

SUNSET VALLEY HOA

CONDUCT RULES

SECTION 35(2) OF THE SECTIONAL TITLES ACT NO 95 OF 1986

PRELIMINARY

A. APPLICABILITY

- (1) The Conduct Rules, the provisions of section 44 of the Sectional Titles Act, No 95 of 1986 and the provisions of Management Rule 68 shall be binding on all owners, lessees or other occupants of sections and on the trustees and managing agent (if so contracted).
- (2) It shall be the duty and responsibility of an owner to ensure compliance with these Conduct Rules by the lessees or occupants of his or her section, including the employees, guests and any family members of the owner, or of his or her lessees or of the occupants of his or her section.
- (3) Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule (2) above, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed. The owners concerned may further be held liable for damages, penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the HOA in enforcing compliance with the Conduct Rules. Damages, penalties (fines), legal costs and expenses and charges incurred by the HOA in enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable owners levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.

B. INTERPETATION

- (1) The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- (2) Unless the context clearly indicates a contrary intention:
 - the singular shall include the plural and vice versa; and
 - a reference to any one gender shall include the other gender; and
 - a reference to natural person includes juristic person, trusts and partnerships and vice versa
- (3) Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words an expression in such Rule.
- (4) Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986, shall in all Conduct Rules bear in meaning that has been assigned to them, unless inconsistent with the context.
- (5) When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- (6) Where numbers are express in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.

C. DIRECTIVES

- (1) The trustees may from time to time issue Directives in connection with any Conduct Rule.
- (2) The Directives shall not be in conflict with any Management or Conduct Rule.
- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorized to create further Conduct Rules through their issuing of Directives.

D. GUIDELINES

- (1) The trustees may from time to time prepare and revise guidelines to control all aspects of the design and appearance of the building and structures on the premises, including any alteration or additions (structures) referred to in Conduct Rule 15.

The Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of installation required to ensure uniformity of construction of structures referred to in Conduct Rule 15.

- (2) The Guidelines shall, by virtue of these Conduct Rules, be binding upon all owners, lessees and occupants of sections upon the trustees.

CONDUCT RULES

ANIMALS, INSECTS, REPTILES AND BIRDS (PETS)

- 1.1) An owner, lessee or occupant of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, insect, reptile or bird (pet) in a section or on the common property.
- 1.2) Where applicable, any animal, insect, reptile or bird must be licenced in accordance with the law, and an owner, lessee or occupant must provide the trustee's with copies of these permits when requesting approval to keep the animal, insect, reptile or bird.
- 1.3) When granting such approval, the trustees may prescribe any reasonable condition or conditions. The trustees may from time to time prescribe further conditions pertaining to the keeping of pets in sections. When granting such approval, the Committee may prescribe the following conditions:
 - 1.3.1) Any owner or occupier of a section may keep one (2) small animal within his section;
 - 1.3.2) No dogs are permitted.
 - 1.3.3) All cats and other pets are to be kept inside the owner's property.
 - 1.3.4) An owner or occupier should ensure that should their animal leave droppings on common areas, that they remove it immediately;
 - 1.3.5) Any animal(s) may not become a nuisance to the other residents.
- 1.4) The trustees may withdraw their approval in the event of breach of any condition prescribed in terms of sub-rule (1.2).
- 1.5) In suitable circumstances, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to the application, including such costs as are referred to in Management Rule 31(1.5).
- 1.6) Upon the breach of, or non-compliance with, the provisions of this Rule, the relevant section may become liable for a penalty or penalties imposed under Rule 26.

ERADICATION OF PESTS AND HEALTH REGULATIONS

- 2.1) An owner shall keep his or her section free of rats, mice, cockroaches, white ants, borer and other wood destroying insects and to his end shall permit the trustees, the managing agent, and their duly authorized agents or employees, to enter upon his or her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate 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 that may be damaged by any such pests shall be borne by the owner of the section concerned.
- 2.2) Each owner, lessee or occupant of a section is responsible to ensure that activities inside his or her section or on the common property comply with all municipal health regulations and that no damage or risk is created or allowed to the health, safety or property of other occupants of sections or other person legitimately present on the premises.

PARKING AND DRIVING OF VEHICLES AND REMOTE CONTROLS

- 3.1) An owner, lessee or occupant of a section shall park or stand his vehicle or permit or allow a vehicle to be parked or stood on the parking bay (exclusive use area) allocated to the section he owns or occupies.
- 3.2) Visitors, employees or contractors of owners, lessees or occupants shall park their vehicles outside the complex if their parking bays or the allocated visitors parking bays, are occupied subject to the compliance with any reasonable conditions imposed from time to time by the trustees.
- 3.3) No owner, lessee or occupant of a section shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, contrary to these Rules without the prior written consent of the trustees.
- 3.4) Owners, tenants or visitors are not allowed to park any vehicle on common grassed areas.
- 3.5) No trucks or any other heavy vehicles may be parked on the common property.
- 3.6) No vehicles exceeding 3500kg may enter the complex, as vehicles exceeding the weight limit may cause damage to the common property within the complex.
- 3.7) No caravans, motorboats, trailers or any other watercraft may be parked on the common property without the prior written consent of the trustees.
- 3.8) Owners, lessees and occupants of sections shall ensure that their vehicles, and the vehicles of their visitors, employees or contractors, do not drip diesel, oil or brake fluid on to the common property or in any other way deface the common property by reason of the dripping of oil or brake fluid, or otherwise caused by any vehicle. The owner, lessee or occupant responsible shall clean such area at this or her own costs. Should the owner, lessee or occupant fail to clean such area and any such failure persists for a period of 7 (seven) days after the giving of written notice to clean given by the trustees or the managing agent on their behalf, the trustees may arrange to have the area cleaned and hold the applicable owner, lessee or occupant liable for the costs of cleaning and restoration of the area.
- 3.9) No owner, lessee or occupant shall be permitted to dismantle or effect major repair to any vehicle or service any vehicle on any portion of the common property. Only emergency repair to vehicles may be effected.
- 3.10) The parking of vehicles upon the exclusive use area is subject to the express condition that every vehicle is parked at the owners risk and responsibility and that no liability shall attach to the HOA or its agents or any of its employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him or her, may suffer in consequence of his or her vehicle having been parked on the exclusive use area.
- 3.11) Owners, lessees and occupants of sections must provide their vehicle registration numbers to the managing agent and ensure that these remain current with the managing agent. It is the owners responsibility to ensure that lessees or occupants provide these details to the managing agent.

- 3.12) Only two parking bays are allocated per section and these are marked according to section number's.
- 3.13) Lessees or occupants are not allowed access to remote controls for the entrance gate. Lessees or occupants must make use of the G-Switch system for gate access and must ensure their cellphone numbers are regularly updated with the managing agent.
- 3.14) Lessees, occupants or visitors may under no circumstances tamper the access gate.
- 3.15) Vehicles may not travel at speeds in excess of 20 kilometers per hour on any portion of the common property.
- 3.16) Notwithstanding the provisions of sub-rule (10), an owner, lessee or occupant who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms thereof, may be subjected to the imposition of a penalty or penalties in terms of rule 20.

NOISES AND/OR NUISANCE

- 4.1) No noise that is excessive, in the discretion of the trustees, may be created at any time in a section or on the common property.
- 4.2) No owner, lessee, occupant or visitor shall cause or permit such conduct either in his unit, or elsewhere upon the premises / common property as shall cause a nuisance, disturbance or a health hazard to other members in the quiet enjoyment of their own sites or which is likely to or in way tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interest of any other resident.
 - 4.2.1) Especially after 22h00, noise levels should be reasonably reduced, whilst quietness should be maintained in sections and on the common property between the hours 23h00 and 07h00.
 - 4.2.2) 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.
 - 4.2.3) Section 4.2 specifically includes all vehicles entering the complex, where excessive music is emanating from the vehicle or the vehicle itself is inherently noisy.
- 4.3) **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.**
- 4.4) Sounding of horns at the access gate is strictly prohibited. An owner, lessee or occupant is responsible that their visitors abide by this rule.
- 4.5) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in section or any part of the common property.
- 4.8) No firearms may be discharged in a section 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.

- 4.9) This section does not apply where alterations to sections per section 15 have been approved by the Trustee's. The noise / disturbance guidelines are provided in that section.
- 4.10) No owner, lessee or occupant 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 the 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.

IMMORAL BEHAVIOUR

- 5) An owner or occupier shall not enter the complex or his section severely intoxicated or under the influence of drugs or with an illegal or immoral intent.

GARDENS AND LAWNS

- 6) Owners, lessees and occupants may not plant anything on the common property or remove / damage any plants on then common property without the approval of the Trustees.

BRAAI FACILITIES

- 7.) Sunset Valley does not have braai facilities. An owner or occupier of a section shall not be entitled to braai on the balcony or anywhere else on the common property.

LAUNDRY

- 8.1) An owner, lessee or occupant of a section shall not, erect his or her own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.
- 8.2) Each section is designated specific washing lines. An owner, lessee or occupant of a section shall not make use of any washing line, allocated to any other block of flats.
- 8.3) An owner, lessee or occupant of a section may under no circumstances tamper with any laundry belonging to another owner, tenant or occupant, on the common property.
- 8.4) An owner, lessee or occupant of a section may hang his or her washing or laundry on a drying-rack on a balcony provided that it is not visible from outside the building.
- 8.5) Designated wash line areas are for the exclusive use by member's of the HOA.

- 8.6) All laundry must be removed from washing lines by 19:00 each evening. Failure to comply with requirement, the Trustee's or duly authorised person, may remove the laundry and store it.
- 8.7) Washing hung out to dry in designated areas is at the sole risk of the person doing so.
- 8.8) An owner, lessee or occupant of a section shall not hang any laundry on the wash lines which may cause damage to the wash lines.

LANGUAGE

- 9.) Any owner or occupant, should he / she, not speak, read or understand the English language, undertakes to get a translation at his own cost and expense, all the Rules, Agreements or any other document relevant in connection herewith.

LITTERING

- 10.) Subject to Conduct Rule (23), an owner, lessee or occupant of a section shall not deposit, throw, or permit or allow be depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps, pets litter or any other litter whatsoever. In particular, no material or objects may be thrown out of windows or from balconies.

FITTINGS AND INSTALLATIONS

- 11.1) Owners, lessees or occupants may under no circumstances tamper with or repair any electrical installations, municipal fittings and fire equipment, etc. on the common property. Defects to any of these items have to be reported to the Trustees or managing agent immediately.
- 11.2) Occupants damaging, disfiguring or untidying the common property, will be responsible for the repair thereof.
- 11.3) Owners, lessees or occupants, occupying sections on the top floors, must reasonably allow access to ceilings to allow for maintenance and inspection of the roof structure and geysers from time to time.

ACTIVITIES ON THE COMMON PROPERTY

- 12.1) No business or trade may be conducted in residential sections or on the common property without prior cause except for the management of the building.
- 12.2) Except for the auction of a unit, no auctions or similar sales or exhibitions may be held in residential sections or on the common property.
- 12.3) No skateboards, roller skates, roller blades, bicycles, plastic tricycles or carts may be used on the common property.

- 12.4) The common property, including the stairwells, may not be used as playgrounds by children.
- 12.5) No ball games may be played on the common property.

CHILDREN

- 13) Owners, lessees and occupants must supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or property of other residents. In particular children may not interfere with the post boxes, plants, decorations, name plates, fire-fighting equipment, exterior lights, entrance gate, etcetera.

COMPENSATION FOR IMPROVEMENTS

- 14) An owner, lessee or occupant shall not be entitled to claim or receive any refund or compensation whatsoever from the HOA for any additions or improvements effected by him to any of the common property unless at the express consent in writing of the HOA or at the unanimous decision of the Trustees.

DAMAGE, ALTERATION, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY AND ALTERATION

TO THE INTERIOR OF SECTIONS

GENERAL:

- 15.1) It is recorded that the exterior of sections, including windows and doors, are part of the common property and that as such (save as provided in the Sectional titles Act, No 95 of 1986, the Management Rules and these Conduct Rules) no owner, lessee or occupant may alter, damage, improve or add thereto in any manner.

MINOR ALTERATIONS:

- 15.2) As far as minor alterations, fixtures or additions are concerned, an owner, lessee 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.
- 15.3) Notwithstanding sub-rule (15.2), an owner or person authorized by him or her, may install:
 - 15.3.1) any locking device, safety gate, burglar bars, or other safety device for the protection of his or her section;

Provided that the trustees have first approved the nature and design of the device and the manner of its installation.

- 15.4) 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 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.
- 15.5) A request for the trustees consent or approval contemplated in sub-rules (15.2), (15.3) or (15.4), must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.
- 15.6) The Trustees consent for such structures as contemplated in sub-rule (4) may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost. Should an owner fail to remove such item and any such failure persists for a period of 14 (fourteen) days after written notice to remove given by the trustees, the trustees may have same removed at the risk and expense of the owner concerned, who shall have no recourse against the HOA or its trustees, employees or contractors for any damage resulting there from.

STRUCTURAL ALTERATIONS:

- 15.7) Any structural alteration affecting a section and the common property, and alterations to plumbing, electrical installations or conduits may only be carried out after:
 - 15.7.1) compliance with all relevant provisions of the Section Titles Act, No 95 of 1986 and the Rules;
 - 15.7.2) obtaining the written approval of the local authority, if applicable;
 - 15.7.3) obtaining the written consent of the trustees, which may be accompanied by conditions.
- 15.8) All structural alterations and alterations to, or repairs of, plumbing, electrical installation or conduits, must be done by qualified and registered artisans and the work must comply with standards required by the local authority.
- 15.9) Whereas an owner may effect alteration to the interior of his or her section, no work may be done to weight-bearing walls without the written consent of the trustees, who may impose conditions.
- 15.10) Whilst balconies may form part of sections, the enclosure thereof affects the common property as well as the appearance of the buildings. For this reason, any enclosure of a stoep or balcony shall be regarded as a structural alteration for the purposes of this Rule.
- 15.11) In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building

and any alteration, additions, modifications, improvement or decorative work which affects the exterior appearance of the section:

- 15.11.1) A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their provisional consent.
- 15.11.2) The trustees may grant provisional consent, or refuse such consent with reasons Being furnished. The consent may also be accompanied by reasonable conditions. The trustees may request that a report by structural engineer or architect be furnished.
- 15.11.3) If provisional consent is given, the owner must proceed to have building plans prepared and approved by an engineer (if required) and the local authority (if required), and which may not deviate from the sketch plan. (see appropriate annexure)
- 15.11.4) Before final approval, the owner must canvass the comments of immediate neighbours, and submit it to the trustees for consideration.
- 15.11.5) A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees.
- 15.11.6) If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations.
- 15.11.7) Within 14 (fourteen) days of obtaining all the required information and advice, the trustees shall consider the application, reach a reasonable decision and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions.
- 15.11.8) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence. (If any damages to the common property should result by virtue of any work done, the trustees shall be entitled to deduct such damages from the deposit.)

INTERNAL ALTERATIONS:

- 15.12) 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:
 - 15.12.1) 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.
 - 15.12.2) 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.

- 15.123) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

ALL ALTERATIONS:

15.13) In respect of all work done at the instance of an owner of a section, the following shall apply:

- 15.13.1) The owner shall liaise with the trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises.
- 15.13.2) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines.
- 15.13.3) All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.
- 15.13.4) The owner accepts responsibility and shall be liable to the HOA (or owners, as the case may be) for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the HOA against such damage or any claims arising there from.
- 15.13.5) The electricity supply of the HOA may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
- 15.13.6) Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 08h00 to 18h00 or during the hours 09h00 to 14h00 on Saturdays and 09h30 to 14h00 on Sundays.
- 15.13.7) Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupants and must be concluded as expeditiously as possible, within the time frame specified, if any.
- 15.13.8) Any deposit payable in terms of this Rule shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the trustees.
- 15.13.9) All charges, damages, expenses and penalties raised against the owner in terms of this Rules, are payable upon demand and, if unpaid, trustees may deduct such items from the owners deposit and / or add the amount to his or her levy account.
- 15.13.10) No rubble may be left on site overnight. Should the owner fail to remove rubble, the trustee shall be entitled to remove the rubble at the cost of the owner concerned or the trustees may charge a fee to the owner to store the rubble on the common property overnight.

- 15.13.11) The owner must ensure that his or her workmen and contractor comply with the relevant provisions of this Rule.
- 15.13.12) In the event of approval, or a permit or consent being required from any local or other authority for the alterations, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition.
- 15.13.13) If any work done by or on behalf of an owner in pursuance of the provisions of this Rules results in expenses being incurred by the HOA, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- 15.13.14) Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this Rule shall be maintained by the owner concerned 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 HOA shall be entitled to remedy the owners failure and to recover the reasonable cost of doing so from such owner.
- 15.13.15) For the purposes of the Rules, the trustees shall have the discretion to decide what constitutes a 'minor alteration', 'structural alteration' or 'internal alteration' subject to any Directives that may be given by members at a general meeting, by majority vote.
- 15.13.16) If an owner (or person authorized by him or her) effects any work referred to in this Rules without obtaining the trustees consent, or fail to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should and owner in any other way contravene any sub-rule, the trustees may request an owner to remove such structure at this or her own cost. Should an owner fail to remove or cause the removal of and/ or restitution of any alteration, improvement, fixture or addition 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 HOA or its trustees, employees or contractors for any damage resulting there from.
- 15.13.17) Owners, lessees or occupants of sections shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular landing, staircases and passages must be kept clear at all times.

GAS STOVE INSTALLATION:

15.14) No gas installation may be installed in respect of a Section or on the Common Property without the prior written consent of the Trustees, and subject to compliance with their conditions, noted below:

15.14.1) Any gas installation must be completed by an approved and registered gas installation specialist;

15.14.2) Owners must comply with Regulation 17(3) of the Pressure Equipment Regulations, which states that a certificate of compliance (COC) must be issued to the owner of the residence "after completion of a gas installation, modification, alteration or change of user or ownership";

15.14.3) The required certificate of compliance (COC) must be provided to the Trustees, immediately that the installation is completed, in order to advise the HOA's insurer accordingly;

15.14.4) The Section owner must provide the Trustees with a new COC every 12 months, or sooner if there has been a change in terms of 20.3.2 above. The issuing of a COC will at all times be at the Section owner's expense. Should the insurance provider change compliance requirements, the Section will be required to adhere to these directives.

15.14.5) The maximum size of gas bottle permitted to used, is 9kg.

15.14.6) The Section owner will ensure the entire installation, is in good working order at all times.

15.14.7) The Section owner must have an appropriate fire extinguisher stored within the Section, which must be serviced annually.

15.14.8) The Trustees reserve the right revoke consent granted under this section, where Section owners are not compliant.

SOLAR PANEL INSTALLATION

15.15.1) The BHOA does not undertake to provide sections with solar panel / inverter sources of electricity.

15.15.2) Owners may install solar panels on the roof of the common at their own cost.

15.15.3) A maximum of 2 panels are permitted per unit. The Trustees may approve additional panels, should there be sufficient roof space.

15.15.4) Any damage caused during the installation will be for the section owners' cost.

15.15.5) The Owner must request approval from the Trustees before installing a solar system.

15.15.6) Only certified electricians / installers may be used for installations, subject to approval by the Trustees.

15.15.7) The Owner must provide the Trustees with a certificate of compliance (CoC) on completion.

15.15.8) The Trustees may require the removal of the solar where the Owner fails to maintain them, at the owners cost.

15.15.9) Trustees may request additional CoC's where there is evidence the is poorly maintained. These will be at the owners cost.

APPEARANCE FROM OUTSIDE

16.1) An owner, lessee or occupant 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, stoeps or gardens and encroachments, which in the opinion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.

16.2) 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.

16.3) Owners, lessees and occupants of sections must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All curtains must have linings, and all linings of curtains, and blinds when viewed from outside, must be acceptable to the trustees in their discretion.

16.4) No owner, lessee or occupant 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.

SIGNS AND NOTICES

17.1) No owner, lessee or occupant of a residential section 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 written consent of the trustees first having been obtained. The trustees may impose any reasonable conditions when granting their consent.

17.2) 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 common property which may be reasonably required, will be effected at the risk and cost of the owner and such owner and/ or occupant shall have no claim against the HOA or the trustees as a result of their functions performed in terms of this provision.

LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

18.1) All lessees 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, or the absence of provisions, in any lease or any grant of right of occupancy.

- 18.2) Before a lessee or occupant takes occupancy of a section, the applicable owner shall furnish the lessee or other occupant with a copy of the Conduct Rules and Directives and inform such lessee 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 lessees (or other occupants) written acknowledgement of receipt of the Conduct Rules.
- 18.3) An owner of a section shall within 7 (seven) days after concluding a lease agreement or other occupancy arrangement, furnish the trustees with the particulars (the full names and contact telephone numbers) of his or her lessee or other occupants and shall further furnish the trustees with the lessees (or other occupants) written acknowledgement of receipt of the Conduct Rules.
- 18.4) An owner shall notify the trustees or managing agent 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 lessees or occupants.
- 18.5) No owner of a section shall allow more persons to occupy a residential section, than as set out below:
 - 18.5.1) 4 (four) persons in a two-bedroom residential section
- 18.6) Notwithstanding sub-rule (18.5), 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.
- 18.7) No Owner may enter into or renew a lease agreement for their section, if the levies for that section is in arrears of more than 30 days.
- 18.8) Owners must advise the HOA management company of the contact details for the leasee at all times.

AIRBNB

- 18.9) Where an Owner would like to conduct and Airbnb with their section, approval must be requested from the Trustees before commencing.
- 18.10) The Owners levy account must be paid in full before approval may be granted by the Trustees.
- 18.11) Owners must ensure that the complex rules and regulations are provided to guests.
- 18.12) The Owner will be fully liable for fines for any transgressions by airbnb guests.
- 18.13) Owners must meet guests at the complex to hand over keys.

SECURITY, SAFETY AND RISK

- 19.1) Owners, lessees and occupants of sections must at all time ensure that the security and safety of other occupants and their property are preserved, and in particular must:
 - 19.1.1) Handle their access controls responsibly and must report any lost of an access control to the trustees;
 - 19.1.2) Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed;
 - 19.1.3) Ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons;
 - 19.1.4) Comply with any security measures and Directives imposed from time to time by the Trustees;
- 19.2) 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 HOA 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 HOA 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 HOA or any of the HOA employees, agents or contractors.
- 19.3) The HOA 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.
- 19.4) Owners, lessees or occupants, must immediately report any suspicious or criminal activities taking place or which have occurred, in any sections or on common property to the managing agent and Trustees. This will allow the Trustee's assess safety and security and act to securing the common area.

DOMESTIC SERVANTS

- 20.1) Owners, lessees and occupants of sections must ensure that their servants do not loiter on the common property.
- 20.2) Owners, lessees and occupants of sections must ensure that their servants do not cause undue noise on the common property or elsewhere.

EMPLOYEES APPOINTED BY THE HOA OF SUNSET VALLEY

- 21.1) Owners, lessees and occupants of sections may not request HOA employees to perform tasks for them during their work hours.

- 21.2) Owners, lessees and occupants of sections may not interfere with HOA employees in the performance of their duties as allocated to them by the trustees, but must give their full co-operation to such employees.
- 21.3) Owners, lessees or occupants of sections are responsible for the conduct of their own employees on the common property and shall ensure that they:
- Do not loiter on the common property
 - Do not cause a nuisance on the common property
 - Do not receive guests on the premises
 - Comply with the security measures and Directives imposed from time to time by the trustees
 - Keep the public toilets clean

STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 22.1) An owner, lessee or occupant of section shall not store any flammable material, or do or permit or allow to be done, any other dangerous act in the building or on the common property, which will or may cause an increase of the premium payable by the HOA on any insurance policy.
- 22.2) No owner, lessee or occupant of a section shall make use of any open fires, gas – or electrical or any other braai devices to braai on their balconies or on the common property.

REFUSE DISPOSAL

- 23.1) An owner, lessee or occupant of a section shall:
- 23.1.1) Ensure that his or her refuse is placed in a black refuse bag and that such bag is securely tied before being placed in a municipal refuse bin in the refuse room.
- 23.1.2) Ensure in case of tins or other containers, that they are completely drained, before being deposited into a black refuse bag.
- 23.1.3) Comply with any Directives imposed by the trustees from time to time regarding the disposal of refuse and not dispose of or allow the disposal of refuse, waste or rubbish contrary to this Rule and such Directives.
- 23.3) No cooking oils or fats may be disposed of in the kitchen sinks, drains or toilets and items such as paper towels, sanitary towels and nappies, may not be flushed down the sewerage system. Such materials may be traced to a section and the owner, lessee or occupant of such a section may be held responsible for any costs to clear the sewerage system.
- 23.4) Refuse is collected from sections from Monday to Friday's from 8h00. Refuse may not be placed outside of sections after 8h00 daily. Refuse may not be left outside in the evenings or on Saturday or Sunday.

RELAXATION OF RULES

- 24.) No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the trustees at any time.

CORRESPONDENCE AND COMPLAINTS

- 25.1) All complaints and suggestions are to be put in writing, dated and handed to the trustees or the managing agent.
- 25.2) All correspondence relating to the HOA including the minutes of meetings, financial reports, management reports and conduct rules are available from the Merville Properties website.
- 25.3) Please notify the managing agent in writing of any changes of address and contact details.
- 25.4) Owners must provide a contact number to Trustees, which they approve to be used for a Whatsapp communication group.

CONTRAVENTION OF RULES

- 26.1) Should Conduct Rule (1) be contravened, the trustees may:
- 26.1.1) Withdraw their approval to keep such pet upon which the owner, lessee or occupant must remove the pet from the section and the common property, or
 - 26.1.2) Apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a Section or the common property, and the owner will be liable for the costs relating to the application, or
 - 26.1.3) Impose a fine in terms of Conduct Rule (26), or
 - 26.1.4) Obtain an interdict, or
 - 26.1.5) Impose more than one of the options mentioned.
- 26.2) Should Conduct Rule (3) be contravened, the trustees may:
- 26.2.1) Arrange for the vehicle to be clamped, at the risk and costs of the owner thereof and / or person in control of the vehicle
 - 26.2.2) Arrange for a clamped vehicle to be released subject to the payment of a release fee,
 - 26.2.3) Arrange for the vehicle to be removed at the risk and costs of the owner thereof and / or person in control of the vehicle;
 - 26.2.4) Impose a fine in terms of Conduct Rule (26)

- 26.2.5) Obtain an interdict
- 26.2.6) Impose more than one of the options mentioned.
- 26.3) Should Conduct Rules (15), (16) or (17) be contravened, the trustees may:
 - 26.3.1) Request an owner to remove such structure or object at his or her own cost.
 - 26.3.2) 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 HOA or its trustees, employees or contractors for any damage resulting there from.
 - 26.3.3) impose a fine in terms of Conduct Rule (26);
 - 26.3.4) Obtain an interdict,
 - 26.3.5) Impose more than one of the options mentioned
- 26.4) Should any other Conduct Rule be contravened the trustees may:
 - 26.4.1) Impose a fine in terms of Conduct Rule (26);
 - 26.4.2) Obtain an interdict;
 - 26.4.3) Impose more than one of the options mentioned.

IMPOSITION OF PENALTIES

- 27.1) If the conduct of an owner lessee or occupier of a section or his family, visitors, guests, worker or contractor constitutes a nuisance in the opinion of the trustees based on complaints received, or a contravention of a provision of the Act, or of the Management Rules or Conduct Rule, the trustees may impose a fine as follows:
 - **First Warning:**
An official letter of the transgression with the owner liable for the applicable administration fee;
 - **Second Warning:**
Fine equal to 50 % of a month's levy (applicable at the time) with the owner liable for the applicable administration fee;
 - **Third / Final Warning:**
Fine equal to one month's levy (applicable at the time) with the owner liable for the applicable administration fee;
 - Should more than four fines / offences be reported within any part of a year, fines

imposed and legal action will be taken without any further notice.

GENERATORS

The use of generators is strictly prohibited for providing alternate sources of electricity.

INSURANCE

The HOA is required to provide comprehensive building insurance cover for each unit only.

- 1) It is recommended that owners / tenants manage, at their own cost, their own personal household insurance cover.