

PECAN PLACE BODY CORPORATE

SS NO. _____

CONDUCT RULES

Rules established for the Body Corporate of Pecan Place in terms of Section 10 of the Sectional Titles Schemes Management Act, hereinafter referred to as “the Act”.

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1. PREAMBLE

- 1.1** The purpose of these Conduct Rules is to permit the occupiers/owners to have full enjoyment of their units and of the common property, as defined and dealt with in the act, without interfering with the rights of the other owners/occupiers, to contribute towards the efficient management of the complex and the protection of the collective interest. Copies of the Act and Regulations (Management Rules / Conduct Rules) are obtainable from the managing agents at the owners/occupiers own expense.
- 1.2** These rules may be added to, amended or repealed by Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the Chief Ombud has issued a certificate accepting any addition, amendment or revocation in terms of section 10 (5) of the Sectional Title Schemes Management Act hereinafter referred to as the "Act".
- 1.3** In terms of section 7 of the Act, all functions and powers of the Body Corporate are performed by the Trustees subject to any restriction imposed or direction given at a General Meeting of owners of sections.
- 1.4** The reference to Body Corporate/Trustees in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instruction of the Trustees.
- 1.5** In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate or sub-committees to assist them.
- 1.6** All the rules shall apply *ipso facto* to occupiers and all persons including the Trustees who have obtained the right of occupancy of a section in whatever manner, and no agreement with such occupiers that is contrary to this stipulation shall be binding.
- 1.7** Owners wishing to sell their unit/s must provide a copy of the Conduct Rules to the Estate Agents and/or the prospective Purchaser and ensure that a copy of these Rules shall be included as an Annexure to the Deed of Sale.
- 1.8** All areas outside the perimeters of a section are classed common property.

2. INTERPRETATION

- 2.1** "Act" means the Sectional Title Schemes Management Act (Act 9 of 2011) and any Regulation made and in force there under.
- 2.2** "Common property" means all areas outside the perimeters of a section.
 - 2.2.1** "Common property – Exclusive use areas" means areas registered as separate sections on the common property where the registered owner of such section has exclusive use thereof. Garages are registered as such

- 2.2.2 “Common property - Sole use areas” means areas assigned to specific units as per appendix A to these rules but not registered as separate sections. These areas include carports and ground floor unit gardens.
- 2.2.3 “Common property – Communal use areas” means areas which vest in the body corporate that are communal use of all owners. Areas include the driveway, guardhouse, play area, guest parking, garden beds
- 2.3 “Complex” refers to the land comprising the sections, buildings and common property areas.
- 2.4 “The Developer” means Amafu Developments (Pty) Ltd
- 2.5 “Occupants” also means owners, tenants, their guests, visitors, as well as their contractors and employees.
- 2.6 “PMR” refers to the Prescribed Management Rules, Annexure 1 of the Regulations under the Act, alternatively to the Managing Rules of the Body Corporate, if amended.
- 2.7 “Trustee” includes an alternate Trustee.
- 2.8 “Trustees” mean the elected Trustees who collectively form the Trustee committee.
- 2.9 Words and expressions used shall bear the meaning assigned to them in the Act.
- 2.10 Words purporting the singular shall also include the plural and the converse shall also apply.
- 2.11 Words purporting to the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
- 2.12 The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

3. NON ADHERANCE AND NON COMPLIANCE TO THE CONDUCT RULE

- 3.1 The Trustees shall be entitled and empowered, and after due notice to impose a fine of on an owner or occupant for any transgressions of these rules and for the purposes thereof impose a fine at the sole discretion of the Trustees to a minimum of R500.00.

Due Notice :

- First complaint - first written warning including an admin fee
- Second complaint - second written warning including an admin fee
- Third complaint - third written warning – including an admin fee & fine
- Fourth complaint – further action will be taken at the discretion of the trustees and any costs incurred recovered from the owner

4. DOMICILIUM CITANDI ET EXECUTANDI (SERVICE ADDRESS) AND REGISTER OF OWNERS

- 4.1 In terms of PMR 5, the service address for any legal process or delivery of any other document to a member is the address of the section registered in that members name; provided that a member is entitled by written notice to the body corporate to change

that address for purposes of receiving meeting notices as contemplated in subsections 6 (3)(c) and 6(4) of the Act to another physical address, postal address or fax 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.

- 4.2 An owner must notify the trustees forthwith of any change of ownership or change of occupant of his section in order to maintain a proper record of registered owners.
- 4.3 A record of registered mortgagees will be maintained of all mortgages of whom the body corporate has been notified in writing.
- 4.4 The *domicilium citandi et executandi* (service address) of the body corporate shall be the address of the managing agent appointed from time to time.
- 4.5 Where an owner has access to electronic mail and/or a fax number, all notices and communications shall be sent to such fax number or electronic mail address and it shall be the duty of the owner to notify the trustees of any suspension and/or change in respect of such service.

5. SUPPLY OF OCCUPIERS PARTICULARS BY NON-RESIDENT OWNER

- 5.1 Owners must supply full particulars of occupiers of their sections and estate agents involved (if any) and any changes as they take place, to the Trustees before such occupiers take occupation. This is essential not only for good order and security, but also to identify who is entitled to be on the premises.
- 5.2 Such owners shall fully and clearly instruct their agents as to the said owner's obligations with respect to these Rules, and shall further instruct their agents that only persons acceptable to and congenial with the community of the scheme shall be selected as occupiers.

6. OCCUPIERS AND VISITORS

- 6.1 An owner who lets a unit/s must ensure that the occupier has a copy of the Conduct Rules.
- 6.2 Owners must ensure that trustees have a copy of all occupiers identification documents in order for the occupants to be added to the security system and granted access.
- 6.3 All occupiers of sections and other persons granted rights of occupancy by any owners of the relevant section 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.
- 6.4 Occupants are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of and understand these Conduct Rules.

7. NUMBER OF PERSONS RESIDING IN EACH UNIT

- 7.1 A maximum of two (2) adults per bedroom or three (3) children per bedroom may reside permanently in a section at any time. Children above 10 years of age are considered to be adults.

7.2 Should this maximum be exceeded, it will cause additional use of common property amenities and increased expenditure with reference to the consumption of water, sewerage, refuse and increased use of other common property equipment and amenities such as lifts, gates, etc. Increased occupancy may result in insufficient parking areas and even damages to the common property systems. If the maximum number of occupants are exceeded and pending any action by the Trustees, the Trustees shall be entitled to levy an additional contribution upon the owner in respect of each additional occupant at the rate to be determined by the trustees from time to time and to be ratified and/or amended by the members in general meeting.

7.3 No persons may reside inside or sleep in a garage.

8. CHILDREN

8.1 Children of owners/residents and visitors shall be controlled and supervised in order to avoid damage to the Communal use areas and inconvenience and distress to other owners/residents.

8.2 Owners/residents must ensure that their children do not tamper with electrical switches, taps, name plates, trees, plants, adornments and any other apparatus and fittings including garden items.

8.3 Children must be supervised at all times when playing on Communal use areas.

8.4 Ball games shall not be permitted on the Communal use areas.

8.5 Children are not allowed to play near or around motor vehicles parked on the common property.

8.6 Skating or the use of skateboards and similar items on the common property is strictly prohibited.

8.7 No BB guns, catapults (ketties) pellet guns or any other dangerous objects that may be harmful to anybody are allowed to be used in the scheme.

8.8 Children are not allowed to climb or play on any roof, transformer or boundary walls.

8.9 When playing on the Common Property, children may not damage the plants, shrubs, lawns, flowers or flowers beds.

8.10 The Body Corporate will not be responsible for any injury sustained by a child or children disobeying the Conduct Rules.

9. DOMESTICS AND LABOURERS

9.1 Residents shall be responsible for and ensure their domestic employees are aware of and comply with rules of the scheme.

9.2 Residents must ensure that trustees have a copy of all domestic employee's identification documents in order for the employees to be added to the security system and granted access.

9.3 Residents will be required to notify trustees when a domestic worker has left their service.

10. EMPLOYEES & HAWKERS

10.1 The employees, if any or contractors of the body corporate shall not be interfered with. They receive orders from the trustees or the caretaker only.

10.2 No hawkers, sales persons or persons canvassing for any purposes shall be allowed on the common property.

11. PETS

11.1 The owner or occupier of a section must not, **without the consent in writing of the trustees**, which will not be unreasonably withheld, keep an animal, reptile or bird in a section or in on the common property. Written notification "**Appendix B**" is to be used for this purpose

11.2 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog will be considered to have the trustees consent to keep that animal in a section and to accompany it on the common property.

11.3 When granting such approval, the following conditions will be considered and prescribed:

- (a) All animals kept on the premises must be registered with the trustees.
- (b) Only two small to medium dogs per unit will be permitted.
- (c) Maximum of two (2) pets per unit.
- (d) No poultry, pigeons, aviaries, reptiles, wild animals or livestock may be kept within the complex.
- (e) All dogs and cats are to be neutered/sterilized and a copy of the certificate to be forwarded to the Trustees.
- (f) Pets are not permitted to roam the Communal use areas without the owners' supervision.
- (g) Owners of animals must ensure that such animal remains on his premises and does not hinder neighbours.
- (h) When selecting an animal as a pet, care should be taken for the pets' needs, i.e. area required for size of pet, and the age of the pet.
- (i) Should complaints be received regarding your pet/s needs not being taken into consideration, the Trustees may withdraw approval to keep the pet/s.
- (j) Pets must wear identification tags that reflect the unit number as well as the telephone number of the owner.
- (k) Noisy pets will not be tolerated.

- (l) Owners of pets may not go away and leave their pets unattended for long periods of time, pets left alone create a nuisance in the absence of the owners, the necessary arrangements such as housesitting or kennelling must be made for pets when you intend being away.
- (m) Pets are not allowed on the Communal use areas unless carried, if small, or on a leash.
- (n) Owners of pets are responsible for the removal of excrement or other refuse relating to the pet left on the common property or in private gardens on a daily basis. Such matter must be placed in a sealed plastic bag and deposited into the refuse bins provided.
- (o) No breeding of pets is allowed
- (p) Owners are liable to pay for any damages caused by their pets.
- (q) The pet may not be replaced with another when it passes away. A new application must be submitted for a new pet
- (r) No pet may hurt any person. The owner of the pet will be held responsible for any costs.
- (s) This permission is not transferable to an additional or alternative / following pet.
- (t) Strict action will be taken against residents in the event of any breach of any condition prescribed in terms of sub rule 11.3, which may include the removal of the offending animal by the SPCA, the owner be fined, the trustees withdrawing any approval, legal action or all of the mentioned actions.

11.4 In the event of breach of any conditions prescribed in sub-rule 11.3 the actions described in clause 3 will be taken.

11.5 The slaughtering of animals is permitted subject to the following:

- (a) Adequate notice to the Body Corporate and compliance to the By-Laws and Meat Safety Act
- (b) Slaughtering must be done only in the presence of NSPCA officer to ensure that all laws in this regard are being adhered to.
- (c) The area where the slaughter will take place must be covered with canvas to ensure that the slaughtering is not visible to members of the public.

12. LAUNDRY

12.1 An occupant of a section shall not, without the prior written consent of the Trustees erect washing lines additional to the washing lines installed as part of the original sale of the unit, nor hang washing or laundry or any other items in a section or sole use area allocated or on any part of the buildings or common property so as to be visible from another section or the common property or from outside the scheme.

12.2 No washing may be hung over the railings of balconies or over boundary walls.

12.3 Washing is hung out at own risk

12.4 Carpets and rugs shall not be shaken, dusted or brushed outside of the section's sole use area nor be hung on the walls separating the sections.

13. REFUSE DISPOSAL

- 13.1** An owner or resident of a section shall maintain in a hygienic and dry condition, a receptacle for refuse within his section or on such part of the common property as may be authorised by the trustees in writing.
- 13.2** Household refuse may only be placed in refuse bins after it has been placed inside a plastic bag and tied securely to prevent refuse from coming loose within the refuse bin. No loose refuse may be deposited in the refuse bins. In the case of tins and other containers these must be completely drained, and that glass or other items not suitable for the compactor are separated.
- 13.3** An owner or resident of a section shall for the purpose of having the refuse collected, place such refuse bags in the refuse bins provided within the area designated by the trustees.
- 13.4** No refuse, whether in bags or not, may be left on the common property or anywhere outside of a unit at any time
- 13.5** Other refuse to be disposed of, such as polystyrene or cardboard boxes, must be cut or broken into smaller pieces before placing it inside the refuse bins. Such items may not be placed on top of, or next to, the refuse bins provided.
- 13.6** Littering on the common property is strictly prohibited.
- 13.7** No kitchen refuse, food waste, fats or waste of any other kind may be washed down the drainpipes. Occupants shall be responsible for clearing blocked drains in their sections at their cost.
- 13.8** Garden refuse may not be placed in the refuse bins. In the event of such refuse having to be removed, arrangements for its removal need to be made by the owner or occupant with the contractor responsible for garden services, at their own cost.
- 13.9** Owners/residents shall ensure that contractors attending to maintenance or improvements to their units on their behalf do not litter on the common property
- 13.10** An owner or resident of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

14. MOTOR VEHICLES AND PARKING

- 14.1** No owner or occupier of a section may 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 part of the common property other than a parking bay allocated to that section or a parking bay allocated for visitors parking. The consent referred to above must state the period for which it is given.
- 14.2** No occupant shall park his/her vehicle anywhere else than the demarcated parking bays, or permit his/her visitors vehicles to be parked anywhere else than the demarcated parking bays. No vehicle may be parked so as to obstruct access to any fire hydrant on the common property.

- 14.3** Occupiers are requested to park their vehicles in their garages due to limited visitors parking. Garages may not be used for storage or any other purpose which may result that it can no longer be utilised for the parking of vehicles.
- 14.4** The Trustees may cause a vehicle to be removed or the wheel of the vehicle clamped at the risk and expense of the owner of a vehicle, if such vehicle is parked without permission of the Trustees on the common property or anywhere else than the demarcated parking bays. The cost of R2,500 for unclamping will be debited to the owner of the section.
- 14.5** Occupants of units shall ensure that their vehicles and the vehicles of their visitors do not drip oil or brake fluid on the common property or in any other way deface the common property.
- 14.6** Occupants shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property.
- 14.7** No motor wrecks may be kept anywhere on the common property or on the sidewalk of the Complex.
- 14.8** Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.
- 14.9** Parking of vehicles in entrances to the common property or in areas giving access to garages and causing obstruction by doing so is strictly forbidden. Vehicles so parked may be towed away at the risk and expense of the owner thereof.
- 14.10** Vehicles may only be washed using a bucket in the designated area. Hosepipes may not be used. These areas shall be left clean and tidy. Rubbish removed from vehicles such as cigarette stubs etc. must be deposited in the occupants refuse receptacle.
- 14.11** Vehicles may not be driven at a speed in excess of 15 km per hour on the common property.
- 14.12** No vehicle shall be driven on the common property without a valid driver's license for that vehicle.
- 14.13** Vehicles must be driven as quietly as possible on the common property. Car radios must not be heard outside of the vehicle when driving through the complex.
- 14.14** Motor/motorcycles or any other vehicles hooters or other audible warning devise (excluding burglar alarms) may not be used on the common property unless it is an emergency.
- 14.15** No vehicle shall be allowed to be driven on the common property in any manner that may be dangerous to either the driver or to anyone else or to any property.
- 14.16** Garages shall be kept neat and tidy and may not be used as a storage facility.
- 14.17** Should occupants have more than two (2) vehicles, additional vehicles may only be parked in demarcated parking bays.

14.18 When receiving visitors, please ensure that they do not in any way block entry to parking bays, garages, entrances or thoroughfares. Non-compliance will result in the vehicle being towed away at the risk and expense of the owner of the vehicle. Or a fine as per rule 3 being charged. Only parking bays marked as visitors parking or unmarked parking bays may be utilised.

14.19 No caravans, trailers, or boats will be allowed to be parked on the common property without written permission from the Trustees.

14.20 Garages are to be used for their intended purpose and not for any hobbies or manufacturing that may cause an inconvenience to other occupiers.

14.21 Visitors' parking is on a first come first serve basis.

14.22 Garage doors are to be kept closed when not in use

14.23 Faulty garage doors must be repaired, at the owners expense, within 21 days of notice from the trustees.

15. BICYCLES, MOTORCYCLES ETC

15.1 Bicycles, motorcycles, tricycles, roller skates, skate boards, caravans, trailers and boats may not be left anywhere on the common property.

16. NUISANCE & NOISE

16.1 The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

16.2 The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.

16.3 The owner or occupier of a section must take reasonable steps to ensure that the owner or occupiers visitors 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.

16.4 Reasonable silence must be maintained:

- From 22H00 to 06H00 on Mondays to Thursdays
- From 24H00 to 06H00 on Fridays
- From 24H00 to 08H00 on Saturday and Sunday
- From 24H00 to 08H00 on any Public Holiday

16.5 An owner/occupier who does maintenance and/or repairs to his unit involving power tools will not be allowed to do so during the following times:

- From 20H00 to 08H00 on weekdays
- From 19H00 on Saturdays until 08H00 on Mondays

16.6 Radios, car radios, TV sets, musical instruments and Hi Fi equipment must be used in such a manner as not to disturb other occupants or the public.

16.7 Any gathering held in the complex should be contained within the unit and the area for the exclusive/sole use of that unit at all times.

16.8 No fireworks or crackers are allowed within the complex.

17. BUSINESS AND OTHER ACTIVITIES

17.1 No business, profession or trade may be conducted on the common property and in or from any section without consent in writing from the trustees.

17.2 No auctions or jumble sales may be held on the common property or in any section without the prior written permission of the trustees.

17.3 Hobbies causing a disturbance of the peace or a nuisance are prohibited.

17.4 No advertisements or publicity material may be exhibited or distributed on the premises

18. COMMON PROPERTY EQUIPMENT

18.1 Under no circumstances may owners/residents tamper with any equipment on the common property.

18.2 Fire hoses may only be used for its intended purpose in case of fire or emergency situations.

18.3 Fire fighting equipment may under no circumstances be used for any purpose other than that for which it is intended. Failure of the fire fighting equipment due to tampering may result in refusal of insurance claims by the insurer. Any person found using fire hoses for any other purpose than fire fighting will be liable for prosecution by the fire department but will also be required to pay for the hose to be resealed by the fire department as well as incur a fine of R5,000 which will be payable with the monthly levy.

18.4 No vehicle shall be allowed to be parked so as to obstruct access to any fire hydrant on the common property.

18.5 Through approval by a special resolution, the trustees may implement a back-up battery system for the complex to service all units in the event of a power loss from Eskom. This system needs to however be integrated with the installed solar system owned and managed by Solar Africa. A service level agreement will need to be entered into with Solar Africa to determine which of the costs associated with this installation will be carried by them and which will be for the cost of the body corporate as well as who will own and insure the system.

19. DAMAGES, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY AND OF UNITS

- 19.1** An owner or occupier of a section must not, without the Trustees consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 19.2** An owner or occupier of a section may not install a locking or safety device, burglar bars or other safety device for the protection of his section unless they conform to the complex standard. Specifications for these can be obtained from the managing agents.
- 19.3** The trustees shall be notified in advance of any work of whatever nature which is to be undertaken within or to the exterior of any section and which will involve activity on the common property or cause inconvenience or disturbance to other owners/residents. Such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other owners/residents.
- 19.4** Those owners/residents having such work done and those persons performing it shall, at all times, co-operate closely with the trustees and shall in consultation with the trustees ensure that proper and satisfactory measures are continuously taken to protect the common property from damage, defacement, disfigurement or defilement.
- 19.5** The trustees may prohibit workmen from working on the premises should they fail to cooperate.
- 19.6** It shall further be of the absolute responsibility of the persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly on completion of the project.
- 19.7** The persons having the work done shall be held liable for costs incurred for cleaning up or reparations done, should the common property be left in a dirty or spoiled condition on completion of such work.
- 19.8** Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.

19.9 Pecan Tree

The Pecan tree located in the sole use garden of unit 15 (block A) may not be tampered with in any way by tenants, owners or visitors to the complex. Pruning and maintenance of the tree is the responsibility of the body corporate at its own cost.

Although the tenant/owner of unit 15 enjoys sole use of the tree they may not drill into/hang from/install any objects in/poison/cut/alter the ground level around the tree without the written consent of the body corporate.

- 19.10** The above-mentioned rules shall *mutatis mutandis* apply to any work authorized by the trustees.

20. ADDITIONS/IMPROVEMENTS

- 20.1** An occupant of a section shall not place or do anything on any part of the common property, including private patios and gardens which, in the discretion of the trustees

are aesthetically displeasing or undesirable when viewed from the outside of the section.

All improvements are subject to the following:

- **Approval by the Trustees**
- **Approved design documentation/plans**
- **Specifications as laid down by the trustees**

20.2 Unless authorized by the trustees in writing, no decorations may be attached to any part of the common property. Applications for consent shall be lodged in writing with the trustees containing full details of the intended work. Work may not proceed before the written consent of the trustees has been obtained.

20.3 The following alterations/additions to common property will be allowed on written application to the Trustees: Please complete Appendix C and submit with your application for approval:

20.3.1 DSTV dishes & similar devices:

- i. No TV antennas, DSTV dishes & similar devices may be installed as this service is provided by the scheme
- ii. No radio masts and antennae's may be installed.

20.3.2 Air-conditioning units may not be installed.

20.3.3 Splash Pools, Jacuzzis, and permanent water features may be installed after Trustees approval has been given on the following conditions:

- i. A design of the pool or water feature by a reputable pool company should be submitted with the application. The size of the pool may not exceed a 20 000 litre pool.
- ii. Council approval is required before the installation of the swimming pool; this approval is to be forwarded to the Managing Agents.
- iii. Establish that there are no pipes, wires, etc. running underneath the proposed building site that will be affected.
- iv. No construction vehicles will be allowed onto the premises.
- v. Building will happen so as to cause the minimum inconvenience to fellow residents. Building should take place during reasonable times.
- vi. At no time may any building material or rubble stand on the communal property, unless the Trustees have granted special permission.
- vii. The boundary wall and electric fence must not be damaged during construction, the owner will be held liable for any damages caused to common property.
- viii. The backwashing or drainage must be diverted to a drain. Should the complex be geographically located in a dolomite area a monitoring system must be installed to detect water leaks.
- ix. All electrical installations require a compliance certificate.
- x. The pump must be placed in such a manner as to not be visual from common property and noise from the pump must not be a disturbance to any neighbouring section. The pump must be in an enclosed unit.

- xi. The swimming pool/Jacuzzi/water feature must not be accessible from the common property, for safety reasons and must comply with all applicable legislation.
- xii. R200.00 is to be paid for the initial filling of water for swimming pools & Jacuzzi's
- xiii. A monthly levy of R50.00 for pools and R30 for Jacuzzi's will be charged for the topping up of water, backwashing etc. and which levies may be increased from time to time by the Trustees.
- xiv. Please adhere to the conduct rules with regards to noise management.
- xv. Any damage to the pavement, gardens, trees, lawn, walls or the common property during installation must be repaired professionally and promptly by the owner.

20.3.4 Lapa's may not be installed on common property

20.3.5 Braai areas may be installed after Trustees approval has been given on the following conditions:

- i. Permanent fireplace/braai facilities may be erected in the same manner and look as the rest of the complex
- ii. The completed braai must look aesthetically pleasing.
- iii. A fire extinguisher must be placed next to the braai area for safety precautions
- iv. Any electrical installations require an electrical compliance certificate
- v. Gas braai's, Webbers or similar portable braai's may be used in exclusive gardens. Open fires may only be made when the weather permits and if it is on one of the approved devices as mentioned above.
- vi. No braaing in passages or open fires on balconies are permitted.
- vii. The smoke from braai's must not cause a nuisance to another section.

20.3.6 Wendy house may not be installed on common property

20.3.7 Awnings may be installed after Trustees approval has been given on the following conditions:

- i. Awnings are permitted provided that they conform to the specification as stipulated by the Trustees. These may not be removed when vacating the premises. Any awnings not conforming to the specs will be removed at the owners' costs
- ii. Awnings must be kept in a clean and maintained condition at all times. Awnings not maintained will be maintained or removed by the Body Corporate at the owners cost.

20.3.8 Additional Gutters & Drainpipes may not be installed on common property. Existing gutters form part of common property and are maintained by the Body Corporate.

20.3.9 Enclosing of Patios may be executed after Trustees approval has been given on the following conditions: ***(NB this only applies to patios that are part of the section and have an existing roof, patios not part of the section that are enclosed must adhere to section 24 of the Act.***

- i. Patios may be enclosed in the following manners:
 - Enclosed with aluminium stacking or frameless doors
 - No Khaki Canvas roll up blinds
- ii. Council approval is required for the enclosure this approval is to be forwarded to the Managing Agents

- iii. No extension of the patio/roof is permitted.
- iv. The intended use of the patio may not be changed.
- v. The maintenance of the enclosure is the responsibility of the owner,
- vi. When selling your section, it must be stipulated in the purchase contract that the new owner must take over the responsibilities of the patio enclosures.

20.3.10 Wooden Decking in enclosed gardens may be installed after Trustees approval has been given on the following conditions:

- i. Decking may not be enclosed; this would result in extension of the section and will require Body Corporate & council consent.No decking is allowed outside of the enclosed gardens
- ii. Decking requires council approval if it exceeds 2 x 3 m
- iii. The maintenance of the deck/patio is the responsibility of the owner,
- iv. When selling your section, it must be stipulated in the purchase contract that the new owner must take over the responsibilities of the deck.

20.3.11 Additional Solar Panels may not be installed on common property.

- i. Existing solar panels are owned by Solar Africa (Pty) Ltd and the Developer has entered into a Solar Services Agreement with SolarAfrica to provide cleaner and cheaper day-time energy to the complex. SolarAfrica will own, operate, insure and monitor the PV system and offer a guaranteed 10% cheaper energy rate to the body corporate. The solar energy rate will be equal to the relevant bulk residential rate as set out by City of Tshwane, less 10%. All savings will be for the benefit of the body corporate. All communal roof space will be reserved for SolarPV.

20.3.12 Backup battery systems per unit may be installed after Trustees approval has been given on the following conditions:

- i. The system is installed by an accredited and certified electrician/installer.
- ii. The system is wired directly to the individual units DB board.
- iii. The system and installation must comply with NRS standards.
- iv. The system is installed inside the unit and is not visible from the exterior of the unit.
- v. A new electrical certificate of compliance must be submitted to the body corporate once installed.

20.3.13 A backup generator may not be installed or utilised to service an individual unit.

20.4 Conditions for additions/alterations to common property

Please note that the following conditions apply to all additions or alterations to common property:

- i. Approval from the trustees must be obtained before any additions/alterations to common property can be made.
 - o Clear and concise designs must be submitted in order for the trustees to appropriately consider the proposed additions/alterations
- ii. All improvements must be done by a reputable company.
- iii. Any damages or consequential damages to the common or private property as a direct or indirect result of the improvements will be repaired and the costs thereof will be for the owners account. These costs will be debited to the owners levy account.

- iv. The Managing Agent/Body Corporate accepts no responsibility whatsoever for any damages, losses, maintenance or for any other event to the installation / improvements, as a result of malicious damages or natural disasters or any other cause whatsoever. No claims can be instituted against the insurance policy of the Body Corporate whatsoever.
- v. The Trustees reserve the right to inspect any improvements/alterations done to the common property or to sections and order any alterations/repairs/removal to the alterations/additions as they deem fit. The costs thereof will be for your account.
- vi. Any additions/alterations are not covered by the standard buildings combined insurance policy and must be added by the owner, the additional premium therefore will be for the owners account.
- vii. No obstructions shall be placed on walkways or any portion of the common property.

21. SIGNS AND NOTICES

21.1 No occupant shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section so as to be visible from another section or the common property or from outside of the scheme, without the prior written approval of the trustees.

21.2 Notwithstanding the above:-

21.2.1 Pointer boards must be kept to a minimum for a unit that goes on show for the day of the show and may only be erected at 10:00 and must be removed by 17:30

21.2.2 A unit that is on sale may only have one FOR SALE sign at the complex gate. The sign must be placed so as not to obscure any person's vision or path.

22. INTERIOR

22.1 Owners shall, at all times, keep their sections and exclusive/sole use areas in a good state of repair and in a clean and habitable state.

22.2 Owners shall be responsible for the maintenance of the interior paintwork all electrical installations and other interior repairs to their sections of whatsoever nature at their own expense.

22.3 Owners shall be responsible for the clearing of blocked drains originating from his/her section, the maintenance and repair of sanitary equipment, the hot water system, the geyser and plumbing within the section at their own expense. The hot water system includes the geyser, pipes and taps from the point where the cold water enters the geyser up to the taps serving the section.

22.4 The geysers are insured for bursting under the policy of the Body Corporate, should the geyser for your section burst, owners may contact the managing agent/caretaker for assistance with the preferred contractor for the insurer/body corporate. The owner of a section is responsible for the repair, maintenance and replacement of the geyser and for any excess payment in respect of his or her geyser payable in terms of the contract of insurance entered into by the Body Corporate

23. ERADICATION OF PESTS

- 23.1** An owner shall keep his section free from pests, mice, rats, white ants, borer and other wood destroying insects and shall immediately report to the Trustees the presence of such pests within a section, its exclusive/sole use area or any other part of the common property.
- 23.2** In the event of the owner not adhering to point 23.1, he shall permit the trustees, the managing agent and their duly authorized agents or employees to enter his section on reasonable notice to inspect and take any such action, as may be reasonable necessary to eradicate such pests and replace damaged woodwork or other materials.
- 23.3** The cost of the inspection and eradicating of any such pests as may be found within the section and exclusive/sole use areas, replacement of any woodwork or other material forming part of such section which may have been damaged by any such pests shall be borne by the owner of the section concerned.

24. SECURITY

- 24.1** Please refer to the security protocols. It is the responsibility and duty of owners to ensure that their occupiers, visitors, and employees are familiar with and abide the security protocols of the complex.
- 24.2** Every resident is required to have a remote control or personal means of access with which to enter or leave the complex. It is not the responsibility of the security guard (if any) at the gate to open the gate for residents or guests.
- 24.3** Residents are requested not to use strangers for tasks such as cleaning of units, washing of cars etc. People off the street are given the opportunity to become familiar with the setup of the complex. Please remember a complex is only as safe as its residents allow it to be.
- 24.4** When entering/exiting the complex, **please wait a couple of seconds until the gate has closed**, thereby preventing unwanted persons from entering the property.
- 24.5** No weapons or ammunition of any nature may be kept on the property unless kept in a safe as determined by law. Fireworks and firearms may not be discharged within sections or on common property.
- 24.6** No stones or any other hard object may be thrown on the property.
- 24.7** No resident may cause or allow any illegal action of the property.
- 24.8** No obstruction may be placed in front of the security gate that will interfere with the automatic closing of the gate.
- 24.9** Owners/residents are requested to report any suspicious or unknown persons and activities within the complex to the trustees or caretaker.
- 24.10** Owners/residents or tenants may not open the gate for strangers.
- 24.11** Any verbal or physical abuse or intimidation of security personnel will not be tolerated.
- 24.12** Burglar alarms may be installed at the owner's expense.
- 24.13** Security lights may be installed at the owner's discretion provided that:

- It does not cause an inconvenience to the neighbours
- It is connected to the units own electrical circuit
- It is connected by a certified electrician.
- It complies with all regulations

Please note that that the security protocols are subject to change as and when the need arises to ensure the safety and security of all residents of the complex and will not require a special resolution or the registration thereof with the Chief Ombud.

25. ENTRY BY SERVICE PROVIDERS (THIRD PARTY)

25.1 Third parties may not reside on the premises between 20H00 and 06H00, nor may their vehicles or tools be left on the property unless prior approval has been granted by the trustees

26. MOVING

26.1 No large vehicle or vehicles designed for public carriage, including vehicles for furniture removal purposes, (more than 3 tons) may enter or park in the scheme. (Furniture removal companies must make use of a shuttle service.)

26.2 NO moving of furniture, appliances etc. after 18:00pm or before 07:00am on any day of the week

26.3 When moving furniture or goods in or out of the scheme, those persons doing so will be held liable for the cost of any repairs should such action cause damage to the common property.

27. FLAMMABLE GOODS AND SAFETY OF PROPERTY

27.1 The owner or occupier of a section must not, without the trustees written consent, store flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.

27.2 An owner or resident shall, under no circumstances whatsoever, store any material, commit or allow to be committed any dangerous act in the section, exclusive/sole use area or on the common property, which will or may increase the risk to the body corporate and may increase the insurance premium payable by the Body Corporate.

27.3 No open fires are allowed in any unit, balconies, passages or on the common property.

27.4 No fireworks may be discharged and fireworks are not permitted within the complex.

27.5 It is strongly recommended that all owners or occupiers of a section acquire and keep in an accessible place in their section a fire extinguisher. Owners or occupiers are not covered for the contents of their section by the insurance policy covering the buildings and are thus advised to take out suitable insurance to cover themselves.

27.6 No pellet guns, bb-guns, which is wind- or gas driven, may be discharged on common property.

28. LIABILITY

- 28.1** Owners/occupiers are liable for any damage to their sections and the common property caused by themselves, children, visitors and employees.
- 28.2** Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.

29. GARDENING

- 29.1** All gardening activities on the common property excluding lawns and flowerbeds of sole use gardens shall be coordinated by the Trustees.
- 29.2** No plants/trees/shrubs may be planted or removed from the communal areas, other than by the selected garden services, without the permission being obtained first from the Trustees.
- 29.3** The owner of the section will be held responsible for the removal of any tree/shrub/plant as well as any damages caused to common property as a result of trees/plants/shrubs that have been planted in private gardens. No large trees or creepers are permitted.
- 29.4** The gardening services are under the control of the Trustees. No requests may be made to the gardening services by any owner or occupier without first obtaining the permission from the Trustees.
- 29.5** Landscaping of private gardens may not influence the natural flow of excess water by blocking/closing the storm water drains or drain holes in the walls.
- 29.6** Maintenance (and the costs thereof) of private gardens is the responsibility of the resident to whom sole use is enjoyed. If sole use gardens are not maintained to the satisfaction of the trustees, the trustees are entitled to gain access to the garden and have them maintained and the cost thereof added to the owners levy.

30. IMPLEMENTATION OF FINES

- 30.1** For the enforcement of any of the Rules of the Body Corporate, the Trustees shall be entitled from time to time, to implement a system of fines and penalties to serve as a deterrent for any contravention of these Rules and to enforce compliance with these Rules.
- 30.2** Any fine imposed by the Trustees are subject to amendment, repeal and/or ratification by the Members in General Meeting.
- 30.3** In the event of a transgression of any of these Rules, the following procedure shall be followed and implemented by the Trustees and/or the Managing Agent on their behalf:
 - 30.3.1** A letter of demand shall be addressed to the owner and/or transgressor and which demand shall convey details of the alleged transgression with reference to the time, date, place, incident and identity of the alleged transgressor(s) and which demand shall require from the owner to remedy any breach or to refrain from transgression the Rules;
 - 30.3.2** Should the owner fail to adhere to the demand letter and/or fail to remedy his breach or to refrain from transgression of the Rule, then and unless written

objection has been received from the owner/transgressor concerning the alleged contravention, the prescribed fine will be implemented and levied against the owner's levy account and shall become payable as if such fine is part of the normal levy due by the owner.

30.3.3 If the transgression is disputed and upon receipt of a written objection from the owner/transgressor, a Committee of three persons to be appointed for this purpose and to be chaired by the Chairperson of the Board of Trustees, will convene a meeting with the owner/transgressor within a period of 10 (ten) days from receipt of the written objection in order to adjudicate upon the matter.

30.3.4 The meeting shall take place at the time, date and venue and in accordance with such procedure as may be prescribed by the Chairperson, provided that the Rules of Natural Justice shall be applied and at which meeting the owner/transgressor shall be entitled to raise his objection/defence and to call witnesses.

30.3.5 The decision of the Committee shall be final. Should the owner/transgressor refuse to comply with a decision of the Committee or fail to accept their decision, such dispute can then be referred to CSOS to be adjudicated in terms of the of the CSOS Act 9 of 2011.

30.3.6 Where a provision of these Rules is contravened and where the owner/transgressor persists to transgress these Rules, the fine as implemented by the Trustees may be applied and levied on a monthly basis for as long as the transgression endures and without the liability to demand compliance in respect of each and every further transgression and without the necessity to repeat the provisions as prescribed in sub-Rule 31.3.1.

30.4 The owner shall be liable for the payment of any fine imposed in respect of his tenant/occupant of his unit and it shall be the responsibility of the owner to claim the amount of the fine from his tenant/occupant.

31.5 For the enforcement of these Rules or in respect of any action to be taken to enforce or implement penalties, the Trustees/Managing Agent shall be entitled to appoint an attorney to execute any of their rights in terms of these Rules.

31. COMPLAINTS

31.1 Any complaints arising out of the application or lack of observance of the Conduct Rules must be directed to the Trustees of the Body Corporate through the managing agent. Full details (time, date, names, nature of complaint and photographs where possible) are to be supplied.

31.2 If called upon by the Trustees, the Complainant shall furnish an affidavit concerning the incident to the trustees and the Complainant shall further consent to co-operate with the trustees in their investigation concerning the incident and to testify in any proceedings failing which the Trustees shall be under no obligation to pursue their investigation of the alleged incident complained of.

32. PECAN PLACE BODY CORPORATE RULES

32.1 Any person who is in terms of the Deeds registries Act, reflected in the records of the deeds offices concerned as the registered owner of any land in the township or the owner of a sectional title as defined in the Sectional Title Schemes Management Act, shall be a member of the Pecan Place Body Corporate. The Rules Body Corporate are binding and enforced by the Trustees.

33. EXCLUSIVE AND SOLE USE AREAS

33.1 Notwithstanding the fact that certain areas of common property (garden, garages, carports) which were created in terms of the Rules of the Body Corporate (Sole use areas) or in terms of the Sectional Title Plans registered with the Registrar of Deeds (exclusive use areas), are part of the common property, every owner of a unit in the scheme shall have the right to the exclusive/sole use of such allocated area.

33.2 Gardens marked G1, G2 and G3 and carports numbered 1 – 20 on the scale layout plan annexed as “APPENDIX A2” are sole use areas in terms of these rules

33.3 Each garden/carport is reserved for sole use of the member of the Body Corporate who is the registered owner from time to time of the section allocated thereto as indicated in “APPENDIX A1”

33.4 Garages marked as portion 1 of 1, 4, 7, 8, 11, 14, 15, 18, 19, 20 on the scale layout plan annexed as “APPENDIX A2” are exclusive use areas in terms of the Sectional Title Plans registered with the Registrar of Deeds

33.5 Each garage is reserved for exclusive use of the member of the Body Corporate who is the registered owner from time to time of the section allocated thereto as indicated in “APPENDIX A1”

33.6 The Body Corporate shall do all things reasonably necessary to ensure that the exclusive and sole use areas are reserved for the use of the owners entitled thereto. This duty shall not preclude an owner from taking legal action to enforce his/her/its exclusive/sole use rights.

33.7 The Body Corporate will have unrestricted access to an exclusive/sole use area when in the opinion of the Trustees such access is required for the exercise of its powers or the performance of its functions. In other circumstances no owner shall enter or use any part of an exclusive/sole use area without the permission of the owner to whom that area has been allocated.

33.8 An owner of a unit is obliged to keep the exclusive and sole use areas designated to their unit neat, hygienic, tidy and in a proper state of repair and may only use the designated exclusive/sole use area for its intended purpose.

33.9 An owner shall maintain and repair that area as if it were part of his or her section;

33.10 An owner shall ensure that the area is not used in any way that creates a nuisance or threatens the safety of any other section or any part of the common property; and not part with possession of the area separately from his or her section.

33.11 An owner shall not do anything to his exclusive/sole use area which is likely to prejudice the harmonious appearance of the building.

33.12 An owner shall not construct or place any structure or building improvement on his exclusive/sole use area without the prior written consent of the trustees. Likewise, an owner may also not remove any improvement on his exclusive/sole area without the prior written approval and direction of the Trustees. A standard will be determined and any similar structures in future erected by any owner, should conform to the approved standard.

33.13 The owners of the exclusive/sole use areas created in this rule will not be required to make a contribution to the Body Corporate in terms of Section 3 (1)(c) of the Sectional Title Schemes Management Act, but will be responsible for all costs associated with the exclusive/sole use area, including and not limited thereto, maintenance, repairs, upkeep, water-, electricity consumption and insurance.

34. INDEMNITY

34.1 All persons, owners and occupants entering onto common property or utilizing facilities on common property do so at their own risk.

34.2 All vehicles entering onto common property shall be driven and/or parked at the driver's own sole risk and responsibility.

34.3 No liability of any nature whatsoever shall be attached to the Body Corporate, its members, trustees, agents, contractors, workman, servants, invitees, employees or the like for any loss, cost, damage or expenses that may be sustained in respect of such vehicle or for any injury or death suffered by any person from whatsoever cause, conduct, negligence, fault, act or omission by the Body Corporate, its members, trustees, agents, contractors, workman, servants, invitees, employees or the like for, such loss, cost, damage, expenses, injury or death that may be caused or arise on or from common property.

34.4 All persons, including owners/residents/visitors/other occupants and/or their guests, entering the common property and using any portion thereof do so at their own risk and responsibility. The Body Corporate, the Trustees, its agents, contractors and/or employees will not be liable for any loss or damage to any property or any death or bodily injury to any person, which damages, injury or death may be incurred due to any defect in the common property or its amenities or any negligence of the Body Corporate, the Trustees, its agents, contractors and/or employees.

35. INDEMNITY FOR BODY CORPORATE

35.1 All members, their visitors, occupants, agents, contractors, workman, servants, invitees and employees make use of any facilities within the complex, at their own risk.

35.2 All vehicles entering the complex shall be driven and/or parked at the driver's own sole risk and responsibility.

35.3 No liability of any nature whatsoever shall be attached to the Body Corporate, its members, directors, agents, contractors, workman, servants, invitees, employees or the like for any loss, cost, damage or expenses that may be sustained in respect of such vehicle or for any injury or death suffered by any person from whatsoever cause, conduct, negligence, fault, act or omission by the Body Corporate that may be caused or arise within the complex

36. CONTRACTS AND AGREEMENTS

36.1 The developer has entered into agreements with certain vendors relating to the supply and/or measurement of consumption of water, electricity, internal communication with the security gatehouse, and internet. These agreements will be ceded to the Body Corporate, and the Body Corporate agrees to abide by these arrangements and pay the necessary fees for the services provided, once the complex had been developed.

37. LEVIES

37.1 The participation quota of levies, calculated by the managing agent on behalf of the body corporate, will be determined on the basis of bedrooms per unit and access to sole use gardens, rather than square meters per unit, as per in appendix D.

38. CONCLUSION

The Trustees are exempt from any claims or liabilities resulting from the implementation of the rules. It is trusted that with co-operation and loyalty to the regulations and code of conduct set out above, a better and happier life at the complex will be experienced.

BY ORDER OF THE TRUSTEES