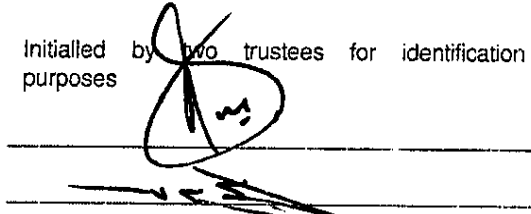


**SCHEDULE**

Initialled by two trustees for identification purposes



(N.B. Trustees to initial each page of the Conduct Rules)

**BODY CORPORATE OF TUSCANY**

No. SS 200/2005

**CONDUCT RULES**

SUBSTITUTED IN TERMS OF

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

1. ***ANIMALS, REPTILES AND BIRDS***
  - 1.1 An owner or occupier of a section shall not keep any dog, cat, other animal, bird or reptile in a section or on the common property, including an exclusive use area without the prior consent in writing of the trustees.
  - 1.2 When granting such approval, the trustees may prescribe any conditions.
  - 1.3 The trustees may withdraw such consent in the event of a breach of any condition of such consent.
  - 1.4 The feeding of feral cats or wild animals, e.g. monkeys, is strictly forbidden.

2. **REFUSE DISPOSAL**

Refuse shall be securely wrapped in plastic bags. Unless the trustees have arranged for refuse to be collected by staff, refuse shall be placed in the bins located and provided on the common property and the lids shall be securely replaced. Unwanted household goods and wrappings and refuse other than normal kitchen bin domestic refuse shall be removed from the complex by owners and occupiers.

3. **VEHICLES AND PARKING**

- 3.1 A vehicle shall be deemed to include a motorcycle and a trailer, none exceeding 1.5 tons.
- 3.2 An owner, occupier, contractor or visitor shall not park so as to leave unattended any vehicle upon the common property without the prior written consent in writing of the trustees and shall not park a vehicle in a parking bay or garage without due authority or entitlement. Notwithstanding the foregoing, the trustees shall be entitled to designate in writing parking areas for visitors, contractors and additional parking for owners and occupiers within restricted periods and time limits as stipulated by the trustees. The trustees may charge rentals for additional parking.
- 3.3 The trustees may cause to be wheel-clamped, removed or towed away, at the risk and expense of the owner or user of the vehicle, any vehicle parked on the common property in breach of these rules without prejudice to the disciplinary proceeding and imposition of fines referred to in these rules.
- 3.4 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and contractors, do not drip oil or brake fluid onto or in any other way deface the common property including an exclusive use area.
- 3.5 An owner or occupier shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, including an exclusive use area or in a section.
- 3.6 No buzz bikes, bicycles, tricycles, roller skates, scooters or skate boards shall be used on the common property.
- 3.7 No person shall sleep in any vehicle parked on the common property, including an exclusive use area or in any garage.
- 3.8 Save with the prior written consent of the trustees, mobile campers, caravans and boats shall not be brought onto any portion of the common property, including an exclusive use area or garage.
- 3.9 The trustees may issue directives for the washing of vehicles.
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4. **DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

4.1 An owner or occupier 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.

4.2 An owner or occupier shall not install –

4.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section; or

4.2.2 any screen or other device to prevent the entry of animals or insects;

without the prior written consent of the trustees who shall be entitled to prescribe the nature and design of the device and the manner of its installation.

4.3 No air-conditioning unit, awning, external blinds, satellite dish, television aerial or flagpole shall be installed on any part of the common property, including an exclusive use area, without the prior written consent of the trustees and, where applicable, the local authority. Any approved installation shall be repaired and maintained by the owner, failing which the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

5. **APPEARANCE FROM OUTSIDE / STORAGE ON COMMON PROPERTY**

5.1 An owner or occupier shall not construct or place anything on any part of a section or the common property, including an exclusive use area and including balconies, decks, patios, stoeps and gardens which is aesthetically displeasing or undesirable when viewed from the outside of the section.

5.2 An owner or occupier shall not store or leave, or allow to be stored or left, any article or thing in any part of the common property except with the written consent of the trustees first having been obtained.

6. **SIGNS AND NOTICES**

An owner or occupier shall not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section so as to be visible from outside the section without the written consent of the trustees first having been obtained.

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7. **LITTERING**

An owner, occupier, contractor or visitor shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps, unwanted post or any other litter whatsoever. Junk mail, brochures and leaflets shall be discarded in the bins provided.

8. **LAUNDRY AND WASHING LINES**

An owner or occupier shall not erect his own washing lines nor hang any washing or laundry, bathing costumes, towels or any other items on any part of his section, his exclusive use area, the building patios, balconies or the common property so as to be visible from outside the buildings or from any other sections.

9. **STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

9.1 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 put the premises at risk of damage or increase the rate of the premium payable by the body corporate on any insurance policy.

9.2 Save for his exclusive use area, an owner or occupier shall not repair, alter or interfere with the electrical supply on the common property. Electrical faults shall be reported to the trustees.

10. **LETTING AND PARTING WITH OCCUPATION OF SECTIONS**

10.1 In order to maintain the appeal, value and status of the complex it is the policy of the body corporate to discourage frequent weekend or short-term letting or occupation by persons other than the owner, his family and *bona fide* friends, which makes it difficult to identify and control occupiers and enforce the rules and manage and supervise the complex. It increases the security risk and introduces an occupier who does not necessarily have the same proprietary interest in the complex.

10.2 An owner shall not let his section without the prior consent in writing of the trustees, which consent shall not be unreasonably withheld. An owner shall furthermore not advertise his section for rental or permit an agent to advertise or obtain tenants for his section unless subject to the said condition. The trustees may require all tenants to be interviewed by their representative.

- 10.3 Save with the prior written consent of the trustees, which consent shall not be unreasonably withheld, an owner shall not part with the occupation of his section to any person other than his family and *bona fide* friends, whether for part of a day or night or otherwise. Such prohibition shall include parting with occupation for direct or indirect reward or for no reward.
- 10.4 Save with the prior written consent of the trustees, which consent shall not be unreasonably withheld, an owner which is a corporate entity or a trust shall not permit occupation of the section save by a member of the corporation or by a beneficiary of the trust (as the case may be), or the family and the *bona fide* friends of that member or beneficiary.
- 10.5 In granting consent as aforesaid, the trustees shall be entitled to impose such conditions, to vary same and to withdraw consent in their discretion. In particular, the trustees shall be entitled to refuse or withdraw consent where persons who have occupied or who are occupying an owner's unit have caused or are the cause of a nuisance or security problem.
- 10.6 An owner shall, for reasons of security and to permit the monitoring of the movement of the occupiers, be obliged to give prior notice to the trustees or the supervisor (if there is one) or their designated agent by fax or letter of the persons who will from time to time occupy the section and the owner's authority for such occupation.
- 10.7 An owner and, in particular, a corporate entity or trust, shall not be entitled to constitute himself or itself as to contractually share the use of a section and the obligations to the body corporate between more than four natural persons. The intention of the foregoing is to prohibit any form of direct or indirect time-sharing between more than four persons.
- 10.8 The supervisor (if there is one) or a security officer appointed by the trustees shall be entitled to call upon any person to identify himself or herself and to refuse entry to the common property and any section to any person who is unable to reasonably identify himself or herself with the owner's authorization to occupy the section; likewise the trustees shall be entitled to take whatever steps they deem necessary to remove from a section and the common property any person whom they were entitled to deny entry aforesaid.
- 10.9 No such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the body corporate in terms of the Act.
- 10.10 All tenants of sections and other persons granted rights of occupancy by an owner of the relevant section as well as visitors, contractors and any employees, are obliged to comply with these conduct rules, the management rules and the provisions of the Sectional Titles Act of 1986, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

11. **ERADICATION OF PESTS**

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

12. **REMOVALS AND DELIVERY OF FURNITURE**

12.1 Owners and occupiers shall advise the trustees or the supervisor (if there is one) seven days in advance of the intended day of the removal or delivery of furniture or any other heavy goods. Removal vans shall not impede the flow of traffic.

12.2 The trustees shall be entitled to impose a weight restriction upon the vehicle and its load before such vehicle is permitted to travel on the roads of the body corporate.

13. **NUISANCE**

13.1 An owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of the common property, including an exclusive use area, or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or inconvenience to any other owner or occupier of a section, to the supervisor or staff of the body corporate or to any other person lawfully present.

13.2 Owners and occupiers shall cause quietness to be maintained between 22h00 and 07h00 on all days and, in addition, between 14h00 and 16h00 on Saturdays, Sundays and public holidays in sections and on the common property, including exclusive use areas.

13.3 Motor hooters shall not be sounded on the common property. The revving of engines of motor cars with noisy exhausts shall be deemed to constitute a nuisance.

13.4 Radios, musical instruments, record players and television receivers shall be used in such a manner as not to disturb owners or occupiers in adjoining sections.

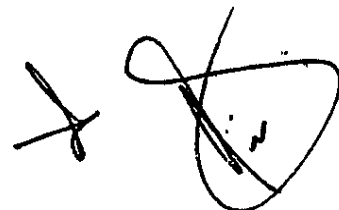
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- 13.5 An owner shall be required to keep his air conditioning unit in a good state of repair so as not to cause undue noise to adjacent sections, failing which the trustees shall be entitled to have it repaired at the owner's cost.
- 13.6 Building operations in a section or exclusive use area, including drilling, hammering, sawing and any other noise-creating repairs, whether carried out by the owner or a contractor, shall only be carried out between the hours of 08h00 and 16h00 weekdays and 08h00 and 12h00 over weekends and public holidays. All building operations shall be expeditiously completed.
- 13.7 Fireworks shall not be lit or discharged in any section, exclusive use area or on the common property.
- 13.8 No ball games shall be allowed on the common property.
- 14. **USE**
- 14.1 An owner or occupier shall use or permit the use of his section, including an exclusive use area, for residential purposes only.
- 14.2 In particular, an owner or occupier shall not :
  - 14.2.1 Employ any person to work in the section for reward or otherwise, save as a domestic worker.
  - 14.2.2 Carry on any profession, practice, occupation, trade or business in or from the section.
- 14.3 Notwithstanding **14.1** and **14.2** an owner (not an occupier) shall be entitled to make application in writing to the trustees for limited relaxation of these rules and the trustees may then approve with the owner a written consent to the relaxation on such terms and conditions and for such period as they, in their discretion, deem fit.
- 14.4 The maximum number of persons who may permanently reside in or occupy a section overnight is six persons. No person shall be entitled to sleep in a garage or on the common property, including an exclusive use area.
- 15. **REPAIRS / ALTERATIONS TO SECTION AND EXCLUSIVE USE AREA**
- 15.1 An owner shall repair and maintain his exclusive use area in a state of good repair, failing which the provisions of the Management Rules shall apply.

- 15.2 No structural alterations, additions, enclosure of a patio or balcony and no building work which according to National Building Regulations requires the consent of the local authority, shall be carried out in or to a section or exclusive use area until plans of same have been furnished to the trustees and their prior written consent has been obtained. Any consent shall be conditional upon local authority approval where applicable. The alterations and additions referred to above shall also include the tiling or retiling of floor surfaces other than in a kitchen or bathroom. In particular the trustees shall have regard to the noise factor created by tiled surfaces above bedrooms.
  - 15.3 Prior to granting consent the trustees may require a certificate from an engineer that the stability of the building is not impaired.
  - 15.4 In granting consent the trustees may impose reasonable conditions as to the work and may request a deposit of money as security for damages as well as payments for the excessive use of any lift where applicable.
  - 15.5 Repairs or alterations to electrical wiring and plumbing shall be effected only by a person qualified to do so and such work shall comply with the standards and bye-laws of the relevant local authority.
  - 15.6 The enclosure of balconies and the replacement of windows and of external doors of a section are required to conform to the style and standard determined by the trustees for the premises as a whole.
  - 15.7 An owner shall be responsible for the conduct of his contractors and their employees, all of whom shall comply with the security provisions in Rule 10 and, in particular, the obligation to provide proper identification.
  - 15.8 An owner shall also observe the rules relating to the making of noise.
  - 15.9 Notwithstanding that an external window or door (including a garage door) of a section may comprise common property, the owner of that section shall be responsible for the repair or replacement of that window, window panes or door and ancillary fittings at his own cost whenever same shall become damaged, defective or worn out unless the damage is covered by insurance. Replacements shall conform to the style and standard determined by the trustees for the premises as a whole. Owners shall conform with the exterior colour codes directives issued by the trustees.
16. **GARDEN AREAS, STAFF AND SECURITY**
- 16.1 The body corporate gardens shall be subject to the control of the trustees.
  - 16.2 Owners and occupiers shall not give instructions to staff, provided that they shall be entitled to employ staff out of their usual hours of employment for casual work.



- 16.3 An owner or occupier shall be entitled to plant small shrubs and flowers in the immediate vicinity of his section. No trees or large shrubs shall be planted without prior written approval of the trustees. Save for the foregoing, owners and occupiers shall not plant any trees, shrubs, flowers or plants of any kind on the common property nor cut down, dig out or remove same.
- 16.4 An owner or occupier shall not make use of any plant, machinery or equipment of the body corporate without the prior written consent of the trustees.
- 16.5 The trustees shall be entitled to require employees of owners and occupiers to provide their names and identity numbers, to carry a permanent card of identification and to take whatever other steps the trustees may deem necessary for the security of the premises. The cost of any or all of the aforementioned shall be borne by the owner/occupier. Keys or remotes which give access to the complex shall not be provided to domestic employees and non-residents.
- 16.6 An owner or occupier shall for security reasons give prior notice to the supervisor (if there is one) or, alternatively, to the trustees of any repair person or service provider who is to gain access to his section unless supervised personally by the owner.
17. **ENFORCEMENT OF RULES BY FINES**
- 17.1 In the event of an alleged breach by an owner of any of his obligations under the Act or any of the management or conduct rules, then the trustees shall have the remedies hereafter set out in addition to and without prejudice to any other remedy available.
- 17.2 The trustees shall be entitled to summons an owner or occupier to appear before a committee of not less than two trustees to answer any alleged breach referred to in 17.1 and to show cause why a fine should not be imposed.
- 17.3 The owner shall be given written details of the alleged breach and reasonable notice of the hearing.
- 17.4 The hearing shall be held as soon as possible and shall be informal. The committee shall consider evidence and documents relating to the alleged breach. The owner or occupier may be represented and shall be allowed to present evidence and documents.
- 17.5 After the hearing, the committee shall reach its decision and give written notice thereof to the owner together with any fine imposed.
- 17.6 The trustees shall be entitled to impose fines not exceeding R5 000.00 for any breach referred to in this rule.

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- 17.7 Should the owner fail to appear at the hearing, then the committee shall reach its decision in his absence and thereafter notify the owner in writing.
- 17.8 In the event of the owner disputing the decision or the amount of the fine, such dispute shall be resolved by arbitration in terms of Management Rule 71.

18. **LEVIES AND OTHER CHARGES PAYABLE BY OWNER**

- 18.1 The trustees shall be entitled to make administrative charges against an owner (to be fixed by the trustees in their discretion) for sundry expenses caused by an owner such as obtaining legal, accounting and technical advice, letters written, faxed or sent by e-mail, telephone calls or work generally done, bank charges or other expenses incurred. This shall apply in particular to expenses arising from :

- 18.1.1 the failure of an owner to pay any amount to the body corporate timeously;
- 18.1.2 an owner being in breach of the Act or the Rules or any directive issued by the trustees;
- 18.1.3 an owner making a cash payment into the bank account of the body corporate or its agent;
- 18.1.4 the provision of any letter or document for or on behalf of an owner;
- 18.1.5 call-out time for lost keys, water leaks, electricity faults.

- 18.2 All monies due to the body corporate shall be allocated firstly to amounts other than levies and contributions and only thereafter to levies and contributions.

- 18.3 Unless otherwise resolved by the trustees, all levies or contributions shall be payable by members monthly in advance on the first day of each and every month.

- 18.4 The trustees shall have the right to charge interest on late payments of levies, fines or other amounts due to the body corporate at such interest rate as they shall decide from time to time.

19. **SLAUGHTERING OF ANIMALS**

No slaughtering of animals or birds shall be permitted in any section or on the common property.

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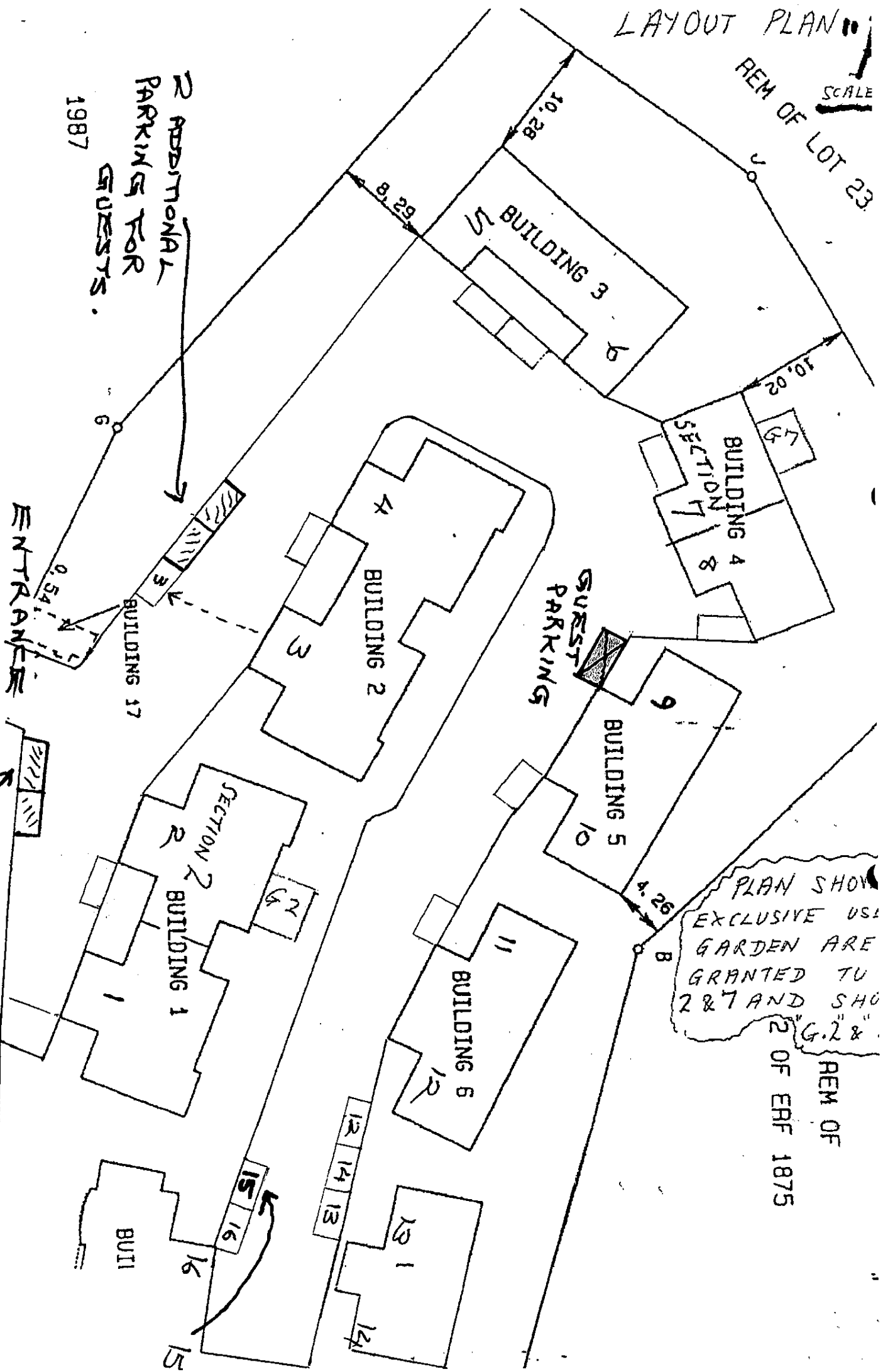
LAYOUT PLAN

SCALE  
REM OF LOT 23

2 ADDITIONAL  
PARKING FOR  
GUESTS.  
1987

ENTRANCE

2 GUEST PARKING



20. **LETTING / TRANSFER OF SECTIONS COMPRISING GARAGES**

The owners of sections or exclusive use areas which comprise garages or parking bays shall not be entitled to let same to any person or entity who is not already an owner or occupier of one of the other sections in the scheme. In particular the trustees shall be entitled to prevent any person or entity from hiring, using or occupying such sections or exclusive use areas unless the hirer, user or occupier is also the owner or occupier of one of the other sections.

21. **TRUSTEES' DIRECTIVES**

In their obligation to do all things reasonably necessary for the control, management and administration of the common property, the trustees shall be entitled to issue reasonable written directives in elaboration of these conduct rules which shall be binding upon owners, occupiers, contractors and visitors.

22. **EXCLUSIVE USE GARDEN**

22.1 In terms of section 27 A of the Sectional Titles Act No. 95/1986, a right of exclusive use and enjoyment of a part of the common property (hereafter referred to as EUA) shall be conferred upon a member of the Body Corporate in his capacity as owner, from time to time, of his respective section –

22.1.1 in accordance with a layout plan to scale annexed hereto marked "A" on which is clearly indicated the locality of the distinctive numbered EUA, the purpose for which the EUA may be used and the section to which it is allocated.

22.2 Subject to any restrictions against registration thereof, the provisions of the Act and the prescribed Management and conduct Rules relating to exclusive use and/or exclusive use areas shall apply to such EUA set out in this Rule.

22.3 The owner shall at all times, at his own expense, repair and maintain his EUA.

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