

Annexure "D" - Conduct Rules

**SIERRA VIEWS SECTIONAL TITLE
DEVELOPMENT**

C O N D U C T R U L E S

1. EXTERIOR OF LIVING UNIT

- 1.1 No alterations or additions of whatsoever nature to the exterior of the living unit may be effected without the prior written consent of the Trustees acting on behalf of the Body Corporate for this sectional title scheme. After consent for an alteration or addition has been given, this shall also be the norm for the other units.
- 1.2 No air conditioning units may be affixed to the exterior of a unit without written consent of the Body Corporate.
- 1.3 General maintenance to the exterior of a unit has to be approved in writing by the Trustees.
- 1.4 The consent of the Trustees is required before any antenna or television dish may be affixed on the roof or any other exterior part of the unit, which may not be removed at any later stage, once affixed.
- 1.5 An owner or occupant of any unit may not execute any action in his unit or on the common property which may result in an increase of the insurance premiums payable by the body corporate.

2. BURGLAR BARS AND GATES

- 2.1 The pattern of burglar bars at the windows and safety gates should match existing patterns and installation is subject to prior written approval of the trustees.
- 2.2 The burglar bars shall be affixed on the inside of a unit.
- 2.3 The burglar bars at windows and the safety gate/s shall be coated with epoxy matching existing colors.

3. COMMON GARDEN AREA

- 3.1 The trustees are to maintain all lawns, shrubs and trees.
- 3.2 Every occupant should as far as possible ensure that members of his family, guests and other people do not damage the lawns, shrubs, trees, lights, benches and all other items or fixtures for the communal benefit of all in the scheme. Any person who damages the common property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.
- 3.3 An owner or occupant may not remove or transplant any plant, shrub or tree on the common property without the written consent of the garden committee (or trustees in the event a garden committee has not been established.)

4. OCCUPATION OF UNIT

- 4.1 The maximum number of persons who may occupy any unit permanently in the case of a 2 (TWO) bedroom unit, are limited to 4 (FOUR) persons. Where a legal entity owns a unit, the unit may be occupied by a person or persons nominated from time to time, subject to the written approval of the Trustees. This permission may not unreasonably be withheld.
- 4.2 An auction may not be conducted on any part of the property, nor any advertisement be erected inside or outside the building, on the common property or on any allocated parking.
- 4.3 No article or object may be left or stored on the common property or any other allocated parking without the prior written consent of the Trustees.
- 4.4 A tent or any other construction may not be erected on the common property or on any allocated parking.
- 4.5 A unit may only be utilized for residential purposes.
- 4.6 No business or trading may be conducted from a unit, except with the written permission of the trustees.
- 4.7 No store room may be utilized for residential purposes.

5. REFUSE OR REFUSE REMOVAL

- 5.1 No refuse or refuse bags will be permitted on the common property or anywhere where it is visible, and should be placed out in the bins on the refuse disposal area to be removed .
- 5.2 When refuse bags are moved to the refuse disposal area, it has to be placed in the holders.
- 5.3 Refuse should be placed in plastic bags and thoroughly closed.

6. MOTOR VEHICLES, PARKING AND ROAD USAGE

- 6.1 The maximum number of cars allowed per Unit is 2 (TWO) although only 1 (ONE) parking bay will be allocated to each Unit. The second car may only be parked on an available Visitors Parking Bay, on a first come basis, once the Unit's allocated parking bay has been taken up.
- 6.2 Vehicles may not be parked in front of other occupants' vehicles, parking bays and garages.
- 6.3 No double parking will be allowed.
- 6.4 No racing of vehicles, motorcycles or bicycles will be allowed on the common property.
- 6.5 The speed restriction on the terrain of the scheme is 15 (fifteen) kilometers per hour.
- 6.6 The trustees have the right to demarcate by yellow lines where parking is prohibited.
- 6.7 The use of soap box carts, skate boards, roller skates etc. are strictly forbidden.
- 6.8 No caravan, boat, trailer, or any other similar or commercial vehicle may be used or parked on the common property or be parked in front of houses except for normal pick-up vans (i.e."bakkies") are however allowed.
- 6.9 Motor vehicles should be parked pointing in the direction of traffic flow. It should furthermore be parked in such a manner that it will not cause any discomfort for other inhabitants or road users.
- 6.10 Any person contravening any of the above rules, shall first receive a written warning before a fine may be imposed as per the provisions hereinafter. Should

the trespasser be a guest of an inhabitant, the trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests, whilst this reservation does not impinge on any other rights which the trustees may have against such trespasser or inhabitant.

7. MOTOR WRECKS, REFUSE, REPAIRS, ETC.

- 7.1 No motor vehicle may be stripped, dismantled or major repairs be effected to a motor vehicle on the common property, or any other allocated parking or in the unit.
- 7.2 No refuse, motor wrecks etc. may be left or parked on the common property or on the allocated parking.
- 7.3 Should any inhabitant contravene sub-rule 7.2, the Trustees may request the owner in writing to have the objects removed within 10 (ten) days from the date of the letter. Should he fail to remove the objects timeously, the Trustees may have it removed on the trespassers' account and reserves the right to penalize the trespasser as elsewhere provided for herein.
- 7.4 No owner or inhabitant or their guest or visitor, may cause engine noise by "revving" a vehicles' engine.
- 7.5 It is strictly forbidden to use a vehicles' hooter.
- 7.6 No motor bikes without sound bafflers allowed

8. WASHING AND WASHING LINES

- 8.1 Washing may only be hung on the washing lines provided for or on standing dry racks on the balcony, but nowhere else. Under no circumstance may it be hung in front of or outside windows or over balcony rails.
- 8.2 Washing should be removed from the communal washing lines as soon as it is dry, in order that other occupants may also have the use of the lines.

9. CLEANLINESS

- 9.1 No objects may be placed on the window sills and balcony rails.
- 9.2 No cigarette butts, paper, etc. may be thrown out of the flats or from balconies.

10. SILENCE

- 10.1 Silence should be kept during the following hours:-

Mondays to Thursdays:	from 22h00 to 08h00
Fridays and Saturdays:	from 24h00 to 08h00
Sundays:	from 13h00 to 16h00 and from 22h00 to 08h00
- 10.2 The owner or occupier of any section shall not play or cause or permit to be played, any radio, television set, tape or other recording, amplifier or any musical instrument in or about the building in a manner or at a time which may result in the disturbance to any other owner or occupier or to any other person within the section.
- 10.3 The volumes of sound arising in and around a unit, from whatever sources including radios, television sets, human voices, instruments, tools or telephones

shall be on such a level so as not to be heard by adjoining units. No noise or loud music is allowed unless prior permission has been received from your immediate neighbours and the trustees.

- 10.3 Mechanical maintenance work, including the use of power-saws, drills, lawn mowers and similar tools, is permitted only between the following hours: Mon – Fri 7h30 -18h00; Sat 9h00 – 1 pm and not on a Sunday or public holiday.

11. DOMESTIC SERVANTS

- 11.1 No domestic servants (chars etc.) may sleep in or over.
- 11.2 The occupiers of units are liable for the conduct of their visitors, contractors and employees, and shall ensure that such persons adhere to these rules.
- 11.3 Employees shall not congregate or loiter in the roadways, sidewalks or other open spaces in the complex.
- 11.4 Employees are required to be registered with the trustees by each owner or occupier who is an employer of domestic servant. A copy of the employees Identity Document physical address, contact numbers and which unit he/she is working at shall be kept on file with the trustees. Thereafter each employee shall be required to sign in at the gate with the security guard on duty on a daily basis, where he/she shall be required to produce their Identity Document for verification. Each employee shall receive an ID access card as well.
- 11.5 The trustees reserve the right to take steps to refuse access to any employee of a resident in the complex should the above not be complied to by the owner or occupiers of a unit.
- 11.6 Tenants, occupants, residents, visitors and employees are to ensure that the privacy of others is not infringed upon in any way whatsoever

12. CHILDREN

Occupants are to see to it that their children or visitors or guests do not damage the common property or the property of other occupants or garden areas, for instance tamper with post boxes, plants, taps, water hoses and lights etc. Children are to be supervised at all times and may not cause a disturbance by screaming and running around the common property or in any other way.

13. ANIMALS

- 13.1 An occupant may keep animals as pets in their units, but only on condition that such pets do not create nuisance to other occupants, for instance by barking or walking around unattended, subject to the written approval of the trustees and a completed application form with all supporting documents being submitted.
- 13.2 The following types of dogs are however not allowed:-
- 13.2.1 Bull dog; Bull Mastiff, German Shepherd; Dobermann, Bull Terrier, Rotweiler and Labrador; as well as;
- 13.2.2 Any dog taller than 40 (forty) cm, measured from the ground to the middle of the back.
- 13.3 Dogs may only be kept within the living unit.
- 13.4 When a dog is taken outside a living unit, it should be on a leash and under the control of an adult person.
- 13.5 Should a dog defecate on the common property or on any other owners' property, the owner of the dog should remove the faeces immediately.
- 13.6 No cages or kennels or any other pet housing are allowed where it is visible from the common property or the allocated parking.

- 13.7 No dogs are allowed on a temporary basis.
- 13.8 No dogs belonging to visitors are allowed on the premises.
- 13.9 Should a pet make a nuisance of itself or the owner fails to adhere to any of the terms of this rule 13 to include the fact that there has not been applied for the keeping of a pet as per the pet application form, which may be amended by the trustees from time to time, the trustees may serve a written warning on the owner. Should the owner fail to give the required attention and adhere to the complaint within 10 (ten) days of the date of notice, the trustees will have the right to have the culprit animal removed without any further notice at the expense of its owner and reserves the right to impose a fine as provided for hereinafter.

14. MONTHLY CONTRIBUTIONS / LEVIES

- 14.1 All levies are payable in advance by the owners and are to be paid before or on the 7th (seventh) day of every month.
- 14.2 Should an owner be in arrears with any payment, he may be given a written warning to pay the arrears amount within 10 (ten) days of the date of the letter. Should he still not adhere to the demand in full, within specified period, the trustees shall have the right to:-
 - 14.2.1 Instruct a Debt Collector or an attorney to take further legal steps and sue the owner for arrears contributions or any other amounts due and owing by the owner to the trustees or the home owners association in terms of Rule 31 (4), (5) and (6) of the Standard Management Rules, Annexure 8 to the Regulations to the Sectional Titles Act, 198 as amended and/or any other law or rule.
 - 14.2.2 Interest on the arrear amount will be charged at prime lending rate plus 6 (SIX) percent per annum, from date the amount became due until full settlement of the arrear amount, both days included.
 - 14.2.3 Should any debt collecting- and/or legal steps be taken against the owner, as referred to in sub-clause 14.2.1 above, in order to collect the arrears amounts, all costs, fees and expenses incurred will be will be for the account of the owner.
- 14.3 Should an owner require duplicate statements of accounts, he will be liable for the costs thereof.

15 LETTING OF UNITS

All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit, are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The obligation remains with the owner to ensure all tenants have a copy of the rules and signs the same.

16 SECURITY

- 16.1 Security protocol and requirements at the gate at the entrance to the complex, shall be adhered to at all times.
- 16.2 All attempts at burglary or instances of fence jumping or breakage, must be reported in writing to the trustees and a member of the security staff as soon as is reasonably possible.
- 16.3 The installation of security systems in individual units is permissible. It is of the

utmost importance however, that occupants inform and leave contact details with their neighbors and a trustee or the security company, if they are going to be away for any length of time. In this way, extra patrols can be organized for a particular unit and if the alarm is activated, it can be monitored and the owner/occupant concerned contacted.

16.4 Where possible, the security center at the gatehouse shall be advised in advance of the pending arrival of any contract workers, deliveries or visitors.

16.5 All residents shall ensure that their visitors adhere to the security protocol of the

17. PENALTIES SCHEDULE OF FINES

17.1 The trustees have the right to enforce the schemes' rightful interests and may impose the following fines if it is found that any owner/occupant are liable for a fine after the following procedure has been followed:-

17.2 If any owner is in breach of any of the rules and/or a complaint/s have been received by the trustees, the transgressor and registered owner, if not the occupant, will receive a written notice pointing out clearly that his/her conduct is in breach of a specified rule of the scheme. This notice will be hand-delivered or sent by pre-paid registered mail and at a rate of R 57,00 to be amended from time to time to the expense of the transgressor.

17.3 The first letter addressed to the transgressor and / or the owner, shall serve as a first warning that he/she has breached a rule and that a fine shall be imposed if the person persists in breaking such rule/s.

17.4 If the transgressor persists with the conduct and/or neglect in contravention of that particular or any other rule/s, the trustees shall send a second notice in the same way as referred to in 17.2 above, and invite the person/s to a meeting with the trustees nominated trustees with the view to explain or defend his/her actions.

17.5 A meeting shall be scheduled, with due notice to the transgressor to prepare, to state his/her side of the matter and may be allowed to call witnesses in his/her support and be allowed to cross-examine the trustees' witness/es.

17.6 The trustees, in their sole and absolute discretion, will evaluate the evidence in the absence of the accused, consider all circumstance and make a final decision as to whether or not impose a fine on the transgressor.

17.7 The schedule below will serve as an initial guideline as to the schedule of offences, which schedule may be amended and/or altered from time to time, in the sole and absolute discretion of the trustees. The fine amounts shall be added to levies issued for the month in which such fine was imposed and each subsequent warning letter will be addressed to the transgressor at R 57,00 (as amended from time to time) per letter.

17.8 OFFENCE- PENALTIES (over and above cost of letter)

17.8.1 Parking of vehicles, trailers, etc illegally / improperly on common areas:
(Fines may vary between R 100 – R 250)

17.8.2 Excessive noise:-
(Fines may vary between R 100 – R 500)

17.8.3 Hanging of washing on windows, walls, etc:-
(Fines may vary between R 100 – R 250)

17.8.4 Speeding / Dangerous and reckless driving
(Fines may vary between R 150 – R 1000)

17.8.5 Not stopping at gate and tailgating
(Fines may vary between R 150 and R 1000)

17.8.6 Abuse / Assault / Harassment of security
(Fines may vary between R 150 – R 1 500)

17.8.7 Unnecessary hooting in complex

- (Fines may vary between R 150 – R 350)
- 17.8.8 Littering
(Fines may vary between R 150 – R 350)
- 17.8.9 Refuse in Common Property
(Fines may vary between R 150 – R 350)
- 17.8.10 Blatant disregard of the rules as provided for herein, but not specified in clause 17.
(Fines may vary between R 150 – R 1000)
- 17.8.11 Excessive noise and disruption
(Fines may vary between 150- R 750)
- 17.8.11 Conducting business within the complex
(Fines may vary between R 500 – R 1000)
- 17.8.12 Willful damage to complex
(Fines may vary between R 350 – R 1500 plus replacement cost)
- 17.8.13 Storing of dangerous and hazardous materials
(Fines may vary between R 350 and R 1 500)
- 17.8.14 Contravention of Rules pertaining to Pets
(Fines may vary between R 250 – R 500)

- 17.9 The category of infringements as well as penalty that may be imposed may be adjusted annually at the general annual meeting should the members find it necessary.

18. GENERAL

- 18.1 An owner wishing to sell or rent his unit, should inform the trustees and the Body Corporate thereof in writing.
- 18.2 An owner leasing his unit, should hand management rules, conduct rules and any house rules to the lessee and impress upon the lessee to adhere to these rules in view of the fact that the owner is liable for the compliance thereof.
- 18.3 Should an owner or occupant wish to bring any matter to the attention of the trustees, a written request should be handed to a trustee.
- 18.4 The owners have confirmed that they are aware of the fact that this body corporate shall be a member of the controlling **BURGUNDY ESTATE MASTER HOME OWNERS ASSOCIATION** and that the body corporate will have to pay levies to the association.