

**Body Corporate Rules**

**BERGDORN**

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## **PART 3 CONDUCT RULES**

### **1. DEFINITIONS**

“Owner” means:

- 1.1. The owner of a section in the scheme and shall include:
  - 1.1.1. The resident/occupant living in the unit
  - 1.1.2. Visitors to Units
  - 1.1.3. Guests
  - 1.1.4. Employees
  - 1.1.5. Children
  - 1.1.6. Users of the common property, contractors or persons instructed by Owner/Occupant to perform certain duties in the unit located on the property

### **2. RULE – RULES**

- 2.1. Owners and Occupants must familiarise themselves with the Rules of the Body Corporate and must at all times adhere to the rules
- 2.2. The provisions of these rules and the duties of the resident in relation to the use and occupation of a section and/or use of the common property shall be binding on the owner of any section and any lessee or other resident/occupant of any section and it shall be the duty of the owner to ensure compliance with the rules by residents
- 2.3. The Trustees may issue written warnings to owners of Sections where a contravention of these rules occurred.
  - 2.3.1. Owners will be responsible to ensure that the warnings are handed down to the offenders where the offender is not the owner.
  - 2.3.2. Each Warning may be accompanied with an administration fee that is determined by the Trustees from time to time and which fee will be charged to the levy account of the member.
  - 2.3.3. The owner, or where applicable the Resident, has a right to appeal against any complaint or order from the Trustees in terms of the rule “Dispute Resolution”
- 2.4. Owners that do not comply with conduct rules after a “FINAL WARNING” have been issued will be informed that such a member is in breach of the rules
- 2.5. Owners that have tenants residing in their Section where the tenant has been in breach of the Schedule 2 Rules after a “FINAL WARNING” have been issued will be informed that the tenants are in breach of the rules and in accordance with these rules may request the owner to terminate the lease agreement with 30 days notice

### **IMPROVEMENTS**

### **3. RULE – Alterations of Sections**

- 3.1. An owner of a section may not mark, paint, drive nails or screws or the like into, or otherwise damage or alter, any part of the common property without first obtaining the written approval of the trustees, which approval may not be withheld unreasonably.
- 3.2. The owner or occupant of a SECTION–
  - 3.2.1. shall submit a detailed plan and drawings together with specifications of materials and design of any intended alterations and/ or additions to the exterior of the SECTION for written approval by the Trustees. This includes, inter alia balconies, patios, stoeps, garden features, other constructions, burglar bars/ gates and / or safety devices and any screen or device to prevent the entry of animals or insects and notice boards or other.
- 3.3. To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to:
  - 3.3.1. Install any locking device, safety gate, burglar bars or other safety devices for the protection of a section;
  - 3.3.2. Install a canopy on a section.
  - 3.3.3. Install a screen or other device to prevent the entry of animals, insects, etc.
  - 3.3.4. Install any outside TV aerial, satellite dish, etc.
  - 3.3.5. Install any Air conditioning Unit
  - 3.3.6. Make any structural, decorative or other alteration or addition to a section externally or internally to the extent that it can be seen externally.
- 3.4. The enclosure of patios, balconies, stoeps are material alterations and must be approved by the Trustees in writing and where necessary the new plans must be submitted for registration with the Deeds Office.
- 3.5. Security Doors
  - 3.5.1. All security doors fitted to the front door of units shall be:
    - 1. Manufactured by Tralidor or Maxidor
    - 2. White powder coated
- 3.6. Burglar bars:
  - 3.6.1. All burglar bars shall be
    - 1. Manufactured from the same material as the window frames or
    - 2. Clear Glass burglar bars
  - 3.6.2. May not be fitted to the outside of the buildings unless approved by the Trustees in Writing
- 3.7. All structural internal building alterations shall be approved by the Body Corporate prior to commencement of construction.
- 3.8. Building operations are to be conducted during standard working hours which are Monday - Friday between 8h00 and 17h00. Any deviation from these set hours is to be approved by the Trustees in writing.
- 3.9. All building rubble and cleaning of areas is to be done daily unless otherwise approved by the trustees in writing.

- 3.10. The Trustees reserve the sole right to remove, alter, change any addition to the exterior of any SECTION at their own discretion at the sole expense and account of the owner of the SECTION with reference to unapproved fixtures, decorations and/or constructions effected from the date of the 1<sup>st</sup> AGM meeting after having received 30 days notice in written from the trustees instructing them to remove, alter, change any addition in the manner indicated by the trustee.

**4. RULE – Managing Agent**

- 4.1. Where the Trustees have appointed a managing agent all correspondence with the Trustees by members should be submitted to the NCO Real Estate - managing agent.

**5. RULE – Powers of the Trustees**

- 5.1. The Trustees of the Bergdorn Body Corporate is empowered by the Sectional Titles Act to fulfill certain duties, furthermore in terms of these rules assist the Body Corporate in administering and governing its activities generally.
- 5.2. The Trustees may
- 5.2.1. Impose fines upon members or occupants of Sections in the Bergdorn Body Corporate which fines would be determined and amended by the Trustees at their sole discretion from time to time.
  - 5.2.2. Charge administration charges to members or occupants of Sections in the Bergdorn Body Corporate which charges would be determined and amended by the Trustees at their sole discretion from time to time
    - 5.2.2.1. The fines and charges so charged shall be charged against the levy account of the owner where the fine or charge is due for payment.
- 5.3. Owners are responsible for the actions of residents and accordingly charges incurred by residents will be charged to the owner's levy account
- 5.3.1. This reservation does not impinge on any other rights that the Trustees may have against such trespasser.
- 5.4. Any fines and or charges imposed by the Trustees shall be payable along with the next levy and will automatically be deductible.

**6. RULE – Facsimile**

- 6.1. Facsimile shall include correspondence by Fax and/or e-mail

**7. RULE – Electronic Votes**

- 7.1. The trustees may, if it deems fit:
- 7.1.1. Decide that a normal resolution, a special resolution or a unanimous resolution may be required from the members to vote on.
  - 7.1.2. Advise members with 30 days' notice by e-mail or telefax of such a resolution that may be required
  - 7.1.3. Record the votes received in writing or by e-mail or telefax as expressed by the response received

7.1.4. Adopt the resolution so voted on provided that members voted in favor of the resolution if the following votes were recorded for

|          |                      |        |
|----------|----------------------|--------|
| 7.1.4.1. | Normal Resolution    | 50,01% |
| 7.1.4.2. | Special Resolution   | 75,00% |
| 7.1.4.3. | Unanimous Resolution | 100,0% |

## LEVIES

### 8. RULE – Payment of Levies

- 8.1. The levy shall be paid to the Bergdorn Body Corporate free of any commission or bank charges.
- 8.2. Payment is due before the 1<sup>st</sup> of each month in advance
- 8.3. The levy is calculated for each individual Section as per participation quota method for all general expenses incurred
- 8.4. Non-payment is subject to legal action by the Trustees and outstanding accounts for longer than 60 days shall be handed over to attorneys for collection without further negotiation with owners.
- 8.5. Non-payment or late payment is subject to an additional fixed fee limited to the maximum interest rates allowed by law per annum calculated on the daily outstanding balance and compounded monthly on the outstanding amount for the duration of the amount being outstanding.
- 8.6. Owners that are in arrears for more than 30 days will be contacted to collect the arrear levies
  - 8.6.1. A fee equal to 5,0% of the monthly levy payable by a Section will be charged against the Section levy account for every time Section owners are contacted in respect of arrear levies. Minimum charges will prevail
- 8.7. The Trustees reserve the right to record the name of an owner who is in arrear for longer than 60 days with any credit bureau.
- 8.8. All costs incurred by the Body Corporate to collect arrears, including:
  - 8.8.1. Attorney and legal cost that may be payable
  - 8.8.2. Managing Agent costs to demand payment from the owner

Becomes payable by the owner that is in arrears and will be charged to the levy account of the account of the owner that must be collected,.
- 8.9. The Trustees shall have the right to stop all normal services to the Section until the arrears amount has been paid. These services may include amongst others electricity supply, water supply, refuse removal and the maintenance of the Section.
  - 8.9.1. The owner remains liable for payment of the full monthly contribution during the period in which the above services are suspended.
  - 8.9.2. Lessees will be informed of any proposed suspension of services on the same day as delivery of the letter of the demand to the owner.

- 8.10. Where an owner is in arrears and the Section is occupied by a tenant that pays rent to the owner:
- 8.10.1. The Trustees are entitled to instruct the tenant to pay the rent to the Body Corporate to recover any arrears
  - 8.10.2. Failing such payment to the Body Corporate the Body Corporate may suspend all normal services to the Section until the arrears amount has been paid. These services may include amongst others electricity supply, water supply, refuse removal and the maintenance of the Section.
  - 8.10.3. Instruct a court of law to serve notice to the tenant that rent must be paid to the Body Corporate until such time that the arrears are paid in full
- 8.11. The responsibility to supply the Trustees in time with proof of payment when the Trustees or the Managing Agent require such proof rests with the owner of a Section .
- 8.12. The Trustees do not have to send monthly statements to owners. Should an owner become in arrears, only a letter of demand will be served.

**9. RULE – Division of Benefits**

- 9.1. Where, in the opinion of the Body Corporate, work undertaken pursuant to these rules is substantially for the benefit of only one Section or is substantially for the benefit of some but not all of the Sections or benefits one or more of the Sections substantially more than it benefits the others or other or them, the Body Corporate may determine the amount payable by the Owner(s) otherwise than in accordance with Section participation quota. The Body Corporate shall have regard to the relative values of the work and the relative benefits conferred.

**USE OF SECTION**

**10. RULE – Use of Section**

- 10.1. When the purpose for which a section is intended to be used, is shown expressly or by necessary implication on or by the registered sectional plan, an owner shall not use or permit his section to be used for any other purpose.
- 10.2. A owner/resident-
- 10.2.1. shall not contravene, or permit the contravention, of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the building or the common property, or the carrying on of business in the building, or so contravene or permit the contravention of the conditions of title applicable to his section or any other section or to his exclusive use area or any other exclusive use area;
- 10.3. An owner shall not-
- 10.3.1. Keep or do anything on the common property after notice in that behalf from the trustees;
  - 10.3.2. Do or permit to be done in his section or on the common property anything, which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

- 10.3.3. Place or do anything on any part of the common property or on the balcony; stoep or patio of his section, which, in the Trustees' opinion, is aesthetically displeasing or undesirable when, viewed from outside the building
- 10.4. Members or residents may not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Residents and further that the size and type of plant shall not extend beyond the boundary of the Section or obstruct the views from another Section or interfere with the use and enjoyment of their Sections by the Residents of those Sections. Care must be taken when watering or cleaning to ensure minimal disturbance to other Sections.
- 10.5. Sounds and /or noise, for the purpose of this rule is taken as vibrations detectable by the ear and created by humans, animals, electronic equipment, machines, explosives and / or similar or foreign instruments.
  - 10.5.1. Residents have to adopt to a life style forced upon the occupants living in a social residential complex such as Bergdorn, but yet being free to live their own lives within their individual own property with reference to creating sound residents are responsible for such sound and / or noise which could be interpreted as excessive and/ or domestic and /or a public nuisance by their neighbours at any time of the day
  - 10.5.2. Members or Residents should not annoy other members or residents with unavoidable noise in a Section on any area of Common Property and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her Section and also such further steps as may be within his or her power to effect.
  - 10.5.3. Members or Residents should not allow guests to leave or return to a Section after 22h00 without making sure they do so in a quiet and orderly manner as to not cause an annoyance or disturbance to other residents.
  - 10.5.4. The Body Corporate may prevent or restrict access to the common property from time to time and may take all decisions it deem necessary to prohibit undesirable persons from entering the common property
- 10.6. Guests staying overnight shall be limited unless otherwise approved by the Trustees in writing:
  - 10.6.1. per Bedroom
    - 10.6.1.1. Two people per bedroom that permanently occupy the Section
    - 10.6.1.2. Any guest that may not reside longer than 14 Days

## **11. RULE – Pets**

- 11.1. No Pets allowed
- 11.2. Subject to subrule 11.3 an owner of a section may not keep any animal, reptile, bird or other pet in a section or on the common property without the approval in writing of the trustees, which approval may not unreasonably be withheld.
- 11.3. When granting approval in terms of subrule 11.1 the trustees may impose reasonable conditions.
- 11.4. The keeping of any animal, reptile, bird or other pet in terms of this rule may not be in conflict with any other law.
- 11.5. The trustees may withdraw approval given in terms of subrule 11.1 if the owner concerned is in breach of any condition imposed in terms of subrule 11.2.



## LEASE OF SECTION

### 12. RULE – Lease of Sections

12.1. The Trustees must be informed of the name and contact details if any person other than the registered owner occupies the Section when instructed to do so.

12.1.1. Failing to do so would be liable to a fine as per the fine policy of the Trustees

12.2. All tenants or other persons granted rights of occupancy by any rightful owner of the relevant SECTION at Bergdorn are obliged to comply with the Sectional Titles ACT 2009: Regulations and all other relevant rules notwithstanding any provision to the contrary contained in any lease agreement or any grant of rights of occupancy.

12.3. Members may not lease their unit to a third party for period(s) shorter than one month periods

12.3.1. The operation of a guest house facility is prohibited

12.4. The owner shall incorporate in the lease agreement with a tenant the following:

12.4.1. A copy of the Body Corporate Conduct Rules (as they are amended from time to time) as an appendix to the Lease Agreement

12.4.2. The following special conditions shall be inserted in the lease agreement:

12.4.2.1. It is recorded that the premises are part of a Section of a Sectional Titles Scheme and that the building and land are controlled managed and administered by means of rules for the control management administration, use and enjoyment of Sections and the common property. It is accordingly agreed that:"-

12.4.2.1.1. Notwithstanding the provision of Clauses of the lease, the premises shall mean the Section consisting of Section no \_\_\_\_ (*corresponding to Section being leased*) and it's share in the common property.

12.4.2.1.2. Breach of the Rules of the Body Corporate shall constitute a breach of the Lease.

12.4.2.1.3. Any Trustee or person appointed by the Board of Trustees may at the request of the Board of Trustees be permitted to investigate the validity of any alleged breach of the Conduct Rules.

12.4.2.2. It is understood:

12.4.2.2.1. In the event of a Lessee committing a continuous breach of any of the Conduct Rules and where the Owner and/or the Lessee were informed in writing of the misconduct of the rules the Trustees may instruct the owner that the Lessee must vacate the section within 30 (thirty) days.

12.4.2.2.2. In the event of extreme circumstances as determined by the Trustees the period to vacate the Section and premises may be shortened at the discretion of the Trustees to any period less than 30 (thirty) days.

12.5. The Trustees may determine that certain agents may not act on behalf of owners to lease or sell Sections to third parties when it has found that these agents have not acted on previous occasions in the interest of all the members of the Body Corporate

12.6. The owner remains responsible for the payment of levies and other payments to the Body Corporate in advance.

## **SALE OF SECTION**

### **13. RULE – Sale of Sections**

- 13.1. Sections that are registered in the name of a Juristic person where shares in a company, members interest in a closed corporation or the beneficiary in a Trust change shall be regarded as a sale of the unit for the purposes of this rule
- 13.2. Upon the sale of a Section the owner of a Section must ensure that the entity that deals with the sale of the property attends to the following:
  - 13.2.1. Obtain a Body Corporate clearance certificate from the trustees
  - 13.2.2. Ensure that any monies due to the Body Corporate is paid to the Body Corporate before the sale of the property is concluded
  - 13.2.3. To attach a copy of the rules of the Body Corporate to the Deed of Sale contract
- 13.3. Irrespective of the date of registration into the name of the new owner in any one month - the seller of a Section will be responsible to pay the full monthly levy for the month in which the Section was sold
- 13.4. Any person may apply to the body corporate for a body corporate clearance certificate provided that the application must be in writing and liable of the fees payable for the issue of the certificate.
  - 13.4.1. On receipt of an application and payment of the fee, the body corporate must issue a certificate.

### **14. RULE – Private Water**

- 14.1. If the Municipality is the provider of water supply the owner of a section must register the water meter in the name of the owner
- 14.2. Where the body corporate is supplied and charged in bulk by the Authorities for the water supply to the complex and individual Sections.
  - 14.2.1. Every Section is equipped with a water meter, owned by the Bergdorn Body Corporate, to measure the water consumption for each Section.
  - 14.2.2. The Trustees or their appointed agent will do a physical reading of the meter at least once in three months.
  - 14.2.3. Once a physical reading is collected a statement of account will be prepared to illustrate the following details:
    - 14.2.3.1. Date of previous reading
    - 14.2.3.2. Reading on the previous date
    - 14.2.3.3. Date of new reading
    - 14.2.3.4. Reading on new date
    - 14.2.3.5. Units consumed
    - 14.2.3.6. Cost per units consumed
    - 14.2.3.7. Amount outstanding and due to the body corporate
  - 14.2.4. Physical invoices for the consumption of water will only be prepared if owners request to have them issued.
  - 14.2.5. Owners may request in writing a special reading of water consumption and the preparation of a statement of account at any other time against payment of the administration fee prevailing at the time
  - 14.2.6. Owners are responsible for the payment of water accounts and tenants cannot be held liable for non payment of water accounts

## **15. RULE- Vehicles**

- 15.1. An owner of a section may only park a vehicle upon the common property or allow any vehicle to be so parked with the approval of the trustees in writing.
- 15.2. A Section owner must not, and must ensure that the Resident of a Section does not –
  - 15.2.1. and/ or warn their visitors to avoid defacing the Common Property through dripping oil, brake fluid and fluids and / or tire marks or other means. Section owners shall be held responsible for cleaning up such defacing marks at the sole discretion of the Trustees.
  - 15.2.2. use water from the taps or valves on the Common Property for washing vehicles.
  - 15.2.3. dismantle or effect major repairs to any vehicle on any portion of the Common Property, an exclusive area, in a garage or any section of the SECTION at Bergdorn or on the pavement adjacent to Bergdorn.
  - 15.2.4. drive or operate any motor vehicle on any part of the common property in excess of 10kph.
- 15.3. The Trustees may cause for vehicles to be removed or towed away, at the risk and expenses of the owner of the vehicle, any vehicle parked, standing or abandoned on the Common Property without the written consent of the owner of the vehicle
- 15.4. All visitors are to be notified by the people whom they are visiting of where to park. No visitors may park on parking bays allocated to owners.
- 15.5. No truck, trailers, caravans, boats, jet skis or other forms of transport may be parked on the common property
- 15.6. Owners, residents, visitors or guests are not permitted to hoot or unreasonably rev their motor vehicles whilst inside, entering and exiting the development.
- 15.7. Members are not allowed to wash their vehicles with a hose pipe or another device, a bucket with water must be used to this end
  - 15.7.1. Dirt emanating from washing of vehicles should be removed immediately after the washing of the vehicle.

## **16. RULE – Parking**

- 16.1. Owner vehicles may not be parked on the parking bays allocated to visitors.
- 16.2. Under no circumstances will parking in front of the fire hydrants be permitted.

## **17. RULE - Refuse**

- 17.1. An owner of a section must –
  - 17.1.1. maintain, within his or her section, his or her exclusive use area or on the part of the common property as approved by the trustees in writing, a receptacle for refuse, which receptacle must be kept in an hygienic and a dry condition to the satisfaction of the trustees;
  - 17.1.2. ensure that before refuse is placed in the receptacle, it is securely wrapped or in the case of tins or other containers, completely drained and dry;
  - 17.1.3. for the purpose of having the refuse collected, place the receptacle within the area and at the times designated by the trustees in writing; and

- 17.1.4. when the refuse has been collected, promptly return the receptacle to any of the areas referred to in paragraph 17.1.1.
- 17.2. The receptacle must be placed on the inside of your unit (garage or courtyard)
- 17.3. Refuse will be collected on regular intervals
- 17.4. On the day that refuse is removed every owner should:
- 17.4.1. Place the drum outside their unit in the morning before 08h00
  - 17.4.2. Refuse will be collected before 17h00 during the day
- 17.5. Owners/Residents should place the receptacle back inside their unit before 08h00 on the following day
- 17.6. Receptacles are not permitted to be left outside any section or on any part of the common property.
- 17.7. Receptacles damaged on account of misuse by owners/occupants and/ or lost will be replaced by the Trustees of the BERGDORN BODY CORPORATE to the account of the owner.
- 17.8. Household refuse should be placed in refuse bags and into the Receptacles placed on the property. Each refuse bag should be tied up.
- 17.9. Additional refuse should be placed in standard refuse plastic bags within the Receptacles. Each bag should be tied up.
- 17.10. The Trustees will not honor individual arrangements between the owner and the refuse removers without the written approval.
- 17.11. No waste emanating from any SECTION (e.g. In containers, stones, soil, plants, pool backwash water, etc.) may be left, dumped or plumed either onto the public pavements, public surrounding areas OR on the Common area of the complex. The official DUMPING SITES (or SEWERAGE SYSTEM for water) provided by the Municipality of Windhoek shall be used to this end.
- 17.12. Each owner or resident of a SECTION shall maintain in any hygienic and dry condition his/ her exclusive use area or such part of the Common Area as may be authorized by the Trustees in writing.
- 17.13. No owner or resident of a SECTION shall deposit, throw, or permit to be deposited or throw, on the Common Property any rubbish (including dirt, cigarette butts, food scraps, litter mail or other litter whatsoever)
- 17.14. A Section owner may not burn rubbish or waste in his Section or on the common property.

## **18. RULE - Pools**

- 18.1. POOLS, for the purpose of this rule, include all types of private swimming pools, splash pools and Jacuzzi's, etc. constructed and used inside/ outside the SECTION and /or within the exclusive use area

18.2. No pools are allowed to be constructed on the exclusive use areas of owners without the written approval from the Trustees

18.3. In the event of the Trustees agreeing to approve such a construction, the Trustees reserve the right to set any conditions and terms they consider reasonable apart from, in addition or as alteration to the following:

18.3.1. The pool shall be constructed and shall have a proper filtration system, and shall be connected to the sewerage system in accordance with the requirements of and with the consent of the local authority.

18.3.2. The shape, size, depth and situation of the pool shall be approved in writing by the Trustees prior to the commencement of the construction of the pool.

18.3.3. The pool shall be constructed at the sole cost and expenses of the owner who shall take all steps as may be reasonably required by the TRUSTEES to ensure that there is no inconvenience to any other owner in the course of the construction of the pool.

18.3.4. The owner hereby indemnifies the Bergdorn Body Corporate in respect of any claims of whatsoever nature which may arise in connection with the pool and in particular, but without detracting from the generality of the foregoing, any harm and/ or accidents to persons, the construction, use, and /or defects in respect of the pool. As security to the foregoing obligation, the owner shall be obliged to effect a personal public liability insurance policy with an insurance company nominated by the TRUSTEES, in an amount of not less than N\$ 100 000 (One hundred thousand Namibia dollar) and shall be obliged to maintain the aforesaid policy.

18.3.5. The owner shall be obliged to increase the insurance application to the SECTION by such amount as may reasonably required by the TRUSTEES. The owner shall be obliged to advise the TRUSTEES of the amount by which he/ or she requires the insurance applicable to the SECTION to be increased prior to the commencement of the construction of the pool.

18.3.6. The use and operation of the pool shall at all times be carried on in such manner that it shall not create nuisance to other owners or neighbours particularly insofar as noise is concerned.

18.3.7. The above terms and conditions shall mutates mutandis apply to all owners who have constructed pools prior to the adoption of these above rules and conditions.

18.3.8. The owner shall be obliged within seven (7) days after completion of the pool to remove all sand, rubble and building materials from the property and surrounding area.

## **19. RULE - Laundry**

19.1. An owner of a section may only with the prior written approval of the trustees, which approval may not be withheld unreasonably, erect his or her own washing lines or hang any washing or laundry or any other items on the washing lines or on any part of the building or the common property so as to be visible from outside the buildings or from any other section.

## **20. RULE – General Rules**

### **20.1. A Member must not, and must ensure that the Residents of a Section does not –**

- 20.1.1. permit bicycling, roller-blade riding, skate boarding, roller skating, ball games in the car parking areas, driveways, or access pathways or common property.
- 20.1.2. interfere with the operation, function or control of the electronic vehicular gates.
- 20.1.3. remove any shrub, tree or plant on or in the common property;
- 20.1.4. Allow children to play in the parking area, stairwells and landings.
- 20.1.5. Damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Body Corporate property located on, in or attached to the common property,
  - 20.1.5.1. PROVIDED FURTHER that if the Body Corporate expends money to make good damage caused by any Member or tenants, guests, servants, employees, agents, children, invitees or licensees of the Member of any of the Sections, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Section at the time when the damage occurred.
- 20.1.6. fail to properly inform the Body Corporate within twenty-four (24) hours of any damage to property that may be subject of a claim against the Body Corporate building and/or public liability insurance policy.
- 20.1.7. interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Body Corporate specifically for work being undertaken.
- 20.1.8. interfere with the operation, function or control of any of the common property fixtures, fittings or equipment, including but not limited to all, pedestrian entrances, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment.
- 20.1.9. use the water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein provided further that any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Member whether the same is caused by his or her own actions or those of members of his or her household or his or her invitees.

### **20.2. An owner of a section may not –**

- 20.2.1. store any combustible or flammable material;
- 20.2.2. perform any dangerous act; or
- 20.2.3. allow the storing of combustible or flammable material or the performance of a dangerous act to be done, in the building or on the common property, which increases or may increase the rate of the premium payable by the body corporate in respect of any insurance policy.

### **20.3. A Section Owner shall:**

- 20.3.1. Replace promptly any windows, shutters or awnings that are broken or cracked with new glass or materials of the same pattern and of at least the same quality
- 20.3.2. Give immediate notice to the Body Corporate of any damage or defects in pipes, electrical light fittings, or other fittings in the common area as soon as the Section owner becomes aware of it.
- 20.3.3. Give prompt notice to the Body Corporate of any accident that occurred on the common property

- 20.3.4. Not use the common property in such a manner that it would unreasonably prevent or interfere with the use of it by other Section owners,
  - 20.3.5. Should any damage of whatever nature be caused to the Common Property, by an owner, his family, his tenants or his visitors, such owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.
  - 20.3.6. Be responsible for the upkeep of their Exclusive Use garden, and where applicable, the stairs leading to their respective Sections.
  - 20.3.7. Ensure that no items of any unsightly nature shall be stored where it would be visible on balconies, or in entrance courts, under car ports, or anywhere on the Common Property.
- 20.4. The Body Corporate is not responsible for any damage caused to a Section owner's property.
- 20.5. The employees of the Body Corporate will report only to the Trustees and may not be employed to do private work for owners
- 20.6. Owners or tenants may not use any of the common area recreational facilities for any purpose other than specified by the Body Corporate and all such use shall be in a thoughtful manner and with due and proper care and in accordance with posted regulations.

## **21. RULE – Keep Section Free from Pests**

- 21.1. An owner shall keep his / her SECTION free of white ants, bees, borer and/or other wood and/or building destroying insects, cockroaches included
- 21.2. The owner shall to his end permit the TRUSTEES and / or their duly authorized agents and/ or employees, to enter the SECTION from time to time for the purposes of inspecting the SECTION and taking such action as may be reasonable necessary to eradicate any such pests.
- 21.3. The cost of such inspection, the eradicating of any such pests as may be found within the SECTION, replacement of any woodwork or other material forming part of the SECTION which may be damaged by any such pests or the eradicating thereof, shall be to the account of the owner of the particular Section concerned.

## **22. RULE – DSTV**

- 22.1. The buildings were not supplied with a multiple satellite system
  - 22.1.1. Every unit, if they so wish, is responsible for the installation of a satellite system
    - 22.1.1.1. The satellite dish must be installed on the roof of the unit
    - 22.1.1.2. No TV wires may be laid on the outside of the unit walls - to this end:
    - 22.1.1.3. The ducting provided must be used
    - 22.1.1.4. Any additional wiring must be in the roof and through the Ceiling of the unit
- 22.2. The XXXXX complex is equipped with a multiple TV satellite system that supplies each unit with the capacity to receive satellite TV. The system does not include any decoders that may be necessary to decode signals.
  - 22.2.1. The multiple TV satellite system is the property of the Bergdorn Body Corporate and any failure of the system must be reported to the Trustees.
  - 22.2.2. Owners may not in any circumstances instruct any party other than the trustees to perform any repairs to the multiple TV satellite system.

- 22.2.3. Owners may not construct or erect any outside wireless, television aerial, TV-dish receiver's satellite dish or receiver or thing of like nature on any part of the building.
- 22.2.4. Members or occupiers are compelled to make use of the system supplied in the building.

### **23. RULE – Braai's**

- 23.1. Owners or tenants shall not make or cause to make any fire on the premises
- 23.2. Where the fire is used to make BBQ's/Braai's it should be done in the space provided in the unit or exclusive use area.

### **24. RULE – Use of Common Property**

- 24.1. The Section owner may not obstruct the common property or use the common property for any purpose other than ingress or egress to and from their Section.
- 24.2. Cover or obstruct any lighting or illumination of the common property

### **25. RULE – Electric Fence**

- 25.1. Owners/tenants or other parties shall not be permitted to tamper, damage, dismantle, repair, remove, replace or cause any obstructions etc to the electric fencing of the common property.
- 25.2. Owners/tenants will be held responsible for damages and repair costs incurred in order to restore the electric fencing to its original form.
- 25.3. Owners/tenants or other parties must treat the electric fencing as LIVE AND DANGEROUS at all times and inform their visitors likewise.
- 25.4. The Bergdorn Body Corporate and its members shall not be held responsible for any injuries or death(s) caused by the electric fencing.
- 25.5. Any obstructions detected on the fencing e.g. plastic bags, papers, etc which could possibly trigger the electric fencing alarm, must be reported to the Trustee or Managing Agent.
- 25.6. Any obstructions detected on the electric fencing which is removed by the owners/tenants or other parties are done so at their OWN RISK!!
- 25.7. Owners/tenants are to inform their children and their visitor's children on the dangers of the electric fencing as sub-rule 16(a) to 16(f) is applicable to them.

### **26. RULE – Private Domestic workers**

- 26.1. The Trustees may enforce a policy of identification of workers as they may deem fit for the administration and control of workers.
- 26.2. Occupants must assure that their domestic servants do not cause any other occupants by being noisy or to cause or make a noise.
- 26.3. An automatic indemnity for privately employed workers are granted in terms of this Rule by the employer staying in the XXXXX Complex to the Body Corporate, indemnifying the Body



Corporate against any injury, loss or Damage relating to the employee which may occur Bergdorn.

26.4. The Body Corporate reserves the right to perform a security clearance check on any private workers employed by an owner or tenant prior to allowing the employee access Bergdorn.

26.4.1. The cost of such an enquiry will be for the account of the owner/tenant. Should the Trustees in its sole discretion regard the proposed employee as a risk it shall have the right to refuse to issue clearance for the employee to be employed.

**27. RULE – Notice Boards & Advertising Signs**

27.1. An owner of a section may only with the prior written approval of the trustees, which approval may not be withheld unreasonably, place any sign, notice, billboard or advertisement or any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section.

27.2. No signs of any kind shall be displayed:

27.2.1. On the side of any of the buildings or any of the perimeter fences of the Bergdorn property