

The Owner
Overberg Body Corporate
EQUESTRIA ESTATES

11 August 2017

Dear Sir/Madam

OVERBERG BODY CORPORATE

We refer to the Annual General Meeting held on Thursday, 23 March 2017 and attach hereto for your information and safekeeping:

- The Minutes of the Meeting;
- The Amended Rules

Kindly peruse the documents and please take note that should you have a tenant in your unit, it is your responsibility to see that they are supplied with a set of the rules.

We assure you of our best attention at all times.

Yours faithfully,



ANNETTE GOWAR
PORTFOLIO MANAGER

**Pretor Group comprising of: Sectional Title Administration • Residential Communities Administration
Home Rentals • Commercial Property Management • Financial Services**

**MINUTES OF A SPECIAL GENERAL MEETING OF
OVERBERG BODY CORPORATE
HELD ON THURSDAY, 23 MARCH 2017, AT THE
CLUBHOUSE,**

1. NOTICE OF THE MEETING

Notice of the meeting was given in terms of Management Rule 17.3 of the new Schemes Act.

Annette Gowar from Pretor attended the meeting.

2 DETERMINATION OF THE QUORUM

Owners of twenty six (26) units constituting 37 % of the complex owners were present, either in person or by proxy, and eligible to vote. This number was sufficient to form a quorum. In terms of Regulation 19, the meeting was declared duly constituted.

2. WELCOME AND ELECTION OF CHAIRPERSON

Ms Neels Govender, chairman of the trustees, was elected to act as chairman for the meeting.

The minutes were discussed and owners suggested a few changes and additions, which will be effected by the chairperson.

3. SPECIAL RESOLUTION FOR APPROVAL OF CONDCUT RULES

It was unanimously resolved by the 26 owners (37%in pq value) that the proposed rules be accepted, on condition that the proposed amendments be made.

The special resolution was taken by members holding less than 50% of the total value of all members. The body corporate could therefore not take any action as per Rule 20(9) of the New Schemes Act. If any member requests the trustees within seven days to hold another special general meeting to reconsider the resolution, another meeting will be called.

4. CLOSING

With no further matters to discuss, the meeting adjourned.



Corner of Libertas & Stellenberg Rds, Equestria.

OVERBERG CONDUCT RULES

Rules established for the Body Corporate of OVERBERG in terms of Section 35 of the Sectional Title No. 95 of 1986, hereinafter referred to as "the Act". These rules are effective immediately.

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1. Preamble

- 1.1. These rules have been drawn up with a view to ensure orderly, pleasant and congenial living conditions and surroundings for all the residents and the protection of the collective interests of OVERBERG.
- 1.2. These rules may be added to, amended or repealed by a Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the addition, amendment or revocation has been registered in the Deeds Office in terms of section 35 (5) of the Sectional Titles Act hereinafter referred to as the "Act".
- 1.3. In terms of section 39 of the Act, all functions and duties of the Body Corporate are performed by the Trustees subject to any restriction imposed or directions given at a General Meeting of owners of sections.
- 1.4. The reference to BODY CORPORATE / TRUSTEES in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instructions of the Board of Trustees.
- 1.5. In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate on sub-committees to assist them, in extreme cases to act within 24 hours in the event of breach of any rule prescribed within these rules.
- 1.6. Should any dispute arise in the interpretation of these Rules, the person involved in the dispute may choose between the English and Afrikaans version and that choice shall prevail.
- 1.7. The purpose of these House Rules is to permit the residents of OVERBERG to have full enjoyment of their sections and of the common property, as defined and dealt with in the Act, without interfering with the rights of other residents, and to contribute towards the efficient management of the complex.
- 1.8. These rules are enforceable by law and must be observed by all owners and visitors.
- 1.9. All the rules shall apply ipso facto to all residents (owners/tenants and all persons who have obtained right of occupancy of a section in whatever manner) and visitors, and no agreement with above persons that is contrary to this stipulation shall be binding.
- 1.10. It is the owner's responsibility to provide the Trustees with the details of their tenant as well as the details of the Letting agent. The owner is furthermore responsible for ensuring that said letting agent and or Tenant is furnished with a copy of the House Rules
- 1.11. Owners wishing to sell their units must notify Estate Agents and or new owners of the House Rules.
- 1.12. An owner who lets a unit must advise the Trustees, in writing, of the name of the tenant, and must make sure that the tenant has a copy of the House Rules.
- 1.13. Occupants (Owner or Tenant) are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of, understand and conform to these Rules. Repeated non-compliance of said visitor or representative of the owner/tenant, will result in those persons(s) being denied admission onto the property.
- 1.14. Common Areas - All areas outside the Section and its adjoining Garage are regarded as common ground including those areas that are defined by walls, as exclusive use areas surrounding the section.
- 1.15. Exclusive use Areas – All areas inside the walled areas surrounding each Section, are for the sole use and enjoyment of the owner or tenant of the section thereto attached. These areas remain common ground and the House rules will apply equally to these areas as to the Common Areas.
- 1.16. Non-compliance with the House Rules, guilty parties will be fined as per penalties laid out in the conduct rules.
- 1.17. If there are any costs incurred by the body corporate as a result of the resident being in violation of the conduct rules then the costs will be for the owners' costs.

2. Proprietary rights to conduct rules

- 2.1. These Rules are and remain the property of the Body Corporate and shall remain in the section when it is vacated.
- 2.2. Should a set of Rules be lost, the Body Corporate may charge a reasonable fee for its replacement.

3. Duties of owners and occupiers of sections

- 3.1. The attention of owners and occupiers of sections is especially drawn to rule 68 of the Management Rules contained in the regulations of the Act (Duties of owners and occupiers of sections) and more specifically section 44 of the Act (Duties of owners).
- 3.2. The communal property of the complex OVERBERG shall jointly belong to all the owners of units in the said complex and it is the duty of each owner/resident to protect any part of the communal property as if it were their own private property.

4. Levy payments

- 4.1. Punctual payment of levies is crucial for the efficient running of OVERBERG. Levies must be paid monthly, in advance (within 7 days of the 1st day of the month).
- 4.2. Non-payment of levy:
 - As per resolution by trustees regarding levy payment.
- 4.3. Failure to pay levies will result in legal action taken to recover the levies.

5. Number of persons residing in each unit

- 5.1. A maximum of 4 people only, may reside permanently in any one 2-bedroomed unit at any one time and a maximum of 6 people in a 3-bedroomed unit at any one time. No people are allowed to stay or sleep in the garages. No authorisation will be granted, whatsoever, for the conversion of a garage into sleeping quarters or offices

6. Moving

- 6.1. In order to prevent large scale of theft, owners must inform the Trustees 7 days prior to moving in or out of **OVERBERG**. Removal trucks may not exceed the size limit of 7500 kg gross vehicle mass (GVM) (4 ton payload)
- 6.2. When moving in or out please ensure that the driver of the removal van does not enter the motor gate without supervision, to avoid damaging the gate. Owners are responsible for any damage to property during moving. All breakages must immediately be reported to the Trustees.

7. Domicilium citandi et executandi and register of owners

- 7.1. The attention of all owners is also especially drawn to rule 3 of the Management Rules.
- 7.2. It is the duty of the Owners to notify the Trustees forthwith of any change of ownership in his / her section and of any mortgage or other dealing in connection with his / her section as specified in section 44 (1) (f) of the Act.
- 7.3. The Trustees are, charged with maintaining a Register of Owners and Registered Mortgagees of sections and of all other persons who have a real right, together with their addresses, after receiving the information from the owners.

8. Supply of tenant's particulars by non-resident owner

- 8.1. Owners must supply full particulars of tenants of their sections and any changes as they take place, to the Trustees before such tenants take occupation. This is essential not only for good order, but also to identify who is entitled to be on the premises and use the amenities.
- 8.2. Owners must also notify the Trustees and keep them informed as to the agent, if any, who does the letting on their behalf.
- 8.3. Such owners shall fully and clearly instruct their agents as to the said owner's obligations with respect to these Rules, and shall further instruct their agents that the only persons acceptable to and congenial with the Community of the Scheme shall be selected as tenants.

9. Tenants and visitors

- 9.1. All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 9.2. Occupants are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of, understand and confirm to these Rules.

9.3. Owners shall further ensure that tenants or occupants undertake in writing to abide by the Rules and conditions. The format of the undertaking and the manner of lodging shall from time to time be prescribed by the Trustees.

10. Entry by third party

10.1. In the interest of security, occupants are requested to notify the Trustees timeously in advance of third parties who may from time to time be authorised by them to enter their section to effect repairs, deliver or collect goods. In event of such notice not being given, the Trustees may refuse entry.

11. Inflammable goods and safety of property

11.1. An occupant shall not store any material, commit or allow to be committed any dangerous act for commercial use in the section or on the Common Property which will or may increase the rate of premium payable by the Body Corporate on any insurance policy.

12. Nuisance

12.1. Occupants shall not cause or permit any person to act in conflict with these Rules, or permit any act or event, which shall constitute or cause a nuisance or any inconvenience to other occupants or employees or agents employed by the Trustees or any person being lawfully on the premises.

12.2. Owners/residents are responsible for controlling their visitors. No unnecessary disturbances or the use of such things as car hooters are allowed.

12.3. Residents who complain incessantly without reasonable cause or proof shall be deemed as a nuisance.

12.4. If complaints are put forward from more than two residents or if there is visible proof of residents being a nuisance.

13. Silence

13.1. Radio's, TV's, musical instruments, record/CD/DVD/VCR players, car radios etc. must not be played at such a volume as to cause disturbance to other residents.

13.2. Any gathering held in the complex should be contained within the unit and its exclusive use area at all times. You are to notify your surrounding neighbours 7 days in advance of any social gathering that could cause an inconvenience to them. Any gathering should be limited to the number of people that can be reasonably accommodated within your "unit".

13.3. No fireworks or crackers are allowed within the complex.

13.4. An owner/tenant who does maintenance and/or repairs to his unit involving power tools and hammering will not be allowed to do so during the following times:

- From 20:00 to 08:00 on week days; and
- From 19:00 Saturday to 08:00 the following Monday (No maintenance and/or repairs on Sundays.)

13.5. An owner/tenant will keep all noise levels, including music, to such a level not to disturb the other occupants

13.6. Reasonable silence must be maintained daily between 22h00 and 07h00. On Sundays silence must be maintained throughout.

13.7. Radios, T.V. sets, musical instruments and hi-fi equipment must be used in such a manner not to disturb other occupants or the public.

14. Children

14.1. Residents must see to it that their children and the children of their visitors behave in such a way as not to disturb or inconvenience other residents.

14.2. Any damage caused to the common and or any other property by any child, visitor's children, will be at the parents' expense. This includes damage to plants/trees.

14.3. Toys left lying around the complex will be disposed of.

14.4. No Guns, Airguns, Paintball guns, bows of any kind, Pellet guns or Catapults are allowed to be used in the complex.

14.5. All playing, by children under the age of 6, outside an exclusive use area to be supervised by a competent adult.

- 14.6. Owners and residents should be aware of the fact that the Body Corporate and trustees are indemnified against any claims that might arise when children are injured on common property.
- 14.7. Occupants and visitors' children shall be controlled and supervised in order to avoid damage to the Common Property and inconvenience and distress to other occupants.
- 14.8. Occupants must ensure that their children do not tamper with electrical switches, taps, post boxes, name plates, trees, plants, adornments and other fittings including garden items.
- 14.9. Ball games shall not be permitted on the Common Property.
- 14.10. Children are not allowed to play near or around motor cars parked on the Common Property.
- 14.11. Skating or the use of skateboards on the Common Property is strictly prohibited.
- 14.12. When playing on the Common Property, children may not damage the plants or flowers.

15. Motor vehicles and parking

- 15.1. Vehicles of residents must only be parked in the garages.
- 15.2. All demarcated parking bays may only be utilised by visitors. These may not be reserved.
- 15.3. Residents and visitors are not allowed to park in front of the garages, in entrances to the Common Property or in such a manner so that the driveways and demarcated parking bays are being blocked. The trustees may have any vehicle standing or left on the communal property or in a thoroughfare for vehicles removed or towed away at the cost and the risk of the owner/resident concerned.
- 15.4. No caravans, boats, trailers, etc may be parked on the common property (including visitor parkings) without prior written permission from the Trustees.
- 15.5. Vehicles of owners, residents and visitors may not leak oil or brake fluid on any communal area of Overberg or damage such areas in any way. In the event of this happening, the account for the cleaning of the paving will be for the account of the owner of the unit.
- 15.6. The repair, overhaul or reconditioning (i.e. changing oil or brake pads, engine work, spray painting etc.) of motor vehicles is not permitted on the property.
- 15.7. Washing of cars is only to take place in front of the garage of the unit. No visitors may wash their cars on the common property. No car engines are to be washed on the common property. These areas shall be left clean and tidy. Rubbish removed from vehicles such as cigarette stubs etc., must be deposited in the occupant's rubbish bin.
- 15.8. No reckless driving is allowed within the complex. A speed limit of 15 km/h is enforced.
- 15.9. No large vehicles other than for furniture removal purposes, may enter or park in the complex. It is understood that the parking is purely for residential purposes only.
- 15.10. No occupant shall park his / her vehicle upon the Common Property, or permit his / her visitors 'vehicles to be parked upon the Common Property, without consent of the Trustees which approval may not unreasonably be withheld.
- 15.11. The Trustees may cause a vehicle to be removed at the risk and expense of the owner of a vehicle, if such vehicle is parked on the Common Property without the Trustees written consent.
- 15.12. Occupants shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property.
- 15.13. No motor wrecks may be kept on the Common Property or on the sidewalks.
- 15.14. Persons causing, in any manner or form whatsoever, damage to the Common Property, shall be held responsible for the repair of such damage.
- 15.15. Motor hooters or other audible warning devices (excluding burglar alarms) may not be used on the Common property.
- 15.16. Garages to be used for their intended purposes and shall be kept clean and tidy. Should occupants have more than 2 vehicles, additional vehicles may only be parked in areas allocated by the Trustees for that purpose if available.
- 15.17. Vehicles parked under the No Parking signs will be towed away at the owner's expense. When receiving visitors, please ensure that they make use of the visitor's parking bays, and that they not park such that they block entry to parking bays. Non-compliance will result in the vehicles being towed away at the risk and expense of the owner of the vehicle. Only bays marked "Visitors parking" or unmarked parking may be utilised.

16. Bicycles, motor cycles, etc.

- 16.1. Bicycles, motor cycles, tricycles, roller skates, skate boards, caravans, trailers and boats may not be left anywhere on the Common property.

17. Laundry

- 17.1. An occupant of a section shall not, without prior written consent of the Trustees, erect washing lines, nor hang washing or laundry or any other items on any part of the buildings or the Common Property so as to be visible from outside the buildings or from any other section.
- 17.2. Washing is hung out at own risk.
- 17.3. Carpets and rugs shall not be shaken, dusted or brushed outside a section or its exclusive area.

18. Antennas

- 18.1. No TV Antenna shall be attached to the walls of the common property nor shall it extend through windows unless the prior written approval of the Trustees is obtained.
- 18.2. Each owner may install one 60cm or smaller Satellite dish for DSTV reception only. The dish must be installed by a registered installer and must be installed in such a way to cause no disturbance to other residents. Any dishes installed incorrectly or in such a way to cause a disturbance to other owners will be moved at the owners cost.

19. Refuse disposal

- 19.1.1. No resident may deposit rubbish (including dirt, cigarette butts, food scraps or any litter whatsoever) onto any part of the common property except areas clearly marked for refuse disposal, nor may they allow any other person to do so.
- 19.1.2. All refuse must be in a plastic bag (provided) securely tied or knotted or in the case of tins or other containers, completely drained and must be placed directly in the bin provided. Under no circumstances may refuse be left outside of the unit except if it is placed in the bin provided.
- 19.1.3. No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drainpipes. Owners shall be held liable for the clearing of such blockage from the drains emerging from their section.
- 19.1.4. Refuse bins must be kept in the unit's exclusive use area, except on refuse collection day, when they should be placed on the common area in front of the unit from where they will be taken to be emptied.
- 19.1.5. An occupant of a section shall –
 - within his section or exclusive use area, maintain in a hygienic and dry condition, a receptacle for household refuse;
 - ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
 - for the purpose of having the refuse removed by the municipal authorities, place such receptacle within the area and at the times designated by the Trustees.
- 19.1.6. when the refuse has been removed, return such receptacle to his/her section or exclusive use area.
- 19.1.7. Rubbish may not be handled contrary to the regulations of the local municipal authority, eg. broken glass must be wrapped in a double layer of newspaper before being disposed of.
- 19.1.8. Littering on the Common Property is strictly prohibited.
- 19.1.9. Occupants shall ensure that contractors attending to maintenance or improvements to their section on their behalf, do no litter on the Common Property.
- 19.1.10. Persons leaving rubbish on any part of the Common Property or public areas surrounding the property are liable to prosecution under the Municipal Health Regulations.
- 19.1.11. No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drain pipes. Occupants shall be responsible for clearing blocked drains in their sections.

20. Employees and hawkers

- 20.1. The employees of the Body Corporate shall not be interfered with. They receive orders from the Trustees only.
- 20.2. No hawkers shall be allowed on the Common Property.

21. Pets

- 21.1. Pets are to be registered with the Trustees and will only be allowed with written consent from them. When granting such approval the trustees may prescribe any reasonable condition.
- 21.2. Residents are to provide photographs of pets. All pets are to wear a nametags where possible.
- 21.3. All pets are to be neutered, and a certified copy of the certificate forwarded to the Trustees
- 21.4. Should you own a pet, you are to ensure your pet remains on your premises and does not hinder your neighbours.
- 21.5. Maximum of 2 pets per unit. When selecting a pet, please take into consideration your pets' needs, i.e. area required for size of pet. Should complaints be received regarding your pets' needs not being taken into consideration, same will be reported to the SPCA. No aviaries will be authorised.
- 21.6. Cats will be allowed on condition that the owner installs a cat fence at their unit. The Trustees may withdraw approval for pets in the event of any breach of any condition.
- 21.7. The trustees may withdraw approval for pets in the event of any breach of any condition.
- 21.8. An occupant of a section shall not, without the prior written consent of the Trustees which approval may not be unreasonable withheld, keep any pet in his/her section or on the Common Property.
- 21.9. When granting such approval, the Trustees may prescribe any reasonable condition.
- 21.10. Animals shall not be permitted on the Common Property unless carried or leashed.
- 21.11. Animals shall not be allowed on lawns. Owners of pets shall be responsible for the removal of excrement or refuse left on the Common Property or in private gardens.
- 21.12. Cat litter trays shall not be left on the Common Property and cat litter shall be sealed in bags before disposal.
- 21.13. Aviaries and accommodation for other approved pets may not be erected on the Common Property or, if on an exclusive use area, in such a manner as to be conspicuous or offensive to other occupants or the public.
- 21.14. Owners will be fined up to a maximum of R500.00 for the following reasons concerning their pets (This fine will be included with the monthly levy):
- 21.15. Should their pet be found wandering around the complex unattended and not on a leash.
- 21.16. Should their pet(s) make too much noise,
- 21.17. Should pets fasces on the common property not be cleaned by the owner of the pet; in addition, residents will be liable to pay for damage caused by their pet(s).

22. Servants

- 22.1. No domestic worker, gardener or any other form of labourer/worker may be given lodging or permanent accommodation in the garage of a unit.
- 22.2. No private loans may be made to any labourer or any other entity that is providing a service to the Body Corporate and neither the Trustees nor the managing agent will take any responsibility in this regard.
- 22.3. All domestic workers should have a "Pedestrian" tag to gain entrance and be able to exit Overberg and Equestria Estates. Applications must be done by the owner/resident with days and times the tag will be active and provided to the estate management.
- 22.4. Occupants shall ensure that their servants do not cause excessive noise in their section or on the Common Property
- 22.5. Servants are not allowed to loiter on the Common Property or to remain overnight on any part of the Common Property.
- 22.6. Should servants contravene these Rules; the Trustees reserve the right, if justified, to refuse such servant entry to the Common Property after notifying the employer.
- 22.7. No domestic servants shall be allowed on the Common Property after 20:00 without the consent of the Trustees.

23. Business and other activities

- 23.1. No business, profession or trade may be conducted on the Common Property or in any section without the approval of the Body Corporate.

- 23.2. No auctions or jumble sales may be held on the Common Property or in any section without the prior written permission of the Trustees.
- 23.3. Hobbies causing a disturbance or nuisance are prohibited.

24. Swimming pool

- 24.1. Owners who have a swimming pool in their unit must ensure that water is used sparingly.
- 24.2. No loud noises or gathering in their unit will be allowed especially when causing disturbances to their neighbours.

25. Windows and glass doors

- 25.1. All broken windows and glass doors must be reported to the managing agent within 14 days.

26. External appearance

- 26.1. An occupant of a section shall not place or do anything on any part of the Common Property, including patios, steps and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of a section.
- 26.2. Unless authorized by the Trustees in writing, no decorations may be attached to a section. Applications for consent shall be lodged with the Trustees containing full details of the intended work. Work may not proceed before the written consent of the Trustees has been obtained.
- 26.3. Air-conditioning units shall not be installed in a section unless approved by the Trustees.
- 26.4. No obstructions shall be placed on walkways or any portion of the Common Property.
- 26.5. Awnings are permitted provided they conform to the specs as stipulated by the Body Corporate. These may not be removed when vacating the premises. Refer to the Board of Trustees for the correct specs. Any awnings not conforming to the specs will be removed at the owners cost.

27. Owner's responsibility

- 27.1. The maximum number of permanent residents (longer than three months) permitted to a unit, will be 2 per bedroom. Should this maximum be exceeded, it will cause additional expenses regarding services such as water, sewerage, refuse removal as well as possible damage to the Common Property. Therefore the Trustees will be entitled to increase the monthly levy pro rata to the percentage increase in occupants.
- 27.2. No sub-letting of servant's quarters.
- 27.3. Any Conduct Rule contained herein, that corresponds to any Management Rule, must be reconcilable with the relevant Management Rule and may only be amended by a unanimous decision of the Body Corporate subject that it remains reconcilable with the relevant Management Rules.
- 27.4. The owner of a section shall be responsible for the maintenance and upkeep of:
- 27.5. The garage doors mechanisms of his section
- 27.6. Repair and maintenance of the geyser (s) in the section
- 27.7. Owners shall at all times keep their sections and exclusive use areas in a proper, clean and habitable state.
- 27.8. Owners will be responsible for the paint and cleaning of gutters.
- 27.9. And be responsible for the maintenance of the interior paintwork as well as the cost for clearing of blocked drains originating from his/her section, and maintenance of sanitary equipment, all electrical installations and other interior repairs to their units of whatever nature at their own expense.

28. Interior

- 28.1. Owners shall at all times keep their sections and exclusive use areas in a proper, clean and habitable state and be responsible for the maintenance of the interior paintwork as well as the clearing of blocked drains originating from his/her section, and maintenance of sanitary equipment, all electrical installations and other interior repairs to their units of whatever nature at their own expense.
- 28.2. The owner of a section shall be responsible for the maintenance and upkeep of:

- 28.2.1. the garage doors of his section and mechanism thereof;
- 28.2.2. the plastered inside wall surfaces of exclusive use areas: and
- 28.2.3. repair and maintenance of the geyser (s) in his / her / section: and
- 28.2.4. the periodic cleaning of his / her gutters and downpipes: and all doors of his / her section.
- 28.3. Any owner planning to do any exterior painting must obtain prior written consent from the Trustees with regard to the colour of the paint.

29. Common property equipment and installations

- 29.1. Fire-fighting equipment (if applicable) may under no circumstances be used for any purpose other than that for which it is intended. Fire extinguishers and fire hoses are not to be used for any purpose other than that of fighting fires. Any person found using the fire hoses for any other purpose than fire fighting will be liable for prosecution by the fire department but will also be made to pay for the hose to be resealed by the fire department as well as incur a fine of R500-00 which will be included with the monthly levy.
- 29.2. Under no circumstances may occupants tamper with or have work done on the above systems and installations serving the Common Property. Any defects noticed by occupants must be reported to the Trustees.

30. Gardens and Lawns

- 30.1. All gardening on the common property and private gardens shall be coordinated by the trustees.
- 30.2. **Gardens**
 - No trees/plants/shrubs may be planted or removed from the communal gardens without prior written approval from the trustees.
 - The gardeners are under the management of the Managing Agent and the Trustees. No requests are to be made to the gardeners by any owner or tenant from Monday to Friday.
 - All gardening on the Common Property and private gardens shall be coordinated by the Trustees.
- 30.3. **Plants, shrubs and lawns**
 - may be planted on exclusive use areas provided that such plants, shrubs and lawn may not fall under any category, which is prohibited from time to time in terms of any law, by-law or regulation.
 - shall be planted in such a manner so as not to cause a hindrance or damage to any foundations, walls, pipes, drains or any sewerage system or the electrified security fencing.
 - shall be removed by the owner and any damages caused thereby repaired at the owner's expense, where at the sole discretion of the Trustees such hindrance or damages are caused or is likely to be caused by such plants, shrubs and lawns. If an owner fails to give effect to these provisions then the Body Corporate shall be entitled to remedy any defect, failure or damages caused and to claim such expenses from the owner.

31. Damage, alterations or additions to common property

- 31.1. No alteration may be made to the exterior of the unit as well as the common areas, without the written consent of the trustees. Should council approval be required for the alteration, certified copies of proof of the council's authorisation, as well as copies of any plans, will have to be submitted to the Trustees with such request
- 31.2. Any Security gates (as well as additional garden gates) installed, will have to conform to the design specification for OVERBERG.
- 31.3. Owners are responsible for the proper maintenance (including geyser, light fittings, electrical outlets, TV aerial outlets, plumbing, individual doors, locks and security gates etc.) of their units at their own cost.
- 31.4. A resident may not use his "unit", garage or any part of the common property in such a manner or for any purpose, which is destructive to the building, nor permit it to be so used.
- 31.5. A resident may not make any alteration whatsoever that is likely to impair the stability of the building and other improvements.
- 31.6. A resident may not do anything to his exclusive use area, which is likely to prejudice the harmonious appearance of the building

- 31.7. A resident must keep his exclusive use area free of pests. The owner must allow the Trustees to inspect his unit from time to time and take such action reasonably necessary to eradicate such pests. The body corporate is obliged to bear the costs of the eradication, inspection and replacement of material, which forms part the common property of sections that has been damaged by such pests. Any damage to the deeded portion of the unit will be borne by the owner. Should the damage to common property have been caused by the negligence of the owner of the unit, the costs of repair will be recovered from said owner.
- 31.8. No satellite dishes, antennas, air-conditioning systems, gates, banners, etc are to be fitted to/on the common property without the written consent of the Trustees.
- 31.9. No owner will drive nails, paint, screw into, or otherwise alter or damage the common property
- 31.10. Notwithstanding rule 30.9, an occupant or person authorised by him may install any locking device, safety gate, burglar bars or other safety device for the protection of his section; or Any screen or other device to prevent the entry of animals or insects; provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.
- 31.11. The Trustees shall be notified timeously of any work of whatever nature which is to be undertaken within or to the interior of any section and which will involve activity on the Common Property or cause inconvenience or disturbance to other occupants. Such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other occupants.
- 31.12. Those persons having such work done and those persons performing it, shall at all times cooperate closely with the Trustees and shall in consultation with the Trustees, ensure that proper and satisfactory measures are continuously taken to adequately protect the Common Property from damage, defacement, disfigurement or defilement.
- 31.13. Should workmen fail to cooperate they may be prohibited by the Trustees from working on the premises.
- 31.14. It shall further be the absolute responsibility of those persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly after completion of the project.
- 31.15. The persons having the work done shall be held liable for costs incurred for cleaning and clearing up or reparations done, should the Common Property be left in a dirty, littered or spoiled condition on completion of such work.
- 31.16. When moving furniture or goods in and out of the complex, those persons doing so shall be held liable for the cost of repairing such damage done.
- 31.17. **The following alterations/additions to common property will be allowed on written application to the Trustees:**
- 31.17.1. **DSTV dishes & similar devices** may be installed after Trustee approval on the following conditions:
- a. Each owner may install one DSTV or other satellite dish which size may not exceed the standard size. It must be professionally installed by a registered installer and in such a way to cause no disturbance to other residents.
 - b. The position, size and placement of TV antennae and satellite dishes must not be unsightly.
 - c. The bracket, satellite dish and the cable to the unit will remain the property of the section and may not be removed from the common property when you decide to move out or sell your apartment;
 - d. DSTV dishes may not be installed on boundary walls or above garages.
 - e. All installation and maintenance costs are for the owner's account.
 - f. There may be no claim against the Body Corporate or the Body Corporate building insurance with regard to damage cause by this installation.
 - g. The cable has to be installed on the outside of the building in such a manner that it is as invisible as possible.
 - h. Any damages or consequential damages to the common or private property or any interference with the existing antenna system or reception as a direct or indirect result of the

installation of the satellite dish will be caused to be repaired by the trustees and the costs thereof will be for your account.

- i. No radio amateur masts and antennae's may be installed.
- j. No advertising will be allowed on these satellite dishes except that which is standard.

31.17.2. **Air-conditioning units** may be installed after Trustee approval on the following conditions:

- a. Only split type air conditioners will be allowed
- b. The installation of the air conditioner is done by a reputable company.
- c. The air conditioner has to be installed on the outside of the building in such a manner that it is as invisible as possible,
- d. Noise from the air-conditioner must not be a disturbance to any neighbouring section
- e. Any damp issues caused to the section as a result of the air-conditioner will be the responsibility of the owner.
- f. If the air-conditioner is removed from the section repairs will be for the owners costs
- g. The air-conditioner shall be maintained in a proper working condition according to manufacturer's standards and shall be removed or replaced if it falls into a state of disrepair.
- h. The Body Corporate takes no responsibility for the insurance of any installations caused by an owner.

31.17.3. **Splash Pools, Jacuzzis, and permanent water features** may be installed after Trustees approval has been given on the following conditions:

- a. A design of the pool or water feature by a reputable pool company should be submitted with the application. The size of the pool may not exceed a 30 000 litre pool.
- b. Council approval is required before the installation of the swimming pool; this approval is to be forwarded to the Managing Agents.
- c. Establish that there are no pipes, wires, etc. running underneath the proposed building site that will be affected.
- d. No construction vehicles will be allowed onto the premises which exceeds the tonnage as per rule #6..
- e. Building will happen so as to cause the minimum inconvenience to fellow residents. Building should take place during reasonable times.
- f. At no time may any building material or rubble stand on the communal property, unless the Trustees have granted special permission.
- g. The boundary wall and electric fence must not be damaged during construction, the owner will be held liable for any damages caused to common property.
- h. The backwashing or drainage must be diverted to a drain or garden. Should the complex be geographically located in a dolomite area a monitoring system must be installed to detect water leaks.
- i. All electrical installations require a compliance certificate.
- j. The pump must be placed in such a manner as to not be visual from common property and noise from the pump must not be a disturbance to any neighbouring section. The pump must be in an enclosed unit.
- k. The swimming pool/Jacuzzi/water feature must not be accessible from the common property, for safety reasons and must comply with all applicable legislation.
- l. Please adhere to the conduct rules with regards to noise management.
- m. Any damage to the pavement, gardens, trees, lawn, walls or the common property during installation must be repaired professionally and promptly by the owner.

31.17.4. **Lapa's and braais** may be installed after Trustees approval has been given on the following conditions:

- a. Council approval is required before the installation of the lapa and/or braai area; this approval is to be forwarded to the Managing Agents.
- b. Approved City Council plans must be provided
- c. The size of the lapa may not exceed 15% of the roof coverage of the unit. It may therefore not exceed 20m².
- d. The owner will be responsible for payment of any additional insurance premium,
- e. Proof of permission obtained from the neighbouring units must be forwarded to the managing agents to keep on record.
- f. A fire compliance certificate is required for lapa's
- g. The thatching of a lapa must be treated according to fire regulations.
- h. Any electrical installations in the lapa will require an electrical compliance certificate.
- i. Permanent fireplace /braai facilities may be erected in the same manner and look as the rest of the complex
- j. The work must be carried out by a qualified and NHBRC certified contractor.
- k. The braai will be equipped with a flue (chimney) of at least 2 m in height, as prescribed by the manufacturer of the braai, as well as a rotating cowl which will allow for sufficient escape of smoke
- l. The completed braai must look aesthetically pleasing.
- m. A fire extinguisher must be placed next to the braai area for safety precautions
- n. Gas braai's, Webbers or similar portable braai's may be used in exclusive gardens. Open fires may only be made when the weather permits and if it is on one of the approved devices as mentioned above.
- o. The smoke from braai's must not cause a nuisance to another section.
- p. The maintenance of the lapa is the responsibility of the owner.

31.17.5. **Wendy houses**

No wooden or steel sheds will be allowed. Small plastic tool sheds (max 1.6m high) which are below the perimeter wall of the garden will be allowed, they may not be visible. No wooden or steel sheds will be allowed

- a. No electrical connections or any plumbing may be installed in the Wendy house
- b. The Wendy house may not be used for the purposes of living quarters
- c. The owner will be responsible for payment of any additional insurance premium.
- d. Proof of permission obtained from the bordering units must be forwarded to the Trustees.
- e. The shed must be kept in a state of good repair.



31.17.6. **Awnings** may be installed after Trustees approval has been given on the following conditions:

- a. Aluminium awning by approved design will be allowed.
- b. Awnings must be kept in a clean and maintained condition at all times.
- c. Black will be used for the structure and bronze tint for the awnings itself (see image)

31.17.7. **Solar Energy Collectors**

Owners may install solar water heating collectors or photo-voltaic energy collectors on the roofs of their units at their own cost, subject to the following conditions:

- a. The aesthetic appearance of the collector panels and the position on the roofs shall be approved by the trustees in writing. For purposes of uniformity, suppliers of solar systems will be recommended and prescribed.

- b. Only qualified installers shall fit the installations and integrate it to the existing installation in the unit, certifying that the installation is safe and complies with approved legal and safety requirements. Such certificates shall be presented to the Managing Agent.
- c. The installations shall be insured under the Body Corporate insurance scheme but the pro-rata additional insurance cost and any resulting access fees shall be borne by the owner of the unit and added to his/her monthly levy account.
- d. For water heating systems, the hot water tanks / geysers shall be mounted under the roof, so that only the solar collectors and short pieces of piping is visible from the outside.
- e. Any resulting damage to the structure of the roof of the unit, being caused by leakage or overloading or whatsoever cause of the solar energy system, shall be repaired and paid by the owner.

31.17.8. **Water Tank**

Owners may install rain water tanks on the ground of their units at their own cost, subject to the following conditions:

- a. The aesthetic appearance of the water tank shall be approved by the trustees in writing, after the owner has submitted a plan of the position and construction of the tank and water feeder system from the roof.
- b. The down pipe feeder system design from the gutters shall be approved by the trustees in writing.
- c. Tanks shall not be visible from the common property and only one tank shall be installed. A uniform make of tanks will be specified.
- d. Water from the water tanks shall be for garden watering purposes only and shall not be connected to the municipal water supply.
- e. The owner shall be liable for any damage resulting from the installation of a water tank and spillage thereof.
- f. The water shall be released from the tanks by gravity only and no pumps will be allowed
- g. No pumps will be allowed, due to the noise levels.

31.17.9. **Gutters & Drainpipes** may be installed after Trustees approval has been given on the following conditions:

- a. Gutters and drainpipes may be installed as per the pre-approved specification.

31.17.10. **Enclosing of Patios** may be executed after Trustees approval has been given on the following conditions: ***(NB this only applies to patios that are part of the section and have an existing roof.***

- a. Patios may be enclosed in the following manners:
- b. Enclosed with aluminium stacking doors /
- c. Municipality approval is required for the enclosure this approval is to be forwarded to the Managing Agents
- d. No extension of the patio/roof is permitted.
- e. The intended use of the patio may not be changed.
- f. The maintenance of the enclosure is the responsibility of the owner,
- g. When selling your section, it must be stipulated in the purchase contract that the new owner must take over the responsibilities of the patio enclosures.

31.17.11. .

32. Signs and notices

- 32.1. Traffic signs and road markings on the common property must be obeyed. Traffic must follow entrance and exit signs.

- 32.2. The owner of a unit can, with the written consent of the Trustees, for a maximum of 90 days, display only one "For Sale" board outside the property. Further consent will be required for the period to be extended. This extension will only be granted in increments of 30 days each. The owner may only "show" his unit on weekends during the 90 day period, with the consent of the Trustees, and the show boards will only be allowed on Saturdays and Sundays between 11h00 and 18h00
- 32.3. No tenant / owner shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or of a section so as to be visible from outside the section, without first obtaining the written consent of the Trustees.

33. Water

- 33.1. Water must be used sparingly at all times.
- 33.2. Non-residents are not allowed to wash their cars on the Common Property or to use water obtained from the complex for this purpose.

34. Painting

- 34.1. To ensure uniformity the Body Corporate is responsible for the painting, maintenance, repairs and replacement of:
 - 34.2. facia boards, gutters, roof tiles and downpipes
 - 34.3. the outside window frames
 - 34.4. gates which border directly on communal property
 - 34.5. the post boxes
 - 34.6. the water meter (s) in each section
 - 34.7. in the event of malicious damage, neglect or problems resulting from work undertaken by the owner or his contractor, the above will remain the full responsibility of the owner.

35. Security

- 35.1. All residents will be issued with a tag. The cost of the tag/s will be for the account of the owner/tenant. Tag/s will be issued on request by the Trustees.
- 35.2. For security reasons, kindly ensure that the gate is not left open after entering or leaving the complex.

36. Liability

- 36.1. Residents are liable for any damage caused by themselves, children, visitors or domestic workers to the communal property.

37. Complaints

- 37.1. Any complaints arising out of the application or lack of observance of the House Rules must be directed to the Trustees of the Body Corporate, in writing, through the Managing Agent. Full details (time, date, names, and nature of complaint) must be supplied.

38. Eradication of pests

- 38.1. An owner shall keep his section free from pests, mice, rats, white ants, borer and other wood destroying insects and shall immediately report to the Trustees the presence of such pests within a section, its exclusive use area or any part of the common property.
- 38.2. In the event of the owner not adhering to point 39.1, he shall permit the trustees, the managing agent and their duly authorized agents or employees to enter his section and taking such action, as may be reasonable necessary to eradicate such pests.
- 38.3. The cost of the inspection and eradicating of any such pests as may be found within the section and exclusive use areas, replacement of any woodwork or other material forming part of such section which may have been damaged by any such pests shall be borne by the owner of the section concerned.

39. Implementation of fines

- 39.1. For the enforcement of any of the Rules of the Body Corporate, the Trustees shall be entitled from time to time, to implement a system of fines and penalties to serve as a deterrent for any contravention of these Rules and to enforce compliance with these Rules.
- 39.2. Any fine imposed by the Trustees are subject to amendment, repeal and/or ratification by the Members in General Meeting.
- 39.3. In the event of a transgression of any of these Rules, the following fining system will be implemented by the Trustees and/or the Managing Agent on their behalf:
- 39.4. A letter of demand shall be addressed to the owner and/or transgressor and which demand shall convey details of the alleged transgression with reference to the time, date, place, incident and identity of the alleged transgressor(s) and which demand shall require from the owner to remedy any breach or to refrain from transgression the Rules;
- 39.5. Should the owner fail to adhere to the demand letter and/or fail to remedy his breach or to refrain from transgression of the Rule, then and unless written objection has been received from the owner/transgressor concerning the alleged contravention, the prescribed fine will be implemented and levied against the owner’s levy account and shall become payable as if such fine is part of the normal levy due by the owner.
- 39.6. If the transgression is disputed and upon receipt of a written objection from the owner/transgressor, a Committee of three persons to be appointed for this purpose and to be chaired by the Chairperson of the Board of Trustees, will convene a meeting with the owner/transgressor within a period of 10 (ten) days from receipt of the written objection in order to adjudicate upon the matter.
- 39.7. The meeting shall take place at the time, date and venue and in accordance with such procedure as may be prescribed by the Chairperson, provided that the Rules of Natural Justice shall be applied and at which meeting the owner/transgressor shall be entitled to raise his objection/defence and to call witnesses.
- 39.8. Should the owner/transgressor refuse to comply with the or fail to accept the decision, such dispute can then be referred to arbitration to be adjudicated in terms of the provisions of Prescribed Management Rule 71, Annexure 8 of the relevant Act.
- 39.9. Where a provision of these Rules are contravened and where the owner/transgressor persists to transgress these Rules, the fine as implemented by the Trustees shall be applied and levied on a monthly basis for as long as the transgression endures.
- 39.10. Implementation of fines per offence not mentioned in above rules are as follows:

Description of transgression	1st Offence	2nd Offence	3rd Offence and subsequent offence
Disturbing the peace: see conduct rules	Warning letter of offence	R250.00	R500.00
Security: Abuse of security staff or caretaker, general abusive behaviour	R500.00	R750.00	R1000.00
Pets: Barking dogs, pets being a nuisance	Warning letter of offence	R250.00	R500.00
Environment: Littering, damage to plants on common property	Warning letter of offence	R250.00	R500.00
General: Consumption of alcohol on common property, illegal parking, use of fireworks, vandalism, illegal subletting	Warning letter of offence	R250.00	R500.00
Speeding and loud music	Warning letter of offence	R250.00	R500.00

- 39.11. The owner shall be liable for the payment of any fine imposed in respect of his tenant/ occupant of his unit and it shall be the responsibility of the owner to claim the amount of the fine from his tenant/occupant.
- 39.12. For the enforcement of these Rules or in respect of any action to be taken to enforce or implement penalties, the Trustees/Managing Agent shall be entitled to appoint an attorney to execute any of their rights in terms of these Rules.
- 39.13. The decision of the committee will be final and binding

40. Conclusion

- 40.1. The Trustees are exempt from any claims or liabilities resulting from the implementation of the house rules.
- 40.2. It is trusted that with cooperation and commitment to the House Rules, all at OVERBERG will live a safer, happier and more carefree life.

DECLARATION OF EXCLUSIVE USE AREAS

Common property gardens marked G1 to G71 (inclusive) on the scale layout plan annexed as "A" are exclusive use areas in terms of **Section 27A of the Sectional Titles Act 95 of 1986**. Each garden is reserved for exclusive use of the member of the Body Corporate who is the registered owner from time to time of the section in question.

The gardens are allocated for exclusive use as follows:

No of Exclusive use area	Purpose	Owner of rights
G1	Garden	Owner of section 1
G2	Garden	Owner of Section 2
G3	Garden	Owner of Section 3
G4	Garden	Owner of Section 4
G5	Garden	Owner of Section 5
G6	Garden	Owner of Section 6
G7	Garden	Owner of Section 7
G8	Garden	Owner of Section 8
G9	Garden	Owner of Section 9
G10	Garden	Owner of Section 10
G11	Garden	Owner of Section 11
G12	Garden	Owner of Section 12
G13	Garden	Owner of Section 13
G14	Garden	Owner of Section 14
G15	Garden	Owner of Section 15
G16	Garden	Owner of Section 16
G17	Garden	Owner of Section 17
G18	Garden	Owner of Section 18
G19	Garden	Owner of Section 19
G20	Garden	Owner of Section 20
G21	Garden	Owner of Section 21
G22	Garden	Owner of Section 22
G23	Garden	Owner of Section 23
G24	Garden	Owner of Section 24
G25	Garden	Owner of Section 25
G26	Garden	Owner of Section 26
G27	Garden	Owner of Section 27
G28	Garden	Owner of Section 28
G29	Garden	Owner of Section 29
G30	Garden	Owner of Section 30
G31	Garden	Owner of Section 31
G32	Garden	Owner of Section 32
G33	Garden	Owner of Section 33
G34	Garden	Owner of Section 34
G35	Garden	Owner of Section 35
G36	Garden	Owner of Section 36
G37	Garden	Owner of Section 37
G38	Garden	Owner of Section 38
G39	Garden	Owner of Section 39
G40	Garden	Owner of Section 40
G41	Garden	Owner of Section 41
G42	Garden	Owner of Section 42
G43	Garden	Owner of Section 43
G44	Garden	Owner of Section 44

G45	Garden	Owner of Section 45
G46	Garden	Owner of Section 46
G47	Garden	Owner of Section 47
G48	Garden	Owner of Section 48
G49	Garden	Owner of Section 49
G50	Garden	Owner of Section 50
G51	Garden	Owner of Section 51
G52	Garden	Owner of Section 52
G53	Garden	Owner of Section 53
G54	Garden	Owner of Section 54
G55	Garden	Owner of Section 55
G56	Garden	Owner of Section 56
G57	Garden	Owner of Section 57
G58	Garden	Owner of Section 58
G59	Garden	Owner of Section 59
G60	Garden	Owner of Section 60
G61	Garden	Owner of Section 61
G62	Garden	Owner of Section 62
G63	Garden	Owner of Section 63
G64	Garden	Owner of Section 64
G65	Garden	Owner of Section 65
G66	Garden	Owner of Section 66
G67	Garden	Owner of Section 67
G68	Garden	Owner of Section 68
G69	Garden	Owner of Section 69
G70	Garden	Owner of Section 70
G71	Garden	Owner of Section 71

