

FORM B - NOTIFICATION OF AMENDMENT OF RULES

Sectional Titles Schemes Management Act 2011 – Section 10(5)(a)

SCHEME DETAILS:

Name of Scheme: **THE VILLA OLIVE**

Sectional Scheme (Number/Year): **SS 237/2012** (first number, if more than one)

Local Municipality Name: **CITY OF TSHWANE**

TO: COMMUNITY SCHEME OMBUD SERVICE

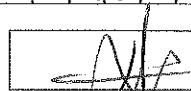
We, the undersigned trustees and (where applicable) managing agent of the body corporate of the above scheme give notice that, in accordance with the requirements of the Act and the rules of the scheme and on the following date, the body corporate made the rules set out in the schedule attached to this notice and initialed by us for identification.

Date rules adopted: **07/03/2018** (to be inserted before signature)
(dd/mm/yy)

TO BE SIGNED BY TWO TRUSTEES AND ANY MANAGING AGENT:

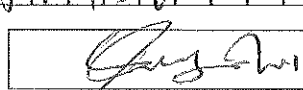
Name: **JONATHAN**

Capacity: **TRUSTEE**

Signature:  Date: **07/03/2018**
(dd/mm/yy)

Name: **SAMUEL**

Capacity: **TRUSTEE**

Signature:  Date: **07/03/2018**
(dd/mm/yy)

Name:

Capacity:

Signature: Date: **/ /**
(dd/mm/yy)

CONFIRMATION OF LODGMENT OF NOTIFICATION:

For Chief Ombud – Community Scheme Ombud Service

Name:

Capacity:

Signature: Date: **/ /**
(dd/mm/yy)

**VILLA OLIVE BODY CORPORATE
SS 359/2012**

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE BODY CORPORATE HELD AT THE PARK, VILLA OLIVE
BODY CORPORATE, ON 25 OCTOBER 2018 AT 18H00**

Present: 14 (Fourteen) owners in person or by proxy representing 27.4% in value and as per the attendance register.

In attendance: Trafalgar Property Management
Managing Agent
per

Ronell Theron – Portfolio Manager

1. WELCOME

Notice of the meeting having been given in the prescribed manner and a quorum being present the Chairperson declared the meeting properly convened and duly constituted.

The owners present and the proxies are noted on the attendance register

2. DETERMINE THAT THERE IS A QUORUM AND OTHER ORDER ARRANGEMENTS

The quorum requirements as per the Act is the following:

- For any Scheme with 4 or more primary sections or 4 or more members the quorum required is members entitled to vote and holding one third of the total votes of members in value.

Quorum was achieved in that there was 27.4% in value being represented by the members present in person or by proxy.

2.1 CONFIRM PROXIES AND OTHER PERSONS REPRESENTING MEMBERS

2.2 CONFIRM NOMINEES

2.3 ISSUING VOTING CARDS

2.4 PRESENTATION OF PROOF OF NOTICE OF THE MEETING; OR WAIVERS OF NOTICE

Notice of the meeting was sent as per the prescriptions of the Act.

The following people waived notice of the meeting: N/A

2.5 ELECT A CHAIRPERSON FOR THE MEETING (IF NECESSARY)

Ronell Theron, was elected to act as Chairperson of the meeting in the light of the Chairman not being present at the meeting.

2.6 APPROVAL OF THE AGENDA

The agenda was approved by the meeting

Carried by 85.9% in PQ

3 APPROVAL OF THE MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING AND DEALING WITH ANY MATTERS ARISING FROM THE MINUTES

The minutes of the previous Annual General Meeting, held on **7 March 2018** were taken as read and approved by the meeting.

The following concerns were raised with regarding matters arising from the previous minutes:

- a. The Park needs to be removed as soon as possible as agreed at the previous AGM
- b. Fence needs to stay in place until a resolution is reached as to what the area will be utilized for
- c. A mandate was given to the trustees to get 3 proposal for the use of the open area and then send same by Round Robin to all owners to vote as to what needs to happen with the area.

It was signed by the Chairperson on behalf of the Body Corporate.

Approved by 92.9% in PQ

4 REPORT BY THE TRUSTEES (INCLUDING REPORTS OF COMMITTEES WHERE APPLICABLE)

The Trustees' report was done verbally and the following was brought under the owner's attention:

- **Finances:** The funds of the Body Corporate has decreased from R 238 674.00 in 2017 to R 99 643.00 in 2018. This is mainly due to the fact that the previous budget was not approved and there was no levy increase. The result of this is that the expenses exceeds the income.
- **Mirrors:** was not replaced due to the cost and the fact that the maintenance on it is never ending.
- **Children in common property:** It remains a huge concern due to the noise levels and safety of these children. Parents and care givers seems to be ignoring the problem.

5 APPROVAL OF THE SCHEDULE OF REPLACEMENT VALUES OF UNITS FOR INSURANCE PURPOSES

The complex is insured by brokers, **TFS** and underwritten by **CIA** for **R 84 510 599.00** that includes common property, professional fees, demolition costs, and VAT. The policy provides cover for the structures and includes recognized fixtures and fittings and as per the requirements more fully set out in Regulation 23 of the Act. Insurance of movable items remains the responsibility of the unit owners. Owners who felt that their units are not adequately insured could increase their insurance cover through the body corporate insurance and the additional premium will be at their cost. The Managing Agent confirmed that the additional premium was recovered from the respective unit owners where they have decided to increase the cover for their unit/s.

The owners requested a new valuation to be done and the Body Corporate to obtain 3 new quotes for insurance. Serious concerns was raised with regards to claims being rejected and Insurance collecting premiums and "enriching" themselves.

Carried by 92.9%

6 DETERMINE THE EXTENT OF THE FOLLOWING INSURANCE

a) Public liability insurance

The current public liability insurance of the complex is more than R10 million, same being the minimum requirement as per Rule 23 (6) of the STMS Act

b) Insurance to cover the risk of loss of funds (Fidelity Cover per Regulation 15 of the CSOS Act)

It was resolved that the current, and in force, Fidelity Cover of Trafalgar be deemed adequate in terms of Regulation 15(5)

7 CONSIDERATION OF THE AUDITED FINANCIAL STATEMENTS AS AT 31 May 2018

The Chairperson presented to the meeting the financial statements for the year that ended **31 May 2018**

It was resolved that the Annual Financial statements be adopted as presented to the meeting and the required pre adjustments be done on the next audit.

Carried with 92.9% in PQ

8 APPROVAL OF THE BUDGET

8.1 FOR THE ADMINISTRATIVE FUND FOR THE YEAR ENDING 31 May 2019

It was **resolved** that the proposed budget for the administrative fund for the year ending **31 May 2019** be approved.

The budgeted income will be **R 629 891.00** and the budgeted expenses will be **R 629 891.00** giving the Body Corporate a budgeted surplus of **R 0.00** at the end of the financial year.

It was **decided** that the levies be increased from **R 38 919.00 to R 58 322.00** per month as from 1 November 2018. Attached is a schedule showing the levy amounts per section.

The requirements with regards to the buildup of the Reserve Fund levies was discussed.

The following matters were raised as a concern:

- **Garden Services** needs to be increased. It was approved as per the proposed budget that the Garden services be increased with 8% as from 1 November 2018
Going forward his contract will be monitored by means of Trafalgar sending emails to owners every 3 months. All complaints and concerns will then be given through to him and Trafalgar to keep on file so that his performance can be monitored.
Current complaints are that he is not washing bins, his equipment is not being maintained

Carried by 92.9% in PQ

8.2 FOR THE RESERVE FUND FOR THE YEAR ENDING 31 May 2019

The monthly Reserve Fund levy will be increased from R 0.00 to R 11 667.26 per month as from 1 November 2018

Carried by 92.9% in PQ

9 APPROVAL OF THE MAINTENANCE, REPAIR AND REPLACEMENT PLAN / REPORT THE EXTENT TO WHICH THE APPROVED MAINTENANCE, REPAIR AND REPLACEMENT PLAN HAS BEEN IMPLEMENTED

Carried by 92.9%

10 APPOINTMENT OF AN AUDITOR

It was agreed to appoint the current auditors AFCA and partners as the auditors for the financial year ending 31 May 2019

Carried by 85.7% in PQ

11 IF THE BODY CORPORATE HAS MORE THAN 4 MEMBERS WHO ARE OWNERS OF PRIMARY SECTION:

a) Determination of the Number of Trustees

It was resolved that 4 (FOUR) Trustees be elected.

b) Election of Trustees

It was explained that the following are the requirements for office as a Trustee and the items of disqualification are included:

- A Trustee need not be a member or the legally recognized representative of a member who is a juristic person (PMR 6(1))
- The Managing Agent or any of his/her employees may not be a Trustee unless he/she is an owner of a section in the Scheme (PMR 6(2)).
- Any employee of the Body Corporate may not be a Trustee unless he/she is an owner of a section in the Scheme (PMR 6(2))
- A Trustee shall cease to hold office (PMR 6(4)):
 - If he/she resigns from office by notice in writing to the Body Corporate.
 - If he/she is declared by a court to be of unsound mind.
 - If he/she becomes insolvent and the insolvency results in the sequestration of his/her estate.
 - If he/she is convicted or has been convicted in the RSA or elsewhere of theft, fraud, forgery, perjury or any other offence which involves dishonesty.
 - If he/she is sentenced to imprisonment without the option of a fine.
 - If he/she is removed from an office of trust on account of misconduct in respect of fraud or the misappropriation of money
 - If, by ordinary resolution of a general meeting of the Body Corporate, he/she is removed from office (provided that the intention to vote upon the removal from office has been specified in the notice convening such meeting).
 - If he/she is/or becomes disqualified from holding office as a director of a company in terms of the Companies Act, Act 71 of 2008
 - If he/she fails or refuses to pay the Body Corporate any amount due by him/her after a court or adjudicator has given a judgement or order for payment of that amount.

The following having been duly proposed, were elected to serve until the conclusion of the following Annual General Meeting:

Tshikae	Power
Makhuvha	Muditambi
Lepati	Thabo Paul
Mphofu	Andrew

Carried with 85.9% in PQ

12 REPORT ON THE LODGEMENT OF ANY AMENDMENTS TO THE SCHEME'S RULES

It was confirmed that there were no amendments, substitutions, additions or repeals of the rules in the **preceding financial year** of the Scheme that had to be submitted to the Ombud for approval and filing.

13 DETERMINATION OF THE DOMICILIUM CITANDI ET EXECUTANDI OF THE BODY CORPORATE

It was resolved that the domicilium citandi et executandi of the Body Corporate be determined as:

Villa Olive Body Corporate
 c/o Trafalgar Property Management
 829 Stanza Bopape street, Arcadia, Pretoria, 0007

14 ANY DIRECTIONS OR RESTRICTIONS IN TERMS OF SECTION 7(1) OF THE SECTIONAL TITLE SCHEMES MANAGEMENT ACT, ACT 8 OF 2011

No new Directions or restrictions were given to the trustees elected.

15 ANY SPECIAL BUSINESS OF WHICH DUE NOTICE HAS BEEN GIVEN

N/A

16 CLOSURE

The business of the meeting having been concluded, the Chairperson declared the meeting closed at 19h45

DECLARED A TRUE RECORD OF THE PROCEEDINGS

CHAIRMAN

DATE

TRUSTEE / MANAGING AGENT

DATE

Approved at the following General Meeting of the Body Corporate held on _____ 20__

CHAIRMAN

DATE

TRUSTEE / MANAGING AGENT

DATE

THE VILLA OLIVE BODY CORPORATE

CONDUCT RULES

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Rules established for the Body Corporate of **THE VILLA OLIVE** in terms of the Sectional Titles Management Act 2011, hereinafter referred to as "the Act". These rules are effective immediately in substitution of the existing rules.

1. DEFINITIONS

- A. The following definitions shall be read together with the definitions, etc. as contained in the Act.
 - i. **Body Corporate**:- Each owner of a unit is part of the Body Corporate of the complex THE VILLA OLIVE.
 - ii. **Communal Property**:- Any part of the land of the complex THE VILLA OLIVE that is not included in a Section and which includes such things as thoroughfares for vehicles and gardens.
 - iii. **Exclusive use of**- A part or parts of the communal property for the exclusive use of the owners or owner of one or more sections as contemplated in the Act.
 - iv. **Land**:- The land that forms part of the complex THE VILLA OLIVE as indicated on the Sectional Plan.
 - v. **Section**:- A section of the complex THE VILLA OLIVE which is indicated on the Sectional plan as such and belonging to the registered owner.
 - vi. **Trustees**:- The controlling body of the complex THE VILLA OLIVE as elected by the Body Corporate at the Annual General Meeting.

2. PREAMBLE

- A. These rules have been drawn up with a view to ensure orderly, pleasant and congenial living conditions and surroundings for all the residents and the protection of the collective interests of THE VILLA OLIVE.
- B. In terms of the Act, all functions and duties of the Body Corporate are performed by the Trustees subject to any restriction imposed or directions given at a General Meeting of owners of sections.
- C. The reference to BODY CORPORATE / TRUSTEES in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instructions of the Board of Trustees.
- D. In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate on sub-committees to assist them.

3. PROPRIETARY RIGHTS TO CONDUCT RULES

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

4. DUTIES OF OWNERS AND RESIDENTS OF SECTIONS

- A. The attention of owners and residents of sections is especially drawn to the Management Rules contained in the the Act (Duties of owners and occupiers of sections) and more specifically the Duties of owners.
- B. The owner will never be relieved of his duties to ensure that the house rules are conveyed to the letting agency and or to the proposed tenants.

5. DOMICILIUM CITANDI ET EXECUTANDI AND REGISTER OF OWNERS

- A. The attention of all owners is also especially drawn to rule 3 of the Management Rules.
- B. It is the duty of the Owners to notify the Trustees / Managing Agent forthwith of any change of ownership or tenants in his / her section and of any mortgage or other dealing in connection with his / her section.
- C. The Trustees are charged with maintaining a Register of Owners and Registered Mortgagees of sections and of all other persons who have a real right, together with their addresses, after receiving the information from the owners.

6. SUPPLY OF TENANT'S PARTICULARS BY NON-RESIDENT OWNER

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

7. LETTING AGENCIES

- A. It is the duty of the owners to ensure that the letting agencies he/she intent using is registered with the BODY CORPORATE / TRUSTEES to aid in the enforcement of the house rules.

RULES

8. GENERAL

- A. The communal property of the complex THE VILLA OLIVE shall jointly belong to all the owners of units in the said complex and it is the duty of each owner/resident to protect any part of the communal property as if it were their own private property.

9. TENANTS

- A. All the rules shall apply *ipso facto* to the tenants and all persons who have obtained right of occupancy of a section in whatever manner, and no agreement with such residents that is contrary to this stipulation shall be binding.
- B. It is the responsibility of the owner to bring the contents of these rules for behaviour to the attention of residents and to see to it that they are adhered to.

10. VISITORS/GUESTS

- A. All the following rules shall apply *ipso facto* to visitors/guests of the owners/residents as well as to any person entering the property belonging to the complex THE VILLA OLIVE and it is the responsibility of the owner/resident to see to it that their visitors/guests and other persons adhere to and obey all the rules.

11. ENTRY BY THIRD PARTY

- A. In the interest of security, visitors will be required to sign the visitor's register at Security. Security should also be advised of any contractors who will be working in units.

12. INFLAMMABLE GOODS AND SAFETY OF PROPERTY

- A. A resident shall not store any material, commit or allow to be committed by his visitors/guests/contractors any dangerous act in the section or on the Communal Property which will or may increase the rate of premium payable by the Body Corporate on any other insurance policy.

13. NUISANCE

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

14. SILENCE

- A. All owners/residents are responsible for controlling their guests and visitors. No unnecessary disturbances or the use of such things as car hooters shall be allowed.
- B. Radios, Television sets, musical instruments and hi-fi equipment must be used in such a manner not to disturb other residents or the public. Complete silence after 22:00, weekdays and Sundays. Complete silence from 24:00 on Fridays and Saturdays unless prior arrangements has been made with the body corporate
- C. Any gathering held in the complex should be contained within the unit at all times. You are to notify your surrounding neighbours 7 days in advance of any social gathering that could cause an inconvenience to them.
- D. No fireworks or crackers are allowed within the complex except on Hindu Festival of Diwali and on New Year's Eve.

15. CHILDREN

- A. Parents are responsible for the safety of their children on the common property. For their own safety, children should not play on the driveways.
- B. Residents and visitors' children shall be controlled and supervised in order to avoid damage to the Communal Property and inconvenience and distress to other occupants.
- C. Residents must ensure that their children do not tamper with electrical switches, taps, post boxes, name plates, trees, plants, adornments and other fittings including garden items.
- D. Ball games shall not be permitted on the Communal Property.
- E. Children are not allowed to play near or around motorcars parked on the Communal Property.
- F. Skating or the use of skateboards on the Communal Property is strictly prohibited.
- G. When playing on the Communal Property, children may not damage the plants or flowers.
- H. No BB guns, ketties or pellet guns are allowed to be used in the complex.

16. MOTOR VEHICLES AND PARKING

- A. No resident/visitor may park or leave, or allow a vehicle to be parked on the communal property or in the thoroughfare(s) for vehicles. Only designated parking areas may be used.
- B. The Trustees reserve the right as per the Act, to have a vehicle that is parked on an unauthorised area towed away, at the cost and risk to the owner of the vehicle, costs incurred of removing the vehicle from the premises will be billed to the levy account of the relevant owner.
- C. Residents of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid on the Common Property or in any other way deface the Common Property.
- D. Residents shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the Communal Property.
- E. No motor wrecks may be kept on the Communal Property or on the sidewalks.
- F. Any damage caused as a result of unauthorised parking will be for the owner of the vehicle and no liability is accepted for any damage caused whilst a vehicle is parked in an unauthorised area.
- G. Parking of vehicles in entrances to the Communal Property or in areas giving access to garages and causing obstruction by doing so is strictly forbidden. Vehicles so parked may be towed away at risk and expense of the owner thereof.
- H. Vehicles may only be washed in the designated parking bays. These areas shall be left clean and tidy. Rubbish removed from vehicles such as cigarette stubs etc., must be deposited in the occupant's rubbish bin.
- I. Vehicles may not be driven at a speed in excess of 15 km per hour on the Communal Property.
- J. Vehicles must be driven as quietly as possible on the Communal Property and vehicle stereo systems must not be played at a volume that disturbs residents while driving through the complex.
- K. Motor hooters or other audible warning devices (excluding burglar alarms) may not be used on the Communal property.
- L. Garages shall be kept clean and tidy.
- M. Written permission must be obtained from the Trustees should a unit wish to house more than 2 vehicles.
- N. Vehicles parked at No Parking signs will be towed away at the owner's expense. When receiving visitors, please ensure that they do not use residents' parking bays, or in any way block entry to parking bays. Non-compliance will result in the vehicles being clamped or towed away at the risk and expense of the owner of the vehicle. Only bays marked "Visitors parking" or unmarked parking bays may be utilised by visitors.
- O. No caravans / boats / trailers allowed on the property without written permission from the Trustees.
- P. Garages to be used for storage of vehicles only. Garages may not be used as storerooms or as domestic workers sleeping quarters.
- Q. Garage doors must be kept closed at all times that the garage is not in use.
- R. The Body Corporate reserves the right to place a wheel clamp and sticker on all vehicles entering THE VILLA OLIVE, whereby the vehicle is deemed to be illegally parked. All costs associated will be for the relevant owner of the vehicle and will be debited to the levy statement of the Unit associated with the illegally parked vehicle. The Body Corporate will not accept any liability for any damages caused to vehicles should a wheel clamp and sticker be attached.
- S. The restrictions at the entrance gate for vehicles, are a height of 2,5m and weight of 5 tons.

17. BICYCLES, MOTOR CYCLES, ETC.

- A. Bicycles, motor cycles, tricycles, roller skates, skate boards, caravans, trailers and boats etc may not be left anywhere on the Communal property.
- B. The riding of Quad Motor Cycles will NOT be allowed on the common property.
- C. Any other motorcycle which generates an excessive noise level will not be allowed on the common property.

18. LAUNDRY

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

19. ANTENNAS

- A. No TV Antenna shall be attached to the walls of the communal property nor shall it extend through windows unless the prior written approval of the Trustees is obtained.
- B. Each owner may install one 60cm or smaller Satellite dish. The dish must be installed by a registered installer and must be installed on the unit's external property walls in such a way to cause no disturbance to other residents. Any dishes installed incorrectly or in such a way to cause a disturbance to other owners will be moved at the owners cost. The trustees reserve the right to have a communal dish installed for each block at a later stage, at which time all individually installed dishes will be removed at the owner's expense.

20. REFUSE DISPOSAL

- A. Refuse or refuse containers may not be visible on the communal property except in specially designated areas.
- B. An occupant of a section shall –
 - i. within his section or exclusive use area, maintain in a hygienic and dry condition, a receptacle for household refuse;
 - ii. ensure that before refuse is placed in the waste bins provided such refuse is placed in refuse bags. Tins or other containers should be completely drained.
- C. Rubbish may not be handled contrary to the regulations of the local municipal authority, eg. broken glass must be wrapped in a double layer of newspaper before being disposed of. Cardboard boxes must be torn up before being placed in the waste bins as the municipality will not remove unbroken boxes.
- D. Littering on the Common Property or on the property of others is strictly prohibited.
- E. Residents shall ensure that contractors attending to maintenance or improvements to their section on their behalf, do no litter on the Communal Property.
- F. Persons leaving rubbish on any part of the Communal Property or public areas surrounding the property are liable to prosecution under the Municipal Health Regulations.
- G. No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drain pipes. Residents shall be responsible for clearing blocked drains in their sections.
- H. An owner or occupant of a unit must:
 - i. Place refuse bins in front of the unit in the parking area before 8h00 on Thursdays, from where it will be removed.
 - ii. The refuse bags must be sealed properly. Torn bags are unacceptable.

21. EMPLOYEES AND HAWKERS

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

22. PETS

- A. The Trustees will consider any application to keep dogs and/or cats on the following conditions and it will be reconsidered annually:
 - * No more than one animal per unit will be allowed.
 - * A full-grown animal may not be bigger than 30cm shoulder height.
 - * The animal will be restricted to the boundaries of the owner's unit.
 - * Cats and bitches must be sterilized and where required by statute, licensed. These certificates must accompany your application and be kept available for enquiries or inspection purposes.

- B. A resident of a section shall not, without the prior written consent of the Trustees which approval may not be unreasonable withheld, keep any pet in his/her section or on the Communal Property. When granting such approval, the Trustees may prescribe any reasonable condition. The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of rule 22.i. by the owner of the pet.
- C. Dogs shall not be permitted on the Communal Property unless carried or leashed. All pets are to have a collar with their name and a contact telephone number of the owner. If not, it will be considered a stray.
- D. Owners of pets shall be responsible for the removal of excrement or refuse left on the Communal Property or in private gardens.
- E. Cat litter trays shall not be left on the Communal Property and cat litter shall be sealed in bags before disposal.
- F. Aviaries and accommodation for other approved pets may not be erected on the Communal Property or, if on an exclusive use area, in such a manner as to be conspicuous or offensive to other residents or the public.
- G. All cats must be neutered as soon as they reach a mature age, and a copy of the certificate must be forwarded to Trustees.
- H. Any pets not registered with the Trustees will be considered as stray and will be removed from the complex. All pets are to be registered within one month after receipt of these rules.
- I. When selecting a pet, please take into consideration your pets' needs, i.e. area required for size of pet. Should complaints be received regarding your pets' needs not being taken into consideration, the Trustees may withdraw or withhold permission to keep the pet.
- J. Permission to keep a pet may be withdrawn for the following reasons:
 - i. Should their dog be found wandering around the complex unattended and not on a leash.
 - ii. Pets fouling the common property and not cleaned by the owner.
 - iii. Should complaints be received about the pet causing a disturbance.
- K. In addition, owners will be liable to pay for any damage caused by their pets.

23. DOMESTIC WORKERS

- A. Domestic workers are to sign in at the security office on entering and leaving THE VILLA OLIVE premises. Owners must register Domestic Workers with the Trustees, indicating days of work.
- B. Should domestic workers contravene these Rules the Trustees reserve the right, if justified, to refuse such domestic worker entry to the Communal Property after notifying the employer.

24. GARDENS AND LAWNS

- A. The Trustees shall coordinate all gardening on the Communal Property.
- B. Each occupant must keep their private gardens neat at all times.
- C. Trees planted in a private garden need to be done in a manner not nearer than 400mm to the boundary wall, the tree base to be maintained at 150mm to 250mm in width to avoid any damages to the boundary wall in future. Failure to do so could result in damages to the boundary wall. Damages will be for the Owners account.

25. BUSINESS AND OTHER ACTIVITIES

- A. No business, profession or trade may be conducted on the Communal Property or in any section without the approval of the Board of Trustees.
- B. No auctions or jumble sales may be held on the Communal Property or in any section without the prior written permission of the Trustees.
- C. Hobbies causing a disturbance or nuisance are prohibited.

26. EXTERNAL APPEARANCE

- A. A resident of a section shall not place or do anything on any part of the Communal Property, including patios, balconies and private gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of a section.
- B. Unless authorized by the Trustees in writing, no decorations may be attached to a section. Applications for consent shall be lodged with the Trustees containing full details of the intended work. Work may not proceed before the written consent of the Trustees has been obtained.
- C. Air-conditioning units shall not be installed in a section unless approved by the Trustees.
- D. No obstructions shall be placed on walkways or any portion of the Communal Property.

27. INTERIOR

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

28. COMMUNAL PROPERTY, EQUIPMENT AND INSTALLATIONS

- A. Fire-fighting equipment (if applicable) may UNDER NO CIRCUMSTANCES be used for any purpose other than that for which it is intended. Fire extinguishers and fire hoses are not to be used for any purpose other than that of fighting fires. Any person found using the fire hoses for any other purpose will be liable for prosecution by the fire department but will also be made to pay for the hose to be resealed by the fire department.
- B. UNDER NO CIRCUMSTANCES may occupants tamper with or have work done on the above systems and installations serving the Communal Property. Any defects noticed by occupants must be reported to the Trustees.
- C. **UNDER NO CIRCUMSTANCES** may an owner or tenant erect any temporary or permanent structure in any section of the boundaries of THE VILLA OLIVE without the written approval of the trustees. The removal of such structure will be for the owners' account and will be added to the monthly levy.

29. SIGNS AND NOTICES

- A. No resident/owner shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Communal Property or of a section so as to be visible from outside the section, without first obtaining the written consent of the Trustees.

30. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMUNAL PROPERTY

- A. A resident shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the communal property without first obtaining the written consent of the Trustees.
- B. Notwithstanding rule 30.A., a resident or person authorised by him may install-
 - i. any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - ii. Any screen or other device to prevent the entry of animals or insects, provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.
- C. The Trustees shall be notified timeously of any work of whatever nature that is to be undertaken within or to the interior of any section and which will involve activity on the Communal Property or cause inconvenience or disturbance to other occupants. Such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other residents.
- D. Those persons having such work done and those persons performing it, shall at all times cooperate closely with the Trustees and shall in consultation with the Trustees, ensure that proper and satisfactory measures are continuously taken to adequately protect the Communal Property from damage, defacement, disfigurement or defilement.
- E. Workmen failing to co-operate may be prohibited by the Trustees from working on the premises.
- F. It shall further be the absolute responsibility of those persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly after completion of the project.
- G. The persons having the work done shall be held liable for costs incurred for cleaning and clearing up or reparations done, should the Communal Property be left in a dirty, littered or spoiled condition on completion of such work.
- H. The above Rules shall mutatis mutandis apply to any work authorised by the Trustees.
- I. When moving furniture or goods in and out of the complex, those persons doing so shall be held liable for the cost of repairing any damage done.
- J. The Body Corporate reserves the right to debit any costs incurred by damage caused to any common property by the resident of a unit to the levy account of the relevant owner. The collection of these costs will be attended to in the same manner as the collection of levies.

31. ERADICATION OF PESTS

- A. An owner/resident shall keep his/her section free of pests and insects, such as mice, rats, white ants, borer and other wood-destroying insects and to this end shall permit the Trustees, the Managing Agent and their duly authorised agents or employees to enter the section and take such action as may be reasonably necessary to eradicate such pests. The costs of the inspection and eradicating any such pests as may be found within the section and exclusive use areas, replacement of any woodwork or other material forming part of such section that may be damaged by any such pests, shall be borne by the owner of the section concerned.

32. PENALTIES AND LEVIES

- A. Should residents persistently disregard these Rules, they may be fined and/or summoned to appear before the Board of Trustees.
- B. Should such occupant be a tenant the owner will be advised and should the tenant continue to disregard the rules the Board of Trustees reserves the right to evict such tenant.
- C. Should any amount payable to the Body Corporate by an owner or resident be due or in arrears, an administration fee, as determined at the Annual General Meeting, became due till the date of receipt of payment. The Trustees may from time to time alter the interest rate provided that such interest rate does not exceed the maximum rate permitted by law. The Trustees must give all persons affected by this, 30 days prior written notice of any alteration to such interest rate stating the amended rate and the effective date of implementation.
- D. Should it be necessary for the Trustees to act against any owner or resident, such owner or resident shall be liable for all legal costs, on an attorney and client scale, as well as collection commission and administration costs.
- E. Fines will be issued on the following scale:
 - i. Reckless driving / wheel spinning / speeding: R300 for first offence, R500 thereafter
 - ii. Loud voices or music from unit: R200 for first offence, R400 thereafter
 - iii. Loud voices or music from braai area: R200 for first offence, R400 thereafter
 - iv. Loud car stereos: R150 for first offence, R300 thereafter
 - v. Illegal parking: R100 for first offence, R200 thereafter
 - vi. Littering: R100 for first offence, R200 thereafter
 - vii. Hanging washing over boundary wall: R50 for first offence, R100 thereafter
 - viii. Washing car outside of designated areas: R50 for first offence, R100 thereafter
 - ix. Other offences: At the discretion of the trustees.
 - x. Erecting of illegal structures: Double of the monthly levy will be rendered until the structure is removed. Removal of such structure will be for the owner's account.
- F. The trustees reserve the right to adjust the fines mentioned in 32.E. at their discretion.
- G. All levies are payable **in advance** on the first day of each month. If owners do not use a stop order facility, the levy may be paid on or before the tenth of each month. Unless other arrangements are made, and provided the Board of Trustees do not instruct otherwise, the following procedure will be followed in the collection of these outstanding amounts
 - i. Should the amount remain unpaid by the 10th (TENTH) of the following month, then a final reminder will be sent to the owner
 - ii. If the owner does not respond on the final reminder within 7 (SEVEN) days, the account will without any further correspondence be handed over to a legal firm for collection. The owner will be held responsible for all attorney-client costs, in accordance with the Act.

33. SECURITY

- A. **Occupants will at all times comply with the security arrangements. Any dispute should be referred to the Managing Agent.**
- B. **The main gate must be informed of visitors to ensure that least delay is experienced at the gate.**

34. COMMON AREA: LAWN

No parking is allowed on the common area – lawn. This will be treated as Illegal parking: R100 for first offence, R200 thereafter if vehicles are found parked in this area. Ensure that visitors are aware that parking is not allowed in this area. Fines will be charged to Owners.

35. WATER

Water must be used sparingly at all times.

36. PAINTING

- A. To ensure uniformity the Body Corporate is responsible for the painting, maintenance, repairs and replacement of:
 - i. facia boards, gutters, roof tiles and downpipes
 - ii. outside window frames
 - iii. gates which border directly on communal property
 - iv. the water meter (s) in each section
- B. in the event of malicious damage, neglect or problems resulting from work undertaken by the owner, his tenant or his contractor, the above will remain the full responsibility of the owner. Should such damage not be repaired, the Board of Trustees will repair it and the costs incurred added to the owners levy.

37. MAINTENANCE

- A. The owner of a section shall be responsible for the maintenance of:
 - i. The garage doors of his section and mechanism thereof
 - ii. The plastered inside wall surfaces of exclusive use areas: and
 - iii. Repair and maintenance of the geyser(s) in his / her / section: and
 - iv. All doors of his / her section.
 - v. Any owner planning to do any exterior painting must obtain prior written consent from the Trustees

38. OCCUPATION OF UNITS

- A. The maximum number of permanent residents (longer than three months) permitted to a unit, will be 2 per bedroom. After the three months, should this maximum be exceeded, it will cause additional expenses regarding services such as water, sewerage and refuse removal as well as possible damage to the Common Property. Therefore the Trustees will be entitled to increase the monthly levy pro rata to the percentage increase in occupants.

39. BRAAI AREAS

- A. Braai areas are only to be used for the purpose of braaiing. The only exception to this is those units that have their own built in braais, or people with Weber type braai's. No open fires allowed.
- B. No music will be allowed at the braai areas, whether from cars or other means.

40. RECONCILIATION OF RULES

- A. Any Conduct Rule contained herein, that corresponds to any Management Rule, must be reconcilable with the relevant Management Rule and may only be amended by a majority decision of the Body Corporate subject that it remains reconcilable with the relevant Management Rules.

41. COMPLAINTS / QUERIES / SUGGESTIONS

- A. Written complaints, queries and/or suggestions must be handed in by owners/residents, in writing, to the designated Trustee. Residents who have access to the internet can also e-mail complaints/suggestions to the managing agent.

42. EXTRA CHARGES

- (1) It is in the sole discretion of the trustees to take any remedial action necessary against any owner for the enforcement of any right, duty or obligations owed by any owner to the Scheme for the payment of any levy, administrative fee or any other charge that may become due in the enforcement of the Act, the Rules or any other obligation owed.
- (2) All members of the Body Corporate agree that any legal, or administrative fees incurred by the Scheme, pursuant to a valid agreement with any supplier, in the prosecution of any obligation owed, or the enforcement should be debited to the members account.
- (3) All members of the Body Corporate agree that all debt collection charges, as amended from time to time in the Act, which may be incurred by the Body Corporate when employing the services of a registered debt collector as defined in the Debt Collectors Act of 1998, can and should be debited to the errant members account.
- (4) All members of the Body Corporate agree and confirm that any owner who enters into a lease agreement, or allows possession, use and or occupation for any reason whatsoever for any period of time, must submit all details of said occupant/s to the Trustees and/or Managing Agent prior to occupation being granted. Any failure to submit the aforementioned details is an offence and may attract a fine in line with these rules.

43. CONCLUSION

It is hoped that with co-operation and loyalty to the rules and code of conduct set out above, all residents will experience a harmonious and happy life at THE VILLA OLIVE.