

BODY CORPORATE OF HORIZON VIEWS

CONDUCT RULES

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

PRELIMINARY

1. The rules contained in this schedule shall not be substituted, added to, amended or repealed except by special resolution of the members of the Body Corporate in accordance with the Act.

INTERPRETATION

2. In the interpretation of these rules, unless the context otherwise indicates -
 - 2.1 "Act" means the Sectional Title Act No. 95 of 1986, as amended from time to time and any regulations made and in force thereunder.
 - 2.2 The words used shall bear the meanings assigned to them in the Act.
 - 2.3 Words importing -
 - 2.3.1 the singular number only shall include the plural, and the converse shall also apply;
 - 2.3.2 the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
 - 2.4 "Trustees" includes an alternative Trustee.
 - 2.5 "the buildings" shall mean to the building's which these rules apply.
 - 2.6 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 rules.
 - 2.7 "owner" shall be deemed to be the owner of a section and includes any person occupying a section through or under an owner or as his non-paying guest or invitee from time to time and includes any tenant or occupier of such section.

IMPROVEMENTS ON OR TO THE COMMON PROPERTY

3. No improvement shall be made on or to the common property unless a proposal to make such improvements has been approved by a unanimous resolution at a general meeting of owners of sections.

USAGE

4. Any use of radio and televisions sets, music players, recording equipment and the like or the playing of musical instruments in the residential portion to the extent that owners are disturbed is prohibited.
5. All owners of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners of the building, and in accordance with the rules and any house rules made in terms of these rules, and of the provisions of the Act. This rule shall likewise apply to guests and employees of owners of sections while they are in the buildings and/or common property.



6. The owner shall not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other owner of the buildings or member of the Body Corporate, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interest of any other owner of the buildings or member of the Body Corporate.
7. The owner shall at all times maintain his section in a good, clean and neat order and condition, and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections and maintenance of all electrical connections in the section, and repairs of whatever nature including repairs to doors and windows. The Body Corporate shall have the right to inspect all plumbing facilities and electrical installations from time to time to ensure proper maintenance of same. All glass windows and doors forming boundaries of the section must be kept clean. Any water, electricity, sewerage and other service piping, which is in the walls, ceiling or floor of a section, shall be maintained by the owner of such section. Where the same serves more than one section, then the obligation to maintain shall not jointly and severally upon all owners of sections served thereby. In the event of any dispute as to liability, such dispute shall be resolved by the Managing Agent acting as expert whose decision shall be final and binding, where necessary an expert in the respective field shall be employed.
8. An owner shall not keep or do anything on the common property after notice in writing in that regard from the Trustees nor shall an owner 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 had or obtained.
9. An owner shall not erect any structure or alter or remove any shrub, tree or plant on or in the common property without the written consent of the Trustees first having been had and obtained.
10. No drinking of alcohol shall be allowed on the common property.

LETTING

11. An owner may let or part with occupation of his unit provided:
 - 11.1 that no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the Body Corporate, hereunder or in terms of the rules or any house rules made in terms thereof or of the Act;
 - 11.2 that as a condition precedent to any such letting and/or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is given as the case may be, an undertaking in favour of the Body Corporate that such lessee or person shall duly observe all these rules and regulations and conditions as are contained in the rules and in the Act. Such undertaking shall be in such terms as the trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such lessee or person being given occupation of the unit.

PETS

- 12.1 No more than 1 (one) small pet shall be kept or harboured in the section. No animals are allowed at any time on any public area as defined in the Association Rules.
- 12.2 Pets must not cause a disturbance at any time.
- 12.3 Owners and occupiers are responsible for the removal of all their pet's excrements.

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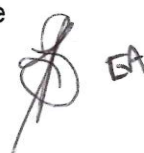
- 12.4 Dogs shall be leashed and properly controlled when on the common property.
- 12.5 Bitches on heat are not allowed anywhere on the property at any time.
- 12.6 Cats, which have not been spayed or neutered, may not be kept on the property.
- 12.7 Animals which in the opinion of the Trustees may be described as vicious may not be kept on the property.
- 12.8 Animals are required to wear collars and bear tags showing the addresses and telephone numbers of their owners.
- 12.9 An authorized representative of the Body Corporate may remove or cause to be removed, temporarily or permanently, any animal found on the property in contravention of the rules. Costs incurred as a result of such removal, such as capture and pound fees, shall be borne by the owner of the section where the pet was accommodated or by the owner of the pet concerned. The Trustees, Body Corporate, the authorized representative or any employee or agent of the Body Corporate shall not be liable for any injury to the pet thus removed or for any loss to any person.

AIRCONDITIONING UNITS AND TELEVISION AERIALS

- 13.1 No owner shall place or allow to be placed in a section or any part thereof (or any part of the common property which he is entitled to occupy) any airconditioning equipment, or apparatus, or television aerial or equipment which requires attachment to the structure of the building, except with the prior written consent of the Trustees, who in giving such consent may impose such conditions as to the method of installation, type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit.
- 13.2 Each owner shall be, responsible for the maintenance, replacement and/or any costs relating to the sections airconditioning unit and/or compressor.

ALTERATIONS

14. The owner may make alterations to the interior of the section, but no structural alterations nor alterations to the water, electric conduits or plumbing may be effected without the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose.
15. An owner may place in the section at his own expense any improvements, additions or fixtures such as mantels, lighting fixtures, refrigerators, cooking ranges, woodwork paneling, ceilings, doors or decorations which will not cause any damage to the building, subject always to the condition that the owner shall at all times only use such electrical appliances and fittings as shall comply with the electrical wiring of the building and shall at no stage do anything which is likely to endanger or jeopardise the safety of the building.
16. No exterior blinds, awnings or other fittings shall be installed by residential owners save with the prior written approval of the Trustees. Blinds, awnings and other fittings which are visible to the public view shall be maintained in a state of good repair and clean condition, failing which the Trustees shall have the right to require their removal or, alternatively, to attend to the repair thereof at the cost and expense of the owner. Colours and types of any blinds and awnings or of exterior paintwork on doors, windows, window frames, balustrades, balcony walls and ceilings shall not be changed without the prior written approval of the Trustees. With exception of the developer who reserves his right to install exterior blinds, awnings or others as he sees fit as long as the local authority by-laws are adhered to.

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17. No owners to install signage as it sees fit as long as Municipality by-laws are adhered to, shall place or allow to be placed any signs, writing or notices in or upon any portion of the common property except with prior written consent of the Trustees, who in giving such consent may attach any conditions thereto as they in their absolute discretion shall deem fit.
18. No work, which causes undue noise, may be carried out except between the hours of 7am and 5pm on weekdays or 9am and 12 noon on Saturdays. No work, which causes undue noise shall be carried out on Sundays and Public Holidays.

SUBDIVISION

19. No owner shall subdivide, partition or consolidate any unit or section or any part thereof without first obtaining the prior written approval of the Trustees of the Body Corporate, which in giving such approval may attach such conditions thereto as they in their absolute discretion shall deem fit. No owner shall, in any manner whatsoever, embark upon a time-sharing scheme in respect of any unit or part thereof by way of marketing, leasing, selling or in any other form or method of alienation.

ELECTRICITY AND WATER

20. The owner shall make his own arrangements with the Local Authority for the opening of an electric and water current account and for the supply of such current and to pay for all electric light and consumption in the section.
21. The owner of a section shall have no claim whatsoever against the Body Corporate for any interruption of electricity and/or water services and/or any other municipal service which may be supplied to the unit and for any interruption or cessation of other services to the property irrespective of the cause thereof, nor for any consequential damage the owner may suffer by reason of such failure or interruption.

REFUSE REMOVAL

22. An owner or occupier of a section shall:
 - 22.1 be responsible for the removal of all refuse, and debris from his section.
 - 22.2 not place or allow or cause to be placed any refuse/rubbish on the common property or part thereof except in such place or places specially designated on the Sectional Plan for the placing of refuse/rubbish or specifically designated by the Trustees, except between 07h00 and 07h30 subject to the discretion of the Trustees for removal by the Body Corporate staff..
 - 22.3 maintain in a hygienic and dry condition a receptacle for refuse within his section, his exclusive use area or any part of his common property as maybe authorized by the Trustees in writing.
 - 22.4 ensure that before refuse is placed in such receptacle, it is securely wrapped or in the case of tins, or other containers, completely drained.
 - 22.5 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees.
 - 22.6 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 3 above.
 - 22.7 not deposit, throw or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

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INSURANCE

23. 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 in question.
24. An owner shall not do or permit to be done in his section or on 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.
25. An owner 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.

CLEANERS

- 26.1 For security purposes no worker or domestic help may be employed by any of the Occupiers unless prior permission of the Trustees has been obtained, which may be withdrawn at any time by the Trustees if due cause is shown. Employees and domestic help are obliged to wear authentic identification cards while in Sections or on Common Property. In the event of the Owner or Occupier receiving notice of withdrawal, he shall ensure that the worker in question vacates the property or the Section within the stipulated period.
- 26.2 No employee or domestic help is permitted to sleep on the common property at any time.
- 26.3 The services of Body Corporate employees may not be utilised by Owners/Occupiers/Residents, either in or outside of working hours, without the prior permission of the Trustees or manager (if so appointed).
- 26.4 An Owner/Occupier shall not interfere with the Body Corporate's Contractors or their staff in the course of their duties on the common property. Complaints, suggestions or requests are to be directed to the Chairman of the Body Corporate in writing.

LAUNDRY

27. The owner shall not allow any of his or her linen or clothing to be hung on the outside of any section or on the common property. Carpets and mats shall not be shaken, dusted or beaten outside the doors or through the windows.

AUCTION SALES

28. The owner shall not hold or allow to be held, any auction sale in the section or any portion of the common property under any circumstances.

GAMES

29. No owner shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the building. No games, bicycle riding, skateboard riding, roller skates or recreational activities of any nature shall be permitted in any part of the common property.

HAZARDS

30. An owner shall take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their sections.

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31. No obstructions of whatsoever nature, may be placed within the corridors and stairways.
32. Fire hoses must not under any circumstances be used for private purposes, but must be used for the purpose of fire fighting only.

BUILDING RUBBLE

33. No building or other rubble or any waste material shall be dumped on the common property at any time.

SECURITY

34. Visitors must at all times conduct themselves in a quiet and orderly manner so as not to cause a disturbance in any other portions of the development.
35. Unauthorised traders, hawkers or others found causing a nuisance on the premises should be reported to either the Managing Agent or one of the Trustees of the Body Corporate.
36. The security rules of the development must be adhered to at all times.
37. All owners shall, at the request of the Managing Agent and/or Trustees, supply details of the occupants of their sections, i.e. name, identity number, business telephone number, to the Managing Agent and/or Trustees, appointed from time to time.

DAMAGE TO PROPERTY

38. No owner or his guest shall cause or permit any act, which might result in damage to or disfigurement of any section of the common property or any part thereof.

VEHICLES

39. No owner shall park or stand any 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.
40. The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the Trustees' written consent or any unauthorised vehicle parked in another owner's exclusive use area.
41. Owners of sections shall ensure that their vehicles do not drip oil or brake fluid onto the common property or in any way deface the common property. In the event of any vehicle dripping oil or brake fluid the owner shall be responsible to clean the area at his expense.
42. No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, and exclusive use area or in a section.
43. Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.



44. No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior written consent of the Trustees.
45. No un-roadworthy vehicles may be parked on either the exclusive use area or on the common property.
46. The minimum height restrictions, which are evident in the parking area and in the basement in particular, must be observed. The Body Corporate will not be held responsible for any damage sustained by anybody who fails to adhere to the minimum height restrictions.
47. If any parking regulations are contravened, the Trustees may have the vehicle wheels clamped or the vehicle removed from the property at the expense of the owner and impose a fine of not less than R200-00 (TWO HUNDRED RAND).
48. An owner shall not cause or permit any disorderly conduct or drive a vehicle in a reckless or negligent manner on the common property or the exclusive use area.

STAFF

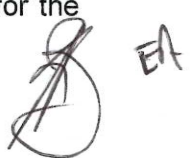
49. An owner of a section shall:
 - 49.1 be responsible for the activities and conduct of his staff, contractor and /or employee and shall ensure that his staff, contractor and/or employee understands and that they do not breach any rules or local authority by-laws which may affect the scheme;
 - 49.2 ensure that his staff do not loiter on the common property; and
 - 49.3 ensure that his staff, contractor and/or employee and their visitors or guests do not cause undue noise within their sections or on the common property or elsewhere.
 - 49.4. No owner of a section may request personal duties unless outside working hours to be performed by any member of staff employed by the Body Corporate.

ERADICATION OF PESTS

50. An owner of a section shall keep his section free of white ants, borer and other wood destroying insects and rodents and to this end shall permit the Trustees, the Managing Agents, and their duly authorised agents or employees, to enter 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, eradication of any such pests as may be found within the section, and replacement of any woodwork or other material forming part of such section, which may have been damaged by any such pests, shall be borne by the owner or occupier of the section concerned.

PENALTY FOR LATE PAYMENT OF CONTRIBUTIONS

51. Levies are due and payable on or before the first day of each month. Owners shall be liable for interest on outstanding amounts, including capitalised interest, at a rate determined by the Trustees from time to time, but not exceeding the maximum annual rate permitted by law. Interest calculated at the determined rate is recoverable from the date on which the amount is due and payable to the date of payment, provided that any portion of month will be regarded as a full calendar month for the purposes of calculation. Should a levy be arrear in excess of 30 (THIRTY) days the Managing Agents/ Trustees are entitled to hand over the defaulting owner to attorneys for collection and all costs including attorney and client legal costs will solely be for the defaulting owner's account.



OVERCROWDING

- 52.1 An owner of a residential portion, whether or not he personally occupies that section, shall at all times ensure that the number of persons who at any time occupies the section does not exceed 2 per bedroom.
- 52.2 For the purposes of this rule a person who regularly sleeps in a section shall be deemed to permanently reside in that section. Notwithstanding the foregoing and with the prior written consent of the Trustees, which shall not be unreasonably withheld, the owner of a section may allow additional persons temporarily to reside in his section. Any consent given by the Trustees in terms of this rule will be given subject to such reasonable conditions as they in their sole discretion deem fit.

HOUSE RULES

53. The Trustees are authorised, if necessary, to institute house rules for the efficient control of the complex and these house rules can be added to or amended by the Trustees from time to time and shall be binding on owners. On adoption of these Conduct Rules these must be circulated to all owners.

GENERAL

54. Neither the Developer, the Body Corporate or its agents shall be liable for any injury or loss or damage of any description which any owner or occupier of a section or any member of his family, his employee or servant or 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 sections by reasons of any defect in the common property, its amenities or in the individual sections or for any act done or for any neglect on the part of the Body Corporate or any of the Body Corporate's employees, servants, agents or contractors. Each owner hereby indemnifies the Body Corporate against any such claims.
55. The Body Corporate or its agents, 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.
56. No business or trade may be conducted in the residential sections without the consent of the Trustees.
57. No firearms or pellet guns may be discharged on the common property.
58. Under no circumstances may any objects be thrown or propelled from any of the units, offices or from any parts of the common property.
59. The post box area is strictly private and the use of a post box is for the designated section only. The post box area must be kept clean and tidy at all times.

BREACH

60. In addition to and without prejudice to the rights created in accordance with the provisions of rule 70 of the management rules, in the event:
- 60.1 of the owner committing any breach of any of the provisions of the management, conduct or house rules made hereunder, or of the Act and failing to remedy such breach within 5 (FIVE) days of the date of delivery by hand or posting by prepaid, registered post and written notice calling upon such owner to remedy the same or if the matter is deemed to be urgent by the Trustees or the Managing Agent, then forthwith; or

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- 60.2 of the owner committing or suffering the commission of any repetition of any breach of any of the terms and conditions of the management, conduct or house rules made hereunder or of the Act, which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the owner to desist from and/or not to repeat or suffer the repetition of the breach complained of;

the Body Corporate or the Trustees or the Managing Agent if so authorized by the Trustees shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner, to take such actions as may be available to it or them, either to enforce the relevant provision of the rules and/or Act breached, or alternatively to restrain the defaulting owner from continuing or repeating the unlawful conduct complained of as may be available to the Body Corporate or the Trustees or the Managing Agents as the case may be, all without prejudice to any other rights that may lie against the defaulting owner for the recovery of any damages or loss which the Body Corporate or any other owner in the building may suffer as a result of such breach and/or failure to remedy same. In the event of any steps or legal action being taken by the Body Corporate or the Trustees or the Managing Agents for the purpose of enforcing compliance with these rules or any house rules made hereunder or the Act or procuring a due and proper remedy of such breach, all costs and expenses howsoever incurred by the Body Corporate or the Trustees or the Managing Agent arising there out or in connection therewith (including attorney/client costs) shall be paid by and shall be recovered from the defaulting owner.

62. Notwithstanding the above, in the event of the owner failing to remedy the breach within the prescribed period, the owner shall be liable to pay to the Body Corporate a penalty of not less than R200.00 (TWO HUNDRED RAND) per day for each day that the owner continues to be in breach of the rules. This penalty shall be a civil debt and recoverable by the Body Corporate by civil proceedings, and in addition the Body Corporate will be entitled to recover any damages it may have suffered.
63. In the event of the Body Corporate instituting any legal action or proceedings against the owner as a result of any breach of the management, conduct and/or house rules, or in terms thereof, the owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements, including collection commissions, as determined by the Law Society from time to time.
64. All moneys paid by an owner in terms of these rules or in terms of the Act shall be appropriated firstly to the administrative fee then any interest on arrear amounts as may be charged under management rule 31 (6), then to any legal costs and expenses incurred by the Body Corporate the Trustees or Managing Agents, and finally to any levy or special levy contributions due by owners.
65. No braaiing (barbaqueing) of food over any open fire including kettlebraais whether fuelled by coal, charcoal, wood, gas or electricity is permitted on the balconies.
66. All new owners, residents and tenants will be subject to a compulsory once-off payment for a Welcome Pack including the Conduct Rules and Agreement thereto, the amount to be determined from time to time by the Trustees in committee.
67. No sleeping is allowed in caravans or vehicles on any portion of the Common Property, garages or carports.
68. Silence must be maintained between 22h00 and 07h00 every day.
69. Motor hooters may not be used on the Common Property except in an emergency, nor may any sounding car alarms be left unattended by the owner thereof at any time.



70. Radios, musical instruments, record players, television receivers, etc must be used in such a manner as not to be an annoyance to others.
71. Introduce a fine to be levied against owners of apartments where the owners/residents contravened the conduct rules, the amount to be determined from time to time by the trustees in committee.
- 72.. Monthly arrear administration fee would be charged to delinquent owners and paid across to the managing agent for the additional work done in the preparation of arrear letters and liaison with attorneys/collection agents, the amount to be determined from time to time by the Trustees in committee.
73. The washing and/or drying of laundry and/or any other similar items on the balcony of any section is prohibited.

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