

LE DOMAINE BODY CORPORATE **CONDUCT RULES**

in terms of Section 10(2)(b) of the Sectional Titles Schemes Management Act No. 8 of 2011

PREAMBLE

It is recognized that the way of life in a sectional title community differs from that with which most residents may have been familiar, and some residents find it difficult to adapt to this new different way of life. For the benefit and convenience of all and in the interests of harmony amongst residents and to promote and safeguard a specific way of life which Le Domaine offers it is essential that rules are in place to govern how the estate is run.

Each owner of a unit in a sectional title scheme owns the interior of the section and an undivided share in the common property. Common property includes the exterior of a section and all areas outside the immediate environs of an owner's unit which can be freely accessed by all other owners.

Le Domaine is designed for the active over 50's. The development is for individuals who enjoy a full and varied lifestyle emphasizing healthy living and comprising a variety of sporting and social activities, including comprehensive healthcare facilities. Le Domaine is not just a place to live but a way of life and the conduct rules represent the interest of the owners and residents of Le Domaine.

Here are some key elements which residents value, support and adhere to, including: Peace of mind, a secure peaceful haven, active and healthy life, homes and facilities to be proud of, fellowship, camaraderie and culture, the essence of village life, synergy with nature.

Community living in gated complexes can be difficult with the coming together of many differing cultures and personalities. Consideration of the interests and privacy of neighbor's, tolerance of the behavioral patterns of others and full observation of the Rules of the Body Corporate are extremely important in effecting a happy and harmonious co-existence.

Owners share the lifestyle and communal facilities with individuals who may differ in terms of tastes, interests, values and even prejudices. It is thus paramount that all residents cultivate a spirit of tolerance and follow the simple philosophy of 'consider thy neighbor, in order for all to enjoy our daily lives in Le Domaine.

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1. **PRELIMINARY**

These Conduct Rules shall not be added to, amended or repealed except by Special Resolution of the members of the Body Corporate in accordance with the Act.

2. **DEFINITIONS AND INTERPRETATION**

2.1. In these Conduct Rules, unless the context otherwise indicates:

2.1.1. "Act" means the Sectional Titles Management Act No. 8 of 2011 as amended from time to time together with any regulations made and in force thereunder;

2.1.2. "Trustee" shall include an alternate Trustee.

2.2. Words and expressions used in these Conduct Rules shall bear the meanings assigned to them in the Act.

2.3. The following words, phrases and expressions shall have the following meanings assigned to them for the purposes of these Conduct Rules:

2.3.1 "Buildings" means the structures of a permanent nature erected on the land on which the scheme is comprised, and to which these Conduct Rules and the Act apply;

2.3.2 "Land" means the immovable property described as the Farm Le Domaine No. 17672, Registration Division FT, situate at Hillcrest, eThekweni Municipality, measuring 38,6920 hectares (THIRTY-EIGHT HECTARES, AND SIX NINE TWO NOUGHT);

2.3.3 "Le Domaine" means the Sectional Scheme known as "Le Domaine" that has been established on the Land.

2.4. Words importing the masculine gender shall include the feminine and neuter genders and vice versa.

2.5. The headings to the various clauses of these Conduct Rules are provided for convenience of reference only and are not to be taken into account in the interpretation thereof.

3. **USER**

3.1. Unless the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered sectional plan to be for business purposes, an owner or occupier shall only use or permit such section to be used for residential purposes. Reasonable hobby activities shall only be permitted provided that there is no infringement of neighbors' rights. Should an owner or occupier conduct or allow activities to be conducted within a residential section or exclusive use area or on common property which are intended to be income earning and which by their nature involve regular attendance by clients and/or by employees (other than domestic employees) and/or regular deliveries/collections and/or unusual or excessive demands on the estate services and facilities, such activities shall be deemed to be business activities.

3.2. An owner shall not do or permit to be done in his section or on the common property anything that will or may increase the insurance premiums payable by the Body Corporate on any insurance policy except with the prior written approval of the Trustees. When granting such approval, the Trustees may prescribe any reasonable condition, including that the owner shall be responsible for any consequent increase in the insurance premium. The Trustees may

withdraw such approval in the event of any breach of any condition prescribed when granting their approval.

- 3.3 All owners and occupiers of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof and of all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for all the other owners and occupiers of the buildings and in accordance with these Conduct Rules and of the provisions of the Act.
- 3.4 An owner shall not cause or permit any disorderly conduct of whatsoever nature in the section or upon any part of the common property nor do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other owner or occupier of the buildings or member of the Body Corporate.
- 3.5 An owner or an occupier shall not keep, leave, or store any article or do anything on the common property except with the prior written approval of the Trustees, with the Trustees being entitled at any time in their discretion on written notice to such owner or occupier to remove such article from the common property or to refrain from continuing the previously approved activity.
- 3.6 An owner or occupier shall not allow any linen, clothing, carpets or mats to be hung on the outside of any section except in such place specially designated therefor. Carpets and mats shall not be shaken or dusted or beaten over the balconies, verandahs, corridors or through windows of the buildings.
- 3.7 No exterior accessories such as fences, awnings, canopies, patio enclosures or the like may be attached to or erected on or about a section or the common property, including the immediate exterior of a section, and the exterior of a section may not be painted or otherwise treated, except with the prior written approval of the Trustees. 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 when granting such approval. Any approved accessories shall at all times be maintained and/or renovated by the owner or occupier to the satisfaction of the Trustees.
- 3.8 Cigarette ends, and other objects may not be discarded on the common property and may not be thrown from windows or balconies of the buildings.
- 3.9 Inflammable or other dangerous material or articles may not be brought and/or stored on the common property or within a section.
- 3.10 An owner or occupier of a section shall allow a maximum of two (2) persons per bedroom per section (including such owner or occupier) to occupy the section on a permanent basis. Permanent occupation of a section shall be deemed to be any period in excess of thirty (30) consecutive days.
- 3.11 An owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property or on a balcony, verandah or the garden area adjacent to his section which in the discretion of the Trustees is aesthetically displeasing or undesirable.

- 3.12 No owner or occupier shall install any locking or safety device or safety gate on the exterior of his section or any burglar bars or burglar guards either internally or externally of his section except with the prior written approval of the Trustees. When granting such approval, the Trustees may prescribe any reasonable condition, including the condition that the nature and design of the device, gate and burglar bars or guards are of a uniform nature and specification within Le Domaine. Any such device, gate, burglar bars or guards shall at all times be maintained, repaired and/or renovated and insured by the owner or occupier to the satisfaction of the Trustees.
- 3.13 Certain of the common property areas are subject to owners, residents and their guests adhering to certain dress codes, more specifically Club de Vie, the sports club, communal areas and other recreational facilities. Access to such areas may be refused if the prescribed dress code is not adhered to.

4. **PETS**

- 4.1 It should be understood that whilst pets are permitted, the keeping of pets in a section is a privilege and not a right.
- 4.2 An owner of a section shall not except with the prior written approval of the Trustees keep any animal or bird in a section or on the common property, and the Trustees shall when considering any application by an owner, take into consideration the Le Domaine vision to promote natural flora and fauna, in particular the propagation, regeneration and proliferation of birdlife in its natural environment. When granting such approval, the Trustees may prescribe any reasonable conditions, which shall include, but not necessarily be limited to the following:
- 4.2.1 No more than TWO (2) small pets may be kept on or in a section at any time;
- 4.2.2 All dogs must wear a collar with a tag indicating the name, telephone number and unit number of the owner;
- 4.2.3 An owner who keeps a dog shall fence the garden area allocated to the section to the satisfaction of the Trustees;
- 4.2.4 An owner shall be permitted to exercise his dog on the common property provided that at all times the dog remains on a leash and any littering shall immediately be removed by the owner;
- 4.2.5 No dog shall be permitted in any portion of the buildings other than the owner's section;
- 4.2.6 No person shall allow any dog to foul the corridors, entrances, pathways or any other part of the common property or otherwise cause a nuisance;
- 4.2.7 Dog inoculations are to be kept up to date in accordance with the municipal by laws, or other relevant laws or regulations.
- 4.3 A written application to keep an animal or bird ("pet") must be submitted to and considered by the Trustees, in accordance with the Pet Policy before the pet is introduced to Le Domaine. Introduction of a pet without prior Trustees' consent is a contravention of these Rules and subject to the imposition of a penalty and may result in the refusal of any subsequent application. An application to keep a pet must contain the following:
- 4.3.1 Details of the type of pet including a description of the nature and anticipated mature size of the pet;
- 4.3.2 The written consent of the owners of each of the sections neighbouring the section at which the pet would be kept;

4.3.3 Proof of dog inoculations, which are to be kept up to date in accordance with the municipal by laws, or other relevant laws or regulations.

4.4 Upon the death or the permanent removal of any animal from Le Domaine, an owner shall be obliged to re-apply to the Trustees for written approval for the keeping of another pet in or on his section.

4.5 Tenants will not be permitted to have pets, with the exception that an owner who sells his section and becomes a tenant of another owner may be permitted by the Trustees on application to retain a pet that was previously authorized to be kept while still an owner, provided that the lessor agrees to this arrangement.

4.6 No large dogs will be permitted. No dogs will be permitted to be kept in sections where there are no suitable areas immediately adjacent which can be allocated and fenced off.

4.7 No reptiles will be permitted to be kept.

4.8 No cats will be permitted, as these will compromise the protection of birdlife in Le Domaine.

4.9 Under no circumstances shall the breeding or slaughter of animals be permitted.

4.10 No visitors' animals or birds are permitted on the estate.

4.11 The Trustees shall have the right to require any animal or bird to be removed permanently from Le Domaine where the provisions of this Rule, including any conditions imposed by the Trustees when granting approval, have not been observed.

5. **REFUSE SERVICES**

5.1 No refuse or rubbish shall be left on any portion of the common property or elsewhere, including any section where it is visible from outside of the section, whether in a receptacle or not, except for collection within the area and at the times designated by the Trustees from time to time.

5.2 An owner or occupier of a section shall:

5.2.1 keep and maintain in a hygienic and dry condition, a receptacle for refuse within his section;

5.2.2 for the purpose of having refuse collected, place such receptacle within the area and at the times designated by the Trustees from time to time;

5.3 Only household garbage will be collected. All other items e.g. broken flower pots, electrical goods, etc. are the responsibility of the resident to dispose of at the appropriate municipal dump site outside Le Domaine.

6. **SIGNS AND NOTICES**

No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or a section, so as to be visible by the public except with the prior written consent of the Trustees.

7. **SALES**

The owner of a Section shall not advertise or display for sale or sell any goods in or from his section, except with the prior written consent of the Trustees.

8. **GAMES**

No person shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of a section or on the common property or on the buildings, except in areas specially designated for such activities and no person shall play, run or make noise in any carport, or on any staircases, corridors, entrance areas, parking bays or in any part of the common property except in areas specially designated for such activities.

9. **MOTORISED VEHICLES INCLUDING GOLF CARTS**

- 9.1 Owners and occupiers shall at all times ensure that no oil, grease or fluid is allowed to drop onto or to soil any portion of the common property, and any garage or parking area constituting a portion of the common property which is used by an owner or occupier shall at all times be kept free and clean from oil, grease or fluid.
- 9.2 No articles other than motor vehicles or motor cycles shall be kept in any carport or open parking bay. Trailers, caravans and boats on trailers shall be kept in those parking bays situate on that portion of the common property designated specially for such purpose.
- 9.3 Motor vehicles of owners, occupiers and their visitors may only be parked on such areas as are specifically demarcated by the Body Corporate for that purpose and no vehicle shall be parked on any grassed areas or in such manner that it causes an obstruction on the common property. In particular, no vehicles larger than a standard type passenger vehicle may be parked in front of a garage or in a driveway, such vehicles constituting visual obstructions.
- 9.4 The Trustees may cause to be removed, clamped or towed away, at the risk and expense of the owner thereof, any vehicle causing an obstruction on the common property after due notice has been given to the owner thereof.
- 9.5 No owner or occupier shall dismantle or effect repairs to any vehicle on any portion of the common property or in a section.
- 9.6 Vehicles may not travel at speeds in excess of 25 kilometers per hour on any portion of the common property. The normal rules of the road apply on the estate.
- 9.7 Save for the purpose of gaining access to garages or parking bays, caravans and trailers may not be ridden or towed, except with the approval of the Trustees, or left on any portion of the common property or in any portion of a section where they are visible to the public and, no sleeping is allowed in any caravan or other vehicles on any portion of the common property, garages or carports.
- 9.8 Bicycles may only be ridden on the roads, and not the pathways. This prohibition expressly includes any device designed for and/or used for the conveyance of a person or persons, whether motorized or propelled manually, whether for recreation or for purpose, but shall exclude wheelchairs.

- 9.9 Motor vehicles owned or in regular use by permanently resident owners or occupiers of units within Le Domaine must be registered with the Body Corporate. The owner or occupier will be issued with an access card, at a cost determined by the Trustees from time to time, in respect of each such vehicle to provide convenient yet controlled access to Le Domaine.
- 9.10 All other motor vehicles, including vehicles in temporary use by permanently resident owners or occupiers of units, will be considered as visitors' vehicles, and will be granted entry / exit only at the main entrance to Le Domaine at 100 Acutts Drive.

10. **ACTIVITIES ON COMMON PROPERTY**

- 10.1 No hobbies or other activities may be conducted in a section or on the common property if it causes a nuisance to other occupiers.
- 10.2 Hobbies and other activities which cause undue noise, are not permissible under any circumstances.
- 10.3 Owners, occupiers making use of the communal sports and recreational facilities on the common property (including the gym) shall conduct themselves in an orderly and behaved manner and not cause any nuisance to any other owners or occupiers.
- 10.4 No owner or occupier shall use the communal sports and recreational facilities on the common property (including the gym) before 06:00 after 22:00.
- 10.5 No owner or occupier shall undertake any garden activities on the common property unless approved by the Trustees.

Only endemic and indigenous plantings shall be allowed, but decorative exotics may be planted, within a maximum of two meters of the unit.

No trees shall be removed, except in accordance with the long-term tree replacement plan, approved by the Board of Trustees, unless these are immediately and substantially threatening the infrastructure and have been approved in writing by the Board of Trustees.

- 10.6 Skateboarding, roller blading, roller-skating, model aero planes, drones or similar items are not authorized to be used on the Estate.
- 10.7 Swimming and fishing in the dams and waterways is not permitted.

11. **DOMESTIC HELP**

- 11.1 For security purposes, no domestic help (including gardeners, nurses and nurse-aides) may be employed by an owner or occupier except with the prior written approval of the Trustees, which approval may be withdrawn at any time by the Trustees upon giving the owner or occupier seven (7) days written notice of such withdrawal.
- 11.2 An owner or occupier who has received notice from the Trustees withdrawing their approval as contemplated in this rule shall ensure that the domestic help in question vacates the section, the common property and the land within the stipulated period.

12. **NOISE AND NUISANCE**

- 12.1 Motor hooters may not be used within Le Domaine.
- 12.2 Radios, sound equipment and television sets must be used in such a manner as not to be heard in adjoining sections or on the common property.
- 12.3 No noise generating activities are allowed between the hours of 22:00 and 06:00, and not at all on Sundays and Public Holidays.
- 12.4 Fireworks are not permitted at any time.

13. **CHILDREN**

Le Domaine is a scheme developed with the interests and ideals of retired and/or older persons in mind. Owners and occupiers must ensure that their children and /or their visitor's children are supervised at all times so that no nuisance or risk to the child's safety may be caused.

14. **VISITORS**

- 14.1 An owner or occupier of a section is liable for the conduct of his visitors and guests and he must ensure that all provisions of the Act and these Conduct Rules are adhered to.
- 14.2 The visitors and guests of an owner or occupier shall be entitled to use the communal facilities (excluding the gym), provided that they are at all times under the supervision of and accompanied by such owner or occupier.

15. **SECURITY PROTOCOL**

- 15.1 The security of owners and occupiers is a priority and as such the Board of Trustees is entitled to implement and enforce a security protocol, and to amend same from time to time as necessary. Such security protocol shall in particular regulate the right of entry into Le Domaine and failure to adhere to the protocol shall entitle the Trustees to deny access to the transgressor. In cases of persistent transgression by a non-owner or non-occupier, the Trustees shall be entitled, in addition to other remedies available to them for breach of these Rules, to refuse such person entry on a temporary or on a permanent basis.
- 15.2 Owners, occupiers, visitors and domestic helpers are required to adhere to the security protocol of the Body Corporate, as implemented from time to time.

16. **CALCULATION OF LEVIES**

- 16.1 Subject to the Rules below, the levy contributions due and payable by an owner in terms of section 3 of the Act shall be calculated and raised according to the participation quota of each section.
- 16.2 An owner's costs for electricity and water consumption in his section shall not be calculated according to participation quota but shall be calculated and raised according to the actual

metered consumption at the residential rate determined by the local authority from time to time.

16.3 The costs for the digital and medical emergency services shall both be calculated as follows:

16.3.1 The cost for the digital services shall be raised and charged at an equal rate per section;

16.3.2 The cost for the medical emergency services shall be raised and charged at an equal rate per section.

16.4 No offsets whatsoever are permitted against any of these costs, levies, or any special levy.

17. **DEBT COLLECTION POLICY**

It is recorded that levy and other statutory costs payable by owners are due and payable on the first day of each month. The Trustees shall be entitled to determine and implement a debt collection policy, and to amend same from time to time, as they in their sole discretion deem fit. The purpose of the policy is to ensure prompt and consistent action for late payment and to promote a culture of strict compliance. The debt collection policy shall not detract from the rights and remedies afforded to the Body Corporate in terms of the Act and the Management Rules.

18. **ALTERATIONS AND RE-DECORATION**

18.1 An owner may make alterations to the interior of his section, but no structural alterations nor alterations to the water, electrical installation, digital installation, conduits or plumbing may be effected except with the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose.

18.2 An owner may place in his section, at the owner's expense, any improvements, additions, fixtures or fittings, covering mantles, light fittings, refrigerators, cooking ranges, woodwork, panelling, ceilings, doors or decorations which will not cause any damage to the property, subject always to the condition that the owner shall at all times only use electrical appliances and fittings as shall comply with the electrical wiring of the property and shall at no stage jeopardise the safety of the property. An owner or occupier shall obtain an Electrical Certificate of Compliance in respect of any alterations, additions or changes to the electrical installations within the section.

18.3 Where non-enclosed decks or patios extend marginally outside of the registered area/section, the unregistered extension will be deemed, but not registered, as an Exclusive Use Area of that unit/section for internal administration purposes. The Owner shall:

18.3.1 maintain and repair that area as if it were a part of his section and keep it clean and tidy.

18.3.2 ensure that the area is not used in any way that creates a nuisance to or threatens the safety of any other member, tenant or occupier or any other section or part of the common property; and

18.3.3 not part with possession of the area separately from his section.

19. LETTING AND OCCUPATION OF SECTIONS

- 19.1 An owner may let or part with occupation of his section provided that:
- 19.1.1 no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the Body Corporate or other owners in terms of these Conduct Rules or the Management Rules or any other provisions in terms of the Act;
- 19.1.2 an owner has lodged with the Body Corporate a signed and completed copy of the standard Body Corporate lease agreement;
- 19.1.3 as a condition precedent to any such letting and/or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is given, as the case may be, a signed undertaking in favour of the Body Corporate that such lessee or person is aware of the provisions of these Conduct Rules and the Management Rules of Le Domaine and undertakes to abide by and comply with such Rules. The undertaking shall be on the terms and conditions as the Trustees shall from time to time require and shall be lodged with the Trustees prior to such lessee or person being given occupation of that section. Irrespective of whether a formal lease is in place, the registered owner of the section remains responsible for all actions and outstanding amounts due to the Body Corporate of the occupier thereof, whether temporary or permanent, and these Conduct Rules apply equally to such occupiers.
- 19.1.4 the period of lease or right of occupation shall be for a period of not less than six (6) months and the lease or document conferring the right of occupation shall be reduced to writing and signed by the owner and the lessee or occupant, as the case may be, and that its terms and conditions shall be approved by the Trustees. The lease or document shall contain a stipulation that any breach of the undertaking set out in 19.1.3 shall constitute a breach of the lease or agreement;
- 19.1.5 the owner shall furnish the Trustees with an irrevocable Power of Attorney authorising the Trustees to take such legal action, as the Trustees in their absolute discretion may determine, on the owner's behalf, against the lessee or person to whom occupation is given, should such lessee or person commit a breach of the lease or document referred to in 19.1.4.

20. CORPORATE OR TRUST OWNED SECTIONS

- 20.1 If an owner of a section is a company, close corporation or trust then no shares, member's interest or beneficial interest in the owner shall be allotted or transferred so as to result in the alteration of the control of the owner except with the prior written consent of the Trustees (which consent shall not be unreasonably withheld), and after the Body Corporate has issued a clearance certificate to the effect that all levies, including the contribution to the Body Corporate's Levy Stabilisation Fund in respect of the owner's unit, have been paid or that provision has been made to the satisfaction of the Trustees for the payment thereof.
- 20.2 At all reasonable times, an owner contemplated in 20.1 shall permit the Trustees, without fee or charge, to inspect the Share Register, Founding Statement, Deed of Trust, Letters of Authority and any other document so requested in order to ascertain details of the control of the owner.

21. **OWNER'S OR OCCUPIER'S DEFAULT**

- 21.1 If any owner (whether himself or by his invitee, guest, servant, employee or occupier of his section) commits a breach of any of these Conduct Rules and fails to remedy such breach within a period of three (3) days after giving of a written notice by the Trustees or by the Managing Agents if so authorised by the Trustees, setting out the details of the breach and calling on the owner to remedy such breach, ("warning letter") the Body Corporate shall be entitled to take such actions as may be available to it in terms of the Act or these Rules, or by law.
- 21.2 In a case where an owner (or his invitee, guest, servant, employee or occupier of his section) transgresses any Conduct Rule after having received at least two (2) warning letters for transgressions of a similar nature, or at least three (3) written warnings of dissimilar transgressions, the Trustees may impose a fine, provided that:
- 21.2.1 The Estate Manager must motivate in writing the reasons for the imposition of a fine, with full particulars of the circumstances of the case, and recommend the amount of the fine;
- 21.2.2 The case must be considered by a duly constituted Trustees' meeting;
- 21.2.3 The owner in question must have been given reasonable written notice of the Trustees' meeting and of his right to attend at the meeting and to make representations thereat in defense or in mitigation;
- 21.2.4 The amount of the fine shall be reasonable in relation to the circumstances of the case.

22. **SUBDIVISION**

No owner shall subdivide or partition his section or any part thereof except with the prior written approval of the Trustees, who in granting such approval may prescribe such conditions as they in their discretion deem fit.

23. **AIR-CONDITIONING UNITS, HEAT PUMPS, SOLAR WATER HEATING PANELS AND SKYLIGHTS**

- 23.1 No owner or occupier of a section shall install any air-conditioning unit, heat pump, solar water heating panel or skylight in such section or on any part of the common property except with the prior written approval of the Trustees, and when granting such approval the Trustees shall take into consideration whether such units comply with national and municipal engineering requirements or interfere with the peace and quiet within Le Domaine and whether their installation is aesthetically acceptable within Le Domaine.
- 23.2 Any such units are to be placed as unobtrusively as possible in respect of road side aspects and impact on neighbouring properties. Proposed installation points are to be approved by the Trustees prior to installation.
- 23.3 Any air-conditioning unit, heat pump, solar water heating panel or skylight shall be kept in a state of good repair and maintained and renovated to the satisfaction of the Trustees. Should the Trustees not be satisfied with the physical appearance or working order of a particular air-conditioning unit, heat pump, solar water heating panel (including their integration with the estate's water and electricity services) or skylight, the owner of such unit shall have it repaired

or renovated to the satisfaction of the Trustees. The repairs or renovations shall be done at the expense of the owner who shall have no claim to compensation whatsoever.

- 23.4 All structural alterations and alterations to the water, electric wiring, conduits and plumbing must be approved in writing by the Trustees and then subject to such conditions as the Trustees may impose.
- 23.5 All installations shall comply with the generally accepted building regulations and shall at no stage jeopardize the safety of the property.
- 23.6 All applications to the Trustees for approval must be accompanied by a brochure of the company engaged to do the installation, a photograph of the unit and a sketch showing clearly the position of the installation of the unit on the section.
- 23.7 The Trustees may request evidence of acceptance of the proposed installation by the owners of neighbouring units before any approval is considered.
- 23.8 All repairs and maintenance to the units installed will be the responsibility and for the account of the owner. Any consequential damage and ongoing maintenance to the common property which includes the roof or section as a result of the installation of the unit must be remedied by the owner. If the owner fails to adequately remedy the area and such failure persists for fourteen (14) days after receipt of written notice to repair or maintain, given by the Trustees or the Estate Manager, the Body Corporate shall be entitled to remedy the owner's failure and recover the cost of doing so from such owner including any legal costs incurred by the Body Corporate in the enforcement of its rights.
- 23.9 As soon as possible after the installation of the unit but not later than thirty (30) days thereafter the owner shall take steps to have the improvement to the unit insured at the full replacement value thereof against the perils as listed in Management Rule 23 by requesting additional cover under the Body Corporate insurance policy. The additional insurance premium charged for the improvement shall be for the account of the owner.

24. **CARE CENTRE**

The Care Centre at Le Domaine is operated by a private enterprise. Although established and operated for the benefit of owners and occupiers, it is independent of the Body Corporate of Le Domaine. The Body Corporate, the managing agents or their respective employees, representatives or agents assume no liability whatsoever for the wellbeing of an owner or occupant utilizing the services available at the Care Centre and shall under no circumstances be liable for any loss or damages suffered while utilising the services of the Care Centre, from whatsoever cause arising and including loss or damage caused by gross negligence.

25. **SALE AND LETTING**

- 25.1 An owner intending or wishing to sell, let or otherwise dispose of or part with occupation of his section, or any share, interest or right therein, shall where required, only use an estate agent who has been approved and accredited by the Trustees and appointed to the Body Corporate's panel of estate agents. An owner when so selling, letting or disposing of his section or interest therein or right of occupation thereof, whether privately or through the services of an estate agent, shall comply strictly with the following rules:

- 25.1.1 viewing of the section by prospective purchasers/tenants/occupiers shall be on a strictly “by appointment” basis only;
- 25.1.2 no show houses shall be permitted under any circumstances;
- 25.1.3 no advertising shall be displayed or permitted on the common property of Le Domaine, including the exterior walls of the buildings or of the boundary walls of Le Domaine;
- 25.1.4 an owner shall only use the standard sales or letting documentation as provided by the Body Corporate, which documentation shall, inter alia, include the provisions of this Rule 25;
- 25.1.5 an administration and documentation fee in an amount determined by the Trustees from time to time by Trustee Directive shall be paid to the Body Corporate, and as more fully set out in 25.4;
- 25.1.6 estate agents who have been approved and accredited and appointed to the Body Corporate’s panel of estate agents are to undertake in writing that they shall strictly abide by and comply with the Management and Conduct Rules of the Body Corporate, as well as to undertake to carry out to the best of their ability all the standard operating procedures in effect from time to time at Le Domaine;
- 25.1.7 No auctions will be permitted on the estate.
- 25.2 The provisions of this Rule 25 shall apply mutatis mutandis to the extent that the services of an estate agent are required where an owner of a section is a juristic person, such as a close corporation, company or trust and the members, shareholders, Trustees or beneficiaries (as the case may be) wish to sell or dispose of the member’s interest, shares or beneficial interest of such owner.
- 25.3 In the event of a breach of this Rule 25 the Body Corporate shall be entitled, in the absolute discretion of the Trustees, to implement or institute such action (including legal proceedings) to enforce its rights and to refuse its written consent as required for the transfer or cession of the section until the provisions of this Rule 25 have been complied with and an owner shall have no claim for damages arising out of the Body Corporate’s refusal to give such approval.
- 25.4 The administration and documentation fee payable to the Body Corporate as set out in 25.1.5 shall be paid by:
- 25.4.1 the owner in the event of the sale or other disposal of a section or any share, interest or rights therein, provided that where the sale or disposal of the section has resulted through the agency of an estate agent who will be receiving a commission arising from such sale or disposal then the administration and documentation fee shall be paid by the owner and deducted from the commission payable to the estate agent concerned;
- 25.4.2 the tenant or the occupant in the event of a section having been let by an owner, or where an owner has parted with occupation of his section, as the case may be.
- 25.5 No person, other than an owner of a section shall be entitled to occupy a section unless and until:
- 25.5.1 the Body Corporate has been furnished with a copy of the signed standard sales or letting documentation;

25.5.2 the new purchaser, tenant or occupant, as the case may be, has presented himself or herself in person and held a meeting with the Trustees (or their duly authorised representatives);

25.5.3 the administration and documentation fee referred to in 25.1.5 has been paid to or secured to the satisfaction of the Body Corporate.

25.6 Attention is drawn to the Management Rules which prescribe an owner's liability for payment of a contribution to the Levy Stabilisation Fund on the sale (*inter alia*) of a unit.

26. **TRUSTEE DIRECTIVES**

26.1 Whereas the functions and powers of the Body Corporate are required to be performed and exercised by the Trustees of the Body Corporate, the Trustees are hereby authorised and empowered (to the extent which may be necessary) to pass Trustee Directives from time to time in respect of the control, management, use and enjoyment of the common property.

26.2 A new Trustee Directive (or the overturning or amendment of an existing Trustee Directive) must be approved at a duly constituted Trustees' Meeting at which a quorum is present, by at least 75% of the Trustees.

26.3 Notification of the approval of a new Trustee Directive (or the overturning or amendment of an existing Trustee Directive) shall be provided to the members of the Body Corporate in the following manner:

26.3.1 the complete Trustee Directive shall be published on the Notice Board; and

26.3.2 owners shall be notified when a new/amended Trustee Directive has been put in place; and

26.3.3 all Trustee Directives in force shall be kept at the Reception desk for viewing during ordinary office hours; and

26.3.4 in respect of any owner who has provided the Trustees and/or managing agent with an email address, by sending a copy of the complete Trustee Directive to the owner by email.

26.4 Trustee Directive (or the overturning or amendment thereof) shall come into force and effect seven (7) days after the publication thereof on the Notice Board, or such later effective date as may be stated in the notice.

26.5 Once notification of a Trustee Directive has been effected in accordance with sub-rule 26.3, an owner shall be deemed to have knowledge thereof. Any owner disputing knowledge of a Trustee Directive shall bear the onus of proving that the notification thereof did not come to their attention.

26.6 In the event of non-compliance with any duly approved and published Trustee Directive, the Trustees shall be entitled to pursue whatsoever remedy may be available to it in law in respect of the enforcement of a Conduct Rule, including but not necessarily limited to the initiation of arbitration proceedings in terms of the Management Rules or the levying of a fine or penalty.

26.7 At each Annual General Meeting of the Body Corporate all Trustee Directives implemented, overturned or amended since the prior Annual General Meeting shall be considered by the members and shall be either:

26.7.1 overturned; or

26.7.2 approved by Special Resolution, to be added to the Conduct Rules; or

26.7.3 approved to remain in force as a Trustee Directive, subject always to the right of the Trustees to overturn or amend the Directive during the ensuing year.

26.8 Notwithstanding the consideration of the Trustee Directives at the Annual General Meeting, the Trustees may whenever they think fit, and shall upon a request by owners entitled to 25% of the total of the participation quotas of all sections, convene a Special General Meeting to consider and vote on any Trustee Directive.

26.9 In the event of any Trustee Directive being in conflict with or in contradiction to any provision of the Act or any Management Rule or Conduct Rule, such provision or rule, as the case may be, shall supersede the Trustee Directive.

27. **PENALTY TO BE CHARGED TO RESIDENTS WHO CHANGE COMMON PROPERTY WITHOUT THE NECESSARY AUTHORISATION AS NOTED IN CONDUCT RULE 3**

27.1. An owner of a section, including such owner's tenant/occupier and/or member of his family, shall not, except with the prior written approval of the Trustees, make any changes/alterations on or to common property including, but not limited to exterior walls, doors, windows, roof and the immediate surrounds of their unit. Nor shall the owner install any equipment that will substantially increase the electricity, water and effluent demands of their unit, without the prior written permission of the Trustees.

27.2. The Trustees shall, when considering any application by an owner, take into consideration the Le Domaine relevant Management and Conduct rules and the provisions of the Sectional Titles Act. Should an owner proceed to make changes/alterations without the necessary written approval, the Trustees may require the changes/alterations made, to be restored to the original condition of the common property and a fine may be imposed in accordance with Conduct Rule 21.2 and the extent of any fine governed by clause 27.4.

27.3. The Trustees shall not be precluded from instituting legal action against any owner for breach of any of the rules and the Body Corporate shall, at all times, have the election to proceed with legal action, notwithstanding any imposition of a penalty/fine provided for in terms of the rules, or already enforced by the Body Corporate in terms of the rules. Any expense incurred by the Body Corporate in so rectifying the breach and any loss sustained as a result of such breach and whether or not such expenses or loss is direct or indirect and including consequential loss or damages, shall be for the account of the owner in breach of the rule/s and recoverable from such owner by the Body Corporate as a debt.

27.4. The amount of the fine shall be reasonable in relation to the circumstances of the case but shall not be less than R 350.00 (Three Hundred and Fifty Rand) and shall not exceed R5 000.00 (Five Thousand Rand).

28. **AUTOMATIC CONTINUATION OF LEVY OBLIGATION AND PROVISION FOR LIMITED INCREASE AS AT YEAR END**

Subject to the Rules below, the levy contributions due and payable by an owner in terms of section 3 of the Act, shall be calculated and raised according to the participation quota of each section. This will be reviewed annually in accordance with the financial year end of 31 December. After the expiry of a financial year and until they become liable for contributions in respect of the ensuing financial year, owners are liable for contributions in the same amounts and payable in the same instalments as were due and payable by them during the expired financial year: provided that the Trustees may, if they consider it necessary and by written notice to the owners, increase the contributions due by the owners by a maximum of 10 (ten) per cent to take into account the anticipated increased liabilities of the Body Corporate. (PMR 21.3.b).

29. **INVESTMENT OF FUNDS**

Attention is drawn to amended Management Rule 43, allowing for surplus funds in relation to the Levy Stabilisation Fund, to be invested in moderate risk investments in order to maximise returns. (PMR 21.3.d)

30. **USE OF THE GYM**

- 30.1. The rules and directives for use of the gym at Le Domaine shall be determined by the Trustees from time to time;
- 30.2. The Body Corporate disclaims generally any responsibility for any injury to any person, damage, loss or theft of any property belonging to any person, which occurs or arises within the gym, irrespective of the cause thereof;
- 30.3. The gym shall be open for use on all days, but the Trustees reserve the right to prohibit or limit use of the whole or any part of it for any reason whatsoever.
- 30.4. In general, use of the gym and its facilities are for the use of and enjoyment of owners and owner's tenants/occupiers/residents;
- 30.5. All recreation or other facilities provided at Le Domaine, shall at all times be under the control of the Body Corporate, and any duly appointed employee or official authorized by it, may order any person using such a facility to cease use thereof and leave/vacate such facility, if in the opinion of the duly appointed employee or official, whose decision shall be final, that such person is guilty of:
 - 30.5.1 bad, rowdy or unruly behaviour;
 - 30.5.2 the use of foul or bad or blasphemous language;
 - 30.5.3 indecent behaviour;
 - 30.5.4 Interfering, preventing or obstructing any person's use and enjoyment of such facility and generally behaving in an unacceptable manner according to the normal standards of behaviour that the Body Corporate requires and insists upon, from all members."

DISCLAIMER

The Body Corporate will not be responsible for any loss or damage suffered by an owner or occupier, or guest, visitor or employee thereof, on the common property and/or in respect of any loss or damage caused by the Body Corporate or any servant or agent of the Body Corporate from any cause whatsoever and including from gross negligence, and it shall be the responsibility of an owner or occupier to effect his own insurances in respect of his personal effects contained in his Section or in any part of the common property.