

SEDONA BODY CORPORATE CONDUCT AND MANAGEMENT RULES

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PREFACE

In terms of section 10(2)(b) of the sectional Titles Schemes Management Act, 2011), Annexure 2 (the "Act"), a building and the land on which it is situated shall be controlled and managed by means of rules. The rules shall provide for the control, management, administration use and enjoyment of the sections and the common property and shall comprise conduct rules and management rules.

Management Rules may be amended by a unanimous resolution of the Body Corporate and conduct rules by a special resolution of the Body Corporate.

In terms of section 10(2)(b) of the sectional Titles Schemes Management Act, 2011), Annexure 2, the rules shall bind the Body Corporate and the owners and occupiers of sections.

Every owner or occupier of sections in the complex should strive for peace and harmony, among all the different occupiers and owners of sections and their visitors, children, and servants. It must at all times be remembered that living in a complex requires a special attitude to ensure harmonious coexistence. By becoming an inhabitant in a complex, you automatically undertake to strive, at all times, to become the perfect neighbor and to carefully consider the needs of the other citizens of the complex.

Rules, no matter how narrowly framed and stringently applied, are not enough. It is the goodwill with which those rules are obeyed that will make the difference.

In these rules, any reference to owner shall include any occupier, tenant and their spouses, children, servant's, visitors and invites.

The trustees may from time to time issue Directives in connection with any Conduct Rule.

The Directives shall not be in conflict with any Management or Conduct Rule

1. USE OF SECTIONS

Unless otherwise specified by a competent authority, sections are to be used for residential purposes only. No profession, business or trade of any nature whatsoever including auction or jumble sales shall be conducted in a section. Application may be made to the trustees to relax this rule. The trustees may, in their sole discretion, grant such relaxation, but they may, in their sole and absolute discretion, revoke such relaxation without giving reasons therefore.

No owner may use his unit or permit his unit to be used for any purpose which is injurious to the reputation of the complex

A maximum of 2 persons are allowed to inhabit any bedroom of a unit on a permanent basis i.e. 2 bedroom – 4 people \ 3 bedroom – 6 people etc.

2. ALTERATIONS TO SECTIONS, LPG GAS & POWER GENERATORS

2.1 The exterior appearance of a section may not be altered in any way without the prior written consent from the Trustees.

2.2 No extensions, alterations or improvements which would alter the external appearance of any section, including but not limited to the affixing of burglar bars, security gates, garden gates, solar heating, outside lights, awnings, roofs, fences, wash lines, paving, rain water tanks, erection of television aerials, satellite dishes, antennas, cctv cameras, air conditioners, enclosure of

verandahs / balconies whether of a temporary nature or not, laps and swimming pools may be made to a section unless the trustees have consented thereto in writing.

2.3 Where local authority approval is required for an alteration, the trustees will not consent to any alteration if the required local authority approval has not been obtained. Approval by the local authority will not compel the Body Corporate or its Trustee's to consent.

2.4 *Instillation Of Gas:*

Body Corporate approval for all permanent / external gas instillations is required. The owner must fully comply with the applicable regulations when installing or replacing a gas instillation in respect of his section.

Gas instillations may only be done by a qualified and registered installer. In terms of Regulation 17(3) of the Pressure Equipment Regulations, a certificate of compliance must be obtained by the owner of the section after completion of a gas installation, modification, alteration or change of user or ownership.

Owners with gas instillations must at all times fully comply with point 21.3 below with regards to gas cylinders and gas quantities.

2.5 *Instillation And / Or Use Of Backup Power Generators:*

Body Corporate approval for all permanent backup power generator instillations is required.

All electrical wiring to connect a backup power generator to a units electrical supply / DB board must be carried out by a qualified / certified electrician.

All backup power generators be it a permanent instillation or not, must be installed / placed as far away from surrounding sections as possible so as to avoid excessive noise and fume pollution to the surrounding sections.

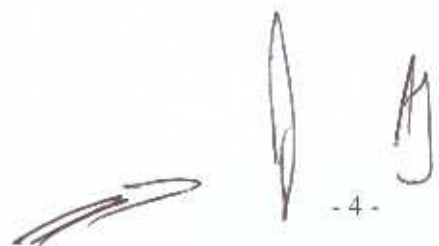
In relation to section 7 Conduct Rules below, backup power generators, be they a permanent instillation or not may only be used during a power supply interruption to the complex and only for the duration of such power supply interruption to the complex.

The use and or storage of backup generators must comply at all time to section 21 of the Conduct Rules below.

2.6 Any exterior alteration, improvement, fixture or addition or similar items made or installed by an owner in terms of this Rule shall be maintained by the owner concerned and his or her successor in title, in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

3. APPEARANCE FROM OUTSIDE

The owner or occupier of a section 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.



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4. DAMAGE, ALTERATIONS OR ADDITIONS TO COMMON PROPERTY

An owner, occupier or visitor 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.

In the event that any resident, his/her children, visitors, servants and persons allowed into the complex by him/her, or in the case of an owner, by his tenant, cause any damage to the common property, the body corporate will be entitled to recover the cost to repair such damages from the owner or resident.

5. VEHICLES, BOATS, CARAVANS AND PARKING BAYS

- 5.1 All parking bays within the complex is Unregulated Common Property.
- 5.2 No parking bay within the complex is owned by, allocated to, or for the exclusive use by any owner, resident or visitor within the complex.
- 5.3 Parking in all common property parking bays is strictly on a daily "first come first served" basis.
- 5.4 Residents must park their vehicles or motor cycles in their garage.
- 5.5 Residents may not use their garages as storage facilities and then permanently park their vehicles outside on common property.
- 5.6 Should a resident own more than two (2) vehicles, prior written consent must be obtained from the trustees to park the additional vehicles inside the complex. Granting of permission to park additional vehicles within the complex does not confer or imply exclusive use rights to a particular parking space within the complex. The trustees may at their sole discretion limit the number of additional vehicles a resident may park within the complex. Consent for a resident to park additional vehicles inside the complex may be withdrawn by the trustees at their sole discretion.
- 5.7 Residents may park their vehicles in common property parking bays for only short periods for example whilst either loading or offloading goods, washing their vehicle etc.
- 5.8 No vehicle may be parked in the complex driveways.
- 5.9 No vehicle may be parked in such a way so as to obstruct or make it difficult for a resident to easily enter or exit from their garage.
- 5.10 No vehicle may be parked over more than one parking space.
- 5.11 Boats, caravans, trailers, or similar vehicles may not be permanently parked / stored on the common property. Boats, caravans, trailers, or similar vehicles may be parked on the common property for short periods with the prior written consent of the trustees, which may be summarily withdrawn.
- 5.12 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil, brake fluid or any other substance on to the common property or in any other way deface the common property. The cost to replace / repair any damage caused to common property due to dripping oil or brake fluid will be for the account of the owner / occupier of the unit who's vehicle / visitor' vehicle caused the damage.



5.13 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle of whatsoever description on the common property or any other open area available to residents or visitors.

5.14 No vehicles weighing more than 3 tons is permitted inside the complex.

5.15 The speed limit within the complex is 15 km/h and shall be strictly complied with by both residents and all visitors.

5.16 The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked in violation of the Body Corporate rules as set out above.

6. SECURITY, SAFETY AND RISK

6.1 Residents 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 control responsibly and must report any loss of an access control to the trustees.
- b. Ensure that upon entering or leaving the complex that the entrance gate is properly closed
- c. Ensure that the entrance gate is never opened for unknown or uninvited persons
- d. Comply with any security measures and directives imposed from time to time by the trustees
- e. Ensure that their guests, visitors and employees comply with the security measures implemented by the trustees.

6.2 All persons entering the complex do so at their own risk. 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 property directly or indirectly, in or about the common property, whether caused by human, animal, natural phenomena or otherwise.

7. NOISE, DISTURBANCE AND NUISANCE

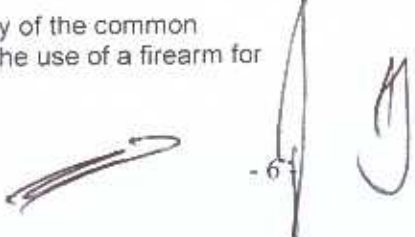
7.1 Nobody will cause any noise or sound to be produced, or allow it to be produced, which will disturb the peace of or be a nuisance to any other resident of the complex, unless it is done with the approval of at least one of the Trustees. Should any trustee become aware of any such untoward noises or sounds, the offender may be requested by a trustee to cease the production of such sounds immediately and in which event the offender will be compelled to comply with such request.

7.2 All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments and noise emanating from people or pets, must be kept at audio levels which are reasonable particularly on Sundays and between the hours of 22h00 and 07h00 on weekdays, 23h00 and 07h00 on Saturdays.

7.3 No explosives, crackers, fireworks (pyrotechnics) are permitted to be used / fired within the complex.

7.4 No firearms or pellet guns may be discharged in a section or any party of the common property, except under such circumstances that would reasonable justify the use of a firearm for self defense and related purposes.

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8. LAUNDRY

Laundry may only be dried in the areas provided therefore or inside a unit. An owner or occupier of a unit shall not hang any washing or laundry or any other items on any part of their building or common property so as to be visible from outside the building or from any other unit.

9. COMMUNAL & PRIVATE USE GARDENS

9.1 Residents shall assist in maintaining the communal property gardens adjoining their unit and ensure that it is kept in a neat and tidy condition at all times.

9.2 No resident may cut down or remove any tree or plant in the communal property gardens without the prior written consent of the Trustees.

9.3 No resident may dump or place their private garden refuse into the communal property gardens.

9.4 No person may issue instructions to the complex gardener / garden service, except in writing to the Trustees.

9.5 The complex gardener / garden service is employed by the Body Corporate to solely clean the communal property gardens and not the private use gardens.

9.6 The cleaning of private use gardens within each unit, excluding the mowing of lawns and the trimming of lawn edges, is the responsibility of the individual units and not that of the complex gardener / garden service.

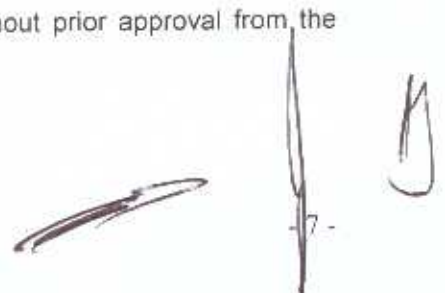
9.7 All residents are to ensure that their private use gardens are kept in a neat, clean and tidy state.

9.8 Residents are to ensure that the paving on their entrance pathways and surrounding their units (where applicable) is kept weed free.

9.9 Residents residing along the boundary walls are to ensure that all trees, shrubs or plants within their garden are trimmed sufficiently far enough away from the complex boundary walls so as not to cause interference or hinder the operation of the electric fence or other security measures that the complex has in place.

10. USE OF COMMON AREAS FOR RECREATIONAL PUPOSES

- a. Bicycles may not be ridden in such a manner as to obstruct road or pedestrian traffic. The riding of skateboards, roller skates or box carts is not permitted.
- b. No "catties" or bows and arrows may be discharged on or over the common property.
- c. No stones or solid objects may be thrown on the common property
- d. No ball games are allowed on driveways or against common property walls
- e. No parties may be held on common property driveways without prior approval from the trustees.



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11. FIRE HYDRANTS & COMMON PROPERTY TAPS

No tampering with Fire Hydrants or common property taps is allowed. Fire hydrants and common property taps may not be used for washing of motor vehicles, verandas, the watering of private use gardens ect.

12. LITTERING

An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps, tins, bottles, paper or any other litter whatsoever. Common property and garden areas must at all times be kept neat and tidy.

13. SIGNS, NOTICES, ADVERTISING AND ESTATE AGENT BOARDS

- a. 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 on a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.
- b. The trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of 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.
- c. A maximum of one (1) Estate Agent "For Sale" Board per unit is permitted to be erected at the front of the complex at any given time.
- d. Due to fiber pipes running along the front boundary wall of the complex, all Estate Agent Boards must be erected a minimum of one (1) meter away from the boundary wall. It is the responsibility of the individual unit owners to ensure that their Estate Agent complies with this regulation.
- e. In the event that an Estate Agents board damages the fiber in any way, or causes any other form of damage to common property, the cost to repair or replace such damage will be for the account of the individual unit owner who's Estate Agents board caused the damage.

14. REFUSE DISPOSAL

- a) Residents must place household refuse into a municipal refuse bin located within the complex refuse area
- b) No refuse may be placed on the floor within the refuse area
- c) Residents must ensure that before refuse is placed into the municipal refuse bins that it is first placed into refuse bags. For hygienic purposes, under no circumstance may any loose domestic waste be placed into the refuse bins.



- d) Only refuse placed within the refuse area will be removed from the complex
- e) Large boxes and cartons have to be either flattened or broken up so as to fit inside a refuse bin
- f) Only small quantities of garden refuse may be placed into the municipal refuse bins. Large quantities of garden refuse must be disposed of by the individual units at the relevant municipal dump site.
- g) No building rubble or any large bulky items may be placed in the refuse bins / refuse area as these will not be removed from the complex by the municipal waste disposal company. Individual units need to dispose of these items themselves at the relevant municipal dump site.
- h) Unit owners or occupiers shall comply with any other directions issued by the Trustees in regard to the placing of or disposal of refuse.

15. EMPLOYEES

- a. Residents of sections may not request employees of the Body Corporate to perform any task for them during their working hours.
- b. Residents may not interfere with Body Corporate employees in the performance of their duties and must give their full co-operation to such employees
- c. Residents will be responsible for the conduct of their own employees and for any person visiting his or her employees
- d. Residents shall ensure that their employees comply with the Conduct Rules and Directives.

16. SUPERVISION OF CHILDREN

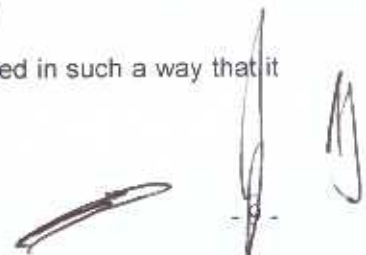
Occupants shall properly supervise their children, their children's friends and children of their visitors so that no provision of the complex rules is infringed by such children and that no damage or nuisance is caused to any occupants, to the property of any occupant or to the common property. In particular and without affecting the generality of the first, children shall not damage, deface or interfere with the plants, decorations, signs, name plates, fire hoses and fire hose reels, exterior lighting, shall not enter an unoccupied unit, climb onto any roof of units or complex walls.

Children playing up and down the driveways and on the common property do so at their own risk.

17. PETS AND ANIMALS

No animals or pets including reptiles or birds may be kept in the complex, unless the prior written permission of the trustees, which may not be unreasonably withheld, is obtained. When granting such approval, the Trustees may prescribe any reasonable condition. The trustees may revoke their permission to keep animals or pets on the premises at any time.

- (a) Pets may not be allowed to roam at large on the common property
- (b) No accommodation for pets (i.e. aviaries or kennels) shall be placed in such a way that it is visible to other residents or visitors.
- (c) No large dogs will be allowed.

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- (d) A maximum of two pets per unit will be allowed.
- (e) Owners of pets shall see to it that their pets do not foul the common property and where this happens, will immediately remove the offending matter.
- (f) Owners of pets are to ensure that their lawns are free of pet mess prior to it being cut.
- (g) Owners of pets who fail to keep their properties clean on a regular basis of pet mess will be requested to remove their pets from the complex and will not be granted permission to have any future pets.
- (h) Owners of pets are to ensure that their animals in no way cause a nuisance or disturb the peace of other residents. Any animal that continuously disturbs the peace of other residence will be removed from the complex.
- (i) The slaughtering of animals for traditional ceremony purposes is subject to City of Johannesburg By-Laws and Meat Safety Act compliance. Adequate written notice to the Body Corporate must be given. Slaughtering may only be done inside of a section and not on the common property or be visible from outside of a section.

18. ERADICATION OF PESTS

An owner shall keep his section free of, but not limited to, rodents, ants, white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent and their duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests.

The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

19. LAPAS, SWIMMING POOLS AND CARPORTS

Body Corporate approval is required for all private use lapas, swimming pools and carports as per section 2 of the Management and Conduct Rules. No carports may be erected on any of the 18 unregulated common property parking bays.

- a) Owners of private use lapas and swimming pools must ensure that they are properly maintained at all times and that they do not end up in a derelict or run down state. Failure to properly maintain the structure can result in it being removed.
- b) Owners of carports must ensure that the structures are regularly maintained. Failure to properly maintain the structure can result in it being removed.
- c) Owners of lapas are to ensure that the structure is fire treated regularly as per regulation and that updated copies of the certificate stating that the lapa has been fire treated is provided to the Body Corporate.
- d) Owners of lapas are to ensure that they have the necessary firefighting equipment as laid down by legislation.

- e) Owners of swimming pools are to ensure that their swimming pools are not easily accessible to small children in the complex and that they comply with all safety requirements as laid down by legislation.

20. PREPAID ELECTRICITY AND WATER METERS

No owner or occupier of a section may tamper with the prepaid electricity or water meters. Tampering with any prepaid electricity or water meter will lead to legal actions and a minimum fine of R1000. If any meter is faulty and not operating in a form of a prepaid meter, then the owner / occupier needs to report that fault to the Body Corporate. Failing to do so, will make you liable for the income losses on the meter based on average monthly consumption.

21. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

21.1 Residents shall not allow anything to be done or stored on the premises which may invalidate any insurance on the complex or may in the sole opinion of the trustees lead to an increase in the complexes insurance premiums.

21.2 Flammable or other dangerous material or article may not be brought on to the common property or elsewhere except in such limited quantities as are allowed under the Insurance Policy or by-laws.

21.3 For Body Corporate compliance with SANS 10087-1:2013 Ed6, all sections making use of permanent gas installations, must inform the Body Corporate of the combined capacity / weight of all gas cylinders in use at the section. Should at any stage the combined capacity / weight of the gas cylinders in use increase, this new information must immediately be provided to the Body Corporate.

Only "safe" LPG gas cylinders sourced from a reputable supplier of LPG gas may be used / stored by a section.

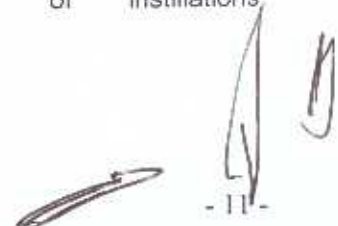
22. INSURANCE

22.1 It is mandatory that private use lapas be insured on the Body Corporate' Insurance Policy and that all lapas within the complex fully comply with the requirements as laid down by the Body Corporate Insurers.

Any additional premiums payable to insure private use lapas is payable by the individual owners.

22.2 Private use swimming pools need to be specified on the Body Corporate insurance. Swimming pools and their pumps are automatically covered under the sum insured on the particular unit at no additional charge. If the unit owner would like a swimming pool insured over and above the unit sum insured, this needs to be requested in writing and any additional premiums payable will be payable by the individual owner.

22.3 Notwithstanding points 2.4 and 2.5 above, all permanent / fixed gas and backup generator installations must at all times fully comply with all provisions and / or requirements as laid down by the Body Corporate' insurers regarding these types of installations.



23. VISITORS AND TENANTS

Residents shall ensure that their visitors comply with these rules.

All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy

Owners will ensure that a copy of these rules is handed to their tenants prior to them occupying the section.

Owners / residents are liable to ensure that their tenants comply with these rules and may be fined in the event their tenants breach these rules, as if they themselves had breached the rules.

24. BREACH OF RULES, COMMUNITY SCHEMES OMBUD SERVICE (CSOS) DISPUTE RESOLUTION AND LEGAL COSTS

24.1 If the conduct of an owner or an occupier of a section or his visitors, guests or employees of a resident constitutes a nuisance in the opinion of the trustees, or if an owner, occupier, visitor or employees of a resident contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and occupier with a written notice which may in the discretion of the trustees be delivered electronically via email, by hand or by registered post. 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.



24.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees shall be entitled, without prejudice to the other rights or remedies which the Body Corporate may have in law, or in terms of the Sectional Title Act, or any other act, These Rules, including to claim compensation for damages, to:

- a) bring a court application for a suitable order, and/or
- b) institute CSOS arbitration proceedings; and/or
- c) institute CSOS mediation proceedings or expert intervention; and/or
- d) apply to CSOS for a suitable order

24.3 Notwithstanding the provisions of this rule the trustees shall have the power and be entitled to appoint an attorney to act on their behalf

24.4 An owner shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commissions, expenses and charges incurred by the Body Corporate in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such owner to the Body Corporate in terms of These Rules, or in enforcing compliance with These Rules.

24.5 Any costs incurred by the trustees in terms of These Rules, shall be regards as a levy and may be added to the levy account of the specific owner, who was/is liable for the costs in terms of the rules and may be recovered from the owner as a levy debt, with interest at the rate applicable to arrear levies.

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25. PAYMENT OF LEVIES / ACCOUNTS

Accounts are payable in full by the first (1st) of every month. All payments must reflect in the Body Corporate bank account by no later than close of business on the seventh (7th) of every month. Payments not reflecting in the Body Corporate bank account by close of business on the seventh (7th) will be treated as overdue.

26. OVERDUE LEVIES / ACCOUNTS AND INTEREST

Should a unit's levies / account not be paid in full by close of business on the 7th of every month, the outstanding amount plus a 10% administration fee will be loaded onto the unit's electrical meter.

The outstanding balance plus the 10% administrative fee will first have to be paid via one of the prepaid systems Vending Partners, prior to the unit being able to purchase additional electricity.

Interest on overdue accounts not paid by the 7th of every month, may at the discretion of the Trustees be charged at a rate 2% per month on all amounts outstanding. The interest rate shall not be more than the percentage prescribed in the National Credit Act No.34 of 2005.

27. ALLOCATION OF PAYMENTS

Any payments made by an owner or resident shall be allocated to oldest debt fist, irrespective of what it is made up of.

28. COMPLAINTS

All complaints are to be submitted to the managing agent (if appointed) or to the trustees in writing who shall investigate the matter and notify the owner or occupier in writing of the outcome thereof.

The trustees may issue Directives, from time to time, as to where complaints may be sent or delivered to.

29. RELAXATION OF RULES

No indulgence or relaxation in the application of these Conduct Rules, shall constitute a waiver or consent, or prevent the enforcement thereof by the trustees.

30. SUNDRY PROVISIONS

Without in any way derogating from the generality of the foregoing rules and in addition thereto;

- a) The Trustees shall have the right to take any action deemed fit to prevent any infringement of these rules

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