

## GLENWOOD HEART

### CONDUCT RULES

Prescribed in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

#### 1. Keeping of animals, reptiles and birds

- 1.1 The owner or occupier of a section must not, without the trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a section or on the common property.
- 2.2 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.
- 3.3 It shall be a condition regarding the keeping of an animal, reptile or bird, that such animal, reptile or bird shall at all times be vaccinated against commonly known diseases. The trustees may provide for any other reasonable condition in regard to the keeping of an animal, reptile or bird in a section or on the common property.
- 4.4 The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3).

#### 2. Refuse and waste disposal

- 2.1 The owner or occupier of a section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 2.2 Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the trustees for the purpose.

The owner or occupier of a section must—

- (a) move the refuse receptacle referred to in sub-rule (2) to places designated by the trustees for collection purposes at the times designated by the trustees and promptly retrieve it from these places; and
- (b) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.

#### 3. Vehicles

- 3.1 The owner or occupier of a section must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that section or a parking bay allocated for visitors' parking.
- 3.2 A consent under sub-rule (1) must state the period for which it is given.

#### **4. Damage to common property**

- 4.1 The owner or occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 4.2 An owner or occupier of a section must be considered to have the trustees' consent to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees.
- 4.3 The owner or occupier of a section must keep a device installed under sub-rule (2) in good order and repair.

#### **5. Appearance of section and exclusive use area**

- 5.1 The owner or occupier of a section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the section or the common property.
- 5.2 The owner or occupier of a section must not, without the trustees' written consent—
  - (a) erect washing lines on the common property;
  - (b) hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme; or
  - (c) display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme.
  - (d) Install any solar panels or related equipment on the exterior of a section.
- 5.3 The trustees may provide for any other reasonable condition regarding the written consent issued in terms of sub-paragraph (2) above.

#### **6. Storage of flammable materials**

- 6.1 Subject to sub-rule (2), the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
- 6.2 This rule does not apply to the storage of fuel or gas in—
  - (a) the fuel tank of a vehicle, boat, generator or engine; or
  - (b) a fuel tank or gas cylinder kept for domestic purposes.

#### **7. Behaviour of occupiers and visitors in sections and on common property**

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

- 7.2 The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
- 7.3 The owner or occupier of a section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 7.4 The owner or occupier of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

## **8. Eradication of pests**

- 8.1 The owner of a section must keep the section free of wooddestroying insects, including white ants and borer beetles.
- 8.2 The owner or occupier of a section must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- 8.3 The body corporate must recover the costs of the inspection and replacement referred to in sub-rule (2) from the owner of the section.

## **9. Laundry**

- 9.1 An owner or occupier of a section shall not, without prior written consent of the Trustees, erect his or her own washing lines, nor hang any washing or laundry or any other items on any part of a section or the common property not earmarked or demarcated for the purpose.

## **10. Noise and/or Nuisance**

- 10.1 No noise that is excessive, in the discretion of the Trustees, may be created at any time in a Section, exclusive use area or on the common property.
- 10.2 Especially after 22h00, noise levels should be reasonably reduced, whilst quietness should be maintained in sections, exclusive use areas and on the common property between the hours 24h00 and 07h00.
- 10.3 All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the Trustees.
- 10.4 The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger or in the case of an emergency.
- 10.5 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or activated in a section, exclusive use area or any part of the common property.
- 10.6 No firearms may be discharged in a section, exclusive use area or any part of the common property, except under such circumstances which would reasonable justify the use of a firearm for self-defense and related purposes.
- 10.7 The use of power tools, hammering and other noise generating equipment shall not be permitted between 17:30 and 8:00 on weekdays, and before 9:00 and after 15:00 on Saturdays, and not at all on Sundays or Public Holidays.

- 10.8 No owner or occupier of a section may permit anything to be done in his or her section, exclusive area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupants of buildings, or permit or cause any disturbance or allow his or her children or visitors of their children to cause any disturbance which in the opinion of the Trustees would constitute a nuisance or an invasion of the right of privacy of other occupants.

## **11. Signs and Notices**

- 11.1 No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section or an exclusive use area, so as to be visible from outside the section or exclusive use area, without written consent of the Trustees first having been obtained. The Trustees may impose any reasonable conditions when granting their consent.
- 11.2 The Trustees may remove such sign, notice, flag, billboard, or advertisement in the event of no written permission having been obtained or in the event of non-compliance with the imposed conditions. Such removal and any repair of an exclusive use area or common property which may be reasonably required, will be effected at the risk and cost of the owner and such owner and/ or occupier shall have no claim against the Body Corporate or the Trustees as a result of their functions performed in terms of this provision.
- 11.3 The limitations under this rule 11 shall not apply to any customary marketing material or signs used by an estate or rental agent for purposes of marketing a section for sale or for rental.

## **12. Communal Amenities**

- 12.1 Should any communal amenities be located on common property ("communal amenities"), such communal amenities shall be utilized and enjoyed strictly in accordance with such directives as may be determined by the Trustees from time to time.
- 12.2 The owner or occupier of a section shall not use communal amenities, or permit it to be used, in such a manner or for such purpose as shall cause a nuisance to any other owner or occupier of a section.
- 12.3 There shall be no littering on part of the communal amenities.
- 12.4 Should any damage of whatsoever nature be caused by an owner, occupier, their family, employees, or visitors to communal amenities, the owner or occupier shall be liable to reimburse the Body Corporate as the case may be, for the cost of repairing such damage.

## **13. Business Activities**

- 13.1 Unless authorized in writing by the Trustees, no business, profession or trade may permanently be conducted from any section or on any part of the common property. This however excludes any owner or occupier of a section who occasionally works from home or who conducts administrative or office related work from home without the need to allow regular visitation by business patrons or other business personnel.
- 13.2 No auction or jumble sale may be held on the common property, from an exclusive use area or from any section.

- 13.3 No advertisements or publicity material may be distributed or exhibited within the Scheme. Without the approval of the Trustees, no canvassing will be permitted in the Scheme.

#### **14. Exterior**

- 14.1 An owner or occupier of a section shall not place, store or do anything in a section, on any part of the common property, on exclusive use areas, in sections, including on balconies, patios, verandas or gardens and encroachments, which in the opinion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 14.2 No items may be hung over fences, balconies, in windows or corridors or on any part of the building or the common property so as to be visible to the public or to other occupants.
- 14.3 No owner or occupier of a section may, without the prior written consent of the Trustees, place, store, or leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left.
- 14.4 No air-conditioning units, solar installation, aerials, satellite dishes or other devices for whatever purpose used or intended visible from outside the section shall be installed or affixed, unless specifically authorized or approved by the Body Corporate.
- 14.5 No decorations may be attached to the exterior of a section and the exterior of a section may also not be painted or otherwise treated unless specifically authorized or approved by the Body Corporate.
- 14.6 No awnings or other exterior coverings or improvements to a section may be erected or affixed unless specifically authorized or approved by the Body Corporate.

#### **15. Security, Safety and Risk**

- 15.1 Access to the Scheme will be subject to security control at the entrance to the Scheme.
- 15.2 All owners, occupiers of sections, their workers, visitors and guests shall adhere to such security procedures as may be introduced and implemented by the Body Corporate/Trustees from time to time;
- 15.3 All owners, occupiers of sections must at all times ensure that the security and safety of other occupants and their property are preserved, and in particular must:
- (a) Handle their access controls responsibly and must report any loss of an access control to the Trustees
  - (b) Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed
  - (c) Ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons
  - (d) Comply with any security measures and directives imposed from time to time by the Body Corporate.

- 15.4 All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Body Corporate of whatsoever nature arising neither from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual Sections nor for any act done or for any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.
- 15.5 The Body Corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

## **16. Letting of and Occupancy of Sections/Sections**

- 16.1 All tenants of sections and other persons granted rights of occupancy by any owner of a section is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of right of occupancy.
- 16.2 Before a tenant or occupant takes occupancy of a section, the applicable owner shall furnish the tenant or other occupant with a copy of the Conduct Rules and directives and inform such tenant or other occupant of his or her duty to comply with the Conduct Rules and any directives imposed in terms thereof. The owner shall obtain the Tenant's (or other occupants) written acknowledgement of receipt of the Conduct Rules.
- 16.3 An owner of a section shall, before a tenant or occupant takes occupancy of a section, within 7 (seven) days after concluding a lease agreement or other occupancy arrangement, furnish the Trustees or their nominated agent with the particulars (the full names and contact telephone numbers) of his or her tenant or other occupants and shall further furnish the Trustees with the tenant's (or other occupants) written acknowledgement of receipt of the Conduct Rules.
- 16.4 An owner shall notify the Trustees or managing agent appointed by the Trustees in writing with 14 (fourteen) days of conclusion of a lease agreement or other occupancy arrangement (whether verbal or in writing), of the conclusion of such agreement or arrangement and of the names and contact details of the tenants or occupants.
- 16.5 No owner of a section comprising of 3 (three) bedrooms shall allow more than 6 (six) persons to permanently occupy such a residential unit.
- 16.6 Notwithstanding sub-rule 16(5), with the prior written consent of the Trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 14 (fourteen) days at a time and not for an aggregate period of more than 28 (twenty eight) days in a calendar year.
- 16.7 In the event of a breach of these rules by an occupier, or a member of the occupier's household or family or employees or guests, the owner of the section shall be held liable

for such breach as if he is the transgressor and each owner shall ensure that an occupier, or a member of the occupier's household or family or employees or guests is fully informed that the premises are part of a unit of a Sectional Title Scheme and that the building and land are controlled managed and administered subject to the provisions of the Sectional Titles Act 1991, the Sectional Titles Schemes Management Act, 2011 and the Community Schemes Ombud Service Act, 2011, by means of rules for the control management administration, use and enjoyment of units and the common property.

## **17. Alterations**

- 17.1 An owner or person authorized by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating or generating systems, air conditioners, chimneys, canopies, awnings, shade covers, steps or similar items without the prior written consent of the Trustees, who may attach reasonable conditions to their consents.
- 17.2 As far as minor alterations, fixtures or additions are concerned, an owner, tenant or occupant 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 obtaining the written consent of the Trustees.
- 17.3 Any structural alteration affecting a section and the common property, and alterations to plumbing, electrical installations or conduits may only be carried out after compliance with all relevant provisions of the Sectional Titles Act, No 95 of 1986 and the rules, obtaining the written approval of the local authority, if applicable, and obtaining the written consent of the Trustees, which may be accompanied by conditions.
- 17.4 In addition to any other relevant provision, the following provisions shall apply in respect of any work which, in the sole discretion of the Trustees, involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings:
  - (a) An application to proceed with specifications, time frame, and sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their consent to proceed.
  - (b) The Trustees shall, within 14 (fourteen) days, convey their consent to proceed, with or without conditions and or directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may not proceed with the work without such consent.

## **18. Electricity, gas and/or Water Meters, borehole and solar installation**

- 18.1 Prepaid or smart electricity and/or gas and/or water meters may be installed and maintained in the sections, in which event owners or occupants of sections shall be liable, to whoever shall provide or manage such services, without any recourse to the Body Corporate, for any prepaid electricity, gas or water charges.
- 18.2 A backup water system for the Scheme may be implemented utilising water to be extracted from a borehole with related storage. The trustees may provide for any other reasonable condition regarding the use or management of the water from such backup water system.

- 18.3 An Owner of a section shall have the option to be allocated roof space on buildings or other structures within the Scheme for purposes of installing no more than 6 solar panels for use as part of a solar installation system to service the section of such an Owner. The trustees may provide for any other reasonable condition regarding the use or management of such roof space.

## **19. Fibre Installation and service**

- 19.1 A fibre network service may be installed for all sections in the scheme, in which event owners or occupants of sections shall be liable, to whoever shall provide such services, without any recourse to the Body Corporate, for any charges relating to fibre connection and usage.
- 19.2 The Developer of the Scheme shall be entitled to appoint the initial service provider for the fibre network service, after which the Body Corporate shall be entitled to do so.

## **20. Landscaped areas**

- 20.1 The Body Corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the landscaped areas in the Scheme.

## **21. Enforcement**

- 21.1 Should any conduct rule be contravened, the Trustees are authorised to or may:
- (a) Arrange for a vehicle to be clamped, at the risk and costs of the owner thereof and/or person in control of the vehicle
  - (b) Arrange for a clamped vehicle to be released subject to the payment of a release fee
  - (c) Request an owner to remove such structure or object at his or her own cost.
  - (d) Should an owner fail to remove or cause the removal of and/ or restitution of any alteration, improvement, fixture or addition (structure or object) and any such failure persists for a period of 14 (fourteen) days after written notice given by the Trustees, the Trustees may effect such removal and/ or restitution at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting there from
  - (e) Impose a fine in terms of these Rules;
  - (f) Obtain an interdict
  - (g) Impose more than one of the options mentioned
- 21.2 If the conduct of an owner or occupier of a section or his or her visitors constitutes a nuisance in the opinion of the Trustees, or if an owner, Tenant or occupant or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees may furnish the owner and where applicable, the occupant with a written notice which may in the discretion of the Trustees be delivered by hand or by email communication. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the rule that has allegedly been contravened must be clearly indicated, and the owner must be warned that if he or she or where applicable his or her tenant or occupant persist in such conduct or contravention, a fine will be imposed on the owner of the Section.



- 21.3 If the owner or where applicable, the tenant occupant nevertheless persists in the particular conduct or in the contravention of that particular Rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a fine.
- 21.4 A written notice by which the owner and where applicable, the tenant or occupant, is informed of the purpose of the meeting and invited to attend, must be sent to the owner and where applicable, the tenant or occupant at least 7 (seven) days before the meeting is held. At the meeting the owner and where applicable, the Tenant or occupant must be given the opportunity to present his or her or their case, but except in so far as may be permitted by the chairperson, he or she or they may not participate in the affairs of or voting at the meeting.
- 21.5 After the owner and where applicable the tenant or occupant has been given the opportunity to present his or her or their case, the Trustees may by way of Trustees resolution of two-thirds of the Trustees, impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.
- 21.6 Any fine imposed in terms of sub-rule 21(5), may if it is not paid within 14 (fourteen) days after the owner 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 3(1) of the Sectional Title Schemes Management Act, 2011 and claimed by the Trustees as part of the monthly levies payable by the owner.
- 21.7 The Body Corporate may, at a general meeting, from time to time, determine the amount of the initial and subsequent penalties.

## **22. Development Period**

- 22.1 For the purpose of this rule, the term “Development Period” means the period from the date of opening of the Sectional Title Register for the Scheme until:
  - (a) the Developer notifies in writing the Trustees of the Body Corporate that the Development period has reached completion; or
  - (a)(b) the registration of transfer of the last saleable Section or Exclusive Use Area within the Scheme; whichever is the earlier;
- 22.2 For the purpose of this rule, the term “Developer” collectively means CROISSANCE PROPERTIES PROPRIETARY LIMITED, Registration Number: 2018/336962/07 and HEARTFELT PROPERTIES PROPRIETARY LIMITED, Registration Number: 2016/177194/07, or their successors in title being or to be the registered owner of the land on which the Scheme is established;
- 22.3 For the duration of the Development Period, the Developer may be developing the Scheme by erecting Sections at different stages and in different phases or part thereof. The Developer may therefore be reserving a right of extension for this purpose under the provisions of Section 25(1) of the Sectional Titles Act, Act 95 of 1986 (as amended);
- 22.4 Residents of Units in the Scheme will, for the duration of the Development Period, have to endure inconvenience, noise and dust caused by the building operations and such Residents shall have no claim whatsoever against the Developer resulting from the said inconvenience;
- 22.5 All building activities during the Development Period shall be controlled and managed in the absolute discretion of the Developer.

**6. For the duration of the Development Period:**

- 6.1 heavy duty vehicles utilized for the building operations and activities of the Developer may be parked on any portion of the Common Property including an Exclusive Use Area. Any damage to the Common Property caused by such vehicles shall be repaired by the Developer, at the Developer's costs and expense;
- 6.2 materials utilized for the building operations and activities of the Developer may be off-loaded by a supplier onto Common Property provided that any damage to the Common Property caused by such materials shall be repaired by the Developer, at the Developer's costs and expense.
- 6.3 Residents of Units in the Scheme shall, for the duration of the Development Period, have no right of entrance to or the use of the Common Property except that portion in the Scheme where the Unit owned or occupied by such Resident is located until such time as the additional buildings have been completed by the Developer. Residents of Units in the Scheme shall further not be entitled to interfere with or to prohibit the construction by or on behalf of the Developer of any buildings or amenities in the Scheme.