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PRELIMINARY

(1) The Rules contained in this schedule may periodically be replaced, supplemented, amended, or repealed by a special resolution of the Body Corporate, as provided in accordance with the provisions of Article 35 of the Sectional Titles Act, 1986 (Act 95 of 1986) (the Act) and are subject to the provisions of.

- Section 35 (3) and (5) of the Sectional Title Act, 1986,
- Annexure 8 of the Sectional Titles Act, 1986,
- Housing Development Scheme for Retired Persons Act, 1988 (Act 65 of 1988),
- The Serene Management Rules;

as amended from time to time.

(2) Upon acceptance of these Rules contained in this schedule by way of special resolution, all previous rules that are applicable are repealed.

(3) To the extent that any conflict may exist between these Rules and the provisions of the Act and Management Rules, as contained in Appendix 8 of the Regulations, and the Serene Management Rules these Rules shall be subordinate thereto.

INTERPRETATION

(1) In the interpretation of these rules, unless inconsistent with or if otherwise indicated by the context, the following words shall bear the following meanings: -

"Act" means the Sectional Titles Act, No. 95 of 1986, as amended, and any regulations in force under it.

Words and expressions shall have the meanings assigned to them in the Act.

"Trustee" includes an alternate trustee.

Any reference to:

- the singular includes the plural and vice versa.
- A gender includes the other genders;

"Representative" means any representative appointed by the Body Corporate, whether such person is a member of the Trustees, or not.

"Serene" means Serene Body Corporate as registered at the Deeds Office as a Sectional Title Scheme and at the City of Tshwane Metropolitan Municipality as a Retirement Serene.

"Serene" means Serene Retirement Serene

(2) The headings of the various rules are provided for ease of reference only and should not be considered in the interpretation of these rules.

(3) When any number of days is prescribed in these Rules, 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 proclaimed public holiday.

(4) Where numbers are expressed in words and in numerals in these Rules, the words shall prevail if there is any conflict between the two.

1. INTRODUCTION

All of us reach the stage when we need nurturing, help and comfort. Let us all join hands to give each other the necessary support. These rules are designed to promote and protect the interests of all the residents

On behalf of the Body Corporate, the trustees, and residents of Serene, we would like to welcome you to Serene. We wish you a happy and carefree stay in Serene. We expect all our residents to work towards thoughtfulness, tolerance, and cooperation, so that everyone who stays here will be relaxed and peaceful. Let us all join hands to give each other the necessary support. This document is an outline of the daily management, rules and regulations of Serene that have been set up to ensure a harmonious environment for all our residents.

1.1 The primary objective of these rules and regulations is to preserve and enhance the security, aesthetics, and environment of Serene.

1.2 The rules have been established in terms of the Sectional Title Act and the Housing Development Schemes for Retired Persons Act 65 of 1988 as amended from time to time. They are binding upon all occupants of Serene, as is any decision taken by the trustees in interpreting these rules.

1.3 The registered owners of the properties at Serene are responsible for ensuring that members of their families, their tenants, visitors, friends, and employees abide by these rules.

1.4 Harmonious community living is achieved when residents use and enjoy their private property and public areas of Serene. General consideration of all residents by and for each other will greatly assist in assuring harmonious relations in Serene.

1.5 In the event of annoyance and complaints, the parties involved should attempt as far as possible, to settle the matter between themselves, exercising tolerance and consideration. When a problem cannot be resolved, it should be brought to the attention of the trustees for further recommendation in terms thereof. The trustees, who meet on a regular basis, will entertain written submissions only.

1.6 The decision of the trustees is final and binding in respect of the interpretation of these rules.

1.7 These rules may be supplemented/amended/repealed by a special resolution of the members of the Body Corporate.

1.8 Non-compliance with these rules may lead to action taken by the trustees.

1.9 These rules are equally applicable to all residents.

2. SERENE MANAGEMENT

The primary purpose of this section (2. Serene Management) is to provide information on Serene Management and is subject to the Serene Management Rules that are obtainable from Administration.

2.1 MANAGEMENT

Serene Retirement Serene is a Sectional Title development, and we therefore must comply with and manage it in accordance with the Sectional Titles Act 95 of 1986 and the Housing Development Scheme for Retired Persons Act 65 of 1988 as amended from time to time. The Act, Management Rules and the Rules of Conduct describe the manner in which Serene should be managed clearly and determine what you may and may not do in terms of behaviour. These documents are included in the Information File and should be studied thoroughly and be understood clearly.

2.2 THE BODY CORPORATE

The Body Corporate appoints the trustees to manage Serene on behalf of the owners

(i) The powers and responsibilities of the Body Corporate are conducted by the trustees of the Body Corporate who have been appointed in terms of the management rules. The trustees can be owners or their spouses. They are elected at the Annual General Meeting (AGM) after being nominated by fellow residents/owners, but only owners of units may vote.

(ii) The AGM takes place within four (4) months after the end of the financial year and deals with all matters pertaining to the management of Serene. Rules regarding attendance, voting, etc at the AGM are set out in the Act and Management Rules. (All residents can participate in the discussions. In terms of the Act, only owners of units may vote, with only one vote per unit.)

(iii) At every annual general meeting, the Body Corporate approves the budget (estimate of income and expenditure) and determines the amount estimated to be required to be levied from the owners.

2.2.1 FUNCTIONS, POWERS, AND DUTIES OF THE TRUSTEES

(i) The trustees serve for a period of one term after which they can be re-elected if they are nominated. Each trustee attends to a certain task in Serene. A list containing the names of the trustees, their telephone numbers and their portfolios will appear in the newsletter that will be distributed after the first meeting of the trustees or can be obtained from the Administration Office. Residents are encouraged to make their services available and are requested to support the trustee's efforts to manage Serene in an efficient manner in order to create a happy and peaceful environment.

(ii) It is the duty of the trustees to levy owners in accordance with their participation quotas.

(iii) Levies are determined from the annual income and expenditure estimate approved by the owners at the AGM.

(iv) At the end of the financial year and before the AGM the trustees may increase the levies by no more than 10% to defray running cost until approval of the budget and levies at the AGM.

(v) The trustees may from time-to-time issue directives in connection with any Conduct Rule, as is deemed necessary to ensure the harmonious coexistence of residents. The directives shall not be in conflict with any Management or 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 the issuing of Directives.

(vi) No resident should confront any trustee regarding Serene matters other than the trustee designated for a specific duty, as per the communication model provided.

(vii) Residents should note that trustees have specific functions and should not be contacted regarding issues for which they are not responsible. Problems with public disorder fall under the responsibilities of the municipality and not the trustees.

(viii) Residents are encouraged to contact the respective trustees with any suggestions and comments. All complaints should be lodged in writing at the office, together with a proposed reasonable solution to the problem.

(ix) At every annual general meeting, any amendments to the Conduct Rules proposed by the trustees shall be tabled for consideration and be approved by the members by a special resolution, with or without amendment.

2.3 COMMITTEES

The trustees and members of the managing agent if invited meet monthly and manage as a committee with subcommittees. A number of residents may be co-opted for the latter.

The suggested Trustee portfolios are as follows:

- Chairperson
- Finance
- Gardens and Landscaping
- Maintenance
- Contracts (Security, Cleaning, Landscaping, Catering, Frail and Health Care, etc.)

The suggested subcommittees are as follows:

- Social and Dining Hall
- Frail Care Centre/Clinic and Welfare
- Security

Please offer your services.

2.4 SERENE MANAGER

Serene may appoint a manager. He/she performs the necessary tasks in cooperation with the subcommittees of the trustees. He and / or the management agent deals with correspondence and all letters should therefore be addressed to The Manager and should be handed in at Serene Office. Any complaints, problems, suggestions, concessions, etc will be processed through him and should, if necessary, be discussed with the trustees.

2.5 PERSONNEL

Serene may appoint the Manager, Administrative officer, Groundsman the cleaners and ground staff on recommendation of the trustees. The catering, security and Frail Care/Clinic will be outsourced. The Body Corporate may at a General Meeting change these arrangements by a simple majority vote of those present. Any problems/requests regarding the different services should be brought to the attention of the administrative officer who will take it up with the relevant Trustee/service provider.

2.6 ADMINISTRATION

Please acquaint yourself with the administrative procedures

2.6.1 OFFICE HOURS

The office is managed by the administrative officer at Serene. It is open to residents on weekdays from 08h00 to 13h00 unless otherwise indicated. All monetary transactions such as payments, etc. should be done during these times. The office is closed Saturdays, Sundays, and Public Holidays.

2.6.2 MAIL

The post boxes at the entrance gate are for the use of Serene residents. It is the resident's responsibility to empty their post boxes on a regular basis. All unwanted post or marketing material is to be disposed of in the waste bins at the entrance gate or in the residents' own garbage. Incorrectly sorted mail must be handed in at the Administration Office for redistribution.

2.6.3 NOTICES

From time-to-time notices are placed on the notice boards located in Serene or are placed in the post boxes. It is important that you take note of these. Any notices, accounts, news bulletins etc. are deemed to have been received by all owners and residents if they have been placed in the mailboxes provided at the gate or handed to the occupants of a unit either personally or by insertion under the door or security gate. Legal notices will be delivered by hand and signed for, served by Registered post or if said documents are transmitted by facsimile or electronic mail to a facsimile number or e-mail address specified by the owner for the purposes of receiving documentation. Delivery by any of these methods is considered to be delivery to the owner of the unit.

2.6.4 PERSONAL DETAILS

When moving into a unit, it is expected that you complete a form with your personal details, emergency contact details and a brief medical summary detailing medication etc. that is available at the office. It is important to keep the Administration Office and the Frail Care/Clinic informed of any changes.

2.7 FINANCIAL MATTERS

Strict financial management ensures that sufficient funds are available to meet Serene needs

2.7.1 GENERAL

The annual budget of Serene is compiled and is submitted for approval at the AGM. Strict financial control is exercised by the trustees, who analyse the financial statements on a monthly basis. In this way we can ensure that expenditure takes place within the framework of the year's budget.

2.7.2 LEVIES

- (i) Levies are payable in advance on the first day of each month. Levies should preferably be paid by debit order and the necessary arrangements for this can be made at the Administration Office.
- (ii) The Management Agent monthly bill the utilisation of water and electricity. The meter of every unit will be read by the meter readers of Management Agent concerned before the end of each month. Residents can phone their water readings in, provided they have made the necessary arrangements with the Management Agent
- (iii) The owners shall make a separate contribution for the purposes of catering services as determined by the Body Corporate at the discretion of the trustees for the provision of meals. The contribution will be included in the annual budget that is presented for approval at the Annual General Meeting The contribution and agreement with a contracting party is contained in the DINING HALL AND KITCHEN SCHEDULE available from the office.
- (iv) If so, required the owners shall make contributions for the purposes of the provision of health and frail care services as determined by the Body Corporate.
- (v) The Body Corporate may raise a special levy for maintenance and other projects not provided for on the ordinary budget.
- (vi) The Body Corporate shall raise a special levy or contribution payable to the Body Corporate when a unit is sold, calculated at 1.5% of the gross selling price. [The purpose of this special levy or contribution is to maintain a stabilization fund so as to minimize increase on levies]

- (vii) The trustees are entitled to collect interest on arrears at a rate that is determined from time to time.
- (viii) The trustees have the right to fine transgressors, as per the fines schedule, when any of the rules, as stipulated by these rules or as amended from time to time, have been broken or infringed upon. Such fines form part of the levy and shall become due and payable on the due date of payment of the levy. The nature and value of fines may be amended from time to time by a unanimous resolution of the trustees.
- (ix) Persistent transgressions of rules and regulations may result in higher fines being levied, or legal action being taken by the Body Corporate to interdict an owner to refrain from further transgressions, or to seek alternative legal relief.

3. DUTIES OF THE OWNERS AND RESIDENTS

3.1 USE OF THE STREETS AND PARKING

- 3.1.1 The parking and driving vehicles on any part of the common property is subject to the express condition that each vehicle is parked or driven at the owner's risk and responsibility and the Serene Body Corporate or its agents or employees accept no liability in respect of any loss or damage whatsoever that the owner or any person designated by him or on his behalf may suffer as a result of his or her vehicle being parked or driven on the common property.
- 3.1.2 It is the duty of all residents / tenants to ensure their visitors are informed of the use of the streets and parking rules in Serene and to point out the designated parking spaces to their visitors.
- 3.1.3 The streets of Serene are for use by all residents, whether by foot, bicycle, motorcycle, truck, delivery vehicle, car, and wheelchairs / walkers. Please note that even if cars are part of a street environment, they are not the dominant factor.
- 3.1.4 All the streets in Serene are private roads and are subject to the relevant rules enforced by the Body Corporate.
- 3.1.5 The speed limit within Serene is 15 km per hour. The trustees may impose penalties, as per the fine schedule for offenders who break the speed limit and other traffic rules.
- 3.1.6 Apart from the above, the Gauteng Road Traffic Ordinances and by-laws on road and street use, also apply.
- 3.1.7 Owners are responsible for ensuring that all visiting children / guests are made aware of the dangers of the use of roads and must take responsibility for their children and visitors' safety.
- 3.1.8 Only persons with valid driving licenses may drive fuel- powered vehicles in the streets of Serene. Open areas, sidewalks and green areas are off limits.
- 3.1.9 Pedestrians constantly cross the streets of Serene on foot and motorists are advised that pedestrians take precedence in crossing streets. Motorists should always approach intersections with caution.
- 3.1.10 The use of motorcycles or other vehicles with noisy exhaust systems is prohibited. Only licensed and roadworthy vehicles of the kind permitted on public roads will be allowed to use the roads in Serene.
- 3.1.11 Hooters may only be used for emergencies.
- 3.1.12 The motor vehicle entrance gate may not be used as an exit gate under any circumstances. The only exception to this rule is if the exit gate is not functional and the security guards have specifically authorised the use of the entrance gate, after ensuring that there are no oncoming vehicles. The vehicle wishing to exit must come to a dead stop before exiting.
- 3.1.13 Parking on sidewalks and in the streets is prohibited. Vehicles may only be parked in designated parking bays
- 3.1.14 The designated visitors parking areas are only for temporary use by bona fide visitors (3.10.4).
- 3.1.15 All residents' vehicles must be parked in their garages. [That is all 79 units that have garages.]
- 3.1.16 Apartments 32, 39, 77 and 80 who have no garages, but to whom exclusive usage areas are registered at the deed's office must park on the parking area allocated to them.
- 3.1.17 Residents and visitors are not allowed to park in front of the garages of the homes.
- 3.1.18 All residents are allowed to park in designated visitor parking spaces for no more than two (2) hours at a time. [E.g. when vehicles are washed, cleaning the garage or other tasks, and not as a long -term storage space, etc.]
- 3.1.19 Parking in front of apartment garages is for the personal use of the resident for temporary short-term parking or for a longer period for bona fide visitors of the residents.

3.1.20 At no time may two vehicles be parked in one parking bay or garage if they protrude beyond the garage door, or demarcated parking bay.

3.1.21 Residents may not park or leave a vehicle, caravan, or trailer on the parking area of the common property; nor allow such vehicles, to be parked or left on the parking area of the common property for more than 48 hours, subject to rule (3.1.17)

3.1.22 When vehicles are washed, care should be taken not to use water unnecessarily. Fire hoses may under no circumstances be used for the washing of vehicles. Any debris left as a result of cleaning must be washed away or placed in the residents' garbage bins.

3.1.23 In accordance with the fines schedule and Conduct Rules the trustees may apply to a court having jurisdiction, for an order or interdict for the removal from a unit or the common property, any vehicle, where parked, stood or abandoned in contravention of these rule and the owner of the relevant unit shall be liable for all such costs relating to the application.

3.1.24 Notwithstanding the provisions of sub-rule 3.1.17 an owner or tenant who is in breach or non-compliance with the provisions of these rule, or any directives issued in terms hereof, shall be subject to the imposition of a fine in terms of the FINES SCHEDULE.

3.2 GOOD NEIGHBOURLINESS

Good neighbourliness encompasses exercising tolerance, reasonableness, and consideration

3.2.1 Any business activity or hobby that is a nuisance or could cause aggravation to fellow residents may not be conducted from any property. This includes auctions and jumble sales.

3.2.2 No business activity may be conducted from home without the written consent of all owners.

3.2.3 Silence should be maintained daily between 13h00 and 14h00, and between 21h00 and 07h00. [This includes the use of noisy domestic appliances e.g., Vacuum cleaners]

3.2.4 The volume of music or electronic instruments, partying and domestic activities should be kept at a level that does not create a nuisance to neighbours and other residents.

3.2.5 The mechanical maintenance and use of power tools, lawnmowers (electric lawnmowers are preferred), electrical drills etc. should only be undertaken between 08h00 and 16h00 from Mondays to Fridays and 08h00 and 13h00 on Saturdays. Silence must be maintained between 13h00 and 14h00.

3.2.6 Washing may only be hung in places that have been expressly designated for this purpose and nowhere else. Should an extra washing line be required on the common property a written application must be sent to the trustees for consideration and approval. All washing is hung at the sole risk of the owners/tenants.

3.2.7 No advertisements or promotional materials may be displayed or distributed, whether by means of post, pamphlets, e-mail, or any electronic medium unless prior written permission is obtained from the trustees.

3.2.8 Owners/tenants must ensure that domestic workers and other employees do not loiter in Serene, particularly not at any prominent places such as at the gates, streets, and communal greens and walkways.

3.2.9 Except in the event of an obligatory stipulation, or the contrary, compelling the trustees to resolve annoyances or complaints, the parties involved should attempt, as far as possible, to settle the matter between themselves, exercising due tolerance, reasonableness, and consideration. Where a dispute cannot be resolved, in particular a dispute between neighbours, the following procedure should be followed:

(i) Written submissions should be made by the parties involved in the dispute to the trustees. The trustees may, at their sole discretion, decide whether or not they will arbitrate on the matter.

(ii) In the event that the trustees are of the opinion that they are entitled to arbitrate on the matter, the decision of the trustees shall be final and binding in respect of the resolution of the dispute.

(iii) In the event that the trustees are of the opinion that they are not prepared to arbitrate in the matter, the trustees may either:

(a) Inform the parties involved that the trustees are not prepared to arbitrate in the matter and that the parties should resolve the dispute themselves and/or by legal action and/or arbitration. OR:

(b) The trustees may refer the matter to an independent arbitrator, at the trustee's discretion, in which case the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute.

In this regard the arbitrator's decision shall be final and binding, and the arbitrator shall be entitled to make an award with regard to the legal costs.

3.2.10 No party and/or resident shall have any claim of whatsoever nature for damages against the trustees of the Body Corporate as a result of a decision taken by the trustees regarding the interpretation of these rules.

3.2.11 In the event of a violation of any municipal bylaw, as amended from time to time, the matter should be reported to the local authority or the SAPS.

3.3 REFUSE REMOVAL

3.3.1 The owner/tenant of a unit may, before 07h00 on weekdays, leave their domestic refuse in a plastic bag outside of their unit for collection by the cleaners. No refuse may be placed outside over weekends or on public holidays. The refuse bag must be dry, hygienic, and properly sealed. In the case of tins and other containers, they must have been emptied of liquid prior to placing them in the refuse bag.

3.3.2. A resident may not dump or throw rubbish (including garbage, cigarette stubs, leftover food, or other dirt) on the common property, nor allow it to happen.

3.3.3 Rubbish and rubbish bins or containers may not be visible to the public from any part of the common property and, when temporarily placed in front of the doors of units for removal, it should be hygienically covered so that the sight or smell thereof does not offend other residents. Refuse bags must be used for this purpose.

3.3.4 Rubbish and waste may not be handled in contravention of the regulations of the City Council, for example pieces of glass should be wrapped in a double layer of newspaper.

3.3.5 No garden refuse, whether in containers or not, may be left on the common property or where it is visible to the public, other than in areas specifically designated for this purpose by Serene.

3.3.6 A person who dumps waste or rubbish on any part of the common property is subject to prosecution under the municipal health ordinances and such offenders should immediately be reported to the manager or a trustee.

3.3.7 Cardboard boxes and packaging should be flattened and broken into pieces so that it can be removed in plastic bags or placed in the containers that are supplied for paper/cardboard removal by outside companies.

3.4 ALTERATIONS AND OR DAMAGE TO, OR CHANGES TO, THE COMMON PROPERTY

These rules were established to protect the appearance and value of the units

3.4.1 A resident may not, without the written permission of the trustees, paint any part of the common property or make marks on it, drive nails or screws or something similar into it or damage or change it in any way. A request for the trustees' consent or approval, must be accompanied by plans and/or specifications sufficient to explain the nature, design, shape, size, material, colours, and location of the proposed item. The trustees may attach reasonable conditions to their consent.

3.4.2 A person who damages or dirties the common property will be held responsible for its replacement, cleaning, or repair thereof.

3.4.3 Broken windows must be replaced at the cost of the residents of the units if the replacement thereof is not covered by the body corporate's insurance.

3.4.4 No extensions (building construction), changes, improvements or additions may be made without:

- i) an owner of a section that proposes to expand the boundaries of his or her section, obtain the approval of the Body Corporate authorized by a special resolution of its members and ensures that the surveyor or architect submits a draft plan of the extension to the Surveyor General for approval.
- ii) an owner obtains the consent of the trustees for a section he /she intends to improve. The trustees may add reasonable to conditions their consent.

3.4.5 Where damage has occurred within the unit as a result of leaks from the roofs or walls, or cracks on the exterior walls, the trustees must be notified as soon as possible. Any damage or changes in the unit that may affect the walls or roof of the unit must be reported to the trustees as soon as possible. The resident is responsible for repairs to the inside of the unit as determined by the trustees if there is no insurance claim.

3.4.6 If the owner/resident;

- (i) fails to repair or maintain his/her unit as stipulated in Section 44 (1) (c) of the Act, or
- (ii) neglects to take care of any part of the common property that has been allotted to him/her for his/her use, or
- (iii) neglects to perform any of the duties mentioned above and any such neglect continues or is not corrected within 30 days after receiving written notice by any of the management bodies to repair, correct or maintain,

the trustees can correct the owner's/resident's neglect and the reasonable cost thereof will be for the account of such owner/resident.

3.4.7 An owner/resident may not install any locking device, security gate, and burglar bars or other security device for the protection of his/her unit; nor any screen or other device to keep animals in or out, or insects out, without the prior written consent of the trustees.

3.4.8 An owner or person authorized by him or her shall not construct, attach to, or fix to any part of the exterior of the buildings, balconies, or 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, steps, braais or similar items without the prior written consent of the trustees.

3.4.9 Owners must apply to the trustees if they wish to install solar water heaters and photovoltaic cells on their roof. The application must be accompanied by a quote, specifications of the system, drawing of the area of the roof and installation, letters from the neighbours indicating no objections. [All solar heating systems must match the systems already approved and fitted to existing units. No coiled PVC piping systems or external geysers will be allowed]

3.4.10 Owners must apply to the trustees if they wish to install inverters for uninterrupted power supply. Inverters will only be allowed in the garages of a unit and care must be taken against battery spills that may affect the structure of the building and insurance claims. On installation an electrical certificate must be handed in to the Serene office for filing.

3.4.11 Owners must apply to the trustees if they wish to install a LP gas system in their units. Gas cylinders must not be visible from the street or adjacent units. On installation a gas installation certificate must be handed in to the Serene office for filing.

3.4.12 All such alterations and additions must comply with the Sectional Titles Act and Municipal Ordinances and will be at the owner's cost and risk and the owner will be responsible for the proper maintenance and insurance of the items in question. Where such alterations and additions cause an increase in the cost of insurance cover for the complex such extra costs must be borne by the owner and any charges will be added to the monthly levy of the unit in question.

3.4.13 Alterations to any plumbing, electrical installations, or conduits, including in the interior of any unit, may only be carried out after obtaining the written consent of the trustees, which may be accompanied by conditions. 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.

3.4.14 Whereas an owner may affect alterations to the interior of his or her unit, no work may be done to weight-bearing walls, ceilings, and floors without the written consent of the trustees, who may impose conditions to their consent.

3.4.15 All applications for approval for alterations must be accompanied by a proposed timeframe for the completion of the work. Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 08h00 to 17h00, or during the hours 09h00 to 13h00 on Saturdays, but not at all on Sundays or proclaimed public holidays. No building rubbish may be left on common property.

3.5 OUTSIDE APPEARANCE

The aesthetics appearance of Serene must be maintained

3.5.1 The resident of a unit may not place anything on or in or do anything on or to any part of the common property (including but not limited to, balconies, corridors, patios, porches, or gardens) which, in the Trustee's judgment, is aesthetically unpleasant or undesirable when viewed from outside the unit.

3.5.2 No structural changes may be made to any unit, nor may decorations, awnings or shelters be erected on the outside of a unit, nor may the outside of any unit be painted or treated without the written permission of the trustees.

3.5.3 Owners and occupiers shall ensure that all glazed sections visible to the public and other residents are always provided with adequate curtaining or blinds and within 7 (seven) days of taking occupation.

3.5.4 No tinted or reflective glass windows may be installed or used in any residential unit.

3.5.6 No floodlights or external lighting may be fitted without the permission of the trustees, who may attach reasonable conditions to their consents. The opinions of any potentially affected neighbours must be canvassed before the submission of the proposal and the opinions of the neighbours must be attached to the application.

3.6 ENSURING A PLEASING STREETScape

The collective pride of Serene depends on the contribution of every owner/occupant to create a neat and pleasing streetscape.

3.6.1 Each homeowner is encouraged to maintain the area between the curb and the boundary of his/her property in a clean and pleasing condition. No garden encroachment onto the pavements or streets is permitted.

3.6.2 No rubble or garden refuse may under any circumstances be dumped or discarded in any public area, including green areas, parks, streets, sidewalks, dams, fountains, or streams. The owner will be liable for all damages in this regard or for the costs of removal. Excess garden waste that cannot be removed by the garden service in the normal manner will have to be removed by the owner or by special arrangement and at the owner's expense.

3.6.3 No trees, plants or sidewalk lawn may be damaged, removed or planted without the permission of the trustees.

3.6.4 Residents of units should ensure that their vehicles and that of their visitors and guests do not soil the common property or demarcated parking areas with dripping oil or brake fluid, nor mark these areas in any other way.

3.6.5 A resident may not take any vehicle apart or undertake extensive repairs on it on any part of the common property or an area designated for personal use.

3.6.6 Servicing, except in emergency cases, or rebuilding vehicles on the grounds are not allowed and persons who breach this rule will be subject to a fine as per the fines schedule.

3.6.7 No owner or occupier of a unit shall place any sign, notice, billboard, or advertisement of any kind whatsoever on any part of the common property or of a unit, so as to be visible from outside the unit, or by the public, without the written consent of the trustees first having been obtained. This is also applicable to estate agent's boards.

3.6.8 No Wendy Houses, garden sheds or tool enclosures may be erected without the written consent of the trustees first having been obtained. A request for the trustees' consent or approval must be accompanied by plans and/or specifications sufficient to explain the nature, design, shape, size, material, colours, and location of the proposed item. The trustees may attach reasonable conditions to their consent. Permission of the city council must also be obtained.

3.7 ENVIRONMENTAL MANAGEMENT

Gardens, street fronts and green areas

3.7.1 Residents and their guests are urged to leave any open space they visit in a cleaner condition than they found it. Residents should also develop the habit of picking up and disposing of any litter found in open spaces.

3.7.2 Picnicking will only be permitted on communal areas meant for this purpose.

3.7.3 Flora may not be damaged or removed from any public areas.

3.7.4 Fauna of any kind may not be chased, trapped, or harmed in any way, in any area of Serene.

3.7.5 Stray animals may not be fed in Serene.

3.7.6 Residents should maintain a high standard of maintenance in gardens, green area, and the pavement.

3.7.7 Residents should ensure that declared noxious flora are not planted or allowed to grow in their gardens.

3.7.8 The residents' use of any space, including green areas, and Communal Centre is always entirely at their own risk. The trustees' will entertain no claims for damages of whatsoever nature or from whatsoever cause.

3.7.9 The owner may not change the green area adjacent to his/her property without submitting a plan for approval by the trustees.

3.7.10 All damage to the irrigation system, plants and trees caused by the owner or a tenant, contractor or worker will be for the account of the owner. Costs will be added to the account and will become payable at the end of the month.

3.7.11 Water features may not be erected in individual front gardens without the written consent of the trustees first having been obtained. A request for the trustees' consent or approval must be accompanied by plans and/or specifications sufficient to explain the nature, design, shape, size, material, colours, and location of the proposed item. The trustees may attach reasonable conditions to their consent.

3.7.12 Private gardens must be 50% indigenous. No trees may be planted without permission of the trustees. No palm trees may be planted

3.7.13 Residents / neighbours should agree among themselves what the boundaries of the gardens between their adjoining units are. The trustees will settle any dispute in this regard and their decision will be final.

3.7.14 The garden layout should not prohibit water runoff, or change the natural flow of water, or cause excessive amounts of water to be channelled into neighbouring gardens/units or block the entrance or hinder the movement of lawnmowers. No drainage holes, other than those that formed part of the original development may be knocked through any walls without the permission of the trustees, who may attach reasonable conditions to their consent. The opinions of any potentially affected neighbours must be canvassed before the submission of the proposal and the opinions of the neighbours must be attached to the application

3.7.15 Residents may develop the gardens at their own cost and responsibility, taking into account the following limitations:

(i) No plants that may cause damage to the drainage system, the paving of the grounds and/or the foundations of the outer walls and/or gutters and drains are permitted.

(ii) No plants should block the view of drivers or grow on walkways.

(iii) No plants should obscure the lights on the grounds.

3.7.16 Residents may place pot plants on the porches of their units, subject to:

(i) It not being a nuisance to the neighbours.

(ii) It is receiving continuous care and in the case of multi-storey buildings, the watering of plants may not cause leakages on the floors below. Any damage thus caused, and the subsequent costs of repair will be the responsibility of the owner concerned.

3.7.17 All public gardens will be maintained by the people appointed by the trustees only, unless otherwise arranged by the trustees.

3.7.18 No plants should be removed from a residence which has been vacated. The new resident will take decisions in this regard.

3.7.19 All garden tools should be stored out of sight of fellow residents.

3.7.20 Sprinkler systems require the approval of the trustees. If the sprinklers are left open continuously, residents will immediately be asked to remove it. (No sprinklers may wet electrical or telephone boxes, the footlights of the neighbours or any security/electric fence.)

3.7.21 All green areas must be planted with indigenous plants and trees.

3.7.22 No resident is allowed to approach any worker of the garden services with any request or suggestion. All requests, problems and suggestions should be directed to the trustees, in writing.

3.7.23 Gardeners and cleaners who are employees of Serene or the company employed by the Body Corporate should not be used or hired by residents for private work during their working hours unless the trustees have approved it.

3.7.24 Homeowners' private gardens must be fully developed and maintained at all times. This includes pest and weed control.

3.7.25 Municipal water should be used sparingly at all times and must not be used to sweep paving clean. Monthly levies do not make provision for excessive use of water. The owner/resident shall be liable for any fines imposed by the local authority on the Body Corporate as a result of not adhering to special regulations such as water restrictions. The Body Corporate, if it is required to pay such a fine, shall be entitled to recover the amount from the owner or resident.

3.7.26 Flammable or any other dangerous material that is a fire hazard may not be kept or used in the utility building or residences.

3.7.27 Firehoses/fire extinguishers/fire hydrants may only be used to extinguish fires and may not be used for any other purpose of whatsoever nature.

3.7.28 The trustees will draw up specific instructions regarding procedures that should be followed in the event of a fire, and these will be made available to residents.

3.7.29 A resident may not store in the unit, in a building or on the common property any dangerous substance or perform any dangerous action, or allow it to happen, which will result in the increase of the premium that the Body Corporate pays for any insurance policy.

3.7.30 No firearms, air guns or fireworks may be used within the borders of Serene, except in the case of an emergency.

3.7.31 The common property may only be used for the purpose for which it was developed, or as adapted by the trustees.

3.7.32 No barbecuing using flammable substances is allowed in or on any unit or on the common property, save for the designated braai area or fireplace attached to the unit or allocated for this purpose. Only briquettes or dry hardwood may be used in combination with firelighters in order to limit smoke disturbance to other units. The burning of coal is not permitted. All fires must be extinguished by 22h00.

3.7.33 No boreholes or wells may be sunk in any part of the complex without the written permission of the trustees, who may attach reasonable conditions to their consents. The opinions of any potentially affected neighbours must be canvassed before the submission of the proposal and the opinions of the neighbours must be attached to the application. All relevant legislation must be adhered to.

3.8 COMMUNITY CENTRE

The community centre is there for residents' relaxation and enjoyment

3.8.1 The Community Centre consists of the kitchen, dining room and lounge, which includes the library. Residents may make daily use of the dining room and lounge facilities for their personal benefit and relaxation. The kitchen is out of bounds to all residents and Serene staff.

3.8.2 Residents and their guest who would like to use the recreation facilities for special occasions must first complete the necessary application and indemnity forms, which are available at the office, before they use the facilities.

3.8.3 Guests and visitors may only use the Community Centre facilities if they are accompanied by a resident.

3.8.4 The Community Centre will only be made available for functions to the family members of residents, up to the level of grandchildren.

3.8.5 The Community Centre and surrounding areas, up to 10 metres away from the building, is a NON-SMOKING area.

3.8.6 No notices or advertisements may be placed on, in or near the Community Centre without the approval of the trustees.

3.8.7 Details relating to the Community Centre procedures and meals are contained in the SERENE COMMUNITY CENTRE PROCEDURES. Copies of these procedures are available at the office or in the library. Owners and residents must familiarise themselves with the contents of this document. These procedures and any subsequent amendments must be strictly adhered to at all times.

3.9 SECURITY

Security is an attitude, and everyone must be aware that security must be applied and enforced at all times for it to work properly.

3.9.1 The security guards are performing difficult and important functions. They should not be abused under any circumstances. Rather assist them where at all possible.

3.9.2 Any deviations from the security procedures on the part of security personnel must be reported to the trustee responsible for security.

3.9.3 Serene will be staffed by security personnel 24 hours a day. During daylight security will mainly be situated at the entrance/exit gates. At night, Serene will be regularly patrolled at random intervals. This ruling may be changed from time to time by the Body Corporate at a general meeting of its members.

3.9.4 The details of the security protocols are set out in the SERENE SECURITY PROCEDURES. Copies of these procedures are available at the office. These procedures and any subsequent amendments must be strictly applied and enforced at all times

3.9.5 All owners must make visitors aware of the security protocols and ensure that they adhere to these protocols.

3.9.6 No residents may issue instructions to security personnel.

3.9.7 All owners/residents must ensure that any contractors in their employ adhere specifically to the security protocols contained in the SERENE SECURITY PROCEDURES. Security must be notified of contractors coming to Serene.

3.9.8 All burglary attempts or attempts to penetrate the perimeter fence/wall must immediately be reported to a member of the security staff and/or the trustee responsible for security.

3.9.9 Residents are personally responsible for the security in their units as well as insurance against burglaries.

- 3.9.10 Should residents install alarm systems for their units, these must be compatible with Serene's security system and must preferably be silent or not be of a volume loud enough to cause a disturbance.
- 3.9.11 New owners/residents must immediately inform the office of their home and/or contact telephone numbers and addresses to enable security personnel to be able to contact them telephonically.
- 3.9.12 No property may be secured with razor wire or any similar type of fencing.
- 3.9.13 Residents near the perimeter wall must advise any visitors of the dangers pertaining to the electric fence
- 3.9.14 Residents near the perimeter wall are responsible for keeping the electric fence clear of any overgrowth, in cooperation with the gardening service
- 3.9.15 Owners/residents may not deny contractors/workers access to their units if maintenance to the perimeter walls and electric fencing is required. If possible, owners will be notified before the time.
- 3.9.16 Remote controls and access cards may not be used by anyone other than the homeowner of a unit and the registered access card user, nor may they be loaned to other persons.
- 3.9.17 All service personnel and domestic workers must be registered at the office in order to obtain access cards. No service personnel or domestic workers will be allowed access to Serene without an access card.
- 3.9.18 Residents who do not have their remote controls with them will be required to sign in at the gate. In the event of a resident losing their remote control such loss must immediately be reported to the trustee responsible for security so that the access code can be cancelled.
- 3.9.19 Contractors and residents/owners and who enter Serene by the main gate with domestic or service workers in their vehicles must sign their workers in. Failure to do so may lead to the contractors and their workers being removed from Serene.
- 3.9.20 No residents may ask any of the security personnel to protect or watch their specific property, or to interfere in a domestic dispute.
- 3.9.21 Disputes with neighbours; enforcing noise levels, etc are standard police matters and are not the responsibility of security staff. These issues should be reported to the police – not to security. Security may be involved where residents might inadvertently be causing excessive noise, or a disturbance during quiet time, or parking infringements have occurred. Should the security staff encounter undue aggression with threats of violence or the risk of physical harm the SAP must be contacted. The Office or trustees must be notified of such occurrences.
- 3.9.22 No guest will be allowed into Serene, unless the person who will be visited is in Serene and has verified that the guest has an appointment.
- 3.9.23 Residents are requested to inform their visitors about the rules of admission to Serene with particular reference to positive identification being required before access is granted.
- 3.9.24 Prospective buyers of property will under no circumstances be allowed in Serene unless the owner or his agent has been granted written permission by the Office or the chairperson. No exceptions will be made.
- 3.9.25 NO hawkers are allowed on the property of Serene.
- 3.9.26 NO mini-bus taxis are allowed to enter Serene.
- 3.9.27 No parking is allowed in front of the EMERGENCY GATE, either inside or outside of Serene.
- 3.9.28 No unauthorised persons may tamper with the electric fence or security systems.
- 3.9.29 Workers who are given donations to take out of the complex must produce a note of explanation/letter describing the item/s as well as the unit from which they originate, so that the security guard can allow the worker to exit with the item/s. Items will be retained if this requirement is not met.
- 3.9.30 In the event of an emergency immediate access will be granted to the emergency vehicle and its personnel and, if possible, the vehicle will be escorted by the security officer. The necessary security checks must not delay the situation.

3.10 TENANTS, VISITORS AND EMPLOYEES

Owners must ensure that these rules are applied

- 3.10.1 In the case of tenants, visitors, contractors, and employees the responsibility of enforcing the rules rests with the owner of the unit.
- 3.10.2 Visiting children must at no stage be allowed to be a nuisance. They must not damage plants or property.
- 3.10.3 No roller-skates or any other skating apparatus is allowed in Serene.
- 3.10.4 Family and friends may visit for short periods of up to four weeks. In exceptional cases, a visitor may be allowed to stay for a longer period with the permission of the trustees (for example, a sister/brother or child from overseas who visits for six weeks); a written submission with motivation for approval must be made and

must include the details of the proposed visitors and a termination date for their stay. These visitors may not use any facilities if not accompanied by the resident. They are regarded as non-residents for the purposes of functions, the use of the dining hall and the Communal Centre, etc.

3.10.5 The trustees must be notified in writing of any home nursing arrangements, whether being done by daily outside nursing assistance or by live-in attendants. [No home nursing staff; domestic servants or other helpers may live in the garages of the units under any circumstances.] (3.11.3)

3.10.6 It is emphasised that all residents must be aware of the fact that this Serene was and has been set up in terms of the Housing Development Schemes for Retired Persons Act 65 of 1988. These rules/decisions have been made for the advantage of residents who would like to spend the rest of their lives in peace and contentment.

3.11 LETTING AND RESELLING PROPERTY

Compliance with the procedures

3.11.1 The concept for the selling and letting of Serene units impose certain regulations relating to the resale or letting of property. In order to ensure that the rules that regulate property ownership and occupation of the premises in Serene are made known to new residents, the following rules relating to the resale or letting of property shall apply:

(i) Before any property in Serene is offered for sale or lease the owner, or his duly appointed agent, must ensure that the proposed transaction is registered at the Serene Office. The owner or agent must sign a Memorandum of Agreement between themselves and the Body Corporate in which they undertake to comply with the conduct rules and conditions applicable to the selling and letting of Serene units.

(ii) The owner or appointed agent must ensure that the buyer and/or tenant is informed of and receives a copy of the Memorandum of Agreement, the Rules of Conduct and The Management Rules. The aforementioned documents must be signed and attached as annexure to any deed of sale or lease agreement. A copy thereof must be handed in at the Office.

(iii) A clearance certificate detailing outstanding amount owing by the present owner must be obtained from the Body Corporate prior to transfer and/or registration taking place.

(iv) The 1.5% of the gross selling price of the unit, which according to contract is payable by the seller to the Body Corporate must be included in the clearance certificate. Any costs related to the clearance certificate must be borne by the seller.

(v) Owners can use the agent of their choice but are obliged to comply with the rules set out in respect of selling or letting their property. The owner must notify the office in advance of the intention to lease or sell and collect the necessary documentation. The owner or authorised agent must personally accompany a prospective purchaser or lessee. Agents and private sellers are not permitted to erect any "For sale" or "Show house" or "To let" signage boards without the permission of the trustees.

(vi) The trustees must be notified in writing before occupation of the date of occupation, the name of the owner/lessee, and the term of the lease.

3.11.2 To qualify as a resident of Serene one must be at least 50 years of age. Although no maximum age has been set Serene has primarily been designed to cater for people who still want to lead an independent lifestyle.

(i) It is important that sellers and agents ensure beforehand that prospective buyers or tenants are examined by a medical doctor of the clinic or a private doctor to ensure that physically they can live independently

3.11.3 A maximum of two people may occupy any one unit except where:

(i) Up to four family members may occupy a two- or three-bedroom unit with prior approval of the trustees who may attach conditions to the approval

(ii) A registered live-in caregiver also occupies the unit, in which case written permission must first be obtained from the trustees for this person to stay in the unit. In such cases a maximum of three people may occupy the unit. [Not in the garage] (3.10.5)

3.11.4 When the owner of a unit cannot or does not want to occupy the unit himself, it may be leased, provided that:

(i) The principal lessee and any occupants are not younger than 50 years of age and are able to live an independent lifestyle. The lessee must live in the unit and may not sublet it.

(ii) No property may be let or used for the purpose of a commune, or solely for offices or business purposes.

(iii) The trustees can request the owner letting the unit to terminate the lease with thirty (30) days' notice due to a tenant's noncompliance with the Management Rules and Rules of Conduct of Serene.

(iv) The lessee acknowledges that, upon occupation of the leased premises, he/she, his/her family, his/her visitors, and his/her servants shall adhere to all the rules and regulations contained in this document

These clauses must be written into all lease agreements.

3.11.5 The purchaser further agrees in terms of this agreement the Management Rules, these rules *and* the Sectional Titles Act and its regulations, to pay a special levy or contribution, calculated at 1.5% of the gross selling price of the unit, when the unit is sold. Payment thereof will occur on date of registration of transfer of the unit into the name of the new buyer. The seller and buyer hereby authorise the conveyancer responsible for the transfer to pay the special levy or contribution directly to the Body Corporate. [The purpose of this special levy or contribution is to maintain a stabilization fund so as to minimize increases in the levies payable.]

3.11.6 The purchaser further agrees to insert this provision (3.11.5) into the contract with the new buyer when he in turn sells the unit.

3.12 PETS

Do not let your pet be a cause of disagreement between you and your neighbours

3.12.1 Only two small pets will be allowed. No animal or pet may be allowed in a unit or common property without the written consent of the trustees who may impose reasonable conditions to their consent. The opinion of all neighbours who may be affected by keeping a pet, must be obtained, and submitted with the application

3.12.2 The violation or non-compliance with Rule 3.12.1, the owner / tenant of a unit, may be fined in terms of the Rules of Conduct.

3.12.3 The primary condition of approval for keeping animals/pets is that they do not pose a nuisance to other residents. Owners or residents must take the necessary precautions to ensure that animals do not become a nuisance or pose a threat to others.

3.12.4 In appropriate circumstances, the trustees may apply to a court having authority, for an order or interdict for the removal of the animal from a unit or the common property, and the owner of the relevant unit shall be liable for all such costs relating to the application.

3.12.5. The local authority's bylaws relating to pets will be strictly enforced.

3.12.6 All animals must be neutered or sterilised before they are allowed into the complex.

3.12.7 Poultry, pigeons, parakeets, parrots, cockatiels, aviaries, wild animals/birds, or livestock may not be kept in Serene.

3.12.8 Pets are not permitted to roam the streets and must be always kept on a leash in all areas. (Even when accompanied by the owner.)

3.12.9 Should animals excrete in public areas; the owner is responsible for the immediate removal thereof.

3.12.10 Animals must wear a collar with a tag indicating the name and telephone number of the owner. Animals without identification tags will be apprehended and handed over to the SPCA, or a similar institution, without notification to the owner.

3.12.11 The trustees reserve the right to ask the owner to remove his / her pet within seven (7) days of receiving a written notice from the trustees if the pet becomes a nuisance in Serene.

3.12.12 When a pet for which consent was obtained dies or is put down, new consent must be obtained to replace such a pet.

3.12.13 The owner of any animal/bird will be held responsible for any damage or injury caused by his/her animal/bird to property, persons, or other animals within the complex

3.13 MAINTENANCE AND INSURANCE

Proper maintenance will preserve the values of the units and common property

3.13.1 Serene is responsible for the maintenance of the common property, as well as the exterior of the units (including exterior walls, clothesline - booths, the patio walls, window- and door exteriors, ceramic tiles on the walkways and corridors of the first-floor apartments).

3.13.2 All owners / occupiers are responsible for painting and normal maintenance of the inside of their units and repairs of any kind (including painting and maintenance of awnings). Any lights or plugs that are part of the

unit's electrical system, are also the responsibility of the owner / tenant [Under no circumstances may residents interfere or touch electrical supply or equipment or water installations that serve the common property. The responsible trustee or chairperson should be contacted in an emergency]

3.13.3 Any maintenance problems should immediately be reported in the Complaints Book that is kept in the office. Examples are leaking taps, leaking roofs, structural problems, streetlights that do not work, etc. The office will take the necessary steps to rectify the situation.

3.13.4 Owners are responsible for the maintenance and insurance of the inside of their units as well as structural changes and additions, including porches, canvas awnings, adjustable louver roofs, security doors, solar heating systems, etc. that they installed or had installed themselves. Further all above the ceiling excluding the geyser and on the outside of the unit is the responsibility of the body corporate.

3.13.5 If an owner fails to repair or maintain his unit in a good state of repair as required by the Sectional Titles Act, or fails to adequately maintain any areas of common property allocated for his personal use and enjoyment, and such failure persists for a period of 30 (thirty) days after the giving of written notice by the trustees or managing agent to repair or maintain the unit or area the Body Corporate shall be entitled to remedy the owner's failure and to recover the reasonable costs of doing so from the owner.

3.13.6 Serene is responsible for ensuring the common property and buildings, including the units.

3.13.7 Water should be used sparingly because excessive watering of gardens may cause sinkholes and damage buildings.

3.13.8 The owner of a unit is obliged to maintain, and if necessary, replace his own hot water system if not covered under the current insurance policy of the complex. The onus is on the owner to establish what, if any, section of his hot water system is, or is not, covered under Serene policy.

3.13.9 The fixed property and buildings are insured by the Body Corporate. Residents are responsible for insuring the contents of their units.

3.13.10 Any first loss that amounts to a body corporate insurance claim, on behalf of the owner of the unit concerned, which is because of negligence or omission on the part of the owner or resident, shall be for the account of the owner of the unit.

3.13.11 The Body Corporate is not responsible for the loss or damage to household possessions or vehicles, any personal loss, or any injuries on the premises because of any incident on the premises.

3.13.12 The owner of a section is responsible for any excess payment in respect of his or her section payable in terms of a contract of insurance entered into by the body corporate: provided that owners may by special resolution determine that the body corporate is responsible for excess payments in respect of specified damage.

3.13.13 The owner should ensure that his/her unit is free from termites, borers and other insects that destroy wood, and should, for this purpose, allow the trustees, the manager and their duly authorised agents access to the unit from time to time in order to exterminate such pests. The costs of the inspection, the extermination of such pests found inside the unit and the replacement of any wood or other material that form part of such unit that have been destroyed by such pests will be for the account of the owner of the unit concerned.

3.14 DINING HALL AND KITCHEN

3.14.1 The Dining Hall and Kitchen is subject to these rules.

3.14.2 The decision whether, and how, meals will be served by a contracting party is contained in the DINING HALL AND KITCHEN SCHEDULE. Please make yourself aware of any regulations that are in place from time to time.

3.14.3 Entry into the kitchen is strictly prohibited.

3.15 ENFORCING THE RULES

3.15.1 The trustees hereby reserve the right to take all the necessary steps or actions to enforce any rules or regulations contained in this document at present and in future. These include court actions on rectifying the breach on behalf of the resident and at the cost of the resident; or taking the necessary action on behalf of the resident, which the resident should have taken.

3.15.2 Upon the breach of, or non-compliance with these Rules, the owner of the unit may become liable for a fine imposed in terms of Conduct Rule 3.17 and the FINES SCHEDULE.

3.16 IMPOSITION OF PENALTIES

3.16.1 If the conduct of an owner or an occupier of a unit or his visitors or guests constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner / occupier with a written notice which may in the discretion of the trustees be delivered by hand or by registered post, or if said documents are transmitted by facsimile or electronic mail to a facsimile number or e-mail address specified by the owner for the purposes of receiving documentation. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine, or suspension, or both, in terms of rule 3.15.2, will be imposed on the owner of the unit.

3.16.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting to discuss the matter, fine, or suspension, or both, in terms of rule 3.15.2. A trustee sub-committee consisting of at least two trustees may be appointed to further deal with the matter.

3.16.3 A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 7 (seven) days before the meeting is held. At the meeting, the owner or occupier must be given the opportunity to present his or her case, but only as far as may be permitted by the chairperson. The offender may not participate in the affairs of or voting at the meeting.

3.16.4 After the owner or occupier has been given the opportunity to present his case, the members of the sub-committee appointed by the trustees may by way of a unanimous resolution (100% of the members present at the meeting with a minimum of two sub-committee members), impose an initial penalty, or suspension, or both, for the first offence and a subsequent penalty or suspension for every similar offence thereafter.

3.16.5 Any fine imposed in terms of Rule 3.17.4 may, if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of Section 37(1) of the Sectional Titles Act and claimed by the trustees as part of the monthly instalments payable by the owner.

3.16.6 The trustees may, from time to time, determine the amount of the initial and subsequent penalties and periods of suspension contained in the FINES SCHEDULE, which amounts, and periods should be confirmed at the next general meeting.

3.16.7 Should it be required that the Body Corporate must take legal action against an owner/tenant, the Body Corporate will exercise its legal right to claim "all litigation costs" from the owner of the unit.

3.17 GENERAL

3.17.1 Owners will be responsible for damage of whatsoever nature being caused to the common property, by an owner, lessee, or occupier or any of their visitors, contractors, or employees.

3.17.2 In case of theft or burglary, normal prosecution procedures via the SAPS should be followed. Details of the incident must be given to the Trustee responsible for security as soon as possible.

3.17.3 The use of petrol- or diesel-powered electricity generators are not permitted either in or on any unit nor in nor on any part of the common property, except for the emergency generator for the Clinic.

3.17.4 One spare key of the main entrance and security gate (where applicable) of each unit must be available for use in emergencies. The whereabouts of the keys, together with any contact numbers involved, must be placed on the emergency contact list.

3.17.5 Every resident is required to have a small fire extinguisher in his/her unit. Fire extinguishers should be serviced on a regular basis.

3.17.6 An owner, lessee or occupier will be responsible for adequate supervision of his or her children, or children of their visitors, and shall ensure that no nuisance is caused, or common property damaged. Children who use the lifts must be supervised properly.

3.17.7 Smoking in the lobbies, corridors, lifts, covered passageways, and in the recreation and dining halls is not allowed.

3.18 DISCLAIMER

3.19.1 All persons on the common property or using any of its facilities or services are there, and do so entirely, at their own risk, and no person shall have any claim against the body corporate of whatsoever nature arising

from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.

3.19.2 The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual units nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.

3.19 RELAXATION OF RULES

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent or prevent their enforcement by the trustees at any time.