

PANORAMA VIEW BODY CORPORATE

CONDUCT RULES

**Annexure 9-
[Section 35(2) (b) of the Sectional Title Act, 1986]**

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1. INTERPRETATION

1.1 In the interpretation of these rules, unless the context otherwise indicates:

The following definitions shall be read together with the definitions, etc. as contained in the Act.

- Body Corporate: Each owner of a unit is part of the Body Corporate of the complex PANORAMA VIEW
- Communal Property: Any part of the land of the complex PANORAMA VIEW
- That is not included in a Section and which includes such things as thoroughfares for vehicles and gardens.
- Exclusive use area: A part or parts of the communal property for the exclusive use of the owners or owner of one or more sections as contemplated in Section 27 and 27(A) of the Act.
- Land: The land that forms part of the complex PANORAMA VIEW as indicated on the Sectional Plan.
- Section: A section of the complex PANORAMA VIEW which is indicated on the Sectional Plan as such and belonging to the registered owner.
- Trustees: The controlling body of the complex PANORAMA VIEW as elected by the Body Corporate at the Annual General Meeting.

1.1.2 “Act” means the Sectional Title Act, 1986, (Act 95 of 1986) as amended from time to time and any regulations made in force there under;

1.1.3 “Trustee” includes and alternate Trustee;

1.2 Any reference to the singular includes the plural and *vice versa*;

1.3 Any reference to natural persons includes legal persons and *vice versa*;

1.4 Any reference to gender includes the other genders.

1.5 The clause headings in these Rules have been inserted for convenience only and shall not be taken into account in its interpretation.

1.6 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

1.7 If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.

2. PREAMBLE

- These rules have been drawn up with a view to ensure orderly, pleasant and congenial living conditions and surroundings for all the residents and the protection of the collective interests of Panorama View.
- These rules may be added to, amended or repealed by a Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the addition, amendment or revocation has been registered in the Deeds Office in terms of section 35 (5) of the Sectional Titles Act hereinafter referred to as the “Act”.
- In terms of section 39 of the Act, all functions and duties of the Body Corporate are performed by the Trustees subject to any restriction imposed or directions given at a General Meeting of owners of sections.
- The reference to BODY CORPORATE / TRUSTEES in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instructions of the Board of Trustees.
- In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate on sub-committees to assist them.

3. USE OF SECTIONS

3.1 RULES

The communal property of the complex Panorama View shall jointly belong to all the owners of units in the said complex and it is the duty of each owner/resident to protect any part of the communal property as if it were their own private property.

3.2 VISITORS/GUESTS

All the following rules shall apply ipso facto to visitors/guests of the owners/residents as well as to any person entering the property belonging to the complex Panorama View and it is the responsibility of the owner/resident to see to it that their visitors/guests and other persons adhere to and obey the rules.

3.3 ENTRY BY THIRD PARTY

In the interest of security, visitors will be required to sign the visitor's register at the Security. Security should also be advised of any contractors who will be working in the units.

3.4 PROPRIETARY RIGHTS TO CONDUCT RULES

These Rules are and remain the property of the Body Corporate and shall remain in the section when it is vacated.

Should a set of Rules be lost, the Body Corporate may charge a reasonable fee for its replacement

3.5 The use of a section is for residential purposes only and the owner shall not use or permit his section to be used for any other purposes.

3.6 No business, profession or trade may be conducted in any section unless it is specifically permitted in the Sectional Title Scheme and unless the consent of the Trustees has been obtained in writing.

3.7 The Trustees may, in their sole discretion, revoke such consent at any time, in which case the business activity concerned shall cease at such time as the Trustees require.

4. INSURANCE PREMIUM

An owner or occupant shall not do or permit in his section or on the common property anything which will or may increase the rate of premium payable by the Body Corporate on any insurance policy.

5. DOMICILIUM CITANDI ET EXECUTANDI AND REGISTER OF OWNERS

- A. The attention of all owners is also especially drawn to rule 3 of the Management Rules.
- B. It is the duty of the Owners to notify the Trustees forthwith of any change of ownership in his / her section and of any mortgage or other dealing in connection with his / her section as specified in section 44 (1) (f) of the Act.
- C. The Trustees are charged with maintaining a Register of Owners and Registered Mortgagees of sections and of all other persons who have a real right, together with their addresses, after receiving the information from the owners.

6. ANIMALS, REPTILES AND BIRDS

6.1 An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonable be withheld, keep any animal, reptile or bird in a section or on the common property.

6.2 As of 7th April 2005 AGM, Panorama View was declared unsuited to keeping dogs and cats on the premises. Therefore, no further approvals will be given by the trustees to applicants in this regard. The approvals that have already been granted will remain valid but no replacement of these pets will be allowed.

6.3 All current pets that are in the complex have to have collars/tags put on them by 31 Dec 2008.

6.4 When granting such approval, the trustees may prescribe any reasonable condition.

6.5 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule 2.

6.5.1 Owners will be held liable for any damage caused by their pets

6.5.2 Complaints regarding pets should be written in the complaints book. After the third legitimate complaint of the same nature, and an owner has not, in the opinion of the trustees made an effort to rectify the situation, the pet will be removed from the premises at the owner's cost.

7. REFUSE DISPOSAL

7.1 An owner or occupier of a section shall –

7.1.1 Maintain in a 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 in writing;

7.1.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

7.1.3 For the purpose of having the refuse collected, place such receptacle within the area and at the designated times designated by the trustees;

7.1.4 When the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a).

7.2 Children may not play in the refuse area.

7.3 Refuse is to be put into plastic bags before placing in the bins.

7.4 Rubbish may not be handled contrary to the regulations of the local municipal authority, e.g. broken glass must be wrapped in a double layer of newspaper before being disposed of. Cardboard boxes must be torn up before being placed in the waste bins as the municipality will not remove unbroken boxes

7.5 Littering on the Common Property or on the property of others is strictly prohibited.

7.6 Residents shall ensure that contractors attending to maintenance or improvements to their section on their behalf do no litter on the Communal Property.

7.7 Persons leaving rubbish on any part of the Communal Property or public areas surrounding the property are liable to prosecution under the Municipal Health Regulations.

7.8 No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drain pipes. Residents shall be responsible for clearing blocked drains in their sections.

7.9 If waste recycling disposal bins are made available, residents are to sort their garbage into the various category

8. MOTOR VEHICLES

No resident/visitor may park or leave, or allow a vehicle to be parked on the communal property or in the thoroughfare(s) for vehicles. Only designated parking areas may be used.

A. The Trustees reserve the right in terms of Annexure 9, Code of Conduct, Sec 35(2) (b) of the Sectional Title Act – Government Gazette 8 April 1989, to have a vehicle that is parked on an unauthorized area towed away, at the cost and risk to the owner of the vehicle.

B. No motor wrecks may be kept on the Communal Property or on the sidewalks.

C. Any damage caused as a result of unauthorized parking will be for the owner of the vehicle and no liability is accepted for any damage caused whilst a vehicle is parked in an unauthorized area or towed away from an unauthorized area.

D. Parking of vehicles in entrances to the Communal Property or in areas giving access to garages and causing obstruction by doing so is strictly forbidden, Vehicles so parked may be towed away from an unauthorized area.

- F. Vehicles may only be washed in designated parking bays. These areas shall be left clean and tidy. Rubbish removed from the vehicles such as cigarette stubs etc., must be deposited in a rubbish bin.
 - G. Parking bays shall be kept clean and tidy.
 - I. Parking Bays are to be used for storage of vehicles only. Garages may not be used as storerooms or as domestic workers' sleeping quarters.
- 8.1 The motor vehicles of owners / occupants shall be parked in the carports for the exclusive use of that section or in specified parking areas and shall not be parked on the common property at any given time i.e driveways, yellow lines and gardens.
 - 8.2 Additional motor vehicles of occupants and visitors may be parked only in such demarcated areas, e.g: uncovered parking bays.
 - 8.3 The Trustees may consent, subject to such conditions as they in their absolute discretion may impose.
 - 8.4 Any consent granted in terms of 8.3 above is revocable by the Trustees at any time and in their absolute discretion.
 - 8.5 No owner or occupier shall park or stand and vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
 - 8.6 The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle and without any liability for any damages claim, any vehicle parked, standing or abandoned on the common property without the trustees' consent. Over and above the above costs incurred, a fine of R500 will be issued to the owner.
 - 8.7 The foregoing shall apply notwithstanding that the vehicle towed away is owned or driven by a visitor of the owner concerned.
 - 8.8 Vehicles may not be left idling unattended at any time of day.
 - 8.9 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property.
 - 8.10 No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
 - 8.11 Every unit has been allocated one covered parking bay, which has been numbered according to the unit numbers. No parking in any other numbered bay will be allowed.
 - 8.12 No vehicles, motorbikes or trailers to park on the lawn under any circumstances.
 - 8.13 No trucks allowed without prior arrangement with the Trustees
 - 8.14 No vehicle may exceed the speed limit of 15km/h.
- 9. GARDENING / SECURITY**
- 9.1 No gardening on the Common Property shall be done by any person unless such person is authorized thereto in writing by the Trustees.
 - 9.2 No plants are to be removed or damaged.
 - 9.3 The Trustees shall coordinate all gardening on the Communal Property and private gardens.
- 10. SUPERVISION OF CHILDREN / LIABILITY**
- 10.1 Occupants shall properly advise their children that no provision of these rules is infringed by such children, and that no damage or nuisance is cause to any occupants, to the property of any occupant or to the Common Property or an unoccupied unit.

- 10.2 In particular, and without affecting the generality of the foregoing, children shall not damage, deface or interfere with the plants, decorations, signs, nameplates, fire hoses and fire hose reels, exterior lighting, pool gate, pool equipment, shall not enter an unoccupied unit, climb onto any roof of units or complex perimeter walls pool perimeter walls.
- 10.3 The Body Corporate accepts no responsibility for any injuries, damage or death caused to any person or property etc., etc.
- 10.4 Parents are responsible for the safety of their children on the common property. For their own safety, children should not play on the driveways.
- 10.5 Residents and visitors' children shall be controlled and supervised in order to avoid damage to the Communal Property and inconvenience and distress to other occupants.
- 10.6 Residents must ensure that their children do not tamper with electrical switches, taps, post boxes, name plates, trees, plants, adornments and other fittings including garden items.
- 10.7 Ball games shall not be permitted on the Communal Property.
- 10.8 Children are not allowed to play near or around motorcars parked on the Communal Property.
- 10.9 Skating or the use of skateboards on the Communal Property is strictly prohibited.
- 10.10 When playing on the Communal Property, children may not damage the plants or flowers.
- 10.11 No BB guns, ketties, slingshots or pellet guns are allowed to be used in the complex.

11. ENTERTAINMENT

- 11.1 The pool and surrounding areas enclosed are for the exclusive use of occupants.
- 11.2 Guests must be accompanied by any occupants while using these facilities.
- 11.3 Discretion must be used by occupants with respect to the number of guests to avoid monopolizing the pool area.
- 11.4 The Trustees reserve the right to reasonably restrict the use of facilities by visitors.
- 11.5 Common courtesy and regard for the rights of others are essential for the full enjoyment of these facilities.
- 11.6 Occupants are responsible for the behaviour of their guests and their children.
- 11.7 It is expected that everyone will use common sense regarding water safety and cleanliness.
- 11.8 No bottles, glasses or other glass objects of any kind are permitted in the pool.
- 11.9 The "creepy crawly" is to stay in the pool at all times, unless otherwise arranged with a trustee who shall remove it and replace it.
- 11.10 The filter box is completely off limits
- 11.11 All parties in the pool area must be booked with guard on duty, so that any damages can be charged to that individual.
- 11.12 The facilities are to be cleaned up immediately after the party and left in the same condition as before. Bookings may not exceed five hours duration.
- 11.13 No stones, toys or any other objects are to be thrown into the pool area.
- 11.14 No bicycles, tricycles or go-carts, skateboards, roller-skates, etc., are permitted in the pool area.
- 11.15 Undue loud noise generated by sound producing devises is not permitted in the pool area.

- 11.16 No rough or dangerous games, (jumping off roofs) or games that interfere with any occupant's enjoyment of the pool area are permitted.
- 11.17 No private functions may be held in the swimming pool area, without permission of Trustees.
- 11.18 Tampering with the pool pump and equipment is not permitted.
- 11.19 Without restricting the generality of this clause 10, litter shall not be deposited in the swimming pool, or in the swimming pool area.
- 11.20 If any occupant infringes this rule, such occupant will be held accountable.
- 11.21 **All persons using the swimming pool do so at their own risk and the Body Corporate accepts no responsibility and shall not be liable for any damage or injury or death suffered by any person from whatsoever cause and howsoever arising.**
- 11.22 The jungle gym and other children's play equipment can only be used by the children under 10 years of age.

12. OWNERS / OCCUPANTS EMPLOYEES

The attention of owners and residents of sections is especially drawn to rule 68 of the Management Rules contained in the regulations of the Act (Duties of owners and occupiers of sections) and more specifically section 44 of the Act (Duties of owners).

- 12.1 Occupants shall ensure that their employees comply with the provisions of these rules.
- 12.2 Employees may not sell alcohol, be in possession of alcohol or be drunk on the property.
- 12.3 Employees working on the property are not allowed to receive visitors.

13. BUSINESS AND OTHER ACTIVITIES

- A. No business, profession or trade may be conducted on the Communal Property or in any section without the approval of the Body Corporate.
- B. No auctions or jumble sales may be held on the Communal Property or in any section without the prior written permission of the Trustees.
- C. Hobbies causing a disturbance or nuisance are prohibited.

14. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 14.1 An owner or occupier 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.
- 14.2 Notwithstanding sub-rule (1), an owner or person authorised by him may install:-any locking device, safety gate, burglar bars or other safety devices for the protection of his section or any screen or any other device to prevent the entry of animals or insects provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.

15. APPEARANCE FROM THE OUTSIDE

EXTERIOR OF BUILDINGS

- 15.1 Subject to Rules No 9.1, 9.2 and 9.3 no alterations, additions or decorations to the exterior of the sections, (including but not limited to radio/television aerials and satellite dishes), or exclusive use areas or to any other portion of the common property may be made without the prior written consent of the Trustees. Alterations shall be deemed to include, but shall not be limited to all types of aerials, and satellite dishes. The Trustees may impose any conditions on the granting of consent.
- 15.2 Should there in the opinion of the Trustees be a possibility that an alteration or addition may effect the strength of the structure or any servitude or implied servitude as defined in Section 28 of the Sectional Titles Act, 1986 the Trustees are entitled to insist that a certificate signed by a practicing civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude be furnished before granting their consent to such alteration or addition.

- 15.3 Request for any consent as contemplated in terms of Rule 10 shall be made in writing to the Trustees and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, color, and location of the proposed alteration, addition or decoration.
- 15.4 An owner or occupier of a section shall be obliged to maintain all alterations, additions, and/or decorations made by him to the exterior of his section in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 15.5 If an owner or occupier of a section fails to comply with the provision of Rule 10.3 and such failure persists for a period of 30 days after written notice to repair or maintain given by the Trustees or the Managing Agents, the body corporate shall be entitled to remedy the owners failure in question in such manner as it deems fit and to recover the cost of so doing from such owner.
- 15.6 Notwithstanding any approval granted by the Trustees, no alteration, addition or decoration to the exterior of a section may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of owner or occupier of the section concerned to obtain any such necessary permit or approvals.
- 15.7 Should any alteration, addition or decoration require additional work to be performed or obstruct any employee or agent of the body corporate in performing any work or services on the common property the owner or occupier concerned shall be liable for any additional costs incurred by the body corporate in the performance of such work.
- 15.8 The owner or occupier of a section shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 15.9 Air-conditioning units shall not be installed in a section unless approved by the Trustees.
- 15.10 No obstruction shall be placed on walkways or any portion of the Communal Property.

16. INTERIOR OF SECTIONS

- 16.1 No structural alterations to the interior of a section which may affect the strength of the structure or any servitude or implied servitude as defined in Section 28 of the Sectional Titles Act, 1986 including any alterations to plumbing and electrical installations may be carried out without the prior written consent of the Trustees and the approval of the local authority. The trustees shall be entitled to insist that a certificate signed by a practicing civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude be produced before granting their consent to such alteration or addition. The costs of the procuring of the certificate shall be for the cost of the owner or the occupier as the case may be.
- 16.2 An owner or occupier of a section shall not be entitled to interfere with electrical installations and plug points, unless such work is undertaken by a licensed electrician.
- 16.3 Interior repairs and maintenance of whatsoever nature are the responsibility of the owner or occupier of that section and neither the superintendent, if any, nor the Managing Agents, nor any employee of the body corporate are to be requested to attend to such matters.
- 16.4 Residents shall at all times keep their sections and exclusive use areas in a proper, clean and habitable state and be responsible for the maintenance of the interior paintwork as well as clearing of blocked drains originating from his/her section, and maintenance of sanitary equipment, all electrical installations and other interior repairs to their units of whatever nature at their own expense.
- 16.5 The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoops, fencing/walls and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 16.6 In accordance with the conduct rule 5 of the Sectional Titles Act, it was agreed that security gates and burglar bars on the outside of the units are to be white, with the horizontal bars running at an angle of 45° to the vertical bars. It was decided not to request owners to remove the security gates that were in place at the date of the first meeting of the owners on 30 September 1997 where this rule was made, but to request that all gates be painted white.
- 16.7 Fenced off exclusive use garden areas may not be established.

16.8 Satellite Dish – Each block of sections has 1 satellite dish installed for the use by all the occupants of that block and as such no owner / occupant will be allowed to install his/her her own satellite dish. As such, any connection to the existing dish must be done by a technician nominated by the trustees.

17. SIGNS AND NOTICES

No owner or occupier of a section, used for residential purposes, 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 the outside of the section, without the written consent of the trustees first having been obtained.

18. PETS

18.1 Save where express written permission was granted by the developer to an owner prior to the establishment of the Body Corporate permission to house pets within a section or on the common property must be obtained from the Trustees upon written request. The trustees are empowered to consider such request on its own merits and with due regard to any Municipal by-laws and interests of other owners. Permission to house a pet may only be given by the Trustees in writing and in so doing they can prescribe any reasonable condition. Any permission given by the Trustees in the event of a breach of any of the conditions contained in these rules.

18.2 Pets must not cause a disturbance at any time and owners or occupiers shall be responsible for the removal of their animal's excrements within the common property or the individual sections.

18.3 Cats which have not been spayed or neutered may not be kept on the common property.

18.4 Vicious animals of any nature may not be kept in any section or on the common property.

18.5 Aviaries are not permitted within a section or on the common property other than with the consent of the Trustees.

18.6 An owner or occupier shall ensure that his/her pet wears collars bearing tags with sufficient details of an owner to enable anyone to trace the addresses and telephone numbers of their owner.

18.7 Any pet found unaccompanied or unidentified on the common property or otherwise in contravention of these rules may be removed by the Trustees. Costs incurred as a result of such a removal, such as capture and pound fees, shall be borne by the owner or occupier of the section where the pet was accommodated or by the owner of the pet concerned. The body corporate and the Trustees shall not be liable for any injury to any pets thus removed or for any other loss so incurred by the owner or occupier of the section, the owner of the pets or any other person.

18.8 No visitors may bring pets.

18.9 The Trustees may withdraw such approval per 7.1 above, in the event of any breach of any condition prescribed in terms of rule 21.L by the owner of the pet.

18.10 Owners of pets shall be responsible for the removal of excrement or refuse left on the Communal Property or in private gardens. .

18.11 Cat litter trays shall not be left on the Communal Property and cat litter shall be sealed in bags before disposal.

18.12 Aviaries and accommodation for other approved pets may not be erected on the Communal Property or, if on an exclusive use area, in such a manner as to be conspicuous or offence to other residents or the public.

18.13 All cats must be sterilized as soon as they reach a mature age, and a copy of the certificate must be forwarded to the Trustees.

18.14 Any pets not registered with the Trustees will be considered as stray and will be removed from the complex. All pets are to be registered within one month after receipt of these rules.

18.15 Maximum of 2 pets per unit. When selecting a pet, please take into consideration your pets' needs, i.e. area required for size of pet. Should complaints be received regarding your pets' needs not being taken into consideration, the Trustees may withdraw or withhold permission to keep the pet.

18.16 Permission to keep a pet will be withdrawn for the following reasons:

- a. Should their pets be found fouling the common property and not cleaned by the owner.
- b. Should complaints be received about the pet causing by their pets?

18.17 In addition, owners will be liable to pay for any damage caused by their pets

18.18 All pets are to be collared and have an identification tag with the owner's telephone number (birds excluded).

19. LITTERING

19.1 owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property, including the drains, any rubbish, including dirt, cigarette butts, alcohol bottles, food scraps or any other litter whatsoever.

19.2 If any child, occupant or visitor infringes the provisions of 19.1 above, the owner as the case may be shall be responsible therefore.

20. LAUNDRY

20.1 Washing and other articles may not be hung out in any part of a unit where they are visible to the general public and other residents.

20.2 In particular, washing and other articles may not be hung outside of the unit, or over the walls of Common Property.

20.3 An occupant may not without the prior written consent of the Trustees erect his own washing lines.

20.4 The Trustees my consent subject to such conditions as they in their absolute discretion may impose.

21. INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not store any 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 increase the rate of the premium payable by the body corporate on any insurance policy.

22. TENANTS AND VISITORS

22.1 The owner of any unit who lets his unit/s shall advise the Trustees of the name of the lessee and of the period of the lease and shall at the request of the Trustee, provide the Trustees with a copy of the lease and variations thereto.

22.2 The owner undertakes to attach a copy of these "Conduct Rules" to the lease.

22.3 The owner further undertakes that all lease/s of his unit/s shall contain a term in the following words to a similar effect:

"The lessee acknowledges having received from the lessor a copy of the "Conduct Rules" for this Body Corporate. The lessee hereby agrees and undertakes to be bound thereby and to comply therewith in all respects".

22.4 Occupants are responsible for the conduct of their children and invitees, including their guests.

22.5 Occupants shall ensure that all such persons comply with the provisions of these rules.

23. OCCUPATION OF UNITS

23.1 The maximum number of permanent residents (longer than one month) permitted to a unit, will be 2 per bedroom. Should this maximum be exceeded, it will cause additional expenses regarding services such as water, sewerage and refuse removal as well as possible damage to the Common Property. Therefore the Trustees will be entitled to increase the monthly levy pro rata to the percentage increase in occupants.

23.2 No sub-letting of units will be allowed.

24. DOMESTIC WORKERS

An owner or occupier of a section shall –

- 24.1 be responsible for the activities and conduct of his Domestic worker and shall ensure that his Domestic worker understand and do not breach any rules which apply to the scheme or any other legislation which affects the scheme;
- 24.2 ensure that his Domestic worker and their visitors or guests do not loiter on the common property;
- 24.3 ensure that his Domestic worker and their visitors do not cause undue noise within the owners sections or on the common property or elsewhere;
- 24.4 any owner or occupier whose servant after written warning fails to abide by the conduct rules may be required to remove such servant from the property if so instructed by the Trustees;
- 24.5 No owner and occupier of a section may request personal duties to be performed by any member of staff employed by the body corporate during his working hours.
- 24.6 Domestic workers are to sign in at the security office on entering and leaving Panorama View premises. Owners must register Domestic Workers with copies of their identity documents with the guards, indicating days of work
- 24.7 Domestic workers are not allowed to loiter on the Communal Property or to remain overnight on any part of the Communal Property.
- 24.8 Should domestic workers contravene these Rules the Trustees reserve the right, if justified, to refuse such domestic worker entry to the Communal Property after notifying the employer.
- 24.9 No domestic worker shall be allowed on the Communal Property after 20:00 without the consent of the Trustees.

25. ALTERATIONS

- 25.1 Before any authorized structural alterations are undertaken the period within which the work must be completed must be agreed with the Trustees and must be adhered to. A deposit may be called for and should any damage be caused to the common property or the removal of rubble be required, the cost of repairs and/or rubble removal will be deducted from the deposit.
- 25.2 Any alterations shall be carried out at reasonable hours and shall not cause any undue disturbance to owners or occupiers of neighboring sections all alterations are to stop at 18h00 and not commence before 08h00 during week days. No alterations are permissible on weekends.
- 25.3 A resident shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Communal Property or of a section so as to be visible from outside the section, without first obtaining the written consent of the Trustees.
- 25.4 Notwithstanding rule 29A. A resident or person authorized by him may install-
 - 25.4.1 Any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - 25.4.2 Any screen or other device to prevent the entry of animals or insects provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.
 - 25.4.3 Security gates and burglar bars visible from outside a unit must be the approved design only.

- 25.5 The Trustees shall be notified timorously of any work of whatever nature that is to be undertaken within or to be interior of any section and which will involve activity on the Communal Property or cause inconvenience or disturbance to other occupants. Such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other residents.
- 25.6 Those persons having such work done and those persons performing it, shall at all times cooperate closely with the Trustees and shall in consultation with the Trustees, ensure that proper and satisfactory measures are continuously taken to adequately protect the Communal Property from damage, defacement, disfigurement or defilement.
- 25.7 Workmen failing to co-operate may be prohibited by the Trustees from working on the premises.
- 25.8 It shall further be the absolute responsibility of those persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly after completion of the project.
- 25.9 The persons having the work done shall be held liable for costs incurred for the cleaning and clearing up or reparations done, should the Communal Property be left in a dirty, littered or spoiled condition on completion of such work
- 25.10 The above Rules shall mutatis mutandis apply to any work authorized by the Trustees.
- 25.11 When moving furniture or goods in and out the complex, those persons doing so shall be held liable for the cost of repairing any damage done.

All exterior walls and all woodwork and roofs are considered Common Property. **[Drafting Note: Please consider if this is correct.]**

- 25.12 No extension, alterations or improvements to the extension of any unit, including but not limited to awnings and satellite dishes shall be affixed or made unless the Trustees have been given full particulars thereof including plans, have countersigned such plans, and have given permission in writing thereto.
- 25.13 If such written permission is granted, it shall pertain only to the plans submitted to the Trustees for approval and no variation thereof may be effected unless the occupant shall have complied with the foregoing in respect of such variations.
- 25.14 With respect to alterations or improvements to the interior of any unit, no structural alterations to the water connections, electric conduits or plumbing may be effected, unless the provisions contained in rule 19.2 shall first have been complied with.

26. ANTENNAS

- A. No TV Antenna shall be attached to the walls of the communal property nor shall it extend through windows unless the prior written approval of the Trustees is obtained.
- B. No individual DSTV installation will be allowed. The BC has made available communal dishes per block and each resident/owner is obliged to connect to this dish at a once off cost of R800. Thereafter the BC to maintain routine maintenance on the cabling and connectivity. Monthly subscriptions and decoder costs are all for the individual and NOT the BC. Connectivity to the communal dish may only be carried out by a registered installer and must be installed in such a way to cause no disturbance to other residents. Any dishes installed incorrectly or in such a way to cause a disturbance to other owners will be moved at the owners cost.

27. DAMAGE TO COMMON PROPERTY

COMMUNAL PROPERTY EQUIPMENT AND INSTALLATIONS

- 27.1 Fire-fighting equipment (if applicable) may UNDER NO CIRCUMSTANCES be used for any purpose other than that for which it is intended? Fire extinguishers and fire hoses are not to be used for any purpose other than that of fighting fires. Any person found using the fire hoses for any other purpose will be liable for prosecution by the fire department but will also be made to pay for the hose to be resealed by the fire department.
- 27.2 UNDER NO CIRCUMSTANCES may occupants tamper with or have work done on the above systems and installations serving the Communal Property. Any defects noticed by occupants must be reported to the Trustees

- 27.3 Should any damage whatsoever be caused to the Common Property by an owner/occupant, and/or any member of his family, and/or any of his visitors, and/or employees, their children or visitors, and/or other invitee of such occupant, or should any such person cause the Body Corporate to suffer a loss or incur any liability to property repairs, he shall reimburse the Body Corporate in full in respect of such loss or expense.
- 27.4 Should he fail to repair such damage, the Trustees may cause such damage to be repaired and such occupants shall reimburse the Body Corporate in full in respect of all costs and expenses arising out of or in connection therewith.
- 27.5 If the Body Corporate or the Trustees instruct a firm of Attorneys in connection with or arising out of an infringement by any occupant of any of the provisions of these rules, such occupant shall be liable to reimburse the Body Corporate on demand for all legal costs incurred in respect thereof on an Attorney and own client basis.

28. LETTING OF UNITS

- 28.1 The owner of a section shall be obliged to ensure that a tenant of his section or other person granted rights of occupancy by him is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 28.2 Any owner of a section shall be obliged to notify the Trustees in writing within 14 days of the date of conclusion of a lease of his unit (written or oral) of the full names of his tenant and of the period of the lease. Similarly, an owner shall forthwith notify the Trustees in writing of the full names of any other person granted rights of occupancy.
- 28.3 Owners must supply full particulars of tenants of their sections and any changes as they take place, to the Trustees before such tenants take occupation. This is essential not only for good order, but also to identify who is entitled to be on the premises and use the amenities.
- 28.4 Owners must also notify the Trustees and keep them informed as to the agent, if any, who does the letting on their behalf.
- 28.5 All the rules shall apply ipso facto to the tenants and all persons who have obtained right of occupancy of a section in whatever manner, and no agreement with such residents that is contrary to this stipulation shall be binding.
- 28.6 It is the responsibility of the owner to bring the contents of these rules for behavior to the attention of residents and to see to it that they are adhered to.
- 28.7 Such owners shall fully and clearly instruct their agents as to the said owner's obligations with respect to these Rules, and shall further instruct their agents that only persons acceptable to and congenial with the Community of the Scheme shall be selected as tenants.
- 28.8 All the rules shall apply ipso facto to the tenants and all persons who have obtained right of occupancy of a section in whatever manner, and no agreement with such residents that is contrary to this stipulation shall be binding.
- 28.9 It is the responsibility of the owner to bring the contents of these rules for behavior to the attention of residents and to see to it that they are adhered to.

29. PENALTIES AND FINES

- 29.1 If in the opinion of the Trustees an occupant is in breach of any of the provisions of these rules, the Trustee may, in their absolute discretion, impose a penalty on such occupant of an amount not exceeding R1 000.00 in respect of such infringement.
- 29.2 Any monetary amount raised can be altered at the discretion of the Trustees.
- 29.3 Should any occupant infringe any of the provisions of these rules and persists in such infringement after 14 days written notice from the Trustee calling upon him to desist from such infringement, the Trustee shall be entitled to impose upon such occupant a penalty not exceeding R1 000.00.
- 29.4 Any penalty imposed in terms hereof shall be payable by the occupant concerned to the Body Corporate, on demand.

- 29.5 The imposition of any penalty in terms hereof shall be without prejudice and shall be in addition to any other rights available to the Body Corporate at law, and in particular its right to apply for an order compelling any occupant to comply with the provision of these rules or desist from infringing same.
- 29.6 If the Body Corporate or the Trustees instructs a firm of Attorneys or debt collectors in connection with or arising out of any infringement by any occupant of any unit, the provision of these rules or the collection of levies and any other amounts due, such occupant shall be liable to reimburse the Body Corporate on demand for all its costs and expenses incurred in respect thereof including legal costs on an Attorney and own client basis.
- 29.7 Should residents persistently disregard these Rules, they may be fined and/or summoned to appear before the Board of Trustees.
- 29.8 Should such occupant be a tenant the owner will be advised and should the tenant continue to disregard the rules the Board of Trustees reserves the right to evict such tenant.
- 29.9 Should any amount payable to the Body Corporate by an owner or resident be in arrears, interest will accrue at 18% per annum, compounded monthly, from the date the amount became due until the date of receipt of payment. The Trustees may from time to time alter the interest rate provided that such interest rate does not exceed the maximum rate permitted by law. The Trustees must give all persons affected by this, 30 days prior written notice of any alteration to such interest rate stating the amended rate and the effective date of implementation.
- 29.10 Should it be necessary for the Trustees to act against any owner or resident, such owner or resident shall be liable for all legal costs, on an attorney and client scale, as well as collection commission and administration costs.
- 29.11 Fines will be issued on the following scale:
- i. Reckless driving/wheel spinning/speeding: R300 for first offence, R500 thereafter
 - ii. Loud voices or music from unit: R250 for first offence, R300 thereafter
 - iii. Loud voices or music from communal property: R150 for first offence, R300 thereafter
 - iv. Pets causing disturbances: R150 for first offence, R300 thereafter
 - v. Loud car stereos: R150 for first offence, R300 thereafter
 - vi. Illegal parking: R50 for first offence, R100 thereafter
 - vii. Leaving refuse receptacles at entrance: R50 for first offence, R100 thereafter
 - viii. Littering: R50 for first offence, R100 thereafter
 - ix. Hanging washing over balcony railing: R50 for first offence, R100 thereafter
 - x. Other offences: At the discretion of the trustees.
- 29.12 The trustees reserve the right to adjust the fines mentioned in 29.11 at their discretion.

30. WATER

- 30.1 Water must be used sparingly at all times.
- 30.2 Non-residents are not allowed to wash their cars on the Communal Property or to use water obtained from the complex for this or any other purpose.

31. PAINTING

- 31.1 To ensure uniformity the Body Corporate is responsible for the painting, maintenance, repairs and replacement of:
- i. Facia boards, gutters, roof tiles and downpipes
 - ii. Outside window frames
 - iii. Gates which border directly on communal property
 - iv. The water meter (s) in each section
- 31.2 In the event of malicious damage, neglect or problems resulting from work undertaken by the owner, his tenant or his contractor, the above will remain the responsibility of the owner. Should such damage not be repaired, the Board of Trustees will repair it and the costs incurred added to the owners levy.

32. MAINTENANCE

- 32.1 The owner of a section shall be responsible for the maintenance of:
- i. The plastered inside wall surfaces of exclusive use area: and
 - ii. Repair and maintenance of the geyser (s) in his / her section, not subject to insurance claim
 - iii. All doors of his / her section
 - iv. Any owner planning to do any exterior painting must obtain prior written consent from the Trustees with regard to the color of the painted

33. ENFORCEMENT OF AMOUNTS PAYABLE

Any amounts payable by an occupant to the Body Corporate in terms of these rules shall be deemed to be an additional levy in respect of such occupant/s unit, and the payment thereof shall be capable of being enforced as provided in rule 23 below.

34. PAYMENT OF LEVY, ETC. [Drafting Note: Please consider this clause in detail and advice]

- 34.1 Payment in full of levies (including additional levies), electricity (and water) charges for each month must be received by the Managing Agents by the 7th of the month in which it is due.
- 34.2 If payment is received after the 7th of the month, a fine will be imposed in respect of the unit concerned, which fine will be included on the next statement.
- 34.3 If payment in full (including outstanding fines) has not been received by the end of the 2nd month, all services to the unit concerned including electricity, will be suspended and the account will be handed to Attorneys for collection without further notice.

It is considered violation of Section 13 of the Unfair Practices Regulation, No 4004 of 2001 promulgated in terms of the Rental Housing Act 50 of 1999.
- 34.4 All fines referred to above, will be in addition to all costs referred to in 21.6.
- 34.5 All amounts received from the occupant in respect of a unit will be appropriated firstly in payment of water charges, then in payment of outstanding levies (including additional levies) then in payment of outstanding fines, and in the last instance for payment of electricity charges in respect of such occupants unit.
- 34.6 Electricity cut-off pursuant to the foregoing will not be reinstated until all amounts owing plus a reconnection fee are paid in full.
- 34.7 Non-receipt of statement or levy statement does not excuse payment of levy and other amounts which are due.

35. SUNDRY PROVISIONS

- 35.1 Without in any way derogating from the generality of the foregoing rules and in addition thereto;
- 35.2 The Trustees shall have the right to take any action deemed fit to prevent any infringement of these rules.
- 35.3 Any owner/occupant shall not:
 - 35.3.1 Use his unit or permit his unit be used for any purpose which is injurious to the reputation of the complex.
 - 35.3.2 Do or permit to be done in his unit or on the Common Property anything which may increase the premiums payable by the Body Corporate on any insurance policy.
- 35.4 Cigarette ends and other objects may not be thrown from windows or at the braai areas.
- 35.5 Common Property and garden areas must at all times be kept neat.
- 35.6 No indecent exposure will be tolerated in the common property area. Owners and tenants may not walk around in their pajamas or without shirts or shorts.
- 35.7 Inflammable or other dangerous material or articles may not be brought on to the Common Property or elsewhere except in such limited quantities as are allowed under the Insurance Policy or By-Laws.
- 35.8 No firearms, pellet guns, catapults or bows and arrows may be discharged on or over the Common Property.
- 35.9 No stones or other solid objects may be thrown on the Common Property.
- 35.10 No signs of what so ever nature may be displayed on the Common Property without the prior written consent of the Trustees having been obtained.

- 35.11 No parties to be held in car-ports.
- 35.12 No tampering with fire Hydrants is allowed. Fire Hydrants are not to be used for washing of motor vehicles, veranda's or driveways.
- 35.13 No fire-works (pyrotechnics) are permitted within the Common Property.
- 35.14 Any complaints regarding the breach of "Conduct Rules" must be addressed to the Trustees in writing.
- 35.15 All the provisions contained herein shall be brought under the attention of any person to whom the owner leases his/her unit and should be an annexure to any lease agreement.
- 35.16 The body corporate and /or its agents shall not be liable for any injury, loss or damage of whatsoever nature which any owner or occupier, his family, employees, servant, visitors or invitees may sustain, directly or indirectly, in or about the common property or in the individual sections.
- 35.17 The body corporate or its agent representatives and Domestic workers shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or other property.
- 35.18 No business or trade may be conducted on the common property or in the sections.
- 35.19 No auctions or jumble sales may be held on the common property or in the sections.
- 35.20 No firearms or pellet guns may be discharged on the common property.
- 35.21 No stones or other solid objects may be thrown or propelled on the common property.

36 ERADICATION OF PESTS

- 36.1 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.
- 36.2 The cost 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.

37 NOISE

- 37.1 Any sound producing devices shall not be used in such a manner as to interfere with the occupants or other units' enjoyment of their units of the Common Property; including the swimming pool area.
- 37.2 Automobile hooters shall not be sounded on the Common Property at any time.
- 37.3 No hammering, drilling, sawing or other such work shall be conducted before 7am and after 7pm on any day and no such noise will be allowed on Sundays.
- 37.4 Consumption of alcohol can only take place in your dwelling or on your patio or at the pool area.
- 37.5 Owners/occupants shall advise their neighbours/management in advance whenever parties are to be held in their units.
- 37.6 All parties/ functions need to comply with the complex noise rules thus being no noise after 21h00 on weekdays and on Sundays, and after 23h00 on Fridays and Saturdays.
- 37.7 Except at the Pool Area, no noise will be tolerated during 14:00-18:00 on Sundays.
- 37.8 Residents shall not cause or permit any person to act in conflict with these Rules, or permit any act or event, which shall constitute or cause a nuisance or any inconvenience to other occupants or employees or agents employed by the Trustees or any person being lawfully on the premises.
- 37.9 All owners/residents are responsible for controlling their guests and visitors. No unnecessary disturbances or the use of such things as car hooters shall be allowed. Car stereo systems or radios must be turned down upon entering the complex.
- 37.10 Radios, Television sets, musical instruments and hi-fi equipment must be used in such a manner not to disturb other residents or the public. Complete silence must be maintained after 22:00 weekdays and 24:00 Saturdays. On Sundays complete silence must be maintained throughout.
- 37.11 Any gathering held in the complex should be contained within the unit at all times. You are to notify your surrounding neighbors 7 days in advance of any social gathering that could cause an inconvenience to them.
- 37.12 No fireworks or crackers are allowed within the complex

38 STAFF

The gardeners are employed by the Body Corporate and may not be employed to do any private work for occupants during working hours unless specifically authorized by the Trustees or their appointed manager.

39 EMPLOYEES AND HAWKERS

39.1 The Employees of the Body Corporate shall not be interfered with. They receive instructions from the Trustees only

39.2 No hawkers shall be allowed on the Common Property.

38.3 No instructions may be given directly to any employees or contractors of the body corporate, i.e. security guards or gardener. All instructions must be given through to the Managing Agent.

40. ACCESS

a. No access/remotes is to be given to any visitor other than your own.

b. The security guards will not open the main gate between 22:00 and 05:00; Occupants need to use their own remotes to gain access or to allow your visitors into the complex.

41. ALLOCATION AND/OR CREATION OF EXCLUSIVE USE RIGHTS IN TERMS OF SECTION 27A

41.1 Common property parking bays are marked PB1 to PB10 (inclusive) on the scale layout plan annexed as "A" are exclusive use parking bay in terms of section 27A of the Sectional Titles Act 95 of 1986. Each parking bay is reserved for exclusive use by the member of the body corporate who is the registered owner from time to time of the section immediately adjacent to that area and clearly marked by way of a sign board indicating the owner of the unit entitled to the exclusive use. The trustees at their discretion may allocate exclusive parking bays to various residents upon successful application, provided that spare bays are available.

41.2 The body corporate has unrestricted access to an exclusive use area when in the opinion of the trustees such access is required for the exercise of its powers or the performance of its functions, in other circumstances no owner shall enter or use any part of an exclusive use area without the permission of the owner to whom that area has been allocated.

41.3 The body corporate shall do all things reasonably necessary to ensure that the exclusive use areas are reserved for the use of the owners entitled thereto. This duty shall not preclude an owner from taking legal action to enforce his exclusive use rights.

41.4 An owner to whom an exclusive use area has been allocated shall:

a) Maintain and repair that area as if it were part of his section and keep it clean and tidy;

b) Ensure that the area is not used in any way that creates a nuisance or threatens the safety of any other section or any part of the common property; and

c) Not part with possession of the area separately from his section.

42. RECONCILIATION OF RULES

Any Conduct Rule contained herein, that corresponds to any Management Rule, must be reconcilable with the relevant Management Rule and may only be amended by a unanimous decision of the Body Corporate subject that it remains reconcilable with the relevant Management Rules.

43. COMPLAINTS / QUERIES / SUGGESTIONS

Written complaints, queries and/or suggestions must be placed by owners/residents, in writing, in the Board of Trustees Communication Box at the gate.

44. CONCLUSION

It is hoped that with co-operation and loyalty to the rules and code of conduct set out above, all residents will experience a harmonious and happy life at PANORAMA VIEW