

ANNEXURE "D"

ERF 942 Extension 84 Ravenswood Boksburg
(Section 35(2)(b) of the sectional title act, 1986)

UNIT NO: _____

**YELLOW WOOD on 10th BODY CORPORATE CONDUCT
RULES**

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(Section 35(2)(b) of the sectional title act, 1986)

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The unit owners/tenants signature below serves as proof of receipt, understanding of and full commitment to, compliance with hereto attached Body Corporate conduct Rules at all times.

DATE..... UNIT No OWNER RECEIPT OF CONDUCT RULES

OWNER / TENANT NAME..... SIGNATURE.....

OWNER / TENANT NAME..... SIGNATURE.....

OWNER / TENANT NAME..... SIGNATURE.....

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Binding Nature of the Body Corporate Rules

The provisions of these Conduct Rules and the duties of the owner in relation to the use and occupation of units and common property of YELLOW WOOD ON 10TH shall be binding on the owner of any unit and any lessee or other occupant of the unit, and it shall be the duty of the owner to ensure compliance with Conduct rules by his lessee or occupants including employee's, guests and any other member of his family and or contractors.

The “YELLOW WOOD ON 10TH” BODY CORPORATE to which is legally appointed in terms of the Sectional Titles act with the broad objectives of protection of the communal interest, rights, safety and welfare of the individual Members of the Body Corporate and occupants of Sectional title Units to be erected to be erected on Erven 942 ext. 84 Ravenswood Boksburg. The Body Corporate are the owners of Erf 942, the Guardhouse and road entrance to “YELLOW WOOD ON 10TH”

The Body Corporate acts on behalf of common property and the Body Corporate conduct rules pertaining thereto are to be fully complied with at all times.

1.0 Definitions

In these Conduct Rules, unless clearly inconsistent with or otherwise indicated by the context –

“**Body Corporate**” in relation to YELLOW WOOD ON 10TH and the land on which YELLOW WOOD ON 10TH is situated, means the body corporate of YELLOW WOOD ON 10TH referred to in section 36(1) of the Sectional Titles Act, No 95 of 1986;

“**Conduct Rules**” means the conduct rules set out in this document as formulated in terms of the Sectional Titles Act, No 95 of 1986;

“**Local Authority**” means the Ekurhuleni Metropolitan Municipality or such other authority having jurisdiction in respect of the Property for the time being and from time to time; and

“**Trustee**” includes and alternates Trustee and “Trustees” shall bear a corresponding meaning.

“**Managing Agent or Caretaker**” means the appointed Managing Agency and or appointed Manager/Chairman of the Body Corporate.

YELLOW WOOD ON 10TH BODY CORPORATE CONDUCT RULES

1.1 Interpretation

In these Conduct Rules, unless clearly inconsistent with or otherwise indicated by the context, any reference to the singular includes the plural and *visa versa*, any reference to natural persons includes legal persons and *visa versa* and reference to a gender includes the other genders.

Where appropriate, meanings ascribed to defined words and expressions in 1.0 shall impose substantive obligations on the Parties.

The clause headings in these Conduct Rules have been inserted for convenience only and shall not be taken into account in its interpretation.

Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meanings assigned to such words and expressions in that sub-clause.

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The use of the word “**including**” followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it and the *eiusdem generic* shall not be applied in the interpretation of such general wording and / or such specific example or examples.

The Conduct Rules must be read in conjunction with and shall not detract from the obligations imposed – by the Sectional Titles Act, No 95 of 1986 and unless it appears to the contrary, either expressly or by necessary implication, the words and expressions defined in the Sectional Titles Act, No 95 of 1986 shall bear the same meaning in these Conduct Rules. In the case of conflict between these Conduct Rules and the Management Rules, the Management Rules shall prevail.

The YELLOW WOOD ON 10TH Conduct Rules are required to be complied with at all times.

2. Access Control

A common entry/exit facility and guardhouse serve Yellow Wood on 10th complexes exists.

The gate system is programmed to allow one vehicle entry or exit, per cycle. Please note that at the traffic circle positioned in front of the complex entrances, the rule of the road must be applied, in that any vehicle approaching another vehicle from the right, must be given right of way. To minimise the security risk at YELLOW WOOD ON 10TH, it is the duty of the owners or tenants to inform Security Staff, of their arrangements with work-men, plumbers, electricians, painters, curtaining and / or other contractors who move around the property in the performance of work. Occupants/owners keys / access cards for doors at YELLOW WOOD ON 10TH are not the responsibility of security staff and therefore should not be provided to the aforesaid personnel for any reason what so ever. The Body Corporate will not assume any responsibility for any act of noncompliance and or loss relating thereto.

No freedom of access will be granted to any person and or company unless the Body Corporate is provided with the authority to provide access to the aforesaid by the owner and or tenant or the Body Corporate on a daily basis.

Please be advised that Body Corporate employees and or contractors are employed by the aforesaid to accomplish specific roles for which they and the Body Corporate, are accountable for. Under no circumstances are such staff, to be physically or verbally abused or instructed or requested to perform any job or favour, which does not form part of their job description, key result areas, or attempt to circumvent, the purpose for which their jobs, were created for. Respect and dignity needs to be afforded to such employees at all times. When such an employee's refuses to accept responsibilities for which they were not employed for, the employees answer needs to be respected. Any attempt by persons, to provide such employees with financial rewards for private jobs /favours during their period of duty, on site, is therefore strictly prohibited. **Security staffs are responsible for compliance and the maintenance of site security, investigating and reporting on such issues, and administration incidental thereto.**

Security Guards roles, **do not** include the following roles, on behalf of owners/tenants/visitors and or contractors, unless specifically instructed to do so on behalf of the body Corporate

Run errands, handle unit keys, pass on messages, accept parcels, look after children, go and see if someone is home, look after clients contractors or agents or agents clients, clients, sort out mechanical / electrical problems, deliver post or any other items, accept items for collection, call persons for gatehouse visitations, allow access without owner tenants being on site, act on behalf of contractors and or Estate Agents, or accept business cards or pamphlets or distribute the same or provide help to

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persons looking “no name persons” or addresses of persons in the complex, act as agents for providing jobs. Gate House visitations to employees or contractors, who work on site is prohibited. “A Drive through” to view the site, is prohibited.

The Right of admission is reserved. Any person posing as a nuisance and or threat of any nature on site will be removed.

Only accredited Body Corporate Estate agents will be permitted access to, and allowed to perform “Letting of Property” and “Property Sales” on site.

Furniture removal/delivery vehicle are permitted on the premises between 08h00 and 17h00 weekdays from 08h00 and 12h00 on Saturdays.

No unit owner in possession of a taxi is permitted to park on site. No taxis are permitted to enter or park on site.

3. Behaviour of Children and Visitors

- 3.1 Unit owners will be held liable if they or their tenants, visitors, guests, contractors, children or employees, cause damage or loss of any kind whatsoever, to YELLOW WOOD ON 10TH and or the property contained therein
- 3.2 Children are not allowed to play, ride bicycles, roller blade or use any other such devices in parking areas, driveways, walkways and passages.
- 3.3 Ball games, of any kind whatsoever, are only permitted in designated play areas.
- 3.4 Should the Body Corporate face any legal action or incur expenses or penalty as a result of misbehaviour and or negligence by any owner, tenant, visitor, child or guest ,contractor relating to the aforesaid, then the responsible owner / tenant will be held liable for any cost, loss or damage incurred by the Body Corporate and or Body Corporate member, incurring such damage.
- 3.5 Right of admission is reserved and action will be taken to remove any person posing as a nuisance on common property.
- 3.6 Guardians/ Parents need to monitor children play activities with regard to nuisance levels and dangerous play, especially, with the use of play facilities such as jungle gyms, swings. Trustees / Body Corporate will not accept any responsibility or liability with regard to use of common areas and any recreational activities. Any unsafe and or dangerous activities are prohibited and performed at owners/ tenants and or any other persons own risk.

4.0 Building: External appearance.

Owner or occupier of a unit shall not place or make modifications to any part of the common Property, including balconies, patios and gardens and or car ports. An owner or occupier of a unit shall not mark, paint, drive nails or otherwise damage, or alter any part of the common property. No items other than motor vehicles/cycles are to be parked in designated parking arrears. Caravan, boats, and any form of trailer storage on site are prohibited. Any form of refuse, belongings, toys, bicycles are not to be stored in common areas or car park areas under any circumstances and will be confiscated if such requirement is not complied with.

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4.1 Building: Damage, Maintenance Alterations or Additions to the Common Property

All contractors performing work on site are to be fully qualified in terms of requirements of National Legislation. All Electrical Contractors must be certified in terms of the Electrical Control Board of SA.

All work performed on site must meet Municipal / National legislated work standards at all times.

Residents are prohibited from exceeding the maximum light globe power (watts) specification specified by the light fitting, manufacturer.

Failure to comply with the aforesaid is a fire and safety hazard. Exceeding maximum specification is considered as “gross negligence” as the maximum permitted design and wattage specification for light fittings will then have been exceeded. Any warranties applicable thereto would become invalid.

YELLOW WOOD ON 10TH **maximum permitted wattage on light bulbs is as follows:**

**Bedroom 1, bedroom 2 & 3 plus lounge/diner (maximum 5 to 10 watt LED globes)
Bathrooms and outside lights are all (maximum 5 to 10 watt LED globes)**

4.2 Building- Owner's Failure to Maintain

If an owner fails to repair or maintain his unit in a state of good repair as required by the Sectional Title Act 95 of 1986 and in the event of such failure persisting for a period of thirty (30) days, after the receipt of a written notice to repair and maintain items specified in the warning, by the Trustees or the Managing agent on their behalf, then Body Corporate shall be entitled to remedy the owner's failure to act and to recover the reasonable cost thereof from such owner.

4.3 Building- Interior and Exterior decorations, Aerials/Satellite Dishes and security gates/burglar bars

The Trustees of the Body Corporate are to be advised in writing of any proposed alteration/ renovation to the inside of a unit and of prior to work commencing in respect of such alteration/renovation, subject to the following conditions:

Requests for consent to any minor alterations in terms of Rule 59 of the Sectional Title Act, 1986, shall be made in writing to the Trustees and shall be accompanied by plans and specifications in accordance with the local authority's submission requirements. All relevant information such as the dimensions, elevations and sections and location of the proposed alteration, addition or decoration must be clearly visible.

No structural alterations are permitted as specified by the ACT. No storage of any material will be permitted on common property as a result of or during such minor alterations/renovations.

Should there be any damage to any part of the common property, which was a direct or indirect result of such minor alterations/renovations; All costs required to make good the damage caused will be payable by the owner of the unit concerned.

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Any alteration/renovation shall be carried out at reasonable hours. For the purpose of this sub-rule 6.3 reasonable hours are Mondays to Fridays from 07.30 to 17.00 and shall not cause any undue disturbance to owners or occupiers of neighbouring sections. Such work is not permitted on Saturdays, Sundays and public holidays.

An owner or occupier (including “successor in title”) of a unit shall be obliged to maintain all alterations, additions and/ or decorations made by such owner/occupier to the exterior of such owner’s cost in a state of good repair and take all responsible steps to keep them in a clean, hygienic, neat and attractive condition.

Any application to the Trustees in writing, for internal additions or decoration to the exterior of a unit must include approved municipal approved plans from the necessary authority and or plans of decorations respectively, before any approval by the body corporate will be considered.

Should any alteration, addition or decoration obstruct any employee or contractor of the Body Corporate in performing any work on the common property or common services, the owner or occupier concerned shall be liable, for any additional costs incurred by the Body Corporate, in the performance of such work.

An owner or occupier of a unit shall not be entitled to interfere with electrical installations and plug points in such a unit, unless such work is undertaken by a properly licensed electrician.

Interior repairs and maintenance, including geysers and hot water systems, are the responsibility of the owner or occupier of the unit and neither the Trustees, nor the Managing Agents, nor any employee of the Body Corporate are to be requested to attend to such matters. The insurance excess payable in respect of a burst geyser must be borne by the owner of that unit in question.

In the event of a contractor damaging any part of the common property while doing his work, this damage will be inspected by the Trustees and/or managing agents and recorded in writing and signed by the owner or the contractor or the domestic staff member as well as the Trustees. Should it become apparent after completion of the work that the contractor or any other person employed by the owner concerned, is responsible for the damage that has been caused, then owner in question, owner shall be held responsible for the cost of repair of the said damage, by the Body Corporate.

An occupant of a unit shall keep and maintain sewerage pipes and drains free from obstruction and blockages and in a good state of repair.

Subject to the above rules, alterations, renovations, additions or decorative work to the exterior of the units, including radio/television aerials and satellite dishes, or to sole use areas, or to any portion of the common property, may not be made without the prior written consent of the Trustees and then only upon the terms and conditions contained in such consent, in writing which is binding and must be complied with.

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One common TV dish/aerial per block of units will be installed by the developer. No additional TV antennas are permitted.

WIFI connectivity to the internet will be available to home owners on site via optical fibre installation.

Main Telkom services to the complex of Yellow Wood on 10th will be installed by Telkom. Individual owners will have to individually personally make application to Telkom in the event of requiring a Telkom phone.

An owner or tenant authorised by the owner may install a locking device, safety gate, internal burglar bars or other safety device for the protection of such owner's unit, provided that the Trustees have first approved in writing the nature, design, colour and the manner of its installation thereof, in support of the aesthetic appearance of the complex.

The fitment of burglar bars is permitted on the inside of properties. Security gates are installed on both front and back doors. Any additional burglar bars must comply fully with existing developer's specifications. Trustee permission in writing must first be obtained for the aforesaid installation as per specification. On completion of installation and not later than 7days thereafter trustee inspection of design and installation must occur. Noncompliance of aforesaid installation and burglar bar and security gate specifications will result in the owner having to immediately remove the burglar bars from the unit and from site at the owners cost on written instruction from the Body Corporate.

5. Business, Auctions and Jumble Sales

Business or trade of any nature is prohibited within any unit or on the common property. Any form of illegal activities is expressly forbidden.

Auctions or jumble sales are prohibited on the common property with the exception of property auction which can only be actioned under the authority and direction of the Body Corporate in accordance with strict security measures.

Hawkers are prohibited from operating on YELLOW WOOD ON 10TH property.

No hawkers or food trading and or estate agency advertising is permitted in the public road feeding into the complex security entrance exist /entrance.

6. Domestic and Private Staff

An owner or resident/lessee of a unit shall be responsible for the activities and conduct of his private employees, specifically and especially domestic workers and shall ensure that such employees understand and do not breach the Sectional Title Act 95 of 1986, the rules, national or provincial legislation or local authority by-laws, which may affect the complex. No owner / lessee /contractor will give authorisation to **foreign workers** to enter site.

Domestic workers and garden service and or any form of employee/contractor are not permitted to **loiter** or cause undue nuisance within the confines of individual units or on the common property within YELLOW WOOD ON 10TH.

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Owner's and/or occupiers of the units are to ensure that their employees adhere strictly permitted hours of work 07h30 to 17h00

Staff members or employees of YELLOW WOOD ON 10TH must at all times be in possession of an **identification card** issued by the security services at YELLOW WOOD ON 10TH, to be produced for access to site and or for identification purposes when on site.

Owners / tenants wishing to employ individuals and or contractors, will perform this function offsite and not in the public road leading to the complex entrance

7. Firearms and fireworks

No firearms or fireworks may be used on the common property of YELLOW WOOD ON 10TH.

8. Fire Extinguishers/Hydrant Connections

The fire hydrant connections in YELLOW WOOD ON 10TH are not to be tampered with for any reason. Parents are to instruct and control their children accordingly. If any person is found disobeying these rules, such person will be responsible for payment of the costs, of any repairs that may be required.

The **use of fire hoses** for any purpose other than **extinguishing of fires** is forbidden. The penalty for the abuse of the aforesaid facility will result in a fine of R500.00 being issued

9. Gardening

No plants or flowers are permitted to be removed, picked and or tampered with in any way in the garden areas on the common property other than by authorised gardening staff under instruction from the Body Corporate. The natural areas of fauna and flora shall not be destroyed, removed or damaged in any way.

During the watering of gardens, all local authority rules or special regulations regarding water restrictions are to be adhered to. The Trustees or the managing agents will not be liable for any fines imposed by the local authority and in turn, any owner not complying with these regulations will be fined accordingly.

Residents watering plants on the balconies are to ensure that no excessive, over watering occurs, that no damage as a result thereof and that no nuisance to adjoining neighbours is created.

The removal of any tree(s) from any garden area at YELLOW WOOD ON 10TH may only be performed, with the prior written approval of the Trustees, which approval shall not be unreasonably be withheld.

10. Laundry

No washing, carpets or shoes are to be **visible** on the **balconies**. Failure by owners who do not comply with such requirements will be fined. Under no circumstances must any washing be seen from the entrance gate, roadway and during access to YELLOW WOOD ON 10TH.

No washing lines are to be attached on the **patios**. All washing is to hung out for drying in designated areas or on a “clothes horse” within units.

Any washing “hung out” to dry is at the sole risk of the owner/tenant.

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11. Letting and Selling of Units

Only registered accredited Body Corporate Estate agents committed to the common good of Yellow Wood on 10th and its residents will be permitted access to, and permitted to perform "Letting of Property" and "Property Sales" on site. Estate Agents (sales or letting) are to familiarise themselves with conduct rules – no excuses will be accepted – no circumvention of rules will be permitted. Agent misrepresentation of the complexes requirements and standards/rules/facilities leading non-compliance of Conduct Rules creating unfounded lessee aspirations will be severely dealt with.

It is in the interests of the complex, for Trustees to limited number of Estate Agencies or Letting Agents, in providing an Estate Agency Service to residents, within the complex. It is therefore essential that Estate agencies wishing to provide such a service within the complex make prior application for accreditation and achieve acceptance prior to performing such a service. The Trustees also reserve the right to immediate cancellation of such accreditation should the need so arise. Under no circumstances are potential tenants and buyers permitted entry to site, without being accompanied by an accredited appointed agent. Agents are to have a thorough understanding of YELLOW WOOD ON 10TH Body Corporate Rules.

All tenants of units or other persons granted the right of occupancy by an owner of the unit are obliged to comply with the Conduct Rules, notwithstanding any provision to the contrary contained in any lease agreement or any grant of rights of occupancy. Any apparent grant of rights which do not comply with Body corporate rules and requirements will be deemed to have no "cause and effect" and will reduced to being "null and void" for the purpose of lease agreement and any presumed lessee/lessor rights relating thereto. Properties are only to be rented out to holders of South African ID documents. All Lease agreements are to contain the clause "Any form of criminal activity by a tenant is considered as breach of contract and as a result thereof, the contract of lease will be immediately cancelled and such tenant and or tenants will be asked to vacate, the premises and will not be permitted further access to site. The aforesaid rule will supersede any contract of lease, where the above said required clause is not reflected in a contract of lease. All drug related incidents involving any person on site are to be reported immediately to the SAP by the Body Corporate for full investigation.

Unit owners will not be permitted to rent out there properties, unless levy payments are fully paid up or have entered into an acknowledgement of debt contract, with the Body Corporate. All levies due, during rental periods are to be paid directly to Managing Agents by Letting Agents on behalf of the property owners in the interests of the Body Corporate. That the, aforesaid, appears within the rental agreement.

Unit owners are to ensure that lessee's, comply fully with regulations pertaining to furniture removal/delivery vehicles and that the permitted days and times permitted, are adhered to.

The owner of a unit shall be obliged to provide the tenant with a copy of the Conduct Rules prior to concluding a lease agreement with the lessor. Such conduct rules are to be explained in detail by the owner to the lessee. The lessee must, be in a position of clear understanding of Conduct Rules and reflect total commitment to compliance thereof, by signing each page of the said conduct rules. **Both the owner and the lessee's will retain a copy of such signed rules in their possession, as proof, of the above requirement, having been met.** In this instance lessee signatories attached to body corporate Rules will in addition to the aforesaid will require such lessee's to have fully explained and gained understanding of all siblings, friends, staff, employees, relations and or contractors, prior to arrival on site. In the event of transgressions of aforesaid Conduct Rules by lessee's and in the event of lessee's making statement that such conduct rules were never made available, or explained in detail to said lessee's and in the event of owner not immediately providing written proof to the Body corporate of compliance with the aforesaid, then the owner will be liable to pay a fine of R500.00 to the Body Corporate .Such written proof

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requires the presentation of Conduct Rules signed by the lessee's in question to the Body Corporate within 24hrs, of the any lessee incident of Conduct Rule noncompliance Should on presentation of aforesaid proof by the lessee and in the event that a transgression, of said Conduct Rules by the lessee requires imposition of a fine, then the said fine will be charged to the owners account. The Body Corporate will under no circumstances get involved in lessee/lessor disputes. The lack of knowledge of Conduct Rules being the cause of noncompliance thereof will not be accepted. For the achievement of security and administration objectives, the owner of a unit, the agents managing the lease or the prospective tenant shall be obliged to notify the Trustees/Managing Agents in writing 14 days prior to of the date of conclusion of new lease, inclusive the unit description and full names of each the tenant's and of the period of the lease.

Similarly, an owner shall notify the Trustees and Managing agents in writing of the full names of any person granted rights of occupancy, before occupancy takes place.

The above applies to sales agents in terms of issue, explanation of conduct rules to buyers and acceptance by buyers of such rules, documented and signed for under conditions of sale, in the sale agreement.

12. Littering

An owner or occupant of a unit shall not deposit, throw or allow any rubbish, including excrement, dirt (building rubble), cigarette butts, food scraps or any other form of litter to be found on the common property.

13. Loss or Damage

The Body Corporate/ Managing Agents/ Trustees and Body Corporate staff shall not be liable for any injury or loss or damage of any description which an owner or occupier of a unit or any member of his family, or his staff, or friend, acquaintance, visitor or guest may sustain physically, or to his or their property, directly or indirectly, in or about the common property or in the individual units by reason of any defect in the common property, its amenities or in the individual units, or for any act performed or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.

The Body Corporate or its agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt, and the delivery or non-delivery of goods, postal matter or any other property.

No items are to be left with the security.

14. Motor Vehicles, use of Driveways and Parking Areas

A speed limit of 30 km/h shall be observed on the common property driveways.

No taxis are permitted to park anywhere within the complex and must be kept offsite.

No vehicles / items other than motor vehicles/cycles are to be parked in designated parking areas. Caravan, boats, and any form of trailer storage on site are prohibited.

Vehicles may not be driven within the common property **in a reckless manner** that creates a nuisance or is considered by the Body Corporate, not to be in the interest of safety.

Hooters shall not be sounded within the common property other than in absolute emergencies. Owners are to instruct their visitors accordingly and ensure they conform to these Conduct Rules.

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Vehicles may be parked only on such areas of the common property as are specifically indicated, or approved by the Body Corporate for that purpose and in such a way that the flow of traffic and access and exit from parking bays is not obstructed. Should a vehicle be parked in a manner that causes obstruction, then vehicle may be towed away and impounded at the expense of the owner of the vehicle.

NO vehicle may park where there is a **“No Parking” sign** or where **yellow lines** have been painted restricting such parking. Any vehicle seen parking in these zones will be towed away at the expense of the owner of the vehicle.

A vehicle may not occupy the adjacent parking bay to it unless the use of such adjacent bay has been allocated to the occupant. **No more than two resident’s motor vehicles are permitted to park on site per unit.**

A resident may not use the parking area for anything other than parking a motor vehicle. **No dumping of building rubble or storage** of any goods will be allowed.

No unlicensed, non-roadworthy motorised vehicles of any sort are to be driven on common property inclusive of motorcycles and **quad bikes**.

No horse and trailer vehicles are allowed on site. **No taxis** are permitted into the access road to the complex. Taxi drop off and collections points are to be actioned from 10th Avenue. Any contracting employee / worker / resident using a taxi which drives into the access road or any owner guilty of the aforesaid offence will be fined via the property owner statement of account. Please be advised that when municipal planning was performed by council and road Traffic Engineers, performing road design, taxi traffic was not included in the determination of, “stacking practice” in the access road leading off 10th avenue servicing the four sectional title complexes. Any taxi traffic in the access road Street “is therefore an illegal act” and not in the interests of the complex owners and will create unacceptable traffic congestion. Damaged vehicles, vehicles that are not in general use, vehicles that drip oil or brake fluid onto the common property or that are not roadworthy may not be parked on the common property. The owners of motor vehicles that create oil spillage will be banned from site by the Body Corporate. Oil spillages are expected to be immediately removed totally and effectively by the responsible party failing which the Body Corporate reserves the right to employ contractors, at the unit owners cost, to return the oil contaminated area to its original status. Failure to comply with the above may result in owners of motor vehicles that drip oil, being banned from site by the Body Corporate.

No trucks, caravans, trailers, boats, articulated vehicles or other heavy vehicles may be parked on any portion of the common property or are permitted access to YELLOW WOOD ON 10TH.

The Trustees may instruct contractors to remove any vehicles parked, standing or abandoned on the common property in contravention of Conduct Rules, at the risk and expense of the owner.

No owner or person may not dismantle or effect major repairs to any vehicles on any portion of the common property.

Car alarms that are triggered must be attended to immediately. Should the owner of the vehicle be absent from YELLOW WOOD ON 10th, and the vehicle alarm causes a disturbance/nuisance to the residents of YELLOW WOOD ON 10th, the Trustees will be entitled to have the vehicle opened at the owners own risk and cost to disarm the alarm.

Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle and that no liability shall be attached to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature, which the owner, or any person claiming to be such, may suffer.

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Visitors are to park in the demarcated visitor's parking bays set aside for this purpose at YELLOW WOOD ON 10th

Unauthorised visitors vehicles found parking in a residents parking and residents vehicles found parking in visitors parking, may be "wheel-clamped". Payment of R500.00 will be required to be made to the Body Corporate for removal thereof.

Residents are not permitted to park in visitors parking

No articulated vehicles are permitted on site.

No more than 2 motor vehicles per unit are permitted to park in the in the designated YELLOW WOOD ON 10TH site except in the "SOLE UTILIZATION AREAS" being the only two covered parking spaces, designated to each specific unit. The parking area is not a parking garage for other temporary or permanent parking, by any person other than the aforesaid.

Any contravention hereof will result of a fine of R1000.00 being immediately issued without any initial warning.

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(Section 35(2)(b) of the sectional title act,1986)

YELLOW WOOD ON 10TH-PARKING ALLOCATION

VISITORS PARKING - Parking marked "V" is permitted for visitors parking.

UNIT No	First Covered Parking No	Second Covered parking No	UNIT No	First Covered Parking No	Second Covered parking No
1	1A	1B	63	63A	63B
2	2A	2B	64	64A	64B
3	3A	3B	65	65A	65B
4	4A	4B	66	66A	66B
5	5A	5B	67	67A	67B
6	6A	6B	68	68A	68B
7	7A	7B	69	69A	69B
8	8A	8B	70	70A	70B
9	9A	9B	71	71A	71B
10	10A	10B	72	72A	72B
11	11A	11B	73	73A	73B
12	12A	12B	74	74A	74B
13	13A	13B	75	75A	75B
14	14A	14B	76	76A	76B
15	15A	15B	77	77A	77B
16	16A	16B	78	78A	78B
17	17A	17B	79	79A	79B
18	18A	18B	80	80A	80B
19	19A	19B	81	81A	81B
20	20A	20B	82	82A	82B
21	21A	21B	83	83A	83B
22	22A	22B	84	84A	84B
23	23A	23B	85	85A	85B
24	24A	24B	86	86A	86B
25	25A	25B	87	87A	87B
26	26A	26B	88	88A	88B
27	27A	27B	89	89A	89B
28	28A	28B	90	90A	90B
29	29A	29B	91	91A	91B
30	30A	30B	92	92A	92B
31	31A	31B	93	93A	93B
32	32A	32B	94	94A	94B
33	33A	33B	95	95A	95B
34	34A	34B	96	96A	96B
35	35A	35B	97	97A	97B
36	36A	36B	98	98A	98B
37	37A	37B	99	99A	99B

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38	38A	38B	100	100A	100B
39	39A	39B	101	101A	101B
40	40A	40B	102	102A	102B
41	41A	41B	103	103A	103B
42	42A	42B	104	104A	104B
43	43A	43B	105	105A	105B
44	44A	44B	106	106A	106B
45	45A	45B	107	107A	107B
46	46A	46B	108	108A	108B
47	47A	47B	109	109A	109B
48	48A	48A	110	110A	110B
49	49A	49B	111	111A	111B
50	50A	50B	112	112A	112B
51	51A	51B	113	113A	113B
52	52A	52B	114	114A	114B
53	53A	53B	115	115A	115B
54	54A	54B	116	116A	116B
55	55A	55B	117	117A	117B
56	56A	56B	118	118A	118B
57	57A	57B	119	119A	119B
58	58A	58B	120	120A	120B
59	59A	59B	121	121A	121B
60	60A	60B	122	122A	122B
61	61A	61B	123	123A	123B
62	62A	62B	124	124A	124B

The roads existing within the Yellow Wood on 10th are owned by the Body Corporate

15. Noise/nuisance

An owner or occupier of a unit shall ensure that his contractors, employees, visitors and guests do not **excessive noise/sound and or nuisance within units and common property.**

Excessive noise is defined as the “level of noise and or sound” which creates a source of disturbance, irritation, annoyance, distraction and defined as a nuisance which prevents a person from conducting their chosen lifestyle in peace. Any Excessive undue noise, which is not immediately reduced, on request from fellow residents or resident which is deemed to be excessive will be reported to the South African Police Services as “disturbance of the peace”.

All noisy work and especially construction, is limited to weekdays between 8.00 and 17.00 with no noisy work to be undertaken on Saturdays, Sundays or Public Holidays. Under no circumstances is noise creation of any nature allowed on Sundays or Public Holidays and this includes any knocking of nails and drilling, so as not to disturb neighbours.

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All noise levels are to be kept to a minimum with extra attention from 13.00 to 16.00 on weekdays and no excess noise after 22.00 during weekdays and weekends.

No owners or occupants of a unit shall perform or allow or permit any act, which may cause or tend to cause a nuisance to any other owner or occupant of the building including the playing of musical instruments, radios, compact disc players and television sets, singing or playing of drums.

Social functions are to be limited to a limited number of persons to ensure excessive noise and nuisance value is not created, to the detriment of fellow residents. Owners arranging a get together / party must notify the Trustees in writing and adhere to the rules agreed to.

Residents, staff/ employees must make every effort to perform their duties quietly and avoid vocal disturbances on the common property, including the stairs. Running up and down stairs is forbidden

Parents / guardians must monitor noise levels & play activities of children visiting the open play areas.

16.0 PETS:

No pets are permitted inclusive of dogs, cats, snakes, birds, monkeys, rodents and or fish.

The feeding of birds and stray animals on the premises and common property is forbidden.

Slaughtering of animals on site is not permitted under any circumstances. The fine for non-compliance thereof is R1000.00

17. PESTS: ERADICATION OF PESTS

An owner shall keep his unit free from white ants, cockroaches, borer and other wood destroying insects this end shall permit the Trustees, the managing agents and its duly authorised agents or employees, to enter his unit from time to time in the presence of the owner or tenant for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate such pests. The costs of inspection or eradication of any pests as may be found within the unit, replacement of any woodwork or other material part of such units, which may be damaged by any such pests, shall be borne by owner of the unit concerned.

The owner of a unit experiencing problems with any of the abovementioned pests should ensure that they notify the Trustees of the specific infestation inclusive of the day on which the fumigation will take place. It is also the owner's responsibility to ensure he/she obtains a certificate for work undertaken, as this may be requested by the Trustees or new owner upon sale of the unit.

18. PLUMBING

Any plumbing issues, within units is the sole responsibility of the owner, e.g. leaking taps, wash basin and toilet seats.

External plumbing and or sewerage lines are the responsibility of the body Corporate.

In accordance with the sectional Titles Act of 1986, the repair and maintenance of geysers or any other hot water system is the sole responsibility of the registered owner of the unit. Should any problems occur, then the owner concerned must ensure that the Trustees are notified timeously of any repair or maintenance work that is to take place.

The Trustees must be notified of any leaks or problems in the common property area, particularly if an owner notices anything along the water or municipal lines.

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19. REFUSE DISPOSAL

An owner or occupier of a section shall: -

Maintain a hygienic receptacle for refuse within each unit and ensure that before refuse is placed in such a receptacle it is securely wrapped or in the case of tins or other containers, completely drained. Glass must be safely wrapped in newspaper before being disposed of.

All refuse is to be placed inside refuse bags, which are securely tied. **Any cardboard boxes or other large items are to be broken down and then placed in the external dustbins.** The municipality do not pick up cardboard boxes unless contained in bins.

The municipality only removes domestic rubbish stored in municipal dustbins at the designated dustbin storage site. Residents are thus requested to ensure that any refuse other than standard domestic refuse is disposed of personally at the rubbish dump by their own means.

All municipal "YELLOW WOOD ON 10TH" refuse dustbins are to remain in the designated dustbin storage area. The storage of rubbish outside of residential units is not permissible under any circumstances and therefore has to be immediately transferred to the municipal dustbins, within the designated storage area. Refuse may under no circumstances be left outside residential units in any form or positioned outside of municipal dustbins.

If despite the aforementioned Rule an owner or occupier deposits any rubble on common property the Trustees are authorized, without further notice to the owner or occupier, to remove of such refuse or rubble at the cost of the guilty party.

20. SIGNS AND NOTICES

No owner or occupier of a unit shall place or permit to be placed, any sign, notice, billboard or advertisement **of any kind**, on or at the unit, or on or about the common property and the pavement without the consent of the Trustees.

Any owner selling his unit is to notify the Trustees accordingly and of any pending sale show-days that are planned. An owner is obliged to ensure that he/she instructs his/her Estate Agent to comply fully with the Conduct Rules. It is in the interests of the complex for Trustees to limited number of Estate Agencies

or Letting Agents, in providing an Estate Agency Service to residents, within the complex. It is therefore essential that Estate agencies wishing to provide such a service within the complex are make prior application for accreditation and achieve acceptance prior to performing such service. The Trustees also reserve the right to immediate cancellation of such accreditation should the need so arise.

No "for sale" or "to let" boards are permitted on site or in access road to the complex. No Estate Agent may put up notice boards, signs or any other advertisement, without the consent of the Trustees. Failure to do so will result in the boards being removed, with the cost thereof being paid by the owner. The Trustees reserve the right to cancel agent accreditation as a result non-compliance with the rules. No notices other advertisement material is to be placed under the doors or handed to security staff.

ANNEXURE "D"

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21. STORAGE OF FLAMMABLE MATERIAL

An owner or occupier **shall not store** any flammable materials/ liquids/ solids, or permit or allow any dangerous acts relating thereto, to be performed in the building or on the common property, which may have the potential to increase insurance risk, which may result in the increase of insurance premiums payable by the Body Corporate and or by individual owners, inclusive of the endangering the lives and property of owners and residents. Gas bottle must be stored in the gas bottle cage under lock and key at all times.

Confirmation of any unsafe and or illegal act being performed by any persons may be reported to the local authority with the liability and penalty relating thereto, will be borne by the responsible party.

22. AVAILABILITY OF KEYS TO THE BUILDING/REMOTES/SECURITYCARDS

No "remote control" providing access to YELLOW WOOD ON 10TH and/or key(s) to YELLOW WOOD ON 10TH or any unit therein are to be given to any person other than persons having the right to occupy in the said unit.

Body Corporate Security will issue pin numbers and or security cards on instruction of the YELLOW WOOD ON 10TH Body Corporate.

23. OVERCROWDING

In compliance with the Health and Safety Act **not more than (5) persons at any one time in a 3 bedroom unit.**

"Overcrowding" is the term used for exceeding the legally permitted number of persons residing in a two bedroom sectional title unit. "Overcrowding" is expressly prohibited. No reasons for "overcrowding" will be not considered or permitted as it is against the law.

No owner, potential tenant and or buyer will circumvent such requirements In the event of "overcrowding", then the owner and or buyer must accept that they are acting illegally, with the full knowledge that the owner of the unit in question, will be responsible for any cost required, for correction thereof by the Body Corporate.

An Estate Agency acting as a rental and or selling/buying agent who fails to comply with the law in this instance, will be deemed to be acting unprofessionally and "only , in their own interests" and not in the interests of the Body Corporate or the tenant or the buyer as the case may be. The Agency will sacrifice accreditation and will be restricted from performing business at YELLOW WOOD ON 10TH. The agent must ensure that the legal requirement of "overcrowding" is clearly presented and understood to buyer/client.

A fine of R500 per day will be imposed, on the owner, for "overcrowding" by the Body Corporate.

ANNEXURE “D”

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24. LEVY PAYMENTS AND ACCOUNTABILITY

Levies are due by unit owners and payable to Managing Agents on the first day of every month. Interest will be charged on arrear accounts after the 7th (seventh) day of every month at a rate determined by the Trustees. A market related rate for debt collection will apply. **Unpaid levies in excess of 30days, grossly affects the financial wellbeing of the Body Corporate and its paying residents, and is considered as a serious offence.** The Body Corporate is not a registered credit provider or bank and is therefore is prohibited from acting as such. **The Trustees shall have a right to proceed with any right the Body Corporate may have in law, for the recovery of any amount due, at cost to the arrears unit owner. The non-payment of levies is expressly prohibited and will be severely dealt with. No credit will be considered or accepted in terms of levy payments by the Body Corporate.**

The developer will not be liable for levy payments prior to conclusion of sale. Each unit owner is a member of the “YELLOW WOOD ON 10TH” Body Corporate.

Unit ownership provides each owner with a single voting right for each unit owned. Owners who are in arrears in their levy payments forgo their right to vote at general meetings but retain their rights to vote at special meetings.

25. Functions

Permission to host a function at YELLOW WOOD ON 10TH must be obtained from the Trustees, before the event takes place. Application forms can be obtained from the complex guardhouse at YELLOW WOOD ON 10 th and on completion, handed to security. Application forms must be submitted at least 7days days in advance of requested function date. If permission is given, it will be recorded. A R500.00 refundable deposit is required. The area used for the function is to be free of any waste and or debris caused as a result of such the function being held. Inspection will occur within 2hrs of conclusion of the function and providing the function area has been cleaned and returned to its original status the deposit will be refunded. The deposit will not be refunded if the area is not cleaned within 2hrs of the function. The Body Corporate reserves the right to reject such application dependant on the merits of such application Cancellation of the function applications to residents as a result of complex and member abuse may become the order of the day if the aforesaid occurs. Any of any social event will be limited due to the design limitations of the complex and the essential due consideration of fellow members of the complex.

Applicants must be residents and unit owners of YELLOW WOOD ON 10TH.

26. THE IMPOSITION OF FINES BY THE TRUSTEES UNDER CERTAIN CIRCUMSTANCES

The aim of imposing fines for “rule noncompliance” must not be seen as punitive, but as a deterrent to noncompliance of rules. The maintenance of required standards is, in the common interests, of all members of the Body Corporate and critical to good corporate governance.

The Trustees representing the Body Corporate reserve the right to fine an owner for abuse and or non-compliance, should the owner or the tenant, act in contravention of said Conduct Rules.

A fine will be imposed after a first written warning has been issued to the owner in question, for contravention of Conduct Rules. (Such a warning may be in respect of the owners tenant’s contravention of the rules)

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Failure to comply with any already contravened rule, within the time period specified in the written warning, will result in a fine being imposed, the extent of fine will be determined at the discretion of the Trustees.

Please be aware that contravention of rules and the drawing up of a “written warning” applicable thereto, creates an additional workload for the administrator. A cost for the issue of warning letters may be allocated to the owners account.

27. INDEMNITY OF BODY CORPORATE

The Body Corporate of YELLOW WOOD ON 10TH, its duly elected Trustees and Employees (including the Managing Agent) shall not be liable to any owner, occupant, contractors or visitors to the complex for any injury or damage of any nature, whatsoever, which he or any other persons may incur or sustain on common property or in any section thereof.

28. DEVELOPER CONSTRUCTION AND MARKETING

The developer reserves the right to continue to market all sectional title units incorporated in Ravenswood on 10th, on a continuous basis, until all the said units are sold and transfers have been effected. The developers appointed marketing agents are the permitted free access to site, inclusive of the effective positioning of the site marketing office, on site/roads deemed suitable to conduct effective complex sales. No restriction will be placed on the developer in **meeting and achieving the aforesaid inclusive of on necessary effective marketing techniques.**

Please note that the Developers will reserve the right to complete construction unhindered until the developers considers all development work to have been successfully completed on the development at “YELLOW WOOD ON 10TH” inclusive of remaining complexes to be built. The developer therefore reserves the right to reasonable circumvention of any of the Body Corporate Conduct Rules which would normally apply to persons, tenants, visitors, owners or companies, agents or employees and contractors in the interests of the successful conclusion of the said development. Such circumvention will not unreasonably jeopardise safety / security standards within the said developments or that of its residents or tenants.

All persons except for the persons authorised by the Development Company, are expressly prohibited entry to building sites. Compliance with any health and safety standards required during construction is a necessity.

29. UNACCEPTABLE STORAGE/POSITIONING/PLACEMENT OF ITEMS IN COMMON AREAS

Owners instructed to remove items unacceptably positioned or stored in common areas in writing from the Body corporate will comply fully with request failing which the Body Corporate reserves the right to remove and dispose of such items at the local refuse dump or sell such items to defray expenses.

30. DEFECATION AND ALCOHOL ABUSE

The practice of a person urinating or of relieving themselves in any way, whatsoever, on common property is strictly prohibited. The drinking of alcohol on common property is strictly prohibited including in the car park and landings or stairs.

The body corporate may impose heavy fines in this regard.