



CONDUCT RULES FOR RESIDENTS

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

INTRODUCTION

Kings Gate will be a community who share a secure and high-quality lifestyle. Conduct Rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together harmoniously, without interfering with others' enjoyment, for the benefit of all.

Genuine respect and consideration by all residents for each other will create a harmonious and happy community living on the Estate.

In the event of differences or annoyances, the parties involved should attempt as far as possible to settle the matter between themselves, exercising respect, tolerance, and consideration.

The Trustees on behalf of the Body Corporate are given the task of applying the approved management and Conduct Rules for the control, administration, use and enjoyment of the Estate and have the power to substitute, add to, amend, or repeal any rule with the approval of the Body Corporate.

The Conduct Rules require reasonable interpretation, and are binding on, and apply equally to, all owners or occupiers. The rules should be seen to be neither restrictive nor punitive, but a judicious framework to safeguard and promote appropriate, sensible, and fair interaction and living.

The Trustees on behalf of the Body Corporate have the right to impose financial penalties (fines) to be paid by an owner or occupier who fail to comply with the rules. Fines, where imposed, shall be deemed to be part of the levy due by the owner.

TABLE OF CONTENTS

SECTIONS	PAGE NO.
1. PROMULGATION OF RULES	3
2. USE AND OCCUPATION OF A UNIT	3
3. UPKEEP AND MAINTENANCE OF RESIDENCES	5
4. UPKEEP, MAINTENANCE AND LANDSCAPING OF GARDENS	6
5. THE RIGHT TO KEEP AND THE CONTROL OF PETS	7
6. SECURITY	8
7. LEVY PAYMENTS	9
8. EMPLOYEES OF RESIDENTS	10
9. ESTATE FACILITIES	10
10. GENERAL	12
11. LETTING / SELLING A UNIT	14
12. ALTERATIONS AND ADDITIONS TO A UNIT	16
13. BREACH OF OR FAILURE TO COMPLY WITH RULES	16
14. IMPOSITION OF PENALTIES	17
15. DISCLAIMER OF RESPONSIBILITY	18
16. EXCLUSIVE USE AREAS	18
17. REAL RIGHT OF EXTENSION OF SCHEME	21

1. PROMULGATION OF RULES

1.1 Rules to Apply

- 1.1.1* As from the date of promulgation of these rules, they will apply, and all owners or occupiers are required to abide by the rules.
- 1.1.2* The management, accounting, and full operation of the sectional title scheme within the Estate falls under the jurisdiction of the Body Corporate, including the determination and application of all the rules.

1.2 Contravention of Rules by Owner, Occupier and Visitor in Units and on Common Property

- 1.2.1* Any contravention of the rules by any person who gains access to the Estate under the authorisation of an owner, occupier or visitor shall be deemed to be a contravention by that owner or occupier.
- 1.2.2* The owner, occupier or visitor of a unit must not create noise likely to interfere with the peaceful enjoyment of another unit or another person's peaceful enjoyment of the common property.
- 1.2.3* The owner or occupier of a unit must take reasonable steps to ensure that visitors do not behave in a way likely to interfere with the peaceful enjoyment of another unit or another person's peaceful enjoyment of the common property.
- 1.2.4* The owner, occupier or visitor of a unit must not obstruct the lawful use of the common property by any other person.
- 1.2.5* The owner or occupier of a unit is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

2. USE AND OCCUPATION OF A UNIT

2.1 Use of a Unit

- 2.1.1* The use of a unit shall be governed by the Town Planning Scheme in force at any time or any other approved scheme applicable to the Estate from time to time.
- 2.1.2* A unit may be used for residential purposes only.
- 2.1.3* Other uses, even if of short duration and whether of commercial, sporting, social, religious, political or any other nature will be permitted only with the prior written consent of the Body Corporate. Such consent is unlikely to be given should the use in question involve persons not resident on the Estate. The Body Corporate may refuse to give such consent and must provide written reasons for the refusal. The Body Corporate is entitled to grant its consent with conditions that must be strictly adhered to.
- 2.1.4* Use of the unit for Airbnb, Bookings.com and other holiday and/or temporary accommodation bookings is prohibited.

2.2 Occupation

The maximum number of persons allowed to reside at one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

2.3 Drying of Washing/Household Items

- 2.3.1* No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry except in a screened drying/courtyard or other designated concealed area. Items of washing must not be visible from the roads and must be screened from the direct view of neighbours.
- 2.3.2* Exceptions to this rule will be allowed only where the physical levels of adjacent dwellings dictate that drying/courtyards at lower levels may be visible from higher positions. In such cases residents at lower levels should attempt as far as possible to minimise the untidy display of washing.
- 2.3.3* No wash lines may be erected outside of a unit unless written permission has been obtained from the Body Corporate.
- 2.3.4* A2 and A3 units only are allowed to hang items of washing on the retractable line installed in those units.

2.4 Gas Installations/ Gas Appliances/ Harmful Substances

- 2.4.1 All Gas installations and Gas appliances on the Estate must be in accordance with the regulations SANS 10400: 2011 and SANS 10087-1:2013.
- 2.4.2 No other harmful or inflammable substances may be kept on the Estate.
- 2.4.3 The owner or occupier of a unit must not store a flammable substance in a unit or on the common property unless the substance is used or intended for use for domestic purposes.
- 2.4.4 This rule does not apply to the storage of fuel or gas in: -
- 2.4.4.1 the fuel tank of a vehicle, boat, generator, or engine; or
- 2.4.4.2 a fuel tank or gas cylinder kept for domestic purposes.
- 2.4.5 For new gas installations, the owner or occupier of a unit must first obtain the written permission of the Body Corporate.
- 2.4.6 All residents of the Estate are advised to use the recommended Gas suppliers as specified in the Welcome-to-Booklet for the refilling of gas bottles.

2.5 Attachments to Units

Nothing may be placed on or attached to a unit or any other structure, other than in accordance with prior written approval by the Body Corporate. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request in accordance with the design and architectural guidelines.

(This clause applies to the external air conditioning units, water tanks, timber decks, solar panels, and others, even when not directly attached to the building. Specifications for types and colours of approved awnings are obtainable from the Body Corporate). Awnings, satellite dishes and aerials are prohibited.

2.6 Fences and Screens

Where additional fencing is required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the Design and Architectural Guidelines and no fencing or screening may be installed without the written approval of the Body Corporate.

2.7 Jacuzzi's/Swimming Pools/Carports/Awnings/Timber Decks

- 2.7.1 Plans for Jacuzzi's/ swimming pools/ carports/ awnings/ timber decks require written permission from the Body Corporate prior to installation and such items shall only be allowed, provided they are in line with the style, type and position must be strictly in accordance with the Design and Architectural Guidelines and that they will have no detrimental effects on neighbours. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. The owner of the unit must maintain the jacuzzi/ swimming pool/ carport/ awning/ timber deck at their own cost and must be always kept in a neat and tidy condition. Swimming pools are only permitted on free standing units.
- 2.7.2 Any storm blinds or glass which encloses the verandas require written permission from the Body Corporate prior to installation and are to be in line with the style, type and must be in accordance with the design and architectural guidelines and must have no detrimental effects on neighbours. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request.
- 2.7.3 The above is subject to Local Municipality Plan Approval prior to installation.

2.8 Garden/Tool Sheds/Wendy Houses/Playhouses

Freestanding sheds for tools or gardening equipment are prohibited in the Estate. Wendy houses and children's Playhouses are prohibited in the Estate.

2.9 Jungle Gyms

Jungle gyms, slides, and swings, in gardens, require written permission from the Body Corporate prior to installation. Such items shall only be allowed, provided they are in line with the style, type and position and must be in accordance with the Design and Architectural Guidelines and must have no detrimental effects on neighbours.

2.10 Burglar Guards/Security Gates

- 2.10.1 No owner or occupier shall install any locking or safety device, safety gate or insect screen on the exterior of his premises or any burglar bars either internally or externally of his unit except with the prior written approval of the Body Corporate. When granting such approval, the Body Corporate may prescribe any reasonable condition, including the condition that the nature and

Design of the device, gate and burglar bars are of a uniform nature and specification in accordance with the Design and Architectural Guidelines

2.10.2 Any such device, gate, burglar bars, screens or guards shall always be maintained, repaired and/or renovated by the owner or occupier to the satisfaction of the Body Corporate.

2.11 Appearance from Outside

The owner or occupier of a unit shall not place or do anything on any part of the common property of the scheme, (including balconies, patios and gardens) which, in the discretion of the Body Corporate, is aesthetically displeasing or undesirable when viewed from the outside of the unit, exclusive use area or the like anywhere on the common property of the scheme without prior written consent of the Body Corporate, which written consent the Body Corporate may in their sole and absolute discretion grant or refuse.

2.12 Exterior Unit Signage

2.12.1 The owner or occupier of a unit must not, without prior written approval of the Body Corporate display a sign, notice, billboard, or advertisement if the article is visible from another unit or the common property, or from outside the scheme.

2.12.2 All unit and street signage are supplied by the developer.

3. UPKEEP AND MAINTENANCE OF UNITS

3.1 Internal Maintenance of All Units

The maintenance of the inside of all units is the responsibility of the owner or occupier and is to be carried out by such owner or occupier at his own cost.

3.2 External Maintenance of All Units:

3.2.1 The maintenance of the exterior of all units is carried out by the Body Corporate and is paid for as part of the levy save for item 3.2.2 below.

3.2.2 The maintenance of fences, screens, jacuzzi's, swimming pools, carports, timber decks, jungle gyms, external air conditioning units, solar panels and any attachments to units shall be the responsibility of the owner to maintain and insure and is to be carried out by such owner at his own cost.

3.2.3 The exterior of every unit together with its fences, screens, driveways, jacuzzi's, swimming pools, carports, timber decks, jungle gyms, external air conditioning units, must be continuously maintained by the owner in a clean, tidy, neat, and befittingly repaired, painted and in a meticulously kept condition and is to be carried out by such owner at his own cost.

3.2.4 Prior to painting the exterior of a unit by the owner, the approval of the Body Corporate must be obtained and the painting of the exterior of the unit must be in accordance with the Design and Architectural Guidelines.

3.2.5 Where in the opinion of the Body Corporate the condition of a dwelling is not up to the required standards of the Estate, the Body Corporate shall give written notice to the owner to carry out the necessary improvements within a specified time. Should the owner fail to carry out such work as requested, the Body Corporate shall be entitled to carry out that work and to recover the reasonable cost thereof from the owner, which amount shall be deemed to be part of the levy due by the owner.

3.3 Eradication of Pests

3.3.1 The owner of a section must keep the section free of wood-destroying insects, including white ants and borer beetles. The owner of a section together with an exclusive use area must keep the section and the exclusive use area free of wood-destroying insects, including white ants and borer beetles.

3.3.2 The owner or occupier of a section must allow the Body Corporate, the Managing Agent, or their duly authorised representatives to enter the unit on reasonable notice to inspect it and take any action necessary to eradicate any such pests and replace damaged woodwork and other materials.

3.3.3 The Body Corporate must recover the costs of the inspection and replacement referred to in 3.3.2 from the owner of the unit.

4. UPKEEP AND MAINTENANCE OF GARDENS

4.1 Environmental Management Plan (EMP) and Landscaping

4.1.1 The Estate has its own Environmental Management Plan. This EMP is a legal requirement of the environmental authorization granted for the Estate. The EMP aims to ensure that the Estate is built and operated with minimal environmental impact, and that the natural areas on the Estate are responsibly managed and enhanced for the benefit of the wildlife that occupies them, and for the people of the Estate to enjoy.

4.1.2 The Environmental Management Plan sets in place a clear "environmental best practice" framework which everyone should implement and promote.

4.1.3 An electronic copy of the Environmental Management Plan will be available on the website or through the Managing Agents and/or Body Corporate.

4.2 Private Garden Maintenance

Every owner or occupier shall be obliged to maintain their specific property to the standards as determined from time to time by the Body Corporate and the Environmental Management Plan.

4.3 Common Area Garden Maintenance

Communal areas will be maintained by a sub-contractor appointed by the Developer and/or Body Corporate, the cost of which will be included in monthly levy.

4.4 Garden Standards

Where in the opinion of the Body Corporate the condition of a garden is not up to the required standards of the Estate, the Body Corporate shall give written notice to the owner to carry out the necessary improvements within a specified time. Should the owner fail to carry out such work as requested, the Body Corporate shall be entitled to carry out that work and to recover the reasonable cost thereof from the owner, which amount shall be deemed to be part of the levy due by the owner.

4.5 Garden Refuse

4.5.1 Garden refuse generated privately by an owner or occupier may be placed in the approved plastic bags and stacked in the designated bin area together with domestic refuse. The garden refuse and domestic refuse shall be kept in a neat and tidy manner by the owner or occupier and must only be stacked in the designated bin area on the specific day of the week as directed by the Body Corporate.

4.5.2 All garden refuse generated by a private maintenance contractor must be removed by that contractor.

4.6 Removal/Cutting Down of Trees

The removal of or cutting down of trees is not permitted without prior written permission from the Body Corporate. The entire Estate area operates under the auspices of an approved Environmental Management Plan and therefore such permission will not be granted lightly. Any requests for the removal of trees or shrubs must be motivated in writing to the Body Corporate for consideration.

4.7 Gardening on Common Property

Gardening on common property will be maintained by a sub-contractor appointed by the Developer and/or Body Corporate, the cost of which will be included in the monthly levy.

4.8 Individual Gardens

4.8.1 The way you plant-up and manage your garden can either make a positive contribution to the overall environment and ecology on the Estate, or it can make no contribution and even cause degradation of natural areas outside your property. The key environmental principles you need to consider when planning and maintaining your garden are the following:

4.8.1.1 choose locally indigenous plants – these not only use less water than exotic plants (because they are growing in their native area), but will also contribute to the extent of naturally vegetated area on the Estate (and thus attract in more bird life, animals, and the like);

4.8.1.2 minimise your lawn area – lawns are notoriously big users of water, and they need fertilisers which can degrade streams nearby. The less lawn the better (including less time spent mowing);

- 4.8.1.3 choose some large indigenous trees and plant these in a strategic location to shade your house or garden in the hottest part of the day (afternoons) in Summer – this will not only create a more pleasant environment in your garden / home but may even reduce your costs of cooling your home in summer. An innovative idea is to choose trees that will lose all or some of their leaves in winter – thus letting in more light and heat when you need it;
- 4.8.1.4 mulch your garden beds with leaves, bark chips or wood chips to reduce the amount of watering you need to do. This will save you money and will help reduce your impact on our water-scarce country's resources;
- 4.8.1.5 compost your own kitchen waste (for example in a "worm farm") to make a free source of environmentally friendly fertilisers which you can use in your garden. These are less harmful to the environment than commercially bought chemical fertilizers;
- 4.8.1.6 choose solar-powered and energy efficient lighting for garden and exterior feature lighting. This will help save on your electricity bill and the environment;
- 4.8.1.7 plant steep banks with grass or groundcovers that have strong root systems and do not die back in the winter to ensure that your topsoil is protected from storm-water run-off. Trees with good root systems like figs are excellent to include in your planting plans for these areas as they keep the slope stable;
- 4.8.1.8 try to shape your garden so that at least some rainwater is captured on the lawn (by forming flat or dish-shaped lawn areas) or channelled into appropriate garden beds. By creating tiny berms or even small trenches (called rills), you can capture rainwater in your garden and reduce the amount of watering that you must do;
- 4.8.1.9 make sure your irrigation system is water-wise and uses as little water as possible. Drip irrigation for trees and shrubs is recommended.

5. THE RIGHT TO KEEP AND THE CONTROL OF PETS

- 5.1 Local Authority by-laws relating to pets must be complied with (i.e., licensing / numbers / inoculations and other)
- 5.2 Written permission to keep pets in the Estate must be obtained from the Developer and/or the Body Corporate by the owner of a unit. *(This permission will not be unreasonably withheld provided compliance with the rules is satisfied)*. Tenants are prohibited from keeping pets in the Estate.
- 5.3 **No more than ONE small dog (maximum of 10 kilograms) will be permitted on the Estate in freestanding homes, garden duplexes and simplexes. Pets are NOT permitted in the apartments.** Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met: -
 - 5.3.1 **Cats are NOT permitted on the Estate.**
 - 5.3.2 Dogs must be of a breed, size, and disposition, suitable in the opinion of the Body Corporate, to the area of the property to be fenced in accordance with Architectural Guideline at the Owner/Occupier's expense.
 - 5.3.3 All dogs must be spayed, and a veterinary certificate of compliance must be produced when requesting permission to keep the pet.
 - 5.3.4 Each dog must always wear a collar with a name tag indicating the owner's or occupant's name and telephone number.
 - 5.3.5 Only small, caged birds will be allowed subject to not more than two birds per cage and a maximum of one portable cage. Parrots, parakeets, and other loud squawking/screeching/talking birds will be subject to special noise restrictions. Aviaries, of any sort, are not permitted.
 - 5.3.6 Pigeons, poultry, peacocks, wild animals, livestock, rabbits, snakes, reptiles, and the like are not permitted on the Estate.
 - 5.3.7 An owner or occupier suffering from a disability and who requires a guide, hearing or assistance dog must be considered to have the Body Corporate's consent to keep that animal in any unit and to accompany it on the common property.
- 5.4 Dogs must be kept in an adequately sized and contained area within the owner's or occupant's property and when outside the owner's or occupier's property must always be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on the Estate. *(Stray pets without a name tag will be handed over to the SPCA or Municipal Pound and any costs incurred will be for the owner's or occupier's account)*.

- 5.5** Fouling by pets on common property belonging to the Estate or to other owners or occupants must be removed immediately by the responsible owner/ occupier. Dog excrement should be flushed into the sewerage system and not placed in refuse bins. *(For this purpose, owners and occupiers are advised to carry a scooper or plastic bags whenever walking their pets outside of their own property).*
- 5.6** Pets are not allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, and the like and no pet may be left alone in a unit for an extended period of more than 12 (twelve) hours. In the event of an owner or occupier of the Estate complaining in writing to the Body Corporate that a pet barking, howling, or squawking constitutes a nuisance, the rules and discipline committee will investigate the matter, make a finding and a recommendation to the Body Corporate which may make an order including that the pet shall, forthwith be removed from the Estate, which order shall be final and binding.
- 5.7** Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the Body Corporate and /or Managing Agent.
- 5.8** The Body Corporate may withdraw any consent if the owner or occupier of a unit breaches any condition imposed in the rules above.
- 5.9** The keeping of pets is not allowed in the following duplex units: 101, 102, 103, 104, 150, 151, 152 and 153. Should an owner or occupier of a unit mentioned herein wish to keep a pet, the owner or occupier must make an application to the Body Corporate, permission may be granted at the discretion of the Body Corporate.

6. SECURITY

6.1 General Security Procedures

- 6.2.1** All security procedures in force from time to time shall always be strictly adhered to by all persons inside the Estate.
- 6.2.2** Personal, or Private house, guarding, in addition to the overall security provided by the Estate, may be arranged through the security provider contracted to the Estate. Any such additional service will be for the account of the owner directly with the supplier.
- 6.2.3** House Alarms
Should a home alarm system be required, it is a requirement of the Estate that such system must be connected via a radio link to the estate security control room who will monitor the alarm at no additional cost to the homeowner. All systems are to be of the silent alarm type so as not to cause any disturbance to neighbours.

6.3 Reporting to Security

Security is a shared responsibility. Residents must report to security any suspicious or unlawful occurrence immediately as it is seen or perceived.

6.4 Registration

Every owner or occupier requiring individual access to the Estate must apply for registration at the Body Corporate for a personally encoded proximity access in the form of Biometrics. Such application must be accompanied by the individual's identity document and the payment (as set from time to time). Access may be requested for minors or other family members but shall be subject to the approval of the security committee and, if granted, to the set payment.

6.5. Access

- 6.5.1** Each person having an access card shall be fully responsible for its proper use and safe keeping and shall not permit the use thereof by unauthorised persons.
- 6.5.2** It should be noted that:
- 6.5.2.1** access cards are limited to ONE PER QUALIFYING RESIDENT and are for PERSONAL USE. They are not supplied as access tickets for cars.
- 6.5.2.2** the loss of an access card must be reported immediately [in order that the card may be made invalid] and a new card must be requested, for which there is a charge.
- 6.5.3** The Developer/Body Corporate may, in due course elect to use fingerprint or eye recognition for access or any other modern safe means for access identification.

6.6 Employees / Casual Workers

Prior to being engaged to work in the Estate, the owner or occupier shall apply for registration of any proposed permanent or part-time domestic workers, maids, general assistants, cleaners, gardeners, and casual workers. Such application shall be accompanied by each employee's I.D. book and payment. Such registration shall be subject to clearance by security and/or the security committee.

6.7 Contractors

Prior to being engaged to work in the Estate, the owner or occupier shall apply for registration of any proposed Contractor for a permit. Such application shall be accompanied by the Contractor's Company Registration Documents, the proposed work specification and payment. Such registration shall be subject to clearance by security and/or the security committee.

6.8 Security Clearance

All employees requiring access to the Estate will be required to sign a consent form for the taking of fingerprints for security clearance purposes, if applicable.

6.9 Visitors/Services/Deliveries

Owners or occupiers must use the access control system for the arrival of visitors, repair services, deliveries, and the like.

7. LEVY PAYMENTS

7.1 Owners are required to pay levies in full and in advance by the 1st day of each month. To ensure this, the conditions of sale specify that each owner must complete a debit order in favour of the Body Corporate on an account with a South African registered Commercial Bank.

7.2 In the case of a debit order not being honoured, for whatever reason, and an owner becomes in arrears at the 7th day of the month, such owner shall pay interest, [at 3% above the current prime overdraft rate of the Standard Bank of South Africa], and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.

7.3 Owners still in arrears at the end of a month may have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the owner's account, which costs will be agreed or taxed in terms of Management Rule 25(4).

[In exceptional circumstances, where an owner may have a singular problem regarding payment of dues, he may approach the Body Corporate and/or Managing Agent with a request for special consideration and/or temporary relaxation of the above rules, which consideration and any decision resulting therefrom shall be entirely at the discretion of the Body Corporate or Managing Agent].

7.4 All debts (of whatsoever nature including but not limited to interest, fines, collection fees and charges payable in terms of these rules) due by an owner to the Body Corporate shall be included in the levy account and deemed to be part of the levy due by the owner and subject to the rules applicable to levies.

7.5 Levy amounts may not be reduced either against real or perceived, partial, or non-provision of services or for any other reason unless previously discussed with and sanctioned by the Body Corporate in writing.

7.6 The Developer and Body Corporate shall establish a Reserve Fund for the purposes of meeting unforeseen future maintenance and expenses, extraordinary expenditure, and expenditure of a capital nature, to be incurred by the Body Corporate in conducting its main objects under the provisions of the Management Rules. In the event of any unit being re-sold (excluding original developer sales), alienated or otherwise disposed of, the new Owner (Purchaser) is responsible to pay R7,500 inclusive of VAT (Seven Thousand Five Hundred Rand) towards the Reserve Fund. This amount is to be paid upfront on or before registration of transfer. (This amount may vary at the discretion of the Body Corporate, subject to a Special General Meeting).

7.7 In the event of any unit being sold, a Levy Clearance Certificate will only be issued by the Body Corporate once the existing owner has paid all levies due including any arrear levies outstanding.

8. EMPLOYEES OF RESIDENTS

8.1 For these rules "Employees" shall be defined as any assistant paid by the owner/occupier to perform any duty in or about the owner's property. Please also refer to SECURITY rule 6.6 about registration of employees.

8.2 Visitors

Live-in Employees are permitted to receive personal visitors on the Estate only if this is requested by the owner or occupier and cleared by security in accordance with rule 6.9 above.

8.3 Overnight Stays

Should any owner or occupier require their employee (not registered as live-in employee - see 8.5 below) to stay overnight the security offices must be timeously advised. The employee will be required to be accommodated within the house as with suitable accommodation as per 8.4 below.

8.4 Live-in Employees

Should any owner or occupier require that an employee reside on the Estate, a written application must be made to the Body Corporate. Consideration will only be given if it can be shown that suitable accommodation within the unit exists for the employee. Accommodation must consist of a minimum of a bedroom and suitable ablution facilities.

8.5 Termination of Employees' Services

Should the services of any employee be terminated, for whatever reason, security and management must be notified immediately by the owner or occupier in order that deregistration may be affected, and access be immediately deactivated.

9. ESTATE FACILITIES

The rules for the use of the Fitness Centre, Community Hall and Common Facilities shall be determined by the Developer and/or the Body Corporate from time to time.

9.1 Estate Communal Areas

The Body Corporate's Rules regarding the Communal Areas are as follows: -

9.1.1 Any communal buildings, pools, and facilities, as and when provided, are for the recreational use of all estate residents and their guests only.

9.1.2 These facilities may be booked through the Body Corporate for special Estate community social functions/events.

9.1.3 Under no circumstances may the communal furniture be removed from the facility.

9.1.4 It is the duty of whoever uses the facility, to clear away all rubbish and stack away the cushions and chairs, and to leave the place in a clean and tidy condition.

9.1.5 The facilities may not be used by anyone for financial gain, or for political gatherings.

9.1.6 Non-residents may use the facilities only with the special written or arranged consent of the Body Corporate

9.1.7 Children under the age of 10 years must, at all times, be accompanied by an adult.

9.1.8 Pets are prohibited in any of the Estate communal facilities.

9.1.9 Radios and music players, if used around the facilities, should only be at very soft volumes.

9.1.10 The use of the community buildings, pools and facilities must be done in such a way so as not to create an unreasonable nuisance or disturbance to those residents living in proximity.

9.2 Use of Community Hall

9.2.1 The Community Hall shall be open for use on all days of the week from 08h00 until 22h00. The Body Corporate reserves the right to prohibit or limit the use of the whole or any part of the Community Hall for any reason whatsoever. Community Hall facilities are for the use and enjoyment of the Estate residents and their guests. Residents must reserve the facilities of the Community Hall should they wish to use them, and the use thereof will be allocated by

the Estate Management based on the earlier applications for reservation being given preference.

- 9.2.2 Music in the Community Hall may only be played at a reasonable volume. At 22h00 hours, the music must be turned off.
- 9.2.3 At all times, noise within the Community Hall must be limited to a reasonable volume.
- 9.2.4 The Community Hall may be used by non-residents for functions during such times that the use of the Community Hall by the residents of the Estate is limited. Should a booking of the Community Hall be made by a non-resident, the earlier booking will take precedence over a later booking, even if such later booking is made by a resident of the Estate. Permission to use the Community Hall is at the discretion of the Body Corporate.

9.3 Use of the Fitness Centre

- 9.3.1 All persons making use of the Fitness Centre must do so in accordance with the rules and policies as established by the approved Fitness Centre Operator, which must be in line with the rules of the Body Corporate.
- 9.3.2 The Fitness Centre Operator must at all times ensure compliance with the following:
 - 9.3.2.1 Operating times: As prescribed by the Body Corporate.
 - 9.3.2.2 Noise levels to be of an acceptable level. The Fitness Centre Operator must ensure that the noise emanating from the Fitness Centre does not cause a nuisance to residents of the Estate.
 - 9.3.2.3 Children under the age of 16, are not allowed in the Fitness Centre without adult supervision.
 - 9.3.2.4 The Fitness Centre must, at all times, be kept in good order and maintained to an acceptable standard as determined by the Body Corporate.
- 9.3.3 The Fitness Centre is open to be used by non-residents and residents of the Estate.

9.4 Nursery School and Creche

- 9.4.1 All persons making use of the Nursery School and Creche must do so in accordance with the rules and policies as established by the approved independent Nursery School and Creche Operator, which must be in line with the rules of the Body Corporate.
- 9.4.2 The Nursery School and Creche Operator must at all times ensure compliance with the following:
 - 9.4.2.1 Operating times: As prescribed by the Body Corporate.
 - 9.4.2.2 Noise levels to be of an acceptable level. The Nursery School and Creche Operator must ensure that the noise emanating from the Nursery School and Creche does not cause a nuisance to residents of the Estate.
 - 9.4.2.3 The Nursery School and Creche must, at all times, be kept in good order and maintained to an acceptable standard as determined by the Body Corporate.
- 9.4.3 The Nursery School and Creche is open to be used by non-residents and residents of the Estate.
- 9.4.4 The Nursery School and Creche Operator must ensure that the children are supervised at all times.

9.5 Open Spaces/ Communal Areas/ Grasslands/ Attenuation Ponds (use of and conduct)

These communal areas are owned by the Estate and are maintained in terms of the Estate Environmental Management Plan by the Body Corporate for the use by, and the enjoyment of, all residents. All persons using these areas are urged to do so with the utmost respect for nature. The Body Corporate Rules regarding these areas are as follows:

- 9.5.1 The lighting of fires in any of these areas is prohibited.
- 9.5.2 Disturbing, collecting, or destroying of any plant material is prohibited.
- 9.5.3 Disturbing, harming, or destroying any wild animals or birds is prohibited.
(Should wild animals become a nuisance; the problem should be brought to the attention of the Body Corporate – although this does not infer that such animal will automatically be removed from the Estate).
- 9.5.4 The use of any of these communal areas in a manner or through conduct which may unreasonably interfere with the use and enjoyment of other persons or in such a way as to cause a nuisance which may detrimentally affect the amenity of such area is prohibited.
- 9.5.5 Littering or discarding of any item whatsoever on the Estate is prohibited.

9.6 Anywhere on the Estate

- 9.6.1 Swimming is prohibited in any water area not specifically designated for such purpose.
- 9.6.2 Camping is not permitted unless written permission is obtained from the Body Corporate.
- 9.6.3 Picnicking is not permitted except on any common property specifically designated for such activities.
- 9.6.4 Discharging of any firearm, airgun or other lethal weapons is prohibited.
- 9.6.5 Fireworks are prohibited.
- 9.6.6 Cruelty to animals is prohibited.

9.7 Feeding of Wild Animals or Birds

- 9.6.1 The entire Estate operates within the parameters of an Environmental Management Plan. The feeding of wildlife, in any way at all, is prohibited.
- 9.6.2 Fines will be levied for the deliberate feeding and providing of food to wild animals and/or birds.

10. GENERAL

10.1 Acceptable Conduct

- 10.1.1 Respect and general consideration by all residents for all other residents and all users of the Estate shall always be exercised.
- 10.1.2 Being a nuisance to or interfering with any other resident, or his/her rights, in any manner deemed by the Body Corporate to be unacceptable to harmonious living is prohibited.

10.2 General Estate Standards

- 10.2.1 Veranda/garden furniture or any other external fixtures, decorations, decorative lights, drapes, bunting, umbrellas, signs, symbols and so forth, which in the opinion of the Body Corporate, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Estate and may not be displayed in any part of the Estate.
- 10.2.2 Signs may not be displayed on the Estate (giving the name of builders, decorators, furnishers, air conditioning, alarm companies, garden installers, garden maintenance contractors, estate agents and the like).
(This rule shall not apply to the regulation notice board required by the project guidelines for the erection of or alterations to units nor to the security signs depicting zones or warnings on the perimeter fence as well as speed signs).
- 10.2.3 No flags or flag poles may be displayed or erected in the garden or on private residential units within the Estate.
(This rule shall not apply to the Body Corporate, Developer and Registered Estate Agent).
- 10.2.4 Curtains and curtain linings, shutters and blinds should not present too harsh a view in relation to the earthy colours approved for the exterior of homes and are therefore required to be the same colour as the exterior wall in which it is viewed.
- 10.2.5 The use of any kind or type of shade cloth, if visible to the public and/or neighbours is prohibited. *(This rule shall not apply to the required screening of building alteration work).*

10.3 Restrictions on the Estate

- 10.3.1 Private, religious, or commercial advertising notices, pamphlets, publicity material or brochures are NOT permitted to be distributed.
(This rule shall not apply to legitimate notices to residents from the Body Corporate).
- 10.3.2 Canvassing for, or the promotion of, political parties or religious bodies is NOT permitted on the Estate.
- 10.3.3 Any form of promotional selling/fundraising/raffles/etc. and the approaching of or visiting residents for these purposes is prohibited.
- 10.3.4 Public auctions, jumble sales or any form of sales on any property are not permitted (other than with the prior written permission of the Body Corporate).
- 10.3.5 Lighting or letting off any form of fireworks is prohibited.
- 10.3.6 Burial, anywhere on the Estate, is prohibited.
- 10.3.7 Curing of meat, skins, fish, or reptiles is prohibited.
- 10.3.8 Cruelty to animals is prohibited.

10.4 Use of Roads/Vehicles

The roads throughout the Estate are for the use of all, whether on foot, cycles, or motor vehicles. In our exclusive environment, this places extra responsibility and awareness on all who use these roads but more particularly on all adults and especially parents who need to educate and control their children.

- 10.4.1* Accidents (collisions) on the Estate involving damage to persons or property must be reported to the security office and where necessary to be reported to the police. It is the owner's or occupiers' responsibility to obtain comprehensive insurance in this regard covering their vehicles, and damage to persons and to property. No claim in this respect may be brought against the Body Corporate.
- 10.4.2* The speed limit throughout the Estate is a maximum of 20 kilometres per hour but may be reduced in some areas, as necessary. All drivers must adhere to the Estate Speed Limits.
- 10.4.3* Pedestrians must be given the right of way on the roads within the Estate.
- 10.4.4* No person shall operate any vehicle upon any place within the Estate unless he/she is the holder of a valid driver's licence.
(Sidewalks, open lawn areas are "out of bounds" to vehicles).
- 10.4.5* Operating any motorised vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.
- 10.4.6* The use of car hooters within the Estate is prohibited.
- 10.4.7* Parking on sidewalks and open lawned areas or in front of driveways to residences is prohibited, and parking may only be done in areas so designated for that purpose.
- 10.4.8* Any caravan, boat or trailer is prohibited on the Estate.
- 10.4.9* Skates (skateboards, in-line skates, roller blades, roller skates, cycles etc.) may not be used on the roads in any way which causes nuisance or inconvenience to residents. Parents are obliged to instruct their children to stop skating and get off the road when pedestrians or vehicles approach.
- 10.4.10* No repairs to or dismantling of any vehicle may be carried out on the Estate or common property except in cases of total breakdown and then only for the purpose of getting the vehicle mobile for removal.
- 10.4.11* Oil, grease or fluid must not be allowed to soil any portion of the common property and should this occur the owner/occupier shall be responsible to expeditiously clean and remove all traces.
- 10.4.12* The vehicle size, weight and load restrictions set by the Body Corporate must be adhered to within the Estate.

10.5 Domestic Refuse

- 10.5.1* All owners or occupiers of units are to place their refuse bags in the designated bin area on the designated collection day of the week.
- 10.5.2* Bins may not be placed on the sidewalk on any other day or on the night before collection days.
- 10.5.3* Bulk refuse or where refuse is of such a size or nature that it cannot be removed by the normal service, the owner/occupier shall make special arrangements with a private contractor and all costs thereof shall be for the owner's account.

10.6 Services

- 10.6.1* Electricity
Electricity is supplied on a "Pay as you go" meter system.
- 10.6.2* Water
The supply of domestic water is operated by the eThekweni Municipality who will install meters and bill owners direct for the monthly usage. If the Municipality bills the Body Corporate directly for the individual unit usage, then the owner shall be responsible to pay for the usage which will reflect on the monthly Levy Statement.
- 10.6.3* Gas
All gas installations and gas appliances on the Estate must be in accordance with the regulations SANS 10400: 2011 and SANS 10087: 2013.
- 10.6.4* Telephone, IT and TV
Each owner is responsible for any telephone, IT and/or Television connections to their respective unit and through the Estate contracted operator.
- 10.6.4.1* No Satellite dishes or aerials or receivers of any form are permitted on walls or roofs of apartments, duplexes, simplexes, or freestanding houses.
- 10.6.4.2* A central satellite dish with fibre optic cable will be provided.
- 10.6.4.3* Each owner will be responsible for his/her DSTV and/or Fibre connection.

10.6.5 Outstanding Services Accounts

10.6.5.1 The Body Corporate will not be held liable for outstanding services accounts that have been incurred by an owner/occupier. It is the responsibility of the owner to ensure payment of the services referred to above.

10.6.5.2 The owner shall claim against the occupier and have no rights against the Body Corporate.

10.7 Disputes

10.7.1 In the event of differences or annoyances arising between owners/occupiers, parties shall, in the first instance, attempt as far as possible to settle the matter between themselves while exercising respect, tolerance and consideration.

10.7.2 Should any dispute between owners/occupiers not be resolved privately as in 10.7.1, then an appeal may be made in writing to the Body Corporate seeking a ruling/resolution to the problem.

10.7.3 Any dispute, between owners or occupiers or between the Body Corporate and an owner or occupier, in connection with or related to the Management Rules, these Conduct Rules, or any other ruling regarding the rights, obligations or liabilities of the Body Corporate or a member which remains unresolved shall be submitted for dispute resolution as set out in the Community Schemes Ombuds Services Act.

10.8 Communications with the Body Corporate

All communications with the Body Corporate must be submitted in writing and addressed to the Body Corporate or Managing Agents, where-after they will be given consideration followed by appropriate action as required, or referral to the Trustees for further consideration.

11. LETTING/SELLING OF A UNIT

Prior to letting or selling a unit, owners should consult with the Body Corporate to be fully informed with all document requirements and procedures of the scheme.

11.1 Consent of the Body Corporate Required when Selling or Leasing

11.1.1 The consent to sell/transfer/lease/rent a property within the Estate must first be obtained by the owner in writing from the Body Corporate, by way of clearance certificates. Such consent shall be subject to all dues having been fully paid and all other conditions of the Body Corporate and the Estate having been satisfactorily discharged.

11.1.2 The owner requesting consent in terms of 11.1.1 above, shall determine that the proposed new tenants are of suitable standing befitting the Estate.

11.2 Conditions for Leasing

11.2.1 An owner wishing to lease their unit within the Estate and who requires the services of an Estate Agency regarding such lease may at their own discretion arrange the lease through any Estate Agency provided that the Estate Agency is registered with the Body Corporate of the scheme.

11.2.2 An owner wishing to lease their unit must, along with his proposed tenant, complete the formalities, requirements, and documents, in particular, the use of the standard Estate Lease Agreement (no other agreements will be accepted), as well as comply with the specified conditions, all as prescribed by the Body Corporate for the proper induction of tenants. IT MUST BE NOTED that a unit must be leased as a whole and no "part of a unit" may be leased or let for any period.

11.2.3 The owner and or the Registered Estate Agent must inform his tenants of the rules of the Estate and any contravention of the rules by any such tenants shall be deemed to be a contravention by the owner.

11.2.4 Should any tenant be considered in the opinion of the Body Corporate to be or to have become unsuitable or undesirable within the Estate, the owner shall be liable for the tenants' conduct. The Trustees of the Body Corporate must send a written warning to the owner regarding the tenant's undesirable conduct notifying the owner of the transgression that has taken place and request for it to be resolved within a specified period. Should the transgression persist, then the Trustees will take further action against the owner. Any costs incurred due to the tenants' conduct shall be for the owner's account and no claim for loss or damages will be entertained by the Body Corporate.

11.2.5 Private Leases and Unregistered Estate Agents

Where an owner wishes to lease privately and/or use the services of a Unregistered Estate Agent, this may be done provided all requirements of, and obligations to, the Body Corporate are met prior to the actual commencement of the lease. The lease documentation MUST be arranged through the Registered Estate Agent.

11.3 Conditions for Selling

11.3.1 An owner wishing to sell his unit within the Estate and who requires the services of an Estate Agency regarding such disposal may at his/her discretion arrange the sale through any Estate Agency provided that the Estate Agency is registered with the Body Corporate of the scheme.

11.3.2 An owner wishing to sell his/her unit must, along with his/her proposed new owners, complete the formalities, requirements, and documents, in particular, the use of the Standard Estate Sale Agreement (no other agreements will be accepted), as well as comply with the specified conditions, all as prescribed by the Body Corporate for the proper induction of new owners/transferees.

11.3.3 New owners shall be obligatory members of the Body Corporate as set out in the Sale Agreement.

11.3.4 Private Sales and Unregistered Estate Agents

Where an owner wishes to sell privately and/or use the services of an Unregistered Estate Agent, this may be done provided all requirements of, and obligations to, the Body Corporate are met prior to the actual occupation date and/or registration date. The sales documentation MUST be approved by the Body Corporate.

11.3.5 In the event of the property being re-possessed or be placed onto a "BANK ASSISTED SALE PROGRAM", the Estate Agent appointed by the Bank/Funding Institution agrees to be bound by the Kings Gate Estate Conduct Rules, in particular Clause 11.3.4 above.

11.4 Security Access

Owners may not under any circumstances hand over their access cards to the new purchasers or tenants and such cards must be handed in at the Body Corporate for cancellation. New purchasers and tenants must apply, and pay for, their own new individually registered security access cards.

11.5 Change of Ownership

11.5.1 Change to ownership will only occur once the transferring attorney has received written consent by the Body Corporate (which consent shall not be unreasonably withheld) and after the Body Corporate and/or Managing Agent has issued a Levy Clearance Certificate to the effect that all levies have been paid or that provision have been made to the satisfaction of the Body Corporate for the payment thereof.

11.5.2 Where the change to ownership occurs as set out above, the new owner shall be required to contribute to the Levy Stabilisation Fund in the standard amount as laid down from time to time, as if a new purchase had taken place.

11.5.3 At reasonable times, an owner contemplated in *11.5.1* above shall permit the Body Corporate, without fee or charge, to inspect the share register, Founding Statement, Deed of Trust, Letters of Authority, and any other document as requested to ascertain details of the owner.

11.6 Precedence of Original Sale Agreement

Should any of the above rules conflict with any of the terms and conditions for selling as set out in the owner's Sale Agreement (Developer/first sale) then such Sale Agreement conditions shall take precedence.

12. ALTERATIONS AND ADDITIONS TO A UNIT

- 12.1** Prior to embarking on any alterations and additions of any sort, the owner must obtain written permission from the Body Corporate prior to construction or installation of such alterations, and shall only be allowed, provided they are in line with the style, type and position must be strictly in accordance with the Design and Architectural Guidelines.
- 12.2** The design of all alterations to buildings and the addition of fences, plunge/swimming pools, gazebos and the installation of Jacuzzi's and the like shall strictly adhere to the Design and Architectural Guidelines and all the Body Corporate's requirements pertaining to the Estate.
(It should be noted that swimming pools are required to be fenced in accordance with the Local Authority's by-laws)
- 12.3** Alterations to the footprint and façade of the buildings is NOT permitted.
- 12.4** The required plans, forms, and details, as set out in the requirements, must be submitted, along with the request for approval, to the Body Corporate as well as consent by the owners and bond holders.
- 12.5** Once approval is obtained from the Body Corporate the plans must be submitted to the Local Authority for their approval.
(It being a condition that the Body Corporate's prior approval is submitted to the Local Authority).
- 12.6** No construction or installation may commence prior to the Body Corporate and Local Authority approvals having been received.
- 12.7** New work consisting of extended or altered floor area may not be occupied without it first being granted the Body Corporate's and Local Authority's "Occupation Certificate".

13. BREACH OR FAILURE TO COMPLY WITH RULES

- 13.1** Should an owner, by himself or by his lessee, invitee, visitor, servant, employee or occupier of his unit, commit a breach of, or not comply with, any of these Conduct Rules and then fail to remedy such breach or non-compliance within a period of three days after having received a written notice from the Body Corporate and/or Managing Agents to remedy such breach or non-compliance, the Body Corporate, shall be entitled to take such actions as are available to it in terms of these rules and the Act.
- 13.2** Failure by an owner to comply with any provisions of any rules may result in:
- 13.2.1* A call for an explanation and/or an apology; and/or
 - 13.2.2* A reprimand and a request to comply; and/or
 - 13.2.3* The imposition of a fine or fines; and/or
 - 13.2.4* The withdrawal of any previously given consent applicable to the matter; and/or
 - 13.2.5* An order to pay for any damages resulting from non-compliance with any rule; and/or
 - 13.2.6* The hand-over to the Attorneys of the Body Corporate for the appropriate recovery or legal action; and/or
 - 13.2.7* Dispute resolution as set out in the Community Schemes Ombud Services Act; and/or
 - 13.2.8* Application to the Courts for the enforcement of the rule/s or other action.
- 13.3** The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Body Corporate, who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach, or non-compliance.
- 13.4** Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the owner.
- 13.5** The rights of the Body Corporate as referred to above are without prejudice to any other rights that they may have in terms of the Sectional Titles Schemes Management Act or law in general.

14. IMPOSITION OF PENALTIES

- 14.1** If the conduct of an Owner or Occupier or the Visitors of an Owner or Occupier constitutes a nuisance or danger in the opinion of the Trustees, or if an owner, occupier, or visitor contravenes, breaches, disobeys, and/or disregards the Rules, the Trustees may, without prejudice of the other rights or remedies available in terms of these Rules:
- (a) By 7 (seven) days' written notice inform the Owner of the nuisance or contravention and warn the Owner that if he/she, or the Occupier fails to remedy the contravention and/or if he/she or they persist with such conduct or contravention, a penalty will be imposed on the Owner; and
 - (b) If the Owner or the Occupier fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the Owner, which notice shall state the reasons for the imposition of the penalty; or
- 14.2** The penalty imposed under sub-rule 14.1 (b) or (c) above, shall become due on the date of the written notice and must be paid within 30 (thirty) days from the date 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 in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- 14.3** The Trustees shall from time to time determine the categories of contraventions and the amounts of the 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 Trustees at a general meeting.
- 14.4** A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 14.5** An Owner may within 7 (seven) days of the date of the written notice in terms of sub-rule 14.1 (b) or (c), submit an objection, with a motivation, against the penalty imposed, to the Trustees.
- 14.6** Upon receipt of the objection, the Trustees may:
- (a) Withdraw or reduce the penalty; or
 - (b) Schedule a Trustees' meeting for the purpose of considering the objection and invite the Owner to attend the meeting, and/or to be represented at the meeting.
- 14.7** At the Trustees' meeting referred to in sub-rule 14.6 (b) above, the Owner and/or his representative shall have the right to:
- (a) Present his case;
 - (b) Present any evidence, including the calling of witnesses, to substantiate his case;
 - (c) Cross-examine any person called as witness in support of the charge;
 - (d) Have access to documents produced in evidence; and
 - (e) Produce mitigating factors.
- 14.8** The failure of the Owner charged or his representative to attend the Trustees' meeting referred to in subrule 14.6 (b) shall not render the proceedings at the meeting void. Should the Owner or his representative not attend the Trustees' meeting without providing a reasonable request for postponement, the Trustees may, in their sole discretion, continue with the Trustees' meeting and consider the objection in the absence of the Owner.
- 14.9** Upon the conclusion of the Trustees' meeting, the Trustees shall deliberate the evidence and if so resolved, they may:
- (a) Uphold the penalty; or
 - (b) Withdraw or reduce the penalty.

- 14.10** Should the Owner not agree with the decision of the Trustees in terms of sub-rule 14.9 the Owner may request:
- (a) That the Trustees refer the matter to a general meeting of the members for their decision, and/or
 - (b) That the matter is resolved by way of alternative dispute resolution.

14.11 Fines and/or penalties may not be equal to or more than the applicable monthly levy of the owner of the unit concerned.

15. DISCLAIMER OF RESPONSIBILITY

15.1 The Body Corporate shall not be liable for any injury to person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the Estate regardless of the cause thereof nor shall the Body Corporate be responsible for any theft of property occurring on the Estate. Owners/ Occupiers hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the Body Corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

15.2 The Body Corporate and/or its agents shall not be liable to any owner/resident or any of the owner’s tenants, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any tenant for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Estate, regardless of the cause thereof.

15.3 Residents/Owners/Occupiers shall accept responsibility for and indemnify the Body Corporate and its employees, servants, and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in clauses 14.1 and 14.2 above.

16. EXCLUSIVE USE AREAS

16.1 The following areas, as per the attached layout plan, shall be provided to the owners of the Section as their exclusive use and enjoyment:

SECTION NO.	GARDEN	COURTYARD	PARKING
1001	G1001	CY1001	P1001
1002	G1002	CY1002	P1002
1003	G1003	CY1003	P1003
1004	G1004	CY1004	P1004
1005	G1005	CY1005	P1005
1006	G1006	CY1006	P1006
1007	G1007	CY1007	P1007
1008	G1008	CY1008	P1008
1009	G1009	CY1009	P1009
1010	G1010	CY1010	P1010
1011	G1011	CY1011	P1011
1012	G1012	CY1012	P1012
1013	G1013	CY1013	P1013
1014	G1014	CY1014	P1014
1015	G1015	CY1015	P1015
1016	G1016	CY1016	P1016
1017	G1017	CY 1017	P1017
1018	G1018	CY1018	P1018
1019	G1019	CY1019	P1019
1020	G1020	CY1020	P1020
1021	G1021	CY1021	P1021

1022	G1022	CY1022	P1022
1023	G1023	CY1023	P1023
1024	G1024	CY1024	P1024
1025	G1025	CY1025	P1025
1026	G1026	CY1026	P1026
1027	G1027	CY1027	P1027
1028	G1028	CY1028	P1028
1029	G1029	CY1029	P1029
1030	G1030	CY1030	P1030
1031	G1031	CY1031	P1031
1032	G1032	CY1032	P1032
1033	G1033	CY1033	P1033
1034	G1034	CY1034	P1034
1035	G1035	CY1035	P1035
1036	G1036	CY1036	P1036
1037	G1037	CY1037	P1037
1038	G1038	CY1038	P1038
1039	G1039	CY1039	P1039
1041	G1041	CY1041	P1041
1042	G1042	CY1042	P1042
1043	G1043	CY1043	P1043
1044	G1044	CY1044	P1044
1045	G1045	CY1045	P1045
1046	G1046	CY1046	P1046
1047	G1047	CY1047	P1047
1048	G1048	CY1048	P1048
1049	G1049	CY1049	P1049
1050	G1050	CY1050	P1050
1051	G1051	CY1051	P1051
1052	G1052	CY1052	P1052
1053	G1053	CY1053	P1053
1054	G1054	CY1054	P1054
1055	G1055	CY1055	P1055
1056	G1056	CY1056	P1056
1057	G1057	CY1057	P1057
1058	G1058	CY1058	P1058
1059	G1059	CY1059	P1059
1060	G1060	CY1060	P1060
1061	G1061	CY1061	P1061
1062	G1062	CY1062	P1062
1063	G1063	CY1063	P1063
1064	G1064	CY1064	P1064
1065	G1065	CY1065	P1065
1066	G1066	CY1066	P1066
1067	G1067	CY1067	P1067
1068	G1068	CY1068	P1068
1069	G1069	CY1069	P1069
1070	G1070	CY1070	P1070
1071	G1071	CY1071	P1071

1072	G1072	CY1072	P1072
1073	G1073	CY1073	P1073
1082	G1082	CY1082	P1082
1083	G1083	CY1083	P1083
1101	G1101	CY1101	P1101
1102	G1102	CY1102	P1102
1103	G1103	CY1103	P1103
1104	G1104	CY1104	P1104
1105			P1105
1106			P1106
1107			P1107
1108			P1108
1109			P1109
1110			P1110
1111			P1111
1112			P1112
1113			P1113
1114			P1114
1115			P1115
1116			P1116
1117			P1117
1118			P1118
1119			P1119
1120			P1120
1121			P1121
1122			P1122
1123			P1123
1124			P1124
1125			P1125
1126			P1126
1127			P1127
1128			P1128
1129			P1129
1130			P1130
1131			P1131
1132			P1132
1133			P1133
1134			P1134
1135			P1135
1136			P1136
1137			P1137
1138			P1138
1139			P1139
1140			P1140
1141			P1141
1142			P1142
1143			P1143
1144			P1144
1145			P1145

1146			P1146
1147			P1147
1148			P1148
1149			P1149
1150	G1150	CY1150	P1150
1151	G1151	CY1151	P1151
1152	G1152	CY1152	P1152
1153	G1153	CY1153	P1153

16.2 The owner of the section shall always and at their own expense, always keep their Exclusive Use Area and any improvements thereto in a state of good repair and maintenance.

17. REAL RIGHT OF EXTENSION OF SCHEME

The Developer reserves the right to extend the scheme as contemplated in Section 25(1) of the Sectional Titles Act, 1986, for a period of 4 (four) years.