

BODY CORPORATE HANLY PARK, WATERFALL, KWA ZULU NATAL

Registration No SS 95203 (26-05-95)

CONDUCT RULES.

(Effective from 01-09-96 as amended)

(Third amendment: Approved at the Annual General Meeting of the Body Corporate 21-06-2011, Shown in bold italics)

[Having been enhanced and as stated in Section 35 (2) (b) of the Sectional Title Act, 1986]

1. PREAMBLE.

Unless the contrary is specifically stated, reference hereafter to an occupier shall embrace all those who are in actual residence, their visitors, their servants/employees and, where applicable, it shall include the Owner(s) of the units. All references herein to the masculine gender shall be Deemed to include the feminine gender and vice versa.

Conduct rules, as approved by the Body corporate (Every owner of a section (unit) is a Member of The Body Corporate acting in terms of the Sectional Title Act of 1986, as amended, are managed and administered by elected trustees of The Body Corporate. These rules shall apply to and be observed by all occupiers of the units comprising "Hanly Park", be they the Owners or Lessees thereof. In the event that the occupier is a lessee of part or the whole of the unit in question, there shall be a duty upon the Owner of that unit to ensure that such lessee is given a copy of these rules and that the relevant/applicable part thereof, is observed at all times by that Lessee, his visitors and his servants/employees, as the case may be.

The Body Corporate and its members do not hold themselves responsible for loss or any injury/accident/death, loss or damage to property or person, whilst in the complex or the recreational or entertainment areas.

1.4 The Body Corporate, or any of its members reserve the right to evict any person whatsoever, who behaves in a disorderly manner, so as to cause a nuisance or endanger the recreation or entertainment area or upon any common property.

1.5 Hanly Park makes use of septic tank sewerage systems. It is the responsibility of all residents to ensure that only waste, which is suitable for the processing in these systems, is allowed into them. The cost of any maintenance to these systems, which has resulted from misuse by residents, will be charged to the owner of the unit concerned.

1.6. Any one infringement of these conduct rules will incur a final letter of warning from the Trustees and any further infringement may result in legal action in terms of the Act.

2. COMMON PROPERTY.

2.1. All land & buildings, except registered sections, from their window center line of section walls & ceiling, comprise the Sectional Title Scheme and are regarded as Common property. Owners of registered Sections within the scheme have a garden area surrounding their section, which may, if the owner obtains approval from the trustees, erect a fence to identify this area, providing that the rules for fencing are strictly observed. It is the owner's responsibility to maintain and repair the hot water cylinder and installation in his unit.

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2.2 Under these rules, owners of sections (Units) will demarcate their garden area as that which

is midway between units on all sides and or the roadway passing their unit, except for units surrounding unit 68, where the trustees will indicate the garden area fence line.

2.3. The only common walks in the scheme will extend, at minimum width of 1.5 (one & a half) metres, North & South past units 23, 43, 44 & 57 and East West between units 26 & 46. Any damage to any fencing of these units will be repaired by the Body Corporate. The walk way is out of bounds to anything except pedestrians, prams, pushcarts, wheelchairs and wheelbarrows.

2.4. Common Property & unit garden areas are created and maintained with care by the section owners and the Body Corporate and need to be respected by adults and children. Garden furniture, fixtures, & fittings however are all private property and must be respected as such. Any damage to these garden areas is damage to the Common Property and is an infringement of the rules.

2.5. No owner or occupier of a Section (Unit) shall place any sign, notice, billboard of 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 the written consent of the Trustees first having been obtained.

2.6. All Common Property lawns & reserve area are cut & maintained by the garden staff, who have right of access to all fenced areas around units.

3. LEVIES.

3.1. In order for the Trustees of the Body Corporate to manager and administer the scheme, it is an obligation on all registered owners to pay the full monthly levy to the Body Corporate.

3.2. Any section (Unit) owner who defaults in payment of the levy, can, within the powers stipulated in the Act, be prosecuted by the Body Corporate and proceedings instituted to recover any unpaid levies. Interest at 25% pa. can be charged on unpaid levies and the defaulter will have to pay the costs of any legal action. Monthly levies are payable by the 7th of the month.

3.3 The amount of the fixed monthly levy shall be determined by a general meeting of the members of the Body Corporate, based on the participation quota of the budgeted projections of expenditure for the ensuing year & the variable levy based on metered water consumption. Owners who require tenants to pay for water consumption, need to make arrangements for the tenants to repay them for the water levy. The Trustees of the Body Corporate are obliged to manage this full monthly charge.

4. THE UNITS IN GENERAL.

4.1. All units are to be maintained in a clean and tidy condition and in a good state of repair. This applies to hot water geysers, all fittings such as blinds, curtains, drains, gutters and other fixtures open to public view. Windows are to be covered by suitable blinds/curtains and curtains should be closed during hours of darkness. Owners/lessees may leave outside lights on whilst away from the Park.

4.2. No person shall make any structural alterations, nor carry out repairs to any external part of the units, without prior written consent of the Trustees. This will include the erection of awnings & garden sheds (for which plans are required), air conditioners/fire places, shutters, alarm systems, satellite TV dishes, etc. Note: Normal TV aerials must be placed in the roof.

4.3. The existing colours of external walls, woodwork, doors (include Garage doors), windows and the like, shall not be changed without the consent of the Trustees.

4.4 The Trustees have the discretion to make their approval on alterations as they see fit in the interest of conformity within the scheme. Additions to units is not permitted as all land outside them is common property.

4.5. Every unit must have a lidded dirt bin to contain refuse bags inside their courtyard. Refuse is collected from the road driveway of each unit every Wednesday from 07h10 by the gardening maintenance team. Only the bags supplied free by the refuse removal company, and which need to be tied closed, will be collected. NO other form of refuse will be collected. Garden cuttings & weeds only, may be placed in the official bags, which must be purchased by the residents. No refuse bags to be placed in the outside collection area after the bags are collected by the contractors, up until the next Tuesday morning.

4.6 Clothes & other washing hanging out to dry, or mats & carpets being aired or dried, shall not be visible to any other unit or passer-by and must be contained within the courtyard or closed garage area.

4.7. Occupiers shall at all times do all things necessary to ensure that drains do not become blocked. In particular they shall ensure that only normal domestic waste is washed down sinks or flushed down toilets. Indiscriminate use of drains and toilets will result in occupiers paying for the drains to be cleared.

4.8. If required, all domestic staff, gardeners and contractors employed within the scheme for the benefit of Section owners will need to be registered by the Body Corporate and be issued with ID badges. This is to prevent unauthorized persons entering the scheme. Those without ID badges will be denied access.

4.9 Children (pre-teens) are not allowed in the swimming pool area without ADULT supervision. The swimming pool hours for children are from 9am to 6pm. Limited refreshments and no glass bottles are permitted in the pool area. Occupiers of the area are required to clear all litter on departure. Visitors to the park are, throughout the duration of their visit, the responsibility of the resident they are visiting.

4.10 In order to observe the peace and quiet of this park, children are to be kept under adequate supervision and not allowed to "run wild". Sunday mornings up to 9:00, are to be observed as rest periods, during which time noise is to be kept to a minimum. Occupiers of units are to ensure that their guests do not cause a nuisance to others. The barking of dogs is to be kept under control at all times, day & night.

4.11 In the interest of safety no person is permitted within an area of construction, including areas where materials are stored and all electro mechanical gates, electricity mains boxes and telephone manholes, are out of bounds to anyone wishing to manhandle them. Call on the caretaker or any Trustee in the event that the gates do not function correctly.

4.12 An owner or occupier of a Section shall not store inflammatory material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

4.13 An owner shall keep his Section (Unit) free from white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the managing agent, and their duly authorised agents or employees, to enter upon his Section (Unit) from time to time for purpose of inspecting the Section (Unit) and taking such action as may be reasonably necessary to eradicate any such pests. The cost of the inspection, eradicating any such pests as may be found within the Section (Unit), replacement of any woodwork or other material forming part of such Section (Unit), which may be damaged by any such pests, shall be borne by the owner of the Section (Unit) concerned.

5. PETS.

5.1. The Body Corporate understands the need for people to keep a pet as a companion and in this regard the following rules regarding pets will apply. These rules are designed to recognize the interest of all occupiers.

5.2. An occupier of a section shall not keep any pet without the consent in writing from the Trustees which approval may not be unreasonably withheld. The reasonable conditions prescribed by the Body Corporate for a pet are:-

- a) *Two small domestic pets are permitted within a section (Unit) at the discretion of the Trustees. All dogs and cats must be neutered or spayed and documented proof must be supplied when applying for permission to keep a pet. All pets must be kept indoors at night. Tenants must obtain the written permission of the unit owner, prior to approaching the Trustees for permission to keep a pet."*
- b) A dog MUST be fenced in to prevent roaming, and its back height from the ground must not exceed 400mm. This rule is made to allow an adequate exercise area within the fence line. The Trustees have the right, should it be necessary to request the SPCA to determine if the exercise area is adequate.
- c) Cats, which are HOUSE animals should be kept as such and NOT BE ALLOWED to roam to other sections. The Trustees have Body Corporate approval to set traps for cats that wander.
- d) Dogs may "Go Walkies" on a leash within the common property and any fouling must be removed immediately by the owner. No dogs are allowed to run free in the reserve. They must be on a leash at all times.
- e) All dogs are to be fitted with a collar carrying the identification of the owner's unit number.

5.3. The Trustees of the Body Corporate have the right to withdraw its approval for a pet should any breach of these rules occur.

6. VEHICLES AND PARKING.

6.1. Motor vehicles owned/driven by occupiers shall not be parked in any area other than in the driveway or garage. The use of these parking areas is restricted to motor cars/bakkies, and parking must not cause obstruction to the flow of traffic. Boats/trailers/caravans etc. may be parked next to the unit wall provided there is only one caravan/trailer and that prior approval has been obtained in writing from immediate neighbours and the Trustees.

6.2. Major repairs to vehicles of any kind are not permitted within the complex.

6.3. The washing of vehicles is only permitted on the driveway or lawn and garage doors are to be kept clean at all times.

6.4. The drivers of motor vehicles (cars/bakkies/motorcycles/etc) shall observe a speed limit of 10km per hour from entering to leaving the scheme. Children & the aged have right of way on the roads and care must be taken not to cause them any inconvenience.

7. LEASING OF UNITS.

7.1. Should the Owner of a unit, acting personally or through an agent, wish to let his unit, he or the agent shall apply in writing to the Trustees in each instance, for approval and shall at the same time furnish a copy of the proposed agreement or lease & no lessee shall occupy a unit until approval has been granted in writing by the Trustees.

7.2. When an owner wishes to let his unit, it is a condition precedent to any such letting and/or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is to be given, as the case may be, an undertaking in favour of the Body Corporate that such lessee or person is aware of the provisions of these Conduct Rules, and shall duly observe all the regulations and conditions as are contained in these Conduct Rules and in the Act. Such undertaking shall be in such terms as the Trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such lessee or person being given occupation of the section.

7.3. The Trustees shall be entitled to require the Owner and or the prospective lessee to appear before them at /on a fixed time and date and to furnish such details as the Trustees may reasonably require in order to come to a decision as to whether:

- a) The prospective lessee is a fit and proper person to have living in the complex;
- b) The prospective lessee's occupation of the unit in question is unlikely to cause friction with other occupiers of a breach of the peace.

7.4. The Trustees shall be entitled, upon due consideration, to refuse the said application, in which event it shall notify the Owner of the unit accordingly. It may, but shall not be obliged, to furnish reasons for the refusal.

8. FENCING.

8.1. Owners may erect fencing as follows;

- a) Only wooden approved SABS treated picket and ranch style fencing on SABS treated Gum poles is allowed.
- b) Maximum height of fencing 1.2 meters.
- c) Areas for dogs MUST have picket fencing with closing gates at the unit wall junction.
- d) With the exception of units 15, 16, & 20 where front and back both face roads, all units MAY NOT erect any fencing further than the face brick wall of the unit facing any road. This is to ensure that there is a "Green" area on both sides of any road. Trustees may be consulted when in doubt.

e) All wooden fencing must be treated with "WAXOL" once, or "Carbolinium" every two years, or be painted in "Heritage Green" and all within 3 weeks of completion.

8.2. Owners with any fencing, which does not comply with these rules, will need to conform within 3 (three) months, to avoid the Body Corporate having to make the changes at a cost for the Owner.

9. TERMINATION OF OCCUPATION.

9.1 The admin. Managers need to be advised prior to any termination of residence in order for them to prepare a levy clearance certificate and to obtain details of the new Owner/Occupier, if any. A final water meter reading also needs to be taken and consumption charged up to the day of termination of occupation. Note: Failure to obtain a levy clearance certificate could delay transfers etc.

10. THE ENVIRONMENT.

10.1 All of us fortunate enough to live in Hanly Park need to constantly remember that we are part of a proclaimed nature reserve and appropriate behavior from us all is required to preserve this asset. Within our park we have recreational facilities for our own private use and we need to look after these.

10.2 This means NO litter, NO unwanted noise, NO alcohol/bottles/glass/dogs in the swimming pool area, ONLY soft soled rubber shoes or bare feet in the tennis court where the net is to be slacked off after a game, NO boats/homemade canoes/etc in the bass dams, NO flora and fauna to be removed, NO joy riding in the nature reserve. YES to the abundance of birds and eagles, YES to colourful gardens and YES to indigenous flora. A BIG NO to the feeding of monkeys (yes they are here), or any other wild animals, which may visit us.

10.3 Finally, we are all responsible for the environment we have, let us all make sure we don't damage it. The discharge of any kind of fireworks, guns, pellet guns or catapult, except in self-defense, is banned in Hanly Park.

11. INSURANCE.

11.1 Under the Section Titles Act the body Corporate has an obligation to insure all buildings, additions and improvements to the Common Property against any of the following:-

- a) Fire, lightning and explosion.
- b) Riot, civil commotion, strikes, lockouts, Labour disturbances or malicious persons acting on behalf of or in connection with any political organization.
- c) Storm, tempest and flood.
- d) Earthquake.
- e) Aircraft and other aerial devices or articles dropped there from.
- f) Bursting or overflowing of water tanks apparatus or pipes.
- g) Impact with any of the buildings or improvements by any road vehicle, horses or cattle.
- h) Housebreaking or any attempt thereat.
- i) Loss of occupation or loss of rent in respect of any of the above risks.
- j) Public liability insurance.

NOTES

1. The Body Corporate is required by law to insure at building replacement cost, which must also reflect the costs of demolition, site clearance, professional fees, any Public Authorities requirements that may be necessary and an allowance for extraordinary fixtures and fittings.
2. The units are currently insured at a building replacement cost of **R19 450.22** per square metre, which figure includes the undivided shares of the sections in the common property.
3. It is the Body Corporate's duty to ensure that average is not applied in the event of a claim and that insurance cover is adequate at all times. We would recommend that the Annual General Meeting consider instructing that the complex be professionally valued for insurance purposes. The cost of undertaking such a valuation is relatively high although updates in subsequent years will not cost a great deal.
4. Owners who have installed additions to their units and/or who believe that the cover determined by the Annual General Meeting in respect of their units is not adequate, have the right to instruct the managing agents to increase the insurance cover to what they deem to be the correct building replacement cost. The additional premium involved in such cases is for the relevant unit owner to pay.

NB Our average clause has been amended to comply with the requirements of the Act wherein average is applied to the individual units as opposed to the entire complex as a whole. It is therefore also the responsibility of the unit owner to ensure he/she is adequately covered as the Trustees cannot be expected to know whether he/she has gold taps/airconditioners/jacuzzi/granite tops etc etc. In the event that the Trustees have not arranged for an adequate sum insured for the complex but individual owners have independently increased their sections, then in the event of a claim average will not apply to that particular unit but will apply to the balance of the units.
5. No Units have a higher sum insured.
6. Cover in terms of your policy specifically excludes subsidence and landslip. In certain instances this cover can be included for an additional premium subject to acceptance by insurers of a geotechnical survey report as well as an engineers' report.
7. Storm damage to retaining walls is specifically excluded but can be reinstated subject to written confirmation that the walls were constructed to engineers specifications and are in good condition.
8. If any unit(s) is unoccupied for 30 consecutive days an additional first amount payable of 20% of claim applies to Theft and Malicious Damage losses in addition to any standard first amount payable. Theft and Malicious Damage cover is automatically suspended if the premises are unoccupied in excess of 30 consecutive days and it is essential that we be advised immediately in order for written agreement to be obtained from insurers.

11.2 The Trustees must present to the members and the mortgages at each annual general meeting a schedule of the replacement value of all buildings and improvements in the scheme as well as the estimated replacement value of each unit.

11.3 The Body Corporate pay the insurance premiums based on their estimates out of levy Income. Owners however may wish to increase the replacement cost but will have to pay the excess premium to the Body Corporate.

11.4 All of this means that Owners do not have to have additional insurance to cover their units i.e. Homeowners insurance. Should we so wish, we may, as individuals, take out cover for the contents, fixtures and fittings in and around our units.
