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## **HORIZON BAY BODY CORPORATE – CONDUCT RULES**

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### **1. USE OF SECTION AND COMMON PROPERTY**

- 1.1. No owner or occupier of a section may, without a Special Resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three fourths of the votes (reckoned in number) of members of the body corporate who are present or represented by proxy at a general meeting authorising the Trustees to consent to: -
- 1.1.1. Use the section for any purpose other than residential purposes, save for designated Commercial use;
  - 1.1.2. Allow more than two people in a one bedroomed residential unit or three adults in a two bedroomed residential unit, or alternatively two adults and two children in a two bedroomed residential unit or three adults in a three bedroomed residential unit or alternatively two adults and four children in a three bedroomed residential unit (excepting in special circumstances for a short duration with authorisation);
  - 1.1.3. Hold or permit to be held any auction or a fete on the section or on the common property;
  - 1.1.4. That no advertisement, name or lettering of any unsightly size, colour or character shall be painted on or affixed to any wall, building or structure on the property and no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of any building on the property. Any advertising pertaining to the Commercial Component must first be approved in writing by the Trustees;
  - 1.1.5. Erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property;
  - 1.1.6. Remove any shrub, tree or plant on or in the common property;
  - 1.1.7. Erect his own washing lines nor hang any washing or other items on any part of the building and / or section and/or exclusive use area and / or the common property so as to be visible from outside the building or from any other section nor be exposed to view on the premises in any unsightly manner whatsoever;
  - 1.1.8. That no noisy, injurious or objectionable trade or business of any kind shall be carried on in any such dwelling house or building or on the Commercial component and such building shall, at all times, be kept in such a state as not to be a nuisance or annoyance to any owner and / or occupier and surrounding neighbours;
  - 1.1.9. The Commercial component pertaining to any food and/or beverage industry shall be obliged to install and maintain any extraction fans, to ensure that all odours emanating from any kitchen and/or serving areas, are adequately dealt with;

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#### **HORIZON BAY BODY CORPORATE**

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- 1.1.10. Build any fires for braaing purposes of any sort on the common property and/or patio and / or exclusive use area, except from built-in gas braai's in the penthouse apartments and / or gas braai's on exclusive use balconies attached to a unit;
  - 1.1.11. Drill into any concrete slab of any section or any other part of the building and / or common property due to the pre-determined reinforcement of such concrete slabs. Any owner and / or occupier desiring such drilling operation shall be liable for the cost of a Structural Engineer's report, confirming that such drilling operation does not interfere with the structural reinforcement;
  - 1.1.12. No owner shall, or permit his unit to be let for any period less than 1 month, without the trustees' consent first having been obtained by completing the HORIZON BAY Body Corporate – Short Term Rental Application – Annexure "C". No day-to-day lets will be permitted or considered. The trustees will only consider the approval of lets for a period of 5 days or more.
- 1.2. An owner or occupier shall not place or do anything on any part of the common property or on the balcony, stoep or patio of his section which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building.
- 1.3. An owner or occupier shall not deposit, throw or permit or allow to be deposited or thrown on any section or on the common property any water, rubbish, including dust, food, scraps, cigarette butts or any other litter.
- 1.4. HORIZON BAY is a non-smoking building and as such no smoking on common property is permitted. No smoking within 10 meters of all entrances is allowed.
- 1.5. An owner or occupier shall at all times, open a window when preparing food in the kitchen.
- 1.6. An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.
- 1.7. An owner/occupier will not be permitted to make use of the lifts without completing the HORIZON BAY Body Corporate - Lift Booking form at least 24 hours in advance. Any oversized furniture will require a deposit being paid as determined by the trustees before such furniture will be permitted to be hoisted up or down the building.
- 1.8. The laundry room and refuse rooms doors will be open from 06h00 to 20h00. These doors will be locked from 20h00 to 06h00 in which time owner or occupier may obtain the key from reception.
- 1.9. An owner or occupier shall at all times use the main entrance to enter or leave the premises. It is illegal to open a fire escape and may result in a minimum fine of R1000.00 being imposed.
- 1.10. No person(s) are permitted entry unless he / she dried off completely when coming in from the beach.

## **2. DAMAGE, ALTERATIONS OR ADDITIONS TO A SECTION AND TO THE COMMON PROPERTY**

- 2.1. An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the common property without a Special Resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three fourths of the votes (reckoned in number) of members of the body corporate who are present or represented by proxy at a general meeting authorising the Trustees to consent to.



- 2.2. To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to: As per the HORIZON BAY Body Corporate - Architectural Guidelines Annexure “E”
  - 2.2.1. Install any locking device, burglar bars or other safety devices for the protection of a section.
  - 2.2.2. Install a canopy on a section;
  - 2.2.3. Install a screen or other device to prevent the entry of animals, insects, etc;
  - 2.2.4. Install any outside TV aerial, satellite dish, etc.;
  - 2.2.5. Install any air-conditioning on a section;
  - 2.2.6. Make any structural, decorative or other alteration or addition to a section externally or internally to the extent that it can be seen externally;
  - 2.2.7. Place pot plants on the patio / balcony / exclusive use areas, which need to be within the keeping of the aesthetic appeal of the building.
  - 2.2.8. Installing any window tinting.
- 2.3. All internal building alterations are to be approved by the Trustees and owners must apply by completing the HORIZON BAY Body Corporate - Application for Alteration and Renovation – Annexure “F”. An approved plan with a R9000.00 refundable deposit or such greater amount as the trustees may decide is to be submitted prior to commencement of construction. In addition, a non-refundable charge of R850.00 per month (or part thereof) is payable before any work commences for the use of the lifts and common property. The goods lift is to be booked no less than 24 hours in advance, prior to use thereof. All contractors that intend to work in the building must complete the compulsory “HORIZON BAY Body Corporate - Occupational Health and Safety” contract, the HORIZON BAY Body Corporate Annexure ‘G’ and attach a copy of the “Letter of Good Standing” indicating their Workman’s Compensation Number. All contractors that intend to work in the building must complete the “Contractor Site Instruction Register” at the reception prior to the commencement of any works.

Building operations are to be conducted during standard working hours, which is Monday - Friday between 08h00 – 17h00. Any deviation from these set hours is to be approved by the Trustees. All building rubble and cleaning of areas to be done daily and will be for the owner's account.

Alterations / Renovations will be permitted only between 01<sup>st</sup> February and 30<sup>th</sup> November. No drilling and / or hammering may be carried out between 13h00 and 14h00. This is subject to exceptions only if approved by the trustees in writing in advance.
- 2.4. An owner wishing to enclose a portion or the whole of his / her balcony and included within his/her section shall firstly obtain the consent for such enclosure by way of a special resolution from the body corporate and if granted, shall thereafter submit plans and obtain approval from the controlling authority. Once enclosed, it is the liability of the owner of the section to make contributions in terms of Section 37(1)a or 47(1) or any reduced value having been attached to his/her vote and as calculated in terms of Section 32(4) should be adjusted in order to eliminate any reduction attributed to such balcony.

- 2.5 Owner or occupier of a section shall ensure:
- 2.5.1 Any broken window pane is replaced within 3 days of breaking from whatsoever cause;
  - 2.5.2 That all curtains are to be lined with a white or cream fabric. Blinds are to have a white or cream backing unless they are cream or white Venetian blinds or bassa teak wooden blinds;
  - 2.5.3 furniture placed on the balcony / patio / exclusive use areas is to be either black wrought iron, Teak timber patio furniture with natural shade (earth tone) cushions.
- 2.6 Owner or occupier of a section shall ensure that maintenance items are attended to within 7 days of being given notice thereof. The Body Corporate may remedy any such failures and debit the cost to the relevant owner's levy account.

### **3. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS, ETC.**

- 3.1. All owners and occupiers shall ensure that their use of their section and of the common property and its facilities is at all times conducted in such a manner as not to:
- 3.1.1. cause a nuisance, disturbance or inconvenience or annoyance to any other owner or occupier, particularly in the form of loud music, radio or TV, irritable audible noisome sound or any other noise hindrance whatsoever.
  - 3.1.2. detrimentally affect the rights and interests of other owners or occupiers.
- 3.2. Owners and occupiers shall be responsible for the behaviour of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within 14 days of notice by the Trustees, to the satisfaction of the Trustees.
- 3.3 No children are permitted to play in the parking area, stairwells & landings or any common property.

### **4. REFUSE DISPOSAL**

An owner or occupier of a section shall:

- 4.1. maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing.
- 4.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 4.3. for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees.
- 4.4. when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 4.1.
- 4.5. No garbage and/or garden rubble may be left outside the property or any part of the common property whatsoever.
- 4.6. restaurants to ensure that all wet waste is frozen before disposed off as recommended by the Health Department.

- 4.7. Support any recycling initiative that may be introduced by the Local Authority and/or the Trustees, by placing all recyclable refuse in the containers provided for this purpose.

## 5. VEHICLES

- 5.1. No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property without the written consent of the Trustees. The Trustees may cause to wheels clamped and a release fee of R1000.00 will apply.
- 5.2. Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the owner or occupier concerned. Any mess resulting from an oil leak from a vehicle must be cleaned within 7 days of being given notice thereof. The Body Corporate may remedy any such failures and debit the cost to the relevant owners levy account.
- 5.3. No owner or occupier will be permitted to dismantle or undertake major repairs to any vehicle on any portion of the common property, an exclusive use area or a section. Any minor repairs to and reconditioning of vehicles on the common property are not permitted.
- 5.4. Only vehicles owned by owners or occupiers may be washed in the designated wash bay located next to the rain water tanks in the Basement. The use of hose pipes is strictly prohibited, only a bucket may be used.
- 5.5. Hooters shall not be sounded within the Sectional Title Scheme other than in emergencies.
- 5.6. Vehicles may be parked only on such areas of the scheme as are specifically indicated or approved by the Trustees for that purpose and in such a way that the flow of traffic and access to and egress from driveways are not obstructed. In the event that any vehicle is parked, standing or abandoned on the common property without the trustees consent, the trustees may impose a minimum fine of R750.00 per week for so long as the owner or his occupier persists in remaining in default.
- 5.7. Damaged vehicles and vehicles that are not licensed and /Or roadworthy may not be parked within the scheme other than for such short periods as may be approved in writing by the Trustees.
- 5.8. No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the scheme without the prior written consent of the Trustees;
- 5.9. Vehicles parking or entering the scheme are subject to the express condition that it is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property;
- 5.10. Motor vehicles of visitors may only be parked on such areas as are specifically demarcated for that purpose. Where parking areas are demarcated for visitors, such areas may only be used for visitors parking and under no circumstances may any owner or any member of their families park their vehicles in such areas;

- 5.11 Owners shall ensure that their visitors park in the assigned visitor bay allocated to them and do not cause any obstruction either in relation to garages or otherwise. The procedures are outlined in the HORIZON BAY Body Corporate - Visitors Parking Bay Policy - Annexure "D" of the HORIZON BAY Body Corporate - Conduct Rules. The trustees are mandated to amend the procedures as and when needed by way of a trustee's resolution. These procedures are to be adhered to at all times.
- 5.12 Bicycles, motor cycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.

## 6. PARKING

- 6.1. Parking is to be confined to the specified parking area allocated to each owner / occupier. Guests are to use only those bays reserved and specifically demarcated for visitors. A breach of this rule will entitle the Trustees to have any offending vehicle clamped and a release fee of R1000.00 will apply.
- 6.2. Under no circumstances will parking in front of the fire hydrants be permitted. A breach of this rule will likewise entitle the Trustees to have any offending vehicle clamped and a release fee of R1000.00 will apply.

## 7. ANIMALS, REPTILES AND BIRDS (Domestic Pets, restricted to only birds, cats and dogs.)

- 7.1 An owner or occupier of a section shall not, **UNLESS THE TRUSTEES HAVE GRANTED PRIOR WRITTEN CONSENT**, keep any animal, reptile or bird in any circumstances in a section or on the common property. (Applicable to members / residents who received consent prior to 26 June 2014).
- 7.2 Any owner or occupier who wishes to keep more than one animal as defined herein **must make written application to the trustees prior to such animal being acquired**. (Applicable to members / residents who received consent prior to 26 June 2014)
- 7.3 The trustees may prescribe any other conditions, as they deem necessary from time to time, for the keeping of any animals. (Applicable to members / residents who received consent prior to 26 June 2014)
- 7.4 No cats and / or dogs will be permitted / allowed in the complex with effect from 26 June 2014.
- 7.5 Existing animals registered with the Body Corporate prior to 26 June 2014 may remain.
- 7.6 Should any existing animal pass on, it may not automatically be replaced.

## 8. LEVIES AND ADDITIONAL LEVIES

Levies are due in advance on the first day of each month. Should the levy remain unpaid by the 7<sup>th</sup> of any particular month, it shall automatically attract interest at a rate determined by the Trustees. Trustees may require a debit order in the event of an owner defaulting on payment on two (2) occasions. The Trustees reserves the right to implement a debit order system at any time for the collection of levies.

## 9. INSURANCE

- 9.1. The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the owner / occupier in question.

- 9.2. An owner / occupier shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy nor bring onto the premises or building any hazardous substances and / or any form of machinery whatsoever.
- 9.3. An owner/occupier shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.
- 9.4. In the event of a burst pipe/geyser and owner or occupier shall refer to the HORIZON BAY Body Corporate - Insurance Claim Emergency Procedure Annexure “A” of the HORIZON BAY Body Corporate - Conduct Rules.

## 10. LETTING OF UNITS

- 10.1 All tenants of Units and other persons granted rights of occupancy by any Owner of the relevant Unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 10.2 No letting shorter than 1 [one] month shall be allowed whatsoever, without the prior written consent of the Trustees. The Owner shall be obliged to notify the Trustees of any Short term occupancy for security purposes and the Owner shall require the prior written consent of the Trustees prior to allowing any such person access into the Development. The HORIZON BAY Body Corporate - Short Term Rental Application – Annexure “C” needs to be completed. The Trustees may impose rules as to the operation of the short term and /or long term letting scheme and any other conditions including the payment of any extra costs considered necessary to administer the scheme.
- 10.3 The owner shall take full responsibility of the tenant's actions during the tenancy of the property. Any claims against the tenant for damages to the property shall be borne by the owner, to be recovered from the tenant.
- 10.4 Notwithstanding anything to the contrary contained in any lease agreement, the Owner of a Unit shall, as far as the Trustees is concerned, be liable for:
  - 10.4.1 All electricity charges in respect of a Unit
  - 10.4.2 All fines imposed by the Trustees in terms of these rules on the Owner and Occupier of a Unit.
  - 10.4.3 An administrative fee, as determined by the Trustees from time to time, shall be charged to the Owner of a Unit by the Trustees for : -
    - 10.4.3.1. separate or additional statements to be sent to an Occupier / Tenant or other party in respect of any charges imposed by the Trustees.
    - 10.4.3.2. statements for income tax purposes.
- 10.5 Within 7 [seven] days of entering into a lease agreement in respect of a Unit, the Owner shall notify the Trustees of:
  - 10.5.1 The full names, address and telephone number of the Tenant and other Occupiers of the Unit.
  - 10.5.2 The duration of the lease.
  - 10.5.3 The number of persons who will occupy the Unit.





- 10.5.4 All Tenants and / or Owners must be in possession of an access disc to the Development as outlined in the HORIZON BAY Body Corporate - Security Policy Annexure "B" of the HORIZON BAY Body Corporate - Conduct Rules.
- 10.6 A complete copy of the Conduct Rules must accompany the agreement of lease and/or tenancy. A right of recourse against the Owner is reserved in the event of the Tenant and / or Occupier fails and / or refuses to comply with the rules. An Owner shall remain responsible for the conduct of his Tenant and/or Occupier and penalties imposed on them in terms of the Conduct Rules, may be recovered from the Owner, if not paid accordingly.
- 10.7 An Owner shall, prior to concluding an agreement to lease his Unit or prior to granting right of occupancy thereto, be obliged to obtain from the proposed Tenant or Occupier a written undertaking to comply fully with the Conduct Rules for the duration of his lease or occupation. Failure to obtain a written undertaking does not absolve an Owner from ensuring compliance to the Conduct Rules by his Tenant and/or Occupier.
- 10.8 An Owner shall notify the Trustees and/or managing agent forthwith in writing of any change of Ownership in, or occupation of his Unit, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered Owner, and of any mortgage of or other dealing in connection with his Unit. The aforementioned notification shall contain the date of occupation, the new contact details of the seller and the contact details of the purchaser.
- 10.9 In order to maintain a high standard of tenancy and to ensure that the capital appreciation of the development is not impaired the HORIZON BAY Body Corporate will appoint an independent rental agency to assist the Trustees with tenant screening and other administrative functions, entrusted to it by the Trustees from time to time.
- 10.10 Without limiting the generality of the foregoing each owner of a section who wishes to rent out his apartment shall ensure that:
  - 10.10.1 he uses the specifically prepared standardised Agreement of Lease;
  - 10.10.2 he has his tenant "screened" by the rental agency prior to such tenant occupying the apartment. Everyone besides the registered owner is to be "screened" by the rental agency.
  - 10.10.3 The rental agency shall advise the owner, within forty-eight hours of submission of the request for screening of a tenant, the result of the screening. Should the result be negative the owner may not rent his apartment to such prospective tenant but such owner shall have a right to appeal the Rental Agency's decision to the Trustees of the Body Corporate whose decision shall be binding on the owner.

## 11. ERADICATION OF PESTS

An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section, which may be damaged by any such pests, shall be borne by the owner of the section concerned.





## **12. WALKWAYS**

The walkways giving access to the exclusive use areas are solely for the use of maintenance/gardening staff and may not be used by any member of the public or other unit owner for gaining access or used as a thoroughfare.

## **13. RAMPS**

There are no pedestrians allowed on the vehicle ramps that are open to public access on any parking levels whatsoever. This excludes the ramp from the Basement Level to Ground Floor.

## **14. ACTIVITIES ON COMMUNAL AREAS**

No hobbies or other activities may be conducted on the communal areas if they cause nuisance to other owners and/or occupiers.

## **15. SWIMMING POOL**

An owner/occupier/his visitor/s and/or children shall at all times adhere to the following:

- 15.1 No alcohol is to be consumed in the pool area.
- 15.2 No glass bottles or containers are allowed in the pool area.
- 15.3 No braaing / eating in the pool area.
- 15.4 No loud music in the pool area.
- 15.5 No swimming is permitted after 10.00pm.
- 15.6 Children under the age of 12 are to be accompanied by an adult at all times.
- 15.7 Only authorised personnel are permitted access to the pool pump/equipment enclosures and/or pool chemicals and pool cleaning equipment.
- 15.8 Littering is not permitted; all refuse is to be removed from the pool area.
- 15.9 Games are not permitted in the pool area.
- 15.10 NO animals are allowed in the pool area.
- 15.11 The developer and trustees have taken reasonable steps to ensure the safety of pool users by installing a fence and life buoy. Usage is entirely at the risk of the user.
- 15.12 Washing off of wet suits, boards, and / or any other items in the pool and / or pool area is not permitted.
- 15.13 Dry off when leaving the pool area.
- 15.14 No smoking is permitted in the pool area. During summer, the pool deck will be open from 06h00 to 22h00, after which the area will be locked. The pool deck will remain locked during winter. The key will be available at security.

- 15.15 Access to the pool area is only permitted with a valid remote or tag.
- 15.16 Only authorized personnel are permitted to remove the pool auto cleaner & open / close the pool cover.

## **16. INTERCOM NETWORK**

The Intercom Network will provide connectivity to an Internet provider and Voice Over IP telephones. Should an owner or occupier require such connectivity, the cost for the service shall be entirely for the owner or occupier account.

## **17. GENERAL**

- 17.1 The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section / Erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual section by reason of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the Trustees of any of the Trustees employees, servants, agents or contractors.
- 17.2 The Trustees or its agent's representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 17.3 No firearms or pellet guns may be discharged on the common property.
- 17.4 An owner shall not use or permit his home to be used for any purpose, which is injurious to the reputation of the scheme.
- 17.5 All complaints, violation of these rules, or any other cause of concern must be in written form, addressed to the Chairman.
- 17.6 No goods including parcels, envelopes or keys may be left at the reception as outlined in the HORIZON BAY Body Corporate - Security Policy Annexure "B" of the HORIZON BAY Body Corporate - Conduct Rules.

## **18. COMMERCIAL UNITS**

- 18.1 The Owners of the commercial units shall have due regard to the rights of the occupiers of the residential units to privacy and peace.
- 18.2 The Owners of the commercial units are to operate their businesses within the guidelines as prescribed by the Local Authority with regard to trading hours.
- 18.3 The Owners of the commercial units are to ensure that the noise levels emanating from the use of the units shall not exceed the prescribed guidelines as laid down by the Local Authority.
- 18.4 The Owners of the commercial units shall, prior to concluding of a lease in respect of the commercial units, submit to the Trustees of the Body Corporate details of the prospective tenant for the Trustees' approval. Should the trustees have any objections to the prospective tenant, they need to provide the Owners of the commercial unit's details of their objections within 7 days, failing which it will be deemed that the prospective tenant has been approved. Approval shall not be unreasonably withheld.

## **19. RENTAL SITE PROCEDURES FOR SHORT/LONG TERM, SHOW HOUSES AND OPEN HOUSES**

The procedures are outlined in HORIZON BAY Body Corporate - Rentals, Show Houses, Open House and Client Viewing Policy Annexure “H” of the HORIZON BAY Body Corporate - Conduct Rules. The trustees are mandated to amend the procedures as and when needed by way of a trustee’s resolution. These procedures are to be adhered to at all times.

## **20. SURVEILLANCE / SECURITY POLICY**

The procedures are outlined in the HORIZON BAY Body Corporate - Security Policy Annexure “B” of the HORIZON BAY Body Corporate - Conduct Rules. The trustees are mandated to amend the procedures as and when needed by way of a trustee’s resolution. These procedures are to be adhered to at all times.

## **21. VISITORS**

- 21.1 All day visitors including agents, clients, contractors, delivery and / or domestic staff / personnel are required to sign in and must therefore ensure that they report to the reception desk and must sign in the registers as required by the Fire Department.
- 21.2 All owners/occupiers must ensure that any guests staying over must be checked in at the Concierge Reception Desk where they will be required to complete the HORIZON BAY Body Corporate - Resident Checklist. The duty officer will make the visitor aware of the Conduct Rules and provide a copy of the “Important Conduct Rule Notice” of Horizon Bay. It is the responsibility of the owner/occupier to ensure that their guests are familiar with the building fire escape routes, parking bays and location of the refuse room.

## **22. ACCESS REMOTES AND TAGS**

The procedures are outlined in the HORIZON BAY Body Corporate - Security Policy Annexure “B” of the HORIZON BAY Body Corporate - Conduct Rules. The trustees are mandated to amend the procedures as and when needed by way of a trustee’s resolution. These procedures are to be adhered to at all times. The owner/occupier shall be responsible for the maintenance and up keep of their devices and shall only be transferrable by completing the

“Security Enrolment Application Form”. The trustees shall determine the cost from time to time and are for the owner/occupiers own account.

## **23. SIGNAGE**

- 23.1 No Owner or occupier of a residential section shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without a Special Resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three fourths of the votes (reckoned in number) of members of the body corporate who are present or represented by proxy at a general meeting authorising the Trustees to consent thereto.
- 23.2 The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the Owner and such Owner and/or occupier shall have no claim against the body corporate or the trustee as a result of their functions performed in terms of this provision'
- 23.3 The Developer Swish Three (Pty) Ltd hereby reserves for itself all rights to affix signage to the commercial and/or retail components of the building as well as on the perimeter walling of the property.

## **24. EXTERIOR FIXTURES**

No Owner and/or Occupier of a section may without a Special Resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three fourths of the votes (reckoned in number) of members of the body corporate who are present or represented by proxy at a general meeting authorising the Trustees to consent to: As per the HORIZON BAY Body Corporate - Architectural Guidelines Annexure "E".

- 24.1. erect any structural, decorative or any alteration or addition to a section externally, which comprises of the following:
  - 24.1.1. the installation of any solar heating systems, air conditioning apparatus, skylights, chimneys or chimney flutes;
  - 24.1.2 the installation of a device for the reception or transmission of radio, television and/or any other signals;
  - 24.1.3 the construction of a lean to, canopy, awning, shade cover or the like;
  - 24.1.4 any visible change to the exterior appearance, quality or colour of the building or of any device whatsoever attached thereto;
  - 24.1.5 any alteration to the section externally or any construction or placing of structures or improvements, including but not limited to the closing in of aperture or enclosure of balconies;

## **25. REGULATIONS GOVERNING INTERIOR/EXTERIOR BUILDING WORK**

Prior to the commencement of the work referred to in Rule 2 an Owner and / or Occupier shall: - As per the HORIZON BAY Body Corporate - Architectural Guidelines Annexure "E"

- 25.1 Obtain the permission of the local or state authority [if so required];
- 25.2 Satisfy the provisions of the applicable Management Rule;
- 25.3 Apply to the Trustees in writing for their consent to do the work and such application shall, if necessary, be accompanied by:
  - 25.3.1 Sufficient plans and specifications in order to enable the Trustees to consider the design, manner of installation, the effects and suitability of such alteration, addition or decoration.
  - 25.3.2 Proof of approval of the local or state authority, if applicable;
  - 25.3.3 Make a requisite building deposit, decided upon by the Trustees and dependent upon the extent of the proposed alteration. Such building deposit shall be made to the managing agent or Trustees for placing in an interest bearing account, such interest being for the Owner's account. The deposit will be held as a guarantee to cover any possible damage to the common property when carrying out the work;
  - 25.3.4 Obtain the written consent of the Trustees and adhere to their further conditions and/or directives;

- 25.3.5 The Trustees may impose conditions to ensure that all additions comply with the standards set for such additions.
- 25.4 For security purposes, inform the Trustees of the contact details of the contractor and the date and times that the work will be done;
- 25.5 Samples of the fabric and colour of any canopy, awning and or shade cover must be submitted to the Trustees with the said application;
- 25.6 All work referred to in Rule 2 shall: -
  - 25.6.1 Conform to the specification as to appearance, quality, colour and manner of installation as specified by the Trustees in the HORIZON BAY Body Corporate - Architectural Guidelines Annexure “E”;
  - 25.6.2 is aesthetically acceptable in accordance with the directive of the Trustees and any further conditions, which may be imposed;
  - 25.6.3 be executed by suitably competent persons and/or contractors;
  - 25.6.4 be executed in such a manner neither to cause damage of any nature to the common property or to the property of any Owner and/or Occupier, nor cause any injury to any persons;
  - 25.6.5 The Trustees may impose specific rules regarding the regulation of workers on site.

## 26. CONTRAVENTION OF RULES:

- 26.1 Should Conduct Rules 5 and 6 be contravened, with regard to parking of vehicles and vehicles, the Trustees may: -
  - 26.1.1 arrange for the vehicle to be clamped, at the risk and costs of the Owner thereof and/or person in control of the vehicle, or
  - 26.1.2 arrange for a clamped vehicle to be released subject to the payment of a release fee, or
  - 26.1.3 arrange for the vehicle to be removed at the risk and costs of the Owner thereof and/or person in control of the vehicle, or
    - 26.1.3.1 impose a fine in terms of Conduct Rule 27.2 or
    - 26.1.3.2 obtain an interdict, or
    - 26.1.3.3 impose more than one of the options herein mentioned.
- 26.2 Should Conduct Rule 2 be contravened and any damage, alteration, addition to be effected to the exterior of a Unit or to the common property or a structural alteration be effected to the interior of a Unit without the necessary consents, or should an Owner or Occupier do anything on the common property, which, in the discretion of the Trustees is aesthetically displeasing, the Trustees may: -
  - 26.2.1 require an Owner to remove such object and restore the property, at his own cost, and should an Owner fail to remove such object and any such failure persists for a period of 14 [fourteen] days after the giving of written notice to remove and restore given by the Trustees or the managing agent on their behalf, the Trustees shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner, or
  - 26.2.2 Impose a fine in terms of Conduct Rule 27.2, or



- 26.2.3 Obtain an interdict, or
- 26.2.4 Impose more than one of the options herein mentioned.
- 26.3 If any Conduct Rule is contravened the Trustees may, irrespective of sub-rules [1] and [2]: -
  - 26.3.1 Impose a fine in terms of Conduct Rule 27.2, or
  - 26.3.2 obtain an interdict, or
  - 26.3.3 impose more than one of the options herein mentioned.

## **27. IMPOSITION OF PENALTIES**

- 27.1 If the Conduct of an Owner or an Occupier of Unit or his visitors constitutes a nuisance in the opinion of the Trustees, or if an Owner, Occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees may furnish the Owner or Occupier with a written notice which may in the discretion of the Trustees, be delivered by hand or by registered post or by email or fax. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the Owner or Occupier of the Unit. The raising of the fine will be by means of an additional levy. All fines so imposed will have to be paid in full prior to the issuing of a levy clearance certificate which is required for Deeds Office purposes.
  - 27.2 The Trustees may, from time to time, determine the amount of the initial and subsequent penalties, which amounts may vary from Conduct Rule to Conduct Rule or from offence to offence. List of penalties are outlined in the HORIZON BAY Body Corporate - Penalty / Admin Cost Fees Annexure "I".
  - 27.3 Written Notices issued to owners will be valid for each Long Term Tenant. Any Written Notice issued to owners who let out their apartment for shorter than 1 month as per paragraph 1.1.12 & 10.2 shall be valid for a 1 year period from the date of issue.
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