

SECTION 35(2)(a) : MANAGEMENT RULES

ELEMENTS PRIVATE GOLF RESERVE

In terms of Section 32(4) of the Sectional Titles Act Nr. 95 of 1986 the liability of the owner of any section to make contributions for the purposes of Section 37(1)(a) of the said act is modified as follows:

The determination made in terms of Section 32(4) of the Act for the purposes of Rule 31(1) shall be that the owner's liability to made contributions for the purposes of Section 37(1)(a) of the Sectional Titles Act, shall be borne by the owners in equal shares.

SECTION 35(2)(b) : CONDUCT RULES

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1. PRELIMINARY

- 1.1 These Rules of Conduct is based on Section 35(a) & (b), of the Sectional Titles Act, Act no 95 of 1986, as amended, and are subject to change.
- 1.2 These Rules of Conduct, shall not be added to, amended to nor repealed, except in accordance with Sections 35(3) & (5), of the Sectional Titles Act, Act no 95 of 1986.
- 1.3 These Rules of Conduct are for the control of the behaviour and enjoyment of all owners of property [units, erven], that function within this Sectional Title Scheme, known as the Body Corporate of Elements Private Golf Reserve.
- 1.4 These Rules of Conduct are for the control of the behaviour and enjoyment of all common property that function within this Sectional Title Scheme, known as the Body Corporate of Elements Private Golf Reserve.
- 1.5 This Body Corporate and the duly nominated elected Board of Trustees of this Body Corporate, subject to these Rules of Conduct, the Management Rules and the Act, shall be responsible for the enforcement of these Rules and the Act for the proper administration, control and management of the affairs of the Body Corporate, for the benefit of the Body Corporate and all owners.

2. INTERPRETATION

- 2.1 In the interpretation of these Rules, unless the Rules require otherwise -
 - 2.1.1 The word and expression to which a meaning has been assigned by this Rules of Conduct or the Act, shall bear the meanings assigned to them.
 - 2.1.2 The headings to the respective rules are provided for convenience of the reference only, and are not to be taken into account in the interpretation of the Rules.
- 2.2 In these Rules unless a contrary intention clearly appears from the context:
 - 2.2.1 Words importing:
 - 2.2.1.1 Any one gender includes the other two genders;
 - 2.2.1.2 The singular includes the plural and vice versa;
 - 2.2.1.3 Natural persons include creative activities and vice versa.

3. DEFINITION

- 3.1 The following terms shall the meanings assigned to them by these Rules of Conduct or the Act:
 - 3.1.1 “**the Act**” - the Sectional Titles Act No. 95 of 1986, as amended from time to time and any regulations made and in force there under.
 - 3.1.2 “**Architectural Standards**” - Means the Architectural Standards prepared by the Developer or the Body Corporate.

- 3.1.3 **“Body Corporate”** - In relation to the building or buildings, and the land on which such a building is situated, means the Body Corporate of that building or buildings referred to in Section 36(1), of the Act.
- 3.1.4 **“Building / Buildings”** - Means the structure or structures of a permanent nature erected or to be erected and which is shown on a sectional plan as part of the scheme.
- 3.1.5 **“Common Property”** - in relation to this scheme, means:
- 3.1.5.1 the Land included in the scheme;
 - 3.1.5.2 Such parts of a Building or Buildings which are not included in a Section;
 - 3.1.5.3 Land as been transferred to in Section 26, of the Act;
 - 3.1.5.4 All Flora in the soil of the land of the Scheme;
 - 3.1.5.5 All Fauna on the land of the Scheme;
 - 3.1.5.6 All roads, tar or gravel, within the boundaries of the land of the Scheme;
 - 3.1.5.7 Golf Course and amenities.
- 3.1.6 **“Contractors Code of Conduct”** - Means the Contractors Code of Conduct prepared by the Developer or the Body Corporate, and which are annexed hereto as annexure A, which forms part of this rules of conduct, and are subject to change.
- 3.1.7 **“Court”** - Means the Provincial or Local Division of the High Court having jurisdiction and, for the purpose of Section 44, of the Act, a Magistrate’s Court having jurisdiction.
- 3.1.8 **“Developer”** - Means a person who is the registered owner of land, situated within the area of jurisdiction of a local authority, on which is situated or erected a building or buildings which he has divided or proposes to divide into two or more sections in terms of a scheme, or his successor in title, and includes:
- 3.1.8.1 for the purposes of Sections 10 and 15(3)(c), of the act, also the agent of any such person or his or her successor in title, or any other person acting on behalf of any of them;
 - 3.1.8.2 for the purpose of rebuilding any building that is deemed to have been destroyed, as contemplated in Section 48, of the act, the body corporate concerned.
- 3.1.9 **“Domestic Worker”** - A person or persons employed by an owner or lessee of immovable property that function within this scheme.
- 3.1.10 **“Employee’s”** - Means the person or persons employed by this scheme and including any service contractor and his employee’s.
- 3.1.11 **“Erf”** - Means vacant soil where no structure or building of a permanent nature is erected, and more fully described in the real right.

- 3.1.12 **“Exclusive Use Areas”** - Means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections as contemplated in section 27A, of the Act.
- 3.1.13 **“Fauna”** - Means all the indigenous animals, birds, fish and insects which are in or on the land of the scheme.
- 3.1.14 **“Flora”** - Means all the indigenous grass, plants, shrubs and trees which are in or on the land of the scheme.
- 3.1.15 **“Lessee”** - Means a person or institution, who for the use and enjoyment of immovable property, which function within this scheme, occupies and pays rent in any form or structure, to any person or institution which functions as an owner within this scheme as appointed by a developer.
- 3.1.16 **“Lessor”** - Means a person or institution, who for gain, receive rent for immovable property, which function within this scheme, from another person or institution for the use and enjoyment of the immovable property.
- 3.1.17 **“Local Authority”** - Means a municipality contemplated in Section 151 of the Constitution of the Republic of South Africa, Act 108 of 1996, exercising jurisdiction in the area in which the land is situated.
- 3.1.18 **“Noxious”** - Means any grass, plant, shrub and tree that are harmful and toxic for human and animal life when consumed.
- 3.1.19 **“Owner”** – Means, in relation to:
- 3.1.19.1 immovable property, subject to paragraph 3.1.19.2, the person or persons registered as owner or holder thereof and includes the trustee in an insolvent state, a liquidator or trustee elected or appointed in terms of the Agricultural Credit Act, no 28 of 1966, as amended, the liquidator of a company or close corporation which is an owner, and the executor of an owner who has died, or the representative, recognised by law of an owner who is a minor or of unsound mind or is otherwise under a disability, if such trustee, liquidator, executor, or representative is acting within the scope of his/her authority;
 - 3.1.19.2 immovable property, real rights in immovable property and notarial bonds –
 - 3.1.19.2.1 registered in the names of both spouses in a marriage in community of property, either one or both of the spouses;
 - 3.1.19.2.2 registered in the name of only one of the spouses and forming part of the joint estate of both spouses in a marriage in community of property, either one or both of the spouses;
- And “owned” and “ownership” have a corresponding meaning.
- 3.1.20 **“Prescribed”** - Means prescribed by this rules of conduct, the management rules and the act and regulations.

- 3.1.21 **“Rules”** - Means the management and conduct rules of this body corporate, for the control, management, administration, use and enjoyment of the common property.
- 3.1.22 **“Section”** - Means a section shown as such on a sectional title plan.
- 3.1.23 **“Trustees”**
- 3.1.23.1 Trustees are the nominated and elected owners or persons, at any annual general meeting of the body corporate, for its duties to include the proper management of the affairs of this body corporate.
- 3.1.23.2 It will include also any alternative trustee member.
- 3.1.24 **“Unit”** - Means a section together with its undivided share in common property, apportioned to that section, in accordance with the participation quota of the section.

RULES OF CONDUCT
ELEMENTS PRIVATE GOLF RESERVE

1. ANIMALS, REPTILES AND BIRDS

- 1.1 No owner or occupier of immovable property or section shall not, without the written consent of the body corporate, keep any dog, cat or reptile or bird on the immovable property or common property, or within his or her section, which approval may not be unreasonably withheld.
- 1.2 The body corporate, when granting such written consent, may prescribe reasonable conditions.
- 1.3 The body corporate may withdraw such approval in the event of any breach of conditions prescribed in terms of sub-rule (b).
- 1.4 No animal, reptile or bird that will be harmful to the indigenous fauna and flora will be allowed in or on the land of the scheme.
- 1.5 The local authority bylaws relating to pets will be enforced.
- 1.6 No poultry, pigeons, aviaries or livestock may be kept on the land.
- 1.7 Owners or lessees shall tag their dog or cat with the owner or lessees name and telephone number.
- 1.8 No dog or cat shall be allowed off the owner or lessees premises, unless such dog or cat are under strict control by the owner or lessee and on a leash.
- 1.9 Should any dog or cat prove to be a continual nuisance to other residents, the body corporate shall call on the owner of the dog or cat to remove it and by failure to adhere, the body corporate shall proceed with legal proceedings for the cost account of the relevant owner.
- 1.10 No guest or visitor shall be allowed to introduce a dog, cat or reptile onto the soil and land of the body corporate, and the body corporate shall call on such owner of the animal to remove it with immediate effect and by failing to do so, by such animal owner or refusal to adhere to the plea of the body corporate, the body corporate shall have the power to remove such animal and if there are any costs involved to do so for the body corporate such animal owner will bear such costs.
- 1.11 The management of the fauna and flora on the estate is contracted to Klaprops 69 (Pty) Ltd.

2. APPEARANCE FROM OUTSIDE

- 2.1 No owner or occupier of immovable property or a section shall not place or do anything on any part of the common property, including any balconies, patios, stoops and gardens, which in discretion of the body corporate or trustees is aesthetically displeasing or undesirable, when viewed from the outside of the section.

- 2.2 No owner or occupier shall hang out or place any garment, household linen or washing of any kind, any where on the common property to dry except in such area designed for such purpose.

3. ARCHITECTURAL STANDARDS

- 3.1 All buildings or structures to be erected by owners of erven, on the erven, permanent or non permanent shall be in accordance to the architectural standards as been prepared by the developer, and the body corporate shall enforce these standards at all times, and these standards are subject to change by the developer or the body corporate.
- 3.2 All building plans, additions or extensions to existing buildings, shall comply with the architectural standards prepared by the developer, and must e approved by the trustee members of the architectural sub-committee, to ensure compliance thereto.
- 3.3 The paint colour for all steelwork/built structure to be erected by any owner or have been erected by the developer, shall be the colour used by the developer, and no other colour shall be used without the consent in writing thereof by the body corporate.
- 3.4 All buildings or structures to be erected by owners on any erven shall further comply with the following:
- 3.4.1 The National Building Regulations, SABS 0400 of 1990;
- 3.4.2 The building by-laws of the Local Authority;
- 3.4.3 The building and electrical installation regulations as been prescribed in the Occupational Health and Safety Act, Act 85 of 1993, as amended.

4. COMMON PROPERTY

- 4.1 An owner or occupier of a section shall 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 consent of the trustees.
- 4.2 An owner or occupier shall not tamper, under any circumstances, with or have any work done on any electrical or water apparatus which service the common property.
- 4.3 No owner or occupier or any other persons except the trustees or a building contractor shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property, or of a section, without first obtaining the written consent of the trustees.
- 4.4 An owner or occupier or any of their children, visitors and guests and domestic workers shall not deposit or throw, or permit to allow to deposit or throw any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever, on any part of the common property.
- 4.5 Any defects in or on the common property or any faults must be reported to the trustees.
- 4.6 An owner or person authorised by him or her may install, provide that the trustees have first approved in writing the nature and design of the device and the manner of its installation:

4.6.1 Any locking device, safety gate, burglar bars or any other safety device for the protection of his section, his personal belongings or safety.

4.6.2 Any screen or other device to prevent the entry of animals or insects.

5. COMMERCIAL ACTIVITIES

5.1 No commercial activities shall be allowed on any part of the common property of the body corporate, except in the areas designated by the developers appointed agents.

5.2 The only permitted area for any commercial activities shall be the golf clubhouse or the greens in golf tournaments, and the trustees shall have first in writing consent thereto for each such tournament and may make any reasonable rules regarding such tournament.

6. CONTRACTORS ACTIVITIES

6.1 All building activities within this scheme's boundaries shall be controlled and managed in an orden manner by the body corporate and the trustees.

6.2 All owners are obliged to ensure that building and other contractors in their employ adhere and sign the contractors code of conduct prepared by the developer or the body corporate and strictly adhere to the stipulations thereof.

6.3 A copy of the contractors code of conduct is hereto annexed as annexure A.

6.4 No building activities will be allowed on any property if the contractors code of conduct is not signed and handed in at the trustees.

7. DOMESTIC REFUSE

7.1 The removal of domestic refuse, garden and other refuse shall be under the control of the body corporate which may, in exercising its functions in this regard from time to time by notice in writing to all owner or occupiers concerned:

7.1.1 Lay down the type and size of refuse containers to be obtained and used;

7.1.2 Give directions in regard to the placing of refuse for collection and removal.

7.2 All refuse, whether domestic or garden, must be kept in the said containers, which must be placed out of sight of both road and open areas except when put out for collection and removal.

7.3 Where any item of refuse is of such a size that it cannot be conveniently removed by the refuse removal services provide or arranged by the body corporate, the trustees may give directions as to the manner in which such refuse will be disposed of.

8. DOMESTIC WORKERS

8.1 No domestic workers shall reside on any part of the common property except in such designated building, design for such occupation.

8.2 An owner and occupier of a section shall ensure that their domestic worker at all times abide and adhere to the rules of the body corporate.

9. EMPLOYEE'S

- 9.1 The employee's of the body corporate will take no instructions from any owner or occupier except from the trustees.
- 9.2 Any problems experienced with the employees of the body corporate, shall be reported to the trustees, and under no circumstances are they to be confronted directly.

10. EXCLUSIVE USE AREA

- 10.1 The owner of any exclusive use area shall pay to the body corporate the additional levy for costs and expenses as to be determined by the body corporate or trustees in accordance with Section 37(1)(b), (c) and (d) of the act for the following expenses:
- 10.1.1 Rates and taxes;
 - 10.1.2 Insurance;
 - 10.1.3 Electricity;
 - 10.1.4 Water;
 - 10.1.5 Any other expenses relating to the exclusive use area, the body corporate or owner are liable for.
- 10.2 The owner or occupier shall at all times keep the exclusive use area in a clean and neat condition.
- 10.3 The owner or occupier shall not use the exclusive use area, or permit it to be used, in such a manner or for such purpose as shall cause a nuisance to any other owner or occupier.
- 10.4 All other rules of conduct as set out herein, the management rules of the scheme and the act and or regulations, shall be enforceable on the exclusive use area of each such area.

11. ENVIRONMENTAL CONTROL

- 11.1 Klaprops 69 (Pty) Ltd and an appointed member of the body corporate shall control and manage the environment to the benefit of the body corporate in accordance with the regulations made in terms of the Environmental Conservation Act, Act no 73 of 1989, or any other permit granted in terms of this act or the Environmental Conservation Act, Act 100 of 1982.
- 11.2 The body corporate and or the trustee members shall be entitled to prohibit access to any part of the open spaces in order to preserve the natural fauna and flora, and no person shall enter such area without the written approval of the trustee members.
- 11.3 No person shall do anything that detrimentally affects the amenities, fauna or flora of this body corporate, or unreasonably interfere with the use or enjoyment of the common property.

- 11.4 All animals, birds and wildlife shall have the right of way at all times within the boundaries of this body corporate, and when necessary vehicles shall be brought to stop.
- 11.5 No hand feeding of any fauna by any owner, occupier or visitor will be tolerated.
- 11.6 No helicopters or any other means of aerial conveyance may be landed or used at any place within the boundaries of this body corporate, without the written approval of the trustees.
- 11.7 No open fires shall be lit, except in such places as may be designated for or approved for any properly constructed fireplace or braai.
- 11.8 No collection of any flora for the use as fire wood will be allowed or tolerated.
- 11.9 Flora shall not be removed by any owner or any other person from the soil of the body corporate, unless written approval has been obtained from the trustees.
- 11.10 Fauna of any nature shall not be chased or trapped, be it by people or domestic animals and will not be tolerated.
- 11.11 Hunting of fauna of any kind is prohibited and will not be tolerated unless deemed necessary by Klaprops 69 (Pty) Ltd as part of the wildlife management program.
- 11.12 Setting of snares for the capture of fauna of any kind is prohibited and will not be tolerated.
- 11.13 No person shall discharge a firearm, air rifle, crossbow or any similar weapon anywhere on the land except in self defense.
- 11.14 No rubble or refuse may be dumped or discarded in or on any open spaces which is common property, including open areas not used for residential purposes, streets, lakes, golf course and side walks.
- 11.15 No vehicles shall be driven by any person at a speed in excess of 30km per hour, a lower speed limit may be imposed and enforced by the body corporate or trustees.
- 11.16 The driving of any motorised vehicles within the boundaries of this body corporate is confined to roads and driveways only.
- 11.17 No person shall pollute any or permit the pollution of any natural water streams within the boundaries of the land of the scheme, by any substance which may in any manner be injurious to plants, animals, birds or fish.
- 11.18 No swimming shall be allowed in such water streams.
- 11.19 Owners and or occupiers of sections shall not and will not be permitted to plant any declared noxious flora, and where possible shall not be allowed to grow them in their gardens.
- 11.20 All plants planted by the owner or occupier in the soil of the land of this scheme, who receive growth and feeding of the soil, shall not be removed by such owner or occupier.
- 11.21 No person shall do any gardening or landscaping on the common property, without prior written approval by the body corporate, the body corporate shall in regard to the nature and extent of such gardening or landscaping have the preferential right to refuse or make rules regarding such gardening or landscaping.

- 11.22 The use of any type of fire works without the boundary of this body corporate is prohibited and will not be tolerated.

12. LETTING OF PROPERTY

- 12.1 The owner of the property shall be obliged to ensure that the lessee or occupant abide by these rules.
- 12.2 The owner of the property shall be obliged to ensure that the lessee or occupant is furnished with a copy of these rules and binds himself in writing to subject himself to these rules as from the date of occupancy of the property.
- 12.3 In the event of a breach of these rules by a lessee or a member of the lessees household or family or employees or guests, the owner of the property shall be held liable for such breach as he have been the transgressor.
- 12.4 No property may be rented out without the consent of Klaprops 69 (Pty) Ltd as all commercial rights in this regard are vested in the developer (Seller).

13. NEIGHBOURLINESS

- 13.1 No business activity or hobby, which causes aggravation or nuisance to fellow owners or occupiers, may not be conducted, including but not limited to auctions and jumble sales.
- 13.2 The volume of music or electronic instruments or other sources of noise, partying and the activities of domestic workers should be restricted to a level or should at all times take place in such manner as not to be heard on adjoining properties or in adjoining sections, and therefore complete or tolerated silence shall be maintained during:
- | | | |
|--------|--------------------|-------------------------|
| 13.2.1 | Monday to Thursday | 20h00 to 07h00 |
| 13.2.2 | Friday to Saturday | 22h00 to 09h00 |
| 13.2.3 | Sunday | complete day of silence |
- 13.3 The private use of power saws, lawn mowers, and the like, shall only undertake between the following hours:
- | | | |
|--------|------------------|--------------------------|
| 13.3.1 | Monday to Friday | 08h00 to 17h00 |
| 13.3.2 | Saturday | 08h00 to 18h00 |
| 13.3.3 | Sunday | no use will be tolerated |

14. RESIDENTIAL DENSITY

- 14.1 The residential density of sections is controlled within this scheme.
- 14.2 In order to control the residential density, no owner or lessee shall accommodate nor allow the section to be accommodated more than the maximum number of persons permitted to occupy such section, which are:
- | | | |
|--------|-------------------|-----------|
| 14.2.1 | 1 bedroom section | 2 persons |
|--------|-------------------|-----------|

- 14.2.2 2 bedroom section 4 persons
- 14.2.3 3 bedroom section 6 persons
- 14.2.4 4 bedroom section 8 persons
- 14.2.5 5 bedroom section 10 persons

14.3 A bedroom shall mean a room so indicated as a bedroom on any building plan.

15. USE OF VEHICLES

- 15.1 No vehicles shall enter or leave the land or scheme at any point except at the entrance gates, except in special circumstances and then only with the consent of, or at the discretion of the trustees.
- 15.2 All vehicles entering the land or scheme shall stop at the said vehicles entrance.
- 15.3 No vehicles shall enter the land or scheme unless admitted thereto by the guard on duty at the said gate, except where the body corporate has issued to its owner a device enabling such owners to operate the vehicle entrance gate themselves.
- 15.4 No owner shall permit the use of such device for operating the said vehicle entrance gate by any person save another owner, or guests or lessees of such owner.
- 15.5 The body corporate may, by means of appropriate signage designed specifically for the scheme, give such direction as to the use of roads or any portion thereof, as it in its discretion may deem fit, and any failure by any person to obey the same and give effect thereto, shall constitute a contravention of these rules.
- 15.6 Vehicles having a gross vehicle weight in excess of ten tons, shall not be permitted to enter the scheme, except with the consent of the trustees who may, in their discretion refuse such consent or lay down such conditions in granting such consent as he may deem fit.
- 15.7 No person shall drive or ride any vehicle in the scheme in such a manner that would constitute an offence under local, provincial or national road ordinances.
- 15.8 No person shall, within the scheme, park or store any caravan, boat, truck or lorry, except with the consent of the body corporate or trustees in a place designed, or building for such purpose.
- 15.9 The speed limit within the boundaries of the scheme is 30km per hour.

16. SECURITY

- 16.1 Access to the scheme will be controlled at the entrance gate by security officers.
- 16.2 All owners or lessees shall report on arrival or departure report to the security officers.
- 16.3 All visitors and guests shall on arrival or departure report to the security officers.
- 16.4 Guests and visitors will not be granted access if the owner or lessee is not at home or is not aware of such arrival by the visitor.
- 16.5 Any abuse of the security officers by any person will not be tolerated.

16.6 No person shall do anything which is or might be prejudicial to the security of owners or their lessees within the scheme.

16.7 All incidents which will affecting security in the scheme must be reported to the trustees.

17. SPORTING FACILITIES OF THE GOLF CLUB

17.1 Rules relating to booking procedures, tariffs, dress, behaviour, relative to various sporting / recreation facilities, being the golf club, golf course are set out in the golf club rules and regulations, which are hereto annexed as annexure A, which form part of the rules.

18. GENERAL

18.1 All annexes hereto attached shall form part of these rules of conduct and shall be enforceable on all owners, lessees or any other person whatsoever on the land of these scheme.

18.2 No person shall keep anywhere on the land of the scheme, any inflammable substances, provided however, that this rule shall not apply to the keeping of such substances, and in such quantities as may be required for domestic use.

18.3 No building erected anywhere on the land of the scheme shall be used for any other purpose, other than that usage registered for.

18.4 No registered residential property shall be used for any business purposes except with the consent of the developer Klaprops 69 (Pty) Ltd.

18.5 No owner shall operate or conduct a time share scheme as contemplated in the Time Sharing Act, no 75 of 1983, in respect of any unit or section or erf owned by him.

18.6 Burglar alarms must comply with any regulations, which the body corporate may institute.

18.7 No door to door canvassing or selling is permitted.

18.8 Owners or lessees to ensure at all times that their children, employees and visitors do not pose a safety threat to themselves or to any other person or drivers on the roads.

18.9 No unauthorised person shall interfere with the security arrangements of this scheme.

ANNEXURE "A"**CONTRACTORS CODE OF CONDUCT****1. INTRODUCTION**

The main purpose of the following rules is to ensure that all building activity in the estate occurs with the least possible disruption to residents. Owners are obliged to ensure that building and other contractors in their employ sign the contractor's code of conduct prepared by the body corporate and strictly adhere to the stipulations thereof.

2. LEGAL STATUS

The conditions governing building activity, which is set out in this clause, are rules adopted by the corporate and are therefore binding on all owners and other occupants and, through them, on their contractor's and sub-contractors and other invitees are aware of these conditions and comply strictly with them. Owners are therefore obliged to include these conditions in their entirety in any building contracts in respect of property in the estate (and to procure their inclusion in any sub-contract) and all such contracts may be required to be submitted to the body corporate for prior approval. The body corporate has the right to suspend any building activity in contravention of any these provisions and the body corporate accepts no liability whatsoever for any loss sustained by an owner as result thereof.

3. GENERAL CONDITIONS

3.1 Contractor activity is only allowed during the following hours:

06h00 – 18h00 on normal weekdays

07h00 – 13h00 on Saturdays

These times are called "public time".

NOTE: No contractor activity is permitted on Sundays and public holidays without special prior written permission from the body corporate, as these days are viewed as private time. Special applications for contractor activity during private time must be lodged with the body corporate, together with the written approval of all contiguous neighbours, one week prior to the required private time activity.

3.2 During private time contractor will be allowed only one representative per site to act as a watchman. The watchman must display and/or wear the prescribe identification, which is obtainable from the body corporate at R250-00 (two hundred and fifty rand) (which amount will be increased from time to time).

3.3 All the contractor's workers and/or the sub-contractor's workers must enter/exit the estate in an approved vehicle with a temporary access token, or alternatively obtain a casual employment I.D. card at the security gate by lodging a valid I.D. document, which will be allowed to enter/exit the estate on foot.

- 3.4 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facilities provided and that the rubbish is removed weekly and not burnt on site.
- 3.5 The site is to be kept as free as possible of building rubble.
- 3.6 Where materials are off-loaded by a supplier on or partly encroaching onto the pavement or roadway, the material must be removed onto the site by the contractor as soon as possible. No material must be allowed to remain on the roadway or pavement and it is the contractor and owner's responsibility to clear the roadway of all such materials. The same applies to sand or rubble – washed or removed onto the road during building operations.
- 3.7 Deliveries from suppliers must be scheduled in public time only.
- 3.8 It is incumbent on the contractor to provide proper toilet facilities for workers.
- 3.9 Building boards may only be erected if they comply with the body corporate standards, details of which are available from the body corporate.
- 3.10 The owner and the contractor shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or estate property.
- 3.11 Should a contractor breach or allow the breach of any provision of these rules by his employees, workers, sub-contractor or its workers, the body corporate may itself rectify the breach as deemed necessary and claim any expense from the contractor and/or suspend building until such breach is remedied. It may do so at any time and without notice and without recourse from the owner and/or contractor and/or sub-contractor.
- 3.12 The contractor and owner undertake to comply with the above provisions in addition to any further provisions, which may be promulgated by the body corporate from time to time in the forms of a written notification, and to ensure compliance by any sub-contractor employed by the contractor and by all employees and/or workers.