

“THE ORCHARD ESTATE”

BODY CORPORATE

(SS NO: TO FOLLOW)

IMAGE TO FOLLOW

RULES, REGULATIONS & GUIDELINES

Table of Contents:

1.	Conduct Rules - Overview	Pg 4
2.	Animals, Reptiles and Birds	Pg 4 - 5
3.	Refuse Disposal	Pg 5 - 6
4.	Vehicles, Roads and Parking	Pg 6 - 9
5.	Fire Protection	Pg 9 - 10
6.	Business Practices	Pg 10
7.	Children	Pg 10 - 11
8.	Gardening & Landscaping	Pg 11 - 12
9.	Ritual Slaughtering	Pg 12
10.	Employees	Pg 12 - 13
11.	Air conditioners, burglar bars, alarms and other fixtures	Pg 13 - 14
12.	Exclusive Use Areas	Pg 14
13.	Damage, alterations or additions to the common property	Pg 14
14.	Appearance from outside & signage	Pg 14 - 15
15.	Littering	Pg 15
16.	Laundry	Pg 15
17.	Storage of flammable material and other dangerous acts	Pg 15 - 16
18.	Occupancy & letting of units	Pg 16 - 17
19.	Noise levels	Pg 17
20.	Eradication of pests	Pg 17
21.	Damage, Alterations and Additions to the common property and structural alterations to the interior of sections	Pg 18 - 22
22.	Gas installations	Pg 22
23.	Use of portable generators	Pg 22
24.	Zoning	Pg 22
25.	Immoral behaviour	Pg 23
26.	Furniture removal	Pg 23
27.	Security	Pg 23 - 24
28.	Drones	Pg 24
29.	Unallocated / Unceded Exclusive Use Areas	Pg 24
30.	Contravention of Laws and Rules	Pg 25
31.	Fines	Pg 25 - 26
32.	Offences Schedule	Pg 27 - 29

BACKGROUND:

In order to ensure that a lifestyle of high quality for all occupants of “**THE ORCHARD ESTATE**” is maintained, it is essential that owners/occupiers strictly adhere to the rules contained in this document. The purpose of this document is to protect that lifestyle by regulating activities that have an impact on other occupiers. It will also result in the establishment of a harmonious community where occupiers respect their private properties as well as the communal property within the complex, and behave in a considerate manner towards one another, ensuring that the value of the investments of all owners are enhanced.

A: APPLICABILITY

In terms of **Section 10 (2) b** of the **Sectional Titles Schemes Management Act No 8 of 2011 (“STSMA”)**, the Body Corporate hereby publish the following Schedule of Conduct Rules. These Rules replace the Regulations, annexure 2 – Conduct Rules in the Sectional Titles Schemes Management Act. They are in addition to the requirements of the Sectional Titles Schemes Management Act, (as amended) and all the other requirements of the Sectional Titles Schemes Management Act – Management Rules (Annexure 1), the Sectional Titles Act (as amended) and the Community Schemes Ombud Service Act and any Rustenburg Local Municipality bylaws. These rules replace all previous rules and shall be effective from the date of registration with the relevant government department, a copy of which is attached.

- (1) These Conduct Rules, prescribed in terms of the Sectional Titles Schemes Managing Act, 2011 (Act No. 8 of 2011), as amended from time to time, are applicable to and binding upon the trustees, the manager (if so contracted), the managing agent (if so contracted), and all owners, tenants (lessees) and other occupiers of sections.
- (2) It shall be the responsibility of an owner to ensure compliance with these Rules by the tenant (lessee) or the occupier of his section, including, his or their employees and contractors, visitors (guests) and family members.
- (3) An owner is strictly liable for payment in respect of any damages caused by and for any penalty imposed on him or on any person referred to in sub-rule (2) above.

B: DIRECTIVES

- (1) The trustees may from time-to-time issue Directives in connection with any Conduct Rule.
- (2) The Directives shall not be in conflict with any Management or Conduct Rule.
- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorised to create further Conduct Rules through their issuing of Directives.

1. **CONDUCT RULES - OVERVIEW:**

1.1 **Authority:**

The Rules of the “**THE ORCHARD ESTATE**” are binding upon all owners of the Body Corporate, as well as all residents in the complex.

1.2 **Owners’ responsibility:**

Each member is responsible for ensuring that he/she and all persons residing in his/her unit, and his/her guests, employees, contractors and/or agents understand and abide with these rules. Ignorance of the rules shall not constitute a reason for non-compliance.

1.3 **Liability:**

Neither the Body Corporate of “**THE ORCHARD ESTATE**” their Trustees, Management Agents or employees can be indemnified for any loss or damage to any building, person or property anywhere on the common property howsoever and by whomsoever caused, and whether by any act or omission of any of the foregoing, and members/residents cannot waive any claims and indemnify them against incidents which at any time may arise in consequence of any act or omission. The body corporate has perpetual succession and is capable of suing and of being sued in its corporate name in respect of any matter arising out of the exercise of any of its powers or the performance or non-performance of any of its duties under this Act or any rule.

1.4 **Dispute Resolution:**

In the event of a dispute, the concerned parties must endeavour to resolve the matter in a spirit of respect and tolerance. In the event that disputes cannot be resolved between the parties, then they should be brought to the notice of Trustees, in writing.

1.5 **Body Corporate Decisions:**

The decisions of the Trustees of the Body Corporate on the interpretation of these rules are binding on all residents.

2. **ANIMALS, REPTILES AND BIRDS:**

2.1 The owner or occupier of a section **must not**, without the trustees’ written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a section or on the common property.

2.2 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees’ consent to keep that animal in a section and to accompany it on the common property.

2.3 The trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a section or on the common property.

2.4 The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule 2.3.

- 2.5 No resident / occupier may have more than **2 (two)** pets in their section.
- 2.6 All pets must be registered, subject to approval from the Trustees, by completing the *Pet Application Form*, and must wear a name tag, noting the unit number and contact details of its' owners.
- 2.7 All dogs shall be assessed on breed and will not be allowed unless such permission is granted by the Trustees.
- 2.8 No dog shall be permitted to walk on the common property without a leash.
- 2.9 No dog may endanger the gardener/s in his / their duties or any other contractor that needs to inspect the common property for whatever reasons.
- 2.10 If any pets cause any nuisance, the owner or occupier will receive three written warnings, after which the owner or occupier will be requested to make alternative accommodation arrangements for his animal within a reasonable time of the final written warning. Should the owner or occupier not make such alternative accommodation arrangements within such reasonable time period, the Trustees of the Body Corporate shall be obliged to approach CSOS for an order to instruct the removal of the pet from the premises.
- 2.11 Pets shall be properly controlled at all times and must not be allowed to foul the common property. Should they do so, the owner/carer of such pet shall clean up any defecation.
- 2.12 The keeping of livestock, chickens or any other animals of similar nature are prohibited.
- 2.13 No reptiles, snakes, parrots, or parakeets may be housed in any unit or be permitted on the common property.
- 2.14 No pets may be brought onto the common property or into any section by any visitors, employees or contractors.
- 2.15 Any pet left abandoned, unattended or unsupervised for any period of time, or any pet not provided with adequate food and water at all times, or any pet that is abused in any manner or form, will be removed from the scheme by the SPCA or any other appropriate authority on the instruction of Trustees.
- 2.16 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.

3. REFUSE DISPOSAL:

An owner or occupier of a section shall:

- 3.1 maintain in a hygienic and dry condition, a receptacle for household refuse within his section, his exclusive use area or on such part of the common property as may be

authorized by the Trustees in writing, and ensure that this receptacle is stored out of sight from other residents;

- 3.2 ensure that household refuse shall be placed in municipal refuse bags, prior to it being disposed of, as the use of shopping bags in order to discard of refuse is strictly prohibited;
 - 3.3 ensure that tins are completely drained and broken glass are securely wrapped before placing it in municipal refuse bags;
 - 3.4 ensure that the household refuse is placed out for collection in the refuse bay, to allow for the weekly removal thereof;
 - 3.5 ensure that *no* garden refuse is placed in the refuse bay, as the RLM will not remove it;
 - 3.5 ensure that municipal refuse bags are not stored on stoeps or patios;
 - 3.6 ensure that no household refuse, or litter bags shall be dumped on any public communal area, including the communal roads, sidewalks, stoeps or patios.
 - 3.7 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

4. VEHICLES, ROADS AND PARKING:

4.1 Use of road:

The roadways in the complex are for the use of all residents, whether on foot, cycle or in a motor vehicle. Owners and occupiers must remember that pedestrians, which may include small children, frequently use the roadways in the Complex and motorists should always drive with caution.

4.2 Vehicles entering/leaving the complex:

Vehicles must enter or leave the complex at a safe speed, and as quietly as possible with due regard for the safety of residents, particularly children.

4.3 Parent's responsibility:

Parents shall ensure that if toddlers or children under the age of twelve (12) years play on the roadways, they do so under supervision of adults and remain aware of possible dangers from vehicles.

4.4 Parking of vehicles:

4.4.1 Owners and occupiers may only park in their allocated parking areas, hence under their allocated carports or garages.

4.4.2 Vehicles shall be parked in carports or garages at all times so as to leave manoeuvring space to access using the roadway and common property.

- 4.4.3 Owners / occupiers may not park on visitors' parking on the common property.
- 4.4.4 Due to space constraints, no owner/tenant/occupier are allowed to have more than 2 (two) vehicles in the complex. For any additional, required vehicles (i.e., company vehicles), occupiers need to apply to the Board of Trustees for the allocation of additional parking.
- 4.4.4 Residents are responsible that their visitors park their vehicles in the Visitors Parking area and that they not cause any obstruction.
- 4.4.5 Owners or occupiers shall park their vehicles with care and consideration so as not to restrict free access of other residents.
- 4.4.6 No owner or occupier shall park or stand any vehicle upon the roadway, thereby restricting the movement of other vehicles in the complex.
- 4.4.7 Only roadworthy vehicles are allowed to be parked in the complex.
- 4.4.8 No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the Trustees in writing.
- 4.4.9 No person will be allowed to reside or sleep in a vehicle, or on any part of the common property.
- 4.4.10 No person will be allowed to play loud music from a vehicle.
- 4.4.11 An owner or occupier who is in breach or non-compliance with the provisions of these Rules, or any Directive issued; shall be subject to the imposition of a fine in terms of Rule 31.1 hereafter, after first having received a FIRST warning.
- 4.5 **Damage to common property:**
Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- 4.6 **Repairs to vehicles:**
No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- 4.7 **Quad bikes and Motor bikes:**
Quad bikes and motor bikes may enter and exit the complex, but may not be driven around the complex for recreational purposes.
- 4.8 **"Revvng" of vehicles:**
The "revvng" of vehicles in the complex is strictly prohibited.

- 4.9 **“Hooting” of vehicles:**
“Hooting” in front of the gate as well as in the complex is strongly prohibited and is applicable to residents and visitors alike.
- 4.10 **Washing of vehicles:**
The use of complex water to wash vehicles is strictly prohibited.
- 4.11 **Public transport:**
No taxis or other forms of public transport of whatsoever nature is allowed within the Complex. However, meter taxis for a pick up or drop off is permitted, with the requester being responsible for arranging the entry and exit of such motor vehicle.
- 4.12 **Trucks / delivery vehicles:**
Trucks or delivery vehicles exceeding 3 000 kg capacities is not permitted to enter the complex as it will damage the paving and the curbs. However, the Trustees must be contacted for consideration of vehicles exceeding 3 000 kg, in order for them to make a decision.
- 4.13 **Furniture removal vehicles:**
Furniture removal vehicles exceeding 3 000 kg capacity will not be allowed to enter the complex and have to be parked outside from where the items must be carried in/out of the complex either by hand, or transported by means of smaller vehicles.
- 4.14 **Further Directives:**
An owner or tenant shall comply with any further Directives issued by the Trustees in respect of this Conduct Rule.
- 4.15 **Wheel clamping:**
The Trustees may clamp, at the risk and expense, including the payment of a release penalty to be determined by the Trustees from time to time, any vehicle, parked or abandoned in contravention of these Rules.
- 4.16 **Removal of vehicles:**
The Trustees may impose a fine in terms of Rule 34.1 to the owner of a relevant unit after a FIRST warning was issued, for any vehicles parked, standing or abandoned on the common property without the Trustees’ consent.
- 4.17 **Caravans, boats and trailer:**
Caravans, boats, trailers and the like may not be parked on the common property without the permission of Trustees. If permission is granted, caravans, boats and trailers will only be permitted to be parked on the common property for a period not exceeding **two (2)** days at a time.
- 4.18 **Use of garages and carports:**
Garages and carports may not be used as storing areas for furniture or any other articles.

4.19 **Imposition of fines:**

Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.

5. **FIRE PROTECTION:**

5.1 **Electricity Supply:**

Under no circumstances may owners or occupiers tamper with or have work done on the electrical apparatus that serves the common property. Any electrical faults detected on the common property must be reported to the Trustees.

5.2 **Electrical Apparatus in units:**

Fans, Heaters, Stoves, Kettles, Lights and other household appliances must be checked regularly and maintained by the owner or occupier and when necessary, be repaired by a registered electrician. 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 not in use. All plumbing and electrical work shall only be affected by qualified and where applicable, licensed or registered workers. The onus are on the owners of units to ensure that the services of qualified, accredited electricians / plumbers are used for maintenance to their units.

5.3 **Braais:**

Braais must always be held with due consideration to neighbours and are prohibited on the common property, except where facilities have been provided. Matches and lighters should be handled with care and kept out of reach of children.

5.4 **Fireworks:**

No fireworks of any kind are allowed to be set off or stored on the premises.

5.5 **Storage of flammable materials:**

No flammable material may be stored in a section or exclusive use area.

5.6 **Fire extinguishers:**

The use of fire hydrants or fire hose reels to wash cars, vehicles, equipment or any other object is not permitted under any circumstances. These have been installed to deal with fire emergencies. Abuse of this equipment is not only inconsiderate but against council by-laws, and therefore illegal.

Any person found tampering with the seals or breaking the seals or in any way using/having used the fire hoses/fire hydrants for any other purpose other than that for which it was intended or causes any consequential damage to the fire hoses/fire hydrants will be fined the re-seal fee that it will cost the Body Corporate to have them resealed and /or repaired.

5.7 Imposition of fines:

Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after first having received a FIRST warning.

6. BUSINESS PRACTICES:

- 6.1 No owner or occupier of a unit may run any business whatsoever from a unit for profit or otherwise without the written consent of the Trustees and in compliance with the town planning scheme.
- 6.2 No auction or jumble sale may be held in or on the property.
- 6.3 Hawkers will not be allowed into the Scheme at any time.
- 6.4 An owner shall not use his unit or allow his unit to be used for any purpose that is injurious to the reputation of the Scheme.
- 6.5 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

7. CHILDREN:

- 7.1 Children are subject to the Conduct Rules in the same way as adults.
- 7.2 Owners and occupiers must supervise and control their children and their visitors' children in order to avoid damage to the common property and inconvenience to other residents. In particular, children must not tamper with name plates, plants, fixtures and fittings, climb on roofs and walls, loffels, or play with the taps on the common property.
- 7.3 The use by children of bicycles / tricycles on the common property is at the owners' and occupiers' own risk and is permitted as long as it does not constitute a nuisance to other residents. Any damage caused to common property areas due to reckless or careless use will be for the residents' account and the use of bicycles or tricycles on the common property may be withdrawn by the Trustees. Bicycles / tricycles may not be left on the common property or obstruct the movement of other vehicles.
- 7.4 All bicycles / tricycles must have appropriate lights and reflectors. The Body Corporate is indemnified against any accident, loss or damage sustained by any owner or occupier, their family, friends, employees and visitors if the above is not adhered to.
- 7.5 Roller skates, skateboards, roller blades or roller balls and similar devices may not be used on the common property.

- 7.6 Parents will at all times be held responsible for the acts of their children and their visitors' children. Children under the age of 12 must be accompanied by their parents/carer at all times.
- 7.7 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

8. GARDENING & LANDSCAPING:

- 8.1 No permanent structures may be erected, or large trees planted on the common property.
- 8.2 Weep holes in any garden walls should be kept clear of debris and growth at all times to allow for the natural flow of water as designed by the engineer.
- 8.3 Care should be taken when mowing the lawn as to not cause damage to fences, boundary walls and walls to any sections which in turn may cause defective waterproofing or which may damage any paintwork.
- 8.4 The owner or occupier must ensure the garden gate is timeously opened for the gardening service on the scheduled day / time for maintenance and kept closed at all other times.
- 8.5 The garden gate is for maintenance use only and shall not be used for access purposes to the section.
- 8.6 No plants, trees or shrubs may be removed from the common property without the prior written approval from the Trustees.
- 8.7 Gardens and plants on any part of the common property are for the enjoyment of all owners and occupiers and no wilful damage will be tolerated.
- 8.8 The natural passage of storm water drainage over the common property shall not be interfered with or altered.
- 8.9 In the interest of privacy and aesthetics, wall plants, creepers and/or hedges may be planted along fences and/or boundary walls of those units with allocated garden exclusive areas, provided such wall plants, creepers and/or hedges do not cause damage to such walls, including brickwork, plaster or any other parts of the structure thereof. The Body Corporate shall be entitled to recover the costs incurred in the repairing of any walls, brickwork, including any paintwork from the owner or occupier responsible for such unlawful planting.
- 8.10 In the event if creepers or other plants and trees growing on the exterior of a section, the owner directly in front of which the base of the creeper is situated, shall be responsible therefore. Should such creeper or plant grow onto an adjoining section, the owner shall be obliged, if called upon by the Trustees in writing to either control the creeper to the

satisfaction of the adjoining owner to remove it altogether. No creeper shall be allowed to grow in such a manner as to cause damage to the building or the exterior thereof

- 8.11 An owner 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 authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests.
- 8.12 The costs of the inspection, eradicating and such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.
- 8.13 Private gardens and/or exclusive use areas must at all times be kept neat.
- 8.14 Garden tools and other equipment may not be kept in any place where they will be in view from other units or any portion of the common property.
- 8.15 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.

9. RITUAL SLAUGHTERING:

- 9.1 Other than in circumstances where the owner or occupier is in possession of a valid license or permit issued by the Municipality or other relevant authority relating to the slaughtering of animals, ritual slaughtering is not permitted within the scheme, whether or not in a section or on the common property.
- 9.2 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.

10. EMPLOYEES:

- 10.1 Persons employed in the section by any owner or occupier shall be required to register with **"THE ORCHARD ESTATE"** Body Corporate. The owner or occupier employing such worker shall complete and deliver to the **"THE ORCHARD ESTATE"** Trustees a registration form, two identity document sized photographs and a copy of the worker's identity document and furnish the **"THE ORCHARD ESTATE"** with details of the days on which the worker is employed in the section.
- 10.2 Workers shall be entitled to access the scheme and the common property to perform their duties and shall be issued with access cards, the reasonable costs of which shall be recovered by the owner or occupier employing such domestic worker.

- 10.3 Workers and any other persons who may be employed by an owner or occupier at a section shall not be entitled to use and enjoy facilities on the common property, other than with the prior written consent of the Body Corporate.
- 10.4 Owners or occupiers employing workers at their sections shall furnish such employees with a copy of these Conduct Rules and ensure that such persons comply therewith.
- 10.5 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.

11. AIR CONDITIONERS, BURGLAR BARS, ALARMS AND OTHER FIXTURES:

- 11.1 No satellite dishes or antennae shall be fixed to the common property without the written consent from the Trustees.
- 11.2 Air conditioner condenser types and the location thereof shall be considered and may be approved by the Trustees from time to time. As a rule, however, air conditioners and all associated apparatus shall not be housed on terraces forming part of any of the sections and shall be positioned in areas which are, ordinarily, out of sight.
- 11.3 All compressors/condensers shall be screened from view in accordance with screens, the specification, size and location of which shall be submitted to and approved by the Trustees in writing.
- 11.4 No owner or occupier of a section shall be permitted to install burglar proofing to any external doors or windows in the section other than to a design, standard and specification submitted to and approved by the Trustees in writing.
- 11.5 The prior written consent of the Trustees shall be obtained prior to the installation of any burglar proofing to any section.
- 11.6 Owners shall be entitled to install an alarm system in their unit provided that all such alarm systems are to be of the silent/buzzer alarm type so as not to cause any disturbance to owners or occupiers. Under no circumstances shall owners be allowed to install alarm systems in their units which have a siren or similar noise generating capabilities which is not connected to an alarm monitoring company. The Trustees shall have the right to direct that all such alarm systems that do not comply with this rule be removed forthwith.
- 11.7 No other fixtures such as solar panels, cabling, awnings, washing lines or antennae's will be affixed to any part of the buildings without first having obtained the written approval from the Trustees as to the precise location for the mounting of such item/s.
- 11.8 The Trustees have the right to have any fixture or fitting that is not installed with the guidelines as set out in this clause 11 removed at the owner's expense.

- 11.9 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

12. EXCLUSIVE USE AREAS:

- 12.1 No Wendy houses, sheds, Zozo huts, jungle gyms, gazebos, boats, caravans etc. may be erected or stored on or in an exclusive use area at any time, except with the written consent of the Trustees.
- 12.2 Exclusive use areas are to be kept in a tidy and in a hygienic condition at all times.
- 12.3 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

13. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY:

- 13.1 An owner or occupier shall not mark, paint, drive nails or screws or the line into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the Trustees.
- 13.2 The costs incurred by the Body Corporate in repairing damage to the common property by an owner, occupier or any persons visiting or invited onto the common property by any owner or occupier shall be borne by the owner who allowed such occupier or persons visiting or coming onto the common property to do so and who shall forthwith make payment of the costs of the repaid demand by the Body Corporate.
- 13.3 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

14. APPEARANCE FROM OUTSIDE & SIGNAGE:

- 14.1 No owner or occupier shall place or do anything on any part of his section and/or the common property, including balconies, patios, steps, and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 14.2 No owner or occupier shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the Trustees first having been obtained.
- 14.3 An owner may not display or permit the display of any marketing, "For Sale", "To Let" or "Sold" boards of agents outside his unit.

- 14.4 Owners/occupiers will adhere to all signage on the common property including signs which depict direction or place restrictions on use of the common property and may not remove any signage so erected.
- 14.5 The owner or occupant of a unit shall not place in or do anything to the section which is, in the discretion of the Trustees aesthetically displeasing or undesirable when viewed from the outside of the section.
- 14.6 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

15. LITTERING:

- 15.1 An owner or occupier shall not deposit, throw, or permit or allow to be deposited or thrown, anywhere on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 15.2 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

16. LAUNDRY:

- 16.1 An owner or occupier shall not, without the consent in writing of the Trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.
- 16.2 Clothing may be hung on clothes horses but it is to be stored away as soon as the washing is dry.
- 16.3 Neither the Body Corporate, the Trustees, or the managing agent shall be liable to any owner, occupier or tenant for the theft or loss of any items from the provided washing lines.
- 16.4 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

17. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS:

- 17.1 An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may

jeopardise the safety of the scheme or its occupants or which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

- 17.2 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.

18. OCCUPANCY & LETTING OF UNITS:

- 18.1 The maximum number of occupants of any section shall be restricted to the number of occupants for which the relevant section was designed, i.e. **two (2)** persons per bedroom.
- 18.2 Owners must provide the Trustees with such detail and information relating to the tenant as the Trustees may reasonably determine and shall complete and submit, prior to a tenant taking occupation of the said section, a duly completed application form to the Trustees or their nominated agent.
- 18.3 All occupiers are obliged to comply with these rules, notwithstanding any provision to the contrary contained in any lease or terms of any grant of right of occupancy.
- 18.4 No lease of a unit shall in any way release or absolve the owner of that unit from any of his obligations to the Body Corporate in terms of the Management Rules, the Act or these rules.
- 18.5 No section may be used as a commune. No more than **two (2)** persons per bedroom may occupy any residential section.
- 18.6 No tenant may occupy a section until they have concluded a written agreement with the Body Corporate in terms of which the proposed occupier of the section acknowledges receipt of and undertakes to adhere to these rules and undertakes to ensure that their family, invitees and staff adhere to these rules.
- 18.7 No residential section may be let by any owner or be sublet by any occupier for a period of less than **three (3)** months.
- 18.8 No "Air B & B" or similar leasing / bed and breakfast / hotel / serviced apartment arrangements or schemes shall be permitted in a residential section, save with the prior written consent of the Trustees.
- 18.9 An owner shall furnish the Trustees with:
- 18.9.1 full details of any lease that may have been or be concluded and provide the Trustees with a copy of that lease;
- 18.9.2 full details of the tenant or person who will occupy the section, including but not limited to copies of identity documents, employment details, contact telephone

numbers and email addresses and any other documentation which the Trustees may deem relevant or necessary.

- 18.10 All Occupants are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy, and an owner shall at all times be jointly and severally personally liable for any transgression by an occupier of these Conduct Rules.
- 18.11 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

19. NOISE LEVELS:

- 19.1 Radios, hi-fi's, tape recorders, television sets and musical instruments shall not be used in such a way as to cause unreasonable disturbances or annoyance to any owner or occupier and shall be kept to a minimum level.
- 19.2 The noise level of parties and gatherings must not cause any disturbance to any of the owners/occupiers and if any complaint is received, the level of noise must be reduced to an acceptable level.
- 19.3 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

20. ERADICATION OF PESTS:

- 20.1 An owner shall keep his section free of all damage-causing insects and, to this end, shall permit the Trustees, the managing agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.
- 20.2 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.
-

21. DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO THE INTERIOR OF SECTIONS:

MINOR ALTERATIONS

21.1 As far as minor alterations, fixtures or additions are concerned, an owner, lessee or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.

21.2 Notwithstanding sub-rule (1), an owner or person authorized by him or her, may install -

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

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

provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.

21.3 An owner or person authorized by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, carport covers, steps, braais or similar items without the prior written consent of the Trustees, who may attach reasonable conditions to their consents.

21.4 A request for the Trustees' consent or approval contemplated in sub-rules (21.1), (21.2) or (21.3), must be made in writing to the Trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.

21.5 Trustees' consent for such structures as contemplated in sub-rule (21.3) may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost. Should an owner fail to remove such item and any such failure persists for a period of 30 (thirty) days after written notice to remove given by the Trustees or the Managing Agent on their behalf, the Trustees may have same removed at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting there from.

STRUCTURAL ALTERATIONS

21.6 Any structural alteration affecting a section and the common property, and alterations to work to plumbing, electrical installations or conduits, may only be carried out after:

- (a) compliance with all relevant provisions of the Sectional Titles Schemes Managing Act, 2011 (Act No. 8 of 2011), and the Rules;
 - (b) obtaining the written approval of the local authority, if applicable;
 - (c) obtaining the written consent of Trustees, which may be accompanied by conditions;
 - (d) obtaining a unanimous resolution of owners to make additions to the common property.
- 21.7 All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority.
- 21.8 Whereas an owner may affect alterations to the interior of his or her section, no work may be done to weight-bearing walls without the written consent of the Trustees, who may impose conditions.
- 21.9 In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the Trustees, involves structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section:
- 21.9.1 A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their provisional consent.
 - 21.9.2 The Trustees may grant provisional consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The Trustees may request that a report by a structural engineer or architect be furnished.
 - 21.9.3 If provisional consent is given, the owner must proceed to have building plans prepared and approved by the local authority (if required), and which may not deviate from the sketch plan.
 - 21.9.4 Before final approval, the Body Corporate must, on application by an owner and upon **special resolution** by the owners, approve the extension of boundaries or floor area of a section in terms of the Sectional Title Act.
 - 21.9.5 A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the Trustees.
 - 21.9.6 If considered necessary by the Trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations.

21.9.7 Within 14 (fourteen) days of obtaining the required information and advice, the Trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused, reasons must be provided. The consent may also be accompanied by reasonable conditions.

21.9.8 A deposit as determined by the Trustees from time to time, shall be payable by the owner, before work may commence.

ALL ALTERATIONS

21.10 In respect of all work done at the instance of an owner of a section, the following shall apply:

21.10.1 The owner shall liaise with the Trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises. The owner shall furnish the Trustees and Managing Agent with the contact details of all contractors who intend to enter the premises.

21.10.2 The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines and must be uniformly done.

21.10.3 All doors, including garage doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building or common property.

21.10.4 The owner accepts responsibility, and shall be liable to the Body Corporate (or owners, as the case may be), for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the Body Corporate against such damage or any claims arising there from.

21.10.5 The electricity supply of the Body Corporate may not be used without the specific consent in writing of the Trustees, who may assess the costs of such usage for the account of the owner.

21.10.6 Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 08h00 to 18:00, or during the hours 09h00 to 13h00 on Saturdays, but not at all on Sundays or proclaimed Public Holidays.

21.10.7 Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupiers must be concluded as expeditiously as possible, within the time frame specified, if any. Any rubble or other building material, tools or equipment shall be removed from the common property or any part of a section as soon as possible or within such reasonable time as determined by the Trustees.

- 21.10.8 A deposit of R10 000.00 (Ten Thousand Rand) payable in terms of this Rule, to the Trustees or any person designated by them, and shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the Trustees. The deposit shall be placed in an interest-bearing account, accumulating interest on behalf of the owner.
- 21.10.9 All charges, damages, expenses and penalties raised against the owner in terms of his Rule, are payable upon demand and, if unpaid, Trustees may deduct such items from the owner's deposit and/or add the amount to his or her levy account.
- 21.10.10 The owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.
- 21.11 In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition.
- 21.12 If any work done by or on behalf of an owner in pursuance of the provisions of this Rule results in expenses being incurred by the Body Corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- 21.13 Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this Rule shall be maintained by the owner concerned in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the Trustees or the Managing Agent on their behalf, the Body Corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
- 21.14 For the purposes of this Rule, the Trustees shall have the discretion to decide what constitutes a 'minor alteration', 'structural alteration' or 'internal alteration' subject to any Directives that may be given by members at a general meeting, by majority vote.
- 21.15 If an owner (or person authorised by him or her) effects any work referred to in this Rule without obtaining the Trustees' consent, or fails to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should an owner in any other way contravene any sub-rule, the Trustees may request an owner to remove such structure at his or her own cost. Should an owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 30 (thirty) days after written notice given by the Trustees, the Trustees may affect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting there from.

- 21.16 Notwithstanding the provisions of sub-rule 21.15), and owner or occupier who is in breach or fails to comply with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Rule 31.1.
- 21.17 Any consent granted by the Trustees in terms of this Rule will be placed on the agenda and disclosed at the following annual general meeting as well as any amendments to or further guidelines as a consequence hereof.
-

22. GAS INSTALLATIONS:

- 22.1 Owners who have installed gas stoves in their units are required to submit a certificate to the Trustees of **"THE ORCHARD ESTATE"**, as proof that the installation was done according to legal requirements and by an accredited service provider.
-

23. USE OF PORTABLE GENERATORS:

- 23.1 Owners/tenants will be permitted to make use of portable generators and the use thereof shall be subject to the written permission of the Trustees.
- 23.2 The capacity of the generator must be sufficient only to provide power to the most essential items and not for all electrical equipment.
- 23.3 Generators may not be installed or used on common property.
- 23.4 The installation of generators must be done by an accredited installer in order to comply with the requirements of the local municipality.
- 23.5 The installation of generators must be done in such a manner that outlet fumes will not be a danger to anybody, regardless whether they stay in or outside the complex.
- 23.6 Only sufficient petrol for short term use may be kept in a unit.
- 23.7 When a generator is used, a fire extinguisher should always be nearby.
- 23.8 The use of generators will not be permitted after 22h00, as well as before 06h00.
-

24. ZONING:

- 24.1 Owners and occupiers shall comply with the provisions of the town planning scheme relating to the Land and shall not use their units or the common property in contravention of the aforesaid zoning.
-

25. IMMORAL BEHAVIOUR:

- 25.1 An owner or occupier shall not make use of any amenities on the common property whilst severely intoxicated, or under the influence of drugs, or with an illegal or immoral intent.
-

26. FURNITURE REMOVAL:

- 26.1 Please take note that no trucks that exceed 3 tons will be allowed to enter the premises, alternative arrangements need to be made for a shuttle for furniture.
-

27. SECURITY:

- 27.1 The OWNER protocol shall entitle an owner, who is in occupation of a unit, to the use of any access control systems, including digitally generated access control systems as may be applicable from time to time in order to gain access to and egress from the common property.
- 27.2 The VISITOR protocol will require any persons who are not owners and who enter or exit the common property to undergo security checks, including but not limited to the scanning of drivers' licenses, photographing of number plates as well as any occupants of the relevant vehicle, searching of vehicles and such other reasonable measures as the Body Corporate may be advised by its independent security consultants are lawful and necessary from time to time to ensure an adequate provision of security to the common property.
- 27.3 Owners acknowledge that the VISITORS protocol will, of necessity, inconvenience persons wishing to gain access to or egress from the common property. The Body Corporate shall be obliged to apply VISITOR protocol in a reasonable manner so as to minimise such inconvenience, in the circumstances.
- 27.4 The Body Corporate will apply the OWNER protocol to all owners who are in *bona fide* occupation of their units. Occupiers will be entitled to the OWNER protocol strictly and only provided the owner concerned has:
- 27.4.1 completed, to the reasonable satisfaction of the Body Corporate, an *occupier information registration form*;
- 27.4.2 provided the Body Corporate with a copy of the lease or other agreement in terms of which the occupier would be in occupation of the section;
- 27.4.3 provided the Body Corporate with an original or certified copy of the occupier's South African Identity Document or South African Passport. Should the occupier not be in possession of a South African Identity Document or Passport, the owner shall deliver to the Body Corporate the original and permit the Body Corporate to make copies of any one or more of the following:
- 27.4.3.1 work or study permit, valid for the duration of the proposed lease;

- 27.4.3.2 a permanent resident permit valid for the duration of the proposed lease;
 - 27.4.3.3 an asylum seekers permit, valid for the duration of the proposed lease, and
 - 27.4.3.4 any other visa or other authority as may be lawfully issued by the South African Government in accordance with applicable legislation and which must be valid for the duration of the proposed lease.
- 27.4.4 An owner who concludes a lease agreement with an occupier shall, within 10 days of conclusion thereof, furnish the Body Corporate with a copy thereof.
- 27.4.5 Owners are encouraged to include the following clause into any lease which they may conclude in respect of a unit:
- “The Tenant acknowledges that the premises leased is a section in a sectional title scheme in respect of which Conduct rules, enforced by the Body Corporate of the scheme, are applicable. The Tenant hereby acknowledges having been provided with a copy of the Conduct Rules and accepts that the Body Corporate is responsible to ensure compliance therewith. The Tenant undertakes to comply with the Conduct Rules from time to time”.*
- 27.4.6 An owner shall be entitled, on written notice to the Body Corporate, to demand that any persons occupying that owner’s unit are made subject to the VISITOR protocol.

28. DRONES:

- 28.1 No person may, in or about the common property, pilot a remotely piloted aircraft i.e. an unmanned aircraft which is piloted from a remote pilot station, including any model aircraft or toy aircraft or any drone type apparatus, save with the prior and express written consent of the Body corporate, who may grant such consent in circumstances where the use of the aforesaid remotely piloted aircraft or drone is necessary for commercially related purposes.
- 28.2 Upon the breach of, or non-compliance with the provisions of the Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 31.1 hereof, after having received a FIRST warning.

29. UNALLOCATED / UNCEDED EXCLUSIVE USE AREAS:

To the extent that there exist any exclusive use areas in the scheme (Storeroom, Parking bays and the like), and provided the relevant exclusive use area has not been allocated to a section within the scheme or otherwise ceded to a member, the Body Corporate shall be entitled to lease the relevant exclusive use area to a member of the Body Corporate for consideration, provided that the provisions of such lease agreement shall be embodied in a written agreement and approved by the Trustees.

30. CONTRAVENTION OF LAWS AND RULES:

- 30.1 A member is liable for an must pay the body corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of arrear contributions or any other arrear amount due and owing by such member to the body corporate, or in enforcing compliance with these rules, the conduct rules or the Act.
- 30.2 Residents shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation, statutory regulation or the conditions of any license relating to or affecting the occupation of the scheme or the carrying on of business in the scheme or the conditions of title applicable to their unit or any other unit.
- 30.3 The Trustees of the Body Corporate shall be enjoined to apply the Conduct Rules consistently and dispassionately. However, the Trustees may exercise their collective discretion in applying these rules, if it would be reasonable, fair and just to do so.
- 30.4 The dealing in or use of unlawful substances in the complex is strictly prohibited and will not be tolerated.
- 30.5 The Body Corporate reserve the right to take any action they deem fit in the instance of a continued contravention of a rule, after expiry of a written notice detailing the contravention. Such action can include rectification by the **“THE ORCHARD ESTATE”** Body Corporate, the costs of which will be charged to the transgressors, or possible imposition of a fine and subsequent legal action.
-

31. FINES:

- 31.1 If the conduct of an owner or a tenant of a unit or his visitors or guests constitutes a nuisance in the opinion of the Trustees, or if an owner, tenant or visitor contravenes, breaches, disobeys or disregard a Management or Conduct Rule, the Trustees may impose a fine **to the owner** as described in the Schedule of Offences attached hereto, after a FIRST warning was issued.
- 31.2 If the conduct of an owner or a tenant of a unit or his visitors or guests constitutes a nuisance or breach referred to in Clause 31.1 above, the owner will be notified that this conduct constitutes a breach or nuisance which must be rectified within 7 days from date of the notice.
- 31.3 The notice referred to in Clause 31.2 must inform the transgressor that failure to comply with the notification will result in the imposition of a fine as contemplated in the Schedule of Offences.
- 31.4 The procedure to impose a fine, pursuant to failure to comply with a notification in Clause 31.2 will be as follows:

- 31.4.1 Trustees impose a fine as described in the Schedule of Offences attached hereto.
- 31.4.2 Transgressor / Owner gets notified that he/she may within 7 days of the imposition of the fine referred to above request the Trustees in writing that he/she wishes to show cause and present reasons why the fine must not be imposed.
- 31.4.3 Should the Transgressor / Owner fail to notify the Board of Trustees that he/she wants to show cause or present reasons why the fine must not be imposed, the imposition of the fine will be deemed to be valid and payable.
- 31.5 Owners acknowledge that the Body Corporate shall be entitled to impose fines on the relevant owner should either that owner or any occupier occupying through that owner breach these Conduct rules as referred to in the Schedule of Offences attached hereto.
- 31.6 Owners and occupiers hereby acknowledge that the Body Corporate shall be entitled to impose a fine in respect of any breach, whether by an owner or occupier, of these Conduct Rules. The Trustees shall, in the event of an owner or occupier being in breach of these Conduct Rules, notify the owner and issue him with a FIRST warning, with a copy to the occupier in the event that the person occupying is not the owner, in writing, providing details of the rule breached and demanding that the owner or occupier stop such breach immediately.
- 31.7 In the event that the owner fails to desist from the breach of the rule complained in 31.2, the Trustees shall be entitled to address or send a letter to the owner or occupier concerned, referred to as a FIRST warning. Should the breach persist, the Trustees may impose the fines as authorised in the schedule attached hereto.
- 31.8 Any fine imposed as provided for in the Schedule of Offences shall be deemed to be a debt due by the owner to the Body Corporate and shall be payable, following the month in which the fine is imposed together with payment of the levy by the owner.
- 31.9 Accordingly, the members of the Body Corporate may, in a general meeting from time to time, determine the quantum of any fines as may be imposed by the Trustees in terms of these rules.
- 31.10 Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the owner.
-

Annexure A

Image to follow

“THE ORCHARD ESTATE” Body Corporate Offences Schedule

To be read in conjunction with Paragraph 31.7 of the Conduct Rules of “THE ORCHARD ESTATE” Body Corporate.

FIRST WARNINGS to be issued for new breaches/transgressions.

FOR ALL SUBSEQUENT breaches/transgressions, **FINES** will be issued as per below:

NO.	DESCRIPTION OF TRANSGRESSION	FINE
1	Unauthorised use of access control systems (remotes, G-switch etc.)	R1 000.00
2	Reckless driving / driving at high speed in the complex.	R1 000.00
3	Ignoring traffic signs, or the disobeying of any law (in terms of the North West Road Traffic Ordinance).	R1 000.00
4	Creating a public nuisance: noise generated by music, electronic instruments, partying, and the activities of residents and their employees (<i>first offence, R500, thereafter escalate with R500 for every subsequent offence</i>)	R1 000.00
5	Driving without a license. Any engine powered vehicle (cars, two and four-wheel motorcycles).	R1 000.00
6	Treating personnel in an abusive manner.	R1 000.00
7	Contractors working outside the permitted working hours.	R1 000.00
8	Contractors not keeping their sites clean and tidy.	R1 000.00
9	Illegal dumping by residents and contractors. No rubble, refuse or building material shall be dumped or discarded in any public area, or open areas.	R1 000.00
10	Littering (by any person in the Complex).	R1 000.00
11	Burning rubbish in the Complex.	R1 000.00
12	Detonate fireworks in the Complex: fine and criminal offence.	R1 000.00
13	Using noisy equipment outside permissible hours.	R1 000.00
14	Loitering in the Complex: contractors’ workers walking in the Complex outside their normal place of work. Residents and contractors to ensure that their employees do not loiter in the Complex.	R1 000.00

NO.	DESCRIPTION OF TRANSGRESSION	FINE
15	Damaging road surface by paint or other material.	R1 000.00
16	Vandalism to common property: fine to be imposed in addition to replacement cost to correct damages.	R1 000.00
17	Oil spillage on communal property.	R1 000.00
18	Failure to keep residence up to required standard (<i>fine per month</i>).	R1 000.00
20	Breach of rules in respect of KEEPING OF ANIMALS contemplated in Clause 2 hereof.	R1 000.00 Per transgression
21	Breach of rules in respect of rule regarding REFUSE DISPOSAL contemplated in Clause 3 hereof.	R1 000.00 Per transgression
22	Breach of rules in respect of VEHICLES, ROADS AND PARKING contemplated in Clause 4 hereof.	R1 000.00 Per transgression
23	Breach of rules in respect of FIRE PROTECTION as contemplated in Clause 5 hereof.	R1 000.00 Per transgression
24	Breach of rules in respect of BUSINESS PRACTICES as contemplated in Clause 6 hereof.	R1 000.00 Per transgression
25	Breach of rules in respect of CHILDREN as contemplated in Clause 7 hereof.	R1 000.00 Per transgression
26	Breach of rules in respect of GARDENING AND LANDSCAPING as contemplated in Clause 8 hereof.	R1 000.00 Per transgression
27	Breach of rules in respect of RITUAL SLAUGHTERING as contemplated in Clause 9 hereof.	R1 000.00 Per transgression
28	Breach of rules in respect of EMPLOYEES as contemplated in Clause 10 hereof.	R1 000.00 Per transgression
29	Breach of rules in respect of FIXTURES ON COMMON PROPERTY as contemplated in Clause 11 hereof.	R1 000.00 Per transgression
30	Breach of rules in respect of EXCLUSIVE USE AREAS as contemplated in Clause 12 hereof.	R1 000.00 Per transgression
31	Breach of rules in respect of DAMAGE, ALTERATIONS OR ADDITIONS TO COMMON PROPERTY as contemplated in Clause 13 hereof.	R1 000.00 Per transgression
32	Breach of rules in respect of APPEARANCE FROM OUTSIDE AND SIGNAGE as contemplated in Clause 14 hereof.	R1 000.00 Per transgression
33	Breach of rules in respect of LITTERING as contemplated in Clause 15 hereof.	R1 000.00 Per transgression
34	Breach of rules in respect of LAUNDRY as contemplated in Clause 16 hereof.	R1 000.00 Per transgression
35	Breach of rules in respect of STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACS as contemplated in Clause 17 hereof.	R1 000.00 Per transgression
36	Breach of rules in respect of OCCUPANCY AND LETTING OF UNITS as contemplated in Clause 18 hereof.	R1 000.00 Per transgression
37	Breach of rules in respect of NOISE LEVELS as contemplated in Clause 19 hereof.	R1 000.00 Per transgression
38	Breach of rules in respect of ERADICATION OF PESTS as contemplated in Clause 20 hereof.	R1 000.00 Per transgression

NO.	DESCRIPTION OF TRANSGRESSION	FINE
39	Breach of rules in respect of DAMAGE, ALTERATIONS AND ADDITIONS TO COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO THE INTERIOR OF SECTIONS as contemplated in Clause 21 hereof.	R1 000.00 Per transgression
40	Breach of rules in respect of GAS INSTALLATIONS as contemplated in Clause 22 hereof.	R1 000.00 Per transgression
41	Breach of rules in respect of USE OF PORTABLE GENERATORS as contemplated in Clause 23 hereof.	R1 000.00 Per transgression
42	Breach of rules in respect of ZONING as contemplated in Clause 24 hereof.	R1 000.00 Per transgression
43	Breach of rules in respect of IMMORAL BEHAVIOUR as contemplated in Clause 25 hereof.	R1 000.00 Per transgression
44	Breach of rules in respect of FURNITURE REMOVAL as contemplated in Clause 26 hereof.	R1 000.00 Per transgression
45	Breach of rules in respect of SECURITY as contemplated in Clause 27 hereof.	R1 000.00 Per transgression
46	Breach of rules in respect of DRONES as contemplated in Clause 28 hereof.	R1 000.00 Per transgression
47	Breach of rules in respect of UNALLOCATED/UNCEDED EUA'S as contemplated in Clause 29 hereof.	R1 000.00 Per transgression
48	Breach of rules in respect of CONTRAVENTION OF LAWS AND RULES as contemplated in Clause 30 hereof.	R1 000.00 Per transgression
49	Breach of rules in respect of FINES as contemplated in Clause 31 hereof.	R1 000.00 Per transgression