



CONDUCT RULES

1. ALTERATIONS AND RENOVATIONS

All alterations and renovations will be subject to the approval thereof in Terms of the constitution of the Belladonna Master Home Owners Association.

2. PARKING BAYS

- 2.1 An owner shall not use his or her parking bay/s or permit in such manner or for such purpose as is likely to impair the safety, appearance or amenity of sections or other parts of the common property.
- 2.2 No vehicles shall be washed by using a fire hydrant, however, vehicles may be washed in the parking bays allocated to an owner.
- 2.3 An owner shall permit the Body Corporate, and/or other Owner's access to and across his or her or its allocated parking bay/s for purposes reasonably required for the maintenance, upkeep and cleaning of the parking bay and surrounding areas.
- 2.4 An owner shall not permit any heavy duty vehicles, commercial vehicles or trucks to park in the allocated parking bays or Common Property.
- 2.5 An owner shall not dismantle any part of a vehicle or attend to maintenance of any vehicles on allocated parking bays and/or the Common Property, provided that such repairs may be affected on the parking bay of an Owner with the prior written consent of the Trustees having been obtained and subject to the condition that the consent may not be given for a period longer than 48 (Forty Eight) hours.
- 2.6 The Body Corporate shall be responsible for maintaining the parking bays in a clean, hygienic, neat and attractive condition. The expenses to be incurred by the Body Corporate in respect of the foregoing, shall be apportioned equally over the total number of parking bays and the trustees of the Body Corporate shall be entitled to recover from the Owners, such equal portions of the expenses as relate to the parking bays in respect of which they enjoy the exclusive right of use. For the avoidance of doubt, it is recorded that no exclusive use areas will be registered in favour of any Owner in respect of a parking bay, but all parking bays will be allocated to an Owner in terms of Section 27A of the Sectional Titles Act, as amended.
- 2.7 The owners upon whom the rights enjoyment of a parking bay or bays have been conferred shall not be entitled to erect carports, shade-ports or other structures on the parking bay areas.

- 2.8 Improvements to parking bays shall only be permitted if authorised by special resolution and if applicable to all parking bays for uniformity.

3. **MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS**

- 3.1 Owners or occupiers of sections shall ensure that their visitors and guests:
- 3.1.1 observe any road signs on the common property;
 - 3.1.2 do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees of the body corporate not to be in the interest of safety;
 - 3.1.3 do not allow any unlicensed person or vehicle to drive within the common property; and
 - 3.1.4 speed limit of 15 km (fifteen) kilometres per hour within the Complex shall be adhered to.
- 3.2 Hooters shall not be sounded within the common property other than in the case of an emergency.
- 3.3 Vehicles may be parked only on such areas of the Common Property as are specifically indicated and approved by the Body Corporate for that purpose and in such a way that the flow of traffic and access to and ingress from parking bays is not obstructed. One vehicle may not occupy two parking bays.
- 3.4 Vehicles that are not roadworthy may not be parked on the Common Property other than for such short periods as may be approved by the Trustees of the Body Corporate, and with their prior written consent.
- 3.5 The trustees of the body corporate may cause to be removed or towed away, at the risk and expense of the Owner of any vehicle parked, standing or abandoned on the Common Property in contravention of these rules.
- 3.6 An Owner or Occupier of a Unit shall ensure that a parking bay is not used by him, his visitors or his guests unless that Owner or Occupier is entitled to use such parking bay in terms of the allocation in terms of Section 27A of the Sectional Titles Act.
- 3.7 All vehicles which are illegally parked or parked in contravention of any of these rules shall be clamped or towed away and a fine as determined by the Trustees of the Body Corporate, in their sole discretion, shall be levied.
- 3.8 Parking of vehicles upon the Common Property shall be subject to the express conditions that every vehicle is parked at the Owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of 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 being parked on the Common Property.
- 3.9 An owner may not without prior written consent of the trustees of the Body Corporate, which consent shall not be unreasonably withheld, let or sub-let the parking bay or in any other manner dispose of such parking bay or his rights therein.
- 3.10 The Trustees have the right to demarcate by yellow lines where parking is prohibited.
- 3.11 The use of soap box carts, skate boards, roller-skates etc. are **STRICTLY PROHIBITED**.
- 3.12 Pedestrians, animals and birds shall at all time have the first right of way on and about the Development.

- 3.13 No caravan, boat, trailer, motor cycle, bicycle, tricycle, trailer or commercial vehicle may be used or parked on the Common Property or be parked in front of parking bays. Delivery vehicles or for instance “bakkies” are however allowed.
- 3.14 Any person contravening any of the above rules, shall receive a written warning and shall receive a fine of R350,00 (Three Hundred and Fifty Rand) for each infringement. Such fine shall be payable along with the next levy and will be automatically deductible. Should the trespasser be a guest of an inhabitant, the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.

4. ADVERTISING SIGNS

- 4.1 The Developer shall be entitled to erect and display such advertising sign/s on the Common Property and any Unit as it in its sole discretion may deem fit, during the Development Period.
- 4.2 After the completion of the Restrictive Date, Owners or their agents intending to sell or let their unit(s), shall not be entitled to erect any advertising sign(s) on its Unit, the Common Property and/or any Unit without the prior written permission of the Trustees of the Body Corporate which, in the event of their giving such consent, shall be entitled to prescribe such conditions as they may deem fit regarding the situation and aesthetics of such sign(s).

5. SECURITY

5.1 General

- 5.1.1 Resident-access control measures (if any) may not be used by any person other than an Owner or Occupier of a Unit.

5.2 Burglars bars and gates

- 5.2.1 The pattern of burglar bars at the windows and the safety gates should conform to the Architectural Guidelines.

- 5.2.2 The burglar bars shall be affixed on the inside of the unit.

The gates and bars shall conform to the Architectural Guidelines.

6. BBQ FACILITIES

Barbeques may only take place in the demarcated area on the Common Property and only in a Weber or Weber-type braai.

7. M-NET / SATELLITE TV

- 7.1 An Owner or Occupier of a Unit who wishes to connect to the satellite dishes installed or to be installed for their benefit shall be allowed to install the relevant decoder equipment to receive M-Net and/or satellite TV, on condition that the Owner or Occupier shall be responsible for his own subscription fee in respect of such decoder subject to the benefit of such special rate as may be agreed (if any) by the trustees of the Body Corporate with the relevant service provider.
- 7.2 No Owner or Occupier of a Unit shall install any additional television aerial or satellite signal receiving apparatus to any part of the building where it is visible from the outside of the building or from any other Unit unless this is done with the written consent of the trustees of the Body Corporate.

8. INTERNET

No Owner or Occupier of a Unit shall install any additional television aerial or satellite signal receiving apparatus to any part of the building where it is visible from the outside of the building or from any other Unit unless this is done with the written consent of the trustees of the Body Corporate.

9. PETS

9.1 An Owner or Occupier of a Unit shall not be entitled to keep pets, reptiles, birds or an animal of any nature without the prior written consent of the Body Corporate.

9.2 Should consent be granted in terms of clause 9.1 above, the Body Corporate shall impose Conduct Rules at the discretion of the Body Corporate, to ensure that pets do not cause nuisance of any nature.

10. COMMON FACILITIES

10.1 The common facilities on the Common Property, namely the drying yard ("the facilities") are primarily for the use of Owners and Occupiers of Units.

10.2 Owners and/or Occupiers shall be responsible for the behaviour of their children, visitors or guests and shall ensure that their number at any time is not such so as to prejudice the comfort, enjoyment or convenience of other Owners and/or Occupiers wishing to make use of the facilities.

10.3 All Owners and/or Occupiers using the facilities shall ensure that the facilities are left in a clean and neat condition after their use thereof and shall be liable for any damage or loss during such usage.

10.4 The use of the facilities shall be entirely at own risk, and neither the Body Corporate nor the Trustees accept any responsibility of whatsoever nature in respect of any harm, loss and/or damage sustained by any person in the course of, incidental to or in connection with using the facilities, and each Owner and Occupier hereby indemnifies and holds harmless the Body Corporate, the Trustees and the Managing Agents against any claims of any of their respective family members, and tenants against the Body Corporate and/or the Trustees and/or the Managing Agents in respect of any harm, loss and/or damage sustained in the course of, incidental to, or in connection with using the facilities.

10.5 The Trustees may from time to time make Conduct Rules and other regulations in regard to the use of the facilities including (but not limited to) the access and times of access to the facilities.

11. REFUSE DISPOSAL

An owner or Occupier of a Unit shall:

11.1 maintain in a hygienic and dry condition, a receptacle for refuse within his Unit:

11.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

11.3 for the purpose of having the refuse collected, place such receptacle in the designated Refuse Room;

12. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

12.1 An Owner or Occupier of a Unit 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.

12.2 Notwithstanding clause 12.1 above, an Owner or person authorised by him, may install:

12.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his Unit; or

12.2.2 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.

13. **APPEARANCE FROM OUTSIDE**

An owner or Occupier of a Unit used for Residential purpose shall not place or do anything on any part of the Common Property, which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Unit. Nothing may be stored on any balconies (if applicable).

14. **LITTERING**

14.1 An Owner or Occupier of a Unit shall not deposit, throw, or permit or allow depositing or throwing, on the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

14.2 No objects may be placed on the window sills and balcony walls.

14.3 No cigarette butts, paper etc. may be thrown out of the flats or from the balconies (if applicable).

14.4 No washing or laundry may hang in windows or over balconies so as to be visible from the outside of any Unit.

15. **STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

An owner or Occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the Common Property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

16. **LETTING OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

All tenants of Units and other persons granted rights of occupancy by any Owner or the relevant Unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

17. **ERADICTION OF PESTS**

An Owner shall keep his Unit free of 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 upon his Unit from time to time for the purpose of inspecting the Unit and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradication any such pests as may be found within the Unit, replacement of any woodwork or other material forming part of such Unit which may be damaged by any such pests shall be borne by the Owner of the Unit concerned.

18. BREACH

- 18.1 In the event of an Owner committing any breach of any of the provisions of the Management Rules and/or Conduct Rules of the Body Corporate from time to time, and failing to remedy such breach within 3 days of the date of delivery by hand or posting by post of written notice calling upon such Owner to remedy the same; or
- 18.2 Committing or suffering the commission of any repetition of any breach or any of the terms and conditions of the Management Rules and/or Conduct Rules of the Body Corporate which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the member to desist from and/or not to repeat or suffer the repetition of the breach complained of;
- 18.3 The Trustees of the Body Corporate shall be entitled notwithstanding any indulgence that may have been shown to the defaulting Owner or Occupier, to take such action as may be available to it or them, either to enforce the relevant provision of the Management Rules or Conduct Rules, or alternatively impose a fine appropriate to the misconduct, or alternatively to restrain the defaulting member from continuing or repeating the unlawful conduct complained of as may be available to the Trustees of the Body Corporate, all without prejudice to any other rights that may lie against the defaulting Owner or Occupier for the recovery of any damages or loss which the Body Corporate or any other Owner or Occupier may suffer as a result of such breach and / or failure to remedy the same.
- 18.4 In the event of the Body Corporate instituting any legal action or proceedings against an Owner or Occupier as a result of any breach of the Management Rules or Conduct Rules of the Body Corporate or in terms thereof, such Owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between attorney and own client, including collection commission, on a scale as determined by the Law Society of the Cape of Good Hope from time to time.

19. QUIET TIMES

Silence should be kept during the following hours:

- 19.1 Mondays to Thursdays: From 22h00 to 08h00
- 19.2 Fridays and Saturdays: From 24h00 to 08h00
- 19.3 Sundays: From 13h00 to 16h00
From 22h00 to 08h00
- 19.4 Excess and unnecessary noise by vehicles, appliances, tools, pets and/or excessive noise determined by the Trustees in their sole and unfettered discretion from time to time, as well as other sources attributable to an Owner or Occupier constitutes a disturbance of peace in terms of these Conduct Rules.

20. OCCUPATION OF UNIT

- 20.1 The maximum number of persons who may occupy any Unit is a Family, as defined in the constitution of the BMHOA. Where a legal entity owns a Unit, the Unit may be occupied by a person or persons nominated from time to time, subject to the written approval of the Trustees. This permission may not unreasonably be withheld.
- 20.2 An auction may not be conducted on any part of a Unit or on the Common Property, nor any advertisement be erected inside or outside the building, on the Common Property.
- 20.3 No article or object may be left or stored on the Common Property without the prior

written permission of the Trustees.

20.4 A tent or any other construction may not be erected on the Common Property.

20.5 A Unit may only be utilized for Residential purposes.

20.6 No business or trading may be conducted from a Unit, except with the prior written permission of the Trustees.

21. MONTHLY CONTRIBUTIONS

21.1 All levies are payable 2 months in advance by the Owners and are to be paid before or on the 7th (Seventh) day of every month.

21.2 Should an Owner be in arrears with any payment, he may give a written warning to pay arrears within 10 (Ten) days of the date of the letter. Should he not pay within 10 (Ten) days, the Trustees shall have the right to take the following steps:

21.2.1 To stop all normal services to the Unit until the arrears has been paid. These services may include amongst other, electricity supply, water supply, refuse removal and the maintenance of the Unit. The Owner or Occupant is obliged to give access to the Unit to the Trustees or their representatives in order that they may effect the above arrangements. The Owner remains liable for payment of the full monthly contribution during the period in which the above services are suspended. Occupants will be informed of any proposed suspension of services on the same day as delivery of the letter of demand to the Owner.

21.2.2 Despite the above, the Trustees may sue the Owner for arrears contributions or any other amounts due and owing by the Owner to the Body Corporate.

21.2.3 Interest at 25 % (Twenty Five Percent) per annum plus a fine shall be levied on all arrears amounts with effect from the first day of the month on which the Owner became in arrears.

21.2.4 Should the Owner as referred to in sub-rule 21.2.2 above, be summonsed, or receive a letter of demand from any Attorney in order to collect the arrears amounts, costs will be payable on a scale as between attorney and own client.

21.3 The Trustees do not have to send monthly statements to Owners. Should an Owner become in arrears, only a letter of demand will be served.

21.4 Should an Owner require statements of accounts, he will be liable for the costs thereof.

22. PENALTIES

22.1 A person contravening any of the Conduct Rules herein, may receive a written warning from the Trustees or its agent as well as a penalty of R100,00 (One Hundred Rand) for each infringement. Should the trespasser be a guest of an inhabitant, the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.

22.2 If such warning is not heeded and any rules thereafter being contravened by such person, or somebody residing with him, or somebody in his service, or a guest, within a period of 2 (Two) months from date of the written warning, a fine in the sum of R500,00 (Five Hundred Rand) may be levied against the Owner's levy account for each

infringement thereafter, and he will be obliged to pay same promptly. This right to fine the trespasser does not impinge on any other rights which the Trustees may have against such trespasser. Should the trespasser be a guest of an inhabitant, the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.

22.3 The penalty may be adjusted annually at the General Annual Meeting should the members find it necessary.

23. **GENERAL**

23.1 The owners have confirmed that they are aware of the fact that this Body Corporate shall be a member of the controlling BMHOA and that the Body Corporate will have to pay levies to the BMHOA in the instance of the Body Corporate utilising any services or facilities provided or arranged by the BMHOA.

23.2 No Unit shall be transferred to a new Owner without the prior written consent of the controlling BMHOA.

23.3 The Constitution of the BMHOA is available from the Managing Agent as well as the website.

23.4 The Body Corporate will become a member of the BMHOA and will be represented on the BMHOA by the Chairperson of the Trustees or its appointee.

23.5 The Body Corporate and its members will be subject to the Constitution of the BMHOA.

23.6 No Unit may be sold or transferred by an Owner during the Restriction Period.

24. **COMMON GARDEN AREA**

24.1 The common garden area shall be kept in a tidy and neat condition, and be watered sufficiently. The Trustees shall have the lawns mowed regularly.

24.2 The common garden area may not be used in such a fashion as to detriment the safety, appearance and attractiveness of the Common Property.

24.3 A garden area shall at all times be kept neat. No rubble, paper, sand, brick, etc. may be deposited, thrown or permitted on the Common Property or the common garden.

24.4 The Trustees are to maintain all lawns, shrubs and trees.

24.5 Every occupant should as far as possible ensure that members of its family, guests and other people do not damage the lawns, shrubs, trees, lights, benches etc. any person who damages the Common Property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.

24.6 An Owner or occupant may not remove or transplant any plant, shrub or tree on the Common Property or on the common garden area without the prior written approval of the Trustees.

25. **DEFINITIONS AND INTERPRETATION**

25.1 In this Conduct Rules, the following words shall, unless the context clearly indicates otherwise, have the meanings hereinafter assigned to them.

25.1.1	<i>“Architectural Guidelines”</i>	means the Architectural Guidelines, attached to the Constitution, and available on the Website;
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25.1.2 “BMHOA”

means the Bella Donna
Master Home Owners
Association;

25.1.3 “Body Corporate”

means the Body Corporate
to be formed in terms of
Section 36 of the Sectional
Titles Act in respect of the
Development;

- 25.1.4 “*Building*” means the Building to be constructed by the Developer to be known and registered, upon completion, as Aster Village;
- 25.1.5 “*Common Property*” means any portion of the Development, indicated as such, on the Sectional Title Plan, approved by the Surveyor-General and includes the allocated parking bays in terms of Section 27A of the Sectional Titles Act;
- 25.1.6 “*Conduct Rules*” means the Conduct Rules as is provided for in this document and as may be amended from time to time by the Trustees;
- 25.1.7 “*Constitution*” means the Constitution of the BMHOA;
- 25.1.8 “*Developer*” means Corporate Aone Trade and Invest 8 (Proprietary) Limited, Registration Number 2008/005234/07 or its respective successors in title or assigns;
- 25.1.9 “*Development*” means the Development known as Aster Village to be developed by the Developer and includes the term “Complex”;
- 25.1.10 “*Development Period*” means the date of transfer of the last saleable property and/or Unit in the Belladonna Estate Development or the date the Developer notifies the BMHOA that it waives its right herein conferred upon it, whichever is the earliest;
- 25.1.11 “*Family*” means the head of a household, being an adult, his/her spouse as well as any natural descendants of the head of the household and his/her spouse;
- 25.1.12 “*Levies*” means the Levies that will be payable by the Owner to the Body Corporate or the BMHOA, if applicable;

- 25.1.13 “*Local Authority*” means the Local Authority having jurisdiction over the Development, being the City of Cape Town;
- 25.1.14 “*Managing Agent*” means the Managing Agent appointed by the Developer during the Development Period and thereafter by the Board of the BMHOA of the Body Corporate;
- 25.1.15 “*Occupier/Resident*” means any person or persons occupying any Unit, other than the Owner;
- 25.1.16 “*Owner/s*” means any Owner or Occupier of a Unit within the Development;
- 25.1.17 “*Restriction Date*” means 3 (Three) years after the date of registration of transfer of a Unit in favour of an Owner in the Cape Town Deeds Registry;
- 25.1.18 “*Trustees*” means the Trustees assembled as a board and refers to the Board of Trustees of the Body Corporate;
- 25.1.19 “*Unit*” means the residential section indicated as such on the Sectional Title Plan approved by the Surveyor-General as provided for in the Sectional Titles Act;
- 25.1.20 “*Website*” means the Website of the Development available on the internet at the following Website: www.mspd.co.za.