



PLOVER COVE BODY CORPORATE CONDUCT RULES

Rules established for the Plover Cove Body Corporate in terms of Section 10 of the Sectional Titles Schemes Management Act, hereinafter referred to as "the Act".

Date: APRIL 2025

CONDUCT RULES

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INTRODUCTION

A. APPLICABILITY:

- (1) The purpose of these Conduct Rules is to permit the occupiers/owners to have full enjoyment of their units and of the common property, as defined and dealt with in the act, without interfering with the rights of the other owners/occupiers, to contribute towards the efficient management of the complex and the protection of the collective interest.
- (2) The Plover Cove Body Corporate (hereafter referred to as the PCBC) hereby publishes the following Schedule of Conduct Rules. These Conduct Rules shall replace all previous rules and shall be effective from the date of registration with the Community Schemes Ombud Service CSOS.
- (3) These rules must be read in conjunction with the Conduct Rules and Memorandum of the Coves Governing Body NPC, as amended from time to time
- (4) These rules may be added to, amended or repealed by Special Resolution. Any addition, amendment or revocation shall be of force and effect as soon as the Chief Ombud has issued a certificate accepting any addition, amendment or revocation in terms of section 10 (5) of the Sectional Title Schemes Management Act hereinafter referred to as the "Act".
- (5) In terms of section 7 of the Act, all functions and powers of the Body Corporate are performed by the Trustees subject to any restriction imposed or direction given at a General Meeting of owners of sections.
- (6) The reference to Body Corporate/Trustees in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instruction of the Trustees
- (7) In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate or sub-committees to assist them
- (8) These Conduct Rules and the provisions of section 13 of the Sectional Titles Schemes Management Act no.8 of 2011 shall be binding on all residents of sections, including employees, visitors and any family members; and it shall be the duty and responsibility of an owner to take all reasonable steps to ensure compliance with these Conduct Rules by residents of his or her section, including employees, visitors and any family members, including the duties of owners in relation to the use and occupation of units and common property.
- (9) All the rules shall apply *ipso facto* to occupiers and all persons including the Trustees who have obtained the right of occupancy of a section in whatever manner, and no agreement with such occupiers that is contrary to this stipulation shall be binding.
- (10) Owners wishing to sell their unit/s must provide a copy of the Conduct Rules to the Estate Agents and/or the prospective Purchaser and ensure that a copy of these Rules shall be included as an Annexure to the Deed of Sale

(11) These Conduct Rules must be reasonable and apply equally to all owners of units.

(12) No indulgence or relaxation in respect of these Conduct Rules shall constitute a waiver or consent or prevent their enforcement by the Trustee Board at any time.

(13) All areas outside the perimeters of a section are classed common property including those that are allocated for the private use of the resident. (not to be confused with Exclusive Use)

B. PURPOSE:

(1) The purpose of these Conduct Rules is:

(a) To promote peaceful and harmonious relations between residents based on common courtesy and respect for their rights.

(b) to regulate the use of common property and amenities.

(c) the preservation of high standards of occupation for the mutual benefit of all residents

(d) to prevent any behaviour that will harm the community or life standards of residents

(e) to ensure that good standards of the appearance of buildings, structures and gardens are maintained

(2) It must be each resident's declared intent to live as harmoniously as possible with all other residents and to respect each other's rights of privacy and undisturbed use of their section. Common courtesy and consideration for others must be the basis for all aspects of behaviour

(3) It is the responsibility and duty of residents to ensure that they, their families, visitors, and employees are familiar with and abide by these Conduct Rules

C, DEFINITIONS:

In the interpretation of these Conduct Rules, unless it appears otherwise out of context:

(1) "**ARAC**" means the Architectural and Aesthetic Committee established by The Coves Governing Body's Board of Directors. The ARAC will consist of representatives of the Members, the Estate Architect, Management and further appointees by the Association

(2) "**Association**" means the Coves Governing Body NPC (Reg Number. 2003/010909/08), an association incorporated in terms of the Companies Act 71 of 2008.

(3) "**Body Corporate**" means the collective name given to all registered owners of units in the scheme.

(4) "**Act**" means the Sectional Title Schemes Management Act (Act 8 of 2011) and any Regulation made and in force there under.

- (5) "**Chief Ombud**" means the Chief Ombud as defined in Section 1 of the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011).
- (6) "**Common Property**" means all areas outside the perimeter of a section, i.e. all lawns, buildings, courtyards, driveways, facilities, and grounds on the outside of the Units and Sections that also includes private use areas
- (7) "**Complex**" includes the buildings known as Plover Cove Body Corporate (PCBC) which comprises all the Units, the common property and the private use areas.
- (8) "**Contractor**" means any artisan, builder, electrician, plumber, service provider, or other person employed by a resident, or the PCBC and includes sub-contractors.
- (9) "**Council**" means the Madibeng Local Municipality and its successors in title
- (10) "**CSOSA**" means the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- (11) "**CSOS**" means the Community Schemes Ombud Service
- (12) "**Exclusive Use**"
means an area of the common property as defined in Section 27 of the Sectional Titles Act, 1986 (Act 95 of 1986): and / or in terms of Section 10 (7) and (8) of the Sectional Title Schemes Management Act., 2011 (Act 8 of 2011).
- (13) "**Owner**" means the person in whose name the Unit is registered at the deeds registry in terms of the Sectional Titles Act, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who has died, the representative of an owner who is a minor or of unsound mind, or a juristic person recognised by law.
- (13a) "**Occupants**" also means owners, tenants, their guests, visitors, as well as their contractors and employees
- (14) "**Penalties**" means the fines to be imposed by the Trustee Board as contemplated in rule 20.
- (14a) "**PMR**" refers to the Prescribed Management Rules, Annexure 1 of the Regulations under the Act, alternately to the Managing Rules of the Body Corporate, if amended
- (15) "**Resident**" used in these Conduct Rules shall include:
 - a) the owner of any section, whether residing in the complex, or not.
 - b) all residents of the section, whether permanent or temporary, and any tenant, lessee, or representative of the owner.
- (16) "**Section**" means any section as shown on the Sectional Title Plan, as more fully provided for in the Sectional Titles Act, 1986 (Act 95 of 1986).
- (17) "**Security**" means the security firm as appointed by the Association and their security personnel.
- (18) "**STA**" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended, including the Regulations promulgated thereunder.

(19) **“ST SMA”** means the Sectional Title Scheme Management Act, 2011 (Act 8 Of 2011), as amended, including the Regulations promulgated thereunder

(20) **“Trustee Board”** means the Trustees, from time to time, of the PCBC, including an alternate trustee and / or a Professional Trustee.

(21) **“Unit”** means the section/s that is registered in the owner’s name and the undivided share in the common property apportioned to that section in accordance with the Participation Quota (PQ) of that section.

(22) **“Vehicles”** means any form of conveyance, including a bicycle, motorcycle, caravan, trailer, golf cart or boat & trailer.

D. INTERPRETATION:

(1) The rule headings are for convenient reference and shall be disregarded in interpreting these Conduct Rules.

(2) Unless the context clearly indicates a contrary intention:

(a) the singular shall include the plural and vice versa; and

(b) a reference to any one gender shall include the other gender; and

(c) a reference to a natural person includes juristic person, trusts, and partnerships and vice versa.

(3) Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words and expression in such Rule.

(4) When any number of days is prescribed in these Conduct Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

(5) Where numbers are expressed in words and in numerals in a Conduct Rule, the words shall prevail if there is a conflict between the two.

(6) Should any provision of these Conduct Rules be invalid and / or unenforceable, such provision is severable from the rest of the Conduct Rules and shall not affect the validity and enforceability thereof. Any subsequent changes to the Sectional Titles Acts shall be interpreted to have been included in these Conduct Rules.

(7) The Trustee Board's decisions regarding any matter with regards to these Conduct Rules shall be based on the provisions of these Conduct Rules, the prescribed Management Rules, and the Sectional Titles Acts, and the Plover Cove Architectural Guidelines.

(8) Any person who is in terms of the Deeds Registries Act, reflected in the records of the Deeds Offices concerned as the registered owner of any land in the township or owner of a sectional title as defined in the Sectional Titles Schemes Management Act, shall be a member of the Home Owners Association. The Memorandum of Incorporation and Rules of the Home Owners Association are binding as far as they are consistent with the South African Constitution and enforced by the Directors.

E. DIRECTIVES:

- (1) The Trustee Board may from time-to-time issue directives in connection with any Conduct Rule.
- (2) The directives shall provide directions as to the practical application of a Conduct Rule and the Trustee Board may through directives regulate, guide, and clarify practical matters pertaining to a Conduct Rule.
- (3) Directives may not conflict any Conduct Rule and the Trustee Board are not authorised to create further Conduct Rules through the issuing of Directives.

F. GUIDELINES:

- (1) The Trustee Board may from time to time prepare and revise the Architectural Guidelines to control all aspects of the design and appearance of the building and structures on the premises, including any alteration or additions(structures) also referred to in Conduct Rule 6
- (2) The Architectural Guidelines may contain specification, and sketch plans as to the nature, design, material, colours and manner of installation required to ensure uniformity of construction of structures also referred to in Conduct Rule 6

CONDUCT RULES

1. ACCESS CONTROL AND SECURITY:

- (1) The Association shall control the access to the Coves Estate and the right of access is reserved to the PCBC common property.
- (2) Access is at own risk. No claim of whatsoever nature against the PCBC, its agents, or employees, arising out of any damage to a vehicle while parked in the complex or arising out of the enforcement of these Conduct Rules shall be considered.
- (3) Residents must:
 - (a) ensure that they comply with any security measures, access control protocols, directives and any other security procedural requirements imposed from time to time by the Association.
 - (b) report all suspicious persons and incidents to Security immediately.
 - (c) at all-time ensure that the security and safety of other residents and their property are preserved, and to respect the authority of the Associations security company and their guards.
- (4) All vehicles entering the complex must drive quietly so not to disturb residents.
- (5) The employees, if any, or contractors of the body corporate shall not be interfered with. They receive orders from the trustees or caretaker only.
- (6) No hawkers, salespersons or persons canvassing for any purposes shall be allowed on the common property.

2. PETS AND ANIMALS:

- (1) Residents shall not keep any animal, in a section or on the common property without the written consent of the Association and the Trustee Board. When granting such approval, the Trustee Board may prescribe any reasonable condition. Keeping pets in the Complex is a privilege and not a right. Reptiles and birds are not permissible. Written notification **Addendum B** is to be used for this purpose.
- (2) The PCBC may grant permission, which must be in writing, for a maximum of 2 (two) small type or toy breed dogs, or 2 cats, or one small / toy breed dog and one cat. Pets must be correctly registered and approved by the PCBC & the Association before entering the Coves Estate. The resident must provide all the necessary information including photos of the pets and sign the required documentation, including:
 - (a) All pets are to be neutered / spayed and be up to date with the required inoculations. Copies and proof of neutering/ spaying and current inoculations to be submitted to the PCBC and the Association and will be registered on the access control system, Security may refuse access for pets if they are not on the system.

(b) Pets must wear identification tags that reflect the unit number as well as the telephone number and name of the owner.

(3) Approval by the PCBC for a resident to keep a pet does not constitute approval of the suitability of the pet and the resident indemnifies the PCBC against any claim, loss or damage it may incur that is caused by the pet while on the Complex.

(4) Approval for a pet to be in the Complex is subject to the following conditions and limitations, and the Trustee board may amend or add to these requirements:

(a) Noisy pets will not be tolerated. No excessive or uncontrolled barking, howling, whining etcetera, is allowed. Anything in the excess of 15 (fifteen minutes) continuously is regarded as excessive

(b) No pet is allowed in the Complex if it is, or can be perceived to be, a hindrance, danger or threat to the safety of other residents, visitors, service providers, or other pets.

(c) No large dog breeds are permitted.

(d) Residents are liable for any damage or injury caused by their pet to any property, resident or their pets, visitors, employees and all other persons on the Complex.

(e) Pets are not permitted to roam the common property or the streets of the Estate without the owners' supervision and must be on a lead.

(f) Dogs are to be properly controlled on a suitable leash when on the common property.

(g) Owners of animals must ensure that such animal remains on his premises and does not hinder neighbour, should complaints be received regarding your pet/s needs not being taken into consideration, the HOA / BC may withdraw approval to keep the pet/s.

(h) No poultry, pigeons, aviaries, reptiles, wild animals or livestock may be kept within the complex.

(i) Owners are liable to pay for the damages caused by their pets

(j) The pet may not be replaced with another when it passes away. A new application must be submitted for a new pet

(k) No pet may hurt any person. The owner of the pet will be held responsible for any costs.

(l) This permission is not transferable to an additional or alternative / following pet.

(m) Strict action will be taken against residents in the event of any breach of any condition prescribed in terms of sub rule (3), which may include the removal of the offending animal by the SPCA / HAWS, the owner be fined, the trustees withdrawing any approval, legal action or all the mentioned actions.

(n) The slaughtering of animals for cultural or religious purposes cannot be prohibited in terms of the Constitution of the Republic of South Africa.

The conditions for slaughtering of animals for religious and cultural purposes will be imposed and are as follows:

- *At least two (2) weeks written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the trustees for approval.*
- *The date and time of the proposed slaughtering.*
- *The type of animal to be slaughtered.*
- *The name and qualification of the person registered by the relevant authority to perform the religious or cultural slaughtering.*
- *Confirmation that the animal will be brought onto the premises immediately prior to the ritual or cultural slaughtering, and that all remains of the animal will be removed immediately from the premises after the act of ritual or cultural slaughtering.*
- *A notice from the local authority must accompany the notice confirming that all by-laws with regards to the ritual or cultural slaughter have been/will be complied with.*
- *A certificate from the Society for the Prevention of Cruelty towards Animals (SPCA) must accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter.*
- *Notice must be given to all adjacent units of the date and time of the proposed slaughter and proof of the receipt of such notice by the owner/tenant responsible for the unit must be timeously submitted to the trustees.*
- *Failure to comply with the requirements set out above will entitle the Body Corporate to prevent the act of ritual or cultural slaughtering from taking place on the premises or penalising the owner with a fine.*

(5) Residents shall:

- (a) Ensure that their pets do not foul any of the common property, including the gardens and driveways.
- (b) Ensure that all excrement is removed from "private use" common property gardens every day to ensure hygienic conditions are maintained and to enable the gardening staff or gardening service to attend to the garden or maintenance workers to enter the garden area and as a courtesy to your neighbours. Such matter must be placed in a sealed plastic bag and deposited into the refuse bins provided.

- (c) Immediately remove all excrement from the common property while the pet is being walked.
- (d) be charged a fee each time the PCBC has to clean up if the resident fails to clean up in their garden or on the common property as required. The fee shall reasonably reflect the cost of cleaning up as determined by the Trustee Board and may include a penalty for the inconvenience of having to clean up.
- (e) The resident grants the PCBC the right, should a pet be left abandoned, unattended or unsupervised for 24 hours or more, not provided with adequate shelter, food and water at all times or abused or mistreated or found running around the Complex or contravening any Council bylaws, to be removed by the PCBC or appropriate authorities, on instruction of the Trustee Board, after urgent notice to the resident by phone, WhatsApp or email. The PCBC is entitled to recover from the resident all costs to remove and kennel such pet.
- (f) The PCBC may withdraw any pet approval at any time in the event of any breach or non-compliance with these Conduct Rules after due process has been followed.
- (g) Residents who have more than two pets approved by the PCBC prior to the approval of these Conduct Rules may keep the additional pet but may not replace them and must thereafter comply with these Conduct Rules. This also applies to medium & large dogs which don't comply with these Conduct Rules.

3. SANITARY SERVICES, REFUSE DISPOSAL AND LITTERING:

- (1) Refuse may only be placed in approved refuse trolley bins available from the Association. This is to help prevent the infestation of flies and vermin in the Complex and ensure that the Complex meets all environmental and health and safety requirements.
- (2) A resident of a section shall:
 - (a) maintain in a hygienic and dry condition, a refuse trolleybin within his section or on such part of the common property as may be authorised by the Trustee Board in writing.
 - (b) ensure that household refuse may only be placed in the refuse trolley bins after it has been placed inside a plastic bag and tied securely to prevent refuse from coming loose within the refuse trolley bin. Ensure that before wet domestic refuse (including food scraps, dirty containers and all non-recyclable items) is placed in such refuse trolley bin it is securely wrapped in leak proof plastic bags that are tied and sealed, or in the case of tins or other containers, completely drained. No loose refuse may be deposited in the refuse trolley

bins. Ensure that glass and other items not suitable for a compactor are separated.

(c) not leave refuse outside any section, on the common property or not in the appropriate bin; compost heaps are not permissible.

(d) place such refuse bin within the area and at all times designated by the Trustee Board.

(e) be responsible to purchase a new bin in the event of his refuse bin being broken, lost or stolen.

(f) ensure that other refuse to be disposed of, such as polystyrene or cardboard boxes,

Must be cut or broken into smaller pieces before placing it inside the refuse trolley bins. Such items may not be placed on top of, or next to, the refuse trolley bins provided.

(3) The refuse trolley bins are for domestic waste only. All other waste including damaged furniture, garden tools, broken windowpanes and other sheet glass, old appliances, building rubble etc, must be removed from the Complex at the resident's cost

(4) Residents shall not deposit, throw or permit or allow to be deposited or thrown on the common property or in the sewers any rubbish, including dirt, cigarette butts, food scraps, fats, or waste of any other kind cans, bottles, wrappers, containers, nappies, animal excretions or any other litter whatsoever. Residents will be responsible for clearing blocked drains in their sections at their cost

(5) Garden refuse may not be placed in the refuse trolley bins. The garden refuse is to be placed in black bags by the resident for collection by the gardeners or gardening service.

(6) Residents shall ensure that contractors attending to maintenance or improvement to their units on their behalf do not litter the common property. It is the responsibility of the resident to arrange for a bulk type container for all building type rubble. These to be placed in a suitable place approved by the Trustee Board. The containers to be removed within 5days.

(7) No refuse, whether in bags or not, may be left on the common property or anywhere outside of a unit at any one time.

(8) Littering on the common property is strictly prohibited

(9) The PCBC reserve the right to sanction any resident in breach or non-compliance of these Conduct Rules and charge residents for any costs relating to the cleaning up of any mess made or damage caused, and recover any charges levied by the Association or other body.

(10) the Schedule for Refuse removal at the PCBC

Wednesdays Domestic Refuse in trolley refuse bins collected by gardeners

Bin liners supplied by the BC

Thursdays Recycling green bags: paper, glass, plastic etc

Green bags supplied by the service provider, owners to place bags on road kerbside in front of their unit or in front of their garage or carport for collection

Fridays Garden refuse in black bags (supplied by owner) for collection by gardeners or gardening service.

4. VEHICLES AND PARKING INCLUDING BICYCLES, MOTORCYCLES ETC

(1) The speed limit on all roads within the Coves Estate is 30 km / h. Vehicle drivers are requested to reduce speed to 20 (twenty) kilometres per hour whilst driving their vehicles in the Plover Cove Body Corporate Complex and to keep a proper lookout for other vehicles, pedestrians, pets, wildlife, and children.

(2) Parking

(a) Vehicles of residents shall only be parked in garages / carports or in such areas as are specifically provided to them by the PCBC and not in the designated visitor parking bays without specific written approval by the PCBC.

(b) No resident 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 of the Trustee Board in writing.

(c) No trucks, caravans, trailers of all description, quad bikes, off road scramblers, commercial vehicles, golf carts, or watercraft may be parked within the Complex, other than in garages. In certain circumstances permission may be granted by the Trustee Board to allow a resident to temporarily park one of these in the complex for no more than 3 (three) day consecutive days.

(d) Visitor Parking:

(1) Visitors may only park in the designated grassed / paved areas and not anywhere else on the driveways, and residents must ensure that their visitors are correctly parked.

(2) Only visitors 'motor vehicles are permitted to be parked in a visitor parking area, at any one time, on a first come first serve basis.

- (e) It is specifically prohibited to park in front of any garage / carport, except for the resident of the Unit and their guests, provided it does not hinder the movement of other vehicles.
 - (f) No vehicle may be parked in front of any fire hydrant or where it may obstruct access to a service.
 - (g) Residents shall immediately remove their and their guest's vehicles to an appropriate place when asked by the Trustee Board.
- (3) Repairs and reconditioning & washing of vehicles on common property is not permitted.
- (4) The use of bicycles, tricycles, scooters, skateboards, rollerblades, etcetera is done at the resident's risk and is permitted as long as it does not constitute a nuisance to other residents or vehicles and is not driven recklessly. The PCBC can withdraw the use thereof on the common property. These may not be left on the common property or obstruct the movement of other vehicles or residents.
- (5) Residents shall ensure that their vehicles and the vehicles of their visitors and contractors, do not drip fuel, oil, or brake fluid on to the common property, or in any way deface the common property. The resident is responsible for the cost of the PCBC cleaning or repairing any damage.
- (6) The normal road rules apply within the Complex and no reckless driving is allowed. Only duly licensed drivers shall be permitted to operate a motor vehicle, bakkie, golf cart, and motorcycle etc within the common property.
- (7) No unroadworthy or immobile or unlicensed or very dirty or damaged vehicles may be parked at the Complex'.
- (8) Residents of vehicles with defective alarms which are continuously triggered without cause are required to remove the vehicle from the complex until they are repaired or disabled.
- (9) No person shall sleep or overnight in any vehicle or caravan or trailer on the common property.
- (10) Residents are requested to park their vehicles in their garages and carports due to the limited visitors parking. Garages may not be used for storage or any other purpose which may result that it can no longer be utilised for parking of vehicles.
- (11) Owners of any abandoned vehicles left standing on the common property will be fined after due notice that the abandoned vehicle has to be removed has been circulated to all owners.
- (12) All vehicles entering onto common property shall be driven and/or parked at the driver's own sole risk and responsibility.

No liability of any nature whatsoever shall be attached to the Body Corporate, its members, trustees, agents, contractors, workman, invitees, employees or the like for any loss, cost, damage or expenses that may be sustained in respect of such vehicle.

(13) No vehicle shall be driven on the common property without a valid driver's license for that vehicle.

(14) No motor wrecks may be kept anywhere on the common property or on the sidewalk of the Complex.

(15) Vehicles must be driven as quietly as possible on the common property. Car radios must not be heard outside of the vehicle when driving through the complex.

(16) Motor vehicles / motorcycles or any other vehicles hooters or other audible warning devise (excluding burglar alarms) may not be used on the common property unless it is an emergency

(17) Bicycles, motorcycles, tricycles, roller skates, skateboards, caravans, golf carts, trailers and boats may not be left anywhere on the common property.

(18) Garages are to be used for their intended purpose and not for any hobbies or manufacturing that may cause an inconvenience to the other residents.

(19) Visitors parking is on a first come first serve basis.

5. DAMAGE TO COMMON PROPERTY:

(1) An owner or person authorised by him must not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, steps, braais or similar items without the prior written consent of the Trustee Board, who may attach reasonable conditions to their consents. In the event of non-compliance with the imposed conditions, the Trustee Board may withdraw their consent and request the owner to immediately remove such structure at his own cost.

(2) A resident or person authorised by him, notwithstanding sub-rule (1) -

(a) may install any locking device, safety gate, burglar bars (internally only) or other safety device for the protection of his section; or

(b) any screen or other device (internally only) to prevent the entry of animals or insects, provided that the nature, design and colour of the device and the manner of installation conforms to the Plover Architectural Guidelines, the aesthetics specifications and the Trustee Board having given consent in writing.

(3) Should any damage of whatsoever nature be caused to the common property by a resident, any member of their family, their visitors, their employees, their children or pets and vehicles of such resident or residents visitors or should the PCBC suffer any loss or incur any expense or liability, the resident shall be liable to reimburse the PCBC immediately in full in respect of any and all losses or expenses incurred by the PCBC in undertaking repairs or replacement.

6. APPEARANCE OF A SECTION, ALTERATIONS, AND ADDITIONS:

- (1) The resident of a section shall not place or do anything on any part of the common property, including patios and balconies which, in the discretion of the Trustee Board, is aesthetically displeasing or undesirable when viewed from the outside of the section.

(2) Alterations and Renovations:

All alterations and additions are subject to the following process:

Application: **Addendum A** to be completed
Approval by the trustees
Approval of Design documentation / plans
Specifications as laid down by the trustees as per the
Architectural Guidelines for Plover Cove

- (a) Any alteration or installation of fixtures to the exterior of the building must comply with the Plover Cove Architectural Guidelines and shall:
 - (i) not be undertaken by a resident unless the Trustee Board and the ARAC on behalf of the Association have granted permission in writing and have been given full particulars thereof including where necessary, plans approved by the Trustee Board, ARAC and the Madibeng Municipality where in terms of the bylaws, and who have given their permission in writing thereto. This shall include, but not limited to, colour, structural alterations, alterations to building facades and painting thereof, fencing, awnings, air conditioners, solar panel installation, Wi-Fi, radio and tv antenna / aerials and lighting. If permission is granted, it shall apply only to the plans submitted and any variations will also require the permission of the PCBC in writing and amended plans may be required.
 - (ii) be maintained by the resident. If these are allowed to deteriorate, or deteriorate due to weather, poor materials, poor workmanship or design, then the resident must maintain or replace, failing which they will be maintained or removed by the PCBC at the resident's cost.
 - (iii) The PCBC will maintain the common property portion of any approved building alteration or extension made by residents, provided that the approval is in writing by the PCBC and is included in the Participation Quota of the section
- (b) Any internal alteration or renovation that affects the structural integrity of the building such as load bearing walls, roof, plumbing, gas supply or electrical rewiring etc, -
 - (b1) Shall be subject to the approval of the Trustee Board and ARAC and the Municipality: the resident would require the services of a professionally registered architect, and possibly the services of a professionally registered engineer. Plans to be submitted for approval.

(b2) All extensions, alterations or improvements must comply with the requirements of the Sectional Title Act, local bylaws, Sans 10400 etc and match the existing design, structure, and look of the complex. After all the plan approvals process is complete and the owner has obtained a set of approved plans from the municipality, the owner is required to give the Trustee Board not less than 14 (fourteen) days' written notice and include a detailed description of the proposed works, the proposed commencement and completion dates of the works.

(b3) The Trustee Board may request the payment of a building deposit to secure the PCBC against the risk of damage to the common property as a consequence of the works or any activities ancillary thereto, including the carriage of materials and plant.

(b4) The amount of any such deposit shall be determined by the Trustee Board in the light of the nature, extent, and likely duration of the work, and must be paid by the owner before any work commences.

(b5) The balance of the deposit will be repaid after completion of the alteration / redecoration and after all costs incurred for damage to common property, other costs incurred, of fines for breach of rules have been deducted. Should the amount of the deposit prove insufficient to meet the whole costs, then such deficiency must be paid on demand.

(b6) the PCBC retains the right of access to the unit to carry out internal inspections of the units as and when required.

(c) The PCBC may request copies of any official approvals, certified council drawings, engineering drawings, Certificates of Compliance (Electrical, Gas, Plumbing, solar installation, air conditioning installation, etcetera), verification from the Fire Chief, where applicable, for the PCBC records.

(d) All refuse and debris resulting from extensions, alterations or improvements shall be removed by the resident and or their contractor weekly. Permission to have a bulk container in the complex must be approved. If such refuse and debris is not removed, the Trustee board may cause it to be removed, and all charges in connection therewith shall be for the account of the resident.

(e) Should any alterations or additions obstruct any employee or contractor of the PCBC in performing any work on the common property or common services, the resident concerned shall be liable for any additional costs incurred by the PCBC in the performance of such work.

(f) No external satellite dishes, radio masts and aerials, telephone aerials, Wi-Fi or any other items may be erected without the approval of the PCBC

(3) Alarms and burglar proofing (Addendum A to be completed)

(a) All house alarms shall preferably be of the silent type, linked by radio to the Association security company.

(b) Burglar proofing (internally only) must match the existing.

(3) Appliances (including Air Conditioners, Gas or other appliances)
Addendum A to be completed

(h1) **The fitting of air conditioning, heating, solar heating** and other similar devices is allowed only with the written consent of the PCBC, and fitment must adhere to the conditions and guidelines provided by the Association. This includes the location of the compressor or heat exchanger and routing of all external trunking and noise levels permitted.

(h2) **All gas** fireplaces, stoves and appliances may only be installed in accordance with the Safety Bylaws, by registered service providers, Certificates of Compliance (COC) to be issued and submitted to the PCBC and the Association.

(h3) **WIFI installations:** written application with a sketch of the proposed route for the installation of Wi-Fi is to be submitted to the PCBC for approval prior to the installation being done. Manholes closest to the unit to be indicated and routing indicated. A route through grassed areas and possibly flower beds is preferred.

No digging up of the concrete block road is permissible, anyone found attempting this will be heavily fined, and all cost for damage will be for the resident's account.

(h4) DSTV dishes and similar devices may be installed only after Trustee approval on the following conditions:

i Each owner may install one DSTV or other satellite dish which size may not exceed the standard size. It must be professionally installed by a registered installer and placed in such a way not to be unsightly.

li The dish to be installed to as out of sight as possible.

lii The DSTV installation to remain the property of the section

iv No DSTV dishes to be installed on garages, carports, fences, boundary walls etc

v Any damage as result of the installation will be repaired by the PCBC at the owner's cost.

Vi No radio amateur masts and antennae may be installed

(5) Alternative Power:

(a) Generators: Addendum A to be completed

(1) Generators may only be operated between the hours of 06h00 and 21h00

(2) Generators must be silenced to achieve typical target levels not greater the 70db at 7 (seven) metres from the source and must be set up in such a way to minimise noise to your neighbours.

(3) All generators connected to the units DB board must be installed by a registered qualified electrician and have a Certificate of Compliance issued by a licensed electrician and submitted to the PCBC & the Association. If such certificate is not submitted to the Association, it will be assumed that the generator is not compliant.

(4) Any generator that causes a disturbance or pollution for fellow residents, the resident responsible shall be required to remedy the situation and / or re-locate the generator.

(5) Fuel must be stored safely to avoid any spillage or pollution.

(6) The storage thereof must adhere to the National Health and Safety Regulations and SANS Standards.

(b) Solar Panels:

(1) Solar Panels may not be installed without the approval of the PCBC and the Association (ARAC). Written application with plans to be submitted and approved prior to the installation being done:

(a) Firstly, the plans for the proposed installation must be submitted to the PCBC for approval. **Addendum A** to be completed.

(b) Secondly plans to be submitted to ARAC for approval. There is a plan scrutiny process for the submissions. Application Form to be filled in at the HOA offices and Fee to be paid

(c) When submitting the plans for solar, the solar panels must be shown on the following:

1. Site plan
2. Roof plan of the building with at least one elevation
3. Number and size of panels to be indicated
4. Solar panels to be flush mounted on the pitched roof
5. If mounted on a flat roof / slab the angled panels must be hidden or screened from view. No solar panels are to be installed on garage roofs.
6. All cables and pipes must be screened, ducted / trunked / painted to match the exterior of the unit.
7. Panels may be placed on the roof in such a way as to be aesthetically harmonious to the complex, the cylinder / geyser must be placed inside the ceiling of the complex.
8. It is the responsibility of the owner to ensure that the Trustees are informed that the section makes use of a solar geyser; any additional premium will be for the owner's account.
9. The installation to be done by an accredited qualified, registered and certified electrician who is expected to take due care when working on the roof, not damaging any part of the roof structure.
10. COC to be submitted to PCBC and ARAC after installation
11. Owners installing solar panels are responsible for any cost incurred by the PCBC for repairing any damage to the integrity of the roof, i.e. roof tiles broken, purlins, damaged or even trusses as a result of the installation of solar panels and the service provider not taking enough care.

12. The solar installation remains the responsibility of the owner to maintain and repair and keep in good working order.

- (b) The PCBC may install alternative power for use by the complex if approved by the owners in a special general meeting.

(6) Air-conditioning units may only be installed after Trustee approval on the following conditions: The Form **Addendum A** to be completed by the owner including photos of external walls and the proposed positions of the where the a/c units are to be installed are marked on. Letters of consent from the adjacent neighbours are also required.

- (a) Only split type air conditioners will be allowed
- (b) The air conditioner has to be installed on the outside of the building in such a manner that it is as invisible as possible, all cabling, conduits to be painted to match the exterior of the unit. External air conditioner compressors to be screened with approved type screening or painted.
- (c) Noise from the air-conditioner must not be a disturbance to any neighbouring section
- (d) Any damp issues caused to the section as a result of the air-conditioner will be the responsibility of the owner.
- (e) The air-conditioner will remain a fixture of the section may not be removed, when moving out or selling the section.
- (f) The air-conditioner shall be maintained in a proper working condition by the owner, according to manufacturer's standards and shall be removed or replaced if it falls into a state of disrepair.
- (g) The Body Corporate takes no responsibility for the insurance of any installations caused by an owner.

(7) Insulation in the roofs:

As can be established the Developer didn't install insulation in the roofs. Before going the air conditioning route, it is recommended that owners consider installing insulation in the roof space, It could also be done in the form of a ceiling Isoboard etc This would make a big difference to the indoor temperature. This maybe sufficient to avoid needless expenditure on expensive air conditioners which are noisy and increase electrical bills.

(8) Wendy Houses or Temporary Structures (TSU) including jungle gyms are not permissible. No new Wendy houses will be approved. Existing Temporary Storage Units (TSU) are only condoned until such time as the owner sells & moves. The insurance company that the PCBC is insured with required that a 4,5kg fire extinguisher be installed in close proximity of the TSU and the unit in case of fire. The PCBC cannot control what is stored inside the TSU When the owner sells, he is obliged to remove the TSU permanently out of the PCBC and the area it occupied re-instated to an acceptable condition. The TSU may not be sold on or left for the next owner; it does not form part of the sale as it is not part of the section. This applies also to tenants with existing TSU's, when the tenant moves out, the TSU must also be removed out of the PCBC. The existing TSU must be kept in good repair, if it

deteriorates the PCBC reserves the right to advise the owner to remove the TSU within 30 days, otherwise a penalty will be imposed.

(a) The size of the Wendy house may not exceed 2m x 2m, if any of the existing TSU's exceed they are to be removed forthwith.

(b) No electrical connections or any plumbing may be installed in the existing Wendy houses / TSU's)

(c) The existing **Wendy houses / TSU's** may not be used for the purposes of living quarters or for any business.

(d) The owner will be responsible for payment of any additional insurance premium and the payment for the purchase of the fire extinguisher & the cost of the annual maintenance. The cost of the annual maintenance and the purchase of the fire extinguisher will be added to the owner's levy account.

(e) The existing Wendy house / TSU must be kept in a state of good repair and maintenance must be done on a regular basis until such time as it is removed.

(f) The Trustees may from time to time inspect the Wendy house to ensure that sufficient maintenance is done and may order any maintenance work to be carried out, which must be done within 30 days of notice thereof. Otherwise, the existing Wendy House / TSU must be removed with immediate effect.

(g) The PCBC Trustee Board retains the right to provide Wendy houses to provide storage for the BC gardening and other equipment, paint etc for the maintenance of the complex. Locker and covered sitting space also provided for the gardeners. A chemical toilet is also provided. In due time and availability of funds these may be replaced with more permanent structures.

(h) Tenants may not do anything to the unit without the owner's consent

(7) **Lapa's and braai areas:** thatched permanent structures are not permissible in the PCBC common property. Braai areas are provided in the Coves at the Community Centre / Restaurant and at the waterfront on Hartbeespoort dam

(8) **Splash pools, Jacuzzi's, and permanent water features** are not permissible in the PCBC common property. Four Pools are already provided in the Coves estate at the Community centre restaurant and at the waterfront on Hartbeespoort dam.

(10) **Awnings** may only be installed after Trustees approval has been given on the following conditions: Addendum A to be completed

(a) Awnings are permitted provided that they conform to the specification as stipulated in the Plover Cove Architectural Guidelines. These may not be removed when vacating the premises. Any awnings not conforming to the specifications will be removed at the owners' costs

(b) Awnings must be kept clean and always maintained in good condition. Awnings not maintained will be maintained or removed by the Body Corporate at the owner's cost.

(11) Gutters & Drainpipes may be installed after Trustees approval has been given on the following conditions: (Addendum A to be completed)

- (a) Gutters and drainpipes may be installed as per the pre-approved specification, should the owner wish to install a slim line rainwater tank.
- (b) Only seamless colour bond zincalume gutters/aluminium and chromadek gutters will be allowed. It is a seamless Ogee profile aluminium gutter. 127 mm with 80 mm round down pipes. The colour as per the PCBC Architectural Guidelines
- (c) Any damage to the common property is for the owner's cost
- (d) Maintenance: Most of the gutters are too high for the Gardening Staff from a Health & Safety aspect to clean. Owners will be obliged to take responsibility for the gutters, themselves.
- (e) Maintenance & cleaning of gutters and downpipes are the owner's responsibility. Should it lead to the existing roof structure being damaged, all costs of repairs will be for the owner's cost

(12) Enclosing of Patios may be executed after Trustees approval has been given on the following conditions: ***(NB this only applies to patios that are part of the section and have an existing roof; (patios not part of the section that are enclosed must adhere to section 24 of the Act). (Addendum A to be completed)***

- (a) Patios may be enclosed in the following manners: Enclosed with dark bronze aluminium stacking / sliding doors fitted with clear safety glass
- (b) Council approval is required for the enclosure. Plans by a registered architectural professional to be drawn up & submitted for approval by the BC & HOA. The Council approval is to be forwarded to the HOA and the Managing Agent
- (c) No extension of the patio/roof is permitted.
- (f) The intended use of the patio may not be changed.
- (g) The maintenance of the enclosure is the responsibility of the owner.
- (h) When selling the section, it must be stipulated in the purchase contract that the new owner must take over the responsibilities of the patio enclosures.

(13) Wooden decking on the common property is not permissible

(14) Laundry and Washing:

(a) Residents may, only with the written approval of the PCBC, erect an acceptable design washing line within their common property private use areas.

(2) Residents are requested to ensure that the washing is as unobtrusive as possible, and the Trustee Board has the right to request that any washing be moved immediately to a less visible place

(3) the hanging of laundry will be at resident's risk.

(4) hanging of washing over fences, railings of balconies, boundary walls & bushes etcetera is not permissible.

(5) carpets and rugs shall not be shaken, dusted or brushed outside of the section's private use area nor be hung on walls / fences separating sections.

(14) Fencing and 'private use gardens': (Addendum A to be completed)
Only a post and rail fencing will be permitted, with bonnox type / welded mesh fencing for pets. The post and rail fencing erected by the owners must be maintained by the owners. The structural integrity of the fencing or bush type screening is the responsibility of the owner.

If the owners do not regularly treat the fences with carbolineum or similar product every 2 years, and the wood deteriorates the PCBC will repair and maintain, cost for the owners' account.

The owners of units at Plover Cove are permitted to create an area of "Private Use" to contain their pets in a demarcated area and which also allows for gardening enthusiasts to have somewhere they can do planting in their private use garden space. This Private Space does not constitute an exclusive use area. The area remains common property and the PCBC always retains the right of access. Owners can buy plants, grass etcetera at their own cost. If owners require assistance with the planting of plants, they have purchased a time must be arranged with the PCBC, for the gardening staff to plant for the owner as long as this does not interfere with the gardeners' other duties.

Should the PCBC hire a garden Service in the future, such an arrangement may not be possible any longer and owners may have to employ someone who can plant for them.

Demarcation of the Private Use area:

Maximum dimensions:

From North wall of the unit: 6,5 metres

From south wall of the Unit: 4 metres

From east or west wall of the unit: 2,7 metres (one side)

These dimensions serve as a guideline. In some situations, it may not be possible to achieve anywhere near these dimensions because of the close proximity of the other Units.

(15) Conditions for additions/alterations to common property

Please note that the following conditions apply to all additions or alterations to common property:

(a) All plans for the improvements must be done by a professionally registered architect. All construction must be done by a professionally registered Builder, Electrician, Plumber, gas installer, and other service providers and tradesman etcetera

(b) Any damages or consequential damages to the common or private property as a direct or indirect result of the improvements will be repaired and the costs thereof will be for the owner's account. By accepting these conditions, you agree that these costs may be debited to your levy account.

(c) The Managing Agent / Body Corporate accepts no responsibility whatsoever for any damages, losses, maintenance or for any other event to the installation / improvements, as a result of malicious damages or natural disasters or any other cause whatsoever.

(d) The Trustees reserve the right to inspect any improvements / alterations done to the common property or to sections and order any alterations / repairs / removal to the alterations/additions as they deem fit. The costs thereof will be for the owner's account.

(e) Any additions/alterations are not covered by the standard buildings combined insurance policy and must be added by the owner; the additional premium therefore will be for the owner's account.

(f) No obstructions shall be placed on walkways or any portion of the common property.

(16) INTERIOR

(a) Owners shall, at all times, keep their sections and private use areas in a good state of repair and in a clean and habitable state.

(b) Owners shall be responsible for the maintenance of the interior paintwork all electrical installations and other interior repairs to their sections of whatsoever nature at their own expense.

(c) Owners shall be responsible for the clearing of blocked drains originating from his/her section, the maintenance and repair of sanitary equipment, the hot water system, the geyser and plumbing within the section at their own

expense. The hot water system includes the geyser, pipes and taps from the point where the cold water enters the geyser up to the taps serving the section.

(d)The geysers are insured for bursting under the policy of the Body Corporate, should the geyser for your section burst, owners may contact the managing agent/caretaker for assistance with the preferred contractor for the insurer/body corporate. The owner of a section is responsible for the repair, maintenance and replacement of the geyser and for any excess payment in respect of his or her geyser payable in terms of the contract of insurance entered into by the Body Corporate

(17) EXCLUSIVE USE AREAS

(a)Notwithstanding the fact that certain areas of common property (garden, garages, parking areas, courtyards) which were created in terms of the Rules of the Body Corporate or in terms of the Sectional Title Plans registered with the Registrar of Deeds, are part of the common property, every owner of a unit in the scheme shall have the right to the exclusive use of such allocated "private use" area.

(b)Each garden / carport parking area is reserved for exclusive use of the member of the Body Corporate who is the registered owner from time to time of the section immediately adjacent to that area.

(c)The Body Corporate shall do all things reasonably necessary to ensure that the exclusive use areas are reserved for the use of the owners entitled thereto. This duty shall not preclude an owner from taking legal action to enforce his/her/its exclusive use rights.

(d)An owner must permit any person authorised in writing by the body corporate, during reasonable hours and on notice (except in case of emergency, when no notice is required), to enter his exclusive use area when such access is required for the purpose of exercising of the Body Corporate powers or the performance of its functions. In other circumstances no owner shall enter or use any part of an exclusive use area without the permission of the owner to whom that area has been allocated.

(e)An owner of a unit is obliged to keep the exclusive use area designated to his unit neat, hygienic, tidy and in a proper state of repair and may only use the designated exclusive use area for its intended purpose.

(f)An owner shall maintain and repair that area as if it were part of his or her section.

(g)An owner shall ensure that the area is not used in any way that creates a nuisance or threatens the safety of any other section or any part of the common property, and not part with possession of the area separately from his or her section.

(h)An owner shall not do anything to his exclusive use area which is likely to prejudice the harmonious appearance of the building.

(g)An owner shall not construct or place any structure or building improvement on his exclusive use area without the prior written consent of the trustees. Likewise, an owner may also not remove any improvement on his exclusive area without the prior written approval and direction of the Trustees. A standard will be determined and any similar structures in future erected by any owner, should conform to the approved standard.

(h)The owners of the exclusive use areas created in this rule will be required to make a contribution to the Body Corporate in terms of Section 3 (1)(c) of the Sectional Title Schemes Management Act, to cover all the costs associated with the exclusive use area, including and not limited thereto, maintenance, repairs, upkeep, water-, electricity consumption and insurance.

7. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS, AND SAFETY OF PROPERTY

(1) A resident shall not store any material flammable or inflammable, or do or permit or allow to be done, any dangerous act in the section or on the common property which will or may increase the rate of the premium payable by the PCBC on any insurance policy or put any part of the complex and its residents at risk. Residents will be responsible to the PCBC for any loss sustained by the PCBC arising from their negligence, such loss shall include but not limited to the excess payable in respect of an insurance claim.

(2) The conditions of sub-rule (1) do not apply to the storage of fuel or gas in the fuel tank of a vehicle, boat, generator, or engine; or a fuel tank or gas cylinder kept for domestic purposes.

(3) Residents shall ensure that smoke from any source does not cause a nuisance to other residents, that it is not a safety hazard and that all fires and cigarettes, etcetera are correctly extinguished.

(4) All gas appliances, including mobile heaters and braais must be SABS approved and comply with the local bylaws. A certificate of compliance may be requested by the Trustee Board.

(5) No firearms, pellet guns, bb-guns, air guns, paint ball guns and any other weapon or weapon like toy, catapults or bows and arrows may be discharged in the complex. No residents, family, visitors, or service provider may openly display firearms, weapons, or weapon like toys on their person or otherwise anywhere in the complex.

(6) No explosives, crackers, fireworks, or items of similar nature may at any time be exploded, lit, or operated within the complex.

(7) No open fires are allowed in any unit, or on the common property

(8) It is strongly recommended that all owners or occupiers of a section acquire and keep in an accessible place in their section a fire extinguisher. Owners or occupiers are not covered for the contents of their section by the insurance policy

covering the buildings and are thus advised to take out suitable insurance to cover themselves.

8. RESIDENTS BEHAVIOUR:

(1) No noise that is excessive, in the discretion of the Trustee Board, may be created at any time in a section or on the common property.

(2) Silence must be maintained from-

- (a) Mondays to Thursdays before 07h30 and after 21h00.
- (b) Friday before 07h30 and after 22h00
- (c) Saturday before 09h00 and after 22h00.
- (d) Sunday before 09h00 and after 21h00

Any resident not complying with this rule and having been requested verbally or in writing by the Trustee Board and / or the Managing Agent to rectify such contravention immediately may be sanctioned and penalized without further warning.

(3) All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the Trustees Board.

(4) All vehicles must be maintained and driven in such a manner as not to exceed the bylaws permissible for noise levels, or to disturb residents, no looting, revving of engines (including boats and motorcycles), skidding, or screeching of tyres shall be permitted on common property. No loud music may emanate from any vehicle on the premises.

(5) No hobbies or other activities may be conducted on the common property which causes a nuisance to residents.

(6) The use of power tools, hammering and other noise generating equipment, shall not be permitted-

- (a) before 07h30 and after 17h00, Monday to Friday
- (b) before 09h00 and after 13h00 on Saturday; and
- (c) not at all on Sundays and Public Holidays.

Emergency work that cannot be performed during the above hours, including emergency plumbing and electrical work is allowed outside of these times, subject to the PCBC approval.

(7) All building alterations, renovations or other activities that create a noise, shall not be permitted-

- (a) before 07h30 and after 17h00, Monday to Friday; and
- (b) not at all on weekends and public holidays

Building work that cannot be performed during the above hours, may be allowed outside of these times, subject to the PCBC approval. All building noise must be kept to a minimum so as not to inconvenience other residents.

(8) No firearms may be discharged in a section or any part of the common property, except under such circumstances, which would reasonably justify the use of a firearm for self-defence and related purposes.

(9) No resident may permit anything to be done in his section, or on the common property, which constitutes a nuisance or an unreasonable invasion of privacy of the residents or permit or cause any disturbance which in the opinion of the Trustee Board would constitute a nuisance or an invasion of privacy of other residents.

9. ERADICATION OF PESTS

(1) The resident of a section must keep the section free of wood-destroying insects, including white ants and borer beetle. An owner shall keep his section free from pests, mice, rats, white ants, borer and other wood destroying insects and shall immediately report to the Trustees the presence of such pests within a section, its exclusive use area or any part of the common property.

(2) In the event of the owner not adhering to point 9.1, he shall permit the trustees, the managing agent and their duly authorized agents or employees to enter his section on reasonable notice to inspect and take any such action, as may be reasonably necessary to eradicate such pests and replace damaged woodwork or other materials.

(3) The cost of the inspection and eradicating of any such pests as may be found within the section and exclusive use areas, replacement of any woodwork or other material forming part of such section which may have been damaged by any such pests shall be borne by the owner of the section concerned.

10. OCCUPANCY, LETTING AND RELATED MATTERS

(1) All units shall be used solely for residential purposes only and residents may not use the unit for any other purpose without the prior consent of the Trustee Board.

(2) All residents of sections and other persons granted the right of occupancy by any owner of a relevant section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or grant of rights of occupancy.

(3) The number of persons that reside in a section shall be limited to 2 (two) adults (16 years+) per recognised bedroom as indicated on the sectional or building plans of the complex. or four (4) children per bedroom may reside permanently in a section at any time. Children above 16 years of age are considered adults.

(a) Should this maximum be exceeded, it will cause additional use of the common property amenities and increased expenditure with reference to the

consumption of water, sewerage, refuse and increased use of other common property equipment and amenities such as roads, parking, gates, etc. Increased occupancy may result in insufficient parking areas and even damage to the common property systems. If the maximum number of occupants are exceeded, the Trustees shall be entitled to impose a monthly fine upon the owner in respect of each additional occupant.

(b) No persons may reside or sleep in a garage.

(4) An owner, who lets or otherwise grants occupation in a section, whether gratuitously or not and irrespective of the lease period, shall comply with the following provisions and shall ensure compliance thereto by his letting agent:

(a) A written lease agreement must be concluded with the tenant.

(b) Copies of the Plover Cove Conduct Rules and Architectural Guidelines; and the Coves Estate Conduct Rules and any other related documents, must be attached to and be incorporated into the lease agreement as a provision of the lease agreement.

(c) the following provisions must be incorporated into the lease agreement:

(i) The tenant hereby acknowledges that Plover Cove Body Corporate is a sectional title scheme and that he and the residents of the unit will be bound by the provisions of the Conduct Rules of the Plover Cove Body Corporate and The Coves governing Body NPC rules.

(ii) The tenant further acknowledges that the Trustee Board have the power to impose penalties in respect of contraventions of the Conduct Rules and that other remedies are available to the Plover Cove Body Corporate in terms of the Conduct Rules.

(d) No owner or letting agent may give occupation of the section to any person until all the provisions of sub -rules (a) to (c) above have been complied with.

(e) Owners must advise the Trustee Board / Managing Agent of the name and full details of the tenant and estate agents involved (if any) prior to taking occupation, and any changes as they take place. This is essential not only for good order and security, but also to identify who is entitled to be on the premises.

(f) Such owners shall fully and clearly instruct their agents as to the occupiers' obligations with respect to these Rules.

(g) No lease may be for a period less than 3 (three) months.

- (h) Occupants are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of and understand the Conduct Rules.
- (i) An owner must notify the trustees / Managing Agent, forthwith of any change of ownership or change of occupant of his section in order to maintain a proper record of registered owners.
- (j) A record of registered mortgagees will be maintained of all mortgages of whom the Body Corporate / Managing Agent has been notified in writing.
- (k) The domicilium citandi et executandi (service address) of the body corporate shall be the address of the managing agent appointed from time to time.
- (l) Where an owner has access to electronic mail and / or a fax number, all notices and communications shall be sent to such fax number or electronic mail address, and it shall be the duty of the owner to notify the trustees of any suspension and / or change in respect of such service.

(m) MOVING

- (1) No large vehicles or vehicles designed for public carriage, including vehicles for furniture removal purposes (more than 3 tons) may enter or park in the scheme. (Furniture removal companies must make use of a shuttle service.)
- (2) NO moving of furniture, appliances etc. after 18h00 pm, or before 07h00 am on any day of the week.
- (3) When moving furniture or goods in or out of the scheme, those persons doing so will be held liable for the cost of any repairs should such action cause damage to the common property.

11. BUSINESS AND OTHER ACTIVITIES:

- (a) No business, profession or trade may be conducted on the common property and in or from any section without the consent of all the owners in writing as per section 13(1)(g) of the Act. The PCBC and the HOA
- (b) Approval may only be granted where such business use is legal and incidental to the residential use of the section (it may not occupy more than 25% of the floor area)
- (c) No auctions or jumble sales may be held on the common property or in any section without the prior written permission of the Trustees.

- (d) Hobbies causing a disturbance of the peace or a nuisance are prohibited.
- (e) No advertisements or publicity material may be exhibited or distributed on the premises
- (f) Should any of these activities cause a disturbance or inconvenience to other residents or infringe on the usage of the common property (e.g. Parking problems) or negatively impact on the insurance, damage to driveways, increase security risks and incur other costs for the PCBC then approval may be withheld and can be withdrawn at any stage in the future.
- (g) No occupant shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section so as to be visible from another section or the common property or from outside of the scheme, without the prior written approval of the trustees.
- (h) Notwithstanding the above: -
 - (1) A unit that goes on show for the day of the show may only have the number of pointer boards allowed by the real estate agents bylaws required to point out the unit on show, they may only be erected at 10:00 and must be removed by 17:30
 - (2) A unit that is on show may only have one FOR SALE sign. The sign must be placed so as not to obscure any person's vision or path.

12. COMMON PROPERTY:

- (1) A resident of a section shall –
 - (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use thereof by other residents or other persons lawfully present in the complex.
 - (b) always keep the common property clean and tidy.
 - (c) be responsible to the PCBC for any loss sustained by the PCBC arising from their negligence. Such loss shall include, but not limited to, the excess payable in respect of any insurance claim.
- (2) No resident or their contractor shall repair, alter or interfere with any of the electrical supply, gas supply, external distribution boards, electricity meters, plumbing, irrigation system, taps and valves, sewers, drainpipes, guttering, driveways and pathways or tiles and roofs on the common property.
 - (a) **Fire hoses** may only be used for its intended purpose in case of fire or emergency situations.

(b) **Firefighting equipment** may under no circumstances be used for any purpose other than that for which it is intended. Failure of the fire fighting equipment due to tampering may result in refusal of insurance claims by the insurer. Any person found using fire hoses for any other purpose than firefighting will be liable for prosecution by the Fire Department but will also be required to pay for the hose to be resealed by the Fire Department as well as incur a fine of R500 (five hundred) which will be payable with the monthly levy fee

(c) No vehicle shall be allowed to be parked so as to obstruct access to any fire hydrant on the common property.

(3) No vandalism of the common property will be permitted.

(4) Residents may not consume –

(a) alcohol on any part of common property except for common property "private use" gardens.

(b) drugs whilst on any part of the common property.

(5) No council bylaws or national bylaws may be contravened in the complex

(6) No person shall sleep anywhere on the common property or in any vehicle or caravan or trailer.

(7) Braaiing on the common property in private use areas is permitted

(8) Gardens and plants

(a) gardens and plants on the common property are for the enjoyment of all residents and no wilful damage will be tolerated. Removal or planting of plants in the common property gardens is not permitted unless authorised by the Trustee Board. All gardening activities on the common property including "private use" gardens shall be co-ordinated by the Trustees. Access to gardens must be allowed on date and time as indicated by the Trustees. Please indicate in writing should you choose to attend to your own lawn, however access must still be allowed to the garden

(b) residents are responsible to maintain, water and keep clean their common property: private use' gardens at their own expense.

(c) Residents may not plant any plants or trees in the "private use" common property gardens that in the opinion of the PCBC are likely to cause damage to walls, sewers, driveways or foundations, or install permanent water features, ponds etc or do anything that may impact on neighbours without first getting PCBC approval.

(d) Wall plants and creepers must be properly maintained and not be allowed to cause damage to walls, brickwork, roofs or other parts of the structure and must be cut back at the request of the Trustee Board. Any damage caused will be repaired for account of the resident responsible.

(e) the owner of the section will be held responsible for the removal of any tree / shrub / plant as well as any damages caused to common property as a result of trees / plants / shrubs that have been planted in private gardens. No large trees or creepers are permitted.

(f) The gardening services are under the control of the Trustees. No requests may be made to the gardening services by any owner or occupier without first getting permission from the Trustees.

(g) Landscaping of private use gardens may not influence the natural flow of excess water by blocking / closing the stormwater drains or drain holes in the walls

(h) Your garden will not be serviced if your pets are not under control and the excrement cleaned up or your unit is not accessible.

(g) Owners must provide a hosepipe with all necessary fittings for the watering of gardens (common property) by the gardeners

13. SUPERVISION OF CHILDREN:

- (1) Residents shall properly supervise their children, their children's friends and children of their visitors, under the age of 12 (twelve) years, so that no provision of these Conduct Rules is infringed, that no nuisance is caused to any resident or to the common property or any section. The resident is liable for the costs of any damage caused.
- (2) Children must not play in the common property gardens, except under adult supervision. Children riding on the driveways can only do so under adult supervision, and noise to be kept to acceptable levels.
- (3) Children under the age of 12 (twelve) years must always be accompanied by an adult whilst on the common property and driveways who supervises them to ensure their safety.
- (4) No ball games that are a danger or inconvenience to other users is permitted on common property unless under adult supervision.
- (5) Children may not tamper with vehicles, plants, shrubs, lawns or flower beds, fixtures, electrical switches, name plates, trees, plants, adornments and any other apparatus and fittings including garden items and climb over fences, onto roofs, transformer on the common property
- (6) Children are not allowed to play near or around motor vehicles parked on the common property.
- (7) Roller skating or skateboarding and similar activities on the common property is strictly prohibited.

- (8) The Body Corporate will not be responsible for any injury sustained by a child or children disobeying the Conduct Rules.

14. EMPLOYEES AND CONTRACTORS

(1) No person shall request the PCBC employees to perform any tasks for them during their work hours and shall otherwise interfere with any employee in the performance of his work.

(2) Residents shall not request any employee of any service provider to perform work on their behalf that is outside the scope of their contracted duties during working hours without the approval of their employer. Employment of any service providers staff outside working hours shall be appropriate arrangement at the residents risk and cost.

(3) Residents are responsible to ensure that their employees or other workers do not cause undue noise within the sections or on the common property or elsewhere.

(4) Residents shall be responsible for and ensure their domestic employees & gardeners are aware of and comply with rules of the scheme.

(5) Residents must ensure that the HOA has a copy of all domestic employee's & gardeners identification documents in order for the employees to be added to the security system and granted access.

(6) Residents will be required to notify the HOA when a domestic worker or gardener has left their service.

(7) Domestic & Gardeners may not be given permission to sleep overnight on balconies, patios, porches, garages or on any part of the common property. Domestic employees & gardeners staying the night must be housed in the section.

(8) Contractors shall –

(a) abide by the Health and Safety Act and shall appoint a Health and Safety Consultant where relevant, for the duration of the activity.

(b) fulfil all work permit requirements.

(c) provide proof of Comprehensive or Commercial General Liability Insurance, Workers' Compensation Insurance and Public Liability Insurance prior to commencement of work.

(d) be liable for any damage caused to common property.

(e) indemnify the PCBC of any liability resulting from public injury, illness, or death, as well as against incidents or accidents resulting from their activities as well as caused by vehicles on the common property

(f) The resident is responsible to ensure that all employees and contractors understand and abide by these Conduct Rules and respect the authority of the Trustee Board / Managing Agent in enforcing these Conduct Rules.

(g) Service Providers may not reside on the premises between 17h00 and 07h00, nor may their vehicles or tools be left on the common property unless prior approval has been granted by the trustees. In an emergency the request will be considered on the same day / night by the trustees.

(h) Owners and residents are required to notify security at the main entrance in advance should they require service providers to gain entrance for removal vans, deliveries or to effect repairs. Ascertain which gate is to be used.

15. LIABILITY, SAFETY AND RISK, and SECURITY

(1) The PCBC and its Trustees shall not be liable or responsible-

(a) for any loss from damage done to any property related to theft or other criminal activity.

(b) for any theft or damage to vehicles or theft from vehicles on the premises.

(c) for any or direct or indirect physical injury, illness, and death.

(d) for the receipt or non – receipt and delivery or non – delivery of goods, postal matter, or any other property.

(e) for the insurance of the contents of any section, which is the sole responsibility of the resident.

(2) A resident shall not do or permit to be done in his section or on the common property anything –

(a) which will or may increase the premium payable by the PCBC on any insurance policy.

(b) which will void such insurance policy.

(c) that may cause or create a danger to other residents or any of the property.

3) The Trustee Board shall have the right to collect any increased insurance premium payable from the owner of a section in terms of sub-rule (2).

(4) A resident shall not bring onto the premises or building any hazardous substances and / or any form of machinery whatsoever without the prior written consent of the Trustee Board.

(5) All persons on the common property or using any of the facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the PCBC or the Trustees of whatsoever nature arising neither from such use, nor for

anything which may befall any person during the course of such use, whether caused by human, natural phenomena or otherwise.

(6) The PCBC (and its Trustees) shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the PCBC or any of the PCBC employees, agents or contractors

(7) All vehicles entering the complex are driven and parked entirely at the vehicle owner or drivers' risk. The resident indemnifies the PCBC (and its trustees) against any accident, loss or damage caused or sustained by the PCBC, any resident, their pets, friends, employees, contractors and visitors by a vehicle belonging to a resident, their visitors, contractors and employees.

(8) Residents must abide by the Health and Safety Act and Emergency Response Procedures. All evacuation routes must remain accessible and unobstructed, Access to fire hydrants shall always remain clear.

(9) Firefighting equipment may not be used for any purpose except in the case of a fire. Any person found tampering with or breaking the seals on any of the firefighting equipment or causes any consequential damage to the firefighting equipment will be liable for all costs to have them resealed and / or repaired.

(10) If a resident or any invitee of a resident causes damage to the property, the resident shall be liable to the PCBC for the damage caused and for the costs of repairs.

(11) Owners / occupiers are liable for any damage to their sections and the common property caused by themselves, children, visitors and employees.

(12) Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage, and the cost thereof.

(13) SECURITY:

(a) It is the responsibility and duty of owners to ensure that their occupiers, visitors, and employees are familiar with and abide with the security protocol of the complex.

(b) Residents are asked not to use strangers off the street for tasks such as cleaning of units.

(c) No weapons or ammunition of any nature may be kept on the property unless kept in a safe as determined by law

(d) No stones or hard objects may be thrown on the property

(e) No resident may cause or allow any illegal action on the property.

- (f) Owners and residents are requested to report any suspicious or unknown persons and activities within the complex to the trustees or caretaker.
- (g) Owners / residents or tenants may not open the gate for strangers.
- (h) Any verbal or physical abuse or intimidation of security personnel will not be tolerated.
- (i) All visitors / contractors must sign in at the main gate with security officer on duty. Visitors / contractors who refuse to adhere to the security procedures of the scheme may be refused entry.

16. PERSONAL INFORMATION

- (1) The Trustee Board are required in terms of the STSMA to maintain a register of the names and contact details of all residents which information is collected, stored and used by the Trustee Board, employees and Managing Agents where necessary for them to perform their duties effectively, such as controlling access to the complex, communications with residents, collection of levies and other amounts due.
- (2) This information –
 - (a) is considered confidential and will be safeguarded from loss or misappropriation.
 - (b) will be destroyed when no longer required.
 - (c) will not be provided to any other person without the consent of the resident except as permitted or required by law.

17. CHANGE OF OWNERSHIP

- (1) The owner shall notify the Trustee Board / Managing Agent of any change of ownership of the section.
- (2) No property may be transferred without a valid clearance certificate issued by the Managing Agent and / or the PCBC.
- (3) The PCBC shall refuse the issue of a clearance certificate upon transfer of a section unless all levies, penalties, special levies due and payable in respect of such section have been paid up to the date reflected in such clearance certificate. If there have been contraventions to the section in terms of the Rules and Guidelines, these will have to be made good before the Site Clearance can be issued
- (4) Should the owner be –
 - (a) a company, it shall notify the Trustee Board / Managing Agent of any change of its directors, or shareholders, 14 (fourteen) days prior to any such intended change.

(b) a close corporation, it shall notify the Trustee Board / Managing Agent of any change of its members 14(fourteen) days prior to any such change.

(c) a trust, it shall notify the Trustee Board / Managing Agent of any change of its trustees, 14(fourteen) days prior to such intended change.

In the instances of sub-rule(4)(a) to (c) a clearance certificate must also be issued.

18. COMPLAINTS AND SUGGESTIONS

(1) All complaints and disputes must be submitted in writing (by email or letter) and be addressed to the Trustee Board / Managing Agent. A sincere endeavour will be made to resolve such complaints amicably as long as such complaints are valid and reasonable and not wilfully malicious or unreasonable and the other residents are not infringed. Full details (time, date, names, unit nr, nature of complaint and photographs where possible) are to be supplied. The PCBC is not responsible for resolving disputes between residents unless it impacts on other residents or the PCBC. If a dispute cannot be resolved, the dispute may be referred to the Chief Ombud for dispute resolution.

(2) If called upon by the Trustees, the Complainant shall furnish an affidavit concerning the incident to the trustees and the Complainant shall further consent to co-operate with the trustees in their investigation concerning the incident and to testify in any proceedings failing which the Trustees shall be under no obligation to pursue their investigation of the alleged incident complained

(3) Any requests and suggestions must be submitted in writing (by email or letter) and be addressed to the Trustee Board / Managing Agent.

19. PAYMENTS OF LEVIES AND CONTRAVENTIONS

(1) Payment in full of any levy and services account raised in terms of the Sectional Titles Act must be received by the PCBC / Managing Agent by the 1st (and no later than the 7th) of each and every month.

(2) Interest is payable on overdue accounts at such rate as decided upon from time to time at the Annual General Meeting of the scheme; provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act 9 No 34 of 2005), compounded monthly in arrears.

(3) Should any resident experience any discrepancy with regards to monies indicated on their levy statement, they must within 7 (seven) days of the applicable month, provide a written explanation of the discrepancy to the Trustee Board / Managing Agent.

(4) Any residents who pay their levy by way of depositing such payments into the PCBC bank account, and any such levies are not reflected on their levy statement

the following month, must confirm such payments by means of providing a copy of the deposit slip as proof of payment to the Trustee board / Managing Agent.

(5) Residents failing to pay their PCBC account in time may be at the discretion of the Trustee Board be handed over to the PCBC attorney.

(6) A resident shall be liable for and to pay the additional administration charges for any contraventions / s of these Conduct Rules contravened by the resident or the cost to clean or reinstate the common property.

(7) No resident shall be entitled for any reason whatsoever to withhold any monies from the PCBC.

(8) A member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of arrear contributions or any other arrear amounts due and owing by such member to the body corporate, or in enforcing compliance with these rules, the conduct rules of the Act.

The body corporate must not debit a member's account with any amount that is not a contribution or a charge levied in terms of the Act or these Rules without the members consent or the authority of a judgement or order by a judge, adjudicator or arbitrator.

20. CONTRAVENTION AND PENALTIES

(1) If the conduct of a resident, their employee/s or their visitor/ s constitutes a nuisance in the opinion of the Trustee Board or contravene /s a provision of the STA, STSMA, the prescribed Management Rules or these Conduct Rules, the trustee Board shall be entitled, without prejudice to the other rights and remedies which the PCBC may have in law, or in terms of the STA or the STSMA, any other act, the prescribed Management Rules or these Conduct Rules, including to claim compensation for damages to –

- (a) enter the section, exclusive use area and / or the common property to take such action as maybe reasonably required to remedy the contravention and hold the resident of the section liable for the costs incurred in this regard; and/ or
- (b) bring a court application for a suitable order; and/ or
- (c) apply to the Chief Ombud for a suitable order; and/or
- (d) institute mediation proceedings or expert intervention; and/ or
- (e) impose a penalty on the resident.

(2) For contraventions referred to in sub-rule (1) or on the receipt of written complaint, the following process shall be followed –

(a) on receipt of the first written complaint, or upon becoming aware of a contravention, the PCBC will, through the Trustee Board / Managing Agent firstly endeavour to confirm that the contravention occurred and then try to remedy the situation either verbally in a meeting or on the phone with the resident and / or may issue a notice of contravention and record of their discussion. Copies may be sent to the owner, resident, rental agent. The Trustee board, owners and residents agree to try to resolve all breaches of the conduct rules in an amicable manner where possible.

(b) on receipt of the second written complaint or upon becoming aware of a recurring contravention, the Trustee Board / Managing Agent will confirm the contravention occurred, and either or both:

(i) require the resident (and the owner if the property is let to a resident), and any appointed letting agent to attend a meeting with the Trustee Board within 7 (seven) days of being notified of this requirement, and / or

(ii) forward a written warning to the resident (and the owner if the property is let to a resident), and any appointed letting agent, requiring them to remedy the situation within a reasonable given period.

(c) Should the resident still not remedy the situation, or on receipt of further written complaints, the PCBC will, as determined by the Trustee Board if they are satisfied that the contravention occurred –

(i) Forward a final warning to the resident (and the owner if the property is let to a resident, and the appointed letting agent) to comply with these conduct rules, STSMA or STA within a given period of time, and / or

(ii) Issue a notice of a penalty which notice shall state the reasons for the imposition of the penalty, or restrictions on use of certain common property, or withdrawal of, or changes to the level of selected services provided by the PCBC, or withdrawal of permission to have pets in the complex, or undertake any work or repairs required, and

(iii) Recover from the resident all costs incurred in relation to the correction of the contravention.

(3) Should the resident or owner not resolve the matter to the satisfaction of the Trustee Board, the Trustee Board have the right at any time to declare a dispute and request alternate dispute resolution in terms of CSOSA, to take legal action, including consulting with attorneys, the costs of all of which will be for the owners account.

(4) Failure to apply these or any other penalties, in any instance shall at no time infer that the contravention is acceptable, and the PCBC may at any time impose these penalties in the future.

(5) The penalty imposed under sub-rule (2)(c) above, shall become due on the date of the written notice and must be paid within 30 (thirty) days of the written notice. Should the penalty remain unpaid it may be added to the owner's levy statement and may be recovered from the owner of the section in the same manner as applies to arrear levies, together with interest at a rate applicable to arrear levies.

(6) The Trustee Board shall from time to time determine the categories of contraventions and the amounts of penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the Trustee Board at a General meeting

(7) If the Trustee Board instruct a firm of attorneys or appoint an arbitrator in terms of in connection with or arising out of an infringement of any rule by a resident, the resident shall be liable to reimburse the PCBC on demand for all costs incurred in respect thereof.

(8) A resident may within 30 (thirty) days of the date of the written notice in terms of sub-rule (2)(c), submit an objection, with a motivation, against the penalty imposed, to the Trustee Board.

(9) Upon receipt of the objection, the Trustee Board may –

- (a) withdraw or reduce the penalty; or
- (b) schedule a meeting (hearing) for the purpose of considering the objection and invite the resident to attend the meeting, and / or to be represented at the meeting.

(10) At the Trustee meeting (hearing) referred to in (9)(b), the resident and / or his representative shall have the right to –

- (a) present his case.
- (b) present any evidence, including calling of witnesses, to substantiate his case.
- (c) cross-examine any person any person called as witness in support of the charge.
- (d) have access to documents produced in evidence; and
- (e) produce mitigating factors.

(11) The failure of the resident charged or his representative to attend the Trustees' meeting referred to in sub-rule (9)(b) shall not render the proceedings at the meeting void. Should the resident or his representative not attend the Trustees Meeting without providing a reasonable request for postponement, the Trustee Board may, in their sole discretion, continue with the Trustee meeting and consider the objection in the absence of the resident.

(12) Upon the conclusion of the Trustees meeting, the Trustee Board shall deliberate the evidence and if so resolved, they may –

- (a) uphold the penalty; or
- (b) withdraw or reduce the penalty.

(13) Should the resident not agree with the decision of the Trustee Board in terms of sub-rule (12) the resident may request, without prejudice of the other rights or remedies which may be available in terms of the STSMA or these Conduct Rules or in law, that the Trustee Board refer the matter to a General Meeting of the members for their decision, without prejudice to any other rights or remedies, which the resident may have in law, or in terms of the STSMA or the prescribed Managed Rules, and / or that the matter be referred to the Chief Ombud for resolution.

21. NOTICES AND DOCUMENTS

(1) A notice in terms of the STA, STSMA, the prescribed Management Rules or these Conduct Rules must be in such format as the Trustee Board may from time to time prescribe, which includes but not limited to written, printed or electronic matter that provides information or evidence or that serves as an official record, and that binds the PCBC.

(2) A notice will be regarded as having been delivered, if –

- (a) delivered to the resident by hand, in which event it shall be regarded as having been received on the date of delivery; or
- (b) delivered by registered post to the resident to his domicilium citandi et executandi, in which event it will be regarded as having been received on the 4th day after the date of posting; or
- (c) delivered electronically directly to the resident, in a manner and form such that the notice can conveniently be printed by the recipient within a reasonable time and at reasonable cost, in which event it shall be regarded as having been received on the date of transmittal

(3) If a document, record, or statement in terms of the STA or the STSMA or the prescribed Management Rules or these Conduct Rules, other than a notice contemplated in sub-rule 91) above, is required –

- (a) to be retained, it is sufficient if an electronic original or reproduction of that document is retained as provided for in section 15 of the Electronic Communications and Transactions Act; or
- (b) to be provided or delivered, it is sufficient if –
 - (i) an electronic original or reproduction of that document, record or statement is provided or delivered by electronic communication in a manner and form such that the document, record or statement can conveniently be printed by the recipient within a reasonable time and at a reasonable cost; or

- (ii) a notice of the availability of that document, record or statement, summarising its content and satisfying any prescribed requirements, is delivered to each intended recipient of the document, record or statement, together with instructions for receiving the complete document, record or statement.

22. SIGNATURE OF DOCUMENTS

(1) If a provision of the STA or the STSMA or the prescribed Management Rules or these Conduct Rules, requires a document to be signed or initialled –

(a) by or on behalf of a person, that signing, or initialling may be affected in any manner provided for in the Electronic Communications and Transactions Act; or

(b) by 2 (two) or more persons, it is sufficient if –

(i) all of those persons sign a single original of the document, in person or as contemplated in sub-rule (a); or

(ii) each of those persons signs a separate duplicate original of the document, in person or as contemplated in sub-rule (a), and in such a case, the several signed duplicate originals, when combined, shall constitute the entire document.

(c) signature contemplated in sub -rule (b) may be affixed to or placed on the certificate by autographic, mechanical, or electronic means.

23. NON-ADHERENCE AND NON- COMPLIANCE TO THE CONDUCT RULE

The Trustees shall be entitled and empowered, and after due notice to impose a fine on an owner or occupant for any transgressions of these rules and for the purposes thereof impose a fine at the sole discretion of the Trustees to a minimum of R500.00. The maximum not being equal to or greater than one month's levies.

Due Notice:

- First complaint - first written warning
- Second complaint - second written warning including fine
- Third complaint - third written warning – including a fine
- Fourth complaint – further action will be taken by either referring the matter to CSOS or by approaching a legal representative for assistance with legal action

24. IMPLEMENTATION OF FINES

(a) For the enforcement of any of the Rules of the Body Corporate, the Trustees shall be entitled from time to time, to implement a system of fines and penalties to serve as a deterrent for any contravention of these Rules and to enforce compliance with these Rules.

(b) An owner shall be liable for and pay the additional administration charges for any contraventions(s) of these Conduct Rules contravened by the owner or occupier or the cost to clean or reinstate the common property

(c) In the event of a transgression of any of these Rules, the following procedure shall be followed and implemented by the Trustees and/or the Managing Agent on their behalf:

i A letter of demand shall be addressed to the owner and/or transgressor and which demand shall convey details of the alleged transgression with reference to the time, date, place, incident and identity of the alleged transgressor(s) and which demand shall require from the owner to remedy any breach or to refrain from transgression the Rules.

ii Should the owner fail to adhere to the demand letter and/or fail to remedy his breach or to refrain from transgression of the Rule, then and unless written objection has been received from the owner/transgressor concerning the alleged contravention, the prescribed fine will be implemented and levied against the owner's levy account and shall become payable as if such fine is part of the normal levy due by the owner.

iii If the transgression is disputed and upon receipt of a written objection from the owner/transgressor, a Committee of three persons to be appointed for this purpose and to be chaired by the Chairperson of the Board of Trustees, will

convene a meeting with the owner/transgressor within a period of 10 (ten) days from receipt of the written objection in order to adjudicate upon the matter.

iv the meeting shall take place at the time, date and venue and in accordance with such procedure as may be prescribed by the Chairperson, provided that the Rules of Natural Justice shall be applied and at which meeting the owner/transgressor shall be entitled to raise his objection/defence and to call witnesses.

v the decision of the Committee shall be binding. Should the owner/transgressor refuse to comply with a decision of the Committee or fail to accept their decision, such dispute can then be referred to CSOS to be adjudicated in terms of the of the CSOS Act 9 of 2011.

vi Where a provision of these Rules is contravened and where the owner/transgressor persists to transgress these Rules, the fine as implemented by the Trustees may be applied and levied on a monthly basis for as long as the transgression endures and without the liability to demand compliance in respect of each and every further transgression and without the necessity to repeat the provisions as prescribed.

(d) The owner shall be liable for the payment of any fine imposed in respect of his tenant/ occupant of his unit and it shall be the responsibility of the owner to claim the amount of the fine from his tenant/occupant.

(e) For the enforcement of these Rules or in respect of any action to be taken to enforce or implement penalties, the Trustees/Managing Agent shall be entitled to appoint an attorney to execute any of their rights in terms of these Rules

25. INDEMNITY FOR HOA

(a) All members, their visitors, occupants, agents, contractors, workman, servants, invitees and employees make use of any facilities within the Estate, at their own risk.

(b) All vehicles entering the Estate shall be driven and/or parked at the driver's own sole risk and responsibility.

26. CONCLUSION

The Trustees are exempt from any claims or liabilities resulting from the implementation of the rules, It is trusted that with co-operation and loyalty to the guidelines, regulations and code of conduct set out above, a better and happier life at the complex will be experienced

ADDENDUM A PLOVER COVE BODY CORPORATE

APPLICATION FOR ALTERATIONS/IMPROVEMENTS

Unit number _____

Date: _____

Owner: _____

Contact details: _____

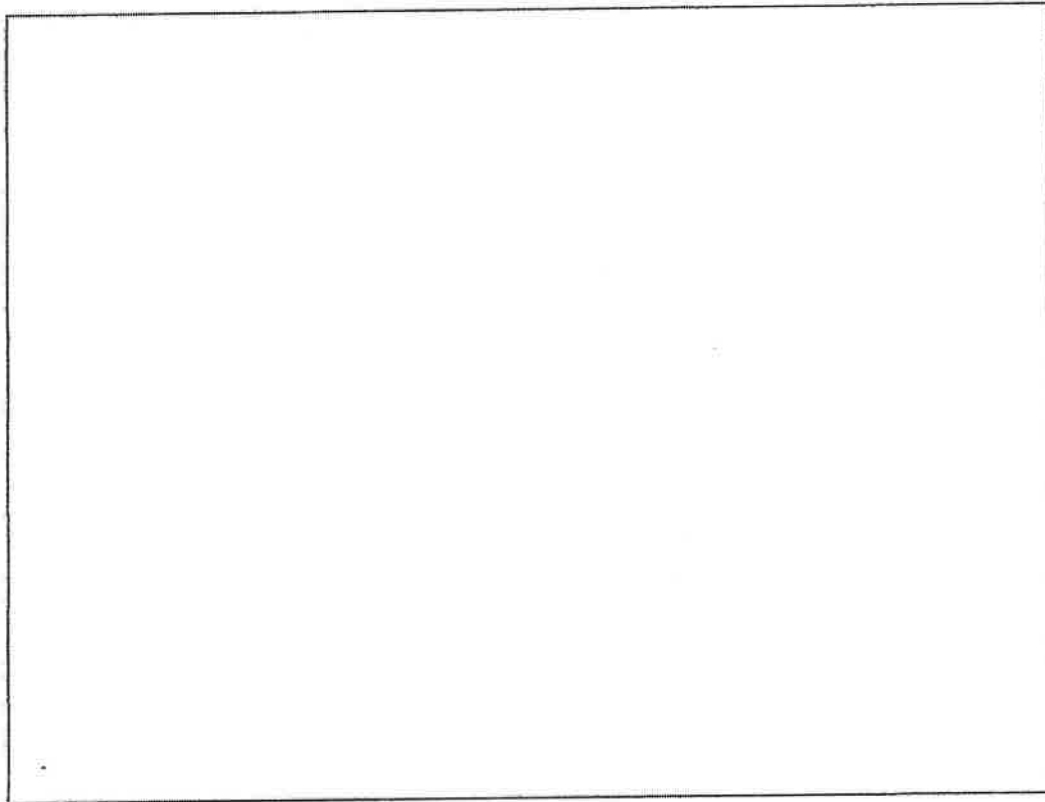
Are you applying for:

- ☐ DSTV dish installation
- ☐ Air-conditioning unit installation
- ☐ Awnings
- ☐ Solar Panels
- ☐ Patio Enclosure
- ☐ Wi Fi
- ☐ Interior alterations / improvements
- ☐ Other

Description of alterations/improvements: (Please describe the nature and design of the alteration/improvement to be installed as well as the manner in which it will be installed, the colour of the installation and that such design shall not detract from the aesthetic look of the complex, also include the size, material that will be used as well as the location of the addition/improvement)

Plans, sketches, photos, description etc to illustrate the proposed alterations / improvements are required

Detailed Sketch (photographs may also be included)



Trustees Approval – Conditions:

Trustees Rejection – Reasons:

Applicant signature: _____ Date: _____

Trustees Approved/Rejected: _____ Date: _____

Trustee

Trustee

PLOVER COVE BODY CORPORATE

ADDENDUM B APPLICATION TO KEEP A PET

Remember: ONLY two pets per unit are allowed!

Type of pet	Dog/Cat		Dog/Cat	
Breed				
Sex	Male/Female		Male/Female	
Sterilized?	Yes/No		Yes/no	

I, owner of unit..... hereby request permission
to keep the following pet/pets at the above mentioned unit.

I hereby agree to and accept the following conditions and rules as set out below.

- 1) The owner's written consent must be attached to this application.
- 2) All animals kept on the premises must be registered with the trustees.
- 3) Only two small dogs per unit will be permitted or 1 X dog and 1X cat
- 4) Maximum of two (2) pets per unit.
- 5) No poultry, pigeons, aviaries, reptiles, wild animals or livestock may be kept within the complex.
- 6) All cats and dogs are to be neutered/sterilized and a copy of the certificate to be forwarded to the Trustees.
- 7) Pets are not permitted to roam the common property or the streets of the Estate without the owners' supervision.
- 8) Owners of animals must ensure that such animals remain on his premises and do not hinder neighbours.
- 9) When selecting an animal as a pet, care should be taken for the pets' needs, i.e. area required for size of pet, and the age of the pet. Should complaints be received regarding your pet/s needs not being taken into consideration, the Trustees may withdraw approval to keep the pet/s.
- 10) Animals must wear identification tags that reflect the address, unit number as well as the telephone number & name of the owner.
- 11) Noisy pets will not be tolerated.
- 12) Owners of pets may not go away and leave their pets unattended for long periods of time, pets left alone create a nuisance in the absence of the owners, the necessary arrangements such as housesitting or kennelling must be made for pets when you intend being away.
- 13) Pets are not allowed on the common property unless carried, if small, or on a leash.
- 14) Owners of pets are responsible for the removal of excrement or other refuse relating to the pet left on the common property or in private gardens on a daily basis. Such matter must be placed in a sealed plastic bag and deposited into the refuse bins provided.

- 15) All dogs/cats must be sterilized, no breeding of pets is allowed
- 16) Owners are liable to pay for any damages caused by their pets
- 17) The pet may not be replaced with another when it passes away. A new application must be submitted for a new pet
- 18) No pet may hurt any person. The owner of the pet will be held responsible for any costs.
- 19) This permission is not transferable to an additional or alternative / following pet.
- 20) Strict action will be taken against residents in the event of any breach of any condition which may include the removal of the offending animal by the SPCA / HAWS, the owner be fined, the trustees withdrawing any approval, legal action or all of the mentioned actions.

Take note that these Rules are supported by the Conduct Rules of the Body Corporate

Signed atthis.....day ofyear.....

OWNER Signature.....



Penalty Schedule

PENALTIES TO BE IMPOSED BY THE BOARD OF TRUSTEES

This penalty schedule should be read with Rule 19 of the Conduct Rules (Contravention and Penalties).

NATURE OF CONTRAVENTION	FIRST CONTRAVENTION	SECOND CONTRAVENTION (or continuance)	THIRD CONTRAVENTION (or continuance)	FOURTH CONTRAVENTION (or continuance)
Conduct Rule (CR)	Contravention Notice (CN) / Warning Letter (WL)	Warning Letter (WL) / Fine	Fine	Fine

PETS (CR 2)				
Excessive barking	CN	WL	R500	R1 000
Pets outside a resident's unit	CN	R500	R1 000	R1 500
Unauthorised pets	CN	WL	R500	R1 000 (Repeated monthly if necessary)

MOTOR VEHICLES AND PARKING (CR 4)				
Reckless driving	CN / WL	R500	R1 000	R1 500
Illegal parking	WL	R500	R1 000	R1 500

RESIDENT BEHAVIOUR (CR 8)				
Excessive noise at ANY TIME	CN	WL	R500	R1 000
Setting off fireworks	R500	R1 000	R1 500	
NO WRITTEN WARNING WILL BE GIVEN				
Disturbance, nuisance, or misuse of common property	CN	WL	R500 (per incident)	
Rowdy or abusive behaviour	CN / WL	R500	R1 000	R1 500

OTHER CONTRAVENTIONS				
Leaving dirt, littering, or dumping rubbish on common property (CR 3)	CN	WL	R500	R1 000
Unauthorised alterations and fixtures (CR 6)	CN	WL	R500 (repeated monthly if necessary)	
Dangerous behaviour or Storage of dangerous material (CR 7)	CN	WL	R500 (per incident)	
Damage to common property (CR 5)	CN	WL	R500	R1 000
(plus, costs in relation to repairs)				
Unsupervised children (CR 12)	WL	R500	R1 000	R1 500
A contravention of any rule not specifically mentioned in this Schedule	CN / WL	R500	R1 000	R1 500

Fines as per the Penalty Schedule may not be equal to or more than the affected unit monthly levies



CERTIFICATE

SECTIONAL TITLE SCHEMES MANAGEMENT ACT, 2011 (ACT 8 OF 2011)
CERTIFICATE IN TERMS OF SECTION 10 (5) (c)

Scheme Registration Number: 2024/7386008

1. I, the undersigned, Lesiba Seshoka, in my capacity as Acting Chief Ombud, acting in terms of section 10 (5) (c), of the Sectional Title Schemes Management Act, 2011 (Act No 8 of 2011), hereby certify that:
2. At a meeting held on the 31st of May 2025, the scheme passed a special resolution approving the amendments of Conduct Rules.
3. The amendments or insertions to the Conduct Rules in terms of section 10(5)(a), of the Sectional Title Schemes Management Act, 2011 (Act No. 8 of 2011) have been approved.
4. The Conduct Rules are for the regulation and management of the following Community Scheme:

PLOVER COVE

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APPROVED

Approved and dated at
Centurion on the 20th day of
January 2025

Mr. Lesiba Seshoka
Acting Chief Ombud