

CONSTITUTION OF THE SUNSET VALLEY

HOME OWNERS ASSOCIATION

SUNSET VALLEY HOME OWNERS ASSOCIATION was designed to provide a gracious and secure lifestyle for its residents. To protect and enhance this lifestyle, this constitution is established. It is binding on all persons resident at or visiting **SUNSET VALLEY COMPLEX** and shall be administered by the Trustees.

The registered owners of the erven or units are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees are aware of and abide by this Constitution and specifically the **CONDUCT RULES** herein contained.

This constitution may be modified, amended or appealed from time to time subject to the procedures laid down in the Constitution, which vests the ultimate acceptance of the Conduct Rules in the hands of the general body of members of the **SUNSET VALLEY HOME OWNERS ASSOCIATION**.

1. Definitions

1.1 **Association** – means the **SUNSET VALLEY HOME OWNERS ASSOCIATION**

1.2 **Architectural guidelines** –
See **Annexure A**

1.3 **Conduct Rules** –
See **Annexure B**

1.4 **Common property** – means the common property to be managed and controlled by the Association as defined in the Constitution, including all roads, private open spaces, passage ways, including all security fencing and gate(s), and services constructed on the estate as well as all property registered in the name of the Association.

1.5 **Members** – See 7.1

- 1.6. **Vehicle** – means any form of conveyance, whether self propelled or drawn by a Machine, animal or human agency.
- 1.7. “MANAGEMENT REGULATIONS” mean such managerial regulations or any amendments thereto formulated from time to time by the management of the Company for the due and proper management of the Company’s property.
- 1.8. **Estate** – an area of rural, privately owned property that includes a large residence
Development – a group of buildings of the same kind that are built as a single Construction project
Erf / Erven – a small plot of land on which to build, usually in an urban area
- 1.9 **Proxy** – the function or power of somebody authorized to act for another person
- 1.10 **Complex** – a group of similar buildings on a site, enclosed by a common wall.

2. **Name**

The name of the association is the **SUNSET VALLEY HOMEOWNERS ASSOCIATION** and Hereinafter referred to as the association.

3. **Legal Status**

- 3.1 The Association is incorporated in terms of Section 29 of the Land Use Planning Ordinance No 15/1985.
- 3.2 The Association has legal personality, separate from its members and;

3.3 **Legal Persona and institution of action:**

It is recorded that this Association constitutes its own legal persona, quite separate and distinct from the members who constitute the Association. The Association shall be entitled to institute action out of any court, having jurisdiction for all or any of the obligations and duties imposed upon the members in terms hereof.

3.4 **Liability of members:**

An owner / member shall be liable for and pay all legal costs as between attorney and client, collection commission, expenses and charges incurred by the Home Owners Association in obtaining recovery of arrears levies or any other arrear amounts due and owing by such owner to the Home Owners Association or in enforcing compliance with this constitution.

3.5 The Association is incorporated not for profit, but for the benefit of its members;

3.6 No member shall have a claim to its Assets which shall vest in the Association, Controlled and managed by the Trustees in terms of the Constitution.

4. Objects

The main object for the Association is to promote and manage the communal interests of its Members and, include but are not limited to:-

4.1 Own, maintain and ensure the upkeep and control of the Common Area and Any improvements thereon, including all services within the Common Area As determined in the services agreement.

4.2 Ensure that all municipal services are supplied to the Estate.

4.3 Determine and enforce aesthetic and environmental standards and controls as Defined above.

5. Powers and Obligations of the Association

5.1 The Association shall have all such powers to do all things and perform all Such acts as are required and necessary to give effect to all the provisions and Stipulations of this Constitution. Without limiting the generality of the above, The Association is empowered to formulate and enforce rules and regulations And to:-

5.1.1. Determine and impose levies on all Members of the Association to meet all expenses of the Association, including Rates, taxes and service charges imposed by competent Authority.

5.1.2. Determine and impose fines on Members who are in default of

Any provision of this Constitution.

5.1.3. Prior to the registration of transfer of any erf by a member, the Association shall issue a certificate that all levies in respect of that erf have been duly paid and or secured and that it is satisfied that such member has complied with all its conditions for alienation and of membership as determined in this Constitution.

5.1.4. The financial and administrative management of the Association affairs shall vest in the Committee.

6. Levies

6.1. The Association shall from time to time, determine and impose levies upon Members to meet all expenses in respect of:-

6.1.1 The repair, upkeep, control, management and administration of the Development and of those portions of the Development for which individual Homeowners are not personally liable; the common area, private roads and street lighting.

6.1.2. The management and administration of the Association and its Affairs.

6.2. In calculating the amount of the levies, the Committee shall take into account

6.2.1 The income (if any) earned by the Association;

6.2.2 Municipal taxes, rates, taxes, service charges and levies payable To the Council in accordance with the applicable legislation;

6.2.3. The estimated amount which shall be required by the Association to meet the expenses during each financial year;

6.2.4. Any estimated deficiency (if any) from the preceding financial Year, and determine, as near as possible in the circumstances, A levy upon members to such estimated amounts.

6.2.5. The Committee may in determination of levies for any particular

Financial year include an amount to be held in reserve to meet
Any anticipated future expenditure of a non recurring nature.

- 6.2.6. HOMEOWNERS are responsible for the levy to be paid on the
1st of every month by means of a stop order / debit order.
- 6.2.7. Homeowners who own undeveloped erven shall pay levies.
- 6.2.8. Should an owner be handed over, the recovery of legal costs is on an attorney
and client scale, and collection commission is applicable in the event of
action being instituted for recovery of arrear levies from defaulting owners.
- 6.2.9. Levy payment procedure as per addendum. This may vary from time to time
and owners will be given update.
- 6.2.10 A Managing Agent will be responsible to collect monthly levies.
The current bank account details are as follows
Merville Property Administrators Trust
FIRST NATIONAL
52121292991
SOUTHERNWOOD
210-221
Reference 1380/SVH/ insert your unit number

7. **Membership and Voting Rights**

- 7.1. Membership of the Association shall consist of owners of individual erven.
If an erf is owned by a company or closed corporation or a trust, a duly
Authorised, by resolution, individual shall be regarded to act on behalf of the
Company, closed corporation or trust.
- 7.2. Members shall have 1 (one) voting right per individual erven he/she own/s if in
compliance.
- 7.3. Members voting rights and other benefits and privileges shall be suspended
If he, she or it breaches and or contravenes any provisions of this Constitution.
Such suspension shall remain in force during the period of such breach or if
the contravention continues and or persists.

7.4. A Member's suspension shall not derogate from or in any way limit the Associations powers and rights to rectify such breach or contravention and to Recover its expenses and costs from such member who is in breach of or Contravenes the provisions of this Constitution.

8. Committee Members

8.1. There shall be not more than 5 (five) Committee Members.

8.2. All Committee Members shall be natural persons, and shall be registered owners or Proxies.

8.3. A Committee Members, by accepting his appointment to office, shall be deemed to have Agreed to be bound by all the provisions of the Constitution.

8.4. The Committee shall appoint one of their Committee Members to act as Chairperson and Secretary for such term as they think fit, but not for longer than such person's Tenure as a Committee Member.

9. Removal and Rotation of Committee Members:

9.1. A Committee Member shall hold office from the date of his appointment to office until the Next Annual General Meeting following his appointment, at which meeting

Each Committee Member shall be deemed to have retired from office. All Committee Members will be eligible for re-election to the Committee Board at such meeting.

9.2. A Committee Member shall be disqualified to hold office and deemed to have vacated his Office as such should:-

9.2.1. He be disqualified to act as a director in terms of the provisions Of the Companies Act;

9.2.2. He be removed from office in terms of Section 220 of the Companies Act;

- 9.2.3. His estate be sequestrated, whether provisionally or finally;
- 9.2.4 He commits any act of insolvency;
- 9.2.5. He be convicted for any offence involving dishonesty or any other serious criminal offence;
- 9.2.6. He becomes of unsound mind or be declared a lunatic;
- 9.2.7. He resigns from office in writing;
- 9.3. Anything done in good faith by a person, who is disqualified to act as a Committee Member, shall be valid until his disqualification as Committee Member has been recorded In the minute book of the Association.
- 9.4. Any vacancy occurring in the Committee Board prior to the next Annual General Meeting shall be filled by a person nominated by the remaining Committee Members.

10. Committee expenses and remuneration:

- 10.1 Committee Members shall be entitled to be repaid al reasonable and *bonafide* expenses by Them in or about performances of their duties as Committee Members as may be approved by the Committee Board.
- 10.2. Committee Members shall be entitled to remuneration in respect of the performance of their duties as determined by the Association in a General Meeting.

11. Powers and Duties of Committee Members:

- 11.1. Subject to the express provision of this Constitution, the Committee Members shall manage and control the business and affairs of the Association, and shall have full Powers in the management and direction of its business and affairs including The right;
 - 11.1.1. To appoint and dismiss any managing agent;

- 11.1.2. To exercise all such powers of the Association and do all such acts on Behalf of the Association as may be excised and done by the Association and as are not by this Constitution required to be Exercised or done by the Association in General meeting.
- 11.2. The Committee Member shall cause such accounting records as are prescribed by Section 284 of the Companies Act to be kept. Proper accounting records shall fairly Represent the state of affairs and business of the Association and to explain The transactions and financial position of the trade or business of the Association.
- 11.2.1 The accounting records shall be kept at the registered office of the Association or at such other place or places as the Committee Members think fit, and shall always be open to inspection by the Committee Members.
- 11.2.2. The Committee Members shall from time to time determine at what times And places the accounting records of the Association or any of Them shall be open to inspection by members not being Committee Members.
- 11.2.3. The Committee shall from time to time in accordance with Sections 286 and 288 of the Companies Act, cause to be Prepared and laid before the Association in general meeting Such financial statements as are referred to in those sections.
- 11.2.4 A copy of the annual financial statements which are to be laid Before the Association in Annual General Meeting shall, not Less than 21 (twenty one) days before the meeting, be sent To every member of the Association.
- 11.3. Save as specifically provided in this Constitution, the Committee shall at all Times have the right to engage on behalf of the Association the services of Accountants, auditors, attorneys, architects, engineers, town planners, Managing agents or any other professional firm or person or other employees Whatsoever for any reason deemed necessary by the Committee on such terms as The Committee shall decide.
- 11.4 The Committee shall further have the right and power:-

11.4.1. To enforce the provisions of this Constitution, more particularly
That the Aesthetic and Environmental Standards and Controls
And the Architectural Guidelines and Controls and all rules
Enacted in terms of the Constitution are complied with.

11.5. The Committee shall have the right to vary, cancel or modify their decisions
And resolutions from time to time.

12. Proceedings of Committee Meetings:

12.1. The Committee may meet together for the dispatch of business, adjourn and
otherwise regulate their meetings as they think fit, subject to any provisions
of these articles.

12.2. The quorum necessary for the holding of all meetings of the trustees shall be 3
(three) Committee Members present personally. If no quorum is present
within 15 minutes after the time for commencement of the meeting, then it shall
stand adjourned for 7 days and those Committee Members present at the
adjourned meeting shall constitute a quorum.

12.3. Any resolution of the Committee shall be carried by a simple majority of all votes
cast. In the case of an equality of votes for and against a resolution,
the chairman of the Committee shall have a second or casting vote.

12.4. The Committee shall cause minutes to be kept of every Committee Meeting, which
minutes shall without undue delay after the meeting has closed, be reduced
to writing and certified correct by the chairman. All minutes of
Committee Meetings shall after certification, be placed in a
Committee Member minute book to be kept in accordance with the provisions of
the laws relating to the keeping of minutes of meetings of directors of
companies. The Committee minute book shall be open for inspection at all
reasonable times by an Committee Members, the auditors, the members and
management agent.

12.5. A resolution signed by all the Committee Members shall be valid in all respects as if
it had been duly passed at a meeting of the Committee.

13. General Meetings of the Association

13.1. The Association shall within 4 months after the end of the financial year hold a general meeting as its annual general meeting in addition to any other general meeting during the year, and shall specify the meeting as such in the notices in terms of section 179 of the Companies Act.

13.2. Such Annual General meeting shall be held at such time and place as the Committee shall decide from time to time.

13.3. All meetings of the members other than Annual General meetings shall be called a Special General meeting.

13.4. The Committee may, whenever they think fit, convene a Special General meeting.

14. Notices to meetings

14.1. An Annual General meeting and a meeting called for the passing of a special resolution shall be called by not less than 14 clear days notice in writing and any other general meeting shall be called by not less than 14 clear days notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any as may be prescribed by the Association in general meeting, to such persons as are, under these articles, entitled to receive such notices from the Association, provided that a meeting of the Association shall notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by not less than 51% of the members having a right to attend and vote at the meeting.

14.2. The Annual General meeting shall deal with and dispose of all matters prescribed by the Companies Act, the consideration of the annual financial statement, the election of Committee, the noting of the levies for the financial year during which such annual general meeting takes place, the appointment of an auditor and may deal with any other business laid before it.

15. Quorum

No business shall be transacted at a Special General meeting unless a quorum is present both when the meeting proceeds to business and when any resolution is to be passed. Save as herein otherwise provided that the members present at such meeting shall represent at least 33% of the voting rights of the Association, shall constitute a quorum.

It within 15 minutes after the time appointed for the commencement of a Special General meeting or within such extended period as the chairman of the board may allow, a quorum is not present, the meeting shall stand adjourned to the same place at the same time on the same of the next week or to such other place, time and day as the Chairman may determine. If a quorum is not present at such adjourned meeting, the members present shall constitute a quorum.

16. Voting

16.1. Member shall be entitled to vote only on the matters raised at every general meeting.

16.2. Each owner of an erven is entitled to one vote per erven registered in his name if in compliance.

16.2.1. Save as expressly provided for in this constitution, no person other than a member and who shall have every levy and other sum which shall be due and payable to the Association in respect of or arising out of his membership and who is not suspended, shall be entitled to be present or to vote on a question.

16.2.2. Voting at Special General meetings shall take place by way of a show of hands unless on or before the declaration of the result the show of hands a poll is demanded according to law.

17. Services of Notices

17.1. Notices may be given by the Association to any member either personally, or by sending it by post in a prepaid letter addressed to such member at his registered address or at the address within the Republic of South African supplied by him to the Association for the giving of notices to him.

17.2. Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted, and in proving the giving of the notice by post, it shall be sufficient proof that the letter containing the notice was properly addressed and posted.

18. Disputes

18.1. Any dispute arising out of or in connection with this Constitution shall be resolved by arbitration in terms of this clause, except when an interdict is sought for urgent relief which may be obtained from a court of competent jurisdiction.

18.2. The arbitration proceedings shall be held on an informal basis, as expeditiously as possible, subject only to the due observance of the principles of natural justice.

18.3. Each part to the dispute shall be entitled to be represented at such arbitration proceedings by legal representatives and or any other expert or specialist.

18.4. The arbitrator shall determine the form of the proceedings.

18.5. The arbitrator shall be a suitably qualified person agreed between the parties or if they are unable to agree within a period of 10 days of either party having notice to the other proposing an appointee or alternative appointees, then a person shall be nominated by the President for the time being of Law Society of the Cape of Good Hope.

18.6. The decision of the arbitrator shall be final and binding upon all parties and capable of being made an order of court on application by any of them.

18.7. The costs of and incidental to any such arbitration proceedings shall be in the discretion of the arbitrator who shall be entitled to direct that they shall be

taxed as between "Party and Party" or an between "Attorney and Client".

19. Amendments of the Constitution / Conduct Rules / Architectural Guidelines:

The provisions of this Constitution may only be amended by Special resolution passed by at least 60 % of members eligible to vote.

The notice of such meeting shall set out in specific terms the proposed amendment of the Constitution, provided that no condition imposed by the Local Authority and any right conferred on the registered owners shall be capable of being amended without the written consent of the Local Authority.

Architectural Guidelines / Annexure A:

The provisions of the Architectural Guidelines may only be amended by Unanimous resolution passed by the Committee.

Amendments to the Conduct Rules / Annexure B:

The provisions of the Conduct Rules may only be amended by Unanimous resolution passed by the Committee.

20. Domicilium Citandi Et Executandi

20.1. The Committee shall from time to time determine the address constituting the domicilium citandi et executandi of the Association, subject to the following:

20.1.1. Such address shall be situated in the Magisterial District of East London and shall be the address of the Chairman or other resident Trustee duly appointed at a General Meeting, or the administrative office of the Association.

20.1.2. The Committee shall give notice to all Members of any change of such address.

20.2. The domicilium citandi et executandi of each Member shall be the street address of the Erf Registered in his name; provided that he shall be entitled from time to time to change the said domicilium but that any new

domicilium selected shall be in the Republic, and that the change shall only be effective on receipt of written notice thereof by the Association at its domicilium.

ADDENDUM

Credit control procedure

(These procedures may be changed from time to time by the managing agent and Committee Members)

1. Levies must be paid monthly in advance on or before the first day of each month.
2. Statements are e-mailed monthly and can be viewed on the web site.
3. The owner will be sent a reminder letter
4. Owners who have not settled their levies in full by the 7th working day of any month will be sent a reminder statement .
5. Owners who have not settled their account in full by the date stipulated in the Final Demand will be handed over for legal collection without further notice – the administrative fee being added to their account monthly until all handed over and current account amounts have been fully paid.
6. Owners are reminded that the committee reserves the right to charge penalties and/or accumulative interest on late payments and overdue accounts, which penalties and/or accumulative interest may be adjusted from time to time.

ANNEXURE A:

ARCHITECTURAL GUIDELINES:

- 1 All building work to be done by a NHBRC registered building contractor.
- 2 Houses needs to be completed within 24 months as from date of signing the Deed of Sale.
- 3 All designs need to comply with the architectural theme of the complex.
- 4 Specifications:
 - 4.1 Exterior paint – Dulux Weatherguard Ultra Tex Textured Paint Finish
Colour – Stone ware
 - 4.2 Roof tiles – Lafarge Double Roman Profile (Architone Range)
Colour – Autumn

- 4.4 Outside doors – Timber or Aluminium
Colour – Brown
- 5 Windows – Aluminium
Colour – Brown
- 6 Paving – Inca Cement Pavers
Colour – grey
7. Decks – All decks should be sound of structure and varnished dark brown
(Woodoc – Iboya)
8. Buildings and additions to property must be approved by the architect, local authority as well as the Committee.
9. **Building contractors:**
- 9.1 All new contractors are to be approved by the Committee
- 9.2 Completion of buildings. Refer to above-mentioned.
- 9.3 R10 000.00 provisional refundable pavement deposit will be payable, by the homeowner, before commencement of building can begin. Should there be any damage to the existing pavements or entrance gate, the cost of the repairs will be deducted from this deposit.
- 9.4 The deposits will be paid in at the office of the Managing Agent, as they handle the administration of Sunset Valley.
- 9.5 Working hours are from 7am to 5 pm weekdays, and no later than 2pm on Saturdays. No building contractors or their staff, are to work on site on Sundays and public holidays.
- 9.6 Fines will be issued for non-compliance and be deducted from the deposit.
- 9.7 Contractors must be notified of these rules and regulations.
- 9.8 A black refuse bin is to be provided, by the homeowner, for the contractors to use during construction. Waste and rubble must be removed by the Home Owner

and area neatly cleaned, failure to comply will result in an immediate fine being imposed.

ANNEXURE B:

CONDUCT RULES

All residents shall ensure that their respective activities on and uses of the property or any part thereof with all its services, facilities and amenities shall at all times be conducted and

carried out with reasonable and diligent care and with due and proper consideration for other residents and for any occupant of any portion of the development, and in accordance with these regulations.

These regulations shall likewise apply to guests and servants of residents while they are on the property.

No member shall allow any visitors to the site or to the development unless such persons are members of his family or bona fide friends.

These rules and regulations including any variation or amendments thereof shall apply to the homeowners' family, bona fide friends or tenants and the homeowner undertakes to ensure that such person (s) shall not contravene these development rules and regulations and shall abide with each and every term thereof.

1. 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 licensed 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 two (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-rules (1.2) and (1.3).

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 Conduct Rule 26(1).

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.

2. 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 authorised 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.

3. 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 water craft 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.
- 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 body corporate 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) Tenants are not allowed access to remote controls for the entrance gate. Tenants must make use of the G-Switch system for gate access and must ensure their cell phone 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 kilometres per hour on any portion of the common property.
- 3.16) Notwithstanding the provisions of sub-rule (1), 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.

4. 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-defence 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.

5. IMMORAL BEHAVIOUR

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

6. GARDENS AND LAWNS

- 6.1) Owners, lessees and occupants may not plant anything on the common property or remove / damage any plants on then common property without the written approval of the Trustees. **Owners should ensure their gardens and lawns are kept neat and tidy.**

7. BRAAI FACILITIES

- 7.1) An owner or occupier of a section must apply to the trustees to build a braai on their yard. No owner or occupier allowed to braai on any common areas or close to the flats.

8. LAUNDRY

- 8.1) An owner, lessee or occupant of a section shall not, erect his or her own washing lines without approval of the trustees, 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. Owners should maintain their own wash lines.
- 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 not hang his or her washing or laundry on a drying-rack that it is visible from outside the building.
- 8.5) Washing hung out to dry in designated areas is at the sole risk of the person doing so.
- 8.6) 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.

9. LANGUAGE

- 9.1) 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.

10. LITTERING

- 10.1) Subject to Conduct Rule (21), 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.

11. 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 must be reported to the Trustees or managing agent immediately.
- 11.2) Occupants damaging, disfiguring or untying the common property, will be responsible for the repair or cost of 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.

12. 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, except in designated areas.

13. 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, etceteras.

Should children cause any damages to any areas note that the repairs will be billed to the owners account.

14. APPEARANCE FROM OUTSIDE

14.1) 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.

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) 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.

14.4) 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.

15. SIGNS AND NOTICES

15.1) 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.

15.2) 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 body corporate or the trustees as a result of their functions performed in terms of this provision.

16. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

16.1) 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.

16.2) 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.

16.3) 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.

16.4) An owner shall notify the trustees or managing agent in writing with 14 (fourteen) days 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.

16.5) No owner of a section shall allow more persons to occupy a residential section, than as set out below:

16.5.1) 4 (four) persons in a two-bedroom residential section.

16.5.2) 6 (six) persons in a three bedroom residential section.

16.6) 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.

17. SECURITY, SAFETY AND RISK

17.1) 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:

17.1.1) Handle their access controls responsibly and must report any loss of an access control to the trustees;

17.1.2) Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed;

17.1.3) Ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons;

17.1.4) Comply with any security measures and Directives imposed from time to time by the Trustees;

17.2) 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 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.

17.3) 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.

17.4) 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.

18. DOMESTIC SERVANTS

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

19. EMPLOYEES APPOINTED BY THE ASSOCIATION OF SUNSET VALLEY

- 19.1) Owners, lessees and occupants of sections may not request sunset valley employees to perform tasks for them during their work hours.
- 19.2) Owners, lessees and occupants of sections may not interfere with employees in the performance of their duties as allocated to them by the trustees, but must give their full co-operation to such employees.
- 19.3) 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 no cause a nuisance on the common property
 - * Do no 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

20. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 20.1) 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 body corporate on any insurance policy.
- 20.2) No owner, lessee or occupant of a section shall make use of any open fires, gas – or electrically any other braai devices to braai on their balconies or on the common property.

21. REFUSE DISPOSAL

- 21.1) An owner, lessee or occupant of a section shall:
- 21.1.1) 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.
- 21.1.2) Ensure in case of tins or other containers, that they are completely drained, before being deposited into a black refuse bag.
- 21.1.3) 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.

21.2) 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.

21.3) 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 or public holidays.

22. RELAXATION OF RULES

22.1) 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.

23. CORRESPONDENCE AND COMPLAINTS

23.1) All complaints and suggestions are to be put in writing, dated and handed to the trustees or the managing agent.

23.2) All correspondence relating to the Association including the minutes of meetings, financial reports, management reports and conduct rules are available from the Merville Properties web site.

23.3) Please notify the managing agent in writing of any changes of address and contact details.

24. CONTRAVENTION OF RULES

24.1) Should Conduct Rule (1) be contravened, the trustees may:

24.1.1) 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

24.1.2) 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

24.1.3) Impose a fine in terms of Conduct Rule (25), or

24.1.4) Obtain an interdict, or

24.1.5) Impose more than one of the options mentioned.

24.2) Should Conduct Rule (3) be contravened, the trustees may:

24.2.1) Arrange for the vehicle to be clamped, at the risk and costs of the owner thereof and / or person in control of the vehicle.

24.2.2) Arrange for a clamped vehicle to be released subject to the payment of release fee,

24.2.3) Arrange for the vehicle to be removed at the risk and costs of the owner thereof and / or person in control of the vehicle;

24.2.4) Impose a fine / penalty in terms of Conduct Rule (25)

24.2.5) Obtain an interdict

24.2.6) Impose more than one of the options mentioned.

24.3) Should Conduct Rules (15), (16) or (17) be contravened, the trustees may:

24.3.1) Request an owner to remove such structure or object at his or her own cost.

24.3.2) 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 body corporate or its trustees, employees or contractors for any damage resulting there from.

24.3.3) impose a fine / penalty in terms of Conduct Rule (25);

24.3.4) Obtain an interdict,

24.3.5) Impose more than one of the options mentioned

24.4) Should any other Conduct Rule be contravened the trustees may:

24.4.1) Impose a fine in terms of Conduct Rule (26);

24.4.2) Obtain an interdict;

24.4.3) Impose more than one of the options mentioned.

25. IMPOSITION OF PENALTIES

25.1) 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:

0 **First Warning** -

An official letter of the transgression with the owner liable for the applicable administration fee;

1 **Second Warning** -

Fine equal to 50 % of a month's levy (applicable at the time) with the owner liable for the applicable administration fee;

2 **Third / Final Warning** -

Fine equal to one month's levy (applicable at the time) with the owner liable for the applicable administration fee;

0 Should more than three fines / offences be reported within any part of a year, fines imposed and legal action will be taken without any further notice.