

Annexure C

THE HEIGHTS BODY CORPORATE

Registration No. SS (To be included when Sectional Title Register is opened)

CONDUCT RULES

Including the Conduct Rules prescribed in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act 8 of 2011) as set out in this **Annexure C**.

These Conduct Rules are to be read in conjunction with and as mutually explanatory of:

- a) the Conduct Rules applicable to the Zini River Estate ("The ZREHOA Conduct Rules"), a copy of which ZREHOA Conduct Rules are set out as **Annexure A**;

and

- b) the Management Rules ("the Prescribed Management Rules"), a copy of which Management Rules are set out in **Annexure B**.

In the event of any unreconcilable conflict between these Conduct Rules and the ZREHOA Conduct Rules (Annexure A) and the Management Rules (Annexure B), every effort shall be made to reconcile the conflict, but in the event of an unreconcilable conflict, the precedence between the various Management and Conduct Rules, as they apply to the Property, shall be as follows:

- The Management Rules (**Annexure B**); and
- These Conduct Rules of the Heights Body Corporate (**Annexure C**); and
- The Conduct Rules of the ZREHOA (**Annexure A**).

- 1. For the purposes of these Rules**, unless inconsistent with the context, the following words, expressions and phrases shall have the following meanings:

:

- (a) "Body Corporate" the legal entity responsible in terms of for the Rules and the control, administration and management of the Common Property for the benefit of all owners. Every person who becomes an Owner in the Scheme shall be a member of the Body Corporate.
- (b) "Building" shall mean any portion of a Unit in the Development known as "The Heights".
- (c) "Common Property" the land included in the Scheme and such parts of the Buildings not included in a Unit or a Section or an Exclusive Use Area.

- (d) "ZREHOA Rules" the rules and guidelines that are enforceable on the Owners to manage and maintain the development known as the Zini River Estate with which all Owners are obliged to comply.
- (e) "Exclusive Use Area (EUA)" that portion of the Property allocated to the Unit/Section for the Exclusive use and enjoyment of the Owner thereof.
- (f) "the BC Levy" the amount payable monthly to the Body Corporate the Levy payable to the Body Corporate ("the BC Levy") shall be a standard amount determined by the Trustees of the Body Corporate from time to time.
- (g) "the ZREHOA Levy" the amount payable monthly to the Zini River Estate Homeowners Association for membership of the Association, (as determined by the Board of Directors of the ZREHOA from time to time).
- (h) "Property" Erf 1065, Mtunzini, Registration Division GU, in extent 4, 0229 Ha (FOUR HECTARES, TWO HUNDRED AND TWENTY-NINE SQUARE METERS), which shall include the Buildings as defined above and all the land in the registered ownership of the Body Corporate "The Heights".
- (i) "Owner" shall mean, in relation to each Unit, Section and EUA, the person entitled to occupation thereof as a Member of the Body Corporate in accordance with the Sectional Plan, and allocated in terms of the Sectional Titles Act No 95 of 1986.
- (j) "Section" shall mean the Section of the Scheme forming part of the Unit purchased by each Owner and including the Exclusive Use Area purchased by such Owner.
- (k) "Unit" shall mean the portion of the Scheme purchased by the Owner, including the Section the EUA, and the portion of the Common Property purchased by each Owner.

In the interpretation of the Conduct Rules, the decision of the Trustees shall be final and binding.

2. Structural

- (a) The Units hereby occupied shall be used for private residential purposes only, and for no other purpose whatsoever. The Owner of each Unit shall accept sole responsibility for the interior and exterior of his/her Unit and shall make good any deterioration, damage or breakage to that property.
- (b) No Owner shall be entitled to make any alteration of a structural or any other nature to the exterior or the interior of the Building comprising the Unit or any part of the Section or the Exclusive Use Area without the prior written approval of the Trustees of the Body Corporate and while also meeting of all requirements of the local authority.
- (c) Each Owner of any Unit shall ensure that any sewer or drainpipes in, or from, such unit which may become obstructed, are forthwith cleared at his or her expense.
- (d) Each Owner shall at his or her expense forthwith make good all damage done, whether accidentally or otherwise, by him/herself, or any member of his household, or by his/her tenants or visitors or servants, or any Occupant, to any portion of the Common Property.
- (e) No shades, awnings, air-conditioners, solar panels, Satellite TV Dishes or window guards visible from the exterior shall be erected or installed in or about the Building except such as shall be approved in writing by the Trustees of the Body Corporate.
- (f) In order to ensure conformity with the existing overall Building elevation, and the requirements of Municipal Building by-laws, any proposed exterior alterations e.g. to windows, doors, or additions to exterior lighting etc, or the addition of any structure, water or other tank, or Jungle Gym, Solar Panels or the like, must be referred in writing by the Owner to the Trustees for approval, prior to submission to the Municipality authority for final approval and it is the Owners responsibility following approval of external alterations, to ensure that any external damage suffered to the Building, or any approved alterations or added structure, or the common property, including paintwork, plaster-work, etc be made good at the Owner's or Occupant's expense.
- (g) 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.
- (h) In amplification of sub-rule (g) an Owner 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;

- (iii) any fencing allowed or enclosing of any areas of the common property;

provided that the Trustees have first approved in writing the nature and design of the device and the manner of installation.

- (j) **Keys.** Owners or occupiers are responsible for their own keys, locks, windows, front doors, garage doors, fixtures, fittings and installations affording security to the interior of their sections and garages. In an emergency, when forcible entry is necessary, the Body Corporate shall not be held responsible for damage to, or replacement of windows, doors, or any other items.
- (k) All taps should be closed off effectively and kept in proper working order. External leakages should be reported immediately to the Managing Agent to prevent loss of water and possible damage to the Unit.
- (l) Construction/demolition noises shall only be permitted between the hours of 7.30 and 16:00 from Monday to Friday only and not on public holidays, unless pre-arranged with management.
- (m) The maintenance of the Unit itself, and any previously approved additions to the Unit, eg decks or verandas, gardens and swimming pools, wooden poles and fences in the common property although within the exclusive use area of any unit, shall be the responsibility of the owner of that Unit.
- (n) Only architects appointed to the panel of the Design Review Committee of ZREHOA may be used for the purpose either of supervising the construction of a Dwelling or for the purpose of determining any matter in dispute between the Parties.

3. Animals, Reptiles and birds.

The keeping of cats is not permitted, and the keeping of other pets is not encouraged and, in each instance, both '*ab initio*' and for replacement animals or pets, the approval in writing of the trustees in each instance is required.

- (a) An Owner of a section shall not, without the consent in writing of the Trustees, which approval may not be unreasonably withheld, and which may be given subject to particular conditions, keep any animal, reptile or bird in a section or on the common property. The Trustees may amend or withdraw such approval in the event of any breach of any condition prescribed below or under which permission was granted.
- (b) Owners are restricted to two dogs and no cats will be permitted.
- (c) Permission will be given for the dog(s) on the following conditions:
 - (i) The dog must be neutered if older than 6 months;

- (ii) The dog may not be taken onto common property unless on a leash and under the control of the Owner;
 - (iii) The Owner is responsible for picking up all fouling both on common property and in a Unit or Section or EUA;
 - (iv) The dog may not be taken into the swimming pool enclosure area or the pool;
 - (v) The dog may not be left to bark and cause a disturbance;
 - (vi) If any of the above rules are contravened and after being notified accordingly is not remedied the trustees reserve the right to withdraw this permission.
- (d) An Owner or Occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a Unit, and to accompany it on the Common Property.

4. Refuse Disposal

An Owner or Occupier of a Unit or Section shall: -

- (a) maintain in an hygienic and dry condition, a receptacle for refuse within his Unit, Section, or Exclusive Use Area or on such part of the Common Property as may be authorized in writing by the Trustees.
- (b) such receptacle shall be of a design and colour specified from time to time by the Trustees, and shall be kept in good condition and replaced, when necessary, with a replacement receptacle as approved by the Trustees.
- (c) ensure that before refuse is placed in such receptacle such refuse is securely wrapped, or in the case of tins or other containers, completely drained.
- (d) in keeping with being part of an eco-estate, recycling of recyclable items such as glass, tins, cardboard boxes (folded flat), paper, plastic containers, styrofoam containers, etc is strongly recommended and such recyclables should be disposed of as prescribed by the Trustees from time to time.
- (e) for the purpose of having the refuse collected, place such receptacle within the area and at times designated by the Trustees.
- (f) when the refuse has been collected, promptly return such receptacle to his/her section or other area defined in paragraph (a).

- (g) Owners/Occupiers must not allow any refuse, rubbish to be, or to remain in any part of the common property to which the occupants of other units have common access.
- (h) cigarette ends, or other objects, may not be thrown from windows, stoeps or patios onto the Common Property.

5. Vehicles

- (a) Motor vehicles of Owners or Occupiers and their tenants and their visitors may only be parked in such bays and areas as are specifically demarcated for that purpose.
- (b) Only the number of vehicles for which there is allocated parking allowed per Unit i.e. 2 vehicles.
- (c) No Owner/tenant shall park or stand any vehicle upon the Common Property, or permit or allow any vehicle to be parked or stood upon the Common Property, without the consent in writing of the Trustees.
- (d) Neither the Body Corporate nor its servants nor the Managing Agent or Supervisor shall be responsible for any loss which may be sustained by an Owner or user of a motor vehicle or any other vehicle parked or left on the premises or in any garage therein or in the vicinity thereof, nor for the personal injury suffered by any Owner or Occupier, servants or friends, whether or not such loss or injury is caused by fire, theft, burglary, negligence accident or by any other cause whatsoever.
- (e) Owners or Occupiers of Units or Sections shall ensure that their vehicles, and the vehicles of their visitors and guests do not drop oil or brake fluid on to the Common Property, or in any other way deface the Common Property.
- (f) No Owner or Occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property an Exclusive Use Area or in a Section.
- (g) No trailers, caravans, boats, or any other such vehicle may be parked on the common property without the consent in writing of the Trustees.
- (h) No person shall drive any motor vehicle, either entering or leaving the premises, at a speed in excess of 20km per hour. All signs will be adhered to and no hooters shall be sounded within the complex except in an emergency.
- (i) no trucks over 3 tons permitted to enter into the complex. Furniture must be decanted from any large pantechicon and delivered to the unit in a smaller truck.
- (j) Parking is subject to the express condition that every vehicle is parked at the risk and responsibility of the Owner/User, and that no liability shall

attach to the Body Corporate and/or agents or any of their 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 Property.

6. Appearance from outside

- (a) The Owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including decks and verandas, and gardens which in the discretion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (b) No Owner or Occupier of any Unit shall cause or permit:-
 - (i) linen or clothing to be hung on the verandas or decks, at the windows or outside the building where they can be seen except in certain areas set aside expressly for this purpose;
 - (ii) anything to be done in such unit, or upon any other portion of the common property, which shall constitute a nuisance or cause annoyance to any other occupant in the block.
- (c) All Owners or Occupiers shall comply with the reasonable requirements of the Body Corporate.

7. Signs and Notices

No Owner or Occupier of a Unit or Section, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Unit, Section or EUA, or on the Common Property.

8. Littering

An Owner or Occupier of a Unit or 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.

9. Storage of inflammatory material and other dangerous acts

- (a) An Owner or Occupier shall not store any material, or do or permit or allow to be done, any dangerous act in the Unit, Section or EUA, or on the Common Property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.
- (b) The Owner shall keep and maintain all electrical and other installations and fittings in the Unit, Section or EUA, or any Building in good order and condition, and shall not alter or interfere with the electrical or other installations or use them in a way which may conflict with the fire

insurance policy over the building, or increase the premium in respect of such policy.

10. Letting/Sale of Unit

- (a) Owners have a common law right to sell or lease their Units to any person legally entitled to buy or hire the Unit concerned. The Conduct Rules herein prescribed have been formulated on a reasonable basis, and are designed to ensure the peace, quiet enjoyment and convenience of all Owners or Occupiers resident on the Property, and all Owners or Occupiers shall make themselves familiar with these Conduct Rules.
- (b) All tenants of Units and other persons granted rights of occupancy by any Owner of the relevant Unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or grant of rights of occupancy.
- (c) No unit, or portion thereof, shall be rented out for any period shorter than six months at any one time.

11. Eradication of Pests

An Owner shall keep his section free of white ants, borer and other wood destroying insects and other pests and to this end shall permit the Trustees/ the Managing Agent and their duly unauthorised agents or employees to enter upon his/her Unit and taking such action as may be reasonably necessary to eradicate such pests. The costs of the inspection, eradicating any such pests as may be found within the section which may be damaged by any such pests shall be borne by the Owners of the Unit concerned.

12. Staff

- (a) Owners may not utilise the services of the body corporate staff for private business.
- (b) The day-to-day supervision of the Property has been entrusted to the Managing Agent who is responsible for the proper control of the whole of the Property and are empowered to eject any undesirable persons from the Property at any time, or to prohibit such persons from entering the Property.

Managing Agents must exercise discretion and diplomacy when dealing with situations of this nature and refer to the Trustees if necessary.

16. Conduct

- (a) No Owner or Occupier of any Unit shall cause or permit:
- (i) The residence of more than the number of persons permitted under the National Building Regulations or the local authority Health regulations being 2 persons per bedroom.
 - (ii) Any disorderly conduct of whatsoever nature upon the property, or any behaviour which shall constitute or cause a nuisance or an inconvenience to any Owner or other person.
 - (iii) The playing of any musical instrument, or the use of any T.V. or radio or other equipment between the hours of 23h00 and 06h00 in a manner likely to cause annoyance to any Owner/Occupier.
 - (iv) No Owner shall allow children to play in the parking areas or the roadway.
 - (v) Children must always be kept under control. Parents must ensure that children are aware of these rules in the best interest of their safety.
 - (vi) The use of any type of drone, be it for pleasure or any other purpose, is strictly forbidden on the Property or in the area of the Zini River Estate.

17. Electricity and Solar Power

- 17.1 The Heights BC has been designed to be predominantly “off grid” with reference to the supply of electrical power to the Scheme. The Purchaser acknowledges that, apart from The Heights Body Corporate being grid-tied for backup purposes, there is no direct connection to Eskom from each Unit. The responsibility for the supply of electrical power to the Scheme will be shared between the Owners and the Heights Body Corporate.
- 17.2 To this end, each Section will be equipped with solar panels, an inverter and a battery for storage of power. The electrical system has been designed to provide sufficient power for reasonable power consumption and power storage by each Section during periods where normal weather conditions prevail, and also to enable individual Sections to feed unused electrical power back to the Body Corporate when available and needed.
- 17.3 To cater for the supply of power to facilities on the Common Property and Common areas and particularly for the supply of solar energy to the street lights, pumps for water supply and pumps for the sewage treatment plant, The Heights Body Corporate has installed a Power Service Hub where additional solar power will be generated and stored, and be available for distribution to individual Sections when reasonably required and when available.
- 17.4 A bi-directional cable will be installed between each Section and the Service Hub with a bi-directional meter to measure the solar energy generated by each Section supplied to the Service Hub, and any energy consumed by the Section from the Service Hub.

- 17.5 Each Section shall be individually billed or credited by the Heights Body Corporate for the electricity it draws from or supplies to the Service Hub in accordance with a schedule of tariffs for supply and consumption determined by the Trustees of the Body Corporate from time to time.
- 17.6 Owners shall ensure that trees and shrubs that could cast shadows on their own or other solar panels installed by neighbours shall be kept trimmed, or when necessary removed, to avoid shadows falling on solar panels used to generate electricity on the Property.

18. WATER

- 18.1 The Heights BC has been designed to be “off grid” with reference to the supply of water services to the Scheme. The Purchaser acknowledges that there is thus no connection to municipal water systems, and that accordingly the responsibility for the supply of water to the Scheme will be shared between the Owners and the Heights Body Corporate.
- 18.2 To this end, the Heights Body Corporate has provided for water to be supplied to all sections from a borehole that has been tested to supply sufficient water of appropriate quality water, which has sufficient capacity to meet the reasonable water requirements of the Scheme, with such water to be supplied to a set of water tanks forming part of the Service Hub on the Property.
- 18.3 To supplement this supply of water from the tanks in the Service Hub, each Section will be equipped with two water tanks, one of which will be connected to a water supply system from the Service Hubs, and one connected to a rainwater harvesting system, comprised of gutters and a storage tank.
- 18.4 Each Section shall be equipped with a one-directional water meter and the Heights BC shall invoice each owner according to his/her usage of water from the Service Hub;
- 18.5 Owners shall ensure that water resources are used sparingly and in the best interests of all residents on the Property.

19. WASTEWATER (SEWER) SYSTEM

- 19.1 The Heights BC has been designed to be “off grid” with reference to the supply of wastewater (sewage) services to the Scheme. The Purchaser acknowledges that there is thus no connection to municipal wastewater systems, and that accordingly the responsibility for the supply of wastewater services to the Scheme will be responsibility of the Heights Body Corporate.
- 19.2 The Scheme has accordingly provided for a wastewater (sewer) reticulation system and a treatment plant whereby all wastewater is treated and rendered safe for reuse for non-domestic use on the Property.

- 19.3 The Heights BC shall invoice each owner for the supply of the sewer services, proportional to the water usage by such Section, in terms of a schedule of tariffs to be determined by the Trustees of the Heights Body Corporate from time to time.
- 19.4 The Purchaser must not:
- 19.4.1 dispose of any biocidal material into the system. These include redundant medicines, severe cleaning agents and solvents;
 - 19.4.2 dispose of abnormal solids into the system. These include cigarette butts, and other patently indigestible solids;
 - 19.4.3 use anything other than commercially sourced toilet paper;
 - 19.4.4 dispose of kitchen waste, fats and oils into the system (fats and oils separator installed by the Seller)
- 19.5 The Purchaser must:
- 19.5.1 allow all waste streams to enter the system;
 - 19.5.2 purchase and use any house cleaning agent that advertises 'enzyme compatible', or 'bacterially friendly';
 - 19.5.3 regularly check and service if required, the fats and oils separator connected to the kitchen waste (separator forms part of the items provided in the schedule – **Annexure L**)

20. Management General Control

- (a) The objectives of the Body Corporate and its Trustees are to control and manage the affairs of The Heights in the best interest of all Owners and Occupiers and within the prescribed limitations of the law in its widest sense i.e. The Sectional Titles Act No 95 of 1986 (As amended).
- (b) The Body Corporate/Managing Agent shall not be responsible for any interruption in the electric supply, nor for any loss or inconvenience any person may suffer in consequence thereof.
- (c) No outside radio or television aerials or satellite dishes or the like, shall be permitted in or about the building without the prior written consent of the Trustees.
- (d) The Owner or his agent shall inform every tenant or other occupant of the Unit of the contents of these Conduct Rules and shall be personally responsible for any breach of the rules by any such tenant or occupant.
- (e) Visits by hawkers, canvassers and travelling salespeople should at all times be discouraged.
- (f) All Owners or Occupiers shall comply with all additional rules which may be formulated from time to time and shall further adhere to all the reasonable requests of the Body Corporate and/or the Managing Agent.

- (g) A fine of between R500 and R5000, or such other amount as may be determined by the Trustees from time to time and notified to all Owners, will be implemented if any of these rules are contravened. The owner of the Unit occupied by the person contravening these rules will be charged with the fine if the fine cannot be recovered from the person actually contravening these rules. Discretion will be left to the Managing Agent to implement the fine. A written appeal can be made through the Managing Agent to the Trustees. Any appeal must be made within 3 days of the fine being given and must be fully motivated as to why the fine should not be implemented. The Trustees decision will be final.

21. Disputes and Dispute Resolution

- 22.1 In the event of annoyance, aggravation or complaints occurring between owners or occupants, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance.
- 22.2 If however, the problems cannot be resolved between the parties then they should be brought to the notice of the Trustees in writing.