

TIJGER VALLEY 94 BODY CORPORATE

RULES OF CONDUCT

Drawn up for the Control, Management, Administration, Use and Enjoyment of the Sections and the Communal Property of TIJGER VALLEY 94 under Section 10(2) (b) Annexure 2 of the Sectional Titles Schemes Management Act (Act 8 of 2011 as amended - "The Act")

1. DEFINITIONS

The following definitions shall be read together with the definitions, etc. as contained in the Act.

Body corporate

Each owner of a unit is part of the Body Corporate TIJGER VALLEY 94.

Communal property

Any part of the land of the TIJGER VALLEY 94 BODY CORPORATE that is not included in a Section and which includes such things as thoroughfares for vehicles and gardens.

Exclusive use of

A part or parts of the communal property for the exclusive use of the owners of one or more sections as contemplated in Section 27 of the Act.

Land

The land that forms part of the TIJGER VALLEY 94 BODY CORPORATE as indicated on the Sectional Plan.

Section

A section of the TIJGER VALLEY 94 BODY CORPORATE, which is indicated on the Sectional Plan as such, and belonging to the registered owner.

Trustees

The controlling body of the TIJGER VALLEY 94 BODY CORPORATE.

2. RULES

General

The communal property of the TIJGER VALLEY 94 BODY CORPORATE shall jointly belong to all the owners of units in the said complex and it is the duty of each owner / resident to protect any part of the communal property as if it were their own private property.

Tenants

All the rules shall apply *ipso facto* to tenants and all persons who have obtained right of occupancy of a section in whatever manner, and no agreement with such residents that is contrary to this stipulation shall be binding.

It is the responsibility of the owner to bring the contents of these rules for behaviour to the attention of residents and to see to it that they are adhered to.

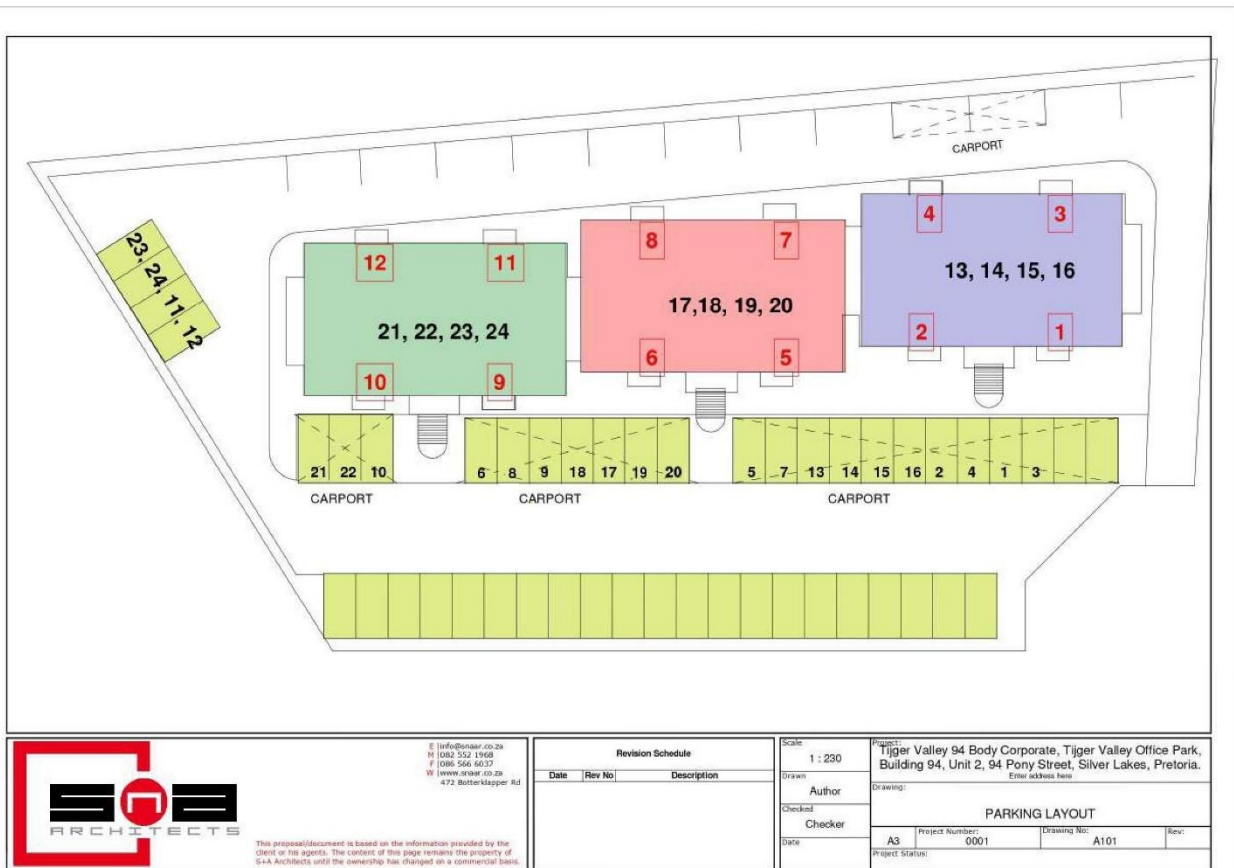
Visitors/Guests/Contractors

All the following rules shall apply *ipso facto* to visitors/guests/contractors/workers of owners/tenants as well as to any other person entering the property belonging to the TIJGER VALLEY 94 BODY CORPORATE and it is the responsibility of the owner/resident to see to it that their visitors/guests and other persons adhere to and obey all the rules.

Damage to common property by a visitor/guest/tenant and the repair thereof remains the responsibility of the registered owner of a unit.

1. Vehicles

- 1.1 Vehicles may only be parked in parking areas indicated as such. No owner/resident or visitor/guest may park or leave, or allow parking or leaving, a vehicle on the communal property or in the thoroughfare(s) for vehicles/pedestrians. Fines will be levied against transgressors, see number 26.
- 1.2 Each unit will have one (1) Undercover parking as indicated in the table below and one (1) open parking. Owners are requested to respect the use of the open parking. The parking numbers are as follow:



- 1.3 The Trustees may have any vehicle parked or **left/broken down/abandoned** on the communal property or in a thoroughfare for vehicles/pedestrians removed or its wheels clamped at the cost of and the risk of the owner/resident concerned. A fine will also be implemented.
- 1.4 Vehicles of owners/residents/visitors/guests may not leak oil or brake fluid on any parking or undercover parking areas and paving areas or damage such areas in any way. If this rule is transgressed, the owner of the unit concerned will be kept liable for the cost of cleaning/ repairs.
- 1.5 An owner/resident shall not be allowed to take a vehicle apart or undertake **any** repair work to it on any part of the common property, an exclusive use area or in a section.
- 1.6 No large vehicles (larger than 2.0 tons and max height of 2.5m), including removal trucks, delivery vans etc. may drive onto the Parking Area in the complex as the parking is for purely residential purposes only and to prevent damage. **No taxis etc. may enter the premises of the body corporate and be left overnight on a parking space.**
- 1.7 Vehicles may not be driven at a speed in excess of **20 km/h** on any part of the communal property taking due care for pedestrians, children and animals.
- 1.8 No unlicensed driver may drive vehicles within the complex.
- 1.9 Owners, residents and visitors may not blow their hooters.
- 1.10 Cars may only be parked in specified areas allocated to the owner/tenant.
- 1.11 Motor vehicles may only be washed with a bucket.

- 1.12 **No resident or guest of a resident is permitted to spend the evening in their vehicle under any circumstance.**
- 1.13 Parking for visitors is available in the designated visitors/ guest parking areas.
- 1.14 **Fire hydrants/hoses may not be used to wash cars/water gardens or any other use other for what it is intended to. Strict fines will be implemented against transgressors.**

2.

Damage or alterations to the communal property

- 2.1 Install a TV antenna, air-conditioning unit, **satellite dish and** any form of structure that will be permanently attached to the outer walls of the units or an apparatus to keep out animals or insects etc., provided that the Trustees have first given their written approval to the nature and design of the apparatus as well as to the manner and place in which it will be installed.
- 2.2 Any shading, patio, or thatch roof/ lapa must be approved by the Trustees. Applications together with a sketch plan must be submitted to the Trustees for prior approval.
- 2.3 Faults/breakages/maintenance required on communal property will only be repaired if it is necessary and if funds are available. Maintenance etc. will be done according to urgency.

2.1 TAMPERING OF EQUIPMENT

It is prohibited to tamper with, **inter alia**, the following equipment.

1. Fire fighting equipment
2. External lighting equipment
3. Garden maintenance equipment
4. Electrical supply or electrical boxes.
5. Water supply or units

3.

Outside appearance

- 3.1 Owners/residents of a section used for commercial purposes may not place anything or do anything on any part of the communal property which, in the opinion of the Trustees, appear aesthetically unacceptable or undesirable when it is seen from the outside of the section.

4.

Signs and Notices

- 4.1 Owners/residents of a section may not attach a sign, notice, notice board or advertisement of any nature whatsoever on any part of the communal property or a section thereof if it is visible from the outside of the section without the written permission from the Trustees.

5.

Litter

- 5.1 An owner/resident of a section may not dump, throw or cause to be dumped or thrown, any litter, including rubbish, cigarette buds, leftover food, bottles or other rubbish on the communal property.

5.2 The following rules will apply to litter:

- 5.2.1 All liquids must be placed in sealed plastic bags and placed only in the allocated dustbins;
- 5.2.2 Only SABS approved plastic bags may be used to put litter in;
- 5.2.3 No flammable material may be thrown away in the dustbins supplied by the Body Corporate.
- 5.2.4 Refuse bags must be placed inside a unit and owners are responsible to take their rubbish/garbage to the allocated dustbins supplied by the Body Corporate.

6.

Storage of flammable materials and other dangerous substances

- 6.1 An owner/resident may not store any material or carry out any other dangerous actions, and cause it to be carried out, or allow it to be carried out in a section that is occupied or on the communal property, or a section thereof, if it can or will bring about an increase in the tariff of the premium payable by the Body Corporate or any other Insurance policy.

7.

Occupation of units

- 7.1 The units shall be used for commercial purposes only.
- 7.1.1 Owners are liable and will be kept responsible for the behaviour of their tenants/residents/ visitors.
- 7.1.2 It is compulsory for an owner to attach a copy of the conduct rules to the tenants lease agreement. A provision that that the tenant is bound by the rules must also be included in the lease agreement.
- 7.1.3 An owner must notify the trustees when a tenant moves in or out, and must provide the body corporate of the details of the tenant.

8.

Maintenance of units and common property

It is in the interest, and to the mutual advantage of all concerned, residents, that owners and tenants maintain their sections and the common property in a good, clean, hygienic and habitable manner. To ensure this goal is met, the following general rules shall apply:

- 8.1 Residents shall keep their carports clean.
- 8.2 Owners / residents shall be responsible for all interior painting and maintenance inclusive of blocked sewers, sanitary equipment, connections and repairs, with the exception of common external damage, which is considered to be within common property.
- 8.3 If an owner/ resident fails to repair (or maintain) his section to a state of good quality (or fails to maintain adequately any area of the common property allocated to him/her for his/her exclusive use and enjoyment) and such failure persists for a period of 7(seven)days after receiving written notice, the Trustees are entitled in terms of Annexure 1 of the Sectional Titles Schemes Management Act 8 of 2011 to remedy the owner's / resident's failure and to recover the reasonable cost of doing so, from the owner of the section.

9.

Extermination of pests

- 9.1 An owner shall keep his/her unit free of termites, boring insects, cockroaches and other insects that destroy wood or any part of the unit and shall for this purpose, allow the Trustees, the Manager and their authorized agents or employees access to the section from time to time to inspect the section and to take such steps as is deemed necessary in order to exterminate such pests.
- 9.2 The cost of inspection and of such pests found within the section and the replacing of any wood or other material forming part of such section and damaged by such pests shall be borne by the owner of the particular unit.
- 9.3 All costs to exterminate pests shall be borne by the owner of the particular unit.

**10.
Silence**

NO DISTURBANCE OF THE PEACE WILL BE ALLOWED

- 10.1 All owners/residents are responsible for controlling the behaviour of their guests and visitors. No disturbance of the peace is allowed.
- 10.2 Noise should be observed in particular between 06h00 to 22h00 during the work week and weekends for those businesses operating over weekends. As this is an office park one should be respectful of the surrounding businesses. Noises include music, speaking loudly or screaming, noise disturbance from vehicles ect. A disturbance report received of any kind where it necessitates the intervention of law enforcement, will be addressed formally by the Body Corporate.
- 10.3 Radio's and musical instruments, TV's, Hi-Fi's etc. shall be used in such a way that they shall not cause a **nuisance/disturbance** to any unit or section. **NO loud music is allowed in the parking area.**
- 10.4 No instrument, see 10.2, may be moved out of a unit to provide entertainment for an **owner/resident** and especially may not be put on any part of the communal property.

**11.
Domestic Workers/Gardener**

- 11.1 For security reasons domestic worker/garden worker/contractors may not be given any code/remote etc. that gives access to the complex.
- 11.2 Domestic/ garden workers need an ID document to gain entry to the complex.
- 11.3 Residents shall be responsible for and ensure their domestic employees are aware of and comply with rules.

**12.
Visitors / Clients**

- 12.1 The owners/residents shall be accountable for the behaviour of their visitors / clients
- 12.2 The trustees maintain the right to remove any unruly visitors / clients.
- 12.3 Visitors / clients may park on the parking bays inside the complex allocated to visitors.

**13.
Removal of rubbish**

- 13.1 Refuse or refuse containers may not be visible on the communal property except in specially designated areas.
- 13.2 Owners/residents shall be responsible to place their refuse bags in the refuse bins. The owner/resident *must* see to it that all refuse is placed in a *suitable plastic bag* approved by the SABS. Fines will be levied against residents who place refuse bags out on the common property.
- 13.3 Owners/residents shall make their own arrangements for the removal of additional refuse/rubbish.
- 13.4 Refuse placed in containers may not be contrary to the regulations of the City Council/contractor. Refuse bags and containers must be kept clean and hygienic.
- 13.5 No refuse may be placed on any part of the communal property where it is visible from any part of the communal property, unless it is **in the allocated** container. Each owner/resident must see to it

that all refuse is placed in a suitable plastic bag approved by the SABS and placed in the containers as stated in 13.2.

- 13.6 Refuse is **removed once a week** on a day as determined by the service provider.
- 13.7 If an owner decides to refurbish his unit on the inside, he must consult the Trustees so that a certain spot can be allocated to the contractors to deliver and remove building material and rubble. **Trustees must be informed of any refurbishing. It remains the owner's responsibility to action clean-up and all related costs.**
- 13.8 The black refuse bins need to stay in the designated area after the bins were emptied.

14. Labourers/worker of the complex

- 14.1 Owners/residents may not negotiate directly with the labourers/garden services under any circumstances.
- 14.2 No private loans should be made to any labourer/labourer from the garden services or from the complex and neither the Trustees nor the Managing Agent will take any responsibility in this regard.

15. Hawkers

- 15.1 No hawkers will be allowed on the common property.

16. Water supply

- 16.1 To maintain the water supply system it is necessary to maintain taps, toilets, geysers, valves and pipes in good condition. If these items are maintained properly the cost of the water supply will be minimized.

17. Permission/complaints/suggestions

- 17.1 Owners/residents seeking permission under the rules and all complaints/suggestions must be in writing and **addressed to the board of trustees and a copy given to the managing agent**. No oral permission/complaints etc. may be sought heard or granted.
- 17.2 Should an owner act contrary to the rules, he may be requested to remove what has been erected etc. and will be liable for any costs on the part of the Body Corporate to enforce the rules.

18. Payment of Levy

- 18.1 Levies are strictly payable in advance on/or the first day of each calendar month.
- 18.2 In accordance with the Management Rules interest will be charged on all arrear accounts.
- 18.3 In accordance with the Management Rules, owners with levies in arrear are liable for any administrative costs incurred in the effort of recovering/collecting arrears.
- 18.4 In accordance with the Management Rules, owners with levies in arrear are not allowed to be a Trustee of the Body Corporate.
- 18.5 The Trustees will instruct the Managing Agent to proceed with legal action should owners not react or respond to the final letter of demand.

19.
CONTRAVENTION OF RULES AND IMPOSITION OF PENALTIES

- 19.1 If the conduct of an Owner or Occupier or the Invitees of an Owner or Occupier constitute/s a nuisance in the opinion of the Trustees, or a contravention of a provision of the STA, STSMA, the management rules or These Rules, the Trustees may, without prejudice of the other rights or remedies available in terms of These Rules:
- (a) By written notice inform the Owner of the Section of the nuisance or contravention and warn the Owner that if he, or the Occupier fail/s to remedy the contravention WITHIN 7 DAYS and/or if he or they persist/s in such conduct or contravention, a penalty might be imposed on the Owner of the Section; and
 - (b) If notwithstanding the 7 (SEVEN) days' written notice given by the Trustees in terms of sub-rule 28.1(a), the Owner or the Occupier of the Section fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the Owner of the Section, which notice shall state the reasons for the imposition of the penalty; or
- 19.2 The penalty imposed under sub-rule 19.1(b) above, shall become due on the date of the written notice and must be paid within 30 (THIRTY) days of the date of the written notice. Should the penalty remain unpaid it may be added to the Owner's levy statement and may be recovered from the Owner of the Section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- 19.3 The Trustees shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the Trustees at a general meeting.
- 19.4 A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 19.5 An Owner may within 30 (THIRTY) days of the date of the written notice in terms of sub-rule 19.1(b), submit an objection, with a motivation, against the penalty imposed, to the Trustees.
- 19.6 Upon receipt of the objection, the Trustees may:
- (a) Withdraw or reduce the penalty; or
 - (b) Schedule a Trustees' meeting (hearing) for the purpose of considering the objection and invite the Owner to attend the meeting, and/or to be represented at the meeting.
- 19.7 At the Trustees' meeting (hearing) referred to in sub-rule 19.6(b) above, the Owner and/or his representative shall have the right to:
- (a) Present his case;
 - (b) Present any evidence, including the calling of witnesses, to substantiate his case;
 - (c) Cross-examine any person called as witness in support of the charge;
 - (d) Have access to documents produced in evidence; and
 - (e) Produce mitigating factors.
- 19.8 The failure of the Owner charged or his representative to attend the Trustees' meeting referred to in sub-rule 19.6(b) shall not render the proceedings at the meeting void. Should the Owner or his representative not attend the Trustees' meeting without providing a reasonable request for postponement, the Trustees may, in their sole discretion, continue with the Trustees' meeting and consider the objection in the absence of the Owner.
- 19.9 Upon the conclusion of the Trustees' meeting, the Trustees shall deliberate the evidence and if so resolved, they may:

- (a) Uphold the penalty; or
 - (b) Withdraw or reduce the penalty.
- 19.10 Should the Owner not agree with the decision of the Trustees in terms of rule 19.9 the Owner may request, without prejudice of the other rights or remedies which may be available in terms of the Act or the rules or in law:
- (a) that the Trustees refer the matter to a general meeting of the members for their decision, without prejudice to any other rights or remedies, which the Owner may have in law, or in terms of the Act or the management rules, and/or
 - (b) that the matter be referred for arbitration proceedings in terms of the management rules
- 19.11 Should an owner act contrary to the rules, he may be requested to remove what has been erected etc. and will be liable for any costs on the part of the Body Corporate to enforce the rules.
- 19.12 The following penalties (without limitations) are applicable and will be enforced once an owner have being notified:
- | | |
|------------------|--|
| Noise | R 500.00 (First Complaint There after R1 000.00 for every complaint) |
| Gardens & Plants | R 500.00 |
| Common Property | R 1000.00 |
| Parking | R 500.00 |
- 19.13 Where no fines have been specifically laid down, should any resident infringe upon any of the provisions of these rules and persist in such infringement, The Board of Trustees shall be entitled to impose upon such resident a penalty to the amount of their discretion limited to a maximum amount of R1000.00 per incident.

20. INDEMNITY

Neither the Body Corporate, the Trustees, nor the Managing Agent shall be liable to any unit owner or tenant for any injury or damage of any description which the unit owner or tenant and/or member of the unit owner or tenant's family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the unit owner or tenant may sustain physically to his or their property, directly or indirectly, in or about the common property or individual units or in or about the parking bays or storerooms or in or about any part of the complex and/or grounds in which the common property or individual units are situated of for any act done or any neglect on the part of the Body Corporate of any employees, servants or agents of the Body Corporate. Neither the Body Corporate, nor the Trustees, nor the Managing Agent accept any responsibility or liability whatsoever in respect of the receipt or the non-receipt and delivery or non-delivery goods, postal matters or correspondence.

21. LOSS, DAMAGE OR INJURY

The Body Corporate, their staff or agents are not responsible for any loss, damage or injury that may be suffered or incurred within the individual units or the common areas by any unit owner or occupier and/or tenants and/or staff and/or visitors. Owners/residents are NOT covered for contents in their units by the insurance policy taken out on the building, and are therefore advised to take out suitable insurance cover.

WE ALL DESIRE A PEACEFUL, HARMONIOUS, SAFE AND PLEASANT ENVIRONMENT FOR ALL TO ENJOY.

PLEASE ABIDE BY THESE RULES.