



BELLE AIRE

Duets

101 Bellairs Drive
Northriding

CONDUCT RULES

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1. INTERPRETATION

In these rules

- 1.1. Clause headings are for convenience and shall not be used in this interpretation;
- 1.2. Words importing:
 - 1.2.1. The singular number only shall include the plural, and the converse shall also apply;
 - 1.2.2. The masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders;
- 1.3. Words and expressions to which a meaning has been assigned in the Act, shall bear the meaning so assigned to them;
- 1.4. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
 - 1.4.1. "Act" - means the Sectional Title Schemes Management Act No 8 of 2011 as amended from time to time, and any regulations made and in force thereunder;
 - 1.4.2. "Board of Trustees" - Belle Aire Duets (an Association incorporated under Section 35(2)(b) of the Sectional Titles Act No. 95 of 1986) in respect of the scheme, and referred to in section 2(1) of the Sectional Title Schemes Management Act No 8 Of 2011;
 - 1.4.3. "Trustees" - The Board of Trustees of Belle Aire Duets;
 - 1.4.4. "section" - means the unit registered;
 - 1.4.5. "exclusive use area" - means that part of the common property that can only be used by a specific owner or group of owners;
 - 1.4.6. "common property" - means those areas not forming part of the section/s;
 - 1.4.7. "owners" - means the registered owners of the unit(s), and who are responsible for their families, occupiers, tenants, guests, etc., that may be in the complex at any time;
 - 1.4.8. "managing agent" - means the managing agent as appointed by the Trustees from time to time to administer the affairs of the Trustees;
 - 1.4.9. "complex" - means the buildings known as Belle Aire Duets as well as the common property;
 - 1.4.10. "occupier" - means the person occupying and residing any unit;
 - 1.4.11. "resident" - means the person occupying and residing any unit;
 - 1.4.12. "tenant" - a person or occupier who occupies a property rented from an owner;
 - 1.4.13. "guest" - any person or visitor who is invited to visit someone's home or attend a particular social occasion;
 - 1.4.14. "these rules" - means Belle Aire Conduct Rules;

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- 1.5. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the rules;
- 1.6. When any number of days is prescribed in these rules same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2. INTRODUCTION

- 2.1. The rules set out below are binding on all owners and all persons occupying any portion who, in turn, are responsible for ensuring that members of their families and their tenants, occupiers, guests and staff comply therewith;
- 2.2. Happy and satisfied occupation is achieved when owners and occupiers use and enjoy their portions and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the rules and general consideration by owners and occupiers for each person lawfully on the property will greatly assist in achieving a happy community;
- 2.3. In the event of annoyance, aggravation or complaints occurring between owners and occupants, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties, then they should be brought to the notice of the board in writing. The board may require that a complaint be submitted to them in the form of an affidavit before they consider it.



3. COMPLEX APPEARANCE AND AESTHETIC DESIGN RULES

- 3.1. The design and construction of all new buildings, extensions and alterations, must be approved by the Trustees prior to any work being commenced. Plans must be submitted to the Trustees and will be judged against the established architectural guidelines and aesthetic code. In addition, the approval of any and all building plans as required by the local authority must also be obtained before any work may commence;
- 3.2. An owner or occupier of a section shall not; place, or allow to be placed, or do anything, or allow anything to be done, on any part of the common property, including balconies, patios, and gardens, that which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from outside the section or from the common property;
- 3.3. Should, in the opinion of the members of the Trustees, a property be deemed not to be in keeping with the other sections within the complex, they have the right to insist that the owner undertakes the required repairs to rectify the situation.

3.4. Attachments to Sections

- 3.4.1. Nothing may be placed on or attached to a section or any other structures that will, in the opinion of the Trustees, generally detract from the aesthetics of the estate;
- 3.4.2. This item applies to the likes of external air conditioning units, awnings, satellite dishes, aerials,, etc. even when not directly attached to the building;

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3.4.3. Prior approval by the Trustees must be obtained.



3.5. Burglar Guards & Security Gates

3.5.1. No owner or occupier shall install any security or burglar bars on the exterior of the section;

3.5.2. Replacement or installation of any security gate to the front door of a section must be strictly in accordance with the guidelines of the association in respect of style, type and position;

3.6. Internal Additions, Alterations or Maintenance

- 3.6.1 Residents should advise the Trustees in writing of any internal additions or alterations that they intend to undertake. Such notification should include details as to the nature of the work to be undertaken and the anticipated duration of the project.
- 3.6.2 In the event of any internal walls being demolished, or structural alterations being made, building plans by a registered architect or structural engineer must be submitted to the Trustees, accompanied by a statement that the removal of such walls, or such alterations shall not compromise the structural integrity of the building.
- 3.6.3 Having regard to the nature of the repairs or alterations to be undertaken, and the possibility of damage to the common property, the Trustees may require the owner to deposit a sum of money with the managing agent, as a "building deposit". This shall serve as security in the event of damage being caused to an adjacent unit or to the common property. The Trustees shall allocate funds from such deposits to repair any damage which may have been caused to the common property by the owners' building operations. Should a deposit become insufficient, the Trustees shall require a further deposit. When the building works have been completed, the deposit, less deductions, if any, shall be returned to the owner. The rights of the Body Corporate in terms of this clause shall not derogate from any other legal rights which the Body Corporate may have against affected owners.
- 3.6.4 Steps should be taken to prevent damage to the common property or adjoining sections and should any damage to neighbouring sections or to the common property occur, such damage must be repaired at the cost of the owner immediately and, failing this, the Trustees may require that all building operations cease until they are satisfied that the damage has been repaired at the sole cost of the owner concerned. It shall be the owner's responsibility to note any damage existing before commencing operations and for which he accordingly shall not be responsible.
- 3.6.5 All work, but particularly plumbing and electrical work, shall only be undertaken by suitably qualified and where applicable, licensed or registered workmen and contractors. When refurbishing bathrooms and kitchens, it is advisable to renew the plumbing before retiling the walls and floors. Also have the electrical wiring and switchgear checked, particularly the earth leakage safety switch.
- 3.6.6 Every effort must be made to keep the noise levels as a result of building alterations low, in order to prevent disturbance to other residents.
- 3.6.7 Building alterations may only be affected between 08h00 to 17h00 Mondays to Fridays. Building alterations may not take place on Saturdays, Sundays, or Public Holidays.
- 3.6.8 Building rubble must be removed from the common property on a daily basis.

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4. USE AND OCCUPATION OF A SECTION



4.1. Use of a Section

- 4.1.1. A UNIT MAY ONLY BE USED FOR RESIDENTIAL PURPOSES (NO BUSINESS OPERATIONS WHICH NECESSITATE CLIENTS VISITING THE UNIT OR ACCESSING THE COMPLEX IS ALLOWED);
- 4.1.2. Other uses, even if of very short duration and whether of commercial, sporting, social, religious, political or any other nature, will be permitted only with the prior written consent of the Trustees. Such consent is unlikely to be given should the use in question involve persons not resident to the complex. Such consent will be refused if the Trustees in its sole discretion is of the opinion that such use may affect the security of the complex or cause nuisance or irritation to others. The Trustees is entitled to grant its consent conditionally and to summarily withdraw the same;
- 4.1.3. No activity or hobby, which may cause aggravation, nuisance to fellow occupants or disturb the surrounding wildlife and conservation area may be conducted including but not limited to jumble/garage sales, music band practices, unauthorised fundraisers etc.;

4.2. Occupation

- 4.2.1. No section may be occupied without first obtaining the written authorisation to do so by the Trustees and receiving the Local Authority's Occupation Certificate;
- 4.2.2. The maximum number of persons allowed to reside at one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two (2);
- 4.2.3. Other rooms such as the lounge, loft, dining room or kitchen are not considered to be legitimate bedrooms;

4.3. Insurance

- 4.3.1. **Cover for Buildings - Sectional Title and Common Property**
The insurance cover for each section as prescribed in terms of the sectional title act (as amended) from the median line outwards, is the responsibility of the Trustees and forms part of the monthly levy account;
- 4.3.2. **Cover for Contents and Motor Vehicles**
Insurance cover in respect of household content and motor vehicles are the responsibility of the owner, occupant, tenant or guest;
- 4.3.3. **Extras to Insurance**
An owner shall not do or permit to be done in his/her unit or on the common property anything that will or may increase the insurance premiums payable by the Trustees on any insurance policy except with the prior written approval of the Trustees. When granting such approval, the Trustees may prescribe any reasonable condition. The Trustees may withdraw such approval in the event of any breach of any condition prescribed when granting approval. The additional premium to cover any items granted hereunder shall be for the owner's account;
- 4.3.4. It is the section owner's responsibility to take all reasonable precautions to prevent loss, damage and/or destruction to his section and the common property.

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4.4. Drying of Washing

- 4.4.1. No garments, household linen or general washing of any nature may be hung out on patios, in gardens or placed anywhere to dry except on the washing lines provided in the common areas;
- 4.4.2. Items of washing must not be visible to the general public and must be reasonably screened from the direct view of neighbours;
- 4.4.3. No washing lines may be erected outside of a unit unless written permission has been obtained from the Trustees;
- 4.4.4. Any owner/occupier/resident/guest is strictly prohibited from hanging any laundry, carpets or the like from front balcony railings and garden walls;
- 4.4.5. It is the responsibility of the owner/occupier or resident to ensure that all washing is removed from the communal washing lines timeously once dry, to afford other residents the opportunity to make use of such.

4.5. Storage of Gas Bottles/Harmful Substances

- 4.5.1. No harmful or inflammable substances may be kept on the complex. (This rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic purposes);
- 4.5.2. Gas bottles (Liquid Petroleum Gas containers), not exceeding 9Kg, must be installed and stored in such a manner that they comply with the rules and regulations as laid out in the South African National Standards (SANS) 10087-1 and Regulation 17(3) of the Occupational Health and Safety Act 1993 in respect of the 'Pressure Equipment Regulations' (PER) as published in Government Gazette 32395 Notice No. R.734;
- 4.5.3. In terms of the aforesaid, it is the responsibility of the owner of a section to arrange for an authorized person or an approved inspection authority to provide a Certificate of Conformity (CoC) to the Trustees as well as the Managing Agent for all permanent Liquid Petroleum Gas (LPG) installations upon;
 - 4.5.3.1. Completion of a new gas installation;
 - 4.5.3.2. Modification, alteration or maintenance of an existing gas installation; and
 - 4.5.3.3. Change of user or ownership of a section housing an existing gas installation.
- 4.5.4. The authorised person must be registered with The Liquid Petroleum Gas Safety Association of South Africa.

4.6. Curtains, Blinds and Linings

- 4.6.1. Curtains, blinds or any other fitment on windows directly visible from the outside of a unit must be of appearance harmonious to the general complex and acceptable to the Trustees.

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4.7. Playhouses/Jungle Gyms

- 4.7.1. Free standing children's play houses (wendy houses), included but not limited to, or jungle gyms/slides/swings, etc. in gardens all require written permission from the Trustees prior to installation and such items shall only be allowed, provided they are in line with the style and aesthetics of the complex and that they will have no detrimental effects on neighbours. Upon applying for the written consent in respect of such installation, the Trustees may issue such directives, requirements and or other guidelines as they may see fit.



5. UPKEEP AND MAINTENANCE OF GARDENS

- 5.1. It remains the responsibility of each owner or occupier to keep the gardens and exclusive use area neat and tidy;
- 5.2. No plant or flower may be picked from nor any damage caused to the garden areas on the common property and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way without the prior written consent of the Trustees;
- 5.3. The Trustees will be responsible for the mowing of lawned areas and the trimming of edges of the common property in the entertainment area;
- 5.4. The gardens in front of ground floor units are considered exclusive use areas for their respective section;
- 5.5. Owners, occupiers and residents are responsible for the maintenance of the gardens in front of their section (ground floor units only). Mowing of lawned areas, raking of leaves and trimming back of trees in ground floor unit exclusive use areas is subject to payment of the garden service levy;
- 5.6. Each owner/occupier/resident will allow access to the garden service to mow the lawn of each section as per the service schedule which is held by the Managing Agent;
- 5.7. Planting of any plants, trees or bushes on the common property is not permitted without the written authorisation of the Trustees;
- 5.8. Noxious and/or alien plants are not permitted to be grown within the confines of the complex;
- 5.9. The Trustees may grant permission for the display of pot plants, but this must be applied for in writing;
- 5.10. Each owner or occupier is responsible for the upkeep of approved plants;
- 5.11. No receptacle may be left outside that can collect water and therefore assist in the breeding of mosquitoes or other insects;
- 5.12. Garden refuse generated privately by an owner/occupier/resident must be removed from the common property at the owner/occupier/resident's own cost. No garden refuse may be stored or dumped on the common property or on the roadside;
- 5.13. Garden refuse may not be burnt/incinerated within the confines of the complex;
- 5.14. The watering of the garden within exclusive areas must be undertaken by each occupier/resident of that Section with the condition that such watering will be done in a sensible manner and that water will not be wasted;
- 5.15. Balconies and patios may not be used as storage areas; and

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- 5.16. No household cleaning equipment such as mops, brooms and/or empty boxes may be left on balconies, patios or on common property.



6. THE RIGHT TO KEEP AND THE CONTROL OF PETS

- 6.1. An owner or occupier of a Section shall not, without the written consent of the Trustees, of which approval may not unreasonably be withheld, keep any animal in a section or on the common property (refer to Appendix A);
- 6.2. Local Authority by-laws relating to pets must be complied with at all times;
- 6.3. When granting their consent in terms of sub-rule (1) above, the Trustees may prescribe any reasonable conditions. The Trustees may from time-to-time prescribe further reasonable conditions pertaining to the keeping of pets provided that they should do so in writing in their directives;
- 6.4. The following requirements shall be regarded as conditions imposed by the Trustees under sub-rule (3), without detracting from the Trustee's discretion to impose further conditions:
- 6.4.1. No more than two (2) dogs or cats with a standing height of no more than 50 centimetres, which height shall be measured from the floor to the highest point on the relevant animal's back, shall be kept at one time without the prior written consent of the Trustees;
- 6.4.2. Pet birds suitably caged may be kept;
- 6.4.3. No exotic pets will be permitted, for example, but not limited to monkeys, pigs etc. Any pets other than dogs, cats and pet birds will require the owner to confirm, in writing, that the relevant animal is not classified as "exotic";
- 6.4.4. Application for dogs in upstairs units will only be considered on a case-by-case basis;
- 6.4.5. Dogs shall only be allowed on the common property if controlled on a leash by a responsible and competent person;
- 6.4.6. Owners, occupiers and residents must remove their dog's and cat's excrement from the common property and exclusive use areas and suitably discard it, failing which the Trustees may affect such removal at the cost of the applicable dog owner, and/or impose a fine;
- 6.4.7. Owners and occupiers shall ensure that their pets do not cause a noise, nuisance or disturbance to other owners or occupiers;
- 6.4.8. All female pets must be spayed and male pets must be neutered;
- 6.4.9. Each pet (dogs and/ or cats) must at all times wear a collar with a name tag indicating the owner's name and telephone number; and
- 6.4.10. Pets found running loose for prolonged periods of time without a name tag will be handed over to the SPCA and any costs incurred will be for the owner's account.
- 6.5. The Trustees may withdraw their approval in the event of breach of any condition upon which the owner or occupier must remove the relevant pet, bird or reptile from the section and the common property; and
- 6.6. Guests are not allowed to bring any animal onto the premises, to the section or onto the common property without the prior written consent of the Trustees.

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7. SECURITY



7.1. General Security Procedures

- 7.1.1. All security procedures in force from time-to-time shall be strictly adhered to at all times by all persons inside the complex.
- 7.1.2. Owners and occupiers must ensure that the security and safety of all owners and occupiers and their property are preserved at all times, and in particular must:
 - 7.1.2.1. Ensure that upon entering or leaving, all security doors and gates are properly closed;
 - 7.1.2.2. Ensure that security doors and gates are never opened for persons other than their known guests or those known by them to occupy a section or be employed by the Trustees; and
 - 7.1.2.3. Report immediately to Security any suspicious or unlawful occurrence upon becoming aware thereof.
- 7.1.3. It is specifically recorded that neither the Trustees, Trustees, nor Managing Agent or employee of the Trustees will incur any liability for a breach of security or any loss as result thereof;
- 7.1.4. The Trustees may from time-to-time issue directives for the proper compliance with these rules.

7.2. Registration and Access Control

- 7.2.1. Every owner, occupant and resident requiring individual access to the complex must apply for registration with the Trustees;
- 7.2.2. Such application must be accompanied by the individual's proof of identification (identity document or passport);
- 7.2.3. Access registration may be requested for juveniles or other family members but shall be subject to approval of the Trustees;
- 7.2.4. Each owner, occupant and resident having access to the complex shall be responsible for its proper use.

7.3. Employees

- 7.3.1. Once a domestic employee has been employed at a resident in the body corporate, the complex, the owner or occupier shall register the domestic worker on the security system of the body corporate.
- 7.3.2. Such application shall be accompanied by each employee's identity document, alternatively passport and South African work permit;
- 7.3.3. Registrations of such workers shall be subject to clearance by the Trustees; and
- 7.3.4. No casual workers are permitted within the confines of the common property, exclusive use areas, or within individual sections.

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7.4. Guests, Services and Deliveries

- 7.4.1. Owners and occupiers must notify Security in advance (either by telephoning the security gatehouse or by visiting the gatehouse) of the names and expected times of arrival of guests, repair services, deliveries and the like;
- 7.4.2. Should a guest arrive unannounced at the gate, the guard is under instruction to telephone the owner or occupier being visited, on the telephone number as registered on the intercom system, in order to seek permission to allow the guest access to the complex;
- 7.4.3. Should the owner or occupier be unavailable, the guest will not be allowed entry as it will be a security breach.

7.5. Residential Guests

- 7.5.1. Where owners or occupants have guests legitimately staying with them for a short period of time not exceeding twenty-one (21) days, a temporary personal access for such guests is required, the responsible owner or occupant shall make special, written application to the Trustees or Managing Agent for limited period access;
- 7.5.2. Owners or occupiers having guests residing with them for periods longer than twenty-one (21) days and requiring access, shall apply to the Trustees for registration as full-time residents.

7.6. Late Night Exiting

- 7.6.1. Owners, occupiers, and or guests or any other persons exiting the complex after 22h00, or in the early hours of the morning, may be required to undergo a security check at the gate confirming that everything is in order.

7.7. Residents Responsibility

- 7.7.1. Owners and occupiers shall be responsible for the behaviour and the compliance with all the rules and security requirements of the complex by all their guests, family members and tenants who gain access to the complex under their authority. Default by any such persons shall be construed as a default by the responsible owner and occupier.

7.8. Guarding Service and Respect for Guards

- 7.8.1. Any dissatisfaction with, or complaint against, any guard or security service must be put to the Trustees or the Managing Agent within twenty-four (24) hours of such event or occurrence taking place;
- 7.8.2. The guards in the complex perform specific tasks subject to strict guidelines. Abuse of guards by owners, occupiers, guests in any manner whatsoever will not be tolerated and is strictly prohibited.



8. MONTHLY PAYMENTS OF LEVY AND ELECTRICITY

- 8.1. It is compulsory that each household pays the monthly levy, as set by the Board of Trustees once the annual budget has been produced and approved, in advance by the seventh working day of the month. The levy contribution may not be withheld for any reason whatsoever, and the Trustees have the right to take legal action against an owner who does not pay;
- 8.2. Where in the case of a levy payment not being honoured, for whatever reason, and an owner becomes in arrears at the seventh (7th) of the month, the owner concerned shall pay interest at the maximum permitted rate and such interest will be applied on the full amount overdue, from the first of the month up until the date of payment;
- 8.3. Owners who remain in arrears for a period of twenty-one (21) days from the due date, i.e. the twenty-eighth (28th) day of each month may have the arrears amount handed over for collection and legal action which amount shall be included. Any costs incurred by these proceedings and all additional interest up to the date of final settlement. The member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by member, incurred by the body corporate.
- 8.4. The Trustees have the right to approach the CSOS for relief if a member is in arrears.
- 8.5. In the event of suspension or cancellation of access due to default in respect of levies, the owner will be required to fill in the guest's entry form to gain access;
- 8.6. All debts [of whatsoever nature including but not limited to interest, fines, collection fees and charges payable in terms of these Rules] due by an owner to the Trustees, shall be included in the levy account and deemed to be part of the levy due by the owner and subject to the Rules applicable to levies. Levy amounts may not be reduced against real or perceived, partial or non-provision of services nor for any other reason unless previously discussed with and sanctioned by the Trustees in writing.

9. DOMESTIC STAFF

- 9.1. An owner or occupier of a section shall, at all times —
 - 9.1.1. ensure that all domestic staff are registered with the Trustees as outlined in Paragraph 7.3;
 - 9.1.2. be responsible for the activities and conduct of their domestic staff and shall ensure that they understand and that they do not breach any rules, national legislation or local authority by-laws;
 - 9.1.3. ensure that their staff do not loiter on the common property;
 - 9.1.4. ensure that their staff do not cause any undue noise within their sections or on the common property;
 - 9.1.5. ensure that motor vehicles of their staff are not parked overnight on any portion of the common property;
 - 9.1.6. upon termination of services of any employee, for whatever reasons, immediately notify Security and the Trustees/Managing Agent so that de-registration may be affected and so that the employee's identity card may be returned and invalidated.
- 9.2. Employees employed by the residents are permitted to reside on the property. The resident is required to however comply with the occupancy limits on number of persons per bedroom.

10. GUESTS

- 10.1. An owner, occupier or tenant of a section shall, at all times —
- 10.1.1. Be responsible for the activities and conduct of his/her guests and shall ensure that they understand and that they do not breach any rules, national legislation or local authority by-laws;
 - 10.1.2. Ensure that his/her guests do not loiter on the common property;
 - 10.1.3. Ensure that his/her guests do not cause undue noise within their sections or on the common property or elsewhere through inviting excessive numbers of guests, carrying on of illegal activities and the invitation onto the premises of persons not permitted onto the premises by law;
 - 10.1.4. Ensure that the motor vehicles of his/her guests are not parked on any portion of the common property other than those clearly marked as visitors parking bays;
 - 10.1.5. Ensure the motor vehicles of his/her guests are parked within the marked areas without causing obstruction or inconvenience for others.
- 10.2. Owners who lease their Section/s are obliged to supply the Trustees with the names and contact details of the tenants and the residents of their Section, and must accordingly complete and return the Tenant Information Form annexed to these rules as Annexure C;
- 10.3. Owners must ensure the Tenant Information Form is always kept up-to-date;
- 10.4. Tenants do not have any legal standing at a meeting of the Trustees of Belle Aire Duets unless they are in possession of a bona fide proxy signed by the owner;
- 10.5. Ultimate responsibility for the conduct of Tenants within a Section lies with the Owner of that Section;
- 10.6. Any fines issued against the Tenant of a Section for transgression of the Conduct Rules will be levied against the owners and charged to their levy statement.

11. CHILDREN

- 11.1. Parents and their agents/child carers are responsible for children's behaviour in both each section and on the common property/exclusive use areas;
- 11.2. Children may not be allowed to play on the driveway in front of the main entrance gate;
- 11.3. Toys, bicycles and the like may not be left where they will interfere with traffic or where they may cause a hazardous situation;
- 11.4. Each parent and child carer is responsible to ensure that all toys, bicycles and the like are returned to their respective sections after children have finished using them, or said items will be removed by Security/Trustees and owners;
- 11.5. Each parent and child carer is to ensure that the playing of any ball games is done so under supervision;



- 11.6. All rules pertaining to the etiquette of community life must be upheld in the controlling of children, both living in or visiting the complex;
- 11.7. Owners/occupiers/residents must properly supervise their children, their children's friends and children of their guests so that no provision of these rules is infringed by such children and that no damage or nuisance is caused to any owner/occupier, to the property of any owner/occupier or to the common property;
- 11.8. In particular, and without affecting the generality of these rules, children will not damage, deface or interfere with the plants, decorations, signs, name plates, fire hydrants, exterior lighting, main gate and its motor, electrical fences and will not enter an unoccupied section or climb onto any roof or any walls surrounding the complex or each section; and
- 11.9. Owners/occupiers will be held liable for any damage caused by their children, their children's friends, and the children of their guests. In particular, drawing or painting on or defacing of walls or driveways will not be tolerated. The walls will be cleaned, and the amount will be added to the owner's levy;



12. USE OF THE COMMON PROPERTY AND ENTERTAINMENT FACILITIES (SWIMMING POOL AND LAPA AREA)

- 12.1. The entertainment area and common property is for the use of owners and occupiers and their bona fide guests only;
- 12.2. An owner or occupier or his/her guests shall use and enjoy the common property, the entertainment facility, and the swimming pool in such a manner so as not to unreasonably interfere with the use and enjoyment thereof by other owners or occupiers;
- 12.3. Consideration must be given to those living in close proximity to the entertainment area, and undue noise is not permitted;
- 12.4. Owners and occupiers shall not leave obstructions to the vehicular or pedestrian traffic on the common property;
- 12.5. The swimming pool is used at the sole risk of the user;
- 12.6. The swimming pool shall exclusively be for the use of owners and occupiers and may only be used by guests, if accompanied by the owner or occupier, subject to the reasonable conditions imposed from time-to-time by the Trustees;
- 12.7. The swimming pool may not be used by children under the age of 16 years unless accompanied by an adult;
- 12.8. The entertainment area and swimming pool may be used from:
- 12.8.1. 07h00 until 22h00 Mondays to Thursdays
 - 12.8.2. 07h00 until 24h00 Fridays, Saturdays and Public Holidays.
 - 12.8.3. 07h00 until 21h00 on Sundays

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- 12.9. The access gate to the swimming pool area must be locked at all times. Access to the swimming pool area may only be obtained via the fingerprint activated access gate;
- 12.10. Owners/occupiers or guests may not prop open the access gate at any time. A fine will be issued against the owner/occupiers for transgression of the Conduct Rules and will be levied against the owners and charged to their Levy Statement (refer to Clause 22).
- 12.11. Only family-friendly swimwear and attire may be worn in the pool area. Swimming or sunbathing in the nude, semi-nude is not allowed;
- 12.12. The use of glass and/or glass containers in the swimming pool is strictly prohibited;
- 12.13. Litter and refuse (including cigarette butts) must be deposited in the containers provided for this purpose;
- 12.14. The swimming pool area and braai facilities must be left in a clean and neat condition after use. No towels, toys, furniture, braai equipment, braai wood, ash or litter may be left in the area after use thereof;
- 12.15. No unauthorised person is allowed to tamper with, change or set the pool pump, Kreepy Krauly or other pool cleaner or pool equipment;
- 12.16. Animals are not permitted in the entertainment area, under any circumstances;
- 12.17. Hire of the lapa area is available at the discretion of the Trustees and subject to acceptance of the Lapa Hire Conduct Rules (refer to Appendix B). The hiring of the entertainment area only includes the lapa area. 72 hours' notice will be required for booking of the lapa area;
- 12.18. Costs relating to damages/losses incurred as a direct result of the use of the lapa and swimming pool area, will be levied against the owners/occupiers/residents;
- 12.19. A notice to all units needs to be handed out at least 72 hours prior to a function at the pool area, to inform all residents that the area has been booked for a certain date, the time and a contact number for the person responsible for the booking;
- 12.20. Domestic staff are not permitted to use the entertainment area and may only enter if supervising a minor child;
- 12.21. No person suffering from an infectious disease or having an open wound or wounds may use the swimming pool;
- 12.22. Soft pool toys such as lilos and inflatables, but not limited thereto, are allowed in the swimming pool, but only to the extent that their use and size do not cause a nuisance or prevent other residents from enjoying the use of the pool;
- 12.23. The use of waterslides, jumping castles or extra-large inflatable structures, buildings and similar items in the pool area or any common property is prohibited;
- 12.24. The Trustees may request any person who fails to adhere to these rules to immediately leave the area and facilities;



13. MOTOR VEHICLES, MOTORCYCLES, GARAGES, USE OF DRIVEWAYS AND PARKING AREAS

- 13.1. Owners/occupiers of sections shall observe and ensure that their guests

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- 13.1.1. Observe any road signs on the common property;
- 13.1.2. Do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Trustees not to be in the interests of safety;
- 13.1.3. Are not driving a vehicle in a manner that causes a noise nuisance, including loud music.
- 13.1.4. Do not allow any unlicensed person to drive any vehicle within the common property;
- 13.1.5. Observe the speed limit of 15kms per hour at all times;
- 13.1.6. Do not rev the engines of their vehicles unnecessarily or spin the wheels on pull off;
- 13.2. Hooters shall not be sounded within the common property other than in emergencies. Hooting at the gate is strictly forbidden under any circumstance;
- 13.3. Owners and occupiers of sections may only park in such area as are specifically demarcated;
- 13.4. Damaged vehicles and vehicles that are not in general use may not be parked on the common property, other than for short periods as may be approved by the Trustees, and then only with prior written consent;
- 13.5. No person may dismantle or affect major repairs to any vehicle on any portion of the common property;
- 13.6. The Trustees may wheel-clamp a vehicle at the risk and expense of the owners/occupiers/residents/guests, or any person of the vehicle, any vehicle marked, standing or abandoned on the common property in contravention of these rules;
- 13.7. Parking of vehicles upon the common property is subject to the express condition, that every vehicle is parked at the owner's/occupier's/guest's risk and responsibility and that no liability shall attach to the Trustees or its Agents or any of their employees for any loss or damage of whatever nature which the owners/occupiers/residents/guests, or any person claiming through or under him/her, may suffer in consequence of his/her vehicle having been parked on the common property;
- 13.8. Any owner/occupier/resident/guest, or any person shall be obliged to use the controlled access to the common property in a manner which will not prejudice the safety or security of other owners or occupiers and the flow of traffic to and from the common property;
- 13.9. Any owner, occupier, resident and guest, or any person causing damage to the guardhouse, and or the security gate or its mechanism shall be obliged to repair such damage at his/her cost;
- 13.10. Any owner, occupier or resident who misplaces or destroys his/her access control unit shall be liable for the replacement cost thereof;
- 13.11. Bicycles, motorcycles, tricycles, roller skates, skateboards etc. may not be left on any portion of the common property;
- 13.12. Motorcycles that are not properly silenced or are unnecessarily noisy are not permitted to be driven on the common property;
- 13.13. Fire Hoses may be not used for the washing of vehicles or any purpose other than their intended use;
- 13.14. Vehicles exceeding four tons will be not be permitted to enter the complex;

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- 13.15. Garages may only be rented to owners or occupiers of Belle Aire Duets. Garages may not be rented to any persons who do not reside in the complex;
- 13.16. Owners, occupiers, residents and guests must upon entering or leaving the complex shall limit the level of noise to a minimum which causes a nuisance to other owners and occupiers;
- 13.17. Car radios and mobile hands-free functions are not to be used in a manner, which will cause a noise disturbance when the car is stationary or driven within the confines of the common property;
- 13.18. Owners, occupiers, residents and guests ensure that any triggered car alarm, must be attended to as soon as possible.

14. REFUSE

14.1. An owner or occupier of a section shall —

- 14.1.1. ensure that their refuse is placed in municipally approved plastic bags which are to be securely tied;
- 14.1.2. ensure that their refuse bags are not placed on any portion of the common property, other than in the bins located between units or in bins in the designated refuse area at the main gate;
- 14.1.3. not place refuse bags on top of the bins when the bins are full but take the refuse bag to the refuse area located at the main gate;
- 14.1.4. place refuse bags neatly in the refuse area so they do not become damaged;
- 14.1.5. not throw their refuse bags over the wall into the refuse area;
- 14.1.6. not leave their refuse bags outside the refuse area in front of the gate;
- 14.1.7. ensure that the refuse area gate is closed and locked before leaving;
- 14.1.8. Bulk refuse or where refuse is of such a size or nature that it cannot be removed by the normal service, the owner/occupier shall make special arrangements with the local authority or a private contractor and all costs thereof shall be for the owner's/occupier's account;
- 14.1.9. No furniture may be left anywhere on the common property;
- 14.1.10. All boxes and packing materials must be flattened and must be placed in the allocated bins. If the flattened boxes and packing materials do not fit in the bins, then the owner or occupier must take the flattened box and packing materials to the refuse area at the main gate and place these in the supplied bins; and
- 14.1.11. Owners and occupiers must at all times comply and adhere to the Municipality of Randburg (or its successor in title) regulations regarding refuse.



15. NOISE AND NUISANCE

15.1. An owner or occupier shall not use his/her section or exclusive use area or permit it to be used in such a manner or for such purpose that shall cause a nuisance to any other owner or occupier or an invasion of his/her or their privacy;

15.2. Owners and occupiers shall maintain quietness in their sections and on the common property, particularly between:

- 15.2.1. 22h00 and 07h00 Mondays to Thursdays;
- 15.2.2. 24h00 and 09h00 Fridays and Saturdays;
- 15.2.3. 21h00 and 09h00 on Sundays and Public Holidays; and
- 15.2.4. at all other times shall limit noise to a minimum;

15.3. All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of the Trustees;

15.4. No hobbies or other activities may be conducted on the common property which causes a nuisance to other owners and occupiers, including remotely controlled drones, with or without photographic equipment.

15.5. No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a section or on the common property;

15.6. No firearms, air guns or pellet guns may be discharged in a section or on the common property, except in self-defence and related purposes;

15.7. No hawkers, beggars or people looking for work may be allowed on the common property;

15.8. In the event of a noise or nuisance being caused in a section or on the common property, the Trustees may:

- 15.8.1. call on the owner or occupier to remedy the situation, and/or
- 15.8.2. call on Security to deactivate the occupier's security access device, provided that alternative access by the occupier must be possible and/or;
- 15.8.3. impose a penalty on the owner of the section in terms of Conduct Rule 22/ and/or
- 15.8.4. if they consider it necessary in the circumstances, request the owner or occupier to terminate the lease agreement and to evict the occupier, and/or
- 15.8.5. pursue any other appropriate legal remedy.



16. ERADICATION OF PESTS

16.1. An Owner shall keep his section free of cockroaches, rodents, and/ or other potential disease carrying animals and insects as well as white ants, borer and other wood destroying insects.

16.2. An Owner shall permit the Trustees and their duly authorized Agents or Employees to enter his section from time to time for the purpose of inspecting the Section and taking such action as may be reasonably necessary to eradicate any such pests.

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16.3. The costs of said inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such Section, which may be damaged by any such pests, shall be borne by the Owner of the Section concerned.

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17. PROCEDURE FOR LODGING COMPLAINTS

17.1. Should an owner or occupier be disturbed by another owner or occupier or the guests of an owner or occupier, which disturbance and/or nuisance is deemed as unreasonable and/or continuous, the aggrieved owner or occupier must contact Security, to enable them to:

- 17.1.1. record the incident;
- 17.1.2. take the necessary action to ensure that the offending party immediately desists with the identified disturbance;
- 17.1.3. contact the owner of the section whose occupier is creating a disturbance or nuisance; and
- 17.1.4. provide the Trustees with a report.

17.2. In the event of a disturbance or nuisance, an owner or occupier may also:

- 17.2.1. contact the police for assistance; and
- 17.2.2. contact the owner of the apartment he/she is residing in.

18. DISCLAIMER

18.1. All persons shall enter the common property and the buildings, at their own risk and shall make use of the common property and facilities at their own risk. No person shall have any claim against the Trustees of whatsoever nature arising from such use, or for anything which may befall a person during the course of such use, whether caused by human or animal agency, natural phenomena or other occurrence. The Trustees shall not be liable for any injury, loss or damage of any description which any person may sustain, physically or to his/her property, directly or indirectly, when present in a section or on any portion of the common property or when using any of the facilities of the Trustees.

19. COMPENSATION FOR DAMAGES

19.1. If an owner/residents/occupier or any guest there causes any damage to the common property, the owner shall be liable to the Trustees for the damage caused and for the costs of repairs.

20. WRITTEN NOTICES

20.1. A written notice in terms of these Rules must be in such format as the Trustees may from time-to-time prescribe.

20.2. A written notice will be regarded as having been properly delivered, if:

- 20.2.1. delivered to the owner or occupier by hand, in which event it shall be regarded as having been received on the date of delivery, or
- 20.2.2. delivered by registered post to the owner or occupier to his/her domicilium citandi et executandi, in which event it shall be regarded as having been received on the fourth day after the date of posting, or
- 20.2.3. delivered by fax or e-mail to the owner or occupier, in which event it shall be regarded as having been received on the date of transmittal.



21. CONTRAVENTION OF THESE RULES, THE MANAGEMENT RULES OR THE ACT

21.1. If an owner or occupier or the guests of an owner or occupier contravene/s these Rules, the Management Rules or the Act, the Trustees shall be entitled, without prejudice to the other rights or remedies which the Trustees may have in law, or in terms of the Act, any other act, the Management Rules or these Rules, including to claim compensation for damages, to:

- 21.1.1. enter the section, exclusive use area and/or the common property to take such action as may be reasonably required to remedy the contravention and hold the owner of the section liable for the costs incurred in this regard; and/or
- 21.1.2. bring a court application for a suitable order; and/or
- 21.1.3. institute arbitration proceedings; and/or
- 21.1.4. apply to the applicable Ombud for a suitable order, as soon as the Ombud Service is in operation; and/or
- 21.1.5. institute mediation proceedings or expert intervention; and/or
- 21.1.6. impose a penalty on the owner of the section in terms of Conduct Rule 22.

21.2. Aforesaid provisions may, where applicable, also be applied to occupiers of sections.

22. IMPOSITION OF PENALTIES

22.1. If the conduct of an owner or occupier or the guests of an owner or occupier constitutes a nuisance in the opinion of the Trustees, or a contravention of a provision of the Act, the Management Rules or these Rules, the Trustees may, without prejudice of the other rights or remedies available in terms of these Rules:

- 22.1.1. By written notice inform the owner or occupier of the section of the nuisance or contravention and warn the owner that if he/she, or the occupier fail/s to remedy the contravention and/or if he/she or they persist/s in such conduct or contravention, a penalty will be imposed on the owner or occupier of the section; and

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- 22.1.2. If notwithstanding the seven days' written notice given by the Trustees in terms of sub-rule (1.1), the owner or the occupier of the section fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the owner of the section, which notice shall state the reasons for the imposition of the penalty; or
- 22.1.3. Summarily and without warning, by written notice impose a penalty on the owner, which notice shall state the reasons for the imposition of the penalty.
- 22.2. The penalty imposed under sub-rule (1.2) or (1.3) above, shall become due on the date of the written notice and must be paid within 30 days of the date of the written notice. Should the penalty remain unpaid it will be added to the owner's levy statement and may be recovered from the owner of the section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- 22.3. The Trustees shall from time-to-time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions, and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the Trustees at a general meeting.
- 22.4. A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 22.5. An owner may within 30 days of the date of the written notice in terms of sub-rule (1.2) or (1.3), submit an objection, with a motivation, against the penalty imposed, to the Trustees.
- 22.6. Upon receipt of the objection, the Trustees may:
- 22.6.1. Withdraw or reduce the penalty; or
 - 22.6.2. Schedule a Trustees meeting (hearing) for the purpose of considering the objection and invite the owner or occupier to attend the meeting, and/or to be represented at the meeting.
- 22.7. At the Trustees meeting (hearing) referred to in sub-rule (6.1) above, the owner or occupier and/or his/'her representative shall have the right to:
- 22.7.1. Present his/her case;
 - 22.7.2. Present any evidence, including the calling of witnesses, to substantiate his/her case;
 - 22.7.3. Cross-examine any person called as witness in support of the charge;
 - 22.7.4. Have access to supporting material produced in evidence; and
 - 22.7.5. Produce mitigating factors.
- 22.8. The failure of the owner charged or his/her representative to attend the Trustees meeting referred to in sub-rule (6.2) shall not render the proceedings at the meeting void. Should the owner or his/her representative not attend the Trustees meeting without providing a reasonable request for postponement, the Trustees may, in their sole discretion, continue with the Trustees meeting and consider the objection in the absence of the owner.
- 22.9. Upon the conclusion of the Trustees meeting, the Trustees shall deliberate the evidence and if so resolved, they may:



- 22.9.1. Uphold the penalty; or
- 22.9.2. Withdraw or reduce the penalty.
- 22.10. Should the owner or occupier not agree with the decision of the Trustees in terms of sub-rule (9) the owner may request, without prejudice of the other rights or remedies which may be available in terms of the Act or the rules or in law:
 - 22.10.1. that the Trustees refer the matter to a general meeting of the members for their decision, without prejudice to any other rights or remedies, which the owner may have in law, or in terms of the Act or the management rules, and/or
 - 22.10.2. that the matter be referred for arbitration proceedings.

23. LEGAL COSTS AND OTHER COSTS

- 23.1. A member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by member, incurred by the body corporate for collection commission, expenses and charges incurred by the Trustees in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such owner to the Trustees in terms of these Rules, or in enforcing compliance with these Rules.
- 23.2. Any costs incurred by the Trustees in terms of these Rules, shall be regarded as a levy and may be added to the levy account of the specific owner, who was/is liable for the costs in terms of the rules, and may be recovered from the owner as a levy debt, with interest at the rate applicable to arrear levies.

24. RELAXATION OF RULES

- 24.1. No indulgence or relaxation in the application of these Rules shall constitute a precedent, waiver or consent, or prevent the enforcement thereof by the Trustees.

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**25. ACKNOWLEDGEMENT BY
OWNER/OCCUPIER/RESIDENT OF BELLE AIRE DUETS
CONDUCT RULES**



NAME OF OWNER/OCCUPIER/RESIDENT*:

(*delete which is not applicable — please print)

UNIT NUMBER: _____

I, _____ hereby acknowledge receipt of the Belle Aire Duets Conduct Rules issued by the Trustees of Belle Aire Duets and I further agree to abide by the terms of these conduct rules.

Signed this _____ day of _____, 20____

(Signature)

 