

San Ridge Village (SRV)

Body Corporate

SS

319/2006, 1068/2006, 1169/2006, 380/2007

Conduct Rules

Made by the Body Corporate in terms of section 35(2) (b) of the Sectional Titles Act 95 of 1986

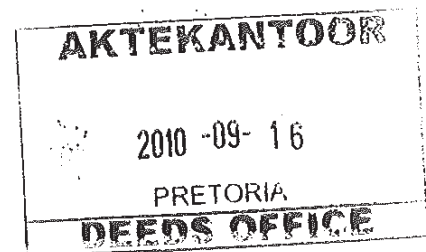
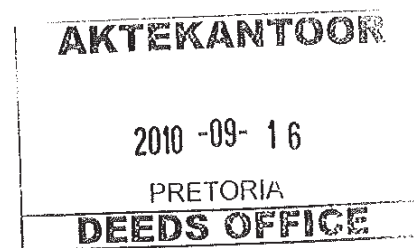


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These Conduct Rules bind the owner of any unit and any lessee or other occupant of the unit, and it shall be the duty of the owner to ensure compliance with the Rules by his lessee or resident including employees, guests and any member of his family, his lessee or his resident.

1. DEFINITIONS

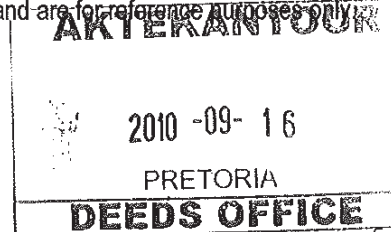
In these rules, the following terms shall have the meanings assigned to them hereunder, namely:

Term	Definition
Act	the Sectional Titles Act 95 of 1986 (as amended)
Owner	the registered owner of a unit in the complex known as SAN RIDGE VILLAGE
Body Corporate	consists of all the registered owners of at least one SAN RIDGE VILLAGE Section
Section	a section as shown as such on the sectional plan, and registered in an owner's name
Common Property	the land and such parts of the building as are not included in a section
Exclusive Use Area	part of the common property allocated for the exclusive use of an owner of a section

Managing Agent	the entity, whether it be a company, close corporation or person, which may be appointed by the Body Corporate from time to time to administer the affairs of the Body Corporate in accordance with the management contract concluded between such entity and the Body Corporate
Resident	any person, including but not limited to an owner, who occupies a section at SAN RIDGE VILLAGE, and who is bound by these rules and the provisions of the Act
Child	A Child is identified as (a) minor of 12 years of age or younger
The Trustees	persons, the majority of whom are owners of units in the scheme, who are elected in terms of the Act, to exercise the functions and powers of the Body Corporate
Unit	a section together with its undivided share in common property apportioned to that section in accordance with the quota of the section
Administration Fee	an amount of money charged to an owner for any transgression of the rules

In these rules, unless a contrary intention clearly appears, words importing any one gender include both genders; the singular includes the plural and vice versa; Natural persons include created persons otherwise known as legal persons (corporate and unincorporated) and vice versa.

Paragraph headings shall not be used in the interpretation of these Rules and are for reference purposes only.



2. CONDUCT

- 2.1. It is a criminal offence to use fire hoses, hydrants or extinguishers for washing cars, watering plants and so on. Fire hoses, extinguishers and hydrants shall only be used to extinguish fires.
- 2.2. Firearms shall not be discharged on any part of the property unless strictly for reasons of security. Pellet guns, crossbows, catapults and other weapons shall not be used to propel projectiles in the complex.
- 2.3. No stones, or other solid objects, shall be thrown on the common property.
- 2.4. Should any resident, his family, his tenants, his domestic staff, his guests or visitors cause damage of whatsoever nature to the common property, the owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.
- 2.5. All suggestions and constructive criticism are welcome – However, only those submitted in writing to the Trustees shall be considered.
- 2.6. No auctions or jumble sales shall be held on any part of the property, unless prior application in writing has been approved by the Trustees.
- 2.7. The use of electricity generators and compressors by residents shall not be permitted at SAN RIDGE VILLAGE.

3. SECURITY

- 3.1. Residents and their visitors shall at all times adhere to all security procedures, which may be instituted from time to time by the Trustees.
- 3.2. The right of admission to SAN RIDGE VILLAGE is at all times reserved.
- 3.3. All visitors must report to the guardhouse at the entrance and must be signed in by the person being visited.
- 3.4. Visitors are not permitted to enter or exit the building at any point other than through the guardhouse at the entrance.
- 3.5. Visitors must at all times conduct themselves in a quiet and orderly manner so as not to cause a disturbance in any portions of the development.

- 3.6. Unauthorized traders, hawkers or others found causing a nuisance on the premises should be reported to either the estate manager or one of the trustees of the body corporate.
- 3.7. All owners shall, at the request of the managing agents and/or trustees, supply details of the occupants of their sections, i.e. name, identity number, business telephone number, to the managing agent and/or the trustees, appointed from time to time.

4. NOISE

Consideration for one's neighbours is of paramount importance when living in a sectional title environment.

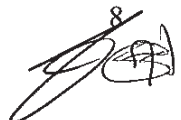
- 4.1. Reasonable quietness shall be maintained at all times, while silence shall be maintained between 22h00 and 08h00 from Monday to Sunday and on Public Holidays.
- 4.2. Radios, televisions, musical instruments, music players, microphones or amplification systems and similar equipment must be used in such manner as not to be heard in adjacent units or common property or in such a manner as not to cause disturbance to other residents. The same applies to instruments such as the vuvuzela.
- 4.3. Upon driving into the basements of SRV's buildings at any time during the night or day, the volume of cars' radios or sound systems shall be switched off, or turned down to a minimum level, since the slightest sound produced in these basements is amplified dramatically and disturbs all residents in the building concerned. For the same reason, the volume of radios or sound systems of cars parked in any SRV basement shall be switched off, or turned down to a minimum level, at all times and under no circumstances will there be any sort of socializing or loitering in the basements.
- 4.4. Building/renovating activities causing noise shall only be allowed to take place on Mondays to Fridays between 08h00 and 17h00 and Saturdays between 08h00 and 12h00. As far as possible, demolition activities must be concentrated on specific days and times. Jackhammers and other noisy equipment shall only be used if there is no other practical means available. The unit owner shall give his neighbour at least 24 hours prior warning of such activities.
- 4.5. Hooters shall not be sounded within the common property other than in emergencies.



5. CHILDREN

Children are subject to the Conduct Rules in the same manner as adults.

- 5.1. Residents shall supervise their children and those of their guests to ensure that no damage be caused or nuisance be created. Children shall not interfere or tamper with gates, plants, decorations, nameplates, lights or any portion of the common property whatsoever; in particular swimming pool equipment and the electronic gate and ancillary equipment at the entrance to the complex. In addition, residents shall supervise their children and those of their guests in and around the swimming pool and squash court areas of the complex.
- 5.2. Residents shall at all times be responsible for the acts of their or their visitors' children on any part of the property.
- 5.3. Children shall not at any time be permitted to play in or around the parking areas, including driveways, visitors' parking areas, residents' parking areas and any of the buildings' basement parking and driving areas.
- 5.4. No ball games shall be permitted on common property.
- 5.5. The use of soapbox cars, skateboards, roller skates and the like is strictly prohibited on the common property.
- 5.6. No owner shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any walls of the common property or of the buildings. No games, skateboard riding, roller skates or recreational activities of any nature shall be permitted in any part of the common property, save with the exclusive use area of the crèche and subject to the sole discretion of the owner of unit 326.
- 5.7. Bicycle riding will only be permitted provided that adult supervision is present at all times. The Body Corporate will take no responsibility or liability for any injury or damage that may result.



6. STAFF OF BODY CORPORATE

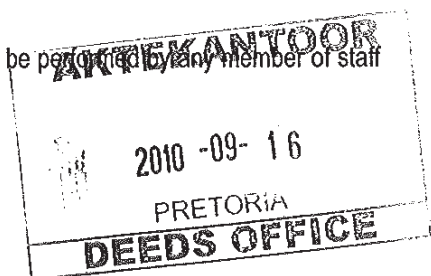
- 6.1. No employee of the Body Corporate shall undertake any errands or jobs for anyone else besides the Body Corporate during normal working hours. The employee is answerable to the Chairperson or the Trustees, from whom all instructions shall emanate, unless in an emergency. Members of the Body Corporate wishing to employ the employee/s outside working hours may do so at an agreed negotiated rate between that member and the employee/s.
- 6.2. Body Corporate employee/s shall not leave the Complex during working hours unless on specified business with the permission of the Trustees or the appointed Supervisor.

7. DOMESTIC WORKERS OR STAFF

- 7.1. A list of the full names and ID numbers of all Domestic Workers allowed on the premises shall be given to the Trustees. Any Domestic Worker not on the list shall only be allowed onto the premises when their ID Numbers have been supplied to the Trustees.

An owner or occupier of a section shall:

- 7.2. Be responsible for the activities and conduct of his staff and shall ensure that his staff understand and that they do not breach any rules or local authority by-laws which may affect the scheme;
- 7.3. Ensure that his staff do not loiter on the common property;
- 7.4. Ensure that his staff and their visitors or guests do not cause undue noise within their sections or on the common property elsewhere.
- 7.5. Staff and/or their employees shall be liable for any fine or other penalty imposed by any authority should any servant or other person be illegally accommodated.
- 7.6. Any owner or occupier of a section whose staff consistently fails to abide by the Conduct Rules may be required to remove such staff from the property if so instructed by the trustees.
- 7.7. No owner or occupier of a section may request personal duties to be performed by any member of staff employed by the body corporate.



8. ANIMALS AND PETS

No animals, reptiles or pets (other than a bird in a cage) shall be kept or harboured in San Ridge Village.

9. LETTING OF UNITS

9.1. All tenants of units and other persons granted rights of occupation by an owner are obliged to fully comply with these Conduct Rules notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The owner of the unit in question shall inform his/her tenant/s of the existence of Conduct Rules for SRV and shall provide them with a copy of the current Conduct Rules, which shall form an Annexure to the lease agreement.

An owner, in respect of units 1 to 325, may let or part with occupation of his unit provided:

9.2. That no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the body corporate, hereunder or in terms of the rules or any house rules made in terms thereof or of the Act;

9.3. That no such lease of or parting with occupation shall be for a period of less than 6 (six) months;

9.4. An owner shall be obliged, within 14 (fourteen) days of the date of a lease of his unit, to supply the trustees with a copy of the Lease Agreement and ID document, together with full particulars of the tenants and all other persons who might form part of the tenants household. Furthermore, a copy of these Conduct Rules is to be supplied to all the occupants of the unit and acknowledgement of this receipt is to be supplied to the Trustees.

The owner of unit 326 may not let or part with occupation of his unit without the written consent of the Body Corporate and the Developer as defined in the Title Deed of the said unit.

The body corporate must be duly informed of the full details of all the letting agents for their specified units. If a letting agent is not on the body corporate's database, he/she shall not be allowed entry into the complex.

10. REFUSE REMOVAL

10.1. No rubbish or refuse shall be left on any portion of the common property or in any section where it will be visible and/or constitute a health hazard.

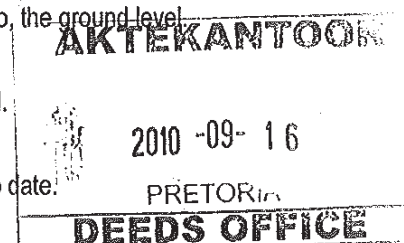
- 10.2. For the purpose of having the refuse collected, owners must place their refuse into the appropriate refuse bags, then securely and properly contain the refuse in the Pikitup bins provided in the allocated domestic refuse areas, and these bins shall be left closed and the areas left clean.
- 10.3. Building rubble and refuse resulting from renovations or moving operations must be removed by the resident concerned at his own cost, as this type of refuse will not be permitted to be deposited in the refuse bins, or on any portion of the common property. Cardboard cartons or packing material must be broken down prior to placement in the bins. Refuse shall not include items such as broken furniture, faulty appliances, motor car parts or other similar items. These must be disposed of at the municipal dump by the resident concerned.
- 10.4. Cigarette ends, bottles, cans and other objects shall not be thrown from the windows or anywhere from or onto common property.
- 10.5. Sanitary items should not be flushed through the sewerage systems. Such items are to be placed in a plastic bag and sealed, with other refuse/rubbish.

11. ERADICATION OF PESTS

A resident shall keep his section free of cockroaches, termites, any wood destroying insects, any other form of insects, rodents and/or other potential disease-carrying animals. He shall permit the Trustees, the Managing Agent and their duly authorised agents and employees to enter his section for the purpose of inspecting the section and taking any action as may be required to eradicate any such pests. The cost of inspection/eradicating any such pests that may be found within a unit, and the replacement of any woodwork or other material forming part of such section that may have been damaged by such pests shall be borne by the owner and/or resident of the section.

12. EXTERNAL AND INTERNAL ADDITIONS, ALTERATIONS OR MAINTENANCE

- 12.1. The owner of a section shall apply to the Trustees prior to renovating, altering or adding to his unit.
- 12.2. Such application shall be submitted to the Trustees in writing and shall state the estimated date of commencement and completion of such work and what the job shall entail. It must also give details of the manner in which building materials shall be conveyed from, and down to, the ground level.
- 12.3. No building project of a duration of more than six months will be considered.
- 12.4. An application will only be considered if the applicant's levies are paid up to date.

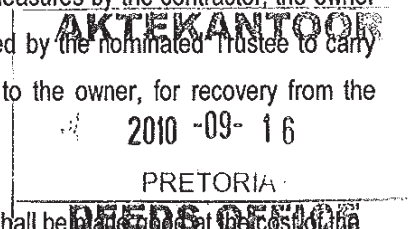


- 12.5. In the event of any internal walls being demolished, building plans by a registered architect or structural engineer must be submitted, accompanied by a statement that the removal of such walls shall not compromise the structural integrity of the building.
- 12.6. At the sole discretion of the Trustees, they may require the owner concerned to deposit a sum of money with the managing agent or the Trustees, as a "building deposit", which shall serve as security in the event of damage being caused to an adjacent unit or to common property. The Trustees shall at their sole discretion allocate funds from this deposit to repair any damage that may have been caused to the common property by the applicant's building operations. Where a deposit becomes insufficient, the Trustees shall require a further deposit. When the works are complete, the deposit, less deductions, if any, shall be returned to the owner. The rights of the Trustees in terms of this clause shall not derogate from any other legal rights which the Trustees or Body Corporate may have against affected owners.
- 12.7. In the event that the owner of the section being altered changes the previous plans approved by the Trustees in respect of any alteration, it shall be incumbent upon the owner to bring such change(s) to the attention of the nominated Trustee before the Contractor is instructed to proceed with the change(s). The Trustee may require the amended plans to be reviewed and signed by an Engineer, at his own cost before the work may proceed.
- 12.8. The Trustees shall nominate a Trustee who shall liaise with an owner engaged in any additions and/or alterations contemplated in terms of the above.
- 12.9. All work shall be completed within the period specified under section 12.2 above, subject to an extension of time being negotiated between the owner concerned and the Trustees, should such an extension be required. The Trustees may specify a date by which the work MUST be completed failing which they may impose penalties payable to the Body Corporate.
- 12.10. The amount of such penalties shall be at the sole discretion of the Trustees but shall not be charged at more than three times the monthly levy payable in respect of the unit.
- 12.11. The owner shall ensure the following:
- A list of the full names and ID numbers of all contractors and their employees allowed on the premises shall be given to the nominated Trustee on the contractor's company letterhead. Any workmen not on the list shall only be allowed onto the premises when their ID Nos. having been supplied to the Trustee.

- Contractors shall only park in the area allocated to them by the Trustees. Offending vehicles may be denied entry to the complex until the owner has assured the Trustees that the offence shall not occur again.
- The building contractor or a full-time responsible foreman shall be present on the site for the major part of the shift while work is in progress.
- All contractors shall be informed of the following working conditions and it is the responsibility of the relevant owner(s) to see that their contractors abide by these. A list of these working conditions shall be provided to the owner(s) together with the Trustees' approval. Should any contractors contravene any of these rules, they may be barred from further entry to the complex.

12.12. The contractor shall ensure the following:

- All building materials and rubble shall be placed only in the location specifically allocated by the nominated Trustee.
- The contractor shall sweep up and dispose of building dust and take all reasonable measures to prevent dust infiltrating other sections or the common property. Any dirt or dust that may infiltrate other sections or the common property, in spite of protective measures, must be cleaned up.
- No building rubble may remain on any part of the common property and shall be completely removed at the end of each working day.
- Care shall be taken when transporting building material or rubble over any portion of the common property, and any dust or mess created shall be cleaned up immediately.
- No paint, solvents, cement, plaster or grout slurry shall be washed or otherwise disposed of into the storm-water or sewage drains. This is not only illegal but can pollute the complex paving or clog/poison the drainage systems. All such material shall be put into suitable containers and removed from the property.
- Should the Trustees be dissatisfied with any of the clean-up measures by the contractor, the owner will be notified and an outside company may be commissioned by the nominated Trustee to carry out the cleaning required. The cost thereof will be charged to the owner, for recovery from the contractor.



12.13. Any damage to neighbouring sections or to the common property shall be made good at the cost of the owner immediately and, failing this, the nominated Trustee may require that all building operations

cease until he is satisfied that the damage has been repaired. It shall be the owner's responsibility to note and record any damage existing before commencing operations and advise the nominated Trustee, following which the owner accordingly shall not be held responsible for prior damage.

- 12.14. Obstruction – Should any alteration, addition or decoration obstruct any employees or contractors of the Body Corporate in performing any work on the common property or common services, the owner concerned shall be liable for any additional costs incurred.
- 12.15. All work shall be done only by suitably qualified, and where applicable licensed or registered, workmen and contractors. ¹
- 12.16 If these regulations are infringed in any respect whatsoever and by any person whosoever, the Trustee nominee is empowered to order the suspension of work until he is satisfied and assured by the owner that there shall be no re-occurrence, failing which the Trustees are empowered to take such appropriate legal action as they may be advised and the entire cost of such action shall be borne by the owner on an attorney and own client scale.
- 12.17 Any contractor employed in any capacity to attend to external or internal additions, alterations or maintenance to any section or exclusive use area shall ensure that such Contractor has a Contractors All Risks Insurance policy with sufficient coverage for the contract. Failing which, a warranty period on work done must be furnished in writing.
- 12.18 In the event that the aforesaid condition is not met, the Trustees shall have the right to terminate works for as long as the condition remains unfulfilled.
- 12.19 The aforesaid Contractors policy *shall* include:
- 12.19.1 The Contracts Works Section and Construction Industry Public Liability policy.

¹ When refurbishing bathrooms and kitchens, it is advisable to renew the plumbing before retiling the walls and floors. Also have the electrical wiring and switchgear checked, particularly the earth leakage safety switch.

- 12.20. The owner shall obtain a copy of the policy from the contractor, which the owner must ensure is handed to the Trustees for inspection prior to commencement of the works (The onus rests entirely on the owner concerned to hand a copy of the policy to the Trustees.). If an owner fails to comply with these rules and such failure results in loss, damage or inconvenience to any unit or common property, such owner shall be given two weeks after written notice by the Trustees, or their nominee or the Managing Agents to repair, maintain or rectify the problem. After that, if the owner does not comply with such written notice, the Body Corporate shall be entitled to rectify the owner's failure in such manner as it deems fit and to recover the cost of so doing from such owner.

13. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 13.1. It is recorded that some unit holders have at least one private parking bay in the basement of the building in which the unit is situated, while a few others have garages. These parking bays and garages shall be used for the parking of cars and not as storage facilities or for any other purpose whatsoever.
- 13.2. A speed limit of 15 km per hour must be observed on the common property at all times.
- 13.3. Vehicles may not be driven within the common property in a manner that is reckless or unsafe, or that creates a nuisance.
- 13.5. Vehicles shall be parked only on such areas of the common property as are specifically indicated for that purpose and in such a way that the flow of traffic and access and egress from parking bays are not obstructed. In addition, no vehicle is allowed to park on the grass of the common property or on the patios of units. Should a vehicle be parked in a manner that causes obstruction, the vehicle may be towed away and impounded at the expense of the owner of the vehicle.
- 13.6. Vehicle/s belonging to, or being used by, a resident shall be parked only in that section's allocated parking bay and/or garage.
- 13.7. Damaged vehicles, vehicles that are not in general use, vehicles that drip oil or brake fluid on to the common property or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved in advance by the Trustees in writing. Should there be any clean-up required in the case of a contravention of this rule, the cost thereof will be charged to the resident responsible.
- 13.8. Should the Body Corporate require an owner to remove his vehicle for any such reason (which may include but not limited to any vehicle parked, standing or abandoned on the common property), the said owner will receive written notification and should this notification not be adhered to within seven (7) days

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of notification, the Body Corporate will forcibly remove and/or tow the vehicle off the property at the risk and expense of the owner.

- 13.9. No trucks, caravans, trailers, boats or other heavy vehicles may be parked on any portion of the common property without the prior written consent of the Trustees. Any of the above-mentioned shall be registered with the Trustees and display the unit number of the owner.
- 13.10. No owner or person may dismantle or effect major repairs to any vehicles on any portion of the common property.
- 13.11. Car alarms that are triggered shall be attended to immediately. Should the owner or user of the vehicle be absent from the complex and the vehicle alarm causes a disturbance to the residents of the complex, the Trustees will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the owner of the vehicle.
- 13.12. Parking of vehicles on the common property is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle and that no liability shall be attached to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming to be such, may suffer.
- 13.13. Visitors shall park outside the complex if there are no vacant visitors parking bays available and "Visitors Parking" signs shall at all times be observed. Only if a resident has an allocated parking bay in the basement available may a visitor park in such parking bay.
- 13.14. Garage doors shall be kept closed at all times.
- 13.15. All vehicles shall display a disk which may be supplied or required by the trustees from time to time.
- 13.16. The owner of unit 326 shall ensure compliance with the parking requirements in respect of the parking area situated within his exclusive use area.
- 13.17. Washing of vehicles is only permitted in an owner's designated parking bay (or garage). The Code of Conduct and all other rules applicable shall apply in addition to this rule.

14. FURNITURE REMOVAL

- 14.1. Removal trucks shall ONLY be permitted into the complex with prior consent from the building manager.

- 14.2. Residents or incoming residents who move furniture or engage removers shall ensure that the removal activities do not obstruct the flow of traffic and that access to and egress from garages and carports are not obstructed.
- 14.3. The section owner or resident involved shall be liable for any damage whatsoever caused by themselves or their removers.

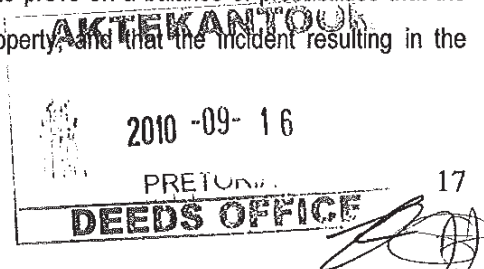
15. INSURANCE CLAIMS

In terms of recent amendments to the Prescribed Management Rules of the Sectional Titles Act 95 of 1986, Rule 29(4) now reads as follows:

"The owner of a section is responsible for any excess payment in respect of his or her section payable in terms of a contract of insurance entered into by the body corporate, provided that owners may by special resolution determine that the body corporate is responsible for excess payments in respect of specified damage.

In light of the amendment, the Body Corporate hereby resolves by special resolution according to the definition of special resolution contained in the Sectional Titles Act 95 of 1986 that:

- 15.1. The excess payable on an insurance claim submitted by or on behalf of the Body Corporate in terms of the common property shall always be borne by the insured party, which is the Body Corporate itself;
- 15.2. The owner of a section shall without exception be responsible for the insurance excess payable in respect of any insurance claims arising from the geyser or hot water system servicing his section, irrespective of whether such geyser is situated in the section or on the common property at the scheme;
- 15.3. The owner of a section shall be liable for the insurance excess payable in respect of any insurance claim submitted in or with regard to his section subject to paragraph 15.4 below.
- 15.4. The aforesaid is subject to the proviso that if it can be proved that the cause of the damage to a section emanated from the common property at the scheme and it can further be proved that it was due to the neglect of the Body Corporate to attend to the repair or maintenance of any portion of the common property, which gave rise to the incident causing the damage then the Body Corporate will be responsible for payment of the insurance excess.
- 15.5. In the above instance the onus rests on the unit owner to prove on a balance of probabilities that the cause of the damage emanated from the common property, and that the incident resulting in the



damage was caused by the neglect of the Body Corporate to attend to the repair or maintenance of any portion of the common property.

- 15.6 The provision contained in paragraph 15.5 above does not affect the section owner's right (which right admits of being ceded) to claim the insurance excess from any other section owner in the appropriate circumstances, e.g. where the damage has been caused by the other section owner's negligence.
- 15.7 It is the section owner's responsibility to take all reasonable precautions to prevent loss, damage, destruction to his section and the common property.
- 15.8 An owner shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on the insurance policy or which may tend to vitiate any such insurance.
- 15.9 An owner shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy. No gas cylinders of any nature whatsoever shall be housed in any part of the building and specifically not in any part of the clubhouse or crèche.
- 15.10 Any gas appliance shall not be installed inside your section without the prior written consent of the Trustees. Once approval has been granted, it is the responsibility of the owner to ensure that the installation of the gas appliance(s) be compliant with all the necessary regulatory bodies' requirements.

(The Body Corporate insurance policy does NOT cover the personal belongings of residents and residents are strongly advised to keep the contents of their section adequately insured in the event of fire, theft or any other unforeseen eventuality.

16. COLLECTION OF LEVIES

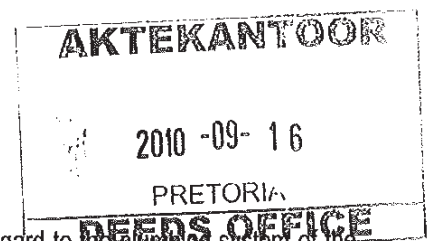
- 16.1. The purpose of a levy is to pay for building maintenance, water, effluent, employees' salaries, gardens, insurance, security, municipal charges for the common property and generally to maintain the building in a prime state. It is the duty of the Trustees to determine the levy in terms of Management Rule 31.
- 16.2. Owners are, in addition, liable for payment for services that are individually metered, such as electricity supplied to their units or exclusive use staff quarters.
- 16.3. Special levies may also be raised by the Trustees from time to time, where justified, for the purpose of maintenance work, replacements or improvements to the building, in terms of the Management Rules.

- 16.4. The collection of the levies and payment of all expenses are administered by the complex's Managing Agent on the instructions of the Trustees. Owners are at present given a period of seven days of grace at the beginning of each month by which time the managing agents must receive all monies owed by the owner in respect of that month, plus any penalties that may have been levied. Any queries regarding levies and payments must be addressed to the Managing Agents.
- 16.5. Failure to pay monies promptly when due shall result in the debiting of interest to the accounts concerned. The rate of such interest shall be determined from time to time by the Trustees in accordance with Management Rule 31(6).
- 16.6. If levies due are not paid by the seventh day of a calendar month, a warning notice shall be sent out, for which a charge shall be levied by the managing agent, payable by the defaulter. Should non-payment or late-payment be repeated, debt collection action may be taken against defaulters, and the defaulting owner shall be liable for all costs as provided for in Management Rule 31. Additionally, in the case of chronic late or non-payment, the owner's name may be sent to a Credit Bureau for blacklisting at the discretion of the Trustees.
- 16.7. In the event of the Trustees initiating legal proceedings against an owner for the recovery of any amount owing to the Body Corporate, the owner in question shall pay all collection commission and/or any other legal costs incurred in respect thereof, including any attorney and client costs incurred by the Body Corporate in terms of Management Rule 31 contained in Annexure 8 to the Act.

17. HAZARDS

- 17.1. No cooking is permitted in the servants' quarters, if any.
- 17.2. An owner shall take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their sections.
- 17.3. No obstructions of whatsoever nature, including pot plants, may be placed in the corridors or on the stairways.
- 17.4. Fire hoses shall not under any circumstance be used for private purposes, but shall only be used for the purpose of fire fighting.

18. TELEVISION AERIALS AND SATELLITE DISHES



Individual television aerials and satellite dishes shall not be installed / erected on any parts of the common property without the prior written consent of the Trustees, and the Trustees shall be entitled to attach any reasonable condition, at their sole discretion, if such consent is granted. Currently, communal satellite dishes are provided.

19. USAGE

- 19.1. No owner, in respect of units 1 to 325, shall use an apartment for any purpose other than residential purposes. Unit 326, and its exclusive use area, may only be used as a crèche, subject to the conditions as imposed by the relevant Local Authorities. In the event of any unit being owned by a company or close corporation, the section may be occupied by such person nominated from time to time by such company or close corporation, provided that such occupation shall be subject to the prior approval of the trustees which approval shall not be unreasonably withheld.
- 19.2. All owners and occupants of sections shall ensure that their respective activities in and causes of the common property, exclusive use area, and or the section or any part thereof with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the building and in accordance with the rules and any house rules made in terms of these rules, and of the provisions of the Act. This rule shall likewise apply to guests and servants of owners and/or occupants of sections while they are in the buildings and/or common property.
- 19.3. No owner shall cause or permit any disorderly conduct of whatsoever nature upon the section, exclusive use area, or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other owner or occupant of the buildings or member of the body corporate, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights or occupation or the interests of any other owner or occupant or the buildings or member of the body corporate.
- 19.4. The use of radio and television sets, gramophones, recording equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.
- 19.5. The owner shall at all times maintain his section and exclusive use area in a good, clean and neat order and condition and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows. Front doors must be kept varnished or painted at all times, failing which the Body Corporate may attend thereto if deemed necessary, at the owner's expense. The Body Corporate shall have the right to inspect all plumbing facilities and electrical installations from time to time to ensure proper maintenance of such. It is, however, recorded that the owner of unit 326 will be liable for the maintenance and upkeep of his unit, interior and exterior, and exclusive use area in total.

19.6. An owner shall not erect any tent or other structure or alter or remove any shrub, tree or plant on or in the common property without the written consent of the trustees first having been had and obtained.

19.7. No smoking or drinking of alcohol shall be allowed on any part of the common property.

20. ADDITIONS, ALTERATIONS OR DAMAGE TO THE COMMON PROPERTY

20.1 An owner or occupier of a section shall not alter any part of the common property without first obtaining the written consent of the Trustees. This includes attachment of external structures or wiring, marking or painting walls, and driving of nails, screws or other fastenings. Should this rule be contravened, the Trustees may restore the common property to its original state at the cost of the owner.

20.2. Notwithstanding sub-rule (18.1), an owner or person authorised by him may install:

20.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section; or

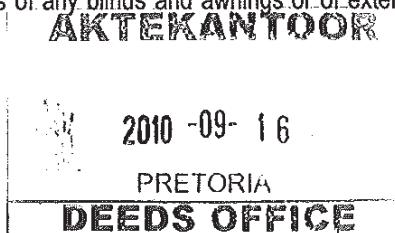
20.2.2 any screen or other device to prevent the entry of animals or insects.

This is on condition that the Trustees have first approved, in writing, the nature and design of the device and the manner of its installation.

20.3. The owner may make alterations to the interior of the section, but no structural alterations or alterations to the water supply, electric conduits or plumbing may be effected without the prior written consent of the trustees and then subject to such conditions as the trustees may impose.

20.4. An owner may place in the sections at his own expense any improvements, additions or fixtures such as mantels, lighting fixtures, refrigerators, cooking ranges, woodwork panelling, ceilings, doors or decorations which will not cause any damage to the building, subject always to the condition that the owner shall at all times only use such electrical appliances and fittings as shall comply with the electrical wiring of the building and shall at no stage do anything which is likely to endanger or jeopardize the safety of the building.

20.5. No exterior blinds, awnings or other fittings shall be installed, save with the prior written approval of the trustees. Blinds, awnings and other fittings which are visible to the public view shall be brown or bronze and at all times be maintained in a state of good repair and clean condition failing which the trustees shall have the right to require their removal or, alternatively, to attend to the repair thereof at the cost and expense of the owner. Colours and types of any blinds and awnings or of exterior paint work on



doors, window, window frames, balustrades, balcony walls and ceilings shall not be changed without the prior written approval of the trustees.

21. APPEARANCE FROM THE OUTSIDE

- 21.1. The colour scheme of the buildings of the complex is the responsibility of the Body Corporate.
- 21.2. The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, "stoeps" and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 21.3. Air-conditioning units, solar panels and the like shall not be installed at the complex without the prior written permission of the Trustees.

22. SIGNS AND NOTICES

No owner or occupier of a section at SRV 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 outside the section, without first obtaining the written consent of the Trustees.

23. SLAUGHTERING OF ANIMALS FOR CULTURAL, RELIGIOUS OR OTHER PURPOSES

Slaughtering of animals for religious and cultural purposes shall NOT be permitted within the confines of a section (and not under any circumstances on common property).

24. OCCUPANCY LIMITATION

- 24.1. An owner of a residential portion, whether or not he personally occupies that section, shall at all times ensure that the number of persons who permanently reside in that section does not exceed:

1 bedroom: 3 (THREE) Persons
2 bedroom: 5 (FIVE) Persons
3 bedroom: 7 (SEVEN) Persons

- 24.2. In terms of Health Regulations and the Act, garages or storerooms shall not be converted for use as living accommodation or a place of business. Trustees can compel the owner to make such alterations as to restore the garage to its designed usage.

- 24.3. There is a limitation of ten visitors per section, and these Conduct Rules will apply to all visitors at all times. Should the owner /tenant /agent be in breach by exceeding the number of visitors stated in this rule, the Trustees reserve the right to revoke privileges regarding visitors allowed with immediate effect.

25. USE OF THE SWIMMING POOL

- 25.1. Use of the swimming pool at SRV is at the sole risk of the person or persons utilising the facilities.

The SRV Body Corporate, its employees, Trustees and Managing Agent are indemnified and held harmless in the event of death or injury caused by whatever means of any persons using the swimming pool at the scheme.

- 25.2. The swimming pool is for the use of residents and their guests, provided such guests are at all times accompanied by a resident of SRV. The Trustees, at their sole discretion, may restrict the use of the swimming pool at the complex by visitors.

- 25.3. Any person under the age of 16 (sixteen) years shall at all times be supervised by an adult while using the swimming pool and anyone found jumping into the pool from the boundary walls will instantly be banned from using the pool.

- 25.4. The swimming pool may be used only at the following times:

Monday to Sunday: 08h00 to 20h00

- 25.5. No person suffering from an infectious disease or having an open wound or wounds shall be allowed to use the swimming pool.

- 25.6. No person shall tamper with any of the equipment at the swimming pool.

- 25.7. Appropriate swimming attire shall be worn when using the pool – swimming in underwear of whatever nature shall not be permitted.

- 25.8. Rowdy and boisterous behaviour and excessive noise shall not be permitted in the pool area.

- 25.9. No eating or drinking shall be allowed in the pool.

- 25.10. Alcohol shall not be consumed in any part of the pool area.



- 25.11. No bottles, glasses or other glass objects of any kind shall be left in the pool or surrounding area. Any unit owner contravening this rule will be charged with the cost of the cleaning up of this material by Body Corporate staff.
- 25.12. Musical instruments and sound equipment shall not be permitted within the pool area, and music players shall be used only with earphones.
- 25.13. Animals shall not be permitted in the pool or the pool area.
- 25.14. The entrance gate to the pool area shall be kept closed at all times.

26. LAUNDRY

- 26.1. Residents shall neither be allowed to hang linen, clothing, carpets or mats over any exterior wall, door or balcony railing, nor lay such on the lawn on the outside of any section.
- 26.2. Drying racks or a clothes horse may be used on balconies and patios only at times of the day determined by the trustees from time to time, in keeping with neat buildings and surroundings.
- 26.3. A retractable line may only be used if permission has been granted by the Body Corporate for the installation thereof.
- 26.4. With regard to times that laundry will be allowed outside as per the above, the following is a *guideline to trustees*: Laundry, etc. may be hung outside at times when most people are not at home, e.g. during the normal workday (Monday to Friday from 08:00 to 17:00) and otherwise after 22:00 at night when most people are asleep. (As in any case where a conduct rule is not adhered to, an administration fee will be charged to the owner of the section every time the rule is not adhered to and the owner may recover the fee from the resident responsible.)

27. ESTATE AGENTS

- 27.1. The owner of the unit being marketed for sale shall ensure that any estate agents that market his unit in the scheme for sale provide a prospective purchaser with a copy of the Conduct Rules;
- 27.2. The owner of a unit shall ensure that any agent who rents a section out on behalf of the owner shall provide the lessee with a copy of the Conduct Rules;
- 27.3. The owner of the unit being marketed for sale shall ensure that estate agents erect or display any "For Sale" or "Show House" or "To Let" or similar signage boards within the complex or on its exterior boundaries on Sundays *only*.

28. GARDENS

- 28.1. Residents shall ensure that the gardens adjacent to their sections be kept in a neat and tidy condition at all times, i.e. ensuring the area remains litter free.

29. INDEMNITY

The Body Corporate, Managing Agents, Trustees and Body Corporate staff shall not be liable for any injury or loss or damage of any description which an owner or occupier of a section or any member of his family, or his staff, or friend, acquaintance, visitor or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual units by reason of any defect in the common property, its amenities or in the individual units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.

The Body Corporate or its agents and staff shall not be liable or responsible in any manner whatsoever for the loss, receipt or non-receipt, or the delivery or non-delivery of goods, postal matter or any other property. It is further recorded that the Body Corporate, its Managing Agent, duly elected Trustees and all employees specifically indemnify themselves against any damage, loss or injury suffered by any person from whatever cause within a section at the scheme.

- 29.1. The body corporate or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual sections by reason of any defect in the common property, its amenities or in the individual sections or for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, servants, agents or contractors.

30. GENERAL

- 30.1. The body corporate or its agents, representatives and servants shall not be liable or responsible in any manner whatsoever of the receipt and delivery or non-delivery of goods, postal matter or any other property.
- 30.2. No business or trade may be conducted in the residential sections.
- 30.3. No firearms or pellet guns may be discharged on the common property.



- 30.4. The post box area is strictly private and the use of a post box is for the designated section only. The post box area must be kept clean and tidy at all times.
- 30.5. No access to the in-house TV cable, aerial or sockets are to be undertaken without prior notice to the managing agent or trustees. Any installation and or repairs may only be carried out by qualified personnel. Any person not abiding by this rule will be responsible for all costs, including legal costs, in the event of it being necessary to repair and/or replace any of the said TV cables, aerials or sockets.

31. THE IMPOSITION OF ADMINISTRATION FEES BY THE TRUSTEES IN CERTAIN CIRCUMSTANCES

- 31.1. The Trustees, on behalf of the Body Corporate, reserve the right to debit an owner's levy account with an administration fee (who will then have to collect the administration fee from his tenant/agent/invitee/staff member), should the owner or the tenant / agent / invitee / staff member be in contravention of these Conduct Rules.
- 31.2. An administration fee will be imposed after two written warnings have been given to the owner in question (notwithstanding that such warning is in respect of the misbehaviour of the owner himself, a tenant, anyone else living in the owner's unit, an invitee or a staff member).
- 31.3. Failure to comply with the rule contravened within the period specified in the written warning will result in an administration fee being imposed. The extent of such administration fee in money is to be determined at the discretion of the Trustees.
- 31.4. The Trustees reserve the right to take all necessary legal action (such as, but not limited to, arbitration) against any owner who continues to breach the Conduct Rules on a specific offence after the administration fee stipulated in 31.1. above has become applicable.

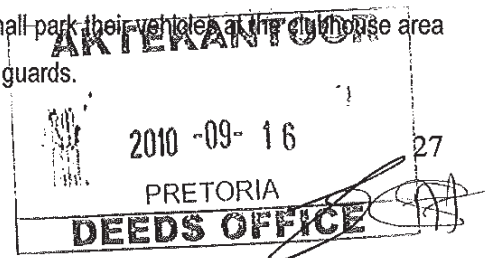
32. SPECIAL CONDITIONS IN RESPECT OF UNIT 326: CRÈCHE

- 32.1. The owner shall not be entitled to sell the unit without the prior written consent of both the developer and the Body Corporate.
- 32.2. The owner will ensure that at all times, at least 10 places be available at the crèche for temporary, ad hoc, day-to-day occupancy by children of San Ridge Village residents.
- 32.3. The owner shall ensure that preference be given to accommodating children from San Ridge Village on a permanent contractual basis.

- 32.4. The owner shall, in addition to the 10 places referred to in 32.2 above, accommodate within the crèche on a rolling, year-to-year basis at least 18 new children from San Ridge Village, even if this would result in a two-month notice of termination of contract being given to children that are not residing in San Ridge Village.
- 32.5. All children of San Ridge Village residents will automatically qualify for a 10% reduction in the fees applicable to children taken in by the crèche.
- 32.6. The owner shall comply with all conditions of approval for the crèche as imposed by the relevant local authority.
- 32.7. The admission requirements of the crèche shall be subject to approval by the developer and shall not be amended without the written consent of the developer and body corporate of San Ridge Village.
- 32.8. The use of the unit may not be changed without prior written consent of the developer and body corporate.

33. USE OF THE CLUBHOUSE

- 33.1. All applications for the use of the clubhouse for functions shall be submitted to the managing agent in writing on the standard form via the fax number of the managing agent or by post. Full particulars of the date and time and duration, the nature of the function and the number of people who will be attending shall be supplied at the time of the application (See form attached below).
- 33.2. All applications for the use of the clubhouse will be considered on a first-come-first-served basis.
- 33.3. A person who has reserved the club house for use will pay in advance to the Body Corporate the applicable fee per day or a portion thereof for such use upon confirmation from the managing agent that the clubhouse has been reserved for use by such person. A fee will be determined according to the facts of each application received for the use of the clubhouse.
- 33.4. "Use" means the use of the clubhouse or a portion thereof on any particular day or portion of such a day by an owner or lessee for a private function without the supply of any utensils or furniture by the Body Corporate.
- 33.5. The use of the clubhouse is at the risk of the user, and any repairs that may need to be effected to the clubhouse or equipment after use, will be for the account of the user.
- 33.6. All guests attending a function of a user at the clubhouse shall park their vehicles at the clubhouse area as designated by the managing agent, caretaker or security guards.



- 33.7. All activities of the user and guests utilising the club house for a reserved event shall be contained to the clubhouse/pool area.
- 33.8. No guests or persons shall be allowed to sleep in the clubhouse or in any other place other than which is in accordance with the rules of the Body Corporate.
- 33.9. All the rules of the Body Corporate will apply at all times, including the rules regarding the use of the pool, etc.
- 33.10. Owners shall adhere to all directives of the managing agent, caretaker, security guards and trustees of Body Corporate.
- 33.11. The clubhouse is, by law, a non-smoking area and no smoking is permitted inside the clubhouse.
- 33.12. Usage of the squash courts is only permitted to persons who abide by the dress code of the sport. Shoes worn shall be non-marking soles. Users shall also apply for a membership card from the Body Corporate to facilitate the management of the courts. Users will be held liable for any damage caused to the courts due to non-compliance with rules.