



352 Furrow road, Equestria.

BODY CORPORATE CONDUCT RULES

Rules established for the Body Corporate of Weeping Willow, in terms of Section 35 of the Sectional Title Act No. 95 of 1986, hereinafter referred to as "the Act". These rules are effective immediately.

WEeping WILLOW BODY CORPORATE CONDUCT RULES

Annexure A: Conduct rules enforcement measures

Annexure B: Exclusive use areas

Annexure C: Gutters aesthetic appearance

PRELIMINARY

The purpose of these House Rules is to permit the residents of Weeping Willow to have full enjoyment of their sections and of the common property, as defined and dealt with in the Act, without interfering with the rights of other residents, and to contribute towards the efficient management of the complex.

These rules are enforceable by law and must be observed by all residents and visitors.

All the rules shall apply *ipso facto* to all residents (owners/tenants and all persons who have obtained right of occupancy of a section in whatever manner) and visitors, and no agreement with above persons that is contrary to this stipulation shall be binding.

These rules may only be added to, amended or repealed by a Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the addition, amendment or revocation has been registered in the Deeds Office in terms of section 35 (5) of the Sectional Titles Act hereinafter referred to as the "Act".

In terms of Section 39 of the Act, all functions and duties of the Body Corporate are performed by the Trustees subject to any restriction imposed or directions given at a General Meeting of owners of sections.

The reference to Body Corporate / Trustees in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instructions of the Board of Trustees.

In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate on sub-committees to assist them.

TERMS

Common Property. All areas outside the section and its adjoining garage (measured from the median line of the section) are regarded as common ground including those areas that are defined by walls, as exclusive use areas surrounding the section.

Exclusive use Areas. All areas inside the walled areas surrounding each section, are for the sole use and enjoyment of the owner or tenant of the section thereto attached. These areas remain common ground and the House Rules will apply equally to these areas as to the Common Property.

Managing Agent. The Managing Agent is a person or company appointed by the Body Corporate to manage that property. The Managing Agent contracts with the Body Corporate to manage the property in accordance with the terms of the lease and statutory requirements.

Owner. Legal entity having a Weeping Willow unit registered in his/her/its name.

Private Worker. Any worker employed by a resident such as domestic workers, garden workers, nannies, baby sitters etc.

Resident. Persons who have obtained right of occupancy of a section in whatever manner.

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COMMUNICATION

Any complaints arising out of the application or lack of observance of the House Rules must be directed to the Trustees of the Body Corporate, in writing, through the Managing Agent. Full details (time, date, names, and nature of complaint) are to be supplied.

NON-COMPLIANCE WITH THE CONDUCT RULES

The Conduct Rules Enforcement Measures are contained in Annexure A.

Except for any limitations imposed at the General Meeting, the Body Corporate through its elected Trustees, will be responsible to enforce the rules of conduct.

The Body Corporate and its elected Trustees must at all times be consistent and unbiased when enforcing the rules.

RULES

The Weeping Willow Conduct Rules are to be understood as additional measures to the Constitutional, National, Provincial and Municipal laws and penalties that are already in place and obviously fully enforceable within Weeping Willow.

1. Change of Ownership and / or Residency

- a. It is the duty of the Owners to notify the Trustees, through the Managing Agent, forthwith of any change of ownership in his / her section and of any mortgage or other dealing in connection with his / her section as specified in Section 44 (1) (f) of the Act.
- b. All Owners selling their units, must subject the exclusive use area of their Section to an inspection by the Trustees. This measure is unfortunately necessary due to the high number of units being sold with damage or illegal additions and / or alterations, leaving the Body Corporate or new owners to foot the bill for reparations.
- c. It is the Owner's responsibility to provide the Trustees, through the Managing Agent, with the details of their Tenant as well as the details of the Letting agent. The Owner is furthermore responsible for ensuring that said Letting Agent and / or Tenant is furnished with a copy of the House Rules.
- d. Owners wishing to sell their units must notify Estate Agents and or new Owners of the House Rules.

2. General

- a. The communal property of the complex Weeping Willow shall jointly belong to all the owners of units in the said complex and it is the duty of each owner/resident to protect any part of the communal property as if it were their own private property.
- b. Residents are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of, understand and conform to these Rules. Repeated non-compliance of said visitor or representative of the owner/tenant, will result in those persons(s) being denied admission onto the property.

3. Levy Payments.

- a. Punctual payment of levies is crucial for the efficient running of Weeping Willow. Levies must be paid monthly, in advance (within 7 days of the 1st day of the month).
- b. Non-payment of levy will be dealt by:
 - i. A first reminder by the Body Corporate in writing, followed by;
 - ii. A second reminder by the Body Corporate in writing (an admin fee as determined by the Weeping Willow managing agent will be levied on this reminder) cost of which will be borne by the said owner, followed by;
 - iii. Referring the matter to external entities.
- c. Arrear account will attract interest.

4. Living arrangements

- a. A maximum of 4 people only, may reside permanently in any one 2-bedroomed unit at any one time and a maximum of 6 people in a 3-bedroomed unit at any one time.
- b. No people are allowed to stay or sleep in the garages.
- c. No authorisation will be granted, whatsoever, for the conversion of a garage into sleeping quarters or offices.
- d. No portion of any unit may be used other than for the purpose it was intended or designed for.

5. Moving

- a. In order to prevent large scale of theft, owners must inform the Trustees, through the Managing Agent, 7 days prior to moving in or out of Weeping Willow.
- b. Any moving vehicles are subject to all provisions in Rule 8.
- c. When moving in or out please ensure that the driver of the removal van does not enter the motor gate without supervision, to avoid damaging the gate. Owners are responsible for any damage to property during moving. All breakages must immediately be reported to the Trustees, through the Managing Agent.

6. Alterations and Additions, Damage and Maintenance

- a. Any reparation required to any portion of any property resulting from the actions or negligence of a resident of a section, his / her visitors, employees or contractors will be the responsibility of the Owner of the particular section to repair.
- b. Alterations and Additions
 - i. No alteration may be made to the exterior of the unit as well as the common areas, without the written consent of the Trustees. Should council approval

be required for the alteration, applicants must approach the Trustees for approval in principal before approaching council. After council approval was obtained, certified copies of proof, as well as copies of any plans, will have to be submitted to the Trustees.

- ii. Aesthetically Appearance with regards to gutters can be found in Annexure C.
 - iii. The Trustees may as a last resort revoke approval for any alterations or additions regardless the stage of completion in the following cases:
 - (1) The alteration or addition significantly deviates from the proposal presented to the Trustees.
 - (2) The project time scales are not adhered to, prolonging the disturbance to and security of other residents.
 - (3) The alteration or addition is not being maintained.
 - iv. No Thatch Lapas or Wendy houses are allowed.
 - v. A resident may not make any alteration whatsoever that is likely to impair the stability of the building and other improvements.
 - vi. No satellite dishes, antennas, air-conditioning systems, gates, banners, etc. are to be fitted without prior approval from the Trustees.
 - vii. Any Security gates (as well as additional garden gates) installed, will have to conform to the design specification for Weeping Willow.
 - viii. A resident may not do anything to his exclusive use area, which is likely to prejudice the harmonious appearance of the building.
- c. Damage
- i. Those persons having such work done and those persons performing it, shall at all times cooperate closely with the Trustees and shall in consultation with the Trustees, ensure that proper and satisfactory measures are continuously taken to adequately protect the Common Property from damage, defacement, disfigurement or defilement.
 - ii. A resident may not use his unit (including the garage) or any part of the common property in such a manner or for any purpose, which is destructive to the building or common property nor permit it to be so used.
 - iii. No owner will drive nails, paint, screw into, or otherwise alter or damage the common property

7. Maintenance

a. Pests

- i. A resident must keep his exclusive use area free of pests.

- ii. The owner must allow the Trustees to inspect his unit or exclusive use area from time to time and take such action reasonably necessary to eradicate such pests.
- iii. The Body Corporate is obliged to bear the costs of the eradication, inspection and replacement of material, which forms part the common property of sections that has been damaged by such pests.
- iv. Any damage to the deeded portion of the unit will be borne by the owner. Should the damage to common property have been caused by the negligence of the owner of the unit, the costs of repair will be recovered from said owner.

b. Maintenance by the Body Corporate

- i. The general rules is that the Body Corporate is responsible for all maintenance activities outside units (measured from the median line of its boundary walls). These responsibilities include:
 - (1) To ensure uniformity the Body Corporate is responsible for the painting, maintenance, repairs and replacement of:
 - (a) Roof tiles.
 - (b) The outside window frames.
 - (c) The garage doors (Not Mechanism).
 - (2) The periodic treatment of all exterior facing doors (Front, Back, S/Q and Garage).
 - (3) The care and maintenance of communal gardens.
 - (4) The cutting and edging of all lawns of the common property (exclusive use areas included).
 - (5) Gates on communal property.
 - (6) Replacement of bulbs and repair of electrical infrastructure of all lights on common property, including the "bulkhead" lights at Garages.
- ii. Maintenance of any item on common property, that was the result of alterations or additions by the unit owner, is not the responsibility of the Body Corporate.
- iii. In the event of malicious damage, neglect or problems resulting from work undertaken by the owner or his contractor on common property, the repair of all above will remain the full responsibility of the owner.

c. Maintenance by the Owner

- i. The general rules is that the owner is responsible for all maintenance activities inside units (measured from the median line of its boundary walls). These maintenance responsibilities include among others:

- (1) Light fittings, electrical outlets, TV aerial outlets, plumbing, individual doors, locks and security gates etc. of their units.
 - (2) The garage doors mechanisms of his section.
 - (3) Owners shall at all times keep their sections and exclusive use areas in a proper, clean and habitable state.
 - (4) Maintenance of the interior paintwork as well as the cost for clearing of blocked drains originating from his/her section.
 - (5) Maintenance of sanitary equipment.
 - (6) The care and maintenance of exclusive use gardens.
- ii. Repair and maintenance of the geyser(s) in the section is the responsibility of individual owners.
 - iii. Maintenance of any item outside the unit that was the result of alterations or additions by the unit owner will be maintained by the owner. Examples include gutters installed by the owner, Jacuzzis etc.

8. Vehicles and Parking

- a. Vehicles of residents, including caravans, boats, trailers, etc., may only be parked in the garages.
- b. All demarcated parking bays may only be utilised by visitors. These may not be reserved.
- c. Residents and visitors are not allowed to park in front of the garages or in such a manner so that the driveways and demarcated parking bays are being blocked.
- d. The Trustees may have any vehicle standing or left on the communal property or in a thoroughfare for vehicles removed or towed away at the cost and the risk of the owner/resident concerned.
- e. No derelict vehicles may be parked anywhere on the property.
- f. Vehicles residents and visitors may not leak oil or brake fluid on any communal area of Weeping Willow or damage such areas in any way. In the event of this happening, the account for the cleaning of the paving will be for the account of the owner of the unit.
- g. The repair, overhaul or reconditioning (i.e. changing oil or brake pads, engine work, spray painting etc.) of motor vehicles is not permitted on the property.
- h. Washing of cars is only to take place in front of the garage of the unit. No visitors may wash their cars. No car engines are to be washed on the common property.
- i. No reckless driving is allowed within the complex. A speed limit of 15 km/h is enforced.

- j. No vehicle with a Gross Vehicle Mass (GVM) exceeding 4 Ton will be allowed to enter the Weeping Willow.
- k. It is understood that the parking is purely for residential purposes only. Parking is not to be used for the daily storage of vehicles to facilitate arrangements such as "lift-clubs".

9. **Noise**

- a. Radio's, TV's, musical instruments, record/CD/DVD/VCR players, car radios etc. may not be utilised at such a volume as to cause disturbance to other residents.
- b. No unnecessary disturbances or the use of things as car hooters are allowed.
- c. No excessive revving or other excessive vehicle noise generation are allowed.
- d. No fireworks or crackers are allowed within the complex.
- e. Low noise levels should be maintained at all times, but especially during the following times:
 - i. Between 22h00 and 08h00 daily; and
 - ii. Between 14h00 and 16h00 Sundays.
- f. Maintenance and/or repairs involving power tools and hammering will not be allowed during the following times:
 - i. Between 20h00 and 08h00 on Week days;
 - ii. Between 19h00 and 09h00 on Saturdays and Sundays; and
 - iii. Between 14h00 and 16h00 on Sundays

10. **Events/Social**

- a. Any gathering held in the complex should be contained within the unit and its exclusive use area at all times. You are to notify your surrounding neighbours at least 7 days in advance of any social gathering that could cause an inconvenience to them. Any gathering should be limited to the number of people that can be reasonably accommodated within your "unit".

11. **Security**

- a. Tags
 - i. Access tags must be applied for from the Trustees, through the Managing Agent.
 - ii. Tags are the responsibility of the resident it was issued to and the Trustees, through the Managing Agent, should immediately be informed in the event of a lost tag or loss of a tag due to the dismissal of a Private Worker.
 - iii. The following people qualify for the issuing of access tags:

- (1) Non-resident owners.
 - (2) Residents.
 - (3) Persons requiring readily access in the interests of Weeping Willow as identified by the Trustees. These will typically include security services and contractors executing a considerable project.
 - (4) Workers (Pedestrian Tags)
- iv. Types of access
- (1) Full access tags will only be issued when a vehicle of a person mentioned in Rule 11.a.iii requires access. Read in conjunction with Rule 8.a, the implication is that only 2 full access tags should be issued per unit. In cases where a unit is rented out and the owners requests a personal tag, a third full access tag may be issued.
 - (2) Pedestrians will be issued with pedestrian tags.
- v. Tag may strictly only be used by the person it was issued to.
- b. Guards
- i. No person may in any way interfere with the duties of Weeping Willow security guards.
 - ii. If a guard is witnessed misbehaving or failing to execute his / her duties it must be reported immediately to the Trustees, through the Managing Agent.
- c. For security reasons, kindly ensure that the gate is not left open after entering or leaving the complex.
- d. All Private Workers should have a "Pedestrian" tag to gain entrance and be able to exit Weeping Willow. Application must be done by the owner/resident with days and times the tag will be active.
- e. No tailgating allowed. If legal owners or visitors tailgate, it is impossible to determine who is unlawfully entering the premises.

12. Pets

- a. Cats are not allowed as pets in Weeping Willow. Residents gaining approval for a cat before the update of the House Rules in November 2018 will be unaffected.
- b. Pets are to be registered with the Trustees and will only be allowed with written consent from them. When granting such approval the Trustees may prescribe any reasonable condition.
- c. The Trustees may withdraw approval for pets in the event of any breach of any condition or rule.
- d. Residents are to provide photographs of pets. All pets are preferably to wear a nametag.

- e. Maximum of 2 pets per unit. If a current resident has written approval for more than 2 pets, they may keep the pets, but if something happens to a pet, it may not be replaced. The number of pets needs to be brought down to 2.
- f. When selecting a pet, please take into consideration your pets' needs, i.e. area required for size of pet.
- g. Should complaints be received regarding your pets' needs not being taken into consideration, same will be reported to the SPCA.
- h. No aviaries will be authorised.
- i. The following is not negotiable for any animal to be allowed in Weeping Willow:
 - i. All pets are to be neutered, and a certified copy of the certificate forwarded to the Trustees.
 - ii. You are to ensure your pet remains on your premises and does not hinder your neighbours.
 - iii. Aggressive behaviour towards any person within Weeping Willow will not be allowed.
 - iv. Noisy behaviour such as mating calls, barking, yelping, howling etc. to the extent that it disturbs other residents are not allowed.
 - v. Damage to common property or any property not belonging to the owner of the dog will not be allowed. Residents will be liable to pay for damage caused by their pets.
 - vi. Pet excrement on common property will immediately be cleaned by the owner of the pet.
- j. Dog breeds known for behaviour not conducive for the living conditions in Weeping Willow should not be kept. This includes breeds known to be aggressive, noisy etc. However, it is acknowledged that a dog's temperament is a large function of the training, conditioning and discipline instilled by its owner and there are no fixed prescription regarding breeds, but the Rules in 12.i and Rule 12.c will strictly apply.

13. Refuse Removal

- a. No resident may deposit rubbish (including dirt, cigarette butts, food scraps or any litter whatsoever) onto any part of the common property except areas clearly marked for refuse disposal, nor may they allow any other person to do so.
- b. All refuse must be in a plastic bag securely tied or knotted or in the case of tins or other containers, completely drained and must be placed directly in the bin provided. Under no circumstances may refuse be left outside of the unit except if it is placed in the bin provided.
- c. No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drainpipes. Owners shall be held liable for the clearing of such blockage from the drains emerging from their section.

- d. Refuse bins must be kept in the unit's exclusive use area, except on refuse collection day, when they should be placed on the common area in front of the unit from where they will be taken to be emptied.

14. Laundry

- a. A resident may not erect his own washing line (other than those erected by the developer), without prior approval.
- b. Washing may not be hung on any part of the building, especially if it is visible from outside the resident's exclusive use area.

15. Children

- a. Residents must see to it that their children and the children of their visitors behave in such a way as not to disturb or inconvenience other residents.
- b. Any damage caused to the common and or any other property by any child, visitor's children, will be at the parents' expense. This includes damage to plants/trees.
- c. Toys left lying around the complex will be disposed of.
- d. No playing in between cars allowed.
- e. No playing of ball games on paved areas.
- f. All playing, by children under the age of 6, outside an exclusive use area to be supervised by a competent adult.
- g. Owners and residents should be aware of the fact that the Body Corporate and trustees are indemnified against any claims that might arise when children are injured on common property.

16. Signs and Notices

- a. No owner/tenant shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a unit, so as to be visible from outside the unit, without the written consent of the trustees first having been obtained.
- b. Traffic signs and road markings on the common property must be obeyed. Traffic must follow entrance and exit signs.
- c. The owner of a unit can, with the written consent of the Trustees, for a maximum of 90 days, display only one "For Sale" board outside the property. Further consent will be required for the period to be extended. This extension will only be granted in increments of 30 days each. The owner may only "show" his unit on weekends during the 90 day period, with the consent of the Trustees, and the show boards will only be allowed on Saturdays and Sundays between 11h00 and 18h00

17. Dangerous Acts and Prohibitions

- a. No person shall store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property, which will or may

increase the rate of the premium payable by the body corporate or any insurance policy.

- b. No Guns, Airguns, Paintball guns, bows of any kind, Pellet guns or Catapults are allowed to be used in the complex.

18. Business Activities

- a. No business, profession or trade may be conducted from or on the common property or on/from a unit. No employees or labourers employed for the purpose of any business activity, may report to your unit and no vehicles pertaining to the business may be parked on the common property.
- b. No auctions or jumble sales are permitted on the common property or unit, without the written authorisation of the Trustees

19. Gardens

- a. No trees/plants/shrubs may be planted or removed from the communal gardens without prior written approval from the trustees.
- b. The gardeners are under the management of the Managing Agent and the Trustees. No requests are to be made to the gardeners by any owner or tenant from Monday to Friday.

20. Private Workers

- a. Residents must ensure that their Private Workers do not cause undue noise on the common property or elsewhere.
- b. No private loans may be made to any labourer or any other entity that is providing a service to the Body Corporate and neither the Trustees nor the Managing Agent will take any responsibility in this regard.

21. Swimming Pool and Pool Area

- a. The swimming pool and surrounding fenced area may only be used by residents and their guests. Guests must be accompanied by the resident whenever they make use of these facilities. If not, the Trustees may ask them to leave the pool area. The Trustees reserves the right to restrict the number of guests allowed to use the pool facilities.
- b. It is essential to exercise courtesy and respect for the rights of others to ensure that everybody fully enjoys the facilities. Residents are responsible for the conduct of their guests. It is expected of everyone the show good judgment with regard to safety of others and the cleanliness of the water and pool enclosure.
- c. No indecent behaviour or "skinny dipping".
- d. Children under the age of 12 years must be under adult supervision while inside the pool enclosure.
- e. The pool enclosure may only be entered through the gate. The gate must be kept closed at all times.

- f. No pets are allowed into the pool enclosure.
- g. Loud noise is not permitted inside the pool enclosure.
- h. Ball games are not permitted inside the pool enclosure.
- i. Residents can book the swimming pool and surrounding fenced area for their exclusive use. Bookings should be made with the Trustees, through the Managing Agent, at least 7 days in advance.
- j. Residents should take care not to damage any of the swimming pool equipment, which include, but is not limited to, the pool cleaning equipment. The pool equipment may not be removed from the swimming pool unless it has been switched off.

22. Fire Equipment

- a. Fire extinguishers and fire hoses are not to be used for any purpose other than that of fighting fires. Any person found using the fire hoses for any other purpose than firefighting will be liable for prosecution by the Fire department but will also be made to pay for the hose to be resealed by the fire department.
- b. Do not use fire hoses for washing cars, etc.

23. Windows and Glass Doors

- a. All broken windows and glass doors must be repaired within 14 days.

24. Hawkers

- a. No hawkers will be allowed on common property.

25. Other Duties of Residents

- a. Every resident has a duty to inspect his / her exclusive use areas for damages, leaks, weathering or faults and report such findings to the Trustees, through the Managing Agent. This will enable the Body Corporate to minimise water damage etc.
- b. No water may be wasted. Weeping Willow does not meter water on a per unit basis and water wastage or leaks are unacceptable.

26. Liability

- a. Residents are liable for any damage caused by themselves, children, visitors or Private Workers to the communal property.
- b. The Trustees are exempt from any claims or liabilities resulting from the implementation of the house rules.

CONCLUSION

It is trusted that with cooperation and commitment to the House Rules, all at Weeping Willow will live a safer, happier and more carefree life.

**ANNEXURE A - WEEPING WILLOW BODY CORPORATE CONDUCT RULES
ENFORCEMENT MEASURES**

The measured contained in Table 1 will be utilised to ensure compliance. As can be seen in Table 1, a fine will only be imposed on **repeat** offender, unless the contravention is of a serious nature.

Payment received from the application of these enforcement measures are solely intended for ensuring compliance to the rules and will by no means be subtracted from any damages arising from the action or neglect that gave rise to the application of these measures.

These measures may be escalated periodically (from 2018) by the Trustees in accordance with the official CPI figures for that period as published by Statistics South Africa.

Table 1: Enforcement measures for non-compliance to the house rules

	Description of Transgression	1st Offence	2nd Offence	Next Offence(s)
General	Not adhere to the Weeping Willow conduct rules if not specifically set out in this table.	Letter	R250-00	R500-00
Renting	Owners failing to: <ul style="list-style-type: none"> Provide the Trustees with the details of their Tenant as well as the details of the Letting agent. Furnish the Letting Agent and / or Tenant with a copy of the House Rules. 	Letter	R250-00	R1000-00
Living Conditions	Residents in contravention of the rules regarding living arrangements.	Letter	R250-00	R500-00 (per calendar month of non-compliance)
Maintenance, Damage and Alterations	Unauthorised alteration or addition or damage to common property.	Letter	R250-00	R500-00 (per calendar month of non-compliance)
	Not keeping area of responsibility free of pests.	Letter	R250-00	R500-00 (per calendar month of non-compliance)
	Failure to maintain property as per responsibility	Letter	R250-00	R500-00 (per calendar month of non-compliance)

Weeping Willow Conduct Rules
Annexure A

	Description of Transgression	1st Offence	2nd Offence	Next Offence(s)
Vehicles	Vehicles: <ul style="list-style-type: none"> • speeding; • loud music from vehicles; • excessive revving of vehicles; • Non-adherence to parking regulations. 	Letter	R250-00	R500-00
	Granting access to any vehicle exceeding 4 ton gross vehicle mass (GVM).	R1000-00		
Noise	Excessive noise or non-adherence to low noise periods.	Letter	R250-00	R500-00
Security	Not reporting a lost tag or loss of a tag due to the dismissal of a Private Worker.	R500-00		
	Allowing the use of a tag by anyone it was not issued to.	R500-00		
	Interference with the duties of Weeping Willow security personnel.	R500-00		
	Tailgating	R250-00	R500-00	R1000-00
Pets	Pet kept without approval	Letter	R250-00 per animal	R500-00 (per animal per calendar month of non-compliance)
	Pet not remaining on your premises or hinders other residents.	Letter	R250-00 per animal	R500-00 (per animal per calendar month of non-compliance)

	Description of Transgression	1st Offence	2nd Offence	Next Offence(s)
	Aggressive behaviour, especially from large dogs, towards any person.	Letter	Order to have animals removed from premises. R1000-00 (pro-rata per month for period of non-compliance)	
	Noisy behaviour to the extent that it disturbs other residents. Damage to common property or any property not belonging to the owner of the dog. Pet excrement on common property not immediately cleaned by the owner of the pet.	Letter	R250-00	R500-00
Refuse	Disposal of rubbish on common property not marked for disposal	Letter	R250-00	R500-00
	Refuse not placed in the provided bin	Letter	R250-00	R500-00
	Refuse bins not kept in the unit's exclusive use area	Letter	R250-00	R500-00
General	Illegal washing lines	Letter	R250-00	R500-00 (pro-rata per month for period of non-compliance)
	Non-adherence to pool regulations	Letter	R250-00	R500-00
	Water waste	R250-00	R500-00	R1000-00
	Vandalism	R250-00	R500-00	R1000-00

**ANNEXURE B - WEEPING WILLOW BODY CORPORATE GARDENS/
EXCLUSIVE USE AREAS**

Rule 29 – Gardens/ Exclusive Use Areas

Common property gardens marked GA1 to GA102 (inclusive) on the scale layout plan annexed as "A" are exclusive use areas in terms of Section 27A of the Sectional Titles Act 95 of 1986. Each garden is reserved for exclusive use of the member of the Body Corporate who is the registered owner from time to time of the section immediately adjacent to that area.

The gardens are allocated for exclusive use as follows:

No of Exclusive use area	Purpose	Owner of rights
GA1	Garden	Garden Owner of Section 1
GA2	Garden	Garden Owner of Section 2
GA3	Garden	Garden Owner of Section 3
GA4	Garden	Garden Owner of Section 4
GA5	Garden	Garden Owner of Section 5
GA6	Garden	Garden Owner of Section 6
GA7	Garden	Garden Owner of Section 7
GA8	Garden	Garden Owner of Section 8
GA9	Garden	Garden Owner of Section 9
GA10	Garden	Garden Owner of Section 10
GA11	Garden	Garden Owner of Section 11
GA12	Garden	Garden Owner of Section 12
GA13	Garden	Garden Owner of Section 13
GA14	Garden	Garden Owner of Section 14
GA15	Garden	Garden Owner of Section 15
GA16	Garden	Garden Owner of Section 16
GA17	Garden	Garden Owner of Section 17
GA18	Garden	Garden Owner of Section 18
GA19	Garden	Garden Owner of Section 19
GA20	Garden	Garden Owner of Section 20
GA21	Garden	Garden Owner of Section 21
GA22	Garden	Garden Owner of Section 22
GA23	Garden	Garden Owner of Section 23
GA24	Garden	Garden Owner of Section 24
GA25	Garden	Garden Owner of Section 25
GA26	Garden	Garden Owner of Section 26
GA27	Garden	Garden Owner of Section 27
GA28	Garden	Garden Owner of Section 28
GA29	Garden	Garden Owner of Section 29
GA30	Garden	Garden Owner of Section 30
GA31	Garden	Garden Owner of Section 31

Weeping Willow Conduct Rules
Annexure B

No of Exclusive use area	Purpose	Owner of rights
GA32	Garden	Garden Owner of Section 32
GA33	Garden	Garden Owner of Section 33
GA34	Garden	Garden Owner of Section 34
GA35	Garden	Garden Owner of Section 35
GA36	Garden	Garden Owner of Section 36
GA37	Garden	Garden Owner of Section 37
GA38	Garden	Garden Owner of Section 38
GA39	Garden	Garden Owner of Section 39
GA40	Garden	Garden Owner of Section 40
GA41	Garden	Garden Owner of Section 41
GA42	Garden	Garden Owner of Section 42
GA43	Garden	Garden Owner of Section 43
GA44	Garden	Garden Owner of Section 44
GA45	Garden	Garden Owner of Section 45
GA46	Garden	Garden Owner of Section 46
GA47	Garden	Garden Owner of Section 47
GA48	Garden	Garden Owner of Section 48
GA49	Garden	Garden Owner of Section 49
GA50	Garden	Garden Owner of Section 50
GA51	Garden	Garden Owner of Section 51
GA52	Garden	Garden Owner of Section 52
GA53	Garden	Garden Owner of Section 53
GA54	Garden	Garden Owner of Section 54
GA55	Garden	Garden Owner of Section 55
GA56	Garden	Garden Owner of Section 56
GA57	Garden	Garden Owner of Section 57
GA58	Garden	Garden Owner of Section 58
GA59	Garden	Garden Owner of Section 59
GA60	Garden	Garden Owner of Section 60
GA61	Garden	Garden Owner of Section 61
GA62	Garden	Garden Owner of Section 62
GA63	Garden	Garden Owner of Section 63
GA64	Garden	Garden Owner of Section 64
GA65	Garden	Garden Owner of Section 65
GA66	Garden	Garden Owner of Section 66
GA67	Garden	Garden Owner of Section 67
GA68	Garden	Garden Owner of Section 68
GA69	Garden	Garden Owner of Section 69
GA70	Garden	Garden Owner of Section 70
GA71	Garden	Garden Owner of Section 71
GA72	Garden	Garden Owner of Section 72
GA73	Garden	Garden Owner of Section 73

No of Exclusive use area	Purpose	Owner of rights
GA74	Garden	Garden Owner of Section 74
GA75	Garden	Garden Owner of Section 75
GA76	Garden	Garden Owner of Section 76
GA77	Garden	Garden Owner of Section 77
GA78	Garden	Garden Owner of Section 78
GA79	Garden	Garden Owner of Section 79
GA80	Garden	Garden Owner of Section 80
GA81	Garden	Garden Owner of Section 81
GA82	Garden	Garden Owner of Section 82
GA83	Garden	Garden Owner of Section 83
GA84	Garden	Garden Owner of Section 84
GA85	Garden	Garden Owner of Section 85
GA86	Garden	Garden Owner of Section 86
GA87	Garden	Garden Owner of Section 87
GA88	Garden	Garden Owner of Section 88
GA89	Garden	Garden Owner of Section 89
GA90	Garden	Garden Owner of Section 90
GA91	Garden	Garden Owner of Section 91
GA92	Garden	Garden Owner of Section 92
GA93	Garden	Garden Owner of Section 93
GA94	Garden	Garden Owner of Section 94
GA95	Garden	Garden Owner of Section 95
GA96	Garden	Garden Owner of Section 96
GA97	Garden	Garden Owner of Section 97
GA98	Garden	Garden Owner of Section 98
GA99	Garden	Garden Owner of Section 99
GA100	Garden	Garden Owner of Section 100
GA101	Garden	Garden Owner of Section 101
GA102	Garden	Garden Owner of Section 102

1. The Body Corporate will have unrestricted access to an exclusive use area when in the opinion of the Trustees such access is required for the exercise of its powers or the performance of its functions. In other circumstances no owner shall enter or use any part of an exclusive use area without the permission of the owner to whom that area has been allocated.
2. The Body Corporate shall do all things reasonably necessary to ensure that the exclusive use areas are reserved for the use of the owners entitled thereto. This duty shall not preclude an owner from taking legal action to enforce his/her/its exclusive use rights.
3. An owner to whom an exclusive use area has been allocated shall:
 - 3.1. maintain and repair that area as if it were part of his/her/its section and keep it clean and tidy;
 - 3.2. ensure that the area is not used in any way that creates a nuisance or threatens the safety of any other section or any part of the common property; and

- 3.3. not part with possession of the area separately from his/her/its section.
4. For purposes of interpretation of the Act and the Management Rules an exclusive use area created in terms of this Rule shall be deemed to be an exclusive use area.
5. Owners shall remember that the exclusive use areas created in this Rule are not bondable.
6. The owners of the exclusive use areas created in this Rule will be in terms of Section 37 of the Sectional Titles Act 95 of 1986, and will be responsible for all costs relating to the exclusive use area.
7. The owners of the section will be responsible for their extended plans towards Council regulations and water levy could be charged with pools and Jacuzzis'.

EFFECT

All the individual gardens in the Scheme are currently not registered as exclusive use areas.

REASON

Individual section owners wish to have exclusive use rights of their gardens.

ANNEXURE C - WEEPING WILLOW BODY CORPORATE AESTHETICALLY APPEARANCE: GUTTERS

Rule 30 – Aesthetically Appearance: Gutters

Common property on the scale layout plan annexed as "A" are regulations of standards in terms of **Management Rule 68(1)(vi); enacted in terms of Section 35 of The Sectional Titles Act 95 of 1986 the owners are not allowed adding a structure or alteration to the building or exclusive use area without the prior written consent of the Trustees.**

The standards for gutters are set as follows:

The cost of erecting gutters as stated, will be for your own (owner) cost;

- The gutters must be the same as the existing of other units (structure and colour); this includes the gutters and downpipes.
- All future maintenance must be done and paid for by yourself and not for the account of the Body Corporate;
- In terms of section 15 of the Sectional Titles Act, Act 95 of 1986, an addendum to the contract between the seller and the buyer, should you decide to sell your unit in future, would be requested by the Body Corporate in which the new owner accepts responsibility for the maintenance of the gutters;
- The trustees reserve the right to order any reasonable alterations to the design and implementation as they deem fit;
- The Body Corporate cannot be held responsible for any damages or losses of any nature whatsoever as a direct or indirect result of the gutters.
- The colour of downpipes and gutters: "Gemsbok Sand" at SA Gutter www.sagutter.co.za
- The gutters will remain the property of the body corporate and may not be removed from the common property when you decide to move out or sell your apartment;
- Any damages or consequential damages to the common or private property or any interference direct or indirect result of the installation of the gutters on common property , will be repaired by the trustees and the costs thereof will be for your account, in concordance with Management Rule 68(1)(iii);
- The trustees reserve the right to inspect the installation and may order any alterations/repairs as they may deem fit, the costs thereof will also be for your account;
- Should the owners/ trustees by means of a majority vote, the matter will be discussed; resolve that the gutter has to be removed, the removal will so be ordered and accepted and the common property will be returned to its original state. The costs thereof will be for your account;
- The Body Corporate and the trustees accept no responsibility whatsoever for any damages, losses, maintenance or for any other event to the installation, paint, etc., as a result of malicious damages or natural disasters or any other cause whatsoever. No claims can be instituted against the insurance policy of the Body Corporate whatsoever.