

# **STELLENHOME VILLAGE**

## **HOMEOWNERS' ASSOCIATION**

### **Conduct Rules**



**INTERPRETATION OF TERMS**

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

- a) "Act" means the Sectional Titles Schemes Management Act 8 of 2011, as amended from time to time, and any regulations made and in force thereunder
- b) "Management Act" means the Sectional Titles Schemes Management Act No. 8 of 2011, as amended from time to time, and any regulations made and in force thereunder
- c) "Master Association" means the Mariners Village Home Owners Association
- d) "trustees" mean the Trustees (or Executive Managing Agent) appointed in terms of the Act
- e) "the Body Corporate" means the Body Corporate as determined in sections 3 to 9 of the Management Act
- f) "section" means a section shown as such on the sectional plan
- g) "unit" means a section together with its undivided share in the common property apportioned to that section in accordance with the quotas of the section
- h) "common property" means the common property as shown on the Sectional Title Plan
- i) "owners" mean the registered owners of the units, who are responsible for their families, tenants, residents, etc, that may be in the complex
- j) "managing agent" means the Managing Agent as appointed by the Trustees from time to time to administer the affairs of the Body Corporate
- k) "complex" means the buildings known as **STELLENHOME VILLAGE HOME OWNERS' ASSOCIATION** as well as the common property
- l) "occupier" or "resident" means the person occupying any section
- m) words importing -
  - a. the singular number only shall include the plural, and the converse shall also apply
  - b. the masculine gender shall include the feminine and neuter genders and the neutral gender shall include the masculine and feminine genders
- n) words and expressions, to which a meaning has been assigned in the Act, shall bear the meaning assigned to them
- o) the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules
- p) "parked" refers to any mode of transport which is stationary in one position either in a demarcated parking space or on common property for any length of time

## **STELLENHOME VILLAGE CONDUCT RULES**

### **1. INTRODUCTION**

- 1.1 These Rules are binding on all owners, occupiers and their visitors. Occupiers are responsible for the conduct of their visitors. Any breach of these Rules by a visitor or occupier who is not an owner, will be attributed to the relevant owner who will be held responsible for such breach.
- 1.2 These Rules will be enforced by the Trustees. Any infringement of these Rules may result in the offender being penalised with Penalty Levies and/or Conduct Transgression Levies or such other sanction as may be deemed appropriate by the Trustees and as more fully provided for in the Rules.
- 1.3 If as a result of a breach of any of these Conduct Rules by any owner or occupier of a section, the Trustees instruct an attorney, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an attorney client scale incurred by the Trustees as a result thereof.
- 1.4 The Trustees have been elected by the owners to fulfil a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees' person or property will result in legal action.
- 1.5 All owners, occupiers and their visitors will also be bound to the conduct rules of the Mariners Village Home Owners Association.

### **2. FINANCES / LEVIES**

- 2.1 All levies owing to the Body Corporate are payable monthly in advance by not later than the first day of each and every month.
- 2.2 Levies that are not paid promptly on due date for payment will bear interest at 2% per month in respect of overdraft advances.
- 2.3 Owners shall not be entitled to withhold payment of levies payable to the Body Corporate for any reason (including and without limiting the generality of the foregoing by reason of any alleged failure by the Body Corporate to provide any services) and shall not be entitled to apply set-off.
- 2.4 Levy invoices shall include and not be limited to Penalty Levies, Conduct Transgression Levies, damages to infrastructure and other payments due to the Body Corporate.
- 2.5 Owners who appeal against imposed Penalty Levies and/or Conduct Transgression Levies shall do so in writing to the Trustees.
- 2.6 For the duration of the developer's right to extend the property in terms of Section 25(1) of the Sectional Titles Act 95 of 1986, the levy amount may not be increased without the prior written consent of the developer.

### **3. SECURITY**

- 3.1 Owners and occupiers must also comply with all security measures as implemented by the Body Corporate as well as the Mariners Village Home Owners Association.

3.2 Insofar reasonably possible visitors must at all times be accompanied by an owner or an occupier.

#### 4. **ANIMALS. REPTILES & BIRDS**

##### 4.1 **Written Permission**

4.1.1 An owner or occupier of a section shall not, without consent of the Trustees in writing, which may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property. The housing of any animal, reptile or bird must be within the applicable municipal by-laws boundaries, if any.

##### 4.2 **Conditions**

4.2.1 The Trustees may prescribe any reasonable conditions for the keeping of such animal, reptile or bird.

4.2.1.1 Owners and occupiers are required to keep their pets within the confines of their enclosed areas, and when taken into common areas must be on a leash and under strict supervision.

4.2.1.2 Owners and occupiers will be required to ensure that any mess made by their pets in the common areas is cleaned up by themselves, immediately, and suitably disposed of.

4.2.1.3 No pets which create a disturbance (whether through excessive barking or other conduct) are permitted.

4.2.1.4 Owners of pets must ensure that they do not cause a nuisance or disturbance to other owners and residents and that cyclists, walkers, joggers, pedestrians and other pets are not attacked or harassed.

4.2.1.5 Pet owners are expected to ensure their pet dogs and cats are tagged displaying the owner's contact information and unit number. This will be at the owner's cost.

4.2.1.6 The Trustees will restrict the number of pets per unit to 2 (two) and implore owners to consider the size of their pet in relation to their unit's size and position.

4.2.1.7 The Trustees may require animals and pets which in its sole and absolute discretion it considers to be dangerous and/or undesirable and/or a nuisance to be removed from the complex.

4.2.2 The conditions outlined by the Trustees will not be imposed unfairly but rather in the interests of the surrounding neighbours as well as in the best interests of the pet. The size of and care levels required for each pet will be considered prior to approval.

4.2.3 Owners and occupiers in need of an animal to assist with a specific disability will be allowed to keep such animal but will need to obtain permission from the trustees in writing.

##### 4.3 **Withdrawal of Permission / Imposing of Penalty Levies and/or Conduct Transgression Levies / Removal of Pets**

4.3.1 The Trustees may withdraw such approval in the event of the contravention of any condition. The Trustees reserve their rights in terms of the imposing of Penalty Levies and/or Conduct Transgression Levies and/or ordering the removal of Pets in the event of non-compliance of

the above conditions.

#### 4.4 **Liability**

- 4.4.1 The owner of any animal, reptile or bird that causes any injury, damage or inconvenience will be solely liable for such injury, damage or inconvenience. Any owner or occupier must ensure that their animals are not a source of disturbance (noise or otherwise) to other owners or occupiers.

#### 4.5 **Trustees Decision Binding**

- 4.5.1 The Trustees' decision regarding any matter with regards to animals, reptiles and birds shall be binding.
- 4.5.2 An owner aggrieved by the trustees' decision shall have the right to appeal the decision with the Community Schemes Ombud in terms of the Community Schemes Ombud Services Act 9 of 2011("CSOS").

### 5. **REFUSE DISPOSAL**

- 5.1 An owner or occupier of a section shall:

- 5.1.1 Maintain in a hygienic and dry condition, receptacles for refuse within his section, their exclusive use area or on such part of the common property as may be authorized by the Trustees in writing.
- 5.1.2 Ensure that all refuse is placed and sealed securely in a plastic municipal style bag intended for refuse disposal.
- 5.1.3 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 5.1.4 For the purpose of having the refuse collected, place such receptacle within the area designated for refuse collection (should the service provider be unable to do so) and at the times designated by the Trustees.
- 5.1.5 Not place any large cardboard, polystyrene or builder's rubble into the receptacle, but dispose of this in his/her personal capacity.
- 5.1.6 Refuse may not be dumped on the streets or elsewhere in the complex.
- 5.1.7 The burning of refuse is not permitted.

## 6. VEHICLES

### 6.1 **Parking**

- 6.1.1 No owner or occupier shall park or stand any vehicle on the common property, or allow any vehicle to be parked on the common property or demarcated parking bays, without the written consent of the Trustees, except in respect of those areas of the common property specifically demarcated for that purpose. No parking will be tolerated on the common property grass areas, or in parking bays specifically designated for the use of other sections without the written permission of the occupant of the section concerned.
- 6.1.2 Visitor parking is intended for visitors, and is not allowed to be used by residents on a regular basis. For this reason, owners should ensure prospective tenants do not have more vehicles than parking bays allocated to the unit. The Body Corporate may impose a monthly parking rental fee (the amount to be determined from time to time by the Trustees) via levy accounts on owners whose residents are found to have more vehicles than allocated parking bays and are detected using visitor parking on a regular basis, with such fee being imposed until it can be confirmed the parking violation has been resolved.
- 6.1.3 The Trustees may, for this purpose, from time to time demarcate areas of the common property where the parking of motor vehicles is permitted, and similarly demarcate other areas of the common property where the parking of motor vehicles is not permitted.

### 6.2 **Tow-away**

- 6.2.1 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked and/or standing and/or abandoned on the common property.

### 6.3 **Leaks**

- 6.3.1 All owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property. If an owner or occupier of a section contravenes this rule they will compensate the Body Corporate for the fair reasonable and necessary cost of restoring / repairing / cleaning of such common property.

### 6.4 **Repairs**

- 6.4.1 No owner or occupier of a section shall be permitted to dismantle or effect any major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.

### 6.5 **License**

- 6.5.1 No owner or occupier of a section shall be permitted to drive any vehicle on the common property or on any exclusive use area without a valid driver's license for that vehicle.

### 6.6 **Speed**

- 6.6.1 No owner or occupier shall be permitted to drive a vehicle at more than 20 (twenty) kilometers per hour on any part of the common property or on any exclusive use area.

## 6.7 **Dangerous Driving**

- 6.7.1 No owner or occupier shall drive or allow any vehicle to be driven on the common property or on any exclusive use area in any manner that may be dangerous to either himself or to anyone else or to any property.

## 6.8 **Obstruction**

- 6.8.1 The owner or occupier of any section shall not park or permit to be parked any vehicle, or place any item or article, in such manner as to obstruct any passageways, roads, exits from or entrance to the building/s, or any entrance to or exit from any section or authorized parking bay of any other owner or lawful occupant.
- 6.8.2 The Trustees may in the event of contravention of this rule, cause to be removed or towed away any such vehicle at the expense of the owner of the vehicle or the owner or occupier of the section which the driver of the vehicle was visiting at the time.

## 6.9 **Other modes of transport**

- 6.9.1 Caravans and boats are not allowed to enter the complex. Trailers may only be parked within the owner's allocated parking area and should not protrude or obstruct any other owner's parking area.
- 6.9.2 No unlicensed modes of transport are permitted to be utilized within the complex.
- 6.9.3 No skateboards, roller blades or similar other items are permitted to be ridden within the complex.
- 6.9.4 No vehicle with a tonnage over 3.5 (three point five) tons will be allowed to enter the complex. This restriction will not apply to emergency services vehicles.

## 6.10 **Motor Vehicle Accidents**

- 6.10.1 The Trustees are not responsible for any motor vehicle accidents or any incident relating from the use of a motor vehicle on a public road within the development.

## 6.11 **Use of vehicles**

- 6.11.1 All traffic circles are to be used in a clockwise direction.
- 6.11.2 No quad bikes, motorbikes or motorcycles may be ridden on footpaths and/or within the complex generally except when travelling between a section and the main entrance to the complex for purposes of entering or exiting the complex.
- 6.11.3 All vehicles must come to a complete stop at the intersections where stop signs have been installed.

## 6.12 **Intersections**

- 6.12.1 All intersections are to be treated as stop streets.

## 6.13 **Liability**

6.13.1 The owner, occupier or driver waives all rights to claim against the Body Corporate in the event of any loss or damage or injury sustained.

#### 6.14 **Penalty Levies and Conduct Transgression Levies and Application**

6.14.1 In the event of a contravention or continued contravention of the rules and regulations, the guilty party shall be liable to Penalty Levies and/or Conduct Transgression Levies in accordance with the Schedule of Penalty Levies and Conduct Transgression Levies.

6.14.2 These Penalty Levies and Conduct Transgression Levies are to be added to the owner's levy account.

### 7. **PATHWAYS**

7.1 No motor vehicles are permitted on any pathways.

7.2 Pedestrians have right of way.

### 8. **DAMAGE. ALTERATIONS. ADDITIONS TO THE COMMON PROPERTY**

#### 8.1 **Damage**

8.1.1 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 having obtained the written permission of the Trustees.

#### 8.2 **Security Gates / Bars / Devices**

8.2.1 Notwithstanding rule 8.1, an owner or person authorized by him / her, may install:

8.2.1.1 any locking device, safety gate, burglar bars or other safety device for the protection of his / her section; **OR**

8.2.1.2 any screen or other device to the inside of his / her section to prevent the entry of animals or insects

provided that the Trustees have first approved in writing the nature, design and colour of the device and the manner of its installation.

8.2.2 An owner or occupier of a section must not, without the Trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it, unless the change is minor and does not detract from the appearance of the section or the common property.

8.2.3 The inside of the unit belongs to the owner and the owner may within reason erect approved security measures of his / her choice – however, the Trustees may intervene should the choice be damaging to the harmony and aesthetics of the complex.



## 9. **APPEARANCE FROM THE OUTSIDE**

### 9.1 **Appearance**

9.1.1 The owner or occupier of a section shall not place or do anything on any part of the common property, including patios, stoops, gardens or fences which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. Any furnishings and/or decorations in a Unit which are visible when viewed from the outside of a Unit, or visible to the public, must comply with the general aesthetics of the complex.

### 9.2 **Fences**

9.2.1 No owner or occupier of a section shall erect or allow to be erected any form of additional fencing on any part of the common property or in any exclusive use area.

### 9.3 **Lighting**

9.3.1 No owner or occupier shall erect or cause to be erected or installed any lights or lighting apparatus on any part of the common property or exclusive use area without the written consent of the Trustees first having been obtained.

### 9.4 **Structure Erection**

9.4.1 No owner or occupier shall erect any structure of any nature whatsoever, which are of a permanent or semi-permanent nature, without the written consent of the Trustees as well as the Mariners Home Owners Association first having been obtained.

### 9.5 **Antennas, Satellite Dishes, Solar Water Heating and Air Conditioners**

9.5.1 Owners and/or occupiers may not install aerials, satellite dishes or other antennas:

9.5.1.1 on the roof of their sections without the prior consent and / or approval of the Body Corporate; or

9.5.1.2 in the garden of a section without the prior consent and / or approval of the Body Corporate.

9.5.2 The complex has satellite dishes and aerials installed in each block and thereby no further satellite dishes are required.

### 9.6 **Storage**

9.6.1 No owner or occupier shall store or allow to be stored any item on his balcony, other than pot plants and garden furniture, having regard to the provisions following herein. Balconies are not to be used for the storage of items such as boxes, bicycles, drying or laundry racks, laundry, cleaning equipment, or tools etc.

9.6.2 An owner or occupier of a section shall be permitted to place and keep on his balcony such pots and pot plants and garden furniture, being furniture meant and designated for outside use, as may be approved by the Trustees from time to time.

9.6.3 The Trustees reserve the right to instruct an owner or occupier to remove such pot plants, pots or garden furniture, or items of a similar nature from his / her balcony or exclusive use area, if

in the discretion of the Trustees, such item or items are undesirable when viewed from the outside of a section.

## 10. **SIGNS AND NOTICES**

10.1 No owner or occupier of a section shall place or allow to be placed, any sign, notice, billboard, poster or advertisement of any kind whatsoever on any part of the common property or on a section, so as to be visible from the outside of the section.

## 11. **LITTERING**

11.1 No owner or occupier of a section shall deposit or allow to be deposited or thrown on the common property, any rubbish including dirt, cigarette butts, food or food scraps or any litter whatsoever.

11.2 The owner or occupier of any section shall not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any section.

## 12. **LAUNDRY**

12.1 No owner or occupier of a section shall hang any washing or laundry or any other items on any part of the common property so as to be visible from the outside of the building or from any other section. Laundry (including the use of clothes horses) cannot be left out on balcony areas for drying purposes. An owner or occupier of a section shall not erect his / her own washing lines.

12.2 The trustees reserve their rights in terms of ordering the removal of items mentioned above.

## 13. **STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

### 13.1 **Storage**

13.1.1 An owner or occupier of a section shall not store any flammable or dangerous material, or permit (or allow to be done) any dangerous act in the building or on the common property in quantities which may increase the rate of the premium payable by the Body Corporate on any insurance policy.

### 13.2 **Firearms**

13.2.1 The owner and/or occupier shall comply with the Firearms Control Act 60 of 2000.

### 13.3 **Electricity Supply**

13.3.1 No owner or occupier of a section may tamper or have any work or repairs done to any electrical supply or apparatus that serves the common property. Any electrical faults on the common property must be reported to the Trustees or duly authorized agents of the Body Corporate.

#### 13.4 **Fires and Braais**

- 13.4.1 No owner or occupier of a section shall allow any form of fire inside his unit or on the common property, unless the fire is within an apparatus expressly designed for this purpose. It is strictly prohibited to throw cigarettes, cigarette stubs, matches etc, out of windows or anywhere on the common property. All flammable items must be kept in a safe place, and out of reach of children.
- 13.4.2 The owners or occupiers of any section shall not make fires or use barbeques or braais in a manner or at a time which causes inconvenience to the owners or occupiers of any other section, or causes danger to the building or any part thereof or to any property of any other person or on designated leisure areas. The owner will remain liable for any damages caused.
- 13.4.3 The Trustees reserve their rights in terms of the imposing of Penalty Levies and Conduct Transgression Levies.

#### 13.5 **Fire Extinguishers / Fire Hydrants**

- 13.5.1 No owner or occupier of a section shall tamper with or allow to be tampered with, any fire-fighting equipment on the common property, nor shall they park or allow to be parked, any vehicle so as to obstruct access to any fire hydrant on the common property.
- 13.5.2 No fire extinguisher, firehouse or similar device anywhere in a section or anywhere on the common property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, watering of gardens or any other unauthorized purposes.
- 13.5.3 The Trustees reserve their rights in terms of the imposing of Penalty Levies and Conduct Transgression Levies.

#### 13.6 **Fire Crackers**

- 13.6.1 No owner or occupier of a section shall be allowed to set off any size or make, of fire cracker or any pyrotechnics device under any circumstances or at any time.

#### 13.7 **Power Tools and Equipment**

- 13.7.1 The owner or occupier of any section shall not cause, or permit to be used anywhere in the building (including his / her section) or on the common property (including exclusive use areas) any hand or power tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception, or which create any unreasonable disturbance, to which any other owners or occupiers may reasonably object.
- 13.7.2 No owner or occupier may store or permit to be stored any power tools and equipment and / or similar items, including work benches and work tables, in or on any part of the common property or his / her exclusive use area, including but not limited to the balcony and balcony area of his / her section, and the carport designated to him / her for use.

#### 14. **MAINTENANCE AND LANDSCAPING**

- 14.1 The owner or occupier of a section shall at all times and at his / her own expense, maintain his / her section and exclusive use area in good, clean, hygienic, tidy and habitable order and condition, and shall be responsible at his / her own expense for:
- 14.1.1 all interior painting, maintenance, remedying of blockage of sewers and sanitary equipment and connections;
  - 14.1.2 remedying of water pipes in his section;
  - 14.1.3 remedying of excessive water overflow of any equipment or installation of his section and exclusive use area.
- 14.2 All owners and occupiers shall be obliged at all reasonable times to grant access to the Trustees, their staff and agents, to their sections or exclusive use area/s and any other part of the common property, for the purpose of performing any necessary maintenance, effecting repairs or performing other such tasks and matters incidental thereto.
- 14.3 All owners and occupiers shall be obliged at all reasonable times to grant access to their sections, exclusive use area/s or other parts of the common property, to the Trustees, their staff and agents, for the purpose of enforcing these rules or when it is reasonably necessary in the best interests of the Body Corporate.
- 14.4 The owners and occupiers of any section shall not interfere with flora, wild or cultivated, growing on common property other than the individually fenced garden areas. All owners and occupiers shall ensure that such areas are not despoiled in any way.
- 14.5 All owners and occupiers shall be obliged at all reasonable times to grant access to the Trustees, their staff and agents, to the fenced garden areas on the common property to inspect the garden areas and remove any plants, shrubs or trees which in the opinion of the Trustees, are not suitable due to either being classified as invasive plant species or harmful to the environment.
- 14.6 No plants, trees or shrubs on the common property may be trimmed without prior written approval from the Trustees. It is recorded that certain of the flora are protected by law and that any owner or occupier interfering with or damaging, or in any other way acting in respect of such flora contrary to the provisions of the law, may be liable for prosecution.
- 14.7 No owner or occupier shall cause to be planted in the gardens on the common property or any part of any exclusive use area, any plants, shrubs, or trees without first obtaining written consent of the Trustees. It is specifically recorded that no owner or occupier shall plant any creepers or creeping plants, or plants which have a tendency to creep, in their exclusive use area unless he ensures that it does not encroach on his neighbour or the complex's electric fence and/or boundary wall/s, and keeps it cut back at all times.
- 14.8 It is specifically recorded that no owner shall plant any invasive plant species that may cause damage to the environment, human economy or human health.
- 14.9 Dumping of garden refuse, such as grass clippings or leaves onto any neighbouring property or park/green belt, wetland or common property is strictly prohibited.
- 14.10 Building any form of structure, such as stairs or a pathway into and/or on any part of the common property, park/green belt or wetland is strictly prohibited.
- 14.11 Releasing any exotic wild life onto the park/greenbelt, wetland or common property is strictly

prohibited.

- 14.12 The installation of wall mounted lights and/or spot lights facing and shining directly into the park/greenbelt, wetland or common property is strictly prohibited.
- 14.13 The owner or occupier is required to notify the Trustees and Security if any repairs / maintenance will be carried out at his / her section so as to avoid any unauthorized entry to the section or complex.

## 15. **ERADICATION OF PESTS**

- 15.1 An owner or occupier of a section shall keep his section free from white ants, other wood destroying insects, and other pests and insects and to this end shall permit the Trustees, the Managing Agent and their duly authorized agents or employees to enter his / her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate such pests. The cost of inspection, eradication of any such pests as may be found within the section, shall be borne by the owner of this section involved.

## 16. **NOISE AND NUISANCE**

### 16.1 **Noise**

- 16.1.1 No owner or occupier of a section shall make or allow to be made, an excessive noise at any time, so as to disturb the other units (excessive shall be at the discretion of the Trustees).
- 16.1.2 No owner or occupier of a section is permitted to run a generator.
- 16.1.3 The owner or occupier of any section shall not play, or cause, or permit to be played, any radio, television set, tape or other recording device, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other owner or occupier, or to any other person.
- 16.1.4 Permission from the Trustees, in writing, is required in advance for any parties or large social gatherings that are to take place at the recreation area. Weekday parties will stop at 22h00 (including a Sunday night) and weekend parties will stop at 24h00. It is the Trustees' discretion as to what constitutes excessive noise during the party and after the party. No consumption of alcohol is permitted in the common areas.
- 16.1.5 The Trustees reserve their rights in terms of disconnection of services in the event that the above rule is not adhered to.
- 16.1.6 No hobby or any activity, such as meetings, gatherings, weddings, funerals, etc. of any nature is permitted to which other owners or occupiers might object and which will create nuisance or disturbance (whether through noise or otherwise) to other owners or occupiers, and must comply with all relevant council by-laws.
- 16.1.7 Parking in the event of a social gathering, shall be dependent on demarcated parking bay availability. It would be the responsibility and cost of the resident hosting the social event to provide a security guard to watch the cars parked outside the complex, should there be no more demarcated visitor parking bays available within the complex.
- 16.1.8 In the event of a social gathering, please note that it is not the duty of the authorized agents or contractors' staff to clean up afterwards. It is the responsibility of the resident hosting the social gathering.
- 16.1.9 At the Trustees' discretion, actions will be taken should noise levels and behaviour be considered unacceptable and in contravention of the complex rules.

## 16.2 **Hooters**

16.2.1 No owner or occupier of a section shall sound or allow to be sounded any hooter unless in a case of emergency.

## 16.3 **Children**

16.3.1 No owner or occupier of a section shall allow any child to make noise in the immediate vicinity of any section. Children are to be requested to keep the noise levels as low as possible.

16.3.2 Children may not play in the roads, driveways or at the entrance of the gate or surrounding gate area. Parents will be responsible for the full account of any repairs undertaken when children in any way damage property, whether this is private or the complex common property. Children must be encouraged to not play near or around any parked vehicles so as to prevent any possible damage to private property.

## 17. **OWNER RESPONSIBLE**

17.1 The registered owner of a section shall be responsible for the conduct of all occupants of their section, their family, employees, guests and service providers. The registered owner shall provide occupants with the rules of the scheme as well as the Mariners Village Home Owners Association conduct rules and shall ensure compliance with the rules at all times. Should the rules be transgressed, the Body Corporate shall take action against the owner, who shall be responsible for all costs and damages associated with same.

## 18. **STAFF AND EMPLOYEES**

### 18.1 **Employment**

18.1.1 The members of staff that are required by the Body Corporate to maintain the premises shall be employed and dismissed by the Trustees only, at their own discretion.

18.1.2 No owner or occupier of any section, other than a person/s empowered by the Trustees to do so, shall instruct the staff (gardeners, security, cleaning, etc.) to do any work in the exclusive use area/s and / or common property, or to run errands or to do private work during normal working hours, except in a case of emergency.

18.1.3 All members of staff employed by the Body Corporate are employed to perform tasks pertaining to the running and upkeep of the complex; they may under no circumstances be used by any owner or occupier to perform private tasks whilst they are on duty.

### 18.2 **Complaints**

18.2.1 An owner or occupier who has a complaint about any member of staff is to report it in writing to the Trustees, and is not to reprimand any member of staff or person in any way.

### 18.3 **Domestic Employees**

18.3.1 Any owner or occupier of a section who has a domestic employee is to make sure that the employee knows and understands the conduct rules and adheres to them at all times. The employee is the owner or occupier's responsibility at all times.

## 19. **VISITORS**

19.1 Any owner or occupier of a section who receives visitors or guests is to make sure that their visitors

comply with these conduct rules as well as the Mariners Village Home Owners Association conduct rules at all times. The owner and/or occupier is responsible for the actions of all their visitors at all times.

## 20. **LETTING OF UNITS**

### 20.1 **Notification**

20.1.1 Should any owner let their property, they shall advise the Managing Agent in writing, prior to occupation by the occupier, of the name and contact details of the occupier, the period of the lease and provide the Trustees with a copy of the lease agreement.

### 20.2 **Rules**

20.2.1 The owner shall provide the lessee with a hard copy of all conduct rules as well as the Mariners Village Home Owners Association's conduct rules and other rules as an addendum to the lease agreement. The owner shall ensure that the lease agreement causes to bind the lessee to the said Rules. The registered owner will become liable for any contravention of the conduct rules by the occupier, visitor or employee.

### 20.3 **Obligation**

20.3.1 No letting or parting with occupation shall in any way release the owner from any of their obligations to the Body Corporate, in terms of the rules and / or in terms of the Sectional Titles Act 95 of 1986, or Sectional Titles Schemes Management Act 8 of 2011, as amended.

### 20.4 **Short term letting**

20.4.1 Any form of short-term letting/renting (apart from those described in 20.5 below under Commercial Activities), or advertising for short-term letting, is strictly prohibited. Short term letting is defined as any form of letting in which the Owner of a Property allows a third party to occupy (at a price or not) such Property for a period of less than 3 months, irrespective of such consent being in writing or verbally. For the purposes of this rule, advertising includes but are not limited to any form of written advertising contained in magazines, journals, newspapers or any electronic form of advertising on social networks and the internet.

### 20.5 **Commercial Activities**

20.5.1 The rule 14 of the conduct rules of the Master Association regulates all commercial activity within the Mariners Village development. No application for any trading or similar license may be made by a Member, to any local or other authority for the conduct of any commercial activity of any nature from any Property forming part of the Mariners Village development without the prior written consent of the Master Association, which consent shall not be unreasonably withheld.

20.5.2 All applications, giving full details, to carry on any type of business from Premises within the Mariners Village development must be submitted in writing to the Exco/Development Manager of the Master Association who will deal with the application at the next Exco Meeting. The Exco's decision is final.

20.5.3 Rule 14 of the conduct rules of the Master Association specifically states:

*“Notwithstanding anything contained in these Rules, the operation of a regular B&B (or Airbnb) in the Development shall only be allowed where:*

- 20.5.3.1 *The property is suitable for being operated as a B&B in the Development and that it complies with any of the Applicable Laws, ordinances, rules and regulations prescribed by the local or other authorities;*
- 20.5.3.2 *The Exco has approved the Owner’s application to operate a B&B (the operation of a guesthouse shall, however, never be approved);*
- 20.5.3.3 *The Owner obtains the necessary local authority’s licences/permits to operate as a B&B (if applicable) after first having obtained the Exco’s approval to do so;*
- 20.5.3.4 *The house occupancy maximum, as set out in the Rules, may never be exceeded;*
- 20.5.3.5 *Appropriate parking for tenants’ vehicles is available off street and off common property;*
- 20.5.3.6 *The owner has made prior arrangements with the Development’s security personnel;*
- 20.5.3.7 *The owner provides his/her tenants with a list of the Development’s Conduct Rules to adhere to;*
- 20.5.3.8 *The owner must ensure that his/her tenants understand that the Exco/Development Manager has the right to deny them entry to the Development should they repeatedly transgress the Rules and ignore the Exco’s/Development Manager’s subsequent warnings.*
- 20.5.4 *The following factors will play a role in the HOA’s decision whether to grant permission for operating a business in the Development:*
  - 20.5.4.1 *Will the business cause an unwanted influx of visiting vehicles into the Development?*
  - 20.5.4.2 *Will it have a negative impact on neighbouring properties?*
  - 20.5.4.3 *Does it have the potential to attract criminal elements into the Development?*
  - 20.5.4.4 *Will it depend on onsite advertisement and high visibility?*
  - 20.5.4.5 *Will it generate excessive noise?*
  - 20.5.4.6 *Will it fit in with the general character of the Development?*
  - 20.5.4.7 *Will it enhance or reduce the desirability of the Development for prospective investors?*
  - 20.5.4.8 *What will the effect of the business be on the general value of property in the Development?*
  - 20.5.4.9 *Will the business require additional building construction?*
  - 20.5.4.10 *How do the direct neighbours of the applicant feel about the intended business?*
  - 20.5.4.11 *What impact will the business have on access control and security?*
  - 20.5.4.12 *Will adequate parking be made available to prevent sidewalk parking?*
- 20.5.5 *The following further general rules shall apply:*
  - 20.5.5.1 *Only businesses where the owners are self-employed with no staff on site will be considered.*
  - 20.5.5.2 *All business applications may be approved subject to special criteria and conditions set by the HOA.*
  - 20.5.5.3 *All approved business shall be subject to all the local authority’s laws; by-laws and*



*regulations as may be applicable.*

- 20.5.5.4 *Legal business activities conducted exclusively on the internet is not prohibited.*
- 20.5.5.5 *The renting/letting of a spare room in a house by the owner, who is also living in the house daily, is not prohibited, provided that the owner and his/her tenants comply with all the applicable Rules and the HOA has been given prior written notice accordingly. It is, however, a prerequisite that the owner must provide at least one parking garage per room let where the tenant is renting the room for more than a week. Tenants may not park their vehicles in the streets or on any common property.*
- 20.5.5.6 *The occasional short-term "holiday" letting or swapping of a house is allowed, provided that the owner gives the HOA prior written notice accordingly. The house occupancy maximum, as set out in the Rules, may not be exceeded. Owners must ensure that the tenants are made aware of the applicable Complex rules and that they understand that the HOA shall deny them entry to the Development should they repeatedly transgress the Rules and ignore the HOA's/Development Manager's subsequent warnings.*
- 20.5.5.7 *No business advertising sign boards of any kind may be attached to or displaced on the property.*
- 20.5.5.8 *Any approval granted by the HOA to a Member to operate a business in the Development, may at any time be withdrawn by the HOA should the Owner not comply with this 20.5 or any special preconditions set by the HOA in its written approval letter in reply to the Member's original application to operate a business in the Development."*

## **21. BUSINESS OR LEISURE ACTIVITIES**

### **21.1 Sales**

- 21.1.1 No auction, jumble sale or any other sale shall be held on or in the property without first obtaining written permission from the Trustees.as well as the Mariners Village Home Owners Association.

## **22. COMPLAINTS**

- 22.1 Should an owner or occupier have a complaint of whatever nature, this should be directed to the Trustees in writing. No verbal complaints will be entertained.

## **23. TRUSTEES' DECISION IS BINDING**

- 23.1 In respect of the interpretation of these rules, and all decisions to enforce these rules, the Trustees' decision shall be binding on owners and occupiers. Any dispute arising out of any interpretation or enforcement of these rules may be referred to the Community Schemes Ombud in terms of the CSOS.
- 23.2 An owner or occupier of a section, who contravenes any conduct rule, shall be liable to Penalty Levies and/or Conduct Transgression Levies.
- 23.3 If as a result of a breach of any of these conduct rules by any owner or occupier, the Trustees

instruct an attorney, the defaulting owner or occupier shall be liable for all costs and charges of whatsoever nature on an attorney client scale incurred by the Trustees as a result thereof.

- 23.4 The Trustees have been elected by the owners to fulfill a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees person or property will result in legal action.

#### 24. **WRITTEN PERMISSION**

- 24.1 Written permission by the Trustees shall only be valid if signed by any 2 (two) Trustees.

#### 25. **BREACH OF THE SCHEME'S RULES OR PROVISIONS OF THE ACT**

- 25.1 If the conduct of an owner or an occupier of a section or his or her visitors in the opinion of the Trustees constitutes:
- 25.1.1 a nuisance, or
  - 25.1.2 a breach of any duty of the owner under the Management Act, or
  - 25.1.3 a breach of any of the duties of owners and occupiers of sections contained in prescribed management rules and conduct rules

the Trustees may furnish the owner or occupier with a written notice which may in the discretion of the Trustees be delivered by hand, email or registered post. In the notice the particular conduct which constitutes a nuisance must be described or the provision which has allegedly been contravened must be clearly indicated, together with the date of the transgression (if applicable), and the recipient must be warned that if he or she persists in such conduct or contravention, a Penalty Levy or Conduct Transgression Levy will be imposed on the owner of the section.

- 25.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular rule or section of the Management Act, the Trustees may convene a meeting of Trustees to discuss the matter.
- 25.3 A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner or occupier at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as he or she is permitted by the Chairperson, he or she may not participate in the conduct of the meeting.
- 25.4 After the owner or occupier has been given the opportunity to present his or her case, and if 75% (seventy five percent) of the Trustees present at the meeting agree that a provision of the scheme rules or the Management Act has been breached, the Trustees may by majority decision impose on the offender a Penalty Levy and/or Conduct Transgression Levy.. The monetary amount of the Penalty Levies and Conduct Transgression Levies in terms of this rule shall, at the request of any owner, be reviewed at any annual general meeting and may be amended by majority vote.
- 25.5 A Trustee shall not be entitled to participate at the meeting referred to in the above clause in that capacity if she or he or any person who occupies the section which she or he owns or represents is the alleged offender.
- 25.6 Any Penalty Levies and Conduct Transgression Levies imposed in terms of this clause may, if it is not paid by the offender within 14 (fourteen) days after the offender has been notified of the

imposition of the Penalty Levies and Conduct Transgression Levies, be added to the levies which an owner is obliged to pay in terms of section 3(1) of the Management Act and claimed by the Trustees as part of the monthly installments payable by the owner.

- 25.7 The Trustees and/or Managing Agents shall have the right to restrict the sale of utilities, being the supply of electricity, water and gas (if applicable), either due to non-payment of levies or due to non-compliance with the Rules.

## 26. **LOAN FACILITY**

- 26.1 The trustees are authorised to borrow funds against the security of levy debtors, to ensure the timeous payment by the Body Corporate of all invoices received from municipalities, local authorities and other service providers. Such a loan facility shall never exceed in value the total amount owed by levy debtors at any point in time. Should the trustees deem it necessary to loan any amount in excess of the levy debtors, whether in the form of a term loan or overdraft facility, same must be approved by a special resolution of owners, which resolution shall clearly state the maximum amount which may be loaned, as well as the time frame over which the loan shall be repaid.

## 27. **INDEMNITY**

- 27.1 The owner or occupier of a section, their family, employees, guests and service providers shall indemnify, defend and hold harmless the Trustees of the Body Corporate, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description; including any reasonable attorneys' fees and / or litigation expenses caused by, arising out of, or contributed to in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Board of Trustees, their employees, agents, representatives, or sub-contractors' employees, agents or representatives in connection with or incidental to the performance of their duties. The duly elected Trustees of this Body Corporate shall under no circumstances be held personally liable whilst performing their duties as Trustees unless found to be grossly negligent.