

GREENHAVEN ESTATE

SUBSTITUTED CONDUCT RULES FOR RESIDENTS

INTRODUCTION

Living in Greenhaven Estate means being part of a community of people who share a secure and idyllic lifestyle. Rules for the community protect this lifestyle through an acceptable code of conduct by which members may live together, reasonably and harmoniously, without interfering with the lawful use and enjoyment of other persons of their amenity and the environment.

These Rules shall not be added to, amended or repealed other than by a Resolution passed by the members of the Body Corporate of the Greenhaven Estate sectional scheme in compliance with the provisions of the Sectional Title Schemes Management Act, No. 8 of 2011.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Rules, unless the context otherwise indicates:-

- 1.1.1. "Body Corporate" means the Body Corporate of Greenhaven Estate, still to be established;
- 1.1.2. "Trustees" means the trustees for the time being and from time to time of the Body Corporate of the Greenhaven Estate sectional scheme;
- 1.1.3. "Conservation Areas" means the areas designated as conservation areas or conservation servitudes within the Estate;
- 1.1.4. "Developer" means Melki Propdev Initiatives Proprietary Limited Registration Number 1998/018554/07, including its successors and assigns;

- 1.1.5. "Estate" means the Greenhaven Estate sectional scheme which is to be established on the immovable properties described as:-
- 1.1.5.1. Portion 1 of Erf 146 Padfield Park; and
 - 1.1.5.2. Remainder of Erf 535 Kloof;
- 1.1.6. "exclusive use area" means part or parts of the common property of a sectional scheme for the exclusive use by the Owner or Owners of one (1) or more sections in such sectional scheme;
- 1.1.7. "Member" means a member of the Body Corporate;
- 1.1.8. "Municipality" means a municipality as an entity as defined in the Municipal Systems Act, No. 32 of 2000;
- 1.1.9. "Municipal Services" means electricity, water, sewage, refuse removal, telecommunications and such other utilities and services as may be provided by a Municipality, other designated authority or contracted services provider to the Estate from time to time;
- 1.1.10. "open space" means the areas designated as open spaces in the Estate;
- 1.1.11. "Owner" means any person who is the registered owner of a Unit in the Estate;
- 1.1.12. "Resident" means a purchaser, Owner, Member, co-owner, corporate owner, trustee, lessee, family member, invitee;
- 1.1.13. "Scheme" means the Town Planning and/or Land Use scheme/s applicable to the Estate;
- 1.1.14. "Sectional Titles Act" means the Sectional Titles Act, No. 95 of 1986, as amended, together with the Regulations from time to time;
- 1.1.15. "STSMA" means the Sectional Title Schemes Management Act, No. 8 of 2011, together with the Regulations from time to time;

1.1.16. "Security Procedures" means the security procedures put in place for the Estate and which may be amended from time to time by the Body Corporate;

1.1.17. "Unit" means any sectional unit within the Estate and includes residential or commercial immovable property.

1.2. Words importing the singular shall include the plural; words importing the masculine, feminine and neutral shall include the others of such genders; and words importing persons shall include bodies corporate, and vice versa in each instance, as the context may require.

1.3. The heading above any of these Rules is intended for reference purposes only and shall not influence the interpretation of the Rules.

1.4. Any reference to a notice shall be construed as a reference to a written notice, and shall include a notice which can be transmitted electronically in the manner and form permitted in terms of the Electronic Communications and Transactions Act, No. 25 of 2002.

1.5. Any reference to "days" shall be construed as calendar days unless qualified by the word "business" in which instance a "business day" will be any day other than a Saturday, Sunday or South African public holiday as gazetted by the Government from time to time.

2. **PROMULGATION AND APPLICATION OF RULES**

2.1. For the purposes of the Rules:-

2.1.1. the Rules shall take effect from the date of establishment of the Body Corporate; and

2.1.2. all Members of the Body Corporate, including Residents, occupants and tenants at the Estate shall without exemption, abide by and comply with the Rules.

2.2. The statutory Management and Conduct Rules as set out in Annexures 1 and 2 of the Regulations to STSMA, and as amended from time to time, shall,

notwithstanding anything to the contrary contained in these Rules or elsewhere, apply to the Estate, to the extent applicable, provided that any such Management or Conduct Rule is not irreconcilable, inconsistent, in conflict or incompatible with these Rules, including any subsequent or substituted rules made by the Body Corporate.

3. PLANNING AND AESTHETICS DESIGN RULES

3.1. Design Procedures

In order to maintain building standards and design requirements, every alteration to a building, installation of glass enclosures, attachment to a building, including but not limited to aerials, plaques, awnings, air conditioning units, satellite dishes, etc., erection of or alteration to fencing / garden walls, etc., shall have prior written permission from the Trustees.

3.2. Plan Approvals

- 3.2.1. All plans as required in terms of these Rules shall be submitted to Trustees together with a written request for approval.
- 3.2.2. The Municipality requires the prior approval of the Trustees to be attached to any request for approval of building plans.
- 3.2.3. No construction or installation shall commence prior to the issue of written approvals from the Body Corporate and the Municipality.
- 3.2.4. Notwithstanding anything to the contrary contained in any law relating to magistrate's courts, a magistrate shall have jurisdiction on the application by the Body Corporate to make an order prohibiting any person from commencing or proceeding with the erections and construction of any building or authorizing the Body Corporate to demolish such building or offending part thereof if such magistrate is satisfied that such erection is contrary to or does not comply with the provisions of these Rules or any approval or authorisation granted in terms of these Rules.

3.3. **Attachments to Units**

No appurtenances or objects may be placed on or attached to a Unit or any other structure other than in accordance with prior written approval from the Trustees. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. This Rule applies to items such as air-conditioning units, heat pumps, shutters, awnings, aerials, satellite dishes, solar geysers, solar panels, etc., even when not directly attached to the building. Specifications for types and colours of permitted awnings/blinds/shutters can be obtained from the Body Corporate.

3.4. **Fences**

No fencing shall be installed without the prior written approval of the Trustees, which approval will determine the style, type and position of fencing to be used.

3.5. **Gazebos and Pergolas**

No gazebos, pergolas or any other similar type structure may be erected without the prior written approval of the Trustees.

3.6. **Garden Huts / Tool Sheds / Water Tanks**

Garden huts, tool sheds and water tanks are not permitted, whether freestanding or adjoining a Unit, and notwithstanding their location on or within an allocated exclusive use area.

3.7. **General Maintenance of Units and Exclusive Use Areas**

3.7.1. The maintenance of the exterior of Units shall be carried out by the Body Corporate.

3.7.2. Any exclusive use area allocated to a Unit shall be properly maintained by the Owner (or Resident in the case of leased property) and always be kept in a clean, tidy and neat condition, subject to compliance with Rule 5.7.

3.8. Failure to Maintain Units

Where in the opinion of the Body Corporate, the condition of a Unit and/or an exclusive use area is not up to the standards required at the Estate, the Body Corporate shall be entitled to give written notice to the Owner/Resident calling upon him/her to carry out the necessary repairs and maintenance within a specified time.

3.9. Eradication of Pests

An Owner must keep his Unit free of wood destroying insects which includes, but not limited to, white ants and borer beetles. Should an Owner fail to carry out the necessary treatment, then the Body Corporate shall be entitled to carry out the treatment required and recover the reasonable costs thereof from the Owner of the Unit.

3.10. Failure to Comply with Maintenance and/or Aesthetics Standards

Should the Owner/Resident fail to carry out maintenance or other work as requested, the Body Corporate shall be entitled to carry out the work required and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

3.11. Air-conditioners and Television Connectivity

- 3.11.1. Air-conditioners are the prerogative and responsibility, and at the cost, of Residents.
- 3.11.2. Television connectivity shall be the prerogative and responsibility, and at the cost, of Residents, who shall comply with Rules **3.1** and **3.3** with regard to the positioning of any aerial and/or satellite dish.
- 3.11.3. The positioning of any exterior attachments or appurtenances, including solar geysers, satellite dishes, aerials, heat pumps and air-conditioners, where requested by a Resident, are subject to specific rules, including visual impact on neighbouring Units and colour coding. Permission for the positioning of any exterior

attachments or appurtenances must be obtained from the Trustees prior to installation.

3.12. Flags and Signs

- 3.12.1. No flags, flagpoles, or radio aerials on poles may be erected on a Unit or an exclusive use area at the Estate. Under special circumstances, for religious reasons only, relaxation may be considered upon written request to the Body Corporate.
- 3.12.2. No signs may be displayed at the Estate, provided that this Rule shall not apply to:-
 - 3.12.2.1. any notice board that may be required to be erected in respect of new buildings, alterations and additions, or to the security and traffic signs;
 - 3.12.2.2. any commercial Unit, provided the Owner of the commercial Unit obtains the prior written approval of the Trustees as to the content or wording of the signage, which shall not be unreasonably withheld.
- 3.12.3. All decorative house name boards must conform to the size, colour and position in terms of the requirements of the Body Corporate.

3.13. Shade Cloth

Shade cloth shall only be used to demarcate construction sites and is strictly prohibited elsewhere.

3.14. External Structures/Fixtures

- 3.14.1. The style and colour of external appurtenances to buildings, including awnings, shutters, blinds, lattices are controlled by the Body Corporate and written authorization for their erection must be obtained prior to installation.
- 3.14.2. The painting of the exterior of any buildings in the Estate is not permitted without the prior written consent of the Body Corporate.

3.15. General Aesthetics / Standards

3.15.1. Patio/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, buntings, umbrellas, signs symbols or whatever, which in the opinion of the Body Corporate, are aesthetically unacceptable or unsightly may not be displayed to view in any part of the Estate.

3.15.2. Garage doors and courtyard gates must be kept closed at all possible times other than when legitimate ingress or egress is taking place.

4. OCCUPANCY AND USE OF A UNIT AND THE COMMON PROPERTY AREAS (INCLUDING EXCLUSIVE USE AREAS)

4.1. Use of a Unit

4.1.1. The use of a Unit shall be governed by the Scheme controls in operation from time to time at the Estate.

4.1.2. A residential Unit shall be used primarily for residential purposes (i.e. no business operations shall be permitted which necessitates clients visiting the Unit or accessing the Estate to the detriment of the Security Procedures and parking and/or causing a nuisance or disturbance to nearby or other residents).

4.2. Occupation of a Unit

The maximum number of persons allowed to reside at one time in one Unit shall not exceed the number of legitimate bedrooms in the Unit multiplied by two (2).

4.3. Water Heating and Chilling Installations

4.3.1. As regards the water heating and chilling installations installed in and on parts of the common property areas and which are insured by the Body Corporate, the Member who is entitled to the use and

enjoyment thereof shall pay the electricity consumption costs and maintain, repair and, when necessary, replace such an installation which serves that Member's Unit or exclusive use area.

- 4.3.2. Where such water heating and/or chilling installations serve Units or exclusive use areas owned by more than one (1) Member (i.e. a shared usage), the Members concerned shall share the consumption costs, and the maintenance, repair and replacement costs on a pro rata participation quota basis of the building concerned.

4.4. **Maintenance and Repairs to Unit**

If, despite written demand by the Body Corporate, a Member refuses or fails to:-

- 4.4.1. carry out work in respect of that Member's Unit; or
- 4.4.2. repair or maintain the Unit owned by that Member in a good state of repair;

and that refusal or failure threatens the stability of the common property, the safety of the building or otherwise materially prejudices the interests of the Estate, its Members or the Residents generally, the Body Corporate must remedy the Member's failure and recover the reasonable cost of doing so from that Member, provided that in the case of an emergency, no demand or notice need be given to the Member or Members concerned.

4.5. **Fireplaces**

No internal fireplaces using coal or anthracite shall be permitted in any Unit.

4.6. **Drying of Washing**

- 4.6.1. No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except on a screened drying yard or other designated area.

- 4.6.2. Items of washing must be reasonably screened from the direct view of neighbours.

4.7. Storage of Harmful Substances

- 4.7.1. No harmful or flammable substances may be kept at the Estate.
- 4.7.2. The provisions of Rule **4.7.1** shall not apply to the keeping of such substances in reasonable quantities as may be required for domestic purposes, such as LPG gas, which has been installed by a registered installer, or where reasonable quantities of fuel for lawnmowers, recreational vehicles or for use in and on commercial Units at the Estate.

4.8. Refuse

- 4.8.1. The Municipality is responsible for the collection of refuse. Each household is required to place refuse in the designated area at the designated times. It is not permitted to burn garden refuse. Soft gardening off cuts are to be placed in official garden refuse bags and put out for collection by the garden maintenance contractors engaged by the Body Corporate on the days designated for collection.
- 4.8.2. Under no circumstances shall any refuse be left outside of a Unit.
- 4.8.3. Under no circumstances shall empty paint cans / tins or any other hazardous materials be left outside of a Unit.

4.9. Exclusive Use Areas

- 4.9.1. Where a Unit has been allocated the exclusive use of a portion of the common property within the Estate:-
 - 4.9.1.1. in terms of in these Rules, then the exclusive use area shall be used solely for the purpose as set out in the Exclusive Use Area Layout Plan annexed to these Rules; or

- 4.9.1.2. by the Body Corporate, which will be entirely at the discretion of the Body Corporate, then the exclusive use area shall be used strictly in compliance with the conditions imposed by the Body Corporate.
- 4.9.2. No resident shall use any portion of common property within the Estate for any purpose whatsoever without the prior written consent of the Body Corporate.
- 4.9.3. The Body Corporate shall, on completion of all the Units in the Estate, engage a land surveyor to prepare a composite plan of all exclusive use areas within the Estate, which plan shall be incorporated as part of these Rules in terms of STSMA.

5. **GARDENS AND GARDEN LANDSCAPING**

5.1. **Private Garden Landscaping**

- 5.1.1. All gardening and landscaping at the Estate shall be undertaken by the Body Corporate.
- 5.1.2. A Resident shall only undertake gardening and planting on and within a designated area of an exclusive use area as determined by the Body Corporate.
- 5.1.3. The installation of first time / initial or new gardens shall comply with the procedures and Rules as laid down by the Body Corporate.
- 5.1.4. Private gardening is encouraged and all efforts to beautify the Estate are supported. Plant material shall be predominantly (70%/30%) indigenous.
- 5.1.5. Any proposed garden design layout shall be submitted for approval by the Body Corporate prior to the commencement of any garden installation.

5.1.6. The designated garden areas may change as construction of Units within the Estate progresses.

5.1.7. Trees may not be cut down, severely pruned or removed without prior permission from the Body Corporate.

5.2. **Garden Standards**

Where in the opinion of the Body Corporate the condition of a garden is not up to the standards required at the Estate, the Body Corporate shall be entitled to give written notice to the Resident, calling upon him/her to carry out the necessary improvements within a specified time.

5.3. **Failure to Comply with Garden Standards**

Should the Resident fail to carry out such work as requested, the Body Corporate shall be entitled to carry out the work required and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

5.4. **Revamp of Gardens**

Gardens that are substantially re-vamped must use a landscaper accredited by the Body Corporate, and shall maintain on a predominantly (70%/30%) indigenous plant regime. If work starts before submitted plans have been approved, the work will be stopped immediately.

5.5. **Garden Refuse**

Garden refuse generated privately by a Resident must be placed in the official garden refuse bags (to be supplied by Resident) and stacked on the pavement together with domestic refuse on the days of the week appointed for collection of refuse in the specific village. Garden refuse may not be put out on any other day, nor left out overnight.

5.6. **Landscapes**

No landscaping shall be undertaken by any Resident without the prior written permission of the Body Corporate.

5.7. Cutting of Grass and Lawns

The cutting of grass and lawns within the Estate, including on all designated exclusive use garden areas, shall be undertaken by contractors engaged by the Body Corporate.

5.8. Garden Maintenance Contractors

All garden maintenance shall be undertaken by contractors engaged by the Body Corporate.

6. PET CONTROL

6.1. Dogs and Cats

6.1.1. Written permission must first be obtained from the Body Corporate of the Estate before a dog or a cat may be brought onto the Estate. This permission will not be unreasonably withheld, provided there is compliance with these Rules, in particular those as set out in Rule 6.1 and with any conditions as may be imposed by the Body Corporate when granting permission.

6.1.2. No more than one (1) dog or one (1) cat will be permitted per Unit, provided that:-

6.1.2.1. no dogs and cats shall be permitted in an easy living studio Unit;

6.1.2.2. an Owner of a four (4) bedroom Weaver type Unit may apply to the Developer until the Body Corporate has been established, and thereafter to the Body Corporate upon its establishment, for permission to keep more than one (1) dog and/or cat on the Estate;

6.1.2.3. an Owner may apply to the Developer until the Body Corporate has been established, at the time of acquiring

a Unit, and thereafter to the Body Corporate, for an additional dog or cat that is an existing pet to be kept by such Owner on the Estate. The Developer or the Body Corporate, as the case may be, in granting permission, subject to the Owner's compliance with the other Rules as set out in Rule **6.1**, shall stipulate that the Owner shall not be entitled to replace such additional dog or cat on its death.

- 6.1.3. Dogs must be small and not be of a known aggressive breed.
- 6.1.4. All female dogs and cats must be spayed, and male dogs and cats neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.
- 6.1.5. Residents are, subject to the prohibition to keeping dogs and cats in easy living studio Units in terms of Rule **6.1.2.1**, permitted to keep a dog or a cat during the term of their tenancy/ownership, subject to authority being granted by the Body Corporate. The tenant's lease agreement must be accompanied by a letter from the Body Corporate granting authority to keep a dog or a cat.
- 6.1.6. Every dog and cat must at all times wear a collar with a legible nametag indicating the owner's name and telephone number. Any dog or cat found running loose without a nametag may be handed over the SPCA and any costs incurred will be for the owner's account.
- 6.1.7. All dogs and cats must be adequately contained in an area within a Resident's Unit and allocated exclusive use area, and when outside the Resident's Unit and exclusive use area, dogs and cats must be on a leash and under the control of a responsible person. Dogs and cats are not allowed to run loose on the common property areas of the Estate.
- 6.1.8. Owners of dogs must ensure that their pets are not permitted to bark incessantly and unnecessarily and thereby cause any disturbance to neighbouring Residents.

- 6.1.9. Municipality by-laws relating to dogs and cats must be observed, including licensing, numbers, rabies and inoculations.
- 6.1.10. Fouling by pets in common areas of the Estate, including allocated exclusive use areas must be removed immediately by the responsible owner of the pet. (For this purpose, owners are advised to carry a scooper or plastic bag whenever walking pets outside of their Unit).
- 6.1.11. Any pet on the Estate in contravention of these Rules shall be removed forthwith on notice from the Body Corporate.
- 6.1.12. No visitor may bring any pet onto the Estate.

6.2. Other Pets

- 6.2.1. All pets, regardless of species, may not be allowed to be or cause a nuisance or cause a disturbance or annoyance to others through barking, howling or squawking. No pet may be left alone in a Unit for a prolonged period of time.
- 6.2.2. Pets may not be left overnight unattended in a Unit, and suitable arrangements of engaging a friend or house sitter must be made, or the pets must be taken to a kennel off the Estate.
- 6.2.3. No birds, whether in a cage or not, will be allowed in the Estate without the prior approval of the Body Corporate, and then subject to such Rules as the Body Corporate may impose from time to time. Aviaries are not permitted under any circumstances.
- 6.2.4. Bees, pigeons, poultry, peacock, wild animals, livestock, snakes or other reptiles shall not be kept by the Residents on the Estate.
- 6.2.5. Any animal, bird or reptile on the Estate in contravention of these rules shall be removed forthwith on notice from the Body Corporate.

7. **SECURITY**

7.1. **General Security Procedures**

All procedures as set out in the Security Procedures are to be strictly observed at all times by all persons on the Estate.

7.2. **Alarm Systems**

Alarm systems may be installed in Units by alarm monitoring companies that have been approved by the Body Corporate. Any response to the alarm must be channeled through the Security Control room. No alarm company response vehicle will be permitted onto the Estate. Only alarms that are of the silent type may be used as no sirens are allowed. A list of approved alarm monitoring companies may be obtained from the Security Manager.

7.3. **Messenger of the Court, Sheriff of the Court and Police Officers**

Due to the nature of work of the above category of persons, and the judicial processes involved, the Body Corporate may not obtain confirmation from Residents prior to these persons entering the Estate, nor may the Body Corporate deny these persons access to the Estate. However, Security personnel will ensure that valid court orders and/or warrants are produced before access is permitted. Security personnel will escort such persons to the premises and ensure that all relevant laws are observed.

7.4. **Reporting to Security**

7.4.1. Security is a shared responsibility. Residents should report any suspicious or unlawful occurrence to the Security personnel immediately.

7.4.2. Complainant's names will not be supplied to offending Residents, unless the complainant authorises the divulgence of such details.

7.5. Access Cards

- 7.5.1. Access cards (or some other form of identification) to identify an individual and his/her authority to freely enter / exit the Estate shall be issued by the Body Corporate. It is imperative that access cards are not left in motor vehicles or any other place where a person may illegally use them to enter / exit the Estate.
- 7.5.2. Only persons permanently residing at the Estate guests or those authorised to work at the Estate, may be issued access cards. Each card holder shall be responsible for the safe keeping and ensure that the access card is not used by anyone other than the person to whom it was issued. Only one (1) card may be issued per person. If Security determines that another person is using an access card, they may confiscate or suspend or deactivate the access card.
- 7.5.3. On application for an access card, the applicant must produce an original and a copy of his/her Identity Document, Driver's Licence or passport and pay a prescribed administration fee.
- 7.5.4. Access cards shall only be issued to persons over the age of eighteen (18) years of age.

7.6. Security Gates and Booms

Every Resident shall stop at all security control gates and then proceed by operating his or her access card. Should a person not be in possession of his or her access card then the person may only proceed on being allowed to do so by the guard on duty after signing the "Residents without Access Card" register.

7.7. Pedestrian Access

All pedestrians entering or existing through the gatehouse area must use their access cards and proceed through the pedestrian turnstile.

7.8. Access to and Egress from Greenhaven Estate after Hours

Between 23h00 and 05h30, all persons (including Residents) leaving the Estate may be asked for certain information for identification purposes at the security gatehouse.

7.9. Visitor Procedures

- 7.9.1. Any Resident who wishes a visitor to enter the Estate, must contact the Security Control Room to register that visitor.
- 7.9.2. An extended stay visitor will be issued with a temporary visitor access card allowing him/her access to and from the Estate. This access card will only be enabled for the period of time for which the visitor has approval. The access card will remain the property of the applicant (Resident) being visited. A visitor's card will not extend for a period longer than one (1) month. Where a visitor stays for a period in excess of a month, it will be a requirement that the person then be issued with an access card incorporating the holder's photograph.

7.10. Contractor Procedures

- 7.10.1. Contractors who intend to work at the Estate for a period of five (5) days or less, must obtain a temporary work permit to allow them access to the Estate. Contractors, who intend to work for a period longer than five (5) days, must obtain an access card. Each person entering on a temporary permit must be in possession of a valid Identity Document which will be handed to Security personnel at the gatehouse on entry to the Estate. This access card will be returned on departure of the person.
- 7.10.2. All contractors must be registered with the Estate and/or with Security before entry is allowed.
- 7.10.3. All work shall be conducted from Monday to Friday between 06h00 and 18h00. No after hours work is permitted between 18h00 and 06h00 Monday to Friday, or on Saturdays, Sundays and Public Holidays unless prior written approval of the Body Corporate has

been obtained, and then only for exceptional emergency situations. All deliveries, with the exception of medicines and foodstuffs, shall be subject to this Rule.

7.11. Gate Houses and Booms

- 7.11.1. Gate houses are strictly out of bounds for anyone except Security personnel and other authorised persons.
- 7.11.2. Abuse of guards, in any manner whatsoever, is strictly prohibited. Any complaints regarding gates or their guarding must be directed to the Security Manager.
- 7.11.3. Tailgating (i.e. proceeding through the gates or booms when operated by a car in front) is strictly prohibited.

7.12. Furniture Removal

- 7.12.1. Access will only be granted to furniture removal vehicles on Mondays to Saturdays from 06h00 to 16h00. No furniture removal vehicle will be allowed into the Estate after 16h00.
- 7.12.2. No access will be given to furniture removal vehicles on Sundays and public holidays.
- 7.12.3. Due to the nature of the roads and vegetation, all large removal vehicles may be escorted to a designated area and a smaller shuttle vehicle is then required to transport furniture from the unit to the removal vehicles. This decision is delegated to the Security Manager.

8. USE OF ROADS

8.1. Speed Limits

- 8.1.1. The roads at the Estate, which form part of the common property, are private.

- 8.1.2. The speed limit throughout the Estate shall at all times not exceed twenty-five (25) kilometers per hour.

8.2. Valid Driver's Licence

Only persons holding a valid driver's licence shall be permitted to drive any vehicle or motor bike within the Estate.

8.3. Pedestrians

Pedestrians and disabled persons, including those persons using wheel chairs, shall be given the right-of-way on roads within the Estate.

8.4. Parking

Parking on roads, sidewalks and open lawn areas or in front of driveways to Units is prohibited. The reasonable use of the sidewalks and lawns for parking for a limited period is permitted when circumstances require it, i.e., when contractor's vehicles and visitors cannot reasonably be accommodated within the parking area of a Unit. Overnight parking on sidewalks, lawns or verges is strictly prohibited.

8.5. Motor Bikes / Dune Buggies / Off-Road Bikes / Quad Bikes

Unlicensed motorbikes, quad bikes and go-carts are not permitted to be driven anywhere within the Estate. Motor bikes, beach or dune buggies or any other motorized vehicle with a noisy exhaust system may only be driven quietly on the roads to allow access from the entrance gates to the Unit and vice versa.

8.6. Boats, Trailers and Caravans

Boats, trailers and caravans shall not be parked and/or stored anywhere on the Estate, except in a garage.

8.7. Cycling, Jogging and Walking

Cycling, jogging and walking on and along designated paths within the Estate are permitted.

8.8. Skateboards, Roller Skates and Powered Scooters

Skateboarding, roller skating and the driving/riding of powered scooters are not permitted on the roads, sidewalks, and designated paths at the Estate.

9. COMMUNAL, SPORTING AND RECREATION FACILITIES

9.1. Swimming Pool

- 9.1.1. Swimming at the community swimming pool is only allowed between the hours of 05h00 and 21h00 each day.
- 9.1.2. An adult must accompany any child under the age of sixteen (16) years.
- 9.1.3. Pets are not allowed around the poolside or in the swimming pool.
- 9.1.4. Pool furniture must not be removed from the swimming pool facility.
- 9.1.5. The use of the swimming pool must be done in such a way so as not to create an unreasonable nuisance or disturbance to those Residents living in close proximity to or to those Residents using the swimming pool. No person shall use the pool in a manner so as to interfere unreasonably with the enjoyment of any other users.
- 9.1.6. No pool cleaning equipment, pumps, piping, etc., may be used or moved by Residents, and only the appointed persons (outside agents or specially authorised residents) may operate the equipment.
- 9.1.7. The consumption of alcohol around the swimming pool shall be subject to the applicable terms and conditions of the liquor licence as referred to in Rule **9.2.13**, and shall be strictly controlled, and all

Residents and their guests shall at all times ensure that their conduct does not negatively impact on the amenity of other users of the swimming pool and its environs. Under no circumstances shall Residents bring their own liquor onto licensed premises, and no alcohol shall be consumed in, or brought into, the swimming pool.

- 9.1.8. Surfboards, cold drink cans, glass and hard objects of any sort are prohibited in the swimming pool.
- 9.1.9. The communal facilities at the swimming pool are for the exclusive use of Residents (Owners and tenants) of the Estate and their guests.

9.2. **Community Centre (Clubhouse)**

The Rules governing these facilities are as follows:-

- 9.2.1. Members may hire the Community Centre facilities from the Body Corporate for functions by the Residents of the Estate, provided that the Community Centre shall not be used for a private function for the whole day. The terms and conditions relating to the hiring of the Community Centre, including the hire charge, shall be set by the Trustees from time to time. Members must apply to the Body Corporate in writing, setting out the nature of the function to be held, and including the maximum number of guests that will attend the function. All private functions must be booked through the office of the Body Corporate at least two (2) weeks before the date of the function
- 9.2.2. The hiring and use of the Community Centre facilities by non-Residents shall only be permitted with the prior written approval of the Body Corporate, and then on such terms and conditions as are imposed by the Body Corporate.
- 9.2.3. No reservations will be taken for Sundays and public holidays. Functions such as weddings, religious festivals, business meetings, and any event for gain may not take place at the Community Centre.

- 9.2.4. Under no circumstances may any furniture be removed from the Community Centre. It is the duty of whoever uses the Community Centre to clear away all rubbish and stack away the cushions and chairs, and to leave the facility in a clean and tidy condition.
- 9.2.5. When the Community Centre is booked for use by a Member, exclusive use is only granted for the area under roof.
- 9.2.6. The swimming pool areas and additional braai facilities are available at all times for the use of Residents of the Estate and have to be shared.
- 9.2.7. The following may not be brought to or onto the Community Centre or facilities:- pets, horses/ponies, carousel swings, quad bikes, water slides, jumping castles and foam slides.
- 9.2.8. Children under sixteen (16) years of age must be accompanied by an adult at all times when at the Community Centre.
- 9.2.9. Under no circumstances shall any function take place at the Community Centre that is of a commercial or profit-making nature.
- 9.2.10. At the discretion of the Body Corporate, Security Guards may be posted while a private function takes place, and the cost thereof will be for the Resident's account and debited to Owner's levy statement.
- 9.2.11. The Body Corporate shall set the opening and closing times for the Community Centre, provided that all private functions shall close at 23h00, and Residents and their guests are to vacate these premises by that time. Noise and nuisance levels shall be monitored. Should there be excessive noise and nuisance then the Security Manager (or his duly authorised representative) shall, at his discretion, be empowered to call on the Resident to reduce the noise and nuisance levels, and failing to do so the Security Manager (or his duly authorised representative) may stop the event or function with immediate effect. (The peaceful residential

amenity of all Residents at the Estate, and in particular those residing in close proximity to the Community Centre, is paramount).

- 9.2.12. The use of the Community Centre by Residents and their invitees, shall be entirely at their own risk. Under no circumstances shall the Body Corporate be responsible for any personal injury, or loss or damage to property of any nature suffered by any person using these facilities.
- 9.2.13. With regard to the consumption of liquor at the Community Centre the following Rules shall be strictly applied:-
- 9.2.13.1. The Developer or its nominee shall apply to the relevant authorities for an on-consumption liquor licence in respect sale and consumption of liquor in designated areas of the Community Centre, in particular the, lounge and dining area/restaurant.
- 9.2.13.2 The consumption of liquor shall only take place on and within those areas of the Community Centre that are designated as the licensed premises.
- 9.2.13.3 No liquor shall be sold for consumption outside of or off the licensed premises.
- 9.2.13.4 Residents and their guests shall at all times comply with the liquor laws in operation from time to time, and in particular those specific terms and conditions relating to the liquor licence in respect of the Community Centre
- 9.2.13.5 Under no circumstances shall any person, whether an Owner or a non-resident, bring and/or consume his/their own liquor on or within the Community Centre, except with the prior written consent of the Body Corporate.
- 9.2.14. These Rules as contained in Rule **9.2** shall apply equally to the temporary Community Centre facility, insofar as applicable.

9.3. **Dams, Lakes and Streams**

Swimming in any dams, lakes, streams or other unrestricted water areas within the Estate is not permitted.

9.4. **Camping**

Camping is not permitted anywhere within the Estate.

9.5. **Picnicking**

Picnicking is permitted in and on designated common property areas within the Estate.

9.6. **Fishing**

Fishing is prohibited in any dam, lake or stream on the Estate.

9.7. **Firearms, Crossbows, Bow and Arrows**

Discharging of any firearm, air-gun or other lethal weapon, and the use of crossbows, bow and arrows, catapults, BB guns or other weapons is strictly prohibited at the Estate.

9.8. **General**

The communal and community facilities at the Estate shall not be used by guests or invitees unless accompanied by a Resident.

10. **DOMESTIC EMPLOYEES**

10.1. **Domestic Employees**

For the purpose of these Rules, domestic employees shall be defined as “any assistant” paid by a Resident to perform normal household tasks, including cleaning, dusting, sweeping, washing, ironing, cooking or gardening.

Residents shall be responsible to ensure that their employees / workers comply with all security requirements as well as all Rules of the Estate.

10.2. Casual Workers

Residents are encouraged not to use casual workers at the Estate. Should a casual worker occasionally be required then they must be recorded in and out at Security, where they have to leave their Identity Document and be escorted by the resident to and from a security gate.

10.3. Transport of Domestic Employees

10.3.1. All domestic employees must comply with instructions from Security when entering and travelling within the Estate.

10.4. Registration of Domestic Employees

10.4.1. All domestic employees shall be registered on an annual basis from the date of their first registration and are to obtain an access card for entry to the Estate. Access cards will be validated only for recognised normal business hours unless authorised otherwise by the Body Corporate. Registration shall require payment by Owners or occupiers of the annual administration fee due to the Body Corporate.

10.4.2. Owners and occupiers shall be responsible for ensuring that domestic employees in their employ leave the Estate.

10.5. Au-pairs and Nurses

All au pairs and nurses must be registered with the Body Corporate and the appropriate security clearance will be issued if all the required criteria related to such services are complied with.

10.6. Temporary Domestic Employees

A temporary permit must be obtained through Security for a domestic employee who will be working less than five (5) days. The domestic employee must hand in his/her valid Identity Document every day on entry to

the Estate, which will be returned when the domestic employee leaves the Estate. The Resident employing a domestic employee working for more than five (5) days must obtain an access card from the Body Corporate.

11. **LEVY PAYMENTS**

11.1. **Levy Procedures**

- 11.1.1. Owners must pay levies in full and in advance by the first (1st) day of each and every month.
- 11.1.2. Owners whose levy payments are in arrears at the seventh (7th) day of the month shall be liable to pay interest on the unpaid and due amount, calculated at the maximum permissible rate of interest in terms of the National Credit Act, 3 of 2005.
- 11.1.3. Owners whose levy payments are still in arrears after thirty (30) days shall pay immediately on being billed the full amount due, together with the next levy due, plus interest on the full unpaid and due amount, calculated at two percent (2%) above the prime rate of interest charged by First National Bank from time to time from the due date up until the date of payment.
- 11.1.4. Owners whose levy payments are in arrears after sixty (60) days shall be handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account. Access cards will be suspended, but entry into the Estate will be permitted.
- 11.1.5. Any interest on, or administration or collection fees for, outstanding levies shall be considered to be part of the levy and treated as such.
- 11.1.6. Where an Owner may have a particular problem regarding payment of levies, he/she may approach the Body Corporate with a request for special consideration and/or temporary relaxation of

the above Rules, which consideration and any decision resulting therefrom shall be entirely at the discretion of the Body Corporate.

- 11.1.7. Levy amounts may not be reduced or set off against real or perceived, partial or non-provision of services or for any other reason whatsoever, unless previously discussed with and sanctioned in writing by the Body Corporate. Owners who are “away” at month-end must make arrangements to ensure that the levy is paid by due date. Being “on holiday”, “away overseas” or “away on business” and like excuses are not acceptable reasons for late payment of levies.
- 11.1.8. Owners shall effect payment of their monthly levy by means of debit order which shall remain in operation and be maintained for so long as he or she remains an owner at the Estate.
- 11.1.9. The hire charge payable in respect of the use of the Community Centre shall be paid by the Owner or his lessee who has booked the Community Centre, which amount shall be included in the Owner’s levy statement. It shall be the responsibility of an Owner to collect such charges from his lessee.

11.2 Monthly Care Centre Facility Fee

In addition to payment of the monthly levy, every Owner of a residential Unit shall pay the Body Corporate the monthly Care Centre Facility Fee in operation from time to time, which shall be determined on a per unit basis and not in terms of the participation quotas of the units in the Scheme.

12. LEASE / SALE OF A UNIT

12.1. Lease of a Unit

- 12.1.1. An Owner may rent or lease his Unit in terms of a signed lease agreement, with the terms and conditions of the lease having been approved by the Body Corporate.

- 12.1.2. Letting agents used by Owners for the purposes of renting/letting Units shall comply with the directions of the Body Corporate in operation from time to time.
- 12.1.3. An Owner shall furnish the Body Corporate with a copy of the signed lease agreement and with the names and contact details of the lessees.
- 12.1.4. Owners shall inform lessees of the Rules of the Estate and furnish lessees with a copy of these Rules.
- 12.1.5. Any contravention of the Rules by a lessee shall, in addition to any right of recourse that the Body Corporate may have against the lessee, be deemed to be a contravention by the Owner.

12.2. Disposal and Transfer of a Unit

- 12.2.1. The Body Corporate's written consent to the alienation, disposal and transfer of a Unit within the Estate must first be obtained. Prior to the grant of any such consent the Owner must have settled all his/her obligations to the Body Corporate to the satisfaction of the Body Corporate.
- 12.2.2. An intending acquirer of a Unit is obliged, as part of any acquisition agreement, to become a member of the Body Corporate.
- 12.2.3. Estate agents used by Owners for the purposes of marketing and selling Units shall comply with the directions of the Body Corporate in operation from time to time.
- 12.2.4. Where an Owner wishes to sell his/her Unit privately and does not wish to use the services of an estate agency, then the Owner shall ensure that all requirements of, and obligations to, the Body Corporate are complied with prior to the conclusion of the sale.
- 12.2.5. The Owner and the acquirer of a Unit shall be liable for those fees, charges and contributions as provided for in these Rules, including payment of the contribution to the Body Corporate's Levy Stabilisation Fund as more set out in Rule **12.2.6**.

12.2.6. With specific regard to an Owner's liability to contribute to the Body Corporate's Levy Stabilisation Fund, the following provisions which have been incorporated as conditions of title applicable to the Estate shall apply:-

12.2.6.1. No residential Unit shall be transferred, alienated (excluding the registration of a mortgage bond) or otherwise disposed of (including the registration of a long lease) other than by the Developer, nor shall any shares, member's interest or beneficial interest in a company, close corporation or trust being an Owner be transferred, alienated, or otherwise disposed of without the prior written consent of the Developer, which consent shall not be withheld if a levy in the amount equal to 7,5% (seven comma five percent) of the profit on the transfer, alienation or disposal of such Unit, shares, member's interest or beneficial interest shall have been paid to the levy stabilisation fund or secured for payment to the satisfaction of the Body Corporate.

12.2.6.2. For the purposes of this Rule **12.2.6**, "profit" shall be the difference between the selling price as declared to the South African Revenue Service when such Unit was sold by the Owner to a third party (less any selling commission on such sale), or the market value of such Unit as determined by an estate agent appointed by the Body Corporate in the event of there being no sale, and the purchase price paid by the Owner when purchasing the Unit, or the market value thereof, when the Owner originally acquired the unit, as the case may be, and provided that any transfer fees and transfer duty paid by the Owner when originally acquiring the Unit shall be deducted in the calculation of the profit.

12.2.6.3. In the case of shares, member's interest or beneficial interest respectively in a company, close corporation

or trust owning a Unit, "profit" shall be the difference between the selling price of such shares, member's interest or beneficial interest (including loan accounts) when sold to a third party (less any selling commission on such sale), or the market value of the unit as determined by an estate agent appointed by the Body Corporate in the event of there being no sale, and the purchase price paid by the company, close corporation or trust when purchasing the Unit, or the market value thereof, when the Owner (i.e. company, close corporation or trust) originally acquired the Unit, as the case may be, and provided that any transfer fees and transfer duty paid by the company, close corporation or trust as Owner when originally acquiring the Unit shall be deducted in the calculation of the profit.

12.2.6.4. In the event that the surviving spouse of an Owner of a Unit, and who resides at such Unit, inherits such Unit upon the death of the registered owner, then such surviving spouse may, by written notice to the Body Corporate, elect to defer payment of the contribution to the levy stabilisation fund until such surviving spouse transfers or otherwise disposes of the Unit to a third party whereupon the contributions payable to the levy stabilisation fund on the transfer and/or disposal of the Unit both to and by such surviving spouse shall be paid to the Body Corporate.

12.2.6.5. The provisions of this Rule **12.2.6** shall not prejudice or affect the rights of any bondholder of the Unit who shall be entitled to the full proceeds due from any sale in execution of the Unit. Should the Unit be sold at a sale in execution to the bondholder, the Body Corporate shall waive payment of the levy to the levy stabilisation fund on transfer of the Unit to the bondholder. Any action by a bondholder of the Unit shall not prevent the Body Corporate from recovering from the registered owner the amount of the levy

payable by such owner to the levy stabilisation fund.

13. **GENERAL**

13.1. **General Conduct**

- 13.1.1. Respect and general consideration by all Residents for all other residents and all users at the Estate shall be exercised at all times.
- 13.1.2. Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other Resident(s), or his/her/their rights, in any manner deemed by the Body Corporate to be offensive and unacceptable, is strictly prohibited. This includes the beating of drums and playing of loud music.
- 13.1.3. Residents must take cognizance and ensure that their car alarms do not cause unnecessary disruption.
- 13.1.4. Abuse of Security personnel and/or Body Corporate staff members during the course of their duty is strictly prohibited. Abuse is constituted but not limited to physical, verbal and any form of intimidation.

13.2. **Burial, Slaughter and Curing of Animals**

- 13.2.1. No domestic animal carcass may be buried at the Estate.
- 13.2.2. No animal, bird or reptile may be slaughtered within the Estate, unless at least 21 (twenty one) days written notice has been given to the Trustees, and the Trustees have furnished written approval, which approval may include the imposition of conditions. The Trustees shall be entitled to withhold approval should the Trustees, in their discretion, be of the opinion that the proposed slaughter does not comply with Public Health and Animal regulations and by-laws, including but not limited to the Meat Safety Act, 40 of 2000 and the Regulations made thereunder.

- 13.2.3. No meat, skin, fish or carcass may be hung up to dry or to cure within the Estate.

13.3. Adverts / Publicity Material

No private, religious or commercial advertising notices or brochures are permitted to be distributed at and or around the Estate. (This Rule shall not apply to legitimate notices to Residents from the Body Corporate).

13.4. Hooting

The use of car hooters within the Estate to beckon or attract Residents or others is prohibited.

13.5. Auctions, Jumble Sales or Garage Sales

Any form of public or private auction or sale, jumble sale or garage sale anywhere within the Estate is prohibited, unless authorised by the Body Corporate.

13.6. Use of and Conduct in Open Spaces

- 13.6.1. The lighting of fires in any open space at the Estate is prohibited. Braaing at an authorised function or as an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose, is permitted.
- 13.6.2. Disturbing, collecting or destroying of plant material is prohibited except by authorisation from the Body Corporate
- 13.6.3. The use of any open space in a manner or through conduct, which may unreasonably interfere with the use and enjoyment thereof by other Residents, or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.

13.7. Feeding of Monkeys

The feeding of monkeys at the Estate is prohibited. It is an offence to shoot any monkey or animals at the Estate.

13.8. Graffiti

No person shall deface any property at the Estate by writing, drawing, spraying or any other manner whatsoever.

13.9. Post and Deliveries

Post and other deliveries to individual Units within Greenhaven Estate are not available, and will be delivered to a central point as determined by the Body Corporate for collection by Residents.

13.10. Fireworks

The lighting or letting off of fireworks within the Estate is strictly prohibited.

13.11. Parties and Functions on the Estate

13.11.1. Ordinary dinner parties and other social gatherings of reasonable proportions are considered part of normal living and of good social interaction. However, the holding of large celebratory functions at private residences within the Estate is discouraged for reasons of disruption to security, parking problems and general inconvenience to other Residents.

13.11.2. Large functions should be held at the Community Centre where there is adequate parking and facilities. Special written permission is required for any function to be held within the Estate where more than thirty (30) people may be attending. This permission must be timeously obtained prior to the proposed date of the function. When considering such a request, the Body Corporate will take into account the position of the Unit proposed to be used in relation to gates, proximity to neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed marquee; arrangements at gates, requirements for

security and additional guards, as well as any other matter of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed appropriate.

- 13.11.3. Any private outside gathering at a Unit may not extend past 23h00, after which time the gathering (and all persons) must move indoors.
- 13.11.4. Music being played at any function may not interfere with any neighbours.
- 13.11.5. The use of laser lights, strobe lights, or any other form of flashing lights is strictly prohibited at the Estate.
- 13.11.6. Restrictions imposed on any function shall be strictly adhered to.

14. **FAILURE TO COMPLY WITH THE RULES**

- 14.1. If a Resident fails to comply with any provisions of any Rules, the Body Corporate may:-
 - 14.1.1. call for an explanation and/or apology from the Resident and/or
 - 14.1.2. impose a reprimand and require the Resident to remedy the breach and/or comply with the relevant Rule; and/or
 - 14.1.3. may impose a fine which has to be paid within fourteen (14) days of issue and shall be deemed to be a part of the levy due by the owner; and/or
 - 14.1.4. withdraw any previously given consent applicable to a particular matter; and/or
 - 14.1.5. order the Resident to pay for damages resulting from non-compliance with any Rule; and/or
 - 14.1.6. take legal action against any Resident for the enforcement of the Rule/s.

- 14.2. Any contravention of the Rules by any person who gains access to the Estate on the authorisation of a Resident shall be deemed to be a contravention by the Resident concerned.
- 14.3. The actions to be taken and the penalties to be imposed for breaches or contraventions of the Rules shall from time to time be decided, and implemented, by the Body Corporate.
- 14.4. Should any Resident be aggrieved by any decision made by the Body Corporate, he/she may, after having first paid the fine, lodge an appeal within seven (7) days of the fine being paid, to the Body Corporate. The appeal should contain sufficient facts and/or information relating to the matter which the Resident concerned believes would justify a finding which is different to that initially imposed.
- 14.5. Fines imposed for the breach of non-compliance with the Rules shall be deemed to be part of the levy due by the Owner.