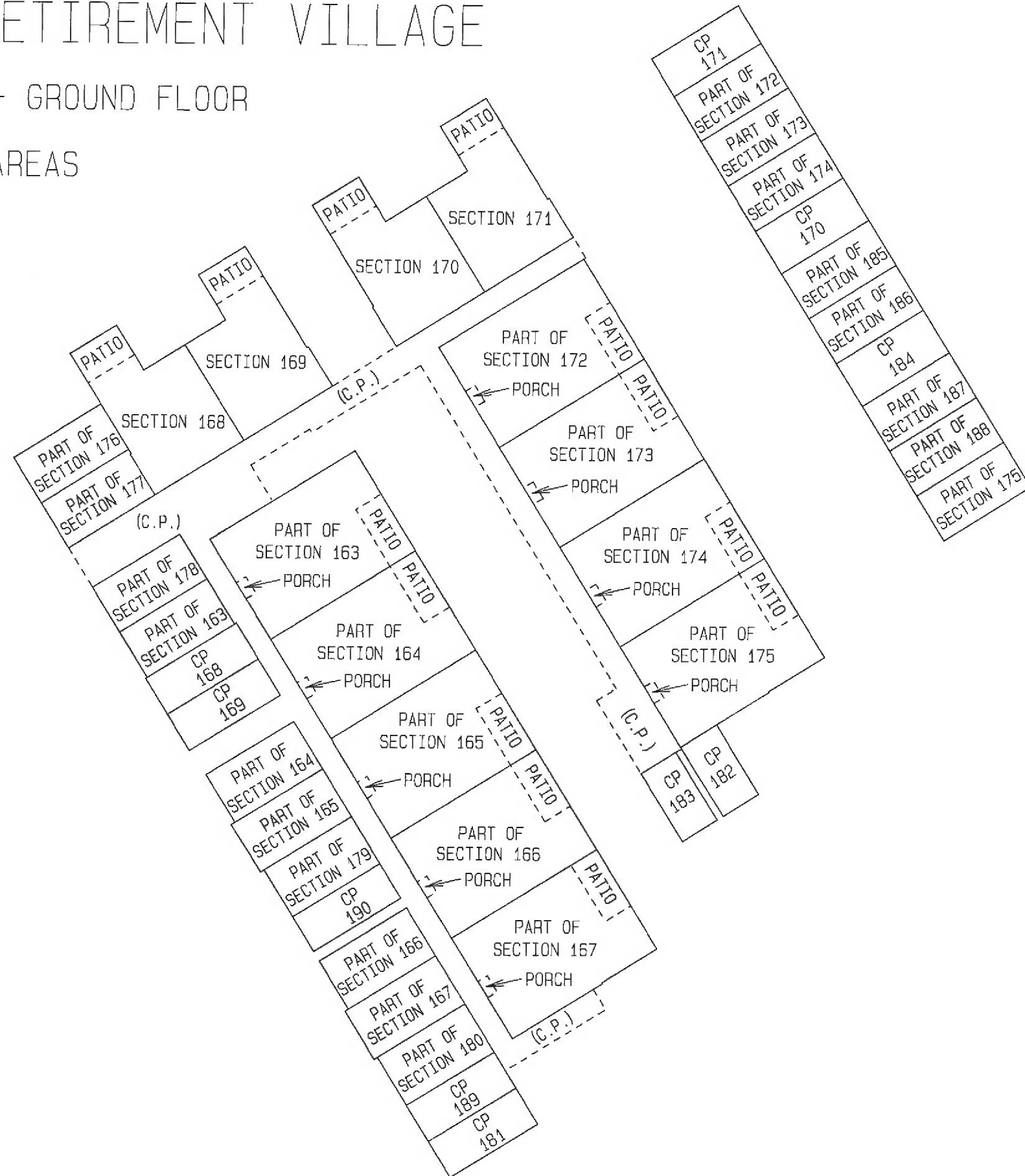
PLAN E2

SCHONENBERG RETIREMENT VILLAGE

APARTMENT BLOCK 2 - GROUND FLOOR

EXCLUSIVE USE AREAS

SCALE: 1 / 300



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**THE BODY CORPORATE OF THE
SCHONENBERG RETIREMENT VILLAGE
SECTIONAL TITLE SCHEME**

SS No. 658/2008

ARCHITECTURAL GUIDE LINES

in terms of Conduct Rule 4

1. Introduction

This document outlines the architectural and planning guidelines approved for the Schonenberg Retirement Village in the Schonenberg Estate. It contains all procedural, planning and aesthetic considerations required by owners wishing to implement improvements and upgrades of their property within the Schonenberg Retirement Village. The purpose of design guidelines is to protect and safeguard the environment, guide appropriate architectural character and protect the investment value of the development. The guidelines do not impose overly restrictive conditions but promote an overall design sensitivity whilst at the same time allowing flexibility for individual expression.

2. Architectural Elements

(1) Carports

Carports are only allowed at the Apartment Blocks. No carports may be erected on the common property driveways.

(2) Enclosures

The extent of partially enclosing patios and pergolas shall be as follows:

- (a)** 1 of 2 sides, or
- (b)** 2 of 3 sides.
- (c)** In the case of the 2 - bedroom apartments with only 1 open face no enclosure will be permitted and enclosures are not permitted for apartments on the second floor. A single drop-down blind will however be permitted, subject to certain conditions.
(For further clarity refer to photos number 1, 2, 3, 14 and 15).

The following methods of enclosing House Patios will be permitted:

- (d)** Glazed white epoxy aluminium screens.
- (e)** A door or sliding door may be installed at the end of the short side of the patio provided it matches the fixed panels of the enclosure.
- (f)** Top Roller Drop Awning.

- (g) White Timber lattice screening will only be allowed on the short side of patios of houses. The growth of vines and other selected creepers are encouraged.

(For further clarity refer to photos number 4 to 10).

(3) Coverings

The following coverings to Apartment Balconies, Courtyards and Patios of Houses will be permitted:

- (a) Patio Shade Pergola Retractable Awnings as per AA SHADES or equal and approved, in colours as per colour swatches available from the Manager's office.
- (b) Adjustable aluminium louvers by LUXIFLEX or equal and approved and installed by approved installers.
- (c) Corrugated metal sheeting to match mono pitched roofs of current homes.

(For further clarity refer to photos number 11 to 13).

(4) Security Measures

(a) Shutters

Shutters are only permitted on the inside of windows and doors.
(Visible sample: House No. 40).

(b) Security Gates

Security gates are permitted on the outside of front doors or where doors open inwards. In the case of doors opening outwards then gates are to be on the inside. *(The style and design of gates fixed externally are to be as per photo 21 and 22).* Any other type of gate requires the consent of the Trustee Committee.

(c) Burglar bars

Burglar bars must be discreet and internal to all windows. The designs must be rectilinear and not ornate. These are to follow the general geometry of the windows against which these are being installed. No scroll designs are permitted.

(For further clarity refer to photos number 23).

3. Landscaping and Landscaping Structures

The Landscaping has been carefully designed and laid out by the Landscape Architect in terms of the overall guidelines of the Estate determined in conjunction with the Local Authority.

(1) Changes

Changes to the initial layout of soft and / or hard landscaping are permitted upon the recommendation of the Landscaping Committee and approval by the Trustee Committee.

(2) Lawns, Trees & Planted Areas /Beddings

(a) Lawns

Cynodon grass is the indigenous and the preferred grass species. Kikuyu grass / artificial lawn will only be allowed if special authorization is granted.

(b) Trees

The planting of additional trees will be permitted. The specie and the position of planting of these trees must be done in consultation with the Landscaping Committee.

(c) Additional planting

No unauthorised changes to be made to the gardens without the recommendation of the Landscaping Committee and approval by the Trustee Committee.

(d) Succulents

Succulents are encouraged and preferred plants are to be used.

(e) Pots/plant holders

Pots and plant holders to be of natural form and size and have Terracotta coating or natural colours. Where plant holders do not conform to the regular aesthetics of the village residents may be requested to remove them. *(Please refer to photo 24).*

(f) Roses

No roses are to be planted in flower beds. Roses may be planted in a pot/plant holder and are the responsibility of the owner to maintain.

(3) Garden Enhancement Screens

(a) Wattle Pole Screens may be erected, the extent to be agreed upon in conjunction with the Landscaping Committee. The quality to be as per the sample referred to in the annexure to this document. *(Please refer to photo 25).*

(b) Timber Lattice Screens may be erected and will be allowed, as per sample photos. *(Please refer to photo 26 & 27).*

(4) Water Features

Water features are permitted using non-potable water. The design and extent must be agreed to by the Landscaping Committee. The water supply and electrical connection (if applicable) must be connected to the house of the resident requesting the water feature. All electrical connections are to be done by qualified electricians.

(5) Gazebo's

No gazebo's will be permitted.

(6) Pet Enclosures

(a) Pet enclosures, 650mm & 750mm High pet enclosures are to be of a picket type timber fencing painted green, all in accordance with the sample panels.

(b) Pet enclosures are not Exclusive Use Areas and shall not become a permanent feature and will be subject to a lease period and the conditions thereof. Upon the death of the pet or the homeowner selling the unit, then the enclosure is to be removed and the landscaping made good all at the expense of the owner or his or her estate.

(For further clarity refer to photos number 18 to 20).

(7) Garden Benches

Only timber benches made of Balau Hardwood or equal timber will be permitted. The design must be in accordance with the attached design / reference. The location in which the bench is to be placed is to be determined together with the Landscaping Committee.

(8) Statues

Statues or similar objects may only be placed in gardens with the initial approval of the Landscaping Committee and agreement from the Trustee Committee.

4 Additional Paved Areas

Additional paved areas of pavers equal in quality, colour and texture to the original pavers originally used in the villages, may be permitted with the recommendation of the Landscaping Committee. A request, in writing, together with an appropriate diagram will be required. Preferred pavers are Sandstone/Desert sand 440x440x40mm. Preferred edging is Sandstone/Charcoal cobbles 104x104x10mm.

5 Satellite Dishes

Satellite dishes are to be installed strictly in accordance with a detailed set of instructions which are available from the Manager. No TV Aerials may be installed.

6 Signage

House numbers and names: It is the responsibility of the trustee committee to maintain the numbering of each and every house and apartment with numbers which are uniform in nature.

Where a homeowner wants to add to the existing house number, a plaque or any other form of decorating object, permission in writing must be requested from the Manager.

7 Solar Panels, Air Conditioning Units and Heat Pumps

(1) Solar Panels

(a) Types & Positions. When applying to install a solar panel, the type and positions of such panels are to be clearly specified and its position together as to who will be doing the installation indicated on a drawing. Only qualified electricians will be permitted to undertake these installations.

(2) Air Conditioning and Heat Pumps

(a) Types and Position: When applying to install an air conditioning unit or heat pump, the type and positions of such units are to be clearly specified and its position together as to who will be doing the installation indicated on a drawing. Only qualified plumbers and electricians will be permitted to undertake these installations. The preferred height of the outside unit is below window level and all cables must be hidden in white ducting.

(b) Enclosure Screening: Air conditioning units and heat pumps are to be enclosed with timber screening uniform in colour and design as illustrated in the accompanying diagrams / pictures. *(Please refer to photo 28 & 29).* Enclosures may only be made and erected by the Retirement Village maintenance team.

8 Exclusive Use Areas

(1) Legal Requirements

(a) All Patios, Carports or Courtyards have been allocated to the respective owners as their exclusive use areas in the Schonenberg Retirement Village in terms of Conduct Rule 28 and as set out in Schedule A attached to the Conduct Rules.

(b) A special resolution of the members of the body corporate is required to amend the conduct rules to approve any additional exclusive use areas such as patios, carports or courtyards.

(c) A plan (to scale) of the relevant areas and a schedule of the allocation must accompany all such applications.

(d) After approval, the conduct rule will be filed in the office of the Ombud and once filed, the patios, carports or court yards will be the exclusive use areas of the owners of sections reflected on the schedule of allocation.

(2) Structures

(a) In terms of prescribed management rule 30(g)(i) no structure or building improvement shall be constructed or placed on an exclusive use area, without the prior written consent of the trustees, which shall not be unreasonably withheld.

(b) The provisions of section 24 and section 25 or other relevant provisions of the Sectional Title Act shall not be contravened.

- (c) All applications must include a plan showing the structure that is to be erected on the exclusive use area.
- (d) A building improvement constructed on an exclusive use area shall not amount to a new section or the extension of an existing section.
- (e) The following criteria in general will determine whether or not an enclosure is tantamount to the extension of a section or not:

	Exclusive use area	Extension of a section (or new section)
(i)	Building not habitable	Building is habitable
(ii)	Partial enclosure	Full enclosure
(iii)	Single walls	Cavity walls
(iv)	Paving/flooring normally found outside of a section	Flooring normally found inside sections
(v)	No ceiling	Ceiling
(vi)	Gap between the roof and the supporting walls	No gap between the roof and the supporting walls
(vii)	Materials used not similar to the material used in respect of sections	Material used the same or similar to the material used in respect of sections
(viii)	No fixtures and fittings, or as normally found outside sections	Fixtures and fittings of a type normally found inside a section
(ix)	No changes to wall or door of the adjacent section	Changes to the outer wall and door of the adjacent section

- (f) If the area amounts to the extension of the section, the extension must be approved by special resolution of the members in terms of section 24 of the Sectional Title Act and registered in the Deeds Registry.

9. Rainwater Harvesting

Rainwater harvesting is supported and encouraged, although in order to ensure that the Village retains its aesthetic appeal the following guidelines shall apply when installation of harvesting systems is considered:

(1) Application

An application for the installation of rainwater harvesting systems must be submitted to the SRV Manager and no implementation may proceed without approval from the Trustee Committee.

(2) General

The installation of rain water tanks must, where possible, be incorporated into the overall design of the house. The overall installation must be neat, aesthetically pleasing and acceptable. Where tanks are visible from outside the property, they should be concealed (covered/cladded) and or painted the same colour as the main colour of the house.

Original downpipes may be closed off, but may not be removed or altered without approval. Only vertical single freestanding tanks (*slim line preferred*) will be allowed. A maximum of two (2) tanks will be allowed. The capacity of a single tank may not exceed 2500 litres and the dimensional size may not exceed 1,5m diameter and 2,2m in height. Only Sand coloured, Beige or Grey coloured and corrugated iron finished tanks will be allowed.

All harvesting installations on the courtyard exclusive use area will require a formal application consisting of a proper to scale drawing or to scale sketch indicating the following:

- (i) The exact position of the tank(s) on a site plan.
- (ii) The position of downpipes, connections to the tanks and overflows on plan and on elevation for practical and aesthetics purposes.
- (iii) Notes showing size, dimensions, quantity and capacity of each tank.

The appearance of downpipes for harvesting must also not be aesthetically displeasing or undesirable when viewed from the outside. Suitable overflow/s must be provided for each harvesting installation, and these overflows may not be connected to or release water into the sewage reticulation system.

(For further clarity refer to photos number 30 to 33).

(3) Installations on exclusive use areas

(a) Courtyards

Installation of rainwater harvesting systems may be constructed in courtyards provided that the necessary consent has been given in terms of Management Rule 30(g).

(b) Patios

No harvesting systems shall be allowed to be installed on patios.

(4) Installations on the common property

Installations are considered as being attached to or on the common property in terms of Conduct Rule 9 (3) and may, with the written consent of the trustee committee, be placed on the common property.

Installations consisting of no more than two tanks may be placed on the common property adjacent to the building provided that it is concealed (covered/ cladded) and or painted the same colour as the main colour of the house.

Tanks installed by an Owner in terms of this rule shall be maintained by the Owner and kept in a clean and neat condition at his or her own expense.

If an Owner fails to maintain such tanks and any such failure persists for a period of thirty (30) days after the giving of a written notice to repair or maintain given by the Trustees, the Body Corporate shall be entitled to remedy the failure to do so and recover the cost of doing so from such Owner.

10. Costs and Levies

The Body Corporate is entitled to charge costs and or additional monthly levies for the following:

- (1)** Lease of Area for Pet Enclosure and the maintenance thereof
- (2)** Maintenance of structure or improvement that was erected on an exclusive use area.
- (3)** An additional levy shall also be payable to fund for the maintenance of tanks.

11. Plan Approval Process

The desire to effect improvements to any individual dwelling will be subject to the submission and approval of such a proposal to the Trustee Committee. The process for such a submission and its subsequent approval will be prescribed by the Trustee Committee.

The Trustee Committee are the initiators of such a process, which may be refined from time to time. Once approved by the Trustee Committee, such a submission may be subject to approval by the SHOA. Furthermore, a submission may be of such a nature that it will ultimately have to be submitted to the Local Authority for Approval. All such submissions will need to comply with the prevailing Sectional Title Act.

12. Builders, Contractors and Sub-Contractors Requirements

Builders, Contractors and Sub-Contractors are subject to a code of conduct. This code of conduct, as part of the constitution, as well as an undertaking that all the conditions of the Environmental Management Plan will be adhered to by all builders, contractors and sub-contractors. Owners, Contractors and Builders are obliged to pay prescribed building Control fees which are administered by the SHOA.

13. Window Tinting:

- (1)** Application in writing to the Trustee Committee for the consent thereof must firstly be obtained.
- (2)** The manufacturers of tinted foils have established a grading standard for the degree of tint (darkness) of foils from zero to 100% with zero being solid black and 100% being crystal clear. The standard for the SRV must be 35% or lighter and be non-reflective. Colour of tinting – 35% smoke grey and the recommended foils are solar safety window film. (*Visible samples: 2 windows at the club house*).

14. Contractors and Installers

A detailed list of contractors/installers and samples as specified in the guidelines are available at the manager's office.

15. Photos
Balcony and patio enclosures

Photo 1 – Apartment 15 balcony



Photo 2 & 3: Apartment 29 – Drop-down Blind – 1 open side



Photo 4: Unit 95 – Patio enclosed 2 of 3 sides



Photo 5 – Unit 81 – Patio enclosed 2 of 3 sides & drop blind on third open side



Photo 6 – Unit 69 – Patio enclosed 2 of 3 sides



Photo 7 – Unit 20 - Short side of patio enclosed with sliding door



Photo 8 – Unit 21 – 2 of 3 sides enclosed with door



Photo 9 & 10 – Unit 21 – 2 of 3 sides enclosed with door on short side

Photo 11 – Unit 94 Pergola on patio covered with white aluminium louvre



Photo 12 – Unit 83 – Corrugated roof covering over pergola on patio



Photo 13 – Unit 3 Pergola covered with corrugated roof sheets and ceiling added



Photo 14 & 15 – Unit 87 – Patio enclosed on 1 side (short side) with white timber lattice screen



Enclosed Court Yards



Photo 16 – Unit 122 -Partially enclosed Courtyard



Photo 17 – Unit 56 – Partially enclosed courtyard

Pet Fences



Photo 18 Pet fence - Unit 58 - 650 mm high Photo 19 Pet fence – Unit 93 - 750mm high



Photo 20 Unit 99 - Pet fence not allowed

Security



Photo 21 & 22 - Examples **Security Gates** (trellis doors only permitted on the inside)



Photo 23 - Unit 88 - **Clear burglar bars**

Examples of Garden Enhancement Screens and Terracotta Pots

Photo 24 – Example of permitted terracotta pots



Photo 25 – Example of wattle pole screens



Photo 26 & 27 – Timber lattice screens used as garden enhancements

Enclosures



Photo 28 – Air conditioner enclosure



Photo 29 – Specified Heat pump and air conditioner enclosure

Rainwater Harvesting Tanks



Photo 30 -Unit 95 Installation of 1000 litre tank – correctly installed down pipes and painted as per specifications (same colour as wall of unit)



Photo 31 of tank installation enclosed - permitted wood panels and permitted changes to down pipes



Photo 32 - unit 138 Example of two x 1000 litre tanks and permitted changes to downpipes (Photo taken before painting of tank/cladding)



Photo 33 - example of 1000 litre installed in Courtyard – unit 91 (Exclusive Use Area) – post consent at AGM or SGM (Photo taken before the tank was painted)

Photo 34 Example of **Key Safe** installed at front door

