THE GRAND OLIVE

SITARI country estate

CONDUCT RULES

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1. DEFINITIONS AND INTERPRETATION

1.1 In this Conduct Rules, the following words shall, unless the context clearly indicates otherwise, have the meanings hereinafter assigned to them.

1.1.1	**“Architectural Guidelines”**	means the Architectural Guidelines, attached to the Constitution of SCEMHOA and available on the Website;
1.1.2	**"ARC"**	means the Architectural Review Committee established by the Developer during the Development Period, and thereafter by the Board, the functions of which committee are described in the Governing Rules;
1.1.3	**“Body Corporate”**	means the Body Corporate formed in terms of Section 2 of the STSMA in respect of the Development;
1.1.4	**“Building”**	means the Building constructed and known as Grand Olive;
1.1.5	**“Common Property”**	means any portion of the Development, indicated as such, on the Sectional Title Plan, approved

		by the Surveyor-General and includes the allocated parking bays in terms of Section 10(7) of the STSMA;
1.1.6	**"Conduct Rules"**	means the Conduct Rules as is provided for in this document and as may be amended from time to time by the Trustees, which amendments must be approved by SCEMHOA prior to such amendments becoming effective;
1.1.7	**"Constitution"**	means the Constitution of SCEMHOA approved from time to time by the Local Authority;
1.1.8	**"CSOS"**	means the Community Schemes Ombud Service Act, Act Number 9/2011, as amended;
1.1.9	**"Developer"**	means Sitari Country Estate (Pty) Ltd, Registration Number: 2007/033501/07 or its respective successors in title or assigns;
1.1.10	**"Development"**	means the Development known as Grand Olive and includes the term "Scheme";
1.1.11	**"Estate"**	means Sitari Country Estate;
1.1.12	**"Family"**	means the head of a household, being an adult, his/or her spouse as well as any minor natural descendants of the head of the household and his/her spouse;
1.1.13	**"Gardens"**	means the Gardens allocated to a Unit, for the exclusive use of the Garden by the Owner of the Unit, in terms of the provisions of Section 10 of the STSMA and as allocated in the Management Rules;
1.1.14	**"Governing Rules"**	means the Governing Rules applicable on the Estate as approved from time to time by the SCEMHOA, in terms of the provisions of the Constitution;
1.1.15	**"Levies"**	means the Levies that will be payable by the Owner to the Body

		Corporate and/or SCEMHOA, as the case may be;
1.1.16	**"Managing Agent"**	means the Managing Agent appointed by the Developer, in terms of the provisions of the Constitution;
1.1.17	**"Management Rules"**	means the Management Rules applicable on the Scheme, as approved by the Trustees, the Board of SCEMHOA and the Ombudsman, in terms of the provisions of the Constitution, the STSMA and CSOS;
1.1.18	**"Occupier/Occupant"**	means any person or persons occupying any Unit, other than the Owner;
1.1.19	**"Owner"**	means any registered Owner of a Unit within the Development;
1.1.20	"Parking Bays"	means the Parking bays allocated to a Unit, for the exclusive use of the Parking Bay by the Owner/Occupant of the Unit, in terms of the provisions of Section 10 of the STSMA and as allocated in the Management Rules;
1.1.21	**"SAC"**	means the constitution of the Sub-Association;
1.1.22	**"SCEMHOA"**	means the Sitari Country Estate Master Home Owners Association;
1.1.23	**"STSMA"**	means the Sectional Title Scheme Management Act, Act Number 8/2011, as amended, including the Regulations promulgated under the STSMA;
1.1.24	**"Sub-Association"**	means the Sitari Country Estate Sub Home Owners Association 1A; as more fully provided for in the SAC, and of which the Body Corporate will be a member;
1.1.25	**"Trustees"**	means the Trustees assembled as a board and refers to the Board of Trustees of the Body Corporate;

1.1.26	**"Unit"**	means the residential section indicated as such on the Sectional Title Plan approved by the Surveyor-General as provided for in the Sectional Titles Act;
1.1.27	**"Visitors Bays"**	means the parking bays allocated for the sole usage of visitors/guest to the Development, which bays are indicated on the visitors parking bay lay-out attached hereto as Annexure A;
1.1.28	"*Website"*	means the Website of the Estate available on the internet at the following Website: www.sitari.co.za.

2. ALTERATIONS AND RENOVATIONS

2.1 All alterations and renovations to any Unit, Garden, Parking Bay or the Common Property will be subject to the approval thereof by SCEMHOA, the Architectural Review Committee, established from time to time in terms of the provisions of the Constitution, the Trustees and the Local Authority and must at all times conform to the Architectural Guidelines.

2.2 No Owner/Occupier may erect any structures of whatever nature on the Common Property and may likewise not make any alternations to the Common Property, any Parking Bays or Gardens.

3. PARKING BAYS

3.1 An Owner/Occupier shall not use his or her Parking Bay/s or permit in such manner or for such purpose as is likely to impair the safety, appearance or amenity of Units or other parts of the Common Property.

3.2 No vehicles shall be washed in any Parking Bay or any part of the Common Property. No hose pipes, fire hydrants of fire buckets may be used.

3.3 An Owner/Occupier shall permit the Body Corporate access to and across his or her or its Parking Bay/s for purposes reasonably required for the maintenance, upkeep and cleaning of the Parking Bay and surrounding areas.

3.4 No heavy duty vehicles, commercial vehicles or trucks are allowed in the Scheme.

3.5 An Owner/Occupier shall not dismantle any part of a vehicle or attend to maintenance of any vehicles on Parking Bays and/or the Common Property, provided that such repairs may be affected on the Parking Bay of an Owner/Occupier with the prior written consent of the Trustees having been obtained and subject to the condition that the consent may not be given for a period longer than 48 (Forty Eight) hours. All costs if any maintenance is required will be for the Owner / Occupiers account.

3.6 The Body Corporate shall be responsible for maintaining the Parking Bays in a clean, hygienic, neat and attractive condition. The expenses to be incurred by the Body Corporate in respect

of the a foregoing, shall be apportioned equally over the total number of Parking Bays and the Trustees shall be entitled to recover from the Owner, such equal portions of the expenses as relate to the Parking Bays in respect of which they enjoy the exclusive right of use. Any oil spills or any damage to paving on any Parking Bay must be removed and cleaned by the Body Corporate at the cost and expense of the Owner of the Unit to which such a Parking bay has been allocated.

3.7 For the avoidance of doubt, it is recorded that no exclusive use areas will be registered in favour of any Owner in respect of a Parking Bay, but all Parking Bays will be allocated to an Owner in terms of Section 10 of the STSMA.

3.8 The Owner / Occupiers upon whom the rights enjoyment of a Parking Bay/S have been conferred shall not be entitled to erect carports, shade-ports or other structures on the Parking Bay areas.

3.9 Improvements and or alterations to any Parking Bay by an Owner/Occupier is strictly prohibited.

3.10 It is recorded that, in the instance where 2 (Two) Parking Bays have been allocated to a Unit and that an Owner/Occupier of a Unit must at all times allow 1 (One) of the 2 (Two) allocated Parking Bays, to be used and available to visitors/guests to such a Unit.

3.11 The Owner/Occupier/guests of visitors to a Unit, may never use any Parking Bay not allocated to such a Unit.

3.12 No vehicles may be parked on the Common Property, the Communal Property of the Estate and only designated Parking Bays may be utilized for the parking of any vehicle.

3.13 Visitors/Guests to the Development may only use those parking bays referred to in Clause 3.10 above or the Visitors Bays.

4. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

4.1 Owner / Occupiers as well as visitors and guests shall:

4.1.1 observe any road signs on the Common Property;

4.1.2 do not drive their vehicles within the Common Property in any manner which creates a nuisance or is considered by the Trustees not to be in the interest of safety;

4.1.3 do not allow any unlicensed person or vehicle to drive within the Common Property; and

4.1.4 speed limit of 15 km (fifteen) kilometres per hour within the Scheme shall be adhered to.

4.2 Hooters shall not be sounded within the Common Property other than in the case of an emergency.

4.3 Vehicles may be parked only on such areas of the Common Property as are specifically indicated and approved by the Trustees for that purpose and in such a way that the flow of traffic and access to and ingress from Parking Bays is not obstructed.

4.4 1 (One) vehicle may not occupy 2 (Two) Parking Bays.

4.5 Vehicles that are not roadworthy are not allowed on the Common Property, the Development or the Estate.

4.6 If such vehicles are found on the Common Property, the Development or the Estate, the Trustees may cause such a vehicle to be removed or towed away, at the risk and expense of the Owner/Occupier of any vehicle parked, standing or abandoned on the Common Property in contravention of the Conduct Rules. Any Owner/Occupier who has vacated his Unit, must ensure that all vehicles are removed within a period of 7 (Seven) days after vacation of the Unit, failing which SCEMHOA may exercise its rights in terms of this Clause 4.6.

4.7 An Owner / Occupier of a Unit shall ensure that a Parking Bay not allocated to him, his visitors or his guests cannot be used unless that Owner/Occupier is entitled to use such a Parking Bay in terms of the allocation in terms of Section 10 of the STSMA.

4.8 All vehicles which are illegally parked or parked in contravention of any of the Conduct Rules within the Scheme or on the Estate, shall be clamped or towed away and a fine as determined by the Trustees, in their sole discretion, shall be paid by the transgressor prior to the vehicle being released.

4.9 Parking of vehicles upon the Common Property shall be subject to the express condition that every vehicle is parked at the Owner/Occupier's own risk and responsibility and that no liability shall attach to the Body Corporate and/or SCEMHOA and/or the Developer or its agents or any of their employees for any loss or damage of whatever nature which the Owner/Occupier, or any person claiming through or under him, may suffer in consequence of his vehicle being parked on the Common Property.

4.10 An Owner/Occupier may not without prior written consent of the Trustees, which consent shall not be unreasonably withheld, let or sub-let the Parking Bay or his rights therein.

4.11 The Trustees have the right to demarcate by red lines or engraved in paving where parking is prohibited.

4.12 The use of soap box carts, skate boards, roller-skates etc. within the Scheme are STRICTLY PROHIBITED.

4.13 Pedestrians shall at all times have the first right of way on and about the Scheme and the Estate.

4.14 No caravan, boat, trailer, motor cycle, bicycle, tricycle, trailer, truck or commercial vehicle may be used or parked on the Common Property or be parked in front of Parking Bays. Delivery vehicles or for instance "bakkies" are however allowed.

4.15 In the instance of any Owner/Occupier/Tenant, requiring more parking facilities for a specific short period, such an Owner/Occupier/Tenant must apply to use parking at the main and secondary entrances to the Estate, or such alternative place as may be approved by SCEMHOA, in which instance and of the Managing Agent approve the application, transport for the guests will be provided by the relevant Owner/Occupant, at pre-arranged and approved times. The Owner/Occupant may only apply for the usage of parking facilities in terms of this Clause 4.15, for periods after 20:00 during weekdays and from 11:00 over weekends and on public holidays. The Quiet Times referred to in Clause 20 of this Rules, will at all times be applicable.

5. ADVERTISING SIGNS

5.1 The Body Corporate shall be entitled to erect and display such advertising sign/s on the Common Property and any Unit as it in its sole discretion may deem fit.

5.2 Owner / Occupiers or their agents intending to sell or let their Unit(s), shall only be entitled to erect any advertising sign(s) on the inside of the windows of its Unit, and not on any part of the Common Property.

6. SECURITY

6.1 General

6.1.1 The Trustees must oversee and adhere to compliance with all the provisions of the Security Protocol, as more fully provided for in the Governing Rules.

6.1.2 Owner / Occupiers / Tenants must provide the Trustees, prior to the commencement date of any service agreement with any domestic worker, with a certified copy of the Identity document of such a domestic worker. SCEMHOA must be satisfied with a comprehensive security check, prior to such a worker commencing with employment.

6.1.3 The security in respect of the inside of the Unit and all furniture, fittings and equipment inside the Unit, is the responsibility of the Owner who must at all times have sufficient insurance in respect thereof.

6.2 Burglars bars and gates

6.2.1 The pattern of burglar bars at the windows and the safety gates should conform to the Architectural Guidelines and any burglar bars must be “clear view” or American Shutters, in accordance with the Architectural Guidelines. The gates must be in accordance with the design prescribed by the ARC and must be, in respect of front doors, fitted to the outside of the door and in respect of sliding doors, to the inside.

6.2.2 The burglar bars and security gates shall be affixed on the inside of the Unit only.

7. BBQ FACILITIES

Barbeques may only take place in the built-in braai of each Unit. No open fires may be made on any balcony and no Weber or Weber like equipment may be used.

8. M-NET / SATELLITE TV / AERIALS

8.1 An Owner / Occupier of a Unit who wishes to connect to the optic fibre network installed already for their benefit, must connect to such facility via the Amobia facilities as provided for in the Governing Rules.

8.2 No Owner / Occupier of a Unit shall install any additional television aerial, satellite signal and/or any devise externally.

9. INTERNET / TELEPHONE

An Owner / Occupier of a Unit shall not install or allow to install internet aerials and/or devices visible at the outside of a Unit. Amobia is the Estate's internet & telephone service provider and can be located at SCEMHOA.

10. PETS

10.1 An Owner / Occupier of a Unit shall not be entitled to keep pets, reptiles, birds or an animal of any nature without the prior written consent of the Trustees.

10.2 Should consent be granted in terms of Clause 10.1 above, the Trustees shall impose rules at the discretion of the Trustees, to ensure that pets do not cause nuisance of any nature and such a consent will at all times be subject to the provisions of the Governing Rules.

10.3 All pets must at all times, outside the Unit, be on a leach and the person attending to the pet, must carry a poop-scoop and must immediately remove any dropping by such a pet.

10.4 All gardens areas must daily be cleaned from any pet-droppings.

11. COMMON FACILITIES

11.1 The common facilities on the Common Property, including, but not limited to, the drying yard ("the facilities") are primarily for the use of Owner / Occupiers of Units.

11.2 Owner / Occupiers shall be responsible for the behaviour of their children, visitors or guests and shall ensure that their numbers at any time, is not such so as to prejudice the comfort, enjoyment or convenience of other Owners / Occupiers wishing to make use of the facilities.

11.3 All Owners / Occupiers using the common facilities shall ensure that the facilities are left in a clean and neat condition after their use thereof and shall be liable for any damage or loss during such usage.

11.4 The use of the facilities shall be entirely at own risk, and neither the Body Corporate nor the Trustees, the Developer and/or SCEMHOA accept any responsibility of whatsoever nature in respect of any harm, loss and/or damage sustained by any person in the course of, incidental to or in connection with using the facilities, and each Owner / Occupier hereby indemnifies and holds harmless the Body Corporate, the Trustees and the Managing Agents against any claims of any of their respective Family members, and Occupier against the Body Corporate and/or the Trustees and/or the Managing Agents and/or SCEMHOA and/or the Developer in respect of any harm, loss and/or damage sustained in the course of, incidental to, or in connection with using the facilities.

11.5 The Trustees may from time to time amend Conduct Rules and other regulations in regard to the use of the facilities including (but not limited to) the access and times of access to the facilities.

12. REFUSE DISPOSAL

12.1 An Owner / Occupier of a Unit shall:

12.1.1 maintain in a hygienic and dry condition, a receptacle for refuse in the refuse room, situated on the Common Property:

12.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

12.1.3 for the purpose of having the refuse collected, place such receptacle within the refuse room at the times and on the dates designated by the Trustees.

12.2 The Refuse Room will vest in the Body Corporate.

12.3 The Maintenance Contractor mandated and appointed by the Body Corporate and SCEMHOA will collect the refuse receptacle from the area authorised by the Trustees for storage, cleaning and removal and will return the receptacle to such designated area.

12.4 The Scheme will have 2 (Two) refuse areas available on the Common Property.

13. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

13.1 An Owner / Occupier of a Unit shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the Common Property or the outside of any buildings comprising the Development and/or the Estate, without first obtaining the written consent of the Trustees and SCEMHOA.

13.2 Notwithstanding Clause 13.1 above, an Owner/Occupier or person authorised by him, may install any locking device, safety gate, burglar bars or other safety device inside the Unit for the protection of his Unit, provided that the Trustees, the ARC and SCEMHOA have first approved in writing the nature and design of the device and the manner of its installation.

14. APPEARANCE FROM OUTSIDE

14.1 An Owner / Occupier of a Unit used for residential purpose shall not place or do anything on any part of the Common Property, which, in the discretion of the Trustees, SHEMHOA and the ARC, is aesthetically displeasing or undesirable when viewed from the outside of the Unit.

14.2 No washing may be hung on the balcony, patio, any walkways, stoep, gardens or in any window of any Unit, and may not be attached to any part of the Common Property.

14.3 No storage is allowed on any balcony.

14.4 Only general acceptable garden/patio furniture (tables and chairs) may be visible and used on any balcony.

14.5 No closure of balconies may be done without the prior written consent of the Trustees, the ARC and SCEMHOA.

15. LITTERING

15.1 An Owner / Occupier of a Unit shall not deposit, throw, or permit or allow depositing or throwing, on the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

15.2 No objects may be placed on the window sills and balcony walls.

15.3 No cigarette butts, paper etc. may be thrown out of the Units or from the balconies.

15.4 No washing or laundry may hang in windows or over balconies of any Unit so as to be visible from the outside of the Unit.

16. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An Owner / 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 increase the rate of the premium payable by the Body Corporate on any insurance policy.

17. LETTING OF UNITS

17.1 All Occupiers of Units and other persons granted rights of occupancy by any Owner of the relevant Unit must comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any Agreement of Sale or lease or any grant of rights of occupancy. It is the responsibility of each Owner to provide each Occupier with a copy of these Conduct Rules prior to the occupation of a Unit and these Conduct Rules must be an annexure to any lease agreement.

17.2 Units may only be let subject to the provisions of the Constitution and the Governing Rules.

17.3 All Owners must be supplied with the Tenant Protocol, drafted by the Managing Agent, acknowledge receipt thereof and all Owners, Occupants and Tenants must at all times be bound by the Tenant Protocol.

18. ERADICTION OF PESTS

An Owner / Occupier shall keep his Unit free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent, and their duly authorised agents or employees, to enter upon his Unit from time to time for the purpose of inspecting the Unit and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradication any such pests as may be found within the Unit, replacement of any woodwork or other material forming part of such Unit which may be damaged by any such pests shall be borne by the Owner / Occupier of the Unit concerned.

19. BREACH

19.1 In the event of an Owner / Occupier committing any breach of any of the provisions of the Management Rules and/or Conduct Rules of the Body Corporate from time to time, and failing to remedy such breach within 3 (Three) days of the date of delivery by hand or posting by post, or email of written notice calling upon such Owner/Occupier to remedy the same; or

19.2 Committing or suffering the commission of any repetition of any breach or any of the terms and conditions of the Management Rules and/or Conduct Rules of the Body Corporate which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the Owner / Occupier requiring the member to desist from and/or not to repeat or suffer the repetition of the breach complained of;

19.3 The Trustees of the Body Corporate shall be entitled notwithstanding any indulgence that may have been shown to the defaulting Owner / Occupier to take such action as may be available to it or them, either to enforce the relevant provisions of the Constitution, the Governing Rules, the Management Rules or Conduct Rules, or alternatively impose a fine appropriate to the misconduct, or alternatively to restrain the defaulting member from continuing or repeating the unlawful conduct complained of as may be available to the Trustees of the Body Corporate, all without prejudice to any other rights that may lie against the defaulting Owner / Occupier for the recovery of any damages or loss which the Body Corporate or any other Owner / Occupier may suffer as a result of such breach and / or failure to remedy the same.

19.4 In the event of the Body Corporate instituting any legal action or proceedings against an Owner / Occupier as a result of any breach of the Management Rules or Conduct Rules of the Body Corporate or in terms thereof, such Owner / Occupier shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between attorney and own client cost, including collection commission, on a scale as determined by the Law Society of the Cape of Good Hope from time to time.

20. QUIET TIMES

Silence should be kept during the following hours:

20.1	Mondays to Thursdays:	From 22h00 to 08h00
20.2	Fridays and Saturdays:	From 24h00 to 08h00
20.3	Sundays:	From 13h00 to 16h00 From 22h00 to 08h00

20.4 Excessive and unnecessary noise by vehicles, appliances, tools, pets and/or excessive noise determined by the Trustees in their sole and unfettered discretion from time to time, as well as other sources attributable to an Owner / Occupier constitutes a disturbance of peace in terms of these Conduct Rules.

21. OCCUPATION OF UNIT

21.1 The maximum number of persons who may occupy any Unit is 1 (One) Family only. Where a legal entity owns a Unit, the Unit may be occupied by a person or persons nominated from time to time, subject to the written approval of the Trustees. This permission may not unreasonably be withheld.

21.2 An auction may not be conducted on any part of a Unit or on the Common Property or any part of the Estate, nor any advertisement be erected inside or outside the Building, on the Common Property or on the Estate.

21.3 No article or object may be left or stored on the Common Property without the prior written permission of the Trustees.

21.4 A tent or any other structure may not be erected on the Common Property.

21.5 A Unit may only be utilized for Residential purposes.

21.6 No business or trading may be conducted from a Unit, except with the prior written permission of the Trustees and SCEMHOA.

22. GENERAL

22.1 The Owner / Occupiers have confirmed that they are aware of the fact that this Body Corporate shall be a member of the Sub-Association and that the Body Corporate will have to pay Levies to SCEMHOA.

22.2 No Unit shall be transferred to a new Owner without the prior written consent of the controlling SCEMHOA, the Sub-Association and Body Corporate.

22.3 The Constitution, the SAC, Governing Rules. Management Rules and the Architectural Guidelines are available on the Website.

22.4 The Body Corporate is a member of the Sub Association and will be represented by the Chairperson of the Trustees at meetings of the Sub-Association.

22.5 The Body Corporate, the Sub-Association and its members will be subject to the Constitution.

22.6 In the instance of any discrepancy of conflict between the Conduct Rules, the Constitution, the SAC, the Governing Rules, the Architectural Guidelines and/or the Management Rules, the terms and conditions of the Constitution, the SAC the Governing Rules, the Architectural Guidelines and/or the Management Rules will prevail.

22.7 It is recorded that the SCEMHOA has the sole right to appoint service providers as more fully provided for in the Constitution. The Owners and the Body Corporate must utilize the services of the service providers thus appointed and may not use any external service providers.

22.8 The Owner/Occupant of any Unit must at all times comply with the water restrictions and regulations as promulgated by SCEMHOA, the Local Authority and the Managing Agent.

22.9 No domestic water may be used for swimming pools.

23. GARDEN AREAS

23.1 The common garden area shall be kept in a tidy and neat condition and be watered sufficiently. The Trustees shall have the lawns mowed regularly, and is this regard, must appoint the maintenance and garden service operator, appointed by SCEMHOA, to perform these duties.

23.2 The common garden area may not be used in such a fashion as to detriment the safety, appearance and attractiveness of the Common Property.

23.3 Gardens shall at all times be kept neat. No rubble, paper, sand, brick, etc. may be deposited, thrown or permitted on the Common Property or any Garden.

23.4 The Trustees are to maintain all lawns, shrubs and trees by utilizing the services of the maintenance and garden service operator appointed by SCEMHOA.

23.5 Every Owner / Occupier should as far as possible ensure that members of its Family, guests and other people do not damage the lawns, shrubs, trees, lights, benches etc. any person who damages the Common Property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.

23.6 An Owner / Occupier may not remove or transplant any plant, shrub or tree on the Common Property or on the common garden area of the Estate without the prior written approval of the Trustees and SCEMHOA.

23.7 The Gardens must at all times by kept neat and tidy by the Owner/Occupier of a Unit.

23.8 The Owner\Occupier must at all times adhere punctually to the water restrictions imposed by the Local Authority and/or SCEMHOA.

23.9 In the instance of the Body Corporate or SCEMHOA incurring any costs for the maintenance of any Garden, such costs and expenses will be payable by the Owner of the relevant Unit.

23.10 No swimming pools or play equipment may be installed on any Garden without the prior written consent of the Trustees, the ARC and SCEMHOA.

23.11 No boreholes may be sunk on the Common Property or any part of the Development.

23.12 No drones may be used on or in any part of the Development, the Common Property and the Estate. Any drones used in contravention hereof, may be confiscated by the Trustees or SCEMHOA.