MEADOW LANE

SITARI country estate

CONDUCT RULES
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A. Introduction

All owners, tenants, occupants and/or their guests, visitors, employees and contractors, are required to adhere to the provisions of the Conduct Rules, The Sectional Titles Act, The Sectional Titles Schemes Management Act and the Community Schemes Ombud Service Act. These Conduct Rules should be read with the Meadow Lane Constitution, Meadow Lane Management Rules as well as the SCEMHOA Constitution and Rules. The Body Corporate will be responsible to enforce the provisions of the Conduct Rules and will be governed by The Sectional Titles Schemes Management Act and the Community Schemes Ombud Service Act.

B. Interpretation

In this document:

i. unless the context clearly indicates otherwise, words importing the singular shall include the plural, words importing the masculine, feminine or neuter shall include the others or such genders, and words importing persons shall include bodies corporate, and vice versa in each instance;

ii. when any number of days is prescribed, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

iii. where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;

iv. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any person, then, notwithstanding that it is only in the definition Clause of these Rules, effect shall be given to it as if it were a substantive provision in the body of these Rules;

v. In these Rules, the following terms and conditions shall, unless inconsistent with the context, bear the meanings stated hereunder and cognate terms and expressions shall bear corresponding meanings:

(1) "Balcony" means the Balcony forming part of the Unit as will appear from the Sectional Plan;

(2) "Body Corporate" means the Meadow Lane Body Corporate in respect of the Scheme to be established in respect of the Development in terms of the provisions of Section 36(1) of the Sectional Titles Act, as amended and as defined in the Sectional Titles Schemes Management Act;

(3) "Building" means the Building constructed or to be constructed on the Land;

(4) "Business Day" means any Day except a Saturday, Sunday or Officially proclaimed public holiday;

(5) "Chief Ombud" means the chief Ombud defined in Section 1 of CSOS;

(6) "Common Property" means that portion of the Scheme that does not form a part of the Building or a Section, which portion will be designated as such on the Sectional Plan relating to the Scheme;

(7) "Conduct Rules" or "Rules" means the rules set out in this document, being the Meadow Lane Conduct Rules as provided for in terms of Section 10(2)(b) of the STSMA;

(8) "Constitution" means the Constitutions of SCEMHOA (Stage 1) approved or to be approved by the Local Authority;

(9) "Community Schemes Ombud Service Act" or "CSOS" means the Community Schemes Ombud Service Act; Act 9 of 2011;

(10) "Covered Parking" means the Covered Parking allocated by the Body Corporate to the specific Section as an Exclusive Use Area;

(11) "Developer" means Sitari Construction and Development Erf 131 (Pty) Ltd, Registration Number: 2016/463110/07 and includes its successors in title, nominees or assigns;

(12) "Estate" means Sitari Country Estate;

(13) "Exclusive Use Areas" means the Exclusive Use Areas known as the Garden, Garage, Covered Parking, Open Parking and Store Room, that form part of the Common Property and will be reserved for the exclusive use of the owner of the Unit by way of allocation by the Body Corporate;

(14) "First Meeting" means the First Meeting of the Body Corporate in terms of Section 36(7) of the Sectional Titles Act;

(15) "Garage" means the Garage allocated to the specific Section by the Body Corporate as an Exclusive Use Area;

(16) "Garden" means the Garden allocated to the specific Section by the Body Corporate as an Exclusive Use Area;

(17) "Land" means Erf 131, Sitari, City of Cape Town, Western Cape Province;

(18) "Levies" means the Levies that will be payable by the Owner to the Body Corporate which in turn will be paid over to SCEMHOA, as the case may be;

(19) "Local Authority" means the Local Authority having jurisdiction over the Estate being at present the City of Cape Town, and shall include its successor in title;

(20) "Management Rules" means the Meadow Lane Management Rules, approved or to be approved, as provided for in the STA and STSMA;

(21) "Managing Agent(s)" means the Managing Agents appointed from time to time by the Body Corporate;

(22) "Open Parking" means the Open Parking allocated to the specific Section by the Body Corporate as an Exclusive Use Area;

(23) "Owner" means the registered owner(s) of Units/Sections, and the allocated Exclusive Use Areas and shall be responsible for his occupants, tenants, visitors, guests, employees and contractors and any person attending the Property at the instance of the registered owner;

(24) "Occupier" means any person occupying or renting a Unit/Section in the Scheme;

(25) "Parent Property" means Erf 1 Sitari, City of Cape Town, Western Cape Province;

(26) "Residential Section" means the Section/Unit;

(27) "Scheme" means the Sectional Title Scheme to be known as Meadow Lane, that will come into being on registration of the Sectional Plan in terms of the provisions of the Sectional Title Act and Sectional Titles Schemes Management Act in respect of the Sections reflected thereon;

(28) "SCEMHOA" means the Sitari Country Estate Master Home Owners Association established for the Estate;

(29) "Section" means Unit and includes the Balcony or Terrace as reflected on the Sectional Plan;

(30) "STA" means the Sectional Titles Act, Act No. 95 of 1986 or any amendment thereto and includes the regulations promulgated there under, from time to time;

(31) "Sectional Plan" means the Sectional Plan (provisional or final) to be drawn in respect of the Land and Building in terms of the provisions of the Sectional Titles Act and Sectional Titles Schemes Management Act, to be approved by the Surveyor General;

(32) "Store Room" means the Store Room allocated to the specific Section by the Body Corporate as an Exclusive Use Area;

(33) "STSMA" means the Sectional Titles Schemes Management Act, Act 8 of 2011;

(34) "Terrace" means the Terrace forming part of the Unit as will appear from the Sectional Plan;

(35) "Trustee Board" means the Trustees elected in terms of the Management Rules;

(36) "Trustee" means a Trustee, including an alternate Trustee, serving on the Trustee Board;

(37) "Unit" means the Section together with its undivided share in the common property determined in accordance with the participation quota and the exclusive use areas allocated in terms of the Rules;

(38) "Utility Section" means a section which, in term of local municipality by-laws, is designated to be used as an accessory to primary section, such as a bathroom, toilet, storeroom, workshop, shed, servant's quarters, open parking, covered parking, garage, or other utility area, not being a primary section.

C. <u>Conduct Rules</u>

Prescribed in terms of Section *10(2)(b)* of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

1. Keeping of animals, reptiles and birds

1.1 The owner and/or occupier of a Section may not, without the Trustees' written consent, which may not be unreasonably withheld, keep any animal, reptile or bird in a Section or on the Common Property.

1.2 The Trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a Section, Exclusive Use Area or on

the Common Property.

1.3 The Trustees may withdraw any consent if the owner and/or owner and/or occupier of a Section breaches any condition imposed in terms of rule 1.2 . The Trustees may apply to Court for an order to interdict the removal of an animal, reptile or bird should the circumstances justify such application.

1.4 An owner and/or owner and/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. The Trustees may however impose any reasonable condition relating to the keeping of such guide, hearing or assistance dog.

2. Refuse and waste disposal

2.1 The owner and/or occupier of a Section must not leave refuse or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by another owner and/or occupier.

2.2 Unless the Body Corporate provides some other way to dispose of refuse, the owner and/or occupier of a Section must keep a receptacle for refuse of a type specified by the Trustees in a clean and dry condition and adequately covered in his Section or his part of the Exclusive Use Area or on a part of the Common Property designated by the Trustees for the purpose.

2.3 The owner and/or occupier of a Section must-

(a) move the refuse receptacle referred to in 2.2 to areas designated by the Trustees for collection purposes at the times designated by the Trustees and promptly retrieve it from these places; and

(b) ensure that the owner and/or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owner and/or occupiers of other Sections; and

(c) ensure that the refuse is securely wrapped and drained from fluids before placing same in the receptacle.

3. Vehicles

3.1 The owner and/or occupier of a Section may not, except in a case of emergency, without the written consent of the Trustees, park a vehicle, allow a vehicle to stand or permit a visitor, guest, employee or contractor to park or stand a vehicle on any part of the Common Property other than a Covered Parking or Open Parking allocated to that Section or a Covered Parking or Open Parking allocated for visitors' parking.

3.2 A consent under rule 3.1 above must state the period for which such consent will be valid.

3.3 The owner and/or occupier and/or his visitor, guest, employee or contractor shall at all times:

3.3.1 adhere to the speed limit imposed by SCEMHOA, which will also be

applicable on the Property; and

3.3.2 keep a proper lookout for other vehicles and pedestrians when driving; and

3.3.3 park in such a manner as to allow sufficient space for access to neighbouring Garages, Covered Parking areas or Open Parking areas and not cause any hindrance to obstructions; and

3.3.4 ensure that their vehicles do not leak oil or any other fluids on the Common Property or in any manner deface the Common Property; and

3.3.5 not engage in or allow the disassembling of vehicles or major repair work to any vehicle on the Common Property;

3.3.6 not engage or allow reckless driving on the Common Property or within the Development;

3.3.7 not engage in or allow the parking in of other vehicles;

3.3.8 not park or allow the parking of boats, caravans or trailer on the Common Property without the written consent of the Trustees;

3.3.9 Garages, may only be used for the storage of motor vehicles, motorbikes and bicycles;

3.3.10 Covered Parking and Open Parking may only be used for the storage of motor vehicles, motorbikes and bicycles;

3.3.11 not allow horns of vehicles to be sounded apart from in situations of imminent danger or emergency.

3.4 The Trustees have the discretion to prohibit vehicles that make excessive noise from entering the Property;

3.5 The Trustees may arrange for any vehicle to be removed, at the risk and cost of the owner, in the event of noncompliance with the above rules.

4. Damage to Common Property

4.1 The owner and/or occupier of a Section may not, without the Trustees' prior written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.

4.2 An owner and/or occupier of a Section may install a locking device, burglar gates and bars, or safety device to protect the Section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the Trustees. The Trustees' approval is required to be obtained in writing, prior to such installation.

4.3 The owner and/or occupier of a Section must keep a device installed under rule 4.2 in good order and repair.

5. Appearance of Section and Exclusive Use Areas

5.1 The owner and/or occupier of a Section may not, without the Trustees' prior written consent, make a change to the external appearance of the Section or any Exclusive Use Area allocated to it.

5.2 The owner and/or occupier of a Section may not, without the Trustees' prior written consent erect washing lines on the Common Property or Exclusive Use Areas. The washing lines installed by the Developer on the Common Property are the only permitted washing lines. The hanging of washing or laundry will be at the owner's, tenant's or occupant's own risk.

5.3 The owner and/or occupier of a Section may not, hang washing, laundry or other items in a Section or any Exclusive Use Area allocated to it if the items are visible from another Section or the Common Property, or from outside the scheme.

5.4 The owner and/or occupier of a Section may not, without the Trustees' prior written consent display a sign, notice, billboard or advertisement of any kind if the article is visible from another Section or the Common Property, or from outside the scheme.

5.5 No owner and/or occupier shall place or allow to be placed in a section or any part thereof (or any part of the common property which he is entitled to occupy), any air-conditioning equipment or apparatus or television aerial or equipment which requires attachment to the structure of the building, except with the prior written consent of the Trustees who, in giving such consent, may impose such conditions as to the method of installation, type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit and necessary.

6. Storage of flammable materials

6.1 Subject to rule 6.2 below, the owner and/or occupier of a Section may not, without the Trustees' prior written consent, store any flammable substances in a Section, Exclusive Use Area or on the Common Property unless the substance is used or intended for use for domestic purposes.

6.2 Rule 6.1 above rule does not apply to the storage of fuel or gas in-

(a) the fuel tank of a vehicle, boat, generator or engine; or
(b) one gas cylinder kept for domestic purposes not exceeding 1 (one) 9kg.

7. Behaviour in Sections and on Exclusive Use Areas and Common Property, Noise and Nuisance

7.1 The owner and/or occupier of a Section may not create or allow noise likely to interfere with the peaceful enjoyment of another Section, Exclusive Use Area or the Common Property.

7.2 After 23h00 until 06h00 noise levels should be at a reduced level in order to ensure that neighbouring Sections are not disturbed.

7.3 Noise generating equipment such as power tools and hammers may not be used after 19h00 on weekdays, before 09h00 and after 15h00 on weekends and public holidays unless the Trustees prior written consent is obtained;

7.4 No fireworks, explosives or crackers may be used or opened in a Section, Exclusive Use Area or on the Common Property.

7.5 Firearms may not be discharged in a Section, Exclusive Use Area or on the Common Property apart from in situations justifiable in law, such as self-defence and related purposes.

7.2 The owner and/or occupier of a Section may not obstruct the lawful use of the Common Property by any other person.

7.3 The owner and/or occupier of a Section must take reasonable steps to ensure that visitors, guests, employees or contractors do not behave in a way likely to interfere with the peaceful enjoyment of another Section, Exclusive Use Area or the Common Property.

7.4 The owner and/or occupier of a Section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

7.5 The owner and/or occupier of a Section may not engage in or allow littering on the Property or within the Estate, which will include (without limitation) the depositing, throwing or discarding of rubbish, dirt, food or any other material.

7.6 Unless for purposes of usage in the built-in braais in the Exclusive Use Areas, no wood fires will be allowed. "Weber" type braais, charcoal burners and other devices are not allowed without the Trustees prior written consent first being obtained. Smokeless or Gas braai devices will be allowed to be used in the Exclusive Use Areas provided that no nuisance is caused to other owners, tenants or occupants and provided such devices are stored in a manner approved by the Trustees.

7.7 The slaughtering of animals for religious reasons, on the Property, will only be permissible provided:

7.7.1 the owner and/or occupier has obtained the Trustees prior written consent, which consent will not unreasonably be withheld provided:

(a) a written request for consent is submitted to the Trustees at least 2 (two) weeks prior to the date that the slaughtering is scheduled for;

(b) such written request specifies: a reasonable date and time for the slaughtering to take place; the type of animal to be slaughtered; the name and qualifications of the person who will be carrying out the slaughtering ritual; confirmation that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;

7.7.2 the slaughtering ritual is carried out in accordance with the terms and conditions of the Trustees' approval granted after consideration of the written request referred to in rule 7.11.1 above;

7.7.3 upon receipt of written confirmation from the local authority that the owner, tenant or occupant has their consent and will comply with the applicable by-laws;

7.7.4 upon receipt of written confirmation from the Department of Health that the owner, tenant or occupant has their consent and that their specifications will be adhered to;

7.7.5 upon receipt of written confirmation from the Society for the Prevention of Cruelty to Animals (SPCA) that an SPCA official will attend the ritual

and ensure that the animal will not endure unnecessary pain or suffering;

7.7.6 written proof is presented to the Trustees that all affected owners, tenants or occupants within the Scheme have received written notification of the slaughtering ritual to take place, which notification is required to set out the date and time that the slaughtering ritual is scheduled for.

8. Eradication of pests

8.1 The owner of a Section must keep the Section free of all wood destroying insects, including white ants and borer beetles.

8.2 The owner and/or occupier of a Section must allow the Trustees, the Managing Agent, or their duly authorised representatives to enter the Section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.

8.3 The Body Corporate must recover the costs of the inspection and replacement referred to in rule 8.2 above from the owner of the Section.

9 Risk & Security

9.1 Owners, tenants, occupants and/or their visitors, guests, employees and contractors enter and use the Property at their own risk and no person shall have any claim against the Body Corporate or Developer of whatsoever nature arising from such use. The Body Corporate and Developer, their representatives, employees and contractors are indemnified and set free from liability for injury, loss or damage of any kind, whether physically or to property, sustained in the Section, Exclusive Use Areas or Common Property.

9.2 Owners, tenants and occupants must at all times ensure and take the necessary precautions to secure:

9.2.1 good security within the Scheme, including the responsible handling and safe keeping of keys, access controls and remotes and report any missing or misplaced keys, access controls and remotes to the Managing Agents; and

9.2.2 compliance with any further security measures imposed by the Body Corporate.

10 Enforcement of Conduct Rules, Management Rules, STA and STSMA

10.1 In the event of noncompliance or contravention of the Conduct Rules, Management Rules, STA or STSMA, the Trustees will be entitled to:

a) issue written notices to the owner, tenant and/or occupant to ensure immediate compliance; and/or
b) impose penalties or fines against the owner by way of levies to be raised against the owner's account; and/or
c) approach the Court for the appropriate relief; and/or
d) refer the matter for Mediation or Arbitration; and/or
e) apply to the Chief Ombud for an order; and/or
f) enter the Section, Exclusive Use Area or Common Property and take the necessary steps, reasonable in the circumstances

10.2 An indulgence or relaxation of the Conduct Rules shall not constitute a waiver or consent or prevent enforcement by the Trustees.

10.3 All complaints and disputes are required to be in writing and should be submitted to the Body Corporate through the Managing Agents by way of e-mail, registered mail or delivery by hand.

10.4 Should the Trustees be of the opinion that the conduct of an owner, tenant, occupant and/or their visitor, guest, employee or contractor constitutes a nuisance or noncompliance with the Conduct Rules, Management Rules, STA or STSMA, the Trustees may, without prejudice to their other rights:

a) issue a written notice to the owner as a warning to immediately stop such conduct and to ensure full compliance with the Conduct Rules, Management Rules, STA or STSMA; and/or

b) if the said conduct (nuisance and/or noncompliance) persists after 5 (five) days of receipt of the written notice referred to in rule 10.4 a) above ; or the contravention was repeated within 5 (five) days after receipt of the said written notice, impose a penalty by way of a further written notice to be delivered to the owner;

c) impose a penalty by way of written notice, without warning, provided such written notice sets out the reasons for the penalty and the circumstances reasonably justifies penalty without warning;

10.5 The penalty imposed in terms of rule 10.1 or 10.4 above, shall become due and payable within 30 (thirty) days of the date upon which the written notice was issued.

a) If the penalty remains unpaid after 30 (thirty) days, same will be added onto the owner's levy account;

b) Any objection against such penalty is required to be in writing, properly motivated, to be submitted to the Trustees via the Managing Agents, within the said 30 (thirty) days.

c) The Trustees may, upon receipt of such objection, withdraw or reduce the penalty or schedule a Trustees' meeting to consider the objection. Once the Trustees' meeting is scheduled, the written notice imposing the penalty is suspended pending the outcome of the Trustees' meeting;

d) At the Trustees' meeting, the owner, tenant or occupant will be given the opportunity to make presentations to the Trustees, call witnesses, have access to the documents produced against the owner, tenant or occupant and question the complainant and his witnesses. The Trustees may postpone the Trustees' meeting;

e) If the owner, tenant or occupant fails to attend the Trustees' meeting, the objection will be regarded to be withdrawn and the penalty will stand;

f) The objection process set out above does not retract from any other remedy in law available to the complainant, Trustees, owner, tenant or occupant.

10.6 Written notices as provided for herein may be written, printed or electronic and will be deemed to be received by the owner if delivered to the owner: by hand (regarded to be received on date of delivery); by registered mail (regarded to

be received the 4th business day after postage); delivered by e-mail (regarded to be delivered on date of electronic transmission). The onus rests on the owner to ensure that the Trustees and Managing Agents have their correct contact details on record and should written notices not reach the owner due to outdated or incorrect information, the written notices will deemed to have been received regardless.

10.7 The owner will be held liable for any damages caused to the Common Property by the owner, tenant, occupant and/or his visitor, guest, employee or contractor.

10.8 Any costs incurred by the Body Corporate in taking steps to enforce the provisions of the Conduct Rules, Management Rules, STA or STSMA may be recovered from the owner. In the event that the Body Corporate institutes legal steps, the owner will be held liable for legal costs and fees on attorney own client scale. The costs may be added to the owner's account as a levy, with the applicable interest rate applied towards arrear levies.

11 Levies

11.1 Owners are liable for payment of their monthly levies as well as the additional costs, charges and penalties raised on the levy account.

11.2 The owners will be held liable for penalties/fines imposed by the Trustees due to noncompliance (by owners, occupants and visitors, including employees and guests) with the Conduct Rules, Management Rules, STA or STSMA; as well as for any legal costs (on attorney own client scale) incurred by the Trustees in enforcing the Conduct Rules, Management Rules, STA or STSMA. The Trustees will be entitled to raise such fines and costs against the owner's levy account.

11.3 Any account queries are required to be directed to the Managing Agents in writing. Notwithstanding the aforesaid query, the levy account remains payable upon presentation, without deduction. Interest will be charged on the arrear levy accounts at a rate to be determined from time to time.