

Annexure \_\_\_\_ to the Agreement of Sale

**CONDUCT RULES**

**OF PINE LAKE LIFESTYLE ESTATE SECTIONAL TITLE  
DEVELOPMENT SCHEME**

For the use and enjoyment of the Units and Common Property

Sectional Title Scheme

SS No:

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## **1. Introduction**

- 1.1. Pine Lake Lifestyle Estate (the “Estate”) is a community of people enjoying a safe environment and exceptional lifestyle. These rules are therefore for the benefit and protection of this community and their investment.
- 1.2. Where a dispute arises residents will be requested as far as possible to attempt in good faith to settle the matter between themselves.
- 1.3. The Trustees on behalf of the Body Corporate (the “Trustees”) have the right to impose fines, to be paid by the owner of the Unit, where rules are not adhered to. Where a fine is imposed it shall form part of the levy due by the owner.
- 1.4. Unless inconsistent with or otherwise indicated by the context, words and expressions defined in any of the statutes referred to in Rule 2.1, the Sectional Titles Act 95 of 1986, the Housing Development Schemes for Retired Persons Act 65 of 1988 or any regulations promulgated in terms thereof shall, when used in these Rules, bear the meaning assigned to such words and expressions in those statutes.

## **2. Effective date**

- 2.1. These rules are made in terms of Section 10(2)(b) of the Sectional Titles Schemes Management Act 8 of 2011 (“the Management Act”) read with regulation 9(1)(o) of the Housing Development Schemes for Retired Persons Regulations and apply from the date of establishment of the Body Corporate and apply to all owners, occupiers and visitors who are obliged to adhere to these rules.

## **3. Contravention of these rules**

- 3.1. Where there is a contravention of these rules by a person who gains access to the Estate with the authorisation of an owner or occupier then the owner or

occupier shall be deemed to be in contravention of such rule and the owner of the Unit shall be liable for any fine imposed.

#### **4. Peaceful enjoyment**

- 4.1. The owner, occupier or their visitors or any person in respect of whom they may have any vicarious liability, may not do anything nor create any nuisance which is likely to reasonably interfere with another person's peaceful enjoyment of their Unit or of the Common Property.
- 4.2. No owner or occupier may do anything which restricts an owner, occupier or lawful visitor's lawful use of the Common Property.
- 4.3. Residents shall not cause or permit any person to act in conflict with these Rules, or permit any act or event, which shall constitute or cause a nuisance or any inconvenience to other occupants or employees or agents employed by the Trustees or any person being lawfully on the premises.

#### **5. Estate Common Property**

- 5.1. The Body Corporate's Rules regarding the Common Property are as follows:
  - a. Community buildings, pools and facilities, as and when provided, are for the recreational use of Estate residents and their guests only.
  - b. Under no circumstances may Estate furniture be removed from the facility.
  - c. It is the duty of whoever uses the facility, to clear away all rubbish and to leave the place in a clean and tidy condition.
  - d. The facilities may not be used by anyone for financial gain and / or for political gatherings unless approved by the Trustees.
  - e. Children under the age of 13 years must be under adult supervision at all times.
  - f. No music may be played in the Common Property.

- g. The use of the communal buildings, pools and facilities must be done in such a way so as not to create an unreasonable nuisance or disturbance to other residents or Units in close proximity.
- h. The owner or occupier of a Unit shall not mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- i. The owner or occupier of a Unit may not interfere with or overload the electrical installations in the Estate nor cause damage as a result of bringing in items which due to their weight or size will overload or damage any floors, roads or structures in the Common Property.

## **6. Use of a Unit**

- 6.1. A Unit may be used for residential purposes only, with at least one adult occupier being over the age of 50 years at all times.
- 6.2. The owner or occupier may not allow *bona fide* guests who stay for free, to stay over in the Unit for more than 1 (one) month at any time (which prohibition shall include successive periods of occupation by such guests which effectively constitutes a continuation of such stay) without the prior written consent of the Trustees.

## **7. Occupation of a Unit**

- 7.1. The maximum number of persons allowed to reside at one time in one Unit shall not exceed the number of bedrooms in the Unit multiplied by two.

## **8. Sale and letting of Units and related matters**

- 8.1. Upon the sale, other alienation, letting, or the change in occupation of a Unit, and when any such information may change, the owner must provide the Trustees with the following particulars:

- a. the contact information of the new owner, lessee or other occupier, as the case may be;
  - b. the date of change of ownership or occupation, as the case may be; and
  - c. any further information or documentation reasonably required by the Trustees.
- 8.2. An owner must provide the purchaser, lessee or other occupiers of the Unit with a copy of these rules before such person(s) take occupation of the Unit.
- 8.3. All lessees and other occupiers of Units 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.

## **9. Attachments to Units**

- 9.1. Nothing may be placed on or attached to a Unit or any other structure, other than in accordance with prior written approval from the Trustees.
- 9.2. Any request for approval as referred to in rule 9.1 shall be in writing and shall be accompanied with a full description and / or drawing and / or plan as may be necessary to fully define the request.  
(This includes but is not limited to external air conditioning units, water tanks, timber decks, hot tubs, solar panels, awnings, jungle gyms, slides, swings, satellite dishes and aerials).
- 9.3 No such request shall be granted if the action in question shall constitute a contravention of the provisions of any Act.

## **10. Fences and screens**

- 10.1. Where additional fencing is required the style, type and position must be strictly in accordance with the Design and Architectural Guidelines (which will be determined by the developer (as defined in terms of the Management Act)

which Guidelines shall include determinations in respect of paint colours, roofing, paving, fencing, windows, doors and suchlike components and features) and no fencing or screening may be installed until the written approval of the Trustees has been obtained.

## **11. Garden sheds and Wendy Houses**

11.1. Freestanding sheds or Wendy Houses for tools or gardening equipment are prohibited.

## **12. Burglar guards / security gates**

12.1. No owner or occupier shall install any safety gate or insect screen on the exterior of their Unit or any burglar bars either internally or externally on their Unit except with the prior written approval of the Trustees.

12.2. Any request for approval referred to in sub-rule 12.1 shall be in writing and accompanied with a full description and / or drawing as may be necessary to fully define the request.

12.3. When granting such approval, the Trustees may prescribe any reasonable condition, including the condition that the nature and design are of a uniform nature and specification in accordance with the Design and Architectural Guidelines.

12.4. Where written consent as referred to in sub-rule 12.2 is granted, any such gate, burglar bars or screens must at all times to the satisfaction of the Trustees be maintained in a state of good repair.

## **13. Braais**

13.1. Braais must be supervised at all times whilst in use and cleaned as soon as practical after use.

13.2. Gas cylinders may not exceed 9 kilogram in mass.

13.3. Braais must be kept free of rust.

#### **14. Alterations**

14.1. An owner may not effect any alterations to their Unit without the prior written consent of the Trustees.

14.2. No owner will be allowed to make structural alterations, nor any other alteration or works which will have an impact on the structural integrity of their Unit, nor any which will affect the footprint, square meterage and / or façade of the buildings. Only alterations to the internal layout of the Unit will be considered by the Trustees.

14.3. Any request shall be in writing and must be accompanied with a full description and / or drawing and / or plan as may be necessary to fully define the request as well as any other information and documentation required by the Trustees. Any request also has to be strictly in accordance with the Design and Architectural Guidelines.

14.4. Upon receipt of the application, the Trustees must consider the application and inform the owner should they require any further documentation and / or information.

14.5. If considered necessary by the Trustees, the Trustees may consult with, and / or obtain a report or advice, from an architect, engineer, legal advisor, or other professional consultant regarding the proposed alterations. The costs of the consultations and / or reports will be recovered from the owner, provided that the Trustees shall first provide the owner with an estimate of the costs.

14.6. The Trustees may grant their consent, or refuse such consent, in which case the Trustees must give written reasons for their refusal.



- 14.7. The Trustees may attach reasonable conditions to their consent. The owner must confirm acceptance of the conditions attached to the consent of the Trustees and must also undertake to comply with the provisions of these Conduct Rules.
- 14.8. Where applicable, the owner must submit the building plans to the Municipality for approval. After approval by the Municipality, a copy of the approved building plans must be submitted to the Body Corporate.
- 14.9. No building or related work may be performed in or about the Unit outside the hours of 08h00 and 17h00, Mondays to Fridays or on Saturdays, Sundays or public holidays.
- 14.10. The Common Property must be kept clean, tidy and free of debris, building rubble, and other materials which must be removed as work proceeds. The Body Corporate's refuse bins may not be used for rubble or other building material dumping. No rubble or debris may be flushed into the toilets or other waste pipes in the Unit.
- 14.11. The work must be performed as far as possible with minimum disturbance, obstruction or nuisance to other owners or occupiers.
- 14.12. There shall be no obstruction or hindrance to other owners or occupiers and no building materials are to be placed on the Common Property.
- 14.13. The owner must ensure that contractors and / or other workers comply with these rules.
- 14.14. The owner and / or the owner's contractors must ensure adherence to all legislation, including but not limited to the Occupational Health and Safety Act, 85 of 1993, local municipality bylaws and the National Building Regulations and Building Standards Act 103 of 1977.

- 14.15. The owner and the owner's contractors must make provision for the safety of other owners, occupiers and visitors, including fire safety.
- 14.16. Where any works commence on a Unit before the Trustees have granted their consent or should the scope of any alterations materially change the Trustees may instruct the owner and / or the owner's contractor to stop work, until permission to continue with the work has been granted by the Trustees.
- 14.17. An owner who undertakes alterations shall be held legally and financially liable to any other owner or occupier and / or to the Body Corporate, for any damage or defects, structurally or otherwise, caused by an owner of a Unit or contractors to a Unit, exclusive use area, or other property of an owner or occupier of a Unit 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. The owner must indemnify the Body Corporate and the Trustees and the owners and occupiers of Units against any damages or defects or and any claims arising from work undertaken by the owner of a Unit or contractors to a Unit.
- 14.18. No request or application referred to in Rules 14.3 and 14.4 shall be granted if the action in question shall constitute a contravention of the provisions of any Act.
- 14.19 The Trustees may determine the amount and the conditions attaching to the payment of a deposit payable by an owner who requires consent to carry out any maintenance or building work of any kind on the inside or outside of his Unit.

## **15. Appearance of Unit**

- 15.1. The owner or occupier of a Unit shall not place or do anything on any part of the Common Property (including balconies, patios and gardens) which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when

viewed from the outside of the Unit, exclusive use area or anywhere on the Common Property of the scheme.

**16. Exterior Unit signage**

16.1. The owner or occupier of a Unit may not display a sign, notice, billboard or advertisement if at all visible from outside the Unit.

**17. Private garden maintenance**

17.1. Every owner or occupier shall be obliged to maintain their specific property (including an exclusive use area linked to the Unit) to the standards as determined from time to time by the Body Corporate.

**18. Refuse and waste disposal**

18.1. The owner or occupier of a Unit may not leave refuse or other materials on the Common Property or in a way or place likely to interfere with the enjoyment of the Common Property by another owner or occupier.

18.2. Unless the Body Corporate determines an alternative way to dispose of refuse, the owner or occupier of a Unit must keep a wheelie bin for refuse in a clean and dry condition in their property, or on a part of the Common Property designated by the Trustees for that purpose.

18.3. The owner or occupier of a Unit must

- a. move the wheelie bin to the places designated by the Trustees for collection purposes at the times designated by the Trustees and promptly retrieve it from the collection point; and
- b. ensure that, in disposing of refuse, they do not do anything which could adversely affect the health, hygiene or comfort of the owners or occupiers of other Units.

## **19. Garden refuse**

- 19.1. Garden refuse of an owner or occupier must be removed and disposed of off-site and may not be disposed of within the municipal domestic bins.

## **20. Removal / cutting down of trees**

- 20.1. The removal of or cutting down of trees is not permitted without the prior written consent from the Trustees. Any requests for the removal of trees or shrubs must be made in writing to the Trustees for consideration.

## **21. Storage of flammable materials**

- 21.1. Subject to sub-rule 21.2, the owner or occupier of a Unit may not, without the Trustees' written consent, store a flammable substance in a Unit or on the Common Property unless the substance is used or intended for use for domestic purposes.

- 21.2. This rule does not apply to the storage of fuel or gas in:

- a. the fuel tank of a vehicle, boat, generator or engine; or
- b. a fuel tank or gas cylinder kept for domestic purposes.

## **22. Eradication of pests**

- 22.1. The owner or occupier of a Unit must keep the Unit free of wood-destroying insects, including white ants and borer beetles.

- 22.2. The owner or occupier of a Unit must allow the Trustees, the Managing Agent, or their duly authorised representatives to enter the Unit on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.

22.3. The Body Corporate shall be entitled to recover the costs of the inspection, eradication and replacement referred to in sub-rule 22.2 from the owner of the Unit.

### **23. Vehicles, parking and use of roads**

23.1. The owner or occupier of a Unit may not, except in a case of emergency, without the written consent of the Trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any garden part of their Unit nor on any part of the Common Property other than a parking bay allocated to that Unit.

23.2. Visitor parking bays may only be used by visitors to the Estate and are not for use by the residents of the Estate.

23.3. Residents of Units shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid on the Common Property or in any other way deface the Common Property.

23.4. Residents shall not be permitted to dismantle or effect major repairs (including oil changes) to any vehicle on any portion of the Common Property.

23.5. No motor wrecks may be kept on the Estate.

23.6. Vehicles may not be driven at a speed in excess of 15km per hour within the Estate.

23.7. Any accidents or collision on the Estate involving any damage to persons or property must be immediately reported to the security office and are reportable to the police.

23.8. Pedestrians must be given the right of way on the roads within the Estate.

- 23.9. No person shall drive any vehicle upon any place within the Estate unless he or she is the holder of a valid driver's licence.
- 23.10. Driving any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is strictly prohibited.
- 23.11. The use of car hooters within the Estate (with the exception of an emergency) is prohibited.
- 23.12. Unless parked or stored in a garage, no caravan, boat or trailer may be parked in the Estate without the written permission of the Trustees. Such permission will only be given if such item can be situated in a designated area, if available.
- 21.13. Skates (skateboards, in-line skates, roller blades, roller skates, non-motorised scooters etc.) may not be used within the Estate.

## **24. Laundry**

- 24.1. Items of washing must not be visible from the roads or other Units and must be screened from the direct view of neighbours and on a washline as per the Design and Architectural Guidelines.

## **25. Dogs**

- 25.1. Residents are NOT allowed to keep dogs of any size or breed in any Unit that does not have its own effectively fenced exclusive use garden area.
- 25.2. Owners or occupiers of Units with an exclusive garden area may apply in writing to the Trustees to keep no more than two dogs in a Unit. This application must include the following:
- a. The breed of dog;
  - b. Whether the dog is spayed or neutered, as the case may be;

- c. The size and weight of the dog;
  - d. Whether any previous complaints about any incidents and / or incessant barking have ever been received; and
  - e. Whether the dog has ever bitten a person or another animal.
- 25.3. The Trustees must provide their written consent before an owner or occupier may keep a dog in their Unit. The Trustees may attach reasonable conditions to their consent. The owner must confirm acceptance of the conditions attached to the consent of the Trustees and must also undertake to comply with the provisions of these Conduct Rules.
- 25.4. Where any new dog is bought into a Unit the owner or occupier of the Unit shall before doing so apply in terms of sub-rule 25.2. and receive the written consent of the Trustees before bringing the dog onto the Estate.
- 25.5. Dogs larger than 450mm high at the shoulder (when fully grown) are prohibited in Estate.
- 25.6. No more than two dogs are allowed per Unit.
- 25.7. At the sole discretion of the Trustees, certain breeds of dogs will not be allowed on the Estate, including but not limited to any breed of Pit Bull, Bully XL, Staffordshire Bull Terrier, Rottweiler, Alsatian, American Bull Dog, Doberman, Presa Canario, any other breed of Bull Terrier, or any cross breed of these breeds.
- 25.8. Dogs shall not be permitted on the Common Property unless carried or leashed and must at all times be under the control of its owner.
- 25.9. No dogs will be allowed in the lakefront area of the Estate at any time.
- 25.10. No dogs are permitted in the swimming pool areas, tennis courts, tenpin bowling and games room, mini golf area, trampoline area, the Lakeview Conference Centre and the Piazza.

- 25.11. Owners of pets shall be responsible for the immediate removal of excrement left on the Common Property, including but not limited to the lawns, garden areas, pathways and roads.
- 25.12. Owners shall ensure that exclusive use garden areas containing a dog or dogs are cleaned daily.
- 25.13. All dogs of mature age must be sterilised and the Trustees may request proof of this, whereafter the owner or occupier must provide same within 7 days of request.
- 25.14. Any dogs not registered with the Trustees will be considered as stray and will be removed from the Estate. No visiting dogs are allowed.
- 25.15. Within reason, dog owners will be required to take reasonable steps to curtail unwarranted barking or barking causing a nuisance to residents of the Estate.
- 25.16. Permission to keep a dog may be withdrawn for the following reasons:
- a. Should their dog be found wandering around the complex unattended and not on a leash.
  - b. Should the dog be found fouling the Common Property and not cleaned by the owner.
  - c. Should complaints be received about the dog causing a disturbance or nuisance.
- 25.17. Owners will be liable to pay for any damages caused by their dogs.
- 25.18. All dogs are to be collared and have an identification tag with the owner's telephone number and Unit number.
- 25.19. Local Authority by-laws relating to pets must be complied with (i.e. licensing / inoculations).



25.20. The Trustees may withdraw consent to keep a dog if the owner or occupier of a Unit breaches any condition imposed or any of the rules above.

25.21. An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the Trustee's consent to keep that animal in any Unit and to accompany them on the Common Property.

## **26. Birds**

26.1. On written application to the Trustees, only small, caged birds will be allowed subject to not more than two birds per cage and a maximum of one portable cage per Unit.

26.2. The Trustees must provide their written consent before an owner or occupier may keep a bird or birds in their unit. The Trustees may attach reasonable conditions to their consent. The owner must confirm acceptance of the conditions attached to the consent of the Trustees and must also undertake to comply with the provisions of these Conduct Rules.

26.3. Owners will be liable to pay for any damages caused by their birds.

26.4. Any bird being on the Estate in contravention of these rules shall be removed forthwith on notice from the Trustees and / or Managing Agent.

26.5. The Trustees may withdraw any consent if the owner or occupier of a Unit breaches any condition imposed or any of the rules above.

## **27. Fish, reptiles and other animals**

27.1. Fish in a small aquarium or fishbowl kept within the Unit are permitted.

- 27.2. Cats, pigeons, poultry, peacocks, wild animals, livestock, rabbits, rodents, snakes, reptiles are strictly prohibited on the Estate.
- 27.3. Any animal or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the Trustees and / or Managing Agent.
- 27.4. It is forbidden to slaughter any animal, bird or reptile on the Estate.

## **28. Business and other activities**

- 28.1. No business, profession or trade may be conducted on or from the Common Property or in or from any Unit without the prior written approval of the Trustees. Working from home which involves no other third parties attending the Unit is allowed.
- 28.2. No auctions or jumble sales may be held on the Common Property or in any Unit without the prior written permission of the Trustees.
- 28.3. Hobbies causing a disturbance or nuisance are prohibited.
- 28.4. For the avoidance of doubt, it is provided that no Bed and Breakfast, Guesthouse and similar businesses may be conducted in respect of any housing Unit unless excluded from the operation of the restrictions in terms of the Retired Persons Act.
- 28.5. Subject to the provisions of Rule 8, no Unit may be let for a period shorter than 12 (twelve) months.

## **29. Children**

- 29.1. Parents are responsible at all times for the safety and supervision of their children.

- 29.2. The Body Corporate accepts no responsibility or liability in respect of injuries to children playing in the Estate.
- 29.3. Residents and visitors shall ensure that children do not cause damage to the Common Property, other Units and / or inconvenience and distress to other residents.
- 29.4. Children are not allowed to play near or around motorcars parked on the Common Property. The parents of children will be responsible for any damage sustained to vehicles or other owners or Common Property by the children.
- 29.5. When playing on the Common Property, children may not damage the lawns, plants or flowers.
- 29.6. No airsoft guns, paintball guns, ketties, slingshots, pellet guns or similar devices are allowed to be used in the Estate.

### **30. Employees of residents**

- 30.1. Prior to being engaged to work in the Estate, the owner or occupier shall apply for registration of any proposed permanent or part-time employees, including but not limited to carers, general assistants, cleaners, gardeners, etc.
- 30.2. Such application shall be in writing and accompanied by each employee's I.D. book / card or driver's licence.
- 30.3. Registration will be subject to clearance by security, and may be withdrawn at any time, provided the reasons for such withdrawal are provided in writing.

### **31. Smoking, alcohol and illicit substances**

- 31.1. Smoking shall not be allowed in or around the swimming pool areas, tennis

courts, tenpin bowling and games room, mini golf area, trampoline area, the Lakeview Conference Centre and the Piazza or in or around any similar Common Property.

31.2. The consumption of alcohol is prohibited on the Common Property.

31.3. No illegal substances may be kept or used in Units nor on the Common Property.

31.4. Any transgression will be reported to the relevant authorities.

## **32. Liability for damages and costs**

32.1. If an owner or occupier of a Unit or the invitees of the owner or occupier of a Unit cause/s damage to the Common Property, the owner of the Unit concerned shall be liable to the Body Corporate for the damage caused and for the costs of repairs.

32.2. An owner is liable for and must pay to the Body Corporate all reasonable legal costs on an attorney and client scale and disbursements 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 the Management Rules, the Conduct Rules or the Act.

## **33. Written notices by or on behalf of the Trustees**

33.1. A written notice by or on behalf of the Trustees in terms of these rules shall be in such format as the Trustees may from time to time determine . A written notice by or on behalf of the Trustees must be signed by two Trustees or one Trustee and the Managing Agent or by a Trustee or the Managing Agent to whom such power has been assigned in terms of the Management Rules.

- 33.2. A written notice sent in accordance with these rules to an owner or occupier of a Unit, will be regarded as having been properly delivered, if:
- a. delivered to the owner of the Unit by hand to their service address, in which event it shall be regarded as having been received on the date of delivery; or
  - b. delivered by e-mail to the owner of the Unit's e-mail address in which event it shall be regarded as having been received on the date of transmission.

#### **34. Levy payments**

- 34.1. Owners are required to pay levies in full and in advance by the 1st day of each month.
- 34.2. Where an owner is in arrears at the 7th day of the month, such owner shall pay interest, at 3% above the then prevailing prime overdraft rate of the Standard Bank of South Africa, and such interest shall be applied to the full amount overdue, from the 1<sup>st</sup> of the month up to and including the date of payment.
- 34.3. Owners still in arrears at the end of a month may have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs (including all legal costs on an attorney and client scale) incurred by these proceedings and all additional interest up to the date of final settlement shall be for the owner's account.
- 34.4. Should an owner, due to exceptional circumstances be unable to pay any amount due to the Body Corporate, such owner may apply in writing to the Trustees and / or Managing Agent for relief with a request for special consideration and / or temporary relaxation of the above rules, which consideration and any decision resulting therefrom shall be entirely at the discretion of the Trustees or Managing Agent.

- 34.5. All debts (of whatsoever nature including but not limited to interest, fines, collection fees and charges payable in terms of these rules) due by an owner to the Body Corporate shall be included in the levy account and deemed to be part of the levy due by the owner and subject to the rules applicable to levies.
- 34.6. Levy amounts may not be reduced either against real or perceived, partial or non-provision of services or for any other reason unless previously discussed with and sanctioned by the Trustees in writing.

### **35. Fines and penalties**

- 35.1. The Trustees or the members in general meeting may determine fines and penalties to be imposed on owners and occupiers who fail to comply with any of the Conduct Rules or the Management Rules, which fines and penalties must comply with the provisions of this Rule 35. Fines and penalties determined by the members in general meeting shall supersede fines and penalties determined by the trustees for the same offence or transgression.
- 35.2. The fines and penalties may not exceed the applicable monthly levy of the Unit concerned.
- 35.3. The fines and penalties must be for specific amounts related to specific transgressions of the rules.
- 35.4. No fines or penalties may be imposed on an owner or occupier, or any action taken against an owner or occupier unless a fair and equitable procedure has been followed allowing the member / owner the opportunity to make representations.
- 35.5. Any decision by the Body Corporate to impose a fine or penalty must provide for the following:-

<b>First transgression notice</b>	<b>Second transgression notice</b>
The notice must be in writing to the owner or occupier	The notice must be in writing to the owner or occupier
Explain transgression (offence)	Explain transgression (offence) – relates to the same offence as a first offence
Advise to stop	Advise to stop
Give timeframe	Give timeframe
Owner or occupier may dispute offence	Owner or occupier may dispute offence
Meet with the board of Trustees	Meet with the board of Trustees
No fine may be imposed	Fine may be imposed

**36. Loss and / or damage, further conditions and consent**

36.1. The Body Corporate shall not be liable for any loss and / or damage the owner or occupier of a Unit may suffer arising from or in connection with the availability or interruption of electric current, gas, water, sewer and refuse removal and any other utility services.

36.2. The Body Corporate may by ordinary resolution prescribe such conditions as may in their sole discretion be deemed necessary or expedient for the developer and the Body Corporate to manage, control or prohibit the letting or granting of a right of occupation in respect of any Unit so as to ensure that the Body Corporate will at all times have record of and effective control over

tenants and occupiers who are not registered owners for amongst others securing uniformity in procedures and a high standard of service in the development scheme, and to recover the reasonable costs associated herewith.

- 36.3. The Trustees may at their absolute discretion withhold or refuse any approval or consent required to be given by them provided for in terms of these Conduct Rules and the Trustees may otherwise make any consent or approval subject to such terms or conditions as they may regard necessary or expedient in their absolute discretion.

### **37. Disclaimer**

- 37.1. All persons entering the Common Property of the Body Corporate shall do so at their own risk. An owner or occupier of a Unit 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.

### **38. Power generators and solar panels**

- 38.1. No member or occupier shall be allowed to use any power generators in the estate.
- 38.2. The provisions set out in Rule 14 shall apply *mutatis mutandis* to the introduction and installing of solar panels within the Estate.

### **39. Security arrangements**

- 39.1. The Trustees shall be entitled to introduce, manage and enforce all such security and access and egress control measures as they may deem necessary or expedient and all owners, occupiers and visitors shall be required to comply with all rules and arrangements determined by the Body Corporate for these purposes, which may include the furnishing of information about the identity of the person entering or leaving the estate,



particulars of the vehicle used for entering the estate, the application of fingerprint, facial or other recognition techniques and prohibiting any person from entering the estate or to make such entry subject to such conditions as the Trustees may deem necessary or expedient.

#### **40. Overriding provisions**

- 40.1. The terms of these Conduct Rules must be read with the terms of the Management Rules, the applicable provisions of the Housing Development Schemes for Retired Persons Act, 56 of 1988, the Management Act and the regulations promulgated in terms of these Acts. To the extent that the aforesaid statutory provisions are more onerous than the provisions set out in these Rules, such other provisions shall be given effect to and apply and to the extent that these Rules may be at variance with any such statutory provisions, the statutory provisions concerned shall prevail.