

De Velde

Homeowners' Association

Conduct Rules



(Revision 1/2015)

INTERPRETATION OF TERMS

In the interpretation of these rules, unless the context otherwise indicates:

- a) "Act" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time, to time and any regulations made and in force thereunder;
- b) 'Association' means The De Velde Homeowners' Association;
- c) 'Board of Trustees' means the board of Trustees of the Association, unless otherwise clear from the context;
- d) "Body Corporate" means a Body Corporate as determined in sections 35 to 43 of the Sectional Titles Act and situated within the Development;
- e) 'Common Facilities' means the common facilities to be established in the Development or such other designated property, comprising, but not necessarily limited to, a clubhouse, an entrance gatehouse, roads, perimeter walls, gardens, common property, open areas and security;
- f) "Common Property" means upon the opening of any sectional title register within the Development, those areas in any such scheme that are defined as "common property" in the Act, and may include all roads and common facilities within the Development;
- g) "Development" means the various De Velde Sectional Title Schemes, and any phase/s thereof, to be established on one or more of the Portions 128, 129, 130, 131 and 132 of the Farm 794, City of Cape Town, Administrative District of Stellenbosch, Western Cape Province;
- h) "Managing Agent" means a managing agent appointed in terms of clause 35.3.5 of the Constitution of the Association;
- i) "Occupier" means the person occupying any section and "resident" shall have a corresponding meaning;
- j) "Owners" mean the registered owners of the units, who are responsible for members of their households, their guests, invitees, residents and lessees;
- k) "Parked" refers to any mode of transport which is stationary in one position either in a demarcated parking space or on common property for any length of time;
- l) 'Scheme' means any sectional title scheme, which scheme forms part of the Development;
- m) "Section" means a section shown as such on the sectional plan of the Scheme;
- n) "Trustees" means the Trustees of the Association, unless otherwise clear from the context;
- o) "Unit" means a Section together with its undivided share in the Common Property apportioned to that Section in accordance with the quotas of the Section and includes the relevant exclusive use areas, if any;
- p) words importing -
 - a. the singular number only shall include the plural, and the converse shall also apply;
 - b. the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders;
- q) words and expressions, to which a meaning has been assigned in the Act, shall bear the meaning assigned to them;
- r) 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.

INTRODUCTION

- (1) The Development shall comprise various sectional title schemes, together with the Common Facilities.
- (2) The members of the Association, as such owners in the respective sectional title schemes, shall share the Common Facilities and enjoy traversing rights over each other's property, rendering the individual management, administration and control of the respective sectional title schemes expensive and impractical.
- (3) Therefore, notwithstanding any rule contained herein and in order to:
 - (i) save on administration costs, management fees and expenses; and
 - (ii) where necessary comply with various Acts and legislation that may be or may become applicable to the Development; and
 - (iii) overcome any practical restrictions and conflicts in the applicable legislation and in order to effectively manage, control and administrate the affairs of the respective Bodies Corporate through a single body,

the duties, functions and powers of each Body Corporate and its Trustees shall be assigned to the Association and its Board of Trustees as contemplated in Regulation 30(2)(a) and (b) of the Act.

- (4) The Association and its Board of Trustees therefore shall be responsible for the enforcement and management of these Conduct Rules.
- (5) The Trustees of any Scheme may however, conduct business pertaining exclusively to their Scheme with due prior notice thereof to, and the consent thereto by the Board of Trustees. Such business shall be concluded in a manner according to the Constitution of the Association and the Act, the Management Rules and these rules, with amendments where necessary.

DE VELDE CONDUCT RULES

1. ANIMALS, REPTILES & BIRDS

1.1 Written Permission

An Owner or Occupier of a Section shall not, without consent of the Board of Trustees in writing, which may not unreasonably be withheld, keep any animal, reptile or bird in a Section or on the Common Property. The housing of any animal, reptile or bird must be within the municipal by-laws boundaries.

1.2 Conditions

The Board of Trustees may prescribe any reasonable condition for the keeping of such animal, reptile or bird.

- 1.2.1 Owners and Occupiers are required to keep their pets within the confines of their enclosed areas, and when taken into common areas, must be on a leash and under strict supervision.
- 1.2.2 Owners and Occupiers will be required to ensure that any mess made by their pets in the common areas is immediately cleaned up by themselves. Individual gardens shall be cleaned at least every second day.
- 1.2.3 Pet owners must ensure that their pet dogs and cats are tagged, displaying the owner's contact information and unit number.
- 1.2.4 The Board of Trustees will restrict the number of pets per unit to 2 (two) and implore Owners to consider the size of their pet in relation to their unit's size and position. No

dogs, cats or any other permitted pets or animals are permitted which are measured to be taller than 50cm in height from the ground up to the top of the front shoulder blade.

- 1.2.5 No animals considered to be dangerous by the Board of Trustees will be permitted.
- 1.2.6 All cats and dogs must be sterilised.

The conditions outlined by the Board of Trustees will not be imposed unfairly but rather in the interests of the surrounding neighbours as well as in the best interests of the pet. The size of and care levels required for each pet will be considered prior to approval.

1.3 Withdrawal of Permission / Imposing of Fines / Removal of Pets

The Board of Trustees may withdraw such approval in the event of the contravention of any condition outlined by the Board of Trustees, as prescribed in terms of clause 1.2 above. The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or ordering the removal of Pets in the event of non-compliance of the above conditions.

1.4 Liability

The owner of any animal, reptile or bird that causes any injury, damage or inconvenience will be solely liable for such injury, damage or inconvenience. Any Owner or Occupier must ensure that their animals are not a source of disturbance (noise or otherwise) to other Owners or Occupiers. The trustees' decision on whether or not an animal is a source of disturbance shall be final and binding. Any animal deemed to be a disturbance shall be removed.

1.5 Board of Trustees Decision Final

The Board of Trustees' decision regarding any matter with regards to animals, reptiles and birds shall be final and binding.

2. REFUSE DISPOSAL

An Owner or Occupier of a Section shall:

- 2.1 Maintain in a hygienic and dry condition, receptacles for refuse within his Section, their exclusive use area or on such part of the Common Property as may be authorized by the Board of Trustees in writing.
- 2.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 2.3 For the purpose of having the refuse collected; place such receptacle within the area (should the service provider be unavailable to do so) and at the times designated by the Board of Trustees.
- 2.4 Not place any large cardboard, polystyrene or builder's rubble into the receptacle, but shall dispose of this in his / her personal capacity.
- 2.5 Be encouraged to separate their refuse at source for placement into separate recyclable waste containers in order to incorporate reduction, recycling, re-using and disposal of waste where appropriate.

3. VEHICLES

3.1 Parking

No Owner or Occupier shall park or stand any vehicle on the Common Property, or allow any vehicle to be parked on the Common Property or demarcated parking bays, without the written consent of the Board of Trustees, except in respect of those areas of the Common Property specifically demarcated for that purpose. No parking will be tolerated on the Common Property grass areas.

The Board of Trustees may, for this purpose, from time to time demarcate areas of the Common Property where parking of motor vehicles is permitted, and similarly demarcate

other areas of the Common Property where parking of motor vehicles is not permitted.

3.2 Tow-away

The Trustees may cause to be removed or towed away, at the risk and expense of the Owner of the vehicle, any vehicle parked and/or standing or abandoned on the Common Property.

3.3 Leaks

All Owners and Occupiers of Sections shall ensure that their vehicles, and the vehicles of their guests, do not drip oil or brake fluid onto the Common Property or in any other way deface the Common Property. If an Owner or Occupier of a Section contravenes this rule they will compensate the Body Corporate for the fair reasonable and necessary cost of restoring / repairing / cleaning of such Common Property.

3.4 Repairs

No Owner or Occupier of a Section shall be permitted to dismantle or effect any major repairs to any vehicle on any portion of the Common Property, or exclusive use area or in a Section.

3.5 License

Nobody shall be permitted to drive any vehicle on the Common Property or in any exclusive use area without a valid driver's license for that vehicle.

3.6 Speed

No Owner or Occupier shall be permitted to drive a vehicle at more than 20 (twenty) kilometers per hour on any part of the Common Property or in any exclusive use area.

3.7 Dangerous Driving

No Owner or Occupier shall drive or allow to be driven any vehicle on the Common Property or in any exclusive use area in any manner that may be dangerous to either himself or to anyone else or to any property.

3.8 Obstruction

The Owner or Occupier of any Section shall not park or permit to be parked any vehicle, or place any item or article, in such manner as to obstruct any passageways, roads, exits from or entrance to the Development, or any entrance to or exit from any Section or authorized parking bay of any other Owner or lawful occupant.

The Board of Trustees may in the event of contravention of this rule, cause to be removed or towed away any such vehicle at the risk and expense of the Owner of the vehicle or the Owner or Occupier of the Section which the driver of the vehicle was visiting at the time.

3.9 Other modes of transport

Caravans and boats are not allowed to enter the Development without the prior written consent of the Board of Trustees. Trailers may only be parked overnight within the Owner's allocated parking area and should not protrude or obstruct any other Owner's parking area.

No unlicensed modes of transport are permitted to be utilized within the Development.

No skateboards, roller blades or similar other items are permitted to be ridden within the Development.

No vehicle with a tonnage over 5 (five) tons will be allowed to enter the Development.

The Board of Trustees reserve their rights in terms of the imposing of fines (in terms of clause 23) and/or removal of any of the above mentioned unauthorized modes of transport.

3.10 Motor Vehicle Accidents

The Board of Trustees is not responsible for any motor vehicle accidents or incident as defined in the Road Traffic Act that occurs within the Development.

4. DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY

4.1 Damage

An Owner or Occupier of a Section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the Common Property, without first having obtained the written permission of the Board of Trustees.

4.2 Security Gates

Notwithstanding rule 4.1, an Owner or person authorized by him / her, may install:

- a. any locking device, safety gate, burglar bars or other safety device for the protection of his / her section; **OR**
- b. any screen or other device to the inside of his / her section to prevent the entry of animals or insects.

provided that the Board of Trustees have first approved in writing the nature, design and color of the device and the manner of its installation.

The outside of the Units in a Scheme must be uniform and no changes are permitted to the outside to destroy the facade of the Development. No enclosures of balconies or patios shall be allowed.

The inside of the Unit belongs to the Owner. However, the Board of Trustees may intervene if an Owner does anything that may be damaging to the harmony and aesthetics of the Development.

4.3 Gardens

Whilst ground floor Owners are encouraged to improve the gardens directly outside their Sections, all plants, shrubs, grasses etc. must comply with an approved list of indigenous plants available from the Trustees.

5 APPEARANCE FROM THE OUTSIDE

5.1 Appearance

The Owner or Occupier of a Section shall not place or do anything on any part of the Common Property, or their patio, balcony, garden or fence which, in the discretion of the Board of Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Section.

5.2 Fences

No Owner or Occupier of a Section shall erect or allow to be erected any form of additional fencing on any part of the Common Property or in any exclusive use area, except with the written consent of the Board of Trustees first having been obtained. No additional fencing or structure may be attached to any existing fencing, and any structure or fencing approved by the trustees must be a minimum of one metre away from any boundary fence.

5.3 Lighting

No Owner or Occupier shall erect or cause to be erected or installed any lights or lighting apparatus on any part of the Common Property or exclusive use area, without the written consent of the Board of Trustees first having been obtained.

Owners and Occupiers are encouraged to use low-energy light bulbs.

5.4 Structure Erection

No Owner or Occupier shall erect any structure of any nature whatsoever, including but not limited to swimming pools, umbrellas, braai facilities, saunas and Jacuzzis, which are of a permanent or semi-permanent nature, without the written consent of the Board of Trustees first having been obtained.

5.5 Antennas, Satellite Dishes, Solar Water Heating and Air Conditioners

Residents may not install aerials, satellite dishes or other antennas without the prior written consent and / or approval of the Board of Trustees.

5.6 Storage

No Owner or Occupier shall store or allow to be stored any item on his balcony, other than pot plants and garden furniture having regard to the provisions following herein.

An Owner or Occupier of a Section shall be permitted to place and keep on his balcony such pots and pot plants and garden furniture, being furniture meant and designated for outside use, as may be approved by the Board of Trustees from time to time.

The Board of Trustees reserve the right to instruct an Owner or Occupier to remove such pot plants, pots or garden furniture, or items of a similar nature from his / her balcony or exclusive use area, if in the sole discretion of the Board of Trustees, such item or items are undesirable when viewed from the outside of a Section.

6 SIGNS AND NOTICES

No Owner or Occupier of a Section shall place or allow to be placed any sign, notice, billboard, poster or advertisement of any kind whatsoever on any part of the Common Property or in a Section, so as to be visible from the outside of the Section.

7 LITTERING

No Owner or Occupier of a section shall deposit or allow to be deposited or thrown on the Common Property, any rubbish including dirt, cigarette butts, food or food scraps or any litter whatsoever.

The Owner or Occupier of any Section shall not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any Section.

8 LAUNDRY

No Owner or Occupier of a Section shall hang any washing or laundry on any part of the Common Property, or on patios or balconies or in any window so as to be visible from the outside of the Development or from any other Section or from the Common Property. An Owner or Occupier of a Section shall not erect his / her own washing lines, except with the written consent of the Board of Trustees first having been obtained.

The Board of Trustees reserve their rights in terms of ordering the removal of items mentioned above.

9 STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

9.1 Storage

An Owner or Occupier of a Section shall not store any material or permit or allow to be done, any other dangerous act in the building or on the Common Property in quantities which may increase the rate of the premium payable by the Board of Trustees on any insurance policy.

9.2 Firearms

The Owner and/or Occupier shall comply with the Fire Arms Ammunition Act.

9.3 Electricity Supply

No Owner or Occupier of a Section may tamper or have any work or repairs done to any electrical supply or apparatus that serves the Common Property. Any electrical faults on the Common Property must be reported to the Board of Trustees or duly authorized agents of the Board of Trustees.

9.4 Fires and Braais

No Owner or Occupier of a Section shall allow any form of fire inside his Unit or on the Common Property, unless the fire is within an apparatus expressly designed for this purpose. It is strictly prohibited to throw cigarettes, cigarette stubs, matches etc., out of windows or anywhere on the Common Property. All flammable items must be kept in a safe place, and out of reach of children.

The Owners or Occupiers of any Section shall not make fires or use barbeques or braais in a manner or at a time which causes inconvenience to the Owners or Occupiers of any other Section, or causes danger to the building or any part thereof or to any property of any other person or on designated leisure areas. The Owner will remain liable for any damage caused.

Only gas braais, or kettle braais using charcoal, are allowed on balconies, patios or on the common property. Wood fires are specifically excluded, except in areas specifically set aside for this purpose.

The Board of Trustees reserve their rights in terms of imposing of Fines (in terms of clause 23) and/or removal of any of the above in the event of non-compliance.

9.5 Fire extinguishers / Fire hydrants

No Owner or Occupier of a Section shall tamper or allow to be tampered with any firefighting equipment on the Common Property, nor shall they park or allow to be parked any vehicle so as to obstruct access to any fire hydrant on the Common Property.

No fire extinguisher, firehouse or similar device anywhere in a Section or anywhere on the Common Property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, watering of gardens or any other unauthorized purposes.

9.6 Fire Crackers

No Owner or Occupier of a Section shall be allowed to set off any size or make of fire cracker or any pyrotechnics device under any circumstance at any time.

9.7 Power Tools and Equipment

- 9.7.1 The Owner or Occupier of any Section shall not cause, or permit to be used anywhere in the Development (including his / her section) or on the Common Property (including exclusive use area) any hand or power tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception, or which create any sound or noise, smells or fumes to which any other Owners or Occupiers may reasonably object.
- 9.7.2 No Owner or Occupier may store or permit to be stored any power tools and equipment and / or similar items, including work benches, work tables in or on any part of the Common Property or his / her exclusive use area, including but not limited to the balcony and balcony area of his / her section, and the carport designated to him / her for use.

10 MAINTENANCE

- 10.1 The Owner or Occupier of a Section shall at all times and at his / her own expense, maintain his / her Section and exclusive use area in good, clean, hygienic, tidy and habitable order and condition, and shall be responsible at his / her own expense for:
 - 10.1.1 all interior painting, maintenance, remedying of blockage of sewers and sanitary equipment and connections;
 - 10.1.2 remedying of water pipes in his Section;
 - 10.1.3 remedying of excessive water overflow of any equipment or installation of his Section and exclusive use area.
- 10.2 All Owners and Occupiers shall be obliged at all reasonable times to grant access to the Board of Trustees, their staff and agents, to their Sections or exclusive use area and any other part of the Common Property, for the purpose of performing any necessary maintenance, effecting repairs or performing other such tasks and matters incidental thereto.
- 10.3 All Owners and Occupiers shall be obliged at all reasonable times to grant access to their Sections, exclusive use area or other part of the Common Property, to the Board of Trustees, their staff and agents, for the purpose of enforcing these rules or when it is reasonably necessary in the best interests of the Board of Trustees and/or Association.
- 10.4 The Owners and Occupiers of any Section shall not interfere with flora, wild or cultivated, growing on Common Property other than the individual garden areas allocated to such Owners. All Owners and Occupiers shall ensure that such areas are not despoiled in any way.
- 10.5 No plants, trees or shrubs on the Common Property may be trimmed without prior written approval from the Board of Trustees. It is recorded that certain of the flora are protected by law and that any Owner or Occupier interfering with or damaging, or in any other way acting in respect of such flora contrary to the provisions of the law, may be liable for prosecution.
- 10.6 No Owner or Occupier shall cause to be planted in the gardens on the Common Property or any part of exclusive use area, any plants, shrubs, or trees without first obtaining written consent of the Board of Trustees. It is specifically recorded that no Owner or Occupier shall plant any creepers or creeping plants, or plants which have a tendency to creep, in their exclusive use area unless he or she ensures that it does not encroach on his or her neighbour's or the Development's electric fence and/or boundary wall(s), and keeps it cut back at all times.
- 10.7 The Owner or Occupier is required to notify the Board of Trustees and Security if any repairs / maintenance will be carried out at his / her Section so as to avoid any unauthorized entry to the Section or Development.

11 ERADICATION OF PESTS

An Owner or Occupier of a Section shall keep his Section free from white ants, borer, other wood destroying insects, other pests and insects and to this end shall permit the Board of Trustees, the Managing Agent and their duly authorized agents or employees to enter upon his or her Section from time to time for the purpose of inspecting the Section and taking such action as may be reasonably necessary to eradicate such pests. The cost of inspection, eradication of

any such pests as may be found within the Section, shall be borne by the Owner of this Section involved.

12 NOISE AND DISTURBANCE

12.1 Noise

- 12.1.1 No Owner or Occupier of a Section shall make or allow to be made an excessive noise at any time, so as to disturb the other Units (what constitutes excessive noise shall be at the discretion of the Board of Trustees).
- 12.1.2 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 device, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other Owner or Occupier, or to any other person.
- 12.1.3 Permission from the Board of Trustees, in writing, is required in advance for any parties or large social gatherings that are to take place at any Common Facility. Weekday parties will stop at 22h00 (including a Sunday night) and weekend parties will stop at 24h00. It is the Board of Trustees' discretion as to what constitutes excessive noise during the party and after the party. No consumption of alcohol is permitted on the common areas, except in areas designated for this purpose. The Board of Trustees reserves its right regarding the disconnection of services in the event that the above rule is not adhered to.
- 12.1.4 No Owner or Occupier of any Section shall practice or cause to be practiced in any part of the Common Property, including his exclusive use area and / or Section, any hobby or activity, such as meetings, gatherings, weddings, funerals, etc. of any nature to which other Owners or Occupiers might object and must comply with all relevant council by-laws.
- 12.1.5 Parking in the event of a social gathering, shall be dependant on demarcated parking bay availability. It would be the responsibility and cost of the resident hosting the social event to provide a security guard to watch the cars parked outside the Development, should there be no more demarcated visitor parking bays available.
- 12.1.6 In the event of a social gathering, please note that it is not the duty of the authorized agents or contractors' staff responsibility to clean up afterwards. It is the responsibility of the host of the social gathering.
- 12.1.7 At the Board of Trustees' discretion, actions will be taken should noise levels and behaviour be considered unacceptable and in contravention of the Scheme's rules.

12.2 After Hours

Silence must be observed after 22h00 (Sunday to Thursday) or 24h00 (Friday to Saturday) and before 07h00 (Monday to Saturday) and before 09h00 (Sunday).

12.3 Hooters

No Owner or Occupier of a Section shall sound or allow to be sounded any hooter unless in a case of emergency.

12.4 Children

No Owner or Occupier of a Section shall allow any child to make noise in the immediate vicinity of any Section. Children are to be requested to keep the noise levels as low as possible.

Children may not play in the roads, driveways or at the entrance of the gate or surrounding gate area. Parents will be responsible for the full account for any repairs undertaken when children in any way damage property, whether this is private property or the common property within the Scheme or Development. Children must be encouraged to not play near or around any parked

vehicles so as to prevent any possible damage to private property.

Designated play areas have been identified throughout the Development and may change as per the discretion of the Board of Trustees.

13 STAFF AND EMPLOYEES

13.1 Employment

The members of staff that are required by the Association to maintain the premises shall be employed and dismissed by the Board of Trustees only, at their own discretion.

No Owner or Occupier of any Section, other than a person(s) empowered by the Board of Trustees to do so, shall instruct the staff (gardeners, security, cleaning, etc.) to do any work in the exclusive use area and / or common property, or to run errands or to do private work during normal working hours, except in a case of emergency.

All members of staff employed by the Board of Trustees are employed to perform tasks pertaining to the running and upkeep of the Development; they may under no circumstances be used by any Owner or Occupier to perform private tasks whilst they are on duty.

13.2 Complaints

An Owner or Occupier who has a complaint about any member of staff is to report it in writing to the Board of Trustees, and is not to reprimand any member of staff or person in any way.

13.3 Domestic Employees

Any Owner or Occupier of a Section who has a domestic employee is to make sure that the employee knows and understands the conduct rules and adheres to them at all times. The employee is the Owner or Occupier's responsibility at all times.

Owners or Occupiers are expected to inform the Estate Manager should they have a domestic worker in their employ and will, at their own cost, make available a copy of the domestic worker's identity document as well as two ID photographs in order to ensure the domestic worker has a security pass. Domestic workers will under no circumstances be allowed into the Development without a security pass.

14 VISITORS

Any Owner or Occupier of a Section who receives visitors or guests is to make sure that their visitors comply with these conduct rules at all times. The Owner and / or Occupier is responsible for the actions of all their visitors at all times.

15 OCCUPATION AND LETTING OF UNITS

15.1 Occupation

Occupation in any unit is limited to a maximum of two (2) persons per bedroom. The trustees may at their sole discretion allow one additional person in a unit, subject to a maximum period of 12 months, which permission may not be renewed.

15.2 Conditions of Letting

15.2.1 Should any Owner let their property, they shall advise the Managing Agent in writing of the names and contact details of the Occupiers and the period of the lease.

15.2.2 Under no circumstances shall a lease period shorter than 3 months be permitted.

15.2.3 Garages may only be let to De Velde owners or residents.

15.2.4 Notwithstanding 15.2.3 above, a garage may be let to a De Velde service

provider, but only after obtaining the prior written consent of the trustees.

- 15.2.5 The Owner shall provide the lessee with a hard copy of these rules as an addendum to the lease agreement. The Owner shall ensure that the lease agreement causes to bind the lessee to the said rules.
- 15.2.6 The registered Owner shall be liable for any contravention of the conduct rules by the Occupier, their visitors or employees.
- 15.2.7 No letting or parting with occupation shall in any way release the Owner from any of their obligations to the Body Corporate and Association, in terms of the rules, in terms of the Sectional Titles Act 95 of 1986, as amended and / or in terms of the Constitution of the Association.

16 BUSINESS OR LEISURE ACTIVITIES

- 16.1 No auction, jumble sale or any other sale shall be held on or in the property without first obtaining written permission from the Board of Trustees.
- 16.2 Notwithstanding clause 16.1, Units that go on show may for the day of the show house only have the minimum number of pointer boards required to point out the Unit on show. The "for sale/to let" sign herein referred to may only be erected at 10h00 and must be removed by 17h00. All signage so erected may not obstruct any pathway.
- 16.3 No business, profession or trade may be conducted in any section or on the common property without the prior written approval of the Trustees. A written application to conduct such a business from the section is required.
- 16.4 Should any approved activities cause a disturbance or inconvenience to other residents or infringe on the usage of the common property (e.g. parking), this permission may be withdrawn, at the sole discretion of the trustees.

17 COMPLAINTS

Should an Owner or Occupier have a complaint of whatever nature, this should be directed to the Board of Trustees in writing. No verbal complaints will be entertained.

18 LIFESTYLE CENTRE

The Lifestyle Centre and its facilities are used entirely at own risk. Neither De Velde Homeowners' Association; its trustees; employees nor agents shall be held liable for any injury to any person or death of any person, howsoever caused, or for any loss of or damage to any property, or for any claim of whatsoever nature which may arise as a result of or in connection with the use of this facility. The trustees of the Association may from time to time create or modify Lifestyle Centre rules to ensure the efficient running of the Lifestyle Centre. Such rules shall be binding on all users of the Lifestyle Centre and shall be enforceable from the date of approval by the trustees.

19 BOARD OF TRUSTEES' DECISION IS FINAL

- 19.1 In respect of the interpretation of these rules and the Lifestyle Centre rules, and all decisions to enforce these rules and the Lifestyle Centre rules, the Board of Trustees' decision shall be final and binding.
- 19.2 An Owner or Occupier of a Section, who contravenes any rule, shall be liable to a fine (in terms of Clause 21)
- 19.3 If as a result of a breach of any of the rules by any Owner or Occupier, the Board of Trustees instruct an attorney, the defaulting Owner or Occupier shall be liable for all costs and charges of whatsoever nature on an attorney and own client scale, including the costs of counsel on the highest scale, in full, whether or not legal action is actually instituted, as incurred by the Board of Trustees as a result thereof.
- 19.4 The Board of Trustees has been elected by the Owners to fulfill a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees on the Board of Trustees' person or property will result in legal action.

20 WRITTEN PERMISSION

Written permission by the Board of Trustees shall only be valid if signed by any 2 (two) Trustees on the Board of Trustees.

21 BREACH OF THE SCHEME'S RULES OR PROVISIONS OF THE ACT

- 21.1 If the conduct of an Owner or an Occupier of a Section or his or her visitors in the opinion of the Board of Trustees constitutes:
- 21.1.1 a nuisance, or
 - 21.1.2 a breach of any duty of the Owner under section 44 of the Act, or
 - 21.1.3 a breach of any of the duties of Owners and Occupiers of sections contained in the management rules, or a breach of any of the conduct rules or the Lifestyle Centre rules,
- the Board of Trustees may furnish the Owner or Occupier with a written notice which may in the discretion of the Board of Trustees be delivered by hand, email or registered post. In the notice the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the Owner of the Section.
- 21.2 If the Owner or Occupier nevertheless persists in that particular conduct or in the contravention of that particular rule or section of the Act, the Board of Trustees may convene a meeting of Board of Trustees to discuss the matter.
- 21.3 A written notice by which the alleged offender (whether Owner or Occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the Owner at least 7 (seven) days before the meeting is held. At the meeting the Owner must be given the opportunity to present his or her case, but except in so far as he or she is permitted by the Chairperson, he or she may not participate in the conduct of the meeting.
- 21.4 After the Owner has been given the opportunity to present his or her case, and if 75% (seventy five percent) of the Board of Trustees present at the meeting agree that a provision of the scheme rules, Constitution or the Act has been breached, the Board of Trustees may by majority decision impose on the offender a fine of R 500.00 for the first offence, a fine of R 1 000.00 for every identical offence thereafter and a fine of R100.00 per additional day for an ongoing offence. The monetary amount of the fines in terms of this rule shall, at the request of any Owner, be reviewed at any annual general meeting and may be amended by majority vote.
- 21.5 A Trustee shall not be entitled to participate at the meeting referred to in the above clause in that capacity if she or he or any person who occupies the Section which she or he owns or represents is the alleged offender.
- 21.6 Any fine imposed in terms of clause 21.4 may, if it is not paid by the offender within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the contribution which an Owner is obliged to pay in terms of section 37(1) of the Act and claimed by the Board of Trustees as part of the monthly installments payable by the Owner.

22 INDEMNITY

The Owner or Occupier, their family, employees, guests and sub-contractors shall indemnify, defend and hold harmless the Trustees and / or the Board of Trustees of the Association, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description; including any reasonable attorneys' fees and / or litigation expenses caused by, arising out of, or contributed to in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Board of Trustees, their employees, agents, representatives, or sub-contractors' employees, agents or representatives in connection with or

incidental to the performance of this Agreement. The duly elected Board of Trustees shall under no circumstances be held personally liable whilst performing their duties as Board of Trustees unless found to be grossly negligent.

23 GENERAL

In the event of any contradicting provisions in these conduct rules and the Constitution of The De Velde Homeowners' Association, the provisions of the Constitution shall prevail.