

EQUESTRIA RIVER ESTATE
BODY CORPORATE CONDUCT RULES AND REGULATIONS

1. USE OF SECTION / EXCLUSIVE USE AND / OR COMMON PROPERTY

No owner or occupier of a section may, without the prior consent of the Trustees:

- 1.1. Use the section for any purpose other than residential accommodation purposes.
- 1.2. Allow more than two adults in one bedroom residential unit, and six adults in a three bedroom residential unit excepting in special circumstances for a short duration with authorization.
- 1.3. Hold or permit to be held any auction or a fete in the section or on the common property.
- 1.4. No advertisement, name or lettering of any unsightly size, colour or character shall be painted on or affixed to any wall, building or structure on the property and no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of any building on the property.
- 1.5. Erect, store or leave or allow be erecting, keeping, storing or leaving any article or thing on any part of the common property.
- 1.6. Remove any shrub, tree or plant on or in the common property.
- 1.7. Erect any washing lines nor hang any washing or other items on any part of the building or the common property so as to be visible from outside the building or from any other section nor be exposed to view on the premises in any unsightly manner whatsoever.
- 1.8. No noisy and injurious activities shall not be carried on in any section or building and shall, at all times, be kept in such a state as not to be a nuisance or annoyance to any owner and/or occupier and surrounding neighbours.
- 1.9. Build any fires for braaiing purposes of any sort on the common property – only allowed in built braais.
- 1.10. An owner or occupier shall not place or do anything on any part of the common property or on the balcony, stoep or patio of his section which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building.
- 1.11. An owner or occupier shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including dust, food, scraps, cigarette butts or any other litter.

2. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS

All owners and occupiers shall ensure that their use of their section and of the common property and its facilities is at all times conducted in such a manner as not to:

- 2.1 Cause a nuisance, disturbance or inconvenience or annoyance to any owner or occupier, particularly in the form of loud music, radio or TV or irritable audible noisome sound.
- 2.2 Detrimentally affect the rights and interests of other owners or occupiers.
- 2.3 Owners and occupiers shall be responsible for the behaviour of their guests and shall be liable for any damage caused by them. Any damage caused by such guests shall be repaired at the cost of the owner or occupier concerned, within 14 days of notice by the Trustees, to the satisfaction of the Trustees.
- 2.4 No person shall be permitted to use roller blades, skateboards, bicycle, scooters and/or motor bikes and the like, in the parking area or any common property that may be designated by the body Corporate from time to time.

3. LEVY

- 3.1 It is recorded that the levy are due and payable in advance on the first day of each month and are payable within 7 (seven) days after which interest at a rate determined by the Trustees will be payable thereon. The levies shall be payable by way of a debit order.
- 3.2 In the event of an account remaining unpaid after the seventh day of the month, the Trustees shall have the right (without prejudice to any other rights available to the Body Corporate) to terminate the supply of electricity to the affected Section, and to terminate any other services which may be supplied from time to time.
- 3.3 **Tri-Point Property Development (Pty) Ltd** (hereinafter referred to as the Developer) is released from any and all obligation to pay any levies for any Units and/or exclusive use areas registered in the name of the Developer, for so long as the Developer remains the owner of a Unit and/or an exclusive use area in the sectional title scheme. However, notwithstanding the above, the Developer shall only be liable to make a contribution to the Body Corporate should a shortfall be encountered by the Body Corporate and then only to a maximum amount equivalent to the actual shortfall divided between all the units owned by the Developer in the scheme, provided that the Developer shall not be obliged to contribute per unit more than the prescribed monthly levy per said unit.

4. PETS

Pets are permitted in the unit or on the Common property.

5. MOTOR VEHICLES

- 5.1 Parking to be confined to the specified parking area owner/occupier and such owners and/or occupiers are under no circumstances allowed to park in the visitors' parking bays whatsoever, without the written consent of the Trustees.
- 5.2 All visitors are to be notified by the people whom they are visiting of where to park. No visitors may park under the allocated car ports. Parking is on a "first come, first served" basis.
- 5.3 No person may park their vehicle in such a manner as to obstruct, impede or inconvenience other vehicles from getting in or out.
- 5.4 No major servicing or repairs to motor vehicles are permitted anywhere on the property.
- 5.5 No trucks, caravans, trailers, boats or heavy vehicles may be parked within the scheme without the prior written consent of the Trustee
- 5.6 A breach of these rules above will entitle the Trustees to have any offending vehicle towed away to a public road or garage at the expense and risk of the owner of the vehicle or alternatively the owner of the section.
- 5.7 All vehicles shall be driven with due consideration to fellow residents at all times AND NOT AT AN EXCESSIVE SPEED - MAXIMUM 8 KPH. Anybody reported for reckless driving will be accountable for their actions. Hooting and noisy engine revving is not allowed.
- 5.8 Only vehicles owned by owners or occupiers may be washed on the common property. The use of hose pipes and taps for the purpose of washing vehicles is restricted to owners or occupiers.

6. INSURANCE

- 6.1 The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the owner/occupier in question.
- 6.2 An owner/occupier shall not do or permit to be done 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 or which may tend to vitiate any such insurance policy nor bring onto the premises or building any hazardous substances and/or any form of machinery whatsoever.

- 6.3 An owner/occupier shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy

7. REFUSE REMOVAL

An owner or occupier of a section shall:

- 7.1 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.
- 7.2 For the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees.
- 7.3 Only household refuse will be accepted for disposal in the Municipal bulk refuse containers, and then only on the condition that it is packed in accordance with this sub-rule above.
- 7.4 No garbage and/or rubble may be left outside the section except for collection. It may not be left out overnight.

8. DAMAGE, ALTERATIONS OR ADDITIONS TO A SECTION AND TO THE COMMON PROPERTY

- 8.1 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 prior written consent of the Trustees.
- 8.2 To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to:
- 8.2.1 Install any locking device, safety gate, burglar bars or other safety devices for the protection of a section;
- 8.2.2 Install a canopy on a section;
- 8.2.3 Install a screen or other device to prevent the entry of animals, insects, etc.;
- 8.2.4 Install any outside TV aerial, satellite dish, etc.;
- 8.2.5 Make any structural, decorative or other alteration or addition to a section externally or internally to the extent that it can be seen externally.
- 8.2.6 Owner or occupier of a section shall ensure any broken window pane is replaced within 3 days of breaking from whatsoever cause.

8.3 Should any damage of whatever nature be caused to the Common Property, by an owner, his family, his tenants or his visitors, such owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

9. ADVERTISEMENT/SIGNS

No signs of any kind shall be displayed in the windows of any Section, nor on the Common Property without the prior written consent of the Trustees.

10.MAINTENANCE

A list of any maintenance requirements required on the Common Property (such as blown light bulbs) must be submitted to one of the Trustees.

11.STORAGE OF ITEMS

- 11.1 No items of any unsightly nature shall be stored where it would be visible on balconies, or in entrance courts, under car ports, or anywhere on the Common Property.
- 11.2 Storage of inflammable materials is STRICTLY PROHIBITED (other than petrol in cars) and all owners are advised that storage of such materials is in contravention of the insurance requirements.

12.EMPLOYEES OF BODY CORPORATE

The employees of the Body Corporate will report to an elected Trustee (or person) only. They may not be employed to do private work for owners.

13.OWNERS LEASING UNITS

Any owner, who decides to let, lease or proposes to make any changes in the occupancy of his unit, shall prior to doing so advise the Trustees of his intention and submit to the trustees the names of the new occupants of his unit. The owner remains responsible for the payment of levies in advance.

14.CLAUSES FOR LEASE

The following Clauses are to be included in all leases.

- 14.1 "It is recorded that the premises are part of a unit of a Sectional Titles Scheme and that the building and land are controlled managed and administered subject to the provisions of the Sectional Titles Act 1986 by means of rules for the control management administration, use and enjoyment of units and the common property. It is accordingly agreed that:-
- 14.1.1 Notwithstanding the provision of Clause _____ of the lease, the premises shall mean the unit consisting of unit no (corresponding to unit no) and its share in the common property as shown and more fully described on a unit plan no in the Body Corporate known as "Equestria River Estate".
- 14.1.2 Without prejudice to the provisions of the lease, the rights and use and enjoyment of the premises by the lessee are subject to the provisions of the Sectional Title Act 1986, as amended and a breach of the regulations promulgated thereunder or the Conduct Rules shall be a breach of the Lease.
- 14.1.3 Any Trustee or person appointed by the Board of Trustees may at the request of the Board of Trustees be permitted to investigate the validity of any alleged breach of the Conduct Rules.
- 14.1.4 The Managing Agents and Body Corporate must be advised of whom the Lessee is as well as the names of the person living on a permanent basis in the unit.
- 14.1.5 In the event of a Lessee committing a breach of any of the Conduct Rules then the Lessor shall upon written request by the Trustees instruct the Lessee to vacate the said unit and complex within 30 (thirty) days.
- 14.1.6 In the event of extreme circumstances as determined by the Trustees the period to vacate the unit and premises may be shortened at the discretion of the Trustees to any period less than 30 (thirty) days.

15.FINES

Owners of units are liable to incur fines per month if they or their tenants or other lawful occupants or visitors are in contravention of any of the above rules.

16.ACTIVITIES ON COMMUNAL AREAS

No hobbies or other activities may be conducted on the communal areas if they cause nuisance to the owners and/or occupiers. The Trustees shall be the final adjudicators resolving complaints of this nature.

17.USE OF THE UNIT

- 17.1 The unit shall be used by the Purchaser for residential accommodation purposes only.
- 17.2 The Purchaser shall have the right of reasonable use, having regard to the right of the other Purchasers and/or occupiers, of the common areas of the Development.
- 17.3 The Purchaser shall be responsible for and make good any loss of, damage and unapproved additions and alterations to the common areas and the furniture and fittings therein belonging to the Body Corporate, together with any damage sustained to any other accommodation Units of the Development caused by any act of default on the part of the Purchaser and/or occupant of the Purchaser's Unit or any of its invitees or any other person permitted access to the common areas or other accommodation Units of the Development by the Purchaser and/or occupier.
- 17.4 The Purchaser will not use or permit the Unit to be used for illegal or improper purposes, or in a manner, which creates a disturbance to other persons.
- 17.5 The Purchaser undertakes to comply with the Management and Conduct Rules and any other measures imposed by the Body Corporate from time to time and shall ensure that its invitees so comply.

18.RECREATIONAL AREA

The recreational area situated on the common property may only be used after having secured a booking with the Body Corporate, and then only on the terms and Conditions that the Body Corporate may direct.

19.SUGGESTIONS AND COMPLAINTS

All suggestions and complaints, violation of these rules, or any other cause of concern are to be given in writing to the Chairman of the Body Corporate, feedback will be given in writing either directly or through the minutes of the meeting.

20.GENERAL

- 20.1 The board of Trustees or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section and/or exclusive use area or any member of his family, his employee or servant of his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common

property or in the individual section by reason of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the Trustees of any of the Trustees employees, servants, agents or contractors;

- 20.2 The Trustee or its agent's representatives and servants 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 any other property.
- 20.3 No firearms or pellet guns may be discharged on the common property.
- 20.4 An owner shall not use or permit his home to be used for any purpose, which is injurious to the reputation of the scheme.
- 20.5 All members of the Body Corporate shall be obliged to become member of the Home Owners Association on the date of registration of transfer.

Owners and residents are strongly advised to familiarise themselves and their families with the Schedule of House Rules of the "Equestria River Estate" Body Corporate and endeavour to adhere to them.

REMEMBER THESE RULES ARE FOR THE BENEFIT OF EVERY OWNER / RESIDENT