

# **“Berg & Stroom” Sectional Title Scheme**

## **Portion 25 of the Farm Groothoek, 278KQ**

### **CONDUCT RULES**

(Section 35 (2) (b) of the Sectional Titles Act 95 of 1986)

#### **Legal status**

1. These Conduct Rules, the Architectural, Landscaping and Building Rules & Guidelines as well as the Environmental Management Plan that are found in separate documents, are enforceable in law and the registered owner of every unit as well as the registered owner of every real right of extension is responsible for ensuring that all members of his family, tenants, visitors, employees, contractors, sub-contractors, consultants and delivery persons also comply with these various sets of rules and guidelines.

#### **General conduct**

- 2.(1) In order to preserve and enhance the residential amenities and lifestyle within the development, all owners and residents shall at all times behave and conduct themselves in a considerate, reasonable and civilised manner, and shall in particular avoid causing inconvenience or nuisance to other owners. Owners, their families and residents shall not-
  - (a) Drive or walk uninvited onto other owners' drive ways, areas of exclusive use and sections.
  - (b) Leave children younger than the age of ten years old unaccompanied anywhere on the common property.
  - (c) Cause inappropriately loud noise through either high engine revolutions, faulty exhaust systems, car radios, radios, television sets, sound equipment, mowing the lawns or working with chainsaws and weed cutters over week-ends and public holidays, or through any other noisy hobby or activity.
  - (d) Remove or damage any of the landscaped or natural vegetation and rock boulders on the common property.
  - (e) Conduct or allow to conduct any business from his section including but not limited to accommodation, catering or tourism related enterprises.
- 2.(2) Owners shall complete all building construction and duly register their sectional titles and areas of exclusive use within the prescribed period of 36 months since date of first registration of their real right of extension.

#### **Payment for services and levy payments**

- 3.(1) Levies are payable in advance, on the 1<sup>st</sup> day of the month, and interest is payable on arrears. Levies may not be withheld for any reason whatsoever. Those who jointly own a property are liable for levies jointly and separately.
- 3.(2) Optional service charges will include monthly electricity consumption and may also include cleaning services, garden services, use of club house facilities and other optional services. The trustees or managing agent shall establish a charge list in respect of the optional services that are offered. The charges for optional services shall be market related. The trustees or managing agent shall be entitled to amend, add to or repeal such charge list or the optional services from time to time. The charges made to members for optional services they choose to use shall be charged to member's accounts monthly in arrears, based on their specific utilization of said services.
- 3.(3) The trustees or managing agent shall, however, be entitled to charge and hold a deposit for electricity consumption from each owner.
- 3.(4) All payments must be made to the body corporate, by debit order, by electronic transfer or by cheque to be crossed and marked “not transferable”.
- 3.(5) Any outstanding amounts owing to the body corporate shall bear interest at the prime lending rate at the time the payment is due.
- 3.(6) The trustees have the right to fine transgressors where any of the rules have been broken. Such fines will be invoiced with the monthly levy and be due and payable on due date of payment of the levy.
- 3.(7) A further penalty, to be determined from time to time, will be imposed on any accounts or fines unpaid after 60 days.

- 3.(8) In the event of default of payment of levies or fines the body corporate shall be entitled, in addition to any fines, to take further action as may be allowed by law to recover amounts owing to it.
- 3.(9) Any legal costs incurred by the body corporate in respect of any legal action against an owner for non-payment of any monies owing to the body corporate shall be recoverable from the owner on an attorney and own client scale.
- 3.(10) No clearance certificate for the sale of a property in the development shall be issued by the trustees if any amounts are owing to it by an owner.

### **Access, security and fences**

- 4.(1) This scheme is a private resort and access is therefore restricted to owners, their families, tenants, visitors, authorised consultants, authorised contractors, sub-contractors, as well as outside trustees or members of the aesthetic committee.
- 4.(2) Access will be controlled by means of security and access control measures implemented and prescribed by the trustees from time to time.
- 4.(3) Owners and residents are not allowed to employ or bring their own domestic and garden workers onto the scheme. House cleaning and garden services will be provided by employees employed by the body corporate.
- 4.(4) If an owner or resident needs to bring his own baby sitter, nanny or private nurse onto the scheme, he must first obtain the approval of the trustees.
- 4.(5) The scheme will not be protected by outside security fencing, only by a security gate and standard fencing.
- 4.(6) An owner will be allowed to install a security alarm system in his section provided that, in the event of the alarm being triggered, it will automatically fall silent again within three minutes.
- 4.(7) Owners will not be allowed to erect any fences or walls around their real right of extension areas, sections or around their areas of exclusive use. Refer to the architectural, landscaping and building rules and guidelines for exceptions to this rule.
- 4.(8) An owner or person authorised by him may install-
  - (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
  - (b) any screen or other device to prevent the entry of animals or insects;Provided that the aesthetic committee has first approved in writing the nature and design of the device and the manner of its installation and that it will be maintained by the owner.

### **Roads, traffic and vehicles**

- 5.(1) Owners must provide sufficient parking for themselves and their visitors within their own areas of exclusive use.
- 5.(2) Limited parking will be provided close to the communal recreational area and the club house. Parking of vehicles on the common property shall be in such designated parking areas. No owner or occupier shall park a vehicle anywhere else on the common property, or permit or allow any vehicle to be parked anywhere else on the common property, without the consent of the trustees.
- 5.(3) The trustees may cause to remove or tow away, at the risk and expense of the owner of the vehicle, any vehicle that is found abandoned on the common property or parked somewhere on the common property without the trustees' consent.
- 5.(4) Parking of vehicles on the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him may suffer in consequence of the vehicle having been parked on the common property.
- 5.(5) Owners and residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip fuel, oils, brake fluid or anti-freeze on to the common property or in any other way deface the common property.
- 5.(6) No owner or occupier shall be permitted to dismantle or do major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- 5.(7) The speed limit is 30 km/hour, and the appropriate regulations of the Limpopo Provincial Road Traffic Ordinance shall apply mutatis mutandis to all vehicles and drivers within the common property.

- 5.(8) Pedestrians and animals shall have the right of way at all places and at all times and vehicles shall be brought to a stop whenever necessary to enable such pedestrians or animals to enjoy such right of way.
- 5.(9) All persons driving vehicles anywhere on the common property, must have an approved driver's license.
- 5.(10) No vehicles will be allowed to drive anywhere else than on the designated road network. No vehicles may therefore drive off-road, or drive past any no-entrance signs or on service roads or on other owners' private access roads.
- 5.(11) The driving of quad bikes, motorcycles or go-carts are not permitted on the scheme.
- 5.(12) An owner, occupier, visitor, employee, contractor, contractor's sub-contractor or consultant may not park his trailer, caravan or boat on a real right of extension area. Once the section and real right of exclusive area have been registered, trailers, caravans and boats must be parked on the owner's area of exclusive use or section, concealed inside a garage or approved car port.

### **Access to and use of neighbouring land**

- 6. In the event of owners and residents obtaining access to neighbouring land, the management, conduct or estate rules of the owners of that land will be applicable. If there are no such rules in affect, the conduct rules as stipulated in this document shall apply mutatis mutandis on the neighbouring land.

### **Damage, alterations or additions to the common property**

- 7. An owner of a real right of extension or an owner or resident of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, remove, or alter any part of the common property, communal recreational areas, club house, communal chalets and all furniture, appliances, electronic equipment, cutlery, linen and other contents thereof.

### **Risk of using the common property and communal recreational areas**

- 8. The owners and residents acknowledge that there are dangerous elements like loose rocks, high cliffs, steep and deep gorges, dangerous water features, as well as dangerous animals, insects and snakes on the common property and in and around the communal recreational areas. The use of any and all communal amenities will be at risk of the owners and residents. The body corporate, its trustees or the managing agent accept no liability for any injuries or deaths resulting from injuries sustained on the common property or on the communal recreational areas.

### **Littering**

- 9.(1) Owners and residents shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, particularly glass, plastics and empty tins, but also including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 9.(2) Drinks, food and the containers that they are kept in may not be taken into rock pools or into the communal swimming pool.

### **Animals, reptiles, birds and insects**

- 10.(1) Owners and residents shall not keep any animal, reptile or bird in a real right of extension area, areas of exclusive use or on the common property.
- 10.(2) Owners and residents shall not kill, hunt, cull, capture, poison or shoot game, reptiles, birds or fish on a section, exclusive use area or anywhere on the common property.
- 10.(3) Owners and residents shall not erect or use *electro blitzers* or similar electrical equipment that attract and kill insects at night.

### **Eradication of pests**

- 11.(1) An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

## **Signs and notices**

12. No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.

## **Appearance from outside**

- 13.(1) The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 13.(2) The owner or occupier will be responsible for the maintenance and appearance of both the inside and outside of his section, including every structure and every improvement like splash pools, decks, boma's, gardens, etc. on his area of exclusive use.
- 13.(3) Temporary structures including but not limited to huts, tents, shade canopies, shade nets, green houses, pre-fabricated timber or steel structures or storerooms will not be permitted anywhere else than within the builders' designated building yards.
- 13.(4) An owner or occupier of a section shall not 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.

## **Refuse disposal**

14. An owner or occupier of a section shall-
- (a) maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees;
  - (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
  - (c) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
  - (d) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a).

## **Sewerage and effluent waste treatment**

15. Owners will install and maintain their own full-kit Lilliput sewerage and effluent waste treatment system at their own expense. The placement of the system must be approved prior to installation.

## **Gardens and splash pools**

- 16.(1) An owner may not remove any tree on his real right of extension area or his area of exclusive use unless he has received the approval of the trustees.
- 16.(2) An owner must leave the undeveloped portion of his real right of extension area in a totally natural state. Once registered, an owner can choose to still leave his area of exclusive use in a totally natural state, or he will be allowed to establish a garden within and not exceeding his area of exclusive use, provided that he shall then pay a service fee to the body corporate for the maintenance thereof.
- 16.(3) Owners and residents may only plant or keep endemic indigenous trees, shrubs, plants and grasses. The existing non-indigenous grass on both the recreational area as well as on the exclusive use area surrounding section no. 6 (unit 1) will remain.
- 16.(4) An owner or occupier shall not use any chemical fertilizers, chemical herbicides or chemical pesticides, except those required to eradicate the pests listed in 11.(1).
- 16.(5) Owners are not allowed to operate chlorinated splash pools.
- 16.(6) Splash pools must be covered or emptied when the owner or residents are absent.

## **Fire prevention, storage of inflammatory material and other dangerous acts**

- 17.(1) An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act on his real right of extension area, within his section, on his area of exclusive use or anywhere on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

- 17.(2) Each section must have at least one outside water tap which needs to be accessible and in working order at all times and which needs to be equipped with a hosepipe that will allow fire fighting around the entire section.

### **Letting of units**

- 18.(1) All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 18.(2) Should any owner let his property, he shall in writing advise the trustees in advance of occupation of the name of the lessee, and the period of such lease. The owner shall inform the lessee of all conduct rules and other rules, and bind the lessee, his family and his visitors to adhere to such rules.
- 18.(3) An owner is not allowed to advertise the intended lease of his unit and neither is he allowed to make use of any estate agent to let his unit.
- 18.(4) An owner may not allow his tenants to sub-let. Owners or occupiers may not let any unused rooms within their units.
- 18.(5) An owner may not let a real right of extension area.
- 18.(6) The registered owner of a unit remains ultimately responsible for the compliance to these rules.

### **Selling of units**

19. The following conditions will apply in the event of an owner selling his real right of extension or his unit:
- (a) He may only market and sell his real right of extension or his unit himself or through the exclusively mandated marketing consultant and through estate agents that are accredited with the marketing consultant.
  - (b) There will be, at any given time, only one standard Sales Agreement that needs to be used with any and every sales transaction within the development. This Sales Agreement must include the following clauses:
    - (i) The agreement is subject to the consent of the body corporate.
    - (ii) The seller acknowledges that ownership may not be transferred until the purchaser has agreed to become a member of the body corporate and agreed to be bound by its management and conduct rules and all other rules and regulations applicable to the entire development, for so long as he is the registered owner.
    - (iii) The seller shall not sell his real right of extension or his unit to any person who has not bound himself to become a member of the body corporate with effect from the date of registration of transfer of ownership into that person's name, nor shall the seller be entitled to transfer the unit unless and until he has received from the trustees a certificate stating that all amounts owing by the seller to the body corporate have been paid, and that the new purchaser has bound himself to conform and comply with the provisions of these clauses.
    - (iv) Whilst the purchaser is a member of the body corporate and with effect from the date of registration of ownership into his name, pay all fees, levies and/or special levies raised and charged by the body corporate.
    - (v) In the event of selling a real right of extension, the purchaser acknowledges that all building work on his property should be completed and that both the sectional title as well as the area of exclusive use should be duly registered at the deeds office within 36 months from the date of first registration of the real right of extension.
    - (vi) In the event of selling a real right of extension, the purchaser further acknowledges that there is a specific pre-designed and pre-approved building plan that was submitted in terms of Section 25(2) of The Sectional Titles Act 95 of 1986 that is applicable to the real right of extension and that cannot be deviated from. The seller shall disclose the architectural fees associated with the building plan separately from the value of the real right of extension and the seller acknowledges that ownership may not be transferred until the architectural fees have been paid in full.