

**SIERRA VIEWS BODY**

**CORPORATE CONDUCT RULES**

**SS: 242/2015**

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## **SIERRA VIEWS CONDUCT RULES**

***Whether you are an owner or a tenant, we are all members of our community and have a responsibility towards our neighbours, the buildings and the equipment of the complex. We are, therefore, all encouraged to co-operate at all times and abide by the rules of the Body Corporate to promote good neighbourliness.***

### **1. INTRODUCTION**

- 1.1 The **CONDUCT RULES** of **SIERRA VIEWS (“Body Corporate”)**, which are set out below, are binding on all owners and all other persons occupying any section, and who in turn are responsible for ensuring that all members of their family, their tenants, invitees, domestic workers, and contract workers comply with the Conduct Rules.
- 1.2 Happy and satisfying community living is achieved when owners and occupants use and enjoy their sections and the common property in such a manner that they show respect and consideration for all the rights of other persons lawfully on the property. Compliance with the Conduct Rules and consideration by owners and occupants greatly assist in achieving a happy community.
- 1.3 In these Conduct Rules, a word or expression to which a meaning has been assigned in the Conduct Rules, as per Section 10(2)(b) of the Sectional Title Schemes Management Act, (Act No. 8 of 2011), shall bear such meaning.
- 1.4 Notwithstanding the manner in which the clauses in these Conduct Rules have been grouped or linked together, each of them constitutes a separate and independent clause, distinct from each of the other clauses in regard to all aspects thereof. Accordingly, should one or more of the clauses be declared unenforceable, all remaining clauses shall continue to be in full force and effect.

For the purpose of these Conduct Rules the term “clause’ shall include all sub-clauses.

## **2. PURPOSES OF THE CONDUCT RULES**

- 2.1 The control of the behaviour of occupants of sections, their guests, and pets, for the mutual benefit of all occupants.
- 2.2 The regulation of the use of amenities for the benefit of all occupants.
- 2.3 To ensure the maintenance of a high standard of living for all occupants.
- 2.4 To provide for a flexible mechanism for the adjustment of the rules to meet the changing needs of the community occupying the premises.

## **3. DEFINITIONS AND INTERPRETATIONS**

- 3.1 In the interpretation of these rules, unless the context otherwise indicates:
  - 3.1.1 **"Act"** means the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).
  - 3.1.2 **"Adjudication Order"** means the order from the adjudicator.
  - 3.1.3 **"Board of Trustees"** means the Trustees appointed in terms of the Act.
  - 3.1.4 **"Body Corporate"** means the Body Corporate as determined in section 2(1) of the Act.
  - 3.1.5 **"Caretaker"** means a person carrying out services such as maintenance, gardening, and other services to the Body Corporate.
  - 3.1.6 **"Complex"** means the buildings known as Sierra Views including the common property.

- 3.1.7 **“Community Schemes Ombud Service Act”** shall mean the Community Schemes Ombud Service Act, 2011 (Act No. 9 of 2011), as amended from time to time, and any regulations made and in force thereunder.
- 3.1.8 **“Deeds Office”** means the office responsible for the registration, management, and maintenance of the property registry of South Africa.
- 3.1.9 **“Exclusive Use Area”** means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections.
- 3.1.10 **“Gas Installation”** means a gas installation and cylinder kept for domestic purposes in compliance with any applicable legislation and regulations.
- 3.1.11 **“Homeowners Association”** means Burgundy Estate Master Homeowners Association : The Association is constated in terms of Section 29 of the Land Use Panning Ordinance, nr 15 of 1985 as amended in accordance with the conditions imposed by the City of Cape Town when approving same in terms of section 25 (1) and 42 of said Ordinance of the Land.
- 3.1.12 **“Managing Agent”** means the Managing Agent as appointed by either the Board of Trustees or by ordinary resolution by members to administer or manage the affairs of the Body Corporate.
- 3.1.13 **“Motor Vehicle”** includes any motor car, truck, motorcycle, or motor driven scooter.
- 3.1.14 **“Occupants”** means owners and occupiers.
- 3.1.15 **“Occupier”** means the person occupying a section.
- 3.1.16 **“Ombud”** means a person contemplated in section 21(2)(a) of the Community Schemes Ombud Service Act 9 of 2011.
- 3.1.17 **“Owner”** means the registered owners of the sections, who are responsible for their families, tenants/ lessee etc.
- 3.1.18 **“Penalties”** means a financial fine imposed as per the Fines and Penalty Transgression Chart, **Annexure “A”** to the rules.
- 3.1.19 **“Pets”** include all classes of pets including but not limited to mammals, birds, fish, and reptiles.

3.1.20 **“Prescribed Management Rules”** as per Annexure 1 of the Sectional Titles Schemes Management Act No. 8 of 2011.

3.1.21 **“Section”** means the unit registered to an owner.

3.1.22 **“Trustee”** includes an alternative trustee.

3.1.23 **“Trustees Resolution”** means resolution by the majority of the Board of Trustees.

3.1.24 Words importing –

- the singular number only shall include the plural, and the converse shall also apply.
- the masculine gender shall include the feminine, and neuter genders and the neuter gender shall include the masculine and feminine genders.
- Natural persons include created persons (corporate and unincorporated) and vice versa.
- Words and expressions used shall bear the meaning assigned to them in the Act.

#### **4. ANIMALS, REPTILES AND BIRDS**

4.1 The owner of a section shall register and obtain permission from the Trustees in writing, which may not unreasonably be withheld. When granting such approval, the Trustees may prescribe any reasonable condition for the keeping of such animal, reptile, or bird.

4.2 A maximum of two (2) animals are allowed per section. Where current owners have more than two (2) pets, they are not permitted to replace them after death.

4.3 The following types of dogs are however not allowed: -

- a) Bull dog; Bull Mastiff, German Shepherd; Dobermann, Bull Terrier, Rottweiler and Labrador; as well as;

- b) Any dog taller than forty (40) cm, measured from the ground to the middle of the back.
- 4.4 Cat litter trays shall not be left on the Common Property and cat litter shall be sealed in bags before disposal.
- 4.5 Cats are not allowed to roam outside of the respective owners' section. A cat collar must have a bell on it.
- 4.6 No dogs are allowed on a temporary basis in the Complex.
- 4.7 The Trustees may, at their own discretion, withdraw permission to have a pet/s on the premises if it causes unnecessary disturbance and/or danger and/or is a nuisance.
- 4.8 Owners shall ensure that their pets do not foul on the common property. Should any pet foul on the common property the owner of the section to which the pet belongs, shall immediately remove all excrement or other mess left by such pet forthwith.
- 4.9 In terms of the Act, the Trustees prescribe the following reasonable conditions:
  - 4.6.1 The Trustee's decision regarding any matters with regards to animals, reptiles and birds shall be binding.
  - 4.6.2 All pets to be recorded on the pet register that is kept with the Agent. Pets not recorded on the register may be regarded as stray and the appropriate authorities will be contacted to remove the animal.
  - 4.6.3 All pets are to be sterilised.
  - 4.6.4 All pets are to wear a collar with a nametag depicting the animal's name and section number.
  - 4.6.5 All municipal requirements required for the animal are to be obtained and kept and it will be at the owner's expense.
  - 4.6.6 All pets are to be vaccinated as suggested by the Society for the Prevention of Cruelty to Animals ("SPCA") or local vet and is for the owner's expense and proof hereof must be available for

inspection by the Trustees at any reasonable time.

- 4.6.7 All pets, regardless of species may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. and no pet may be left alone in a section for a prolonged period of time.
- 4.6.8 Dogs shall not be allowed on common property unless under strict control and on a leash. If any dog digs holes and/or otherwise damages any area of the common property, the relevant owner or occupier shall be required to repair the damage, failing which the Trustees will repair the damage and the costs will be levied onto the owner's account.
- 4.6.9 All pets are to be kept in a healthy condition at the owner's expense.
- 4.6.10 No pets are to be allowed to roam in the common property/street etc.
- 4.6.11 All pets are to have sufficient food and shelter at the owner's expense.
- 4.6.12 No food is to be placed on the common property.
- 4.6.13 The owner of the animal is responsible for any damage/injuries that the animal may cause to any other person or property as Body Corporate accepts no responsibility or liability in this regard.
- 4.6.14 The Trustees may order the immediate removal of any animal that is a danger to other animals or any person or shall remove at the owner's expense such an animal.
- 4.6.15 If permission is withdrawn from any owner to keep a pet, the owner shall have the pet removed from the property within seven (7) days, at the owner's expense.
- 4.6.16 It is a prerequisite that any pet for which permission is granted is kept in hygienic conditions. The exclusive use area where such pet is kept must be cleaned of faeces regularly by the owner of the



pet concerned or the Trustees will have the power to summarily withdraw their permission for the keeping of such pet.

4.6.17 Visitors are not allowed to bring any animals into the Complex.

4.6.18 The slaughtering of animals for religious reasons, within the Complex, will only be permissible provided:

- 4.6.18.1.1 The owner and/or occupier have obtained the Trustees prior written consent, which consent will not unreasonably be withheld provided: (a) a written request for consent is submitted to the Trustees at least 2 (two) weeks prior to the date that the slaughtering is scheduled for; (b) such written request specifies: a reasonable date and time for the slaughtering to take place; the type of animal to be slaughtered; the name and qualifications of the person who will be carrying out the slaughtering ritual; confirmation that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter.
- 4.6.18.1.2 The slaughtering ritual is carried out in accordance with the terms and conditions of the Trustees' approval granted after consideration of the written request referred to in rule 1 above.
- 4.6.18.1.3 Upon receipt of written confirmation from the local authority that the owner, tenant, or occupant has their consent and will comply with the applicable by-laws.
- 4.6.18.1.4 Upon receipt of written confirmation from the Department of Health that the owner, tenant, or occupant has their consent and that their specifications will be adhered to.
- 4.6.18.1.5 Upon receipt of written confirmation from the SPCA that an SPCA official will attend the ritual and ensure that the animal will not endure unnecessary pain or suffering.

- 4.6.18.1.6 Written proof is presented to the Trustees that all affected owners, tenants, or occupants within the Complex have received written notification of the slaughtering ritual to take place, which notification is required to set out the date and time that the slaughtering ritual is scheduled.
- 4.6.18.1.7 Should any owner, occupier, or person in control of any animal in the Complex fail to comply with the provisions of this rule, a fine will be raised as per the Fine and Penalty Transgression Chart.

## **5. APPEARANCE FROM THE OUTSIDE**

- 5.1 The owner or occupant of a section shall not place or do anything on any part of the common property, including balconies, patios, stoeps and gardens which, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 5.2 No protruding air-conditioners, radio/television aerials, antennas or satellite dishes may be installed without prior written permission of the Trustees.
- 5.3 No awnings are to be installed either of a temporary or permanent nature without prior approval of the Trustees.
- 5.4 Curtaining should be in a clean and neat condition and in a state of good repair at all times especially where these may be visible from the common property or surrounding sections.

## **6. BUSINESS PRACTICES**

- 6.1 No business, profession or trade may be conducted on the common property.

- 6.2 No business, profession or trade may be conducted in a section unless it is specifically permitted to be conducted in a sectional title scheme in terms of the relevant legislation, and unless the consent in writing, of the Trustees shall first have been obtained. The Trustees may revoke such consent at any time, if the business activity is causing a nuisance to any other owner or occupier, in which case the business activity concerned shall cease at such time as the Trustees require.
- 6.3 No auction or jumble sale may be held on the common property or in the owner's section.
- 6.4 No advertisements or publicity material may be exhibited or distributed on the common property unless written permission is obtained from the Trustees.
- 6.5 A firm delivering goods must be met by the owner or occupant of the section or an appointed person, alternatively with one of the security guards at the guardhouse if a prior arrangement has been made with the security personnel.
- 6.6 No advertisements or posters of any nature may be placed in or around the Complex, or outside the Complex. Notwithstanding the above: -
- A section that goes on show may for the day of the show only have the minimum number of pointer boards required to point out the section on show, they may only be erected at 10:00 and must be removed by 17:30.
  - A section that is on sale may only have one (1) FOR SALE sign at the gate. The sign must be placed so as not to obscure any person's vision or path.

## **7. BALCONIES**

- 7.1 No washing, carpets or blankets may be hung over balcony balustrades.
- 7.2 No unsightly object may be visible or protrude from the balconies.
- 7.3 Cleaning of the balconies to be done by mop or squeegee so as to prevent excess chemicals and water overflow onto sections below.
- 7.4 No object or refuse of any nature to be thrown from balconies.

## **8. CHILDREN**

- 8.1 Owners shall properly supervise their children, their children's friends, and children of their visitors so that no provision of these rules is infringed by such children, and that no damage or nuisance is caused to any owners, to the property of any owner or to the common property of any unoccupied section.
- 8.2 Children shall not damage, deface or interfere with the plants, decorations, signs, name plates, fire hydrants, exterior lighting shall not enter an unoccupied section, climb onto any roof of sections or Complex and or section perimeter walls, around the common property.
- 8.3 Children playing up and down the driveways and on the common property do so at their own risk.

## **9. GARDENS**

- 9.1 Shrubs and trees may not be cut back, but they may, by arrangement with the Trustees, be cut or trimmed.
- 9.2 Flowers in the common property gardens may not be picked.
- 9.3 Owners and occupants may not plant anything on the common property. All common property gardening will be done on the instructions of the Trustees. Offers of plants, seeds, and assistance with caring for our gardens will be much appreciated.
- 9.4 Occupants are bound by all municipal water restrictions that may be in force from time to time.

## **10. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

- 10.1 An owner or occupant 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.
- 10.2 Notwithstanding rule 10.1, an owner or occupant or person permitted by him may install: -
- 10.3 Any locking device, safety gate, burglar bars or other safety device for the protection of his section. Upon written permission being obtained by the trustees.
- 10.4 Any screen or other device to prevent the entry of criminals or insects providing that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.
- 10.5 Dragging furniture in the walkways, stairs and along other surfaces of the common property causes extensive damage. Items must be either carried or moved on a suitable conveyer.
- 10.6 Parking bay areas are to be kept neat and clean. The Trustees must be notified immediately of sights of vermin and/or insects, pests as well as weeds growing through the paving.
- 10.7 No parking bay may be enclosed with any material whatsoever. No hooks may be fixed into the sheets or pillars of the parking bays. No articles may be stored in the parking bay areas.
- 10.8 Should any damage or dirtying of whatsoever nature be caused to the common property by an owner, occupant, family, visitor or pets, the owner or occupant shall be liable to reimburse the Body Corporate for the costs of repairing such damage.

## **11. DOMESTICS AND CONTRACT WORKERS**

- 11.1 All domestic workers to be registered with names and ID numbers with the Trustees on an annual basis.
- 11.2 Owners or occupants shall be obliged to provide full details regarding their domestic and contract workers, whether employed full time or casual for the purposes of security and gate control.
- 11.3 Owners and occupants will be responsible for the activities and conduct of their domestic and contract workers and shall ensure that their domestic and contract workers understand and do not breach any Conduct Rules, national or provincial legislation or local authority by-laws which may affect the scheme.
- 11.4 Owners and occupants will ensure that their domestic and contract workers do not cause undue noise within their sections or on the common property.
- 11.5 Domestic employees are allowed to receive visitors in the Complex on the condition that the relevant security protocols have been followed as per rule 11.6 below.
- 11.6 The Complex will, from time to time, issue protocols regarding security, which protocols are to be observed by all owners, occupiers, visitors, and domestic employees at all times. All persons entering the Complex, whether authorised to do so by an owner or an occupier, shall be subject to applicable security protocols from time to time.
- 11.7 An owner or occupant may not request personal duties to be performed by any members of staff employed by the Body Corporate during his working hours.
- 11.8 Owners and occupants will be made fully responsible for damages caused by

their workers.

- 11.9 Any owner or occupant who's domestic and/or contract workers consistently fail to abide by the Conduct Rules may be liable to pay a fine as per the Fine and Penalty Transgression Chart.

## **12. DUTIES OF UNIT OWNERS**

- 12.1 As determined by the Act: An owner shall:
- 12.2 Permit any person authorised in writing by the Body Corporate, at all reasonable hours on notice (except in case of emergency, when no notice shall be required), to enter his section or exclusive use area for the purpose of inspecting it and maintaining, repairing, or renewing pipes, wires, cables and ducts existing in the section and capable of being used in connection with the enjoyment of any other section or common property, or for the purposes of ensuring that the provisions of the Act and the rules are being observed.
- 12.3 Forthwith carry out all work that may be ordered by any competent public or local authority in respect of his section, other than such work as may be for the benefit of the building generally, and pay charges, expenses and assessments that may be payable in respect of his section.
- 12.4 Use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other persons lawfully on the premises.
- 12.5 Notify the Body Corporate forthwith of any change of ownership in his section or other dealing with his section.
- 12.6 When the purpose for which a section is intended to be used is shown expressly or by implication or by a registered sectional plan, not use nor permit that section to be used for any other purpose: provided that with the written consent of all owners such section by used for another purpose.
- 12.7 Any owner who is of the opinion that any refusal of consent of another owner
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is unfairly prejudicial, unjust, or inequitable to him may within six (6) weeks after the date of such refusal make an application to the Community Scheme Ombud Service ("CSOS").

- 12.8 If on any such application it appears to the CSOS that the refusal in question is unfairly prejudicial, unjust, or inequitable, the CSOS may with a view to bringing the dispute to an end make such an Adjudication Order as it deems fit.
  - 12.9 In terms of the Act In addition to his obligations, an owner:
  - 12.10 Shall not use his section, exclusive use area or any part of the common property, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of the building.
  - 12.11 Shall not contravene, or permit the contravention, of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any license relating to or affecting the occupation of the building, or the common property, or the carrying on of business in the building, or so contravene or permit the contravention of the conditions of title applicable to his section or any other section or his exclusive use area or any other exclusive use area.
  - 12.12 Shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of other sections, the common property, or any exclusive use area.
  - 12.13 Shall not do anything to his section or exclusive use area which is likely to prejudice the harmonious appearance of the building.
  - 12.14 Shall, when the purpose for which an exclusive use area intended to be used, is shown expressly or by implication on or by a registered section plan, not use, nor permit such exclusive use area to be used, for any other purpose, provided that with the written consent of all owners such exclusive use area may be used for another purpose.
  - 12.15 Shall not construct or place any structure or building improvement on his exclusive use area, without the prior written consent of the Trustees, which shall not be unreasonably withheld.
  - 12.16 Shall maintain the hot water installation which serves his section,
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notwithstanding that such appliance is situated in part of the common property and is insured in terms of the policy taken out by the body corporate.

- 12.17 Owners or occupants are requested to ensure that no narcotics/ hallucinatory drugs are stored (temporarily or otherwise), indulged in or sold on the premises, and that the consumption of alcohol is kept at a purely social level and is not sold on the premises.
- 12.18 The playing of games with hard balls (cricket balls, golf balls or suchlike), the use of air guns ("BB Guns" or suchlike) or Ketties, or the throwing, propelling, or shooting of stones, arrows, spears, sticks or other solid objects on the common property is prohibited.
- 12.19 An owner or occupant shall not cause or permit any disorderly conduct of whatsoever nature upon the premises, or permit any act, matter or thing which shall constitute or cause a nuisance or any inconvenience to any other occupant or servants employed by the Body Corporate, upon the premises.
- 12.20 The sections shall be used for residential purposes only, and for no other purpose whatsoever. No more than two (2) adults or three (3) children per bedroom, in total, shall reside in the sections.
- 12.21 No storeroom may be utilized for residential purposes.

### **13. PAYMENT OF LEVIES**

- 13.1 Payment in full of levies (including additional levies such as the reserve fund, exclusive use levy or CSOS levies), fines and penalties, electricity and water charges for each month must be received by the Agents by the 7<sup>th</sup> of that month.
- 13.2 If payment is received after the 7<sup>th</sup> of the month, interest will be raised on the outstanding amount based on rate set out at the Annual general meeting, as per the Trustees Resolution on the total amount due and will be included on the next statement in respect of that section.
- 13.3 It is accepted that owners are responsible for the management of their levy

accounts and that the Trustees do not provide services such as arrear reminders in any form.

- 13.4 The Agent will from time to time send reminders to defaulting owners which may attract a charge.
- 13.5 Non-receipt of statement or levy statement does not excuse payment of levy and other amounts due.
- 13.6 Levies are payable in advance, payable by no later than the 1<sup>st</sup> of the month.
- 13.7 All roof covered areas, carports and dedicated parking bays per section are included in the distribution of contributions.
- 13.8 Utilities are payable and charged one month in arrears.
- 13.9 Owners that remain in default for a period of sixty (60) days or more will be handed over for the collection of arrear levies.
- 13.10 The owner would, although handed over, remain responsible for the settlement of the ongoing monthly levy, services and other charges, and should these amounts remain outstanding then the amounts accruing since the start of the process would be considered as amounts due in terms of the Conduct Rules.

#### **14. ERADICATION OF PESTS**

- 14.1 An owner or occupant shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent and their duly authorised agents or employees to enter his section from time to time for the purpose of inspecting the section and undertaking such action as may be reasonably necessary to eradicate the pests.
- 14.2 The cost of the inspection, eradication of any such pests as may be found within the section, which may be damaged by any such pests, shall be borne by the owner of the section concerned.

## **15. EXCLUSIVE USE AREAS**

- 15.1 Notwithstanding the fact that exclusive use areas are in terms of the sectional title plans are registered with the Registrar of Deeds as part of the common property, every owner of a section in the scheme shall have the right to the exclusive use of his carport excluding the rights of all other owners and persons.
- 15.2 The exclusive use areas shall be used for the purpose of carports.
- 15.3 The said exclusive use areas are hereby allocated to the owners of sections (the linked sections) as indicated in the schedule marked 'Sectional Title Plan' attached to these rules.
- 15.4 The rights vested in terms of this rule shall not be deemed as real rights.
- 15.5 Owners may be responsible for paying a monthly contribution for the upkeep and maintenance of their exclusive use areas. This contribution is payable in advance on a monthly basis.
- 15.6 An owner of a section is obliged to keep the exclusive use area designated to his section neat, hygienic, tidy, and acceptable and this area may only be used as a parking area as allocated. This includes the maintenance of the carport areas.
- 15.7 Each owner is responsible for the repair and maintenance (including oil spills, etc.) of the exclusive use area, including the maintenance and repair of any water pipes, electrical wiring, downpipes, security devices, lapas, verandas, etc. solely servicing the carports unless these services are provided by the Body Corporate.
- 15.8 Notwithstanding the stipulations of rule 16.9 below, the owner shall give the Body Corporate and or anyone authorised by the Body Corporate, access to the exclusive use area to do any work necessary on the common property as per the Act which states if an owner:
- 15.9 Fails to repair or maintain his section in a state of good repair as required by Prescribed Management Rules 31(2) of the Act.
- 15.10 Fails to maintain adequately any area of the common property allocated for his

exclusive use and enjoyment, and any such failure persists for a period of thirty (30) days after the giving of written notice to repair or maintain given by the Trustees or the Agent on their behalf, the Body Corporate shall be entitled to remedy the owners failure and to recover the reasonable cost of doing so from such owner.

- 15.11 The owner of a section shall not place or do anything on any part of the common property or exclusive use areas, that is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 15.12 Except where a section is let, the owner may not let the exclusive use area designated to his section without the written permission of the Trustees. Such permission may not unreasonably be withheld.
- 15.13 Access to and use of exclusive use areas is limited to the owners of the specific section. All other unauthorised access is prohibited.
- 15.14 Trustees and service providers appointed by the Body Corporate may access these areas at their discretion when needed.
- 15.15 No sheds, zozo huts, jungle gyms, boats, caravans, vehicle relics or washing lines to be erected or stored on any part of the exclusive use area, without the prior written consent of the Trustees, which shall not be unreasonably withheld.

## **16. FIRE PROTECTION**

- 16.1 Electrical supply: Under no circumstances may the residents tamper with or have work done on the electrical apparatus which serves the common property. Any electrical faults detected on the common property must be reported to the Trustees.
- 16.2 Electrical and gas apparatus in sections, e.g., fans, heaters, stoves, kettles, lights, etc. must be checked regularly and maintained by the owner/occupant and when necessary be repaired by a registered technician. Appliances should be used under supervision and not left on unnecessarily. After switching off at

the sockets, plugs should be pulled out where possible when the appliance is not in use. All plumbing and electrical work shall only be affected by qualified and, where applicable, licensed, or registered workmen.

- 16.3 Open fire braais: These are prohibited on common property and in sections that do not have exclusive use gardens, except where facilities have been provided. Matches and lighters should be handled with care and kept out of the reach of children. It is strictly prohibited to throw cigarette butts out of windows or over balconies as this could start a fire. All inflammable liquids must be kept in a safe place.
- 16.4 No 'braaing' or fires are allowed (except where there is a built in braai) in or on balconies, stoeps, terraces, gardens or yards or any part of the common property, except in gas braais or webers.
- 16.5 Fire hoses and extinguishers: Fire hoses and extinguishers may only be used in cases of emergency. Fire hoses may not be used for watering gardens or washing cars.

## **17. ALTERATIONS**

- 17.1 The owner of a section shall not place or do anything on any part of the common property or exclusive use areas, including patios, stoeps, fences which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 17.2 No owner of a section shall erect or allow to be erected any form of fence on any part of the common property or in any exclusive use area.
- 17.3 No extension, alterations, or improvements to the extension of any section, including awnings shall be affixed or made unless the Trustees have been given full particulars thereof including plans, approved by the municipality if applicable, have countersigned such plans and have given permission, in

writing, thereto – as recorded with the Agent.

- 17.4 If such written permission is granted, it shall pertain only to the plans submitted to the Trustees for approval and no variation thereof may be affected unless the owner shall have complied with the plans in respect of such variation. Each application needs to be assessed. Neighbouring sections' approval should also be sought before submission to the Trustees.
- 17.5 With respect to alterations or improvements to the interior of any section, no structural alterations to the water connections, electric conduits or plumbing may be affected, unless the provisions contained in rule 18.6 below shall first have been complied with.
- 17.6 No duty shall be placed upon any owner in regard to the provision of any improvement on or to the common property unless a proposal to make such improvement has been approved by either a special resolution if it is deemed a necessary improvement or a unanimous resolution if it is not deemed as a necessary improvement at a general meeting of owners of sections.
- 17.7 All security gates and burglar-proofing, etc. installed in an opening or part of property must comply with the following:
- all gates must be painted accordingly to the current Body Corporate colour scheme.
  - must be according to specifications as laid down contained in these rules.
  - may not be removed when moving as it forms part and parcel of the property.
- 17.8 All refuse, debris, etc., that result from any extensions, alterations or improvement shall be removed by the owner concerned within three (3) days. If such refuse, debris, etc. is not removed, the Trustees may cause it to be removed and all charges in connection therewith shall be for the account of the owner concerned and shall be paid by such owner.
- 17.9 TV Aerials and Satellite dishes may only be installed within the sections exclusive use area and within the perimeter walls provided that there is no

centralised DSTV servicing that section.

- 17.10 Satellite dishes may not exceed 90 cm in diameter.
- 17.11 All external cabling must be neatly installed in conduits and painted to match the building colours from time to time, and maintained and not visible on the outside of the buildings.
- 17.12 Interior repairs and maintenance of whatever nature are the responsibility of the owner or occupant of that section and neither the Caretaker, if any, or the Agent, nor any employee of the Body Corporate are to be requested to attend to such matters.
- 17.13 No building alterations shall be undertaken after 13:00 on a Saturday and no building alterations on Sundays.
- 17.14 The private use of power tools, hammers, etc. is restricted to:  
  
Weekdays between 9:00 a.m. to 17:00 p.m.  
Saturdays between 9:00 a.m. to 14:00 p.m.
- 17.15 Where alterations are made without such approved plans the Body Corporate reserves the right to insist, they must be reversed and may levy a monthly penalty of R 1,000 for every month during which such reversal has not been completed.

## **18. LAUNDRY**

- 18.1 An owner or occupant of a section shall not without prior written consent of the Trustees to erect his own washing line, nor place or hang any washing or laundry on any part of the common property.
- 18.2 Washing or laundry should be hung in the areas specifically designated for this purpose. Washing should not be left overnight.
- 18.3 Washing **MAY NOT** be hung over balcony balustrades or in windows or draped

over garden furniture.

- 18.4 In the designated areas washing should be hung only on the washing lines provided.
- 18.5 Washing may be hung on balconies/patios only if a proper clothes horse is used. No clothes lines are to be erected on balconies and patios.

## **19. LITTERING**

- 19.1 An owner or occupant of a section shall not deposit or throw, or permit to be deposited or thrown, any refuse, including cigarette butts, food scraps or any other litter whatsoever, on the common property or into any section or exclusive use area.
- 19.2 Should any of these provisions be transgressed a fine or penalty will be charged as per the Fine and Penalty Transgression Chart.

## **20. INDEMNITY**

- 20.1 The Trustees/Body Corporate and/or their Agents shall not be liable to any section owner for any injury or loss or damage of any description which the section owner and/or any member of the section owner family, visitors or guests, or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the section owner may sustain physically on his or their property, directly or indirectly.
- 20.2 The Body Corporate must take out public liability insurance for an amount determined by members at a general meeting, but not less than 10 million Rand (R10 000 000) or any such higher amount as may be prescribed by the Minister in any one claim and in total for any one period of insurance to cover the risk of any liability it may incur to pay compensation in respect of:



(a) any bodily injury to or death or illness of a person on or in connection with the common property; and

(b) any damage to or loss of property that is sustained as a result of an occurrence or happening in connection with the common property as per Prescribed Management Rule 23(6) of the Act.

- 20.3 The Body Corporate /Trustees or the Agent's representatives and servants accept no responsibility or liability of whatsoever nature in respect of the receipt or the non-receipt and delivery of goods, postal matters, or other correspondence.

## **21. LETTING OF UNITS**

- 21.1 All lessee/ tenants of sections, and other persons granted rights of occupation by an owner of the relevant section, are obliged to fully comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 21.2 The owner of any section/s who lets his section/s shall advise the Trustees and Agent within fourteen (14) days of the name and contact details of the lessee and of the period of the lease.
- 21.3 The owner undertakes to attach a copy of these Conduct Rules to the lease agreement and the lease is to include a term such as the following "The Lessee acknowledges having received from the lessor a copy of the Conduct Rules for the Body Corporate. The lessee agrees and undertakes to be bound thereby and to comply therewith in all respects".
- 21.4 No member may rent his unit out for a period of shorter than six (6) months. A member may rent out his unit for a period of six (6) months or longer.
- 21.5 No form of "time-sharing" or any similar arrangement, including a scheme
- Sierra Views Body Corporate Conduct Rules

whereby ownership is shared between a group of persons, may be concluded, marketed, or conducted in respect of a section.

- 21.6 Should any lessee fail to adhere to any of these rules, the Trustees will impose a fine as per the Fine and Penalty Transgression Chart.

## **22. DRIVEWAYS AND PASSAGES**

- 22.1 It is not permitted to ride bicycles, skateboards or play games of whatsoever nature in the passages or on the driveways, nor may they be left on any part of the common property. Passages must at all times be left clear. These areas shall not be used by residents or their guests for playing ball or any other games, or for picnics or braai's etc.

- 22.2 No climbing is permitted over any gate, fence, or wall.

## **23. NOISE AND DISTURBANCE**

- 23.1 No owner of a section shall make or allow to be made an excessive noise at any time, so as to disturb the other sections.

25.1.1 Silence must be maintained on:

Mondays to Thursdays: from 22h00 to 08h00

Fridays and Saturdays: from 24h00 to 08h00

Sundays: from 13h00 to 16h00 and from 22h00 to 08h00

- 23.2 Radios, CD's, musical instruments, TVs, and other sound producing devices shall not be played or used in such a manner as to interfere with any owner's enjoyment of his section or of the common property.

- 23.3 Automobile hooters shall not be sounded on the common property without good reason.

- 23.4 No hammering, drilling, sawing, mowing of lawns or other such work shall be conducted before 09h00 and after 17:00 Monday to Friday and Saturdays 09h00-14h00. No work on Sundays and Public Holidays. Subject to other provisions of this rule, such work is permitted provided it is performed in moderation and does not unreasonably interfere with the use and/or enjoyment of any owner of his section or the common property. The Trustees may prohibit any person from performing any such work.
- 23.5 Owners shall ensure that their children and visitors comply with these Conduct Rules.
- 23.6 Motorcycles and bicycles may only be used as formal transport to enter and leave the common property. This must occur along the defined routes, and not on any paths or other parts of the common property. Motorcycles and bicycles may not be used for any other purpose or any other manner on the common property, including exclusive use areas.
- 23.7 Should any of these provisions be transgressed a fine or penalty will be charged as per the Fine and Penalty Transgression Chart.

## **24. REFUSE REMOVAL**

- 24.1 Each owner or occupant is to place their own refuse bag in the refuse area in the bins provided.
- 24.2 Empty cardboard boxes are to be flattened and placed in the cardboard section of the bin room.
- 24.3 Persons leaving rubbish on any part of the common property or public sections surrounding the property, outside of rule 24.1 above, are liable to prosecution, and such offenders must be reported immediately to the Trustees.

## **25. SECURITY**

- 25.1 Visitors and residents are obliged to co-operate with any request and abide by any rules as laid down by the Trustees in regard to security at the Complex.

## **26. SEWERS AND WASTE PIPES**

- 26.1 Any blockage in sewers and waste pipes which serve one section only i.e., within a section or between a section and pipes which serve other sections, is the responsibility of the owner of the section concerned and the cost of cleaning the blockage will be for the account of such owner.
- 26.2 Foreign objects such as nappies, newspapers, sanitary towels, toys, etc. should not be flushed down toilets.
- 26.3 With regard to the above, the Trustees may, if deemed fit, penalize such offenders if the above are not complied with.

## **27. STORAGE OF FLAMMABLE MATERIALS**

- 27.1 An owner or occupant shall not store or harbour upon the said premises any goods which may violate any fire insurance policy held by the Body Corporate or increase the premium in respect of such policy.

## **28. VEHICLES**

- 28.1 The maximum number of vehicles allowed per unit is two (2) although only one (1) parking bay will be allocated to each unit. The second vehicle may only be parked on an available Visitors Parking Bay, on a first come basis once the unit's allocated parking bay has been taken up.

- 28.2 No double parking will be allowed inside the Complex.
- 28.3 No owner or occupant shall park or stand upon the common property or permit or allow any vehicle to be parked or stand upon the common property for indefinite periods, without the written consent of the Trustees.
- 28.4 Any vehicle parked in contravention may be clamped without any liability for the damage claim whatsoever. The amount for clamping, storage and other costs associated therewith shall be for the account of the owner concerned, which amounts shall be included on the monthly statement in respect of the section concerned as per the Fines and Penalty Transgression Chart.
- 28.5 Owners or occupants of sections shall ensure that their vehicles, those of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property.
- 28.6 No owner or occupant shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, or exclusive use areas or in a section.
- 28.7 No owner or resident or their guest or visitor, may cause engine noise by “revving” a vehicles’ engine.
- 28.8 Vehicles should not travel at excessive speeds on the common property.
- 28.9 Vehicles must enter and leave the common property as quietly as possible, no hooting or revving of engines is permitted on the common property.
- 28.10 Speed limits on the driveways are 20kph maximum.
- 28.11 No vehicle in excess of 3 tonnes is allowed onto the premises.
- 28.12 No racing of vehicles, motorcycles or bicycles will be allowed on the common

property.

- 28.13 Driveways must at all times be kept clear and visitors must park in the designated parking areas.
- 28.14 Cars should at all times be parked with due consideration to other residents in such a manner as not to interfere with the flow of traffic or obstruct any other vehicle or person or entry to parking areas.
- 28.15 Visitors must find parking outside the Complex if there are no vacant visitors parking bays available.
- 28.16 Owners or occupants should not use the areas designated as visitors parking on a permanent basis, as these areas are specifically designated for visitors.
- 28.17 Firefighting equipment situated on the premises shall not be used for any purpose whatsoever other than for the extinguishing of fires.
- 28.18 All owners and occupants of sections must at all times have remote controls for the electric gates. If an owner or occupant has more than one car per section, additional remote controls must be purchased. All owners and occupants are responsible for maintenance and upkeep of the remote controls so that they are at all times in proper working order.
- 28.19 Trailers may not be parked in visitors parking permanently.
- 28.20 Observe and obey all road signs on the common property and do not drive their vehicles on the common property in a manner which causes a risk or danger to persons or property, or a nuisance to their persons, in the opinion of the Trustees.
- 28.21 Do not drive a vehicle or allow it to be driven without the driver being properly licensed, as required by law in respect of public roads.

- 28.22 No person may reside or sleep in a vehicle, trailer, or caravan, ~~or in a garage or carport~~, or on any part of the common property.

## **29. GAS INSTALLATIONS**

- 29.1 No gas installation of a stove or oven may be installed in respect of a section or on the common property without the prior written consent of the Trustees, and subject to compliance with the conditions as set out below.
- 29.2 In the event of there being a gas installation in a section, the owner shall at his costs be obliged to obtain a certificate of conformity in respect of such installation as is required by the Occupational Health and Safety Act, No. 85 of 1993, Regulation 17(3) of the Pressure Equipment Regulations of 2009.
- 29.3 The installation may only be installed by an authorised installer registered with Liquefied Petroleum Gas Safety Association of Southern Africa ("LPGAS").
- 29.3 The Body Corporate and/or its Agents will have reasonable access to any section for the purposes of inspection of such gas installation. Should any repairs be required by the Body Corporate to the gas installation, such repairs will be for the costs of the owner.
- 29.4 It is recorded that the owner must supply the Trustees with the required certificate of conformity, once every year.
- 29.5 No gas cylinder in excess of nine (9) kilograms may be installed in any section without the prior written consent of the Trustees.

### **30. VISITORS**

- 30.1 The owners and occupants of a section are responsible for the conduct of their visitors, and they must ensure that all rules in terms of the Act or these rules are properly adhered too.

### **31. CONTRAVENTION OF CONDUCT RULES AND IMPOSITION OF PENALTIES**

- 31.1 If the conduct of an owner, occupier, tenant, or their domestic workers or visitors constitutes a nuisance, contravention of any of the Conduct Rules or any of the duties of the owners, then the Trustees may furnish the owner with a written notice via email, or registered post.
- 31.2 In the notice, the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if the conduct or contravention persists, a penalty will be imposed on the owner of the section as per the Fine and Penalty Transgression chart.
- 31.3 If the owner, occupier, tenant, domestic worker, or visitor nevertheless persists in that particular conduct, or in the contravention of that particular rule, the Trustees will convene a meeting to discuss the matter.
- 31.4 A written notice, by which the alleged transgressor is informed of the purpose of the meeting and invited to attend, must be sent to the owner at least seven (7) days prior to the meeting being held. At the meeting the owner must be given an opportunity to present their case, but except in so far as they will be permitted by the Trustees, they may not participate in the conduct of the meeting.
- 31.5 After the owner has been given the opportunity to present their case, and if the majority of the Trustees present at the meeting, agree that a provision/s of the



Conduct Rules have been contravened, the Trustees may by majority resolution, impose on the transgressor a penalty as per the Fine and Penalty Transgression Chart.

- 31.6 The Trustees will record the outcome of the meeting and may resolve to:
- Uphold the penalty; or
  - Withdraw the penalty.
- 31.7 A Trustee will not be entitled to participate at the meeting in the capacity as Trustee, if they, or any occupants and/or tenant occupies the section which they own and/or represent, is the alleged transgressor.
- 31.8 The imposition of any penalty in terms hereof shall be without prejudice to and shall not affect and shall not be in addition to any other rights available to the Body Corporate at law and in particular it's right to apply for an order to CSOS, compelling any owner to comply with the provisions of these rules or desist from infringing same.
- 31.9 If as the result of a continued breach of these Conduct Rules, the Body Corporate or the Trustees may lodge an application for dispute resolution at the CSOS to resolve the matter.
- 31.10 The CSOS Adjudication Order will be binding on the parties.
- 31.11 The fines and penalties will not be more than the respective monthly levies of the owners.
- 31.12 Should the fine and penalties be more than the monthly levy indicated on the Fines and Penalties Transgression Chart, then the fine and penalty amount will be R 100.00 less than the actual levy. For example, if the levy is R 800.00 then

the fine amount will be R 700.00.

## **32. GENERAL**

- 32.1 The owners have confirmed that they know the Body Corporate of Sierra Views is a member of the controlling **BURGUNDY ESTATE MASTER HOMEOWNERS' ASSOCIATION ("HOA")** and that the said Body Corporate will have to pay levies to the HOA as well as abide by the scheme governance rules of the HOA.

### 33. FINE AND PENALTY TRANSGRESSION CHART – ANNEXURE “A”

NO.	DESCRIPTION (Warnings for First Offence)	PENALTY
<b>1</b>	<b>DISTURBANCES</b>	
a	Domestic noise (loud music, partying, etc.): Second Offence	R 500.00
b	Domestic noise (loud music, partying, etc.): Third Offence	R 1000.00
c	After hours social noise (loud music, partying, etc.): Second Offence	R 500.00
d	After hours social noise (loud music, partying, etc.): Third Offence	R 1000.00
e	Domestic animal noise disturbances (excessive dog barking or cats screaming)	R 500.00
<b>2</b>	<b>DOMESTIC REFUSE &amp; WASTE</b>	
b	Refuse, boxes & materials stored on verge or driveway	R 1000.00
c	Washing hanged over balconies or balustrades	R 1000.00
<b>3</b>	<b>ANIMALS</b>	
a	Dogs roaming/walking without a leash: Second Offence	500.00
b	Dogs roaming/walking without a leash: Third Offence	Steps to remove animal from complex
c	Dogs attacking residents, animals, contractors	Steps to remove animal from complex
d	Dog & Cat defecating in public and on common property	R 500.00
e	Other Animals causing nuisance to other residents: Second	500.00

	Offence													
f	Other Animals causing nuisance to other residents: Third Offence	Steps to remove animal												
4	TRAFFIC & TRANSPORT VEHICLES													
a	<table><tr><td>Kilometres/hour</td><td>1<sup>st</sup> Transgression</td><td>2<sup>nd</sup> Transgression</td><td>3<sup>rd</sup> Transgression</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td>20 km/h</td><td>Warning</td><td>R1 000.00</td><td>R1500.00</td></tr></table>		Kilometres/hour	1 <sup>st</sup> Transgression	2 <sup>nd</sup> Transgression	3 <sup>rd</sup> Transgression					20 km/h	Warning	R1 000.00	R1500.00
Kilometres/hour	1 <sup>st</sup> Transgression	2 <sup>nd</sup> Transgression	3 <sup>rd</sup> Transgression											
20 km/h	Warning	R1 000.00	R1500.00											
b	Reckless driving (not abiding by traffic rules and tailgating)	R1 000.00												
c	Illegal parking & dangerous driving	R 1000.00												
d	Caravans and or trailers parked or stored without the prior written approval of the trustees	R 1000.00												
e	Hooting, speeding or double parking or major mechanical repairs to vehicles	R 1000.00												
5	ENVIRONMENTAL													
a	Oil spillages on the road or parking bays	R 1000.00 & clean-up cost												
b	Littering	R 1000.00												
c	Storing of dangerous and hazardous material	R 1500.00												
6	BUILDING													
a	Where alterations are made without such approved plans the BC reserves the right to insist, they must be reversed and may levy a monthly penalty of R 1,000 for every month during which such reversal has not been completed.	R1000.00												