

THE BODY CORPORATE OF
SOMERSET PLACE / SERENO
SS NO. 764/2007

CONDUCT RULES

[Section 10(2)(b) of the Sectional Titles Schemes Management Act, No 8 of 2011]

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PRELIMINARY

A. APPLICABILITY

- (1) *These Conduct Rules, the provisions of the Management Rules, and of Section 13 of the Sectional Titles Schemes Management Act, No 8 of 2011 ('the Act'), as amended from time to time, are applicable to and binding upon all owners of units, lessees and other occupiers of sections.*
- (2) *It shall be the responsibility of an owner to ensure compliance with the Conduct Rules by all occupiers of his section, and his or their visitors, employees, and contractors.*
- (3) *The trustees shall, in accordance with Management Rule 25(4), be entitled to recover reasonable legal costs incurred by the body corporate in enforcing compliance with the Conduct Rules.*

B. INTERPRETATION

- (1) *The clause headings are for convenient reference and shall be disregarded in construing these Rules.*
- (2) *Unless the context clearly indicates a contrary intention: -*
 - (a) *The singular shall include the plural and vice versa; and*
 - (b) *A reference to any one gender shall include the other genders; and*
 - (c) *A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.*
- (3) *Words and expressions defined in any Rule shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such Rule.*
- (4) *Words and expressions defined in the Sectional Title Act 95 of 1986 and annexures shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Sectional Titles Act, No 95 of 1986 and annexures thereto.*
- (5) *When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.*
- (6) *Where numbers are expressed in words and in numerals in any Rule, the words shall prevail if there is any conflict between the two.*

C. DIRECTIVES

- (1) *The trustees may issue Directives in connection with any Conduct Rule.*
- (2) *The Directives shall not be in conflict with any other Management Rule, Conduct Rule or the Guidelines.*
- (3) *The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorized to create further Conduct Rules through their issuing of Directives.*
- (4) *The trustees shall cause copies of any Directives introduced during any financial year, together with copies of Directives approved during previous financial years, to be tabled at the next Annual General Meeting for approval by ordinary resolution majority.*
- (5) *At the Annual General Meeting any Directive tabled and approved by majority vote shall remain a Directive for the ensuing year, but shall lapse if not so approved.*

D. GUIDELINES

- (1) *The trustees shall from time to time prepare and revise Guidelines in respect of exterior alterations referred to in Conduct Rule 4. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colour, and manner of installation required to ensure uniformity of construction.*
- (2) *Unless the existing Guidelines were approved by the members by ordinary resolution majority at the meeting at which these Conduct Rules were adopted, the Guidelines shall be so adopted at the first subsequent Annual General Meeting.*
- (3) *At every subsequent Annual General Meeting any amendments proposed by the trustees shall be tabled for consideration and approved by the members, with or without amendment.*
- (4) *The Guidelines shall, by virtue of these Conduct Rules, be binding upon owners and occupiers and shall be strictly adhered to by them.*

CONDUCT RULES

(Section 10 and annexure 2 of the Sectional Titles Schemes Management Act, 2011 (STSMA))

1. ANIMALS, INSECTS, REPTILES AND BIRDS

- (1) An owner or occupier of a section shall not, without the **prior** consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, insect, reptile or bird (pet) in a section or on the common property.
- (2) When granting such approval, the trustees may prescribe any reasonable condition or conditions and/or Directives.
- (3) Owners and occupiers shall ensure that their pets do not foul the common property, nor cause a nuisance to any other owner or occupier, nor cause injury to any other owner or occupier, nor cause damage to their property or to the common property. These requirements shall be regarded as conditions imposed by trustees under sub-rule (2), without detracting from the trustees' discretion to impose further conditions and/or Directives.
- (4) Holiday makers, visitors and guests are not allowed to bring their pets onto the premises.
- (5) The trustees may withdraw any approval referred to in sub-rule (1) in the event of breach of any condition or Directive prescribed in terms of sub-rule (2) or breach of any other conduct rule, upon which the owner or occupier must remove the animal, insect, reptile or bird from the section and the common property in accordance with Conduct Rule 21(1).
- (6) 6.1 No Owner or Occupier of a section may, without the prior consent of the Trustees:
 - 6.1.1. slaughter animals of any type on the common property and/or patio and/or exclusive use area and/or section, for any purpose, other than ritual slaughtering which may only be conducted within the section of the Owner or Occupier, behind closed doors and windows, subject to the following conditions as well as all other relevant regulations or by-laws:
 - (i.) the date and time of the slaughter;
 - (ii.) the type of animal to be slaughtered;
 - (iii.) the full names and qualifications of the person who will be carrying out the slaughter;
 - (iv.) confirmation that the animal will be brought onto the premises immediately prior to the ritual slaughter and
 - 6.1.2 (a) two weeks written notice, including the items mentioned below under 6.1.2 (b) - (e), be given to the trustees of the event requiring the slaughter specifying:
 - (i.) the date and time of the slaughter;
 - (ii.) the type of animal to be slaughtered;
 - (iii.) the full names and qualifications of the person who will be carrying out the slaughter;
 - (iv.) confirmation that the animal will be brought onto the premises immediately prior to the ritual slaughter and

that the carcass will be removed immediately from the premises after the slaughter;

- (b) notice from the local authority confirming that the owner has their permission and will comply with all by-laws;
 - (c) notice from the health department confirming that health department specifications will be complied with;
 - (d) a certificate from the SPCA confirming that an SPCA official will be present to ensure that the animal will not endure unnecessary pain and suffering; and,
 - (e) proof of notice to all adjacent units of the date and time of the slaughter
- (7) Hoofed Animals: No hoofed animals are permitted within the complex at any time.

2. REFUSE DISPOSAL

- (1) An owner or occupier of a section shall, subject to sub-rule (2): -
- (a) Maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
 - (b) Ensure that before refuse is placed in a receptacle it is securely wrapped in a suitable strong plastic bag (refuse bag), or in the case of tins or other containers, it is completely drained, before it is placed in a refuse bag;
 - (c) Ensure that a refuse bag is not over-filled or torn;
 - (d) Ensure that a receptacle is not over-filled, and that no refuse is left on top of a receptacle;

- (e) For the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
 - (f) When the refuse has been collected, promptly return such receptacle to his section or other area referred to in sub-rule 1(a).
- (2) The trustees may instruct a body corporate employee to maintain receptacles within a refuse room and to fulfil any of the tasks referred to in sub-rules (1)(a), (e) and (f). An owner or occupier shall comply with sub-rules (1)(b), (c) and (d) when placing refuse in a receptacle within a refuse room.
- (3) An owner or occupier shall not allow any refuse for the disposal of which he is responsible, to remain on any landing, staircase, walkway or in any entrance or passage, or on any part of the common property contrary to sub-rules (1) and/or (2).
- (4) An owner or occupier shall: -
- (a) comply with the regulations issued from time to time by the Local Authority pertaining to refuse and refuse collection;
 - (b) be responsible to remove certain of his refuse for which the Local Authority is not responsible;
 - (c) comply with any further Directives imposed by the trustees in pursuance of this Conduct Rule;
 - (d) comply with any signage at the refuse room.

3. PARKING, DRIVING AND WASHING OF VEHICLES

- (1) An owner or occupier is allowed to park or stand a vehicle on the parking bay allocated to the unit he owns or occupies.
- (2) Visitors' parking bays are for the use of visitors and no owner or occupier shall permanently or continuously park his vehicle on any visitors' parking bay.
- (3) No owner or occupier shall park or stand or permit or allow any vehicle to be parked or stood upon the common property contrary to sub-rules (1) and (2), without the prior written consent of the trustees.
- (4) Boats, caravans, trucks, trailers and the like may only be parked on the common property with the prior written consent of the trustees.
- (5) Owners and occupiers shall inform the trustees or the managing agent in writing of the registration numbers of their vehicles and any changes thereto.
- (6) No owner or occupier or their visitors shall: -

- (a) park a vehicle in front of any parking bay or in such a way that the flow of traffic and access to and egress from parking bays are obstructed;
 - (b) park a vehicle on more than one parking bay;
 - (c) park an unroadworthy vehicle on the common property for an indefinite period or periods;
 - (d) reside or sleep in a vehicle on the common property;
 - (e) contravene any road sign on the common property;
 - (f) drive a vehicle in excess of the speed limit as per the National Road Traffic Act on the common property;
 - (g) allow any unlicensed person to drive a vehicle on the common property;
 - (h) drive a vehicle on the common property in any manner, which creates a nuisance or is considered by the Trustees not to be in the interest of safety;
 - (i) sound the horn of a vehicle at any time on the common property, except as a warning of imminent danger in the case of an emergency;
 - (j) at any time play music from a vehicle parked on the common property.
- (7) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors, do not drip oil or brake fluid on the common property or in any other way deface the common property, but: -
- (a) should there be any marks or stains on the common property by reason of the dripping of oil or brake fluid, or otherwise caused by any vehicle, such marks or stains shall be removed and the area be cleaned by the owner of the offending vehicle or the owner or occupier responsible, at his own expense; and
 - (b) should the owner or occupier fail to clean such area and any such failure persists for a period of 30 (thirty) days after the giving of written notice to clean given by the trustees or the managing agent on their behalf, the trustees may arrange to have the area cleaned and hold such owner accountable for the costs of cleaning or restoration of the area.
- (8) No owner or occupier or their visitors shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, on an exclusive use area or in a section. Notwithstanding the aforementioned, unavoidable, emergency repairs may be carried out on vehicles.
- (9) The trustees may designate a specific area or areas on the common property to be used for the washing of vehicles. After washing any vehicle on the common property, the owner or occupier shall clean and restore the area used. Fire hoses may not be used for the washing of vehicles.
- (10) Children shall not be allowed to play on parking bays or parking areas or in driveways on the common property.

- (11) The parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the body corporate or its agents or any of its employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.
- (12) The trustees may in accordance with Conduct Rule 21(2) cause to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the trustees from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.
- (13) Owners and Occupiers shall observe all laws, ordinances, by-laws and regulations or rules imposed by any statutory or other authority and, without detracting from the generality of the foregoing, shall observe and comply with the provisions of the Cape Provincial Road Traffic Ordinance No. 21/1966 as amended (or any ordinance or Act substituted therefore) as fully and effectually as though the private road were a public road as defined in terms of Section 1 of the Ordinance.
- (14) The trustees may from time to time issue further Directives pertaining to this Conduct Rule.
- (15) Hooters shall not be sounded within the Sectional Title Scheme
- (16) Damaged vehicles and vehicles that are not in general use may not be parked within the scheme other than for such short periods as may be approved in writing by the trustees

4. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO THE INTERIOR OF SECTIONS

- (1) An owner shall only, once he has followed the procedure stipulated in sub-rule (2), commence with any of the following work: -
 - (a) a visible alteration, addition, extension, renovation, repairs or decoration to the exterior of his section or to the common property, including, but not limited to: -
 - (i) the installation of any locking device, safety gate, trelli-door, burglar bars or other safety device for the protection of a section;
 - (ii) the installation of any screen or other device to prevent the entry of animals or insects to a section;
 - (iii) the installation of any solar heating systems, air-conditioning apparatus, skylights, chimneys, or chimney flues;

- (iv) the installation of a device for the reception or transmission of radio-, television- or other signals;
 - (v) the construction of a lean-to, canopy, awning, shade cover or the like.
 - (b) A visible change to the appearance, quality or colour of the common property or of any device attached thereto.
 - (c) An alteration of an exclusive use area or the construction or placing of structures or improvements on an exclusive use area, including but not limited to the following: -
 - (i) the closing-in of aperture, or enclosures for balconies, or fences for garden areas and patios;
 - (ii) the paving or tiling of patios or stoeps;
 - (iii) the construction of carports, roofs, shade ports or other coverings in respect of parking bays or parking areas.
 - (d) Alterations to the internal structure of a section, inclusive of, but not limited to the following: -
 - (i) alterations to plumbing and electrical wiring or conduits and pipes;
 - (ii) the installation of solar heating systems, air-conditioning apparatus, skylights, chimneys, or chimney flues;
 - (iii) the installation of a device for the reception or transmission of radio-, television- or other signals, which is visible from outside a section.
- (2) Prior to the commencement of the work referred to in sub-rule (1) an owner or occupier shall: -
- (a) Obtain the permission of local or state authorities (if so required);
 - (b) Satisfy the provisions of the applicable Management Rule;
 - (c) Apply to the trustees in writing for their consent to do the work and such application shall, if necessary, be accompanied by: -
 - (i) Sufficient plans and specifications in order to enable the trustees to consider the design, manner of installation, the effects and suitability of such alteration, addition or decoration;
 - (ii) Proof of approval of the state or local authority, if applicable.
 - (d) Make a requisite building deposit, decided upon by the trustees and dependant upon the extent of the proposed alteration. Such building deposit shall be made to the managing agent or trustees for placing in an interest-bearing account, such interest being for the owners'

account. The deposit will be held as a guarantee to cover any possible damage to the common property when carrying out the work;

- (e) Obtain the written consent of the trustees and adhere to their further conditions and/or Directives;
 - (f) For security purposes, inform the trustees of the contact details of the contractor and the date and times that the work will be done.
- (3) All work referred to in sub-rule (1) shall: -
- (a) conform to the specifications as to appearance, quality, colour and manner of installation as contained in the Guidelines (if specified therein) and/or required by the trustees;
 - (b) be aesthetically acceptable in accordance with Conduct Rule 5;
 - (c) be executed by suitably competent persons or contractors;
 - (d) be executed in accordance with the Guidelines and/or Directives and/or such further conditions imposed by the trustees;
 - (e) be executed in such a manner neither to cause damage of any nature to the common property or to the property of any owner or occupier nor to cause injury to any person;
 - (f) be executed between 08h00 and 17h00 on weekdays, or at other reasonable times with the prior written consent of the trustees;
 - (g) be executed in such a manner not to unduly inconvenience any other occupier;
 - (h) not obstruct any body corporate employee or contractor in performing any work on the common property.
- (4) 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.
- (5) Should any damage be caused to the common property (as referred to in sub-rule (3)(e) or otherwise) when effecting the work referred to in sub-rule (1) (or otherwise): -
- (a) the owner shall be strictly liable for the cost incurred to repair such damage;
 - (b) should the owner fail to repair such damage, and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair given by the trustees or the managing agent on their behalf, the trustees shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from the building deposit referred to in sub-rule (2)(d) and/or from such an owner.
- (6) Should a body corporate employee or contractor be obstructed or hindered in performing any work on the common property, by reason of work referred to in sub-rule (1), the owner or occupier concerned shall be liable for any

additional costs incurred by the body corporate in the performance of such work.

- (7) After completion of the work, the owner shall remove all rubble from the property and neatly restore the property within a reasonable time specified by the trustees. Upon restoration of the property the building deposit (and interest thereon) shall be refunded to the owner (if not used to cover costs or damages).
- (8) An owner or occupier shall be responsible for maintenance, repair and, if necessary, replacement of all doors, door frames, windows, window frames and fittings to these items, notwithstanding the fact that these items may be situated on common property and for the maintenance of all alterations, additions or decorations referred to in sub-rule (1). Should an owner fail to maintain such items alterations, additions or decorations, and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
- (9) Should an owner or occupier effect any work referred to in sub-rule (1) (or sub-rule (4)) without having obtained the trustees' consent as referred to in sub-rule (2), the trustees may require the owner to remove such object, at his own cost, and should the owner fail to remove such object and any such failure persists for a period of 30 (thirty) days after the giving of written notice to remove and restore given by the trustees or the managing agent on their behalf, the trustees shall be entitled to remedy the owner's failure and to recover the reasonable cost of so doing from such owner in accordance with Conduct Rule 21(3).
- (10) Any consent granted by the trustees in terms of sub-rule (1) must be reported on in the next Annual General Meeting and the consent and plans and specifications (if applicable) must be recorded in the minutes, and the Guidelines must be revised (if necessary).

5. APPEARANCE FROM OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY

- (1) The owner or occupier of a section for residential purposes shall not place, store or do anything on any part of the common property, including on the exclusive use areas such as balconies, verandas, patios, stoeps and gardens, which in the opinion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) Owners and occupiers must ensure that sections are provided with adequate curtaining or blinds at all times and within seven (7) days of taking occupation. All curtains must have linings, and all linings of curtains, and blinds when viewed from outside, must be of cream, white or neutral colour, acceptable to the trustees in their discretion.

- (3) Owners or occupiers shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular access to staircases, passages, landings, and stairwells must be kept clear at all times.
- (4) Owners or occupiers may not leave bicycles, tricycles, skateboards, rollers skates or roller blades outside a section or on any portion of the common property so as to be visible from the section of any other owner or occupier.
- (5) No items may be hung over balconies, in windows or corridors, and over garden- or boundary walls, or on any part of the building or common property so as to be visible to the public or to other occupiers.
- (6) Owners or occupiers shall not erect any temporary structure, shed, jungle gym or tent on the common property.
- (7) Nothing in sub-rules (1) to (6) shall prohibit and owner or occupier from obtaining the written consent of the trustees for the temporary storage of items on the common property or for the temporary construction of a structure on the common property and for such period as determined by the trustees.
- (8) Erect any structural, decorative or any alteration or addition to any section externally, which comprises the following:
 - (a) The installation of any solar heating systems, air conditioning apparatus, skylights, chimneys or chimney flutes;
 - (b) The installation of a device for the reception or transmission of radio, television and/or any other signals;
 - (c) Any visible change to the exterior appearance, quality or colour of the building or of any device whatsoever attached thereto;
 - (d) Any alteration to the section externally or any construction or placing of structures or improvements, including but not limited to the closing in of aperture or enclosure of balconies
- (9) Prior to the commencement of the work referred to in sub rule (1) an owner and/or occupier shall:
 - (a) Obtain the permission of the local or state authority (if so required)
 - (b) Satisfy the provisions of the applicable Management Rule;
 - (c) Apply to the Trustees in writing for their consent to do the work and such application shall, if necessary, be accompanied by:
 - (i) Sufficient plans and specifications in order to enable the Trustees to consider the design, manner of installation, the effects and suitability of such alteration, addition or decoration and in particular no air conditioning unit shall be permitted unless the specifications comply with the original building and architect's specification;

- (ii) Proof of approval of the local or state authority, if applicable;
 - (iii) Make a requisite building deposit, decided upon by Trustees and dependent upon the extent of the proposed alteration. Such building deposit shall be made to the managing agent or Trustees for placing in an interest bearing account, such interest being for the Owner's account. The deposit will be held as a guarantee to cover any possible damage to the common property when carrying out the work;
 - (iv) Obtain the written consent of the Trustees and adhere to their further conditions and/or directives;
 - (v) The Trustees may impose conditions to ensure that all additions comply with the standards set out for such additions.
- (d) For security purposes, inform the Trustees of the contact details of the contractor and the date and times that the work will be done.
- (e) All work referred to in sub-rule (1) shall:
- (i) Conform to the specifications as to appearance, quality, colour and manner of installation as specified by the Trustees;
 - (ii) Be aesthetically acceptable in accordance with the directive of the Trustees and any further conditions which may be imposed;
- (f) Be executed by suitably competent persons and/or contractors;
- (g) Be executed in such a manner neither to cause damage of any nature to the common property or to the property of any owner and/or Occupier, nor cause any injury to any persons;
- (h) Specific rules regarding the regulation of workers on site may be imposed by the Trustees.

6. SIGNS AND NOTICES

- (1) No owner or occupier of a residential section shall place any sign, notice, flag, 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 the written consent of the trustees first having been obtained.
- (2) The trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the owner and such owner and/or

occupier shall have no claim against the body corporate or the trustees as a result of their functions performed in terms of this provision.

7. LITTERING

- (1) Subject to Conduct Rule 2, an owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. In particular, an owner or occupier of a section may not throw any material or object out of windows or over balcony walls.
- (2) No junk mail or discarded post may be left outside the post boxes. Incorrect mail should be redirected appropriately.

8. LAUNDRY

- (1) An owner shall use the designated area (drying yard) and the erected washing lines (and/or any such further area and/or further washing lines approved by the trustees in writing) for the purposes of hanging washing or laundry, subject to the following: -
 - (a) the gate to the designated area (drying yard) shall be kept closed and/or locked, if possible, at all times;
 - (b) any washing hung out to dry will be at the sole risk of the owner thereof;
 - (c) compliance with any further Directives issued by the trustees pertaining to this Conduct Rule.
- (2) An owner or occupier of a section shall not (contrary to sub-rule 1):
 - (a) erect his own washing lines;
 - (b) place or hang any washing or laundry or any other items on any part of the buildings or on the common property where it is visible from outside the buildings or from any other section;
 - (c) hang washing, linen or other items on balconies, in windows or in corridors and over garden- or boundary walls.

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- (1) An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the buildings or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy or which would render void any insurance affected over the property.

10. LETTING AND OCCUPANCY

- (1) All lessees and other persons granted rights of occupancy by any owner of a unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.

- (2) An owner shall, prior to concluding an agreement to lease his unit or prior to granting a right of occupancy thereto, be obliged to obtain from the proposed lessee or occupier a written undertaking to comply fully with the Conduct Rules for the duration of his lease or occupation.
- (3) An owner shall ensure that his lessee or occupier is given a copy of the Conduct Rules.
- (4) Upon conclusion of the lease agreement or grant of right of occupancy, an owner shall lodge the following with the trustees or managing agent: -
 - (a) the lessee or occupier's name and contact details;
 - (b) the written undertaking received from the occupier or lessee referred to in sub-rule. (2);
 - (c) completed vetting form;
 - (d) TPN report;
 - (e) passport/permit/ID;
 - (f) lease agreement;
 - (g) Landlord reference check
- (5) Access to the premises will be refused to the occupant upon failure of the owner to provide the trustees or managing agent with the information referred to in sub-rule (4)(a) -(g), seven (7) calendar days before occupation.
- (6) An owner remains responsible for the conduct of his lessee or occupiers, and penalties imposed on them in terms of Conduct Rule 22, it may be recovered from the owner, if not paid.
- (7) No owner, lessee or occupier of a section shall allow more than 4 (four) persons to reside in a section at any one time.
- (8) With the prior written consent of the trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 14 days at a time and not for an aggregate period of more than 28 days in any calendar year.
- (9) An owner shall notify the trustees or managing agent forthwith in writing of any change of ownership in, or occupation of his section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his section. The aforesaid notification shall contain the date of occupation, the new contact details of the seller, and the contact details of the purchaser.
- (10) No form of "time-sharing" or any similar arrangement whereby a person other than the owner or his or her immediate family may utilize a section for a specified period or periods of time may be concluded in respect of a section.
- (11) No section may be let for a period less than six consecutive months.

- (13) All estate agents conducting business in the complex must be registered with the Estate Agency Affairs Board and be in possession of a valid fidelity fund certificate, whereas noncompliance herewith will lead to the refusal of access of the estate agency to the complex and refusal to allow the estate agency to conduct business in the complex.

11. ERADICATION OF PESTS AND HEALTH REGULATIONS

- (1) An owner shall keep his section free of rats, mice, cockroaches, and other pests and to this end shall permit the trustees, the managing agent, and

their duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section, which may be damaged by any such pests, shall be borne by the owner of the section concerned.

- (2) It is the responsibility of each owner to ensure that activities inside his section or on the common property comply with all municipal health regulations and that no danger or risk be created or allowed to the health, safety or property of other occupiers or their employees, or other persons legitimately present on the premises.

12. USE OF UNITS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS

- (1) Subject to the conditions of this Rule and section 13(1)(g) of the Act, No 8 of 2011 an owner shall use his or her residential section for residential purposes only, except for the circumstances described in sub-rul3 (3) below. A section shall only be used and occupied personally by the occupier thereof (being the owner or authorised lessee or other occupier) and members of his immediate family.
- (2) No person may reside in a section, exclusive use area or other part of the common property, other than a section intended for residential purposes.
- (3) Notwithstanding anything herein to the contrary an owner may use his Section for business purposes where:
- (a) such usage is limited to white collar IT usage;
 - (b) such business is operated by the owner and not more than 1 (One) administrator/secretarial assistant;
 - (c) such business is registered with the South African Revenue Services;
 - (d) such business must not generate any form of disturbance to other owners/residents: "disturbance to include (but not being limited to) inter alia noise, noxious smells, gasses, excess traffic, parking;

- (i) such business must, prior to commencement thereof, be approved of by the Trustees of the Body Corporate, who may in addition to the powers contained herein, impose any appropriate conditions regarding the conduct of the said business;
- (ii) in setting such conditions the Trustees are to be guided by the principle that the business, and the conducting thereof, may in no way disturb other owners/residents or devalue other Sections or the Development as a whole.

Notwithstanding anything herein contained to the contrary, such business may be conducted by a tenant where:

- (a) all the above conditions shall apply to the tenant as if he were an owner, and in addition
 - (b) prior to the tenant taking occupation, he has filed with the Trustees of the Body Corporate a copy of the signed Lease Agreement for the premises in terms of which he has, inter alia, confirmed that he is aware of the terms and conditions of this Rule 12(3) and binds himself to act in terms thereof, failing which the tenant shall not be allowed to carry on business in the Section until he has complied with this Rule.
- (4) An owner and occupier shall not use his section or 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.
 - (5) An owner and occupier shall use and enjoy the common property and facilities in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners or other persons lawfully on the premises.
 - (6) The following persons and activities will not be permitted on the common property: -
 - (a) hawkers;
 - (b) criminal activities, or unlawful, negligent and disorderly conduct;
 - (c) hobbies or activities causing undue noise;
 - (d) the carrying of alcohol in open containers and consuming of alcohol (except on an exclusive use area adjacent to a section such as a garden but not including a parking bay or parking area);
 - (7) An owner or occupier or their children or visitors shall not break, damage, or dirty any part of the common property, or any asset of the body corporate, inclusive but not limited to the following: -
 - (a) An owner or occupier or their children or visitors may not tamper with the electrical supply and apparatus serving the common property, including the lighting of parking bays and the pool, the electronic

security system, electronic gate or any other external feature on the common property.

- (b) An owner or occupier or their children or visitors may not use any assets, such as garden utensils, swimming pool equipment, of the body corporate, without the prior written consent of the trustees. Fire hoses are to be used exclusively for extinguishing fires or a fire practice drill authorised by the trustees in writing.
- (c) An owner or occupier or their children or visitors may only with the written consent of the trustees, damage, remove or

plant any shrub, tree or plant on the common property or communal garden areas.

- (8) An owner shall maintain his or her section in a good, clean, sanitary and habitable condition and shall be responsible for all interior painting and maintenance, inclusive of clearing blocked sewers and sanitary equipment and connections of whatsoever nature. If a blockage in sewers or other plumbing occurs and the responsibility therefore cannot be allocated to a particular owner, the cost of rectifying it shall be borne by the Body Corporate. Only a suitably qualified plumber shall do plumbing work.
- (9) An owner or occupier to whom an exclusive use area has been allocated shall have the sole and exclusive use of such area and shall use such area for the purpose for which is intended to be used.
- (10) An owner or occupier will adhere to the following in respect of his exclusive use area for garden purposes:
 - (a) No alien vegetation or any plant or shrub or tree which has an invasive root system that may cause damage to any buildings or structures, including sewers and other pipes, may be planted on an exclusive use area for garden purposes;
 - (b) No plant, tree or shrub on an exclusive use area for garden purposes must be allowed to encroach on any adjoining properties;
 - (c) The trustees may in their discretion, and to prevent structural damages instruct an owner to remove any plant, shrub or tree from his exclusive use area at his own cost;
 - (d) An owner will be responsible to repair at his own cost any structural damages to buildings caused by any of his plants, shrubs or trees.
 - (e) Should an owner fail to remove in terms of sub-rule (c) or fail to repair in terms of sub-rule (d) and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or to remove, given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

(11) Use of open space areas and stormwater furrows by owners and occupiers

- (a) Use of the communal open space areas, hereinafter referred to as Wetland Areas, shall be permitted to all owners and
- (b) occupiers, their families and visitors; such use shall include walking, jogging, picnicking and the like.
- (c) Use of the Wetland Area on motorised transport either on land or water shall not be permitted. The use of inflatable and other floating objects shall be forbidden.
- (d) Dogs may only be allowed in the area if on a leash.
- (e) Disturbance of bird life in any form shall not be permitted, unless authorised by an ornithological specialist consultant.
- (f) Fishing activities will not be permitted.
- (g) Persons making use of the Wetland Area will be required to remove from the property all forms of litter including dog litter.
- (h) Cats are to be removed from the Wetland Area by their owners, failing which the Trustees may request such removal by the Animal Welfare Authorities. Any costs associated with such incidence shall be for the account of the pet's owner.
- (i) Public disturbance within this area by way of radios and/or music shall be prohibited.
- (j) The Body Corporate and Trustees cannot be held liable for any injury or death to person or pets who make use of the Wetland Areas. Children under the age of twelve are permitted use of the Wetland Area under adult supervision only.

13. SECURITY, SAFETY AND RISK

- (1) Owners or occupiers shall use their access controls when entering or exiting the complex by way of the security gate and/or shall be given access by the security guard.
- (2) Owners and occupiers and/or employees of the body corporate must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must ensure that: -
 - (a) upon entering or leaving the property, all security gates or doors are properly closed;
 - (b) such gates or doors are never opened for unknown or uninvited persons;
 - (c) their visitors, employees, contractors comply with the Directives imposed by the trustees, inclusive of the signing of a visitors' book at security (if so required);
 - (d) security gate keys, access controls and access codes to permit access to the complex are handled responsibly and not placed in the care of third parties, except with the prior consent of trustees.
- (3) Owners or occupiers must immediately report instances of lost keys and/or access controls to the trustees and request replacement at

their cost. Should an access control be lost, the owner or occupier will be liable to refund all costs to replace, which could include the re-coding of all relevant access controls. Replacement or issue of additional security gate keys and access controls must only be administered via the trustees or managing agent.

- (4) No obstacles, objects, which may interfere with the normal operation of the electronic gates may be inserted therein or placed in such a manner to avoid the automatic closure of the gate.
- (5) No owner or occupier shall tamper with or attempt repairs to the electronic gate or its components. Any faults are to be reported to the trustees.
- (6) Owners and/or occupiers must inform their family members and/or visitors of any risks associated with the electric fence and must ensure their compliance with the following: -
 - (a) All notices erected at the electric fence must be adhered to;
 - (b) No owner or occupier or their visitors or children may in any way tamper with the electric fence;
 - (c) No objects may be thrown against or dropped over the live electric fence;
 - (d) No children may play in close proximity to the electric fence;
 - (e) The Trustees will be responsible to contact the security fence contractor, should it be necessary for him to be called out.
- (7) All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the body corporate of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's employees, agents or contractors.
- (8) The body corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

14. THE SWIMMING POOL

- (1) Only owners or occupiers may use the swimming pool.
- (2) All children of lesser age than 12 (twelve) years may only use the swimming pool under adult supervision.

- (3) Children will be allowed to play at the swimming pool area, but the following will not be allowed: -
 - (a) the playing of rough or violent games;
 - (b) running, jumping, shouting or screaming;
 - (c) the playing of ball games.
- (4) Food or drink, including alcoholic beverages will not be allowed at the swimming pool.
- (5) No glass objects may be brought to the swimming pool area and no objects of any kind may be thrown into the swimming pool.
- (4) Owners or Occupiers shall not interfere with swimming pool equipment and will be liable for any damage caused to the swimming pool and -equipment by themselves, any members of their families, or their guests.
- (5) Owners and occupiers must comply with the notices or signs erected at the swimming pool and must ensure that the gate to the swimming pool remains closed at all times.
- (6) The trustees may from time to time issue enforceable Directives as to the usage of the swimming pool, including the times during which it may be used.
- (7) The swimming pool will be used at resident's own risk and the body corporate shall assume no responsibility for any injuries, accidents or losses.

15. BRAAI

- (1) Owners and occupiers may braai on their balconies, patios, stoeps or gardens, subject to the following conditions: -
 - (a) An owner or occupier may not cause a fire hazard or endanger the life of any person or cause damage to any person's property;
 - (b) An owner or occupier may not cause a nuisance to any occupier of a section, especially by reason of smoke;
 - (c) An owner or occupier may not cause any undue noise;
 - (d) An owner or occupier shall comply with any further Directives imposed by the trustees.
- (2) Should sub-rule (1)(a) be contravened by reason of any owner or occupier braaiing in a reckless, dangerous or otherwise problematic matter, the trustees may prohibit the owner or occupier from braaiing within the complex and/or impose a fine in terms of Conduct Rule 22.
- (3) Should the trustees deem it necessary by reason of contravention of sub-rule (1)(a) and/or for insurance purposes and/or for any other reasonable grounds: -
 - (a) the trustees may instruct owners and occupiers in writing to only use a specific area on the common property for the purposes of braaiing, or

- (b) the trustees may prohibit owners or occupiers from braaiing within the complex.
- (c) No open fires for braaiing purposes of any sort in the section are allowed, save for closed charcoal/smokeless kettle braai's (i.e: Weber or similar) or Gas braai's which may not protrude above the balustrade - colour to be either black or charcoal or grey and to be covered when not in use.
- (d) Braai's, charcoal and equipment to be stored in a neat and ordered fashion, as deemed acceptable by the Body Corporate
- (e) Wind conditions should be considered at all times before having a braai.
- (f) Ash should be disposed of at all times in a proper manner - no hot ash to be placed in any refuse bins.

16. NOISE

- (1) Silence must be maintained during the following hours: -
 - (a) Between 22h00 and 07h00 from Monday to Friday;
 - (b) After 22h00 and before 11h00 on Saturday, Sunday and on public holidays.
- (2) At all times other than as referred to in sub-rule (1), television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels, which are reasonable in the discretion of the trustees.
- (3) No excessive noise may be created at any time.
- (4) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
- (5) No firearms may be discharged in a section or any part of the common property, except under such circumstances, which would reasonably justify the use of a firearm for self-defence and related purposes.

17. NUISANCE

- (1) No owner or occupier may permit anything to be done in his section, exclusive use area or on the common property, which

constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the buildings, or permit or cause any disturbance or allow his children or visitors or their children to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of another occupier.
- (2) The following activities shall not be allowed on the common property: -
 - (a) No ball games may be played;

- (b) No bicycles, soapbox carts, skateboards, roller skates or roller blades may be used;
 - (c) No stones or solid objects may be thrown or propelled on the common property.
- (3) Owners and occupiers shall be responsible for the behavior of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within seven (7) days of notice by the trustees, to the satisfaction of the trustees.

18. CHILDREN

- (1) Owners and occupiers must supervise their children, and the children of their visitors, to ensure that they do not inconvenience or cause a nuisance to other owners or occupiers, and that no damage is caused to the common property or to the property of other owners or occupiers.
- (2) Owners and occupiers shall be responsible for the conduct of their children and their visitor's children and will be liable for the cost of effecting repairs of any damage caused by them to the common property or to the property of any owner or occupier.
- (3) Owners and occupiers should educate or inform their children of any risks or dangers pertaining to the common property and should admonish them not to play on the parking bays or parking areas, or in the driveways, or at the electric fence, or on the stairs or balconies. Owners shall be responsible to supervise their children and to minimize any chance of them being injured. The body corporate and trustees accept no responsibility or liability in this regard.
- (4) Children are not permitted to: -
 - (a) play on the staircases, in the parking areas and driveways, in the flowerbeds, and on similar parts of the common property, which are intended as service areas;
 - (b) interfere with the electronic gate, electric fence, fire hoses, pool equipment, garden hoses, or with any other external feature on the common property or any other asset of the body corporate;
 - (c) climb or run on the walls, on or over the balustrades of balconies and/or roofs.

- (5) Games may only played in such areas specifically designated by the trustees for that purpose.

19. EMPLOYEES

- (1) Owners and occupiers may not request employees of the body corporate to perform any tasks for them during their working hours.

- (2) Owners and occupiers shall not instruct nor interfere with employees of the body corporate, inclusive of gardening staff, in the exercise of their duties.
- (3) Employees (of owners or occupiers) may only use the common property and facilities in such manner and at such times and subject to the conditions and/or Directives prescribed by the trustees.
- (4) An owner or occupier shall in respect of his own employees: -
 - (a) be responsible for the conduct of his employees, and for any person visiting such employees;
 - (b) ensure that his employees comply with the Conduct Rules.

20. COMPLAINTS

- (1) All complaints must be submitted to the managing agents in writing. Should any Conduct Rule be contravened, an owner or occupier must inform the managing agents in writing of the details, the date and time of the incident or conduct that constituted a nuisance and the owners or occupiers involved.
- (2) The managing agents and/or the alleged offender may require the complainant or aggrieved owner or occupier to be present at a trustee meeting referred to in Conduct Rule 22.

21. CONTRAVENTION OF RULES

- (1) Should **Conduct Rule 1** be contravened, the trustees may: -
 - (a) withdraw their approval to keep such animal, insect, reptile or bird upon which the owner or occupier must remove the animal, insect, reptile or bird from the section and the common property. Should an owner or occupier fail to remove the animal, insect, reptile or bird, and any such failure persists for a period of 30 (thirty) days after the giving of written notice to remove given by the trustees or the managing agent on their behalf, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section or the common property, and the owner will be liable for the costs relating to the application, or
 - (b) impose a fine in terms of Conduct Rule 22, or
 - (c) obtain an interdict, or
 - (d) impose more than one of the options mentioned.
- (2) Should **Conduct Rule 3** with regard to the parking of vehicles, be contravened, the trustees may: -
 - (a) arrange for the vehicle to be clamped, at the risk and costs of the Owner thereof and/or person in control of the vehicle, or

- (b) arrange for a clamped vehicle to be released subject to the payment of a release fee, or
 - (c) arrange for the vehicle to be removed at the risk and costs of the Owner thereof and/or person in control of the vehicle, or
 - (d) impose a fine in terms of Conduct Rule 22, or
 - (e) obtain an interdict, or
 - (f) impose more than one of the options mentioned.
- (3) Should **Conduct Rules 4 or 5** be contravened and any damage, alteration, addition be effected to the exterior of a section or to the common property or a structural alteration be effected to the interior of a section without the necessary consents, or should an owner or occupier place or do anything on the common property, which, in the discretion of the trustees, is aesthetically displeasing, the trustees may: -
- (a) require an owner to remove such object and restore the property, at his own cost, and should an owner fail to remove such object and any such failure persists for a period of 30 (thirty) days after the giving of written notice to remove and restore given by the trustees or the managing agent on their behalf, the trustees shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner, or
 - (b) impose a fine in terms of Conduct Rule 22, or
 - (b) obtain an interdict, or
 - (d) impose more than one of the options mentioned.
- (4) If **any Conduct Rule** is contravened the Trustees may, irrespective of sub-rules (1), (2) and (3): -
- (a) impose a fine in terms of Conduct Rule 22, or
 - (b) obtain an interdict, or
 - (c) impose more than one of the options mentioned.

22. IMPOSITION OF PENALTIES

- (1) If the conduct of an owner or an occupier of a section or his visitors constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and occupier with a written notice, which may in the discretion of the trustees, be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner or occupier of the section.

- (2) If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting of trustees to discuss the matter and to impose a fine.
- (3) A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least seven (7) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as may be permitted by the chairperson, he or she may not participate in the affairs of or voting at the meeting.
- (4) After the owner or occupier has been given the opportunity to present his case, the trustees may by way of a special resolution (75% of the trustees present at the meeting with a minimum of three trustees), impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.
- (5) Any fine imposed in terms of sub-rule (4), may if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be recovered by way of an application to CSOS or a court having jurisdiction.
- (6) The body corporate may, at a general meeting, from time to time, determine the amount of the initial and subsequent penalties, which amounts may vary from Conduct Rule to Conduct Rule or from offence to offence. In the absence of such a determination penalty will apply as per determination by trustees.

23. RELAXATION OF RULES

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the trustees at any time.

24. LEVIES

Levies are payable on or before the 7th of the month in advance. Interest would be raised on all outstanding levy accounts at the rate prescribed by the National Credit Act from the day that levies become outstanding. In the event of failure to pay on time, the Board of Trustees has given instruction to hand over owners to attorneys, after a letter of demand has been issued and payment is still not made. The cost to issue a letter of demand and all legal fees would be added to the owners' levy account.

25. INSURANCE

- (1) The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the owner/occupier in question.
- (2) An owner/occupier shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy.
- (3) An owner/occupier shall not store or harbour upon the common property or any part thereof or in his section any good which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

26. GENERAL

- (1) The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any description which any Owner or occupier of a section/erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual section by reason of any defect in the communal area, its amenities nor any act done or caused by any neglect on the part of the Trustees or any of the Trustees employees, servants, agents or contractors.
- (2) The electric fence has been installed by the Board of Trustees to enhance the activation of this alarm will be considered as serious offence and will be dealt with as such. The Board of Trustees will not be held liable for any injury and or death sustained to persons coming in contact with the fence.
- (3) The Trustee or its agent's representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- (4) No firearms or pellet guns may be discharged on the common property.
- (5) An Owner shall not use or permit his home to be used for any purpose which is criminal and or injurious to the reputation of the scheme. Or that would devalue the scheme. Or that inhibits the enjoyment of use for any resident in any section.
- (6) All complaints, pertaining to the violation of these rules, or any other cause of concern must be in written form, addressed to the Managing Agents for the attention of the Chairperson.

27. SHOW HOUSES

- (1) Should an Owner wish to sell his/her apartment and in the event of a show house being required the following procedure needs to be strictly adhered to:
 - (a) It will be the Owner/their agent's responsibility to collect prospective purchasers/ viewers at the gates and take them to the apartment and then return them to the gates after the viewing is completed. At no time may the prospective purchasers enter the complex unaccompanied.
 - (b) Notwithstanding the above, the Trustees may impose additional rules as they deem fit to regulate show houses to ensure that the security and harmony of the residents of the building are not compromised.

28. USAGE OF WATER

- (1) Owners will be fined for the over usage of water and/ or non- compliance with the water restrictions imposed by the local authority from time to time.



Somerset Place & Sereno

Estate Procedures

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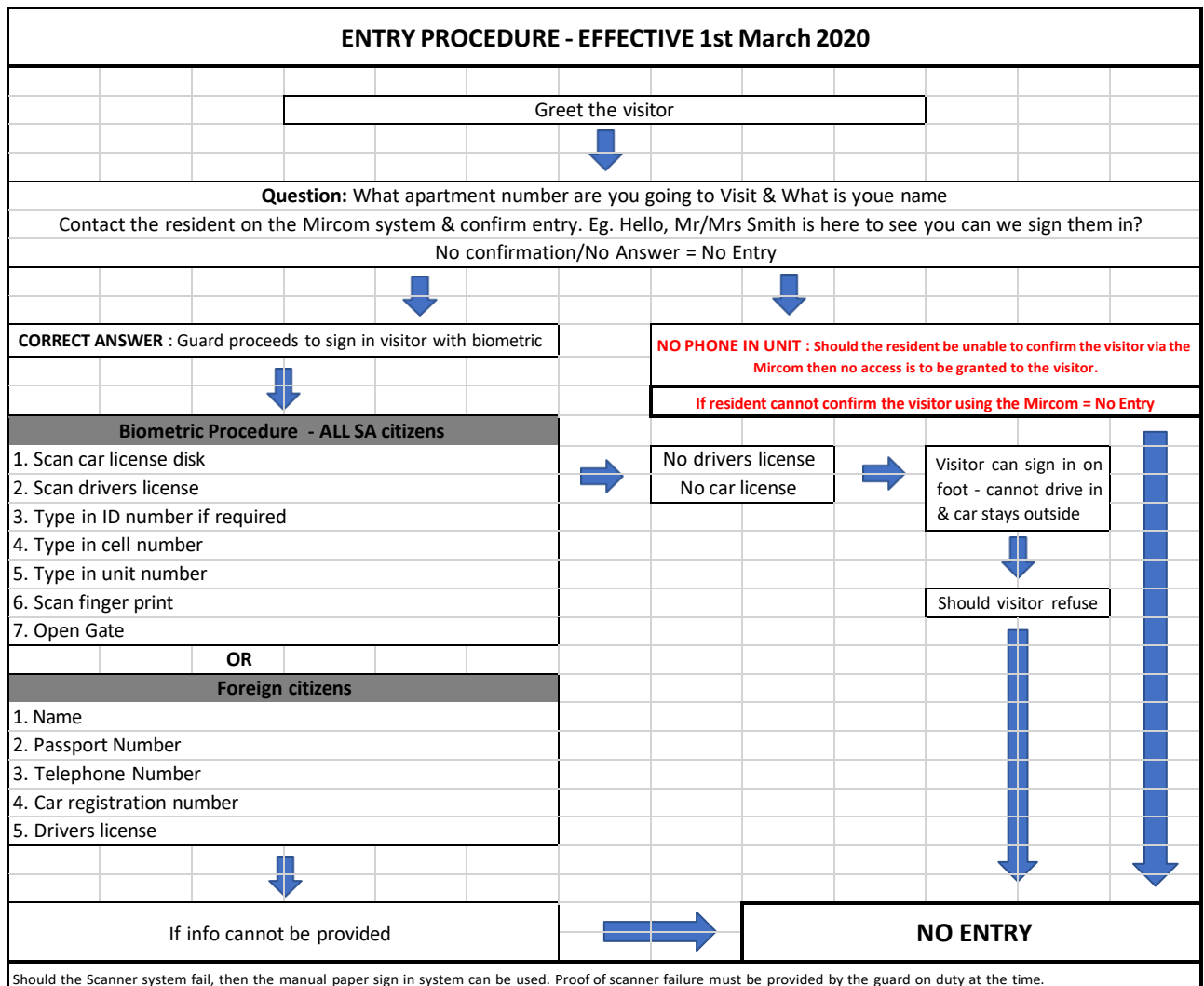
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Security

1) Visitors

All visitors MUST be confirmed over the Mircom system. Please note that the estate manager cannot override this procedure unless for emergency services such as Ambulances, The Fire Department and Law Enforcement.

- All pedestrian visitors will be required to provide their barcoded ID document/Drivers license to be scanned before entry.
- All visitors wishing to drive into the estate must hold a valid drivers license and the car license must be up to date.
- Residents are not allowed to open the residents gate for their visitors, should this occur, the visitor's car will be clamped and a unclamping fee of R350.00 will apply.
- All residents, owners and visitors shall be required to adhere to most current access control procedures and ensure that access procedure devices inside the section are operational.

VISITOR ENTRY PROCEDURE TO BE FOLLOWED

1.1 Only Sedan style taxis will be allowed to enter the estate while adhering to the access procedures and the following.

- Both the driver and owner will be required to be signed in by security
- The driver and all visitors will be required to sign in as per the estates most current procedures
- Sedan taxis arriving with more than one visitor will be required to park in the allocated area while the guard signs in all the guests, including the driver.

1.2 Owners and occupiers and their visitors shall not under any circumstance verbally, physically abuse, assault or interfere with any employee or contractor of the Body Corporate

2) Parking

Owners and residents are allowed to park or stand a vehicle on the parking bay allocated to the unit he owns or occupies.

Parking in the incorrect bay shall result in the vehicle being clamped and a R350.00 clamp release fee will need to be paid, in cash, to the guard on duty before the clamp will be removed. Please insist on a receipt.

Should you wish to dispute or request a refund please email all the details to placeonsite@outlook.com or cheyze@faircape.co.za. This will be passed onto the trustees to deliberate and make a decision.

3) Contractors

All residents and owners are also reminded that the conduct rules only allow for work/ maintenance to be executed between 08:00 and 17:00 on weekdays (Monday – Friday), or at other reasonable times with the prior written consent of the trustees. All contractors and owners also need to submit the completed general maintenance form before any contractor will be granted access.

The general maintenance form can be downloaded using the below link or on WeconnectU (owners only), the completed form with supporting documents must then be emailed to placeonsite@outlook.com.

<https://placeonsite.wixsite.com/somersetplacesereno/facilities-documents>

NOTE: Completed forms and supporting documents must be submitted to management a minimum of 48 hours before the date that access is required and 48 hours before a Weekend or Public Holiday

4) Moving in/out

All agents or owners are required to register all new tenants 7 calendar days before occupation (refer to conduct rule 10. Letting and Occupancy).

Registration link: <https://form.jotform.com/233261900846051>

All new residents must ensure that they make time during estate office hours to arrange for the scanning of their fingerprints within 48 hours of taking occupation.

All residents are reminded that moving/ furniture transportation companies and their staff will only be allowed entry to Somerset Place and Somerset Sereno between the hours of 8:00 am and 18:00.

5) Truck Size

Residents are reminded that the maximum truck size allowed to enter the estate is two and a half (2.5) tons.

NO truck or vehicle is to drive over or stop on any manhole cover inside the estate, the cost of damages repaired will be for the applicable unit.

6) Estate Agents

All estate agents wishing to operate within the estate must be registered and produce Somerset Place/ Somerset Sereno estate agent card on request.

Agents can follow the below link and download the agents' registration document, complete and submit with the necessary supporting documents to placeonsite@outlook.com

<https://placeonsite.wixsite.com/somersetplacesereno/facilities-documents>

Estate agent access cards can be applied for at any time during the year, all estate agent cards are issued in-line with annual EAAB registration expiry dates.

NO agent will be allowed into the estate without being registered with the Estate.

7) Temporary Access

This option is only available for persons needing access to care for the property while the resident is away or on vacation.

A resident wishing to arrange for temporary access can download the temporary access form using the link below, complete and submit with the necessary supporting documents to placeonsite@outlook.com

<https://placeonsite.wixsite.com/somersetplacesereno/facilities-documents>

NOTE: Completed forms and supporting documents must be submitted to management a minimum of 48 hours before the date that access is required and 48 hours before a Weekend or Public Holiday

6) Pools and Gym

The pool gates are to be kept closed at all times for the safety of residents and to assist with proper management of the pool and Gym area.

Residents wishing to use the pool area will be required to ensure that they close the gate behind themselves when entering or leaving the Pool and Gym area.

All members are required of the following gym rules and regulations:

- Members participating in the gym will be doing so at their own risk.
- Make sure you are wearing the proper athletic attire. (Comfortable pants, tops and closed supportive shoes)
- Food is not permitted in the gym.
- Water & Health shakes are permitted if they are in a sealed plastic container.
- No fighting or hogging of gym equipment.
- All members are required to wipe down the equipment after use.
- Pack weights & Equipment away after use.
- No smoking or drinking of alcoholic beverages is allowed in the gym or around the pool.
- Strictly no children under the age of 16.
- All Visitors will be required to pay a daily fee.
- Somerset Place & Sereno Conduct rules should be always adhered to.
- Should any resident or visitor violate any of the gym or conduct rules, they will be subject to a ban notice until a decision has been made based on their actions.

Owners and occupiers must comply with the notices or signs erected at the swimming pool.

The trustees may from time-to-time issue enforceable Directives as to the usage of the swimming pool & Gym, including the times during which it may be used.

Pool open hours

- Monday – Sunday 6.00am – 8.00pm

Gym open hours

- Monday – Friday
 - 6:00am – 8:00pm
- Saturday – 8:00am – 1:00pm
 - Closed last Saturday of every month
- Public holidays – Please enquire at the gym.

Owners and occupiers must comply with the notices or signs erected at the gym

9) Wetland

The wetland gates are to be kept locked at all times and residents wishing to use the wetland will be required to sign the key out at security. The correct process to be followed is indicated below:

1. Sign out key at security
2. To enter - unlock gate to enter and lock gate behind you
3. To exit - unlock gate to exit and lock gate behind you
4. Return to security and sign the key in

When accessing the wetland area, the resident that signs the key out is responsible for the key and all persons that they allow access to the wetland area and any fines issued for not adhering to the rules, shall be issued to the person that signed out the key and allowed access. In addition, future access to the wetland area may be restricted for a specified period.

Should the key not be returned/lost the full cost for replacing the lock and all keys will be for the account of the unit that signed for the key.

Only a legal adult will be allowed to sign out the key to the wetland area, this under South African law is 18 years age.

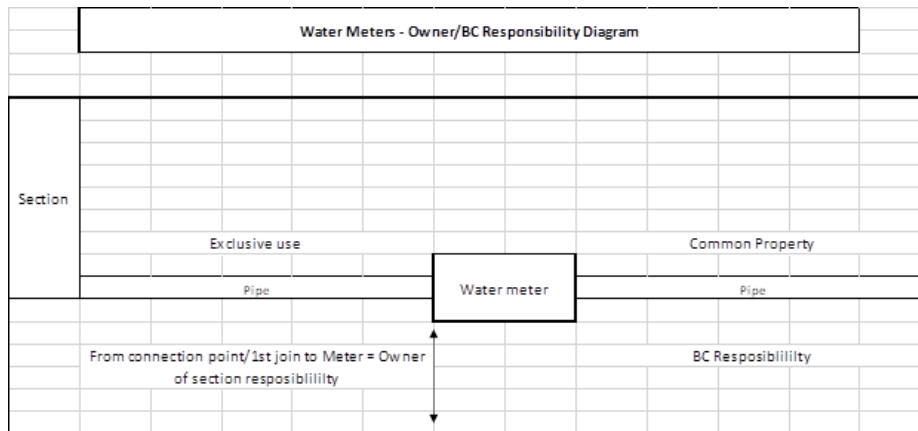
Owners and occupiers must comply with the notices or signs erected at the wetland.

7) Water Meters

Water meters are read by Faircape Utility Management and billed monthly to the owner of the unit/section

All residents and owners are reminded that it is their responsibility to monitor the meter and report any possible leaks on the water meter.

Should there be a leak in the apartment, the key for the water meter can be signed out at security and returned. (Replacement of lost or broken keys will be for the Homeowner of the section's cost)



- Any pipe that carries water from the first connection point on the water meter to the unit is for the exclusive use of the section and is therefore the responsibility of the homeowner to maintain.
- Any pipe that carries water from the main supply up to the water meter is part of the common property and is the responsibility of the BC to repair.

11) Fines

Please note below the types of fines that may be imposed with the cost per incident or per month (as indicated) as determined by the trustees from time to time.

1. Animals, Insects & Reptiles (un-authorised or on the common property - R 1000.00 (per 7 days)
2. Refuse Disposal - R 250.00 (per incident)
3. Parking and driving of vehicles - R 350.00 (per incident)
4. Damage, alterations and additions to the common property and structural alterations to sections (per month) - R 2 000.00
5. Appearance from the outside and obstructions to the common property - R 1000.00 (per 7 days)
6. Signs and notices - R 1000.00 (per 7 days)
7. Littering - R 1000.00 (per incident)
8. Laundry - R 1000.00 (per incident)
9. Storage of flammable material and other dangerous acts - R 2 000.00 (per 7 days)
10. Illegal letting, occupancy and Overcrowding - R 1000.00 (per 7 days)
11. Maintenance, condition of sections and eradication of pests - R 1000.00 (per 7 days)
12. Usage of sections, exclusive use areas, common property and related matters - R 5 000.00 (per month)
13. Noise, disturbance and nuisance – R 1000.00 (per incident)
14. Hooting at the gates – R250.00 (per incident)
15. Security and access control - R 4000.00 (per incident)
16. Gardens - R 1000.00 (per 7 days)
17. Interfering with Employees – R 1000.00 (per incident)
18. Damage or interfering with Firefighting equipment - R 5 000.00 (per incident)
19. Failure to have fingerprints scanned within the allocated time of taking occupation – R1000.00 (per 7 days)
20. Unsupervised children – R1000.00 per incident
20. Monthly levy arrears admin fee:
 - 20.1. – 60 days in arrears - R 200.00 (per month)
 - 20.2. – 90 days in arrears - R 300.00 (per month)
 - 20.3. – 120 days or longer - R 400.00 (per month)
 - 20.4. Additional Administration cost resending statements - R 250.00
21. Second offence -1.5 x penalty
22. Third and subsequent offence(s) - 2 x penalty
23. Additional Administration cost contravention notice - R 250.00



Somerset Place & Sereno

ARCHITECTURAL AND LANDSCAPING RULES

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ARCHITECTURE

NOTE: Plans need to be submitted and approved by the trustees before any additions are made.

1) WINDOWS & DOORS

Only windows and doors of a similar material, colour and proportion; as used in the originally approved unit type; will be permitted.

No reflective glass or reflective window film is permissible.

No Block out tinting of windows is permissible.

No external awnings or side hung shutters are permissible.

2) MATERIALS

When materials need to be replaced it will be done with the same material in a similar colour and proportion as per the originally approved unit type.

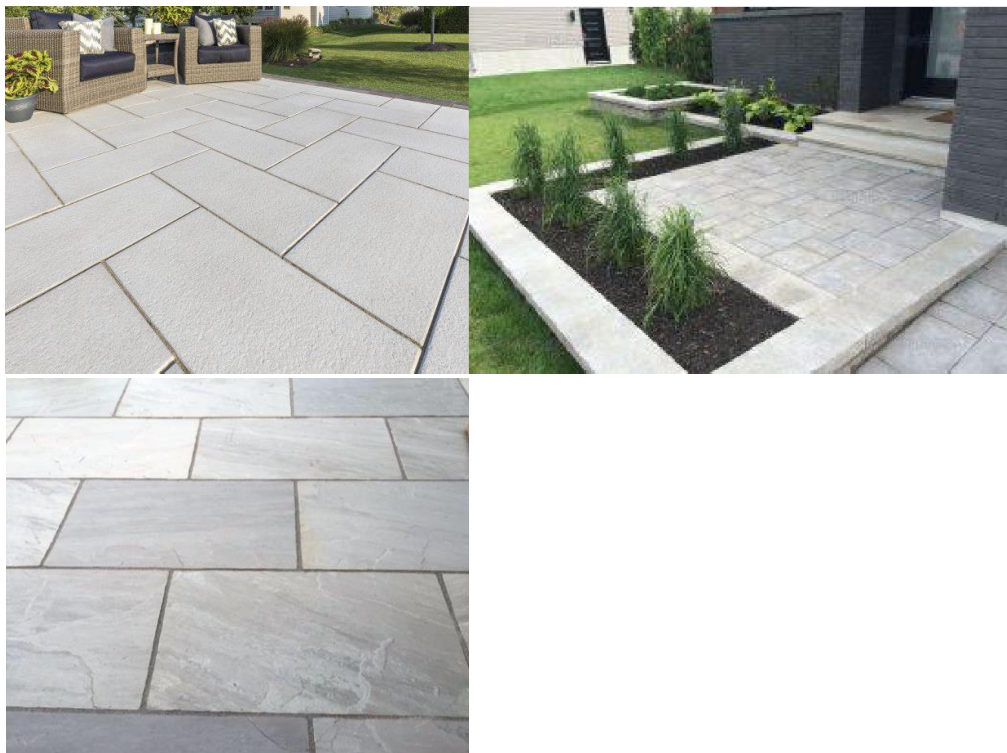
3) SATELLITE AND AERIAL FIXTURES

No satellite dishes or aerials may be fixed to any buildings at Somerset Place or Somerset Sereno.

4) PAVING IN EUA (Exclusive Use Areas) – SOMERSET PLACE

Paving should be kept in line with one of the four (4) prescribed designs as indicated below and not cover more than 70% of the EUA.

- Ground floor units in Somerset Place can use hedges to create privacy around the unit; a 1.5 meter gap must be left open next to the estate perimeter wall for patrols and staff.
- Watering and maintenance of gardens in the EAU will be for the owners account. Tenants will require written permission from their landlord before establishing a garden. Should the tenant leave, the upkeep cost will be for the owner's account.
- Paving shall not cover more than 70% of the EUA total area, 30% must remain grass/hedge/garden "Green" space.



5) PATIOS

1. No covered patio may be enclosed by a structure of any material other than the specified design and only using the prescribed material.
2. A privacy screen can be added to the short end of the patio but must be of the specified design, colour and specifications as listed below.

SOMERSET PLACE – PRIVACY SCREEN (WHITE)



Specifications for Somerset Place

Aluminum Screen with 98x18mm Rectangular
Tube Inserts (20mm Gap)
Width: 1620mm
Height: 2000mm
Colour: White
**FULL SPECIFICATIONS ATTACHED AT
BACK OF THIS DOCUMENT**

SOMERSET SERENO – PRIVACY SCREEN (CHARCOAL)



Specifications for Somerset Sereno

Aluminum Screen with 98x18mm Rectangular
Tube Inserts (20mm Gap)
Width: 1620mm
Height: 2000mm
Colour: Charcoal
**FULL SPECIFICATIONS ATTACHED AT
BACK OF THIS DOCUMENT**

- The screen can only be used on the short end of the patio/balcony
 - Ground floor units in Somerset Place can use hedges to create privacy around the unit; a 1.5meter gap must be left open next to the estate perimeter wall for patrols and staff.
3. Pot Plants can be used to create privacy along the front portion/section of the patio/balcony. It is requested that pots are kept to a similar design as below.
- Pots must be grey, or terracotta in colour. Natural colour wood can also be used but must be treated correctly to prevent rot.
 - Concrete pots can be used on ground floor patios but shall not be placed on balconies due to weight limitations.
 - Only terracotta, fiberglass and wood may be used on balconies
 - All pots must have drip trays
 - Plants must be cared for, no dead plants may be visible
 - Only small shrubs/herbs etc. are allowed and it is requested that the plants from the recommended list be used.



6) AIR CONDITIONING UNITS

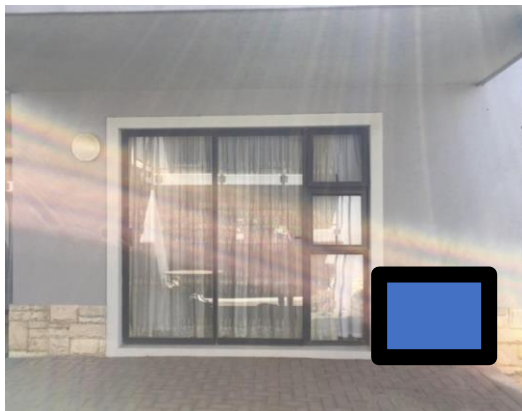
Air Conditioning units to only be installed as shown in the positions indicated below. No air conditioning unit will be permitted to be installed at any other location. No trunking, condensate pipes and electrical reticulation may be visible or attached to the external walls (Common Property).

- Air conditioning units must have an aluminum cover as shown in the image below, Somerset Place (White) Somerset Sereno (charcoal).
- Air conditioners shall not exceed noise levels of more than 50 decibels.
- All Aircons require trustee approval before installations.
- Owner will be required to ensure that all air conditioners are serviced a minimum of once yearly and ensure that the aircon is in a good state of repair at all times.



Somerset Place - Air conditioner location

No air conditioning unit will be permitted to be installed at any other location. No trunking, condensate pipes and electrical reticulation may be visible or attached to the external walls (Common Property).



Somerset Sereno - Air conditioner location

No air conditioning unit will be permitted to be installed at any other location. No trunking, condensate pipes and electrical reticulation may be visible or attached to the external walls (Common Property).



Specifications for Air conditioner cover

All Air conditioners must have an aluminum cover as shown in the image indicated.

- Somerset Place (White)
- Somerset Sereno (charcoal)
- Cover should not exceed the height of the air conditioner

7) SECURITY FITTINGS

Burglar bars

Burglar bars are permitted to be fixed in the window reveals, on the inside only. All burglar bar designs to be horizontal in nature, comprising square or flat bars with gaps between the bars of horizontal proportions. The gaps between the bars should be 120mm. Permissible colours include white (Somerset Place) or charcoal (Somerset Sereno) mild steel burglar bars or translucent acrylic/ polycarbonate type burglar bars.

Burglar bars should be of one of the below design and be white for Somerset Place and Black/charcoal for Somerset Sereno



Sliding Door Security Gate

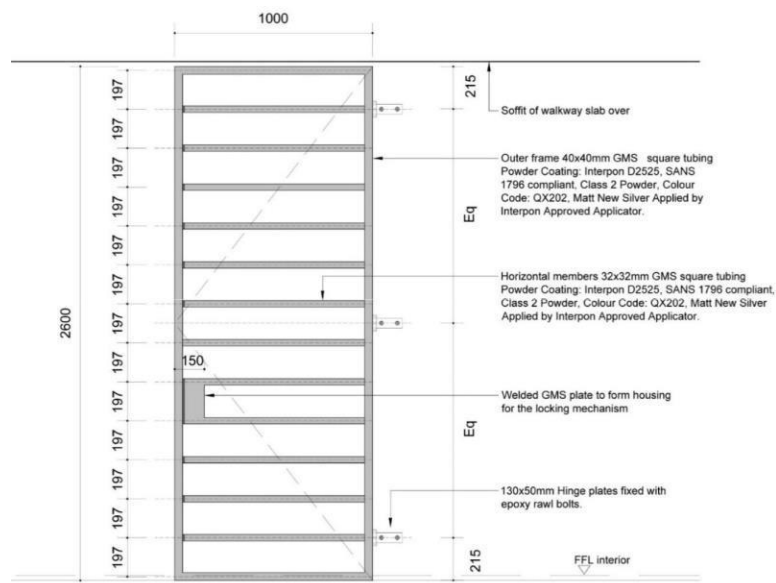
Purpose-made expanding/sliding security gates with top and bottom rails are permissible. Colour to be white in Somerset Place and Black/charcoal in Somerset Sereno. All expandable security gates must be fixed on the inside of the unit.

Front Door Security Gates

Front door security gate to be as per design included below and colour to be white for both Somerset Place and Somerset Sereno.

- Any new burglar bars or security gates must conform to the designs listed in this document.
- Burglar bars or security gates that were installed before implementation of this document may remain until such time that you wish to install new burglar bars or security gates at such time; they will need to comply with the designs listed in this document.

Typical security gate detail:



LANDSCAPING

Somerset Place & Sereno Estate Garden Landscape Guidelines.

1) THE DESIGN OF GARDENS IN EXCLUSIVE USE AREAS

A theme of excluding invasive alien plant material and encouraging indigenous vegetation to attract butterflies and birds has been approved. Local plants such as hedges may also be used for screening, shelter and creating privacy and structure.

Small and small to medium growing trees are very suitable for EUA in Somerset Place, but their use may not prevent loss of views and disturbance of underground services and foundations. Lawns are considered high maintenance and owners are advised to make them as small as necessary and to limit their choice of grass to Fine Kweek and Buffalo (as shown in the images below).

Kweek Grass



Buffalo Grass



If the soil preparation and beneficiation with compost is properly done, then local plants will establish quickly and need less water in the future. Ongoing mulching and composting of plants are highly recommended, as is the use of organic pelleted fertilisers.

2) SPECIFIC GUIDELINES (Somerset Place)

1. Refer to Recommended Plant List attached.
2. No Invasive Alien plants, as per National Restrictions, may be planted in gardens or on the estate.
3. Artificial lawn is acceptable.
 - Minimum grade allowed - Belgotex Leisure 25mm in natural green colour (this is the style at Place play area).
4. Kikuyu (Pennesetum clandestinum) Lawn is NOT acceptable.
5. Waterwise indigenous gardens especially including succulent and bird attracting species are highly recommended.
6. Only the grass will be cut in the EUA and all EUA gardens need to be maintained by the owner/resident. The BC does not supply water as we cannot guarantee it. If we do get an irrigation system, we still do not guarantee water however we may at times irrigate.
7. All flower beds shall have straight borders.
8. All border hedges between exclusive use areas (EUA) shall be kept in a neat box styled hedge shape.
9. Small Trees should be planted at a minimum of 1.5 – 2 Meters distance from any electric fencing.
10. Only one Tree per EUA is permitted and must always be pruned and kept neat.
11. Vegetable gardens are not permitted in EUA areas or common property gardens.
12. Vegetables and Herbs shall only be planted in approved planters & pots.

3) SPECIFIC GUIDELINES (Somerset Sereno)

1. Refer to Recommended Plant List attached.
2. No Invasive Alien plants, as per National Restrictions, may be planted in gardens or on the estate.
3. Kikuyu (Pennesetum clandestinum) Lawn is NOT acceptable.
4. Waterwise indigenous gardens especially including succulent and bird attracting species are highly recommended.
5. No trees may be planted in the flower beds in the front of units or next to patios.
6. There are no exclusive use areas (EUA) in Sereno, residents/owners wishing to make a garden in the bed flower bed next to the patio or front door will have to submit a design and list of the plants to the trustees for approval.
7. Vegetable gardens are not permitted in common property gardens.
8. Vegetables and Herbs shall only be planted in approved planters & pots.

Good Gardening and good luck.

4) RECOMMENDED PLANT SPECIES LIST

TREES & LARGE SHRUBS		
Nr.	Botanical Name	Common Name
1	Brachylaena discolor	Silver Oak
2	Buddleja salviifolia	Sage Wood
3	Buddleja Saligna	False Olive
4	Carissa macrocarpa	Natal Plum
5	Celtis africana	White Stinkwood
6	Erythrina caffra	Coastal Corel Tree
7	Erythrina lysistemon	Corel Tree
8	Ilex mitis	African Holly
9	Nuxia floribunda	Forest Elder
10	Olea europaea subsp. Africana	Wild Olive
11	Podocarpus latifolius	Broad-Leaved Yellowwood
12	Salix mucronata	Cape Willow
13	Bougainvilleaeae	Bougainvillea
14	Sideroxylon inerme	White Milkwood
15	Syzygium guineense	Waterpear
16	Tarchonanthus camphoratus	Camphor Bush
17	Vachellia karroo	Sweet Thorn
18	Vachellia xanthophloea	Fever Tree

SMALL SHRUBS		
19	Agathosma capensis	Buchu
20	Agathosma ovata	False Buch
21	Arctotis acaulis	Renoster Marigold
22	Barleria obtusa	Bush Violet
23	Barleria repns	Small Bush Violet
24	Coleonema album	Cape May
25	Coleonema pulchellum	Cofetti Bush
26	Eriocephalus africanus	Wild Rosemary
27	Euryops pectinatus	Grey Leaved Euryops
28	Euryops virgineus	River Resin Bush
29	Felicia ammeloides	Blue Marguerite
30	Freylinia lanceolata	Honeybells
31	Gnidia squarrosa	Aandbossie
32	Helichrysum petiolare	Kooigoed
33	Hymenolepis parviflora	Coulter Bush
34	Gomphostigma virgatum	River Star
35	Leucadendron salignum	Hybrids'
36	Lycium ferocissimum	African Boxthron
37	Metalasia muricata	White Bristle Bush
38	Orphium frutescens	Searose
39	Pelargonium betulinum	Camphor Leaf
40	Pelargonium cucculatum	Wild Pelargonium
41	Pelargonium graveolens	Rose-scented pelargonium
42	Tecoma capensis	Cape Honeysuckle (Hedges)

43	Plumbago auriculata	Cape Leadwort
44	Polygala myrtifolia	September Bush
45	Putterlickia pyracantha	Fire Thron
46	Salvia africana-caerulea	Blue Sage
47	Salvia africana-lutea	Dune Salvia
48	Salvia chamelaeagnea	Light-Blue Sage
49	Searsia crenata	Dune Crowberry
50	Strelitzia reginae	Crane Flower
51	Tecoma capensis	Cape Honeysuckle

PERENNIALS & GROUND COVERS

52	Arctotis acaulis	Renoster Marigold
53	Bulbine frutescens	Snakeflower
54	Carpobrotus acinaciformis	Elands Sourfig
55	Carpobrotus edulis	Sourfig
56	Cineraria saxifraga	Wild Cineraria
57	Cliffortia ferruginea	Glastee
58	Delosperma lydenburgense	Klipvygie
59	Gazania rigens	Gazania
60	Geranium incanum	Carpet Geranium
61	Helichrysum cymosum	Gold Carpet
62	Lampranthus aureus	Vygie
63	Lampranthus sp.	
64	Orphium frutescens	Sticky Flower
65	Osteospermum fruticosum	African Daisy
66	Plectranthus neochilus	Spur Flower
67	Scabiosa africana	Cape Scabious

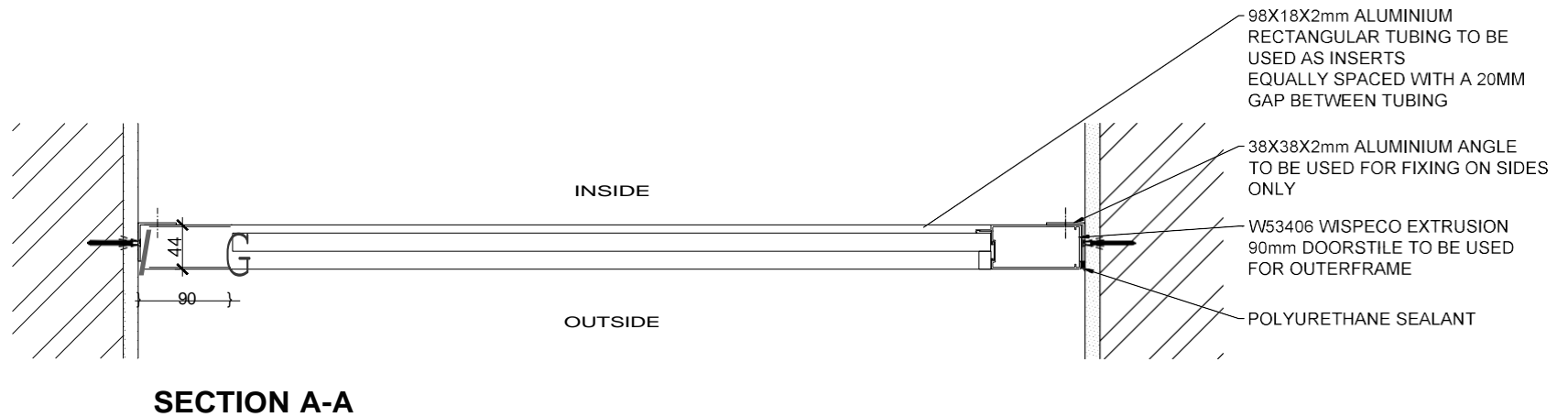
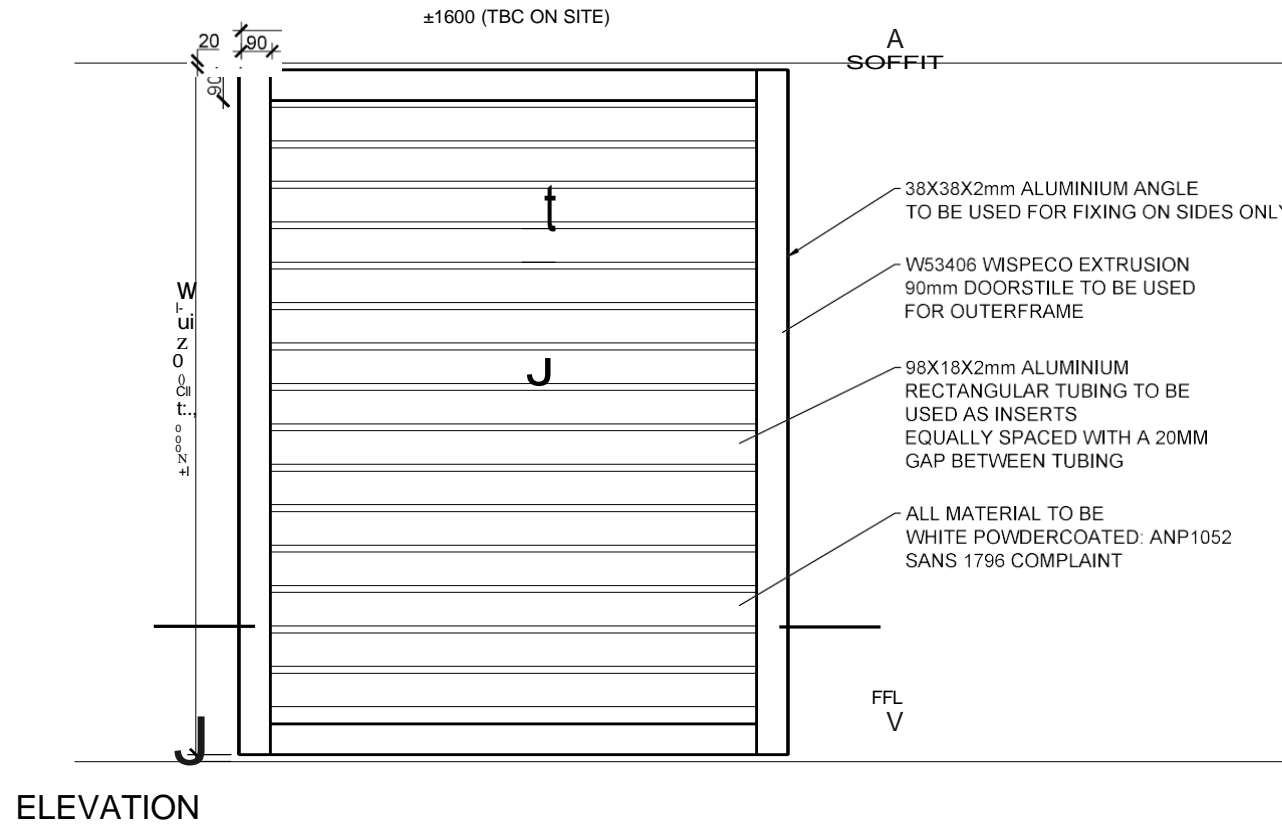
BULBS, RHIZOMES & CORMS


68	Agapanthus africanus	African Lily
69	Agapanthus praecox	Nile Lily
70	Aristea capitata	Tall Aristea
71	Chasmanthe aethiopica	Flames
72	Clivia miniata	Bush Lily
73	Dietes bicolor	Yellow Wild Iris
74	Dietes grandiflora	Large Wild Iris
75	Kniphofia praecox	Red-Hot Poker
76	Tulbaghia violacea	Wild Garlic
77	Watsonia sp./ borbonica	Watsonia

RESTIOS & GRASSES

78	Cynodon dactylon	Kweek
79	Elegia capensis	Horsetail Restio
80	Elegia tectorum	Thatching Reed
81	Elegia tectorum 'Fish Hoek'	Thatching Reed
82	Juncus kraussii	Dune Slack Rush
83	Stenotaphrum secundatum	Buffalow Grass
84	Thamnochortus insignis	Albertinia dekriet

PERENNIALS & GROUND COVERS		
85	Thamnochortus spicigerus	Dekriet
SUCCULENTS		
89	Aloe arborescens	Krans Aloe
90	Aloe aristata	Lace Aloe
91	Aloe ciliaris	Climbing Aloe
92	Aloe ferox	Bitter Aloe
93	Aloe maculata	Soap Aloe
94	Aptenia cordifolia	Baby Sun Rose
95	Cotyledon orbiculata	Pig's Ear



SOMERSET PLACE PRIVACY SCREENS	ALUMINIUM SCREENS			11B & C TRAKA STREET STIKLAND BELLVILLE, 7530 WESTERN CAPE Tel: 021 945 1156 Fax: 086 232 8345	
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OUTSIDE

SECTION A-A

SOMERSET SERENO
PRIVACY SCREENS

ALUMINIUM SCREENS

11B & C TRAKA STREET
STIKLAND
BELLVILLE, 7530
WESTERN CAPE
Tel: 021 9451156

TITLE

PROJECT

