



FLEUR DE LYS
SS104/1977

32 Umgazi Street, Ashlea
Gardens, Pretoria

RULES OF CONDUCT

FLEUR DE LYS BODY CORPORATE
32 Umgazi Street, Ashlea Gardens, Pretoria
SS104/1977

Amended in Accordance with the
Requirements of the Article 35[2][B] of the
Sectional Titles Schemes Management Act, Act
No.8 of 2011

Last Amendment made October 2018



RULES OF CONDUCT

(Section 10 of the Sectional Titles Schemes Management Act, 8 of 2011)

A. PREAMBLE:

- A1 These Rules may be added to, amended or repealed by a Special Resolution of the Body Corporate in terms of the Sectional Titles Schemes Management Act (“the **STSM Act**”). Any substitution, addition, amendment or repeal thereof shall be of force and effect as soon as a certificate for the substitution, addition, amendment or repeal thereof has been issued by the Chief Ombud in terms of section 10(5)(d) of the **STSM Act**.
- A2 The Rules contained in this Rules of Conduct, printed in *italics*, are Rules in addition and/or supplementary to the Prescribed Conduct Rules as are contained in Annexure 2 of the **STSM Act** (“Prescribed Conduct Rules”). Where the Prescribed Conduct Rules are amended by regulation, these Rules will automatically amend accordingly, unless such amendment is in conflict with these Rules, in which event these Rules will take precedence and will apply.
- A3 From date of acceptance of these Rules by way of special resolution and the issuing of a certificate by the Chief Ombud to that effect, all previous Rules are repealed.
- A4 In as much as there may be any conflict between these Rules and the provisions of the **STSM Act** and the Management Rules as are contained in Annexure 1 of the Regulations (“Management Rules”) or any amendment thereof, these Rules will be sub-ordinate thereto.
- A5 These Rules are binding on all owners and residents occupying any section of Fleur de Lys. Accordingly, each owner and resident is

responsible for ensuring compliance of these Rules by their tenants, other occupants, family members, employees and/or visitors.

- A6 Additions or amendments (specifically but not exclusively infringing penalties) to these Rules established henceforth will be added as addendums to these Rules.

B. INTERPRETATION:

In these Rules, unless the context requires otherwise:

- (a) Words importing any one gender shall include the other gender;
- (b) The singular shall include the plural and vice versa;
- (c) A reference to natural persons shall include created entities (corporate and incorporated) and vice versa;
- (d) Headings have been inserted for convenience only and shall not be used for nor assist or affect its interpretation;
- (e) Words and phrases shall bear a corresponding meaning as defined in the **STSM Act** and Management Rules.

C. INTRODUCTION:

- C1 *A happy community is achieved by owners and residents continuously showing respect and consideration for the rights of other persons lawfully on the property of Fleur de Lys. Compliance with these Rules, respect and general consideration by owners and residents therefore greatly assist in achieving a happy community amongst themselves. We wish to welcome you to Fleur de Lys!*



1. KEEPING OF ANIMALS, REPTILES AND BIRDS (“Pet(s)”):

- (1) The owner or occupier of a section must not, without the Trustees' written consent, which may not be unreasonably withheld or denied, keep any animal, reptile or bird in a section or on the common property.
- (2) An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the Trustees' consent to keep that animal in a section and to accompany it on the common property.
- (3) The Trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a section or on the common property.
- (4) The Trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3).
- (5) *Application to keep any pet(s) must be made in writing to the Trustees. Each application will be treated individually on its own merit, taking into account the particular situation pertaining to an application. The Trustees may request an introduction to the pet(s) in question.*
- (6) *Permission for keeping dogs and cats will be given subject to the following conditions:*
- (a) *All dogs and cats must be sterilized, provided that the Trustees may under exceptional circumstances waive compliance with this provision subject to such further terms and conditions as the Trustees may, in their sole discretion, impose.*
- (b) *No more than 2 (two) dogs or cats or alternatively 1 (one) dog and 1 (one) cat may be kept in one unit.*
- (c) *Certificates, issued by a veterinary surgeon, regarding sterilization and immunization against rabies, distemper and cat flu, or any other sickness that the Trustees may stipulate from time to time, must accompany an application to keep pets.*
- (d) *These certificates must be renewed and resubmitted annually.*
- (7) *Cats and dogs may not roam about the common property, but should be kept under control, and dogs, kept on a leash when roaming the common property.*
- (8) *Pet droppings must immediately be removed by the owner of the pet(s).*
- (9) *Owners of pet(s) must make arrangements for the proper care of their animals whenever they are away from home.*
- (10) *Control over dogs and cats:*
- (a) *The owner of a dog or cat is urged to provide it with a collar with the name, telephone number and address of such an owner clearly affixed thereon or thereto.*
- (b) *No person shall keep a dog or cat:*
- (i) *which is wild, dangerous or fierce; or*
- (ii) *which to such an extent barks, whimpers, screams or howls or has such habits,*



as to cause disturbance or nuisance.

(11) If more than 1 (one) justifiable written complaint is received regarding a particular pet, the Trustees will request an interview with the owner(s) of the pet, during which a reasonable and fair solution to the problem will be sought. If the owner refuses to attend the interview or if, after the interview, the problem has not been resolved within a reasonable time, the pet must, on written instruction from the Trustees, be removed from the premises within 10 (ten) days.

(12) The Body Corporate may engage in action to provide facilities for pet(s), to mitigate the offensive effects of a particular pet, to control pet(s) or to eradicate vagrant pet(s) on the premises. The costs of these actions may be recovered from the owner of the relevant pet.

2. REFUSE AND WASTE DISPOSAL:

(1) The owner or occupier of a section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.

(2) Unless the Body Corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the Trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the Body Corporate for the purpose.

(3) The owner or occupier of a section must—

(a) move the refuse receptacle referred to in sub-rule (2) to places designated by the Body Corporate for collection purposes at the times designated by the Body Corporate and promptly retrieve it from these places; and

(b) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.

(4) *An owner or occupier of a section shall-*

(a) *maintain in an 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 authorized or allocated by the Body Corporate;*

(b) *ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;*

(c) *for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Body Corporate;*

(d) *when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a).*

(5) *Refuse and refuse containers must be hygienic and dry and placed within or otherwise just outside the service courtyard.*



- (6) *Plastic bags containing refuse for removal should be placed close to the garage gates of each unit before **06:00am** on the day specifically designated for collection. Refuse must be neatly packaged to prevent unpleasant odours. Cans and other containers must be free of liquids.*
- (7) *Refuse may not be left for removal over weekends, public holidays or any other days except those days allocated by the Body Corporate.*
- (8) *Refuse and waste must be handled in strict compliance with the requirements of the City Council. Fragments of glass, for example, must be wrapped in a double layer of newspaper.*
- (9) *No cigarette butts or other articles shall be thrown out of windows or onto or left on the common property.*
- (10) *Kitchen or other waste shall not be put into or washed down sewerage or drainage pipes. Each owner shall be responsible for the clearing of blocked drainage pipes of his own unit. Where any blockage is caused to drains and sewerage pipes on common property, the owner responsible shall be liable for the costs of clearing same.*
- (11) *No owner or resident shall leave any of his property, of whatever description, or refuse in entrances, passages or anywhere on the common property.*
- (12) *For the purpose of this Rule, "Refuse" is considered to be **household refuse** and waste. Garden refuse, such as grass, branches and weeds are to be dumped at the designated area. Building rubble and any other rubble must be removed by the owner or resident at his own costs.*
- (13) *Unserviceable furniture, garden furniture, garden equipment, washing machines, toys, medium and large cardboard and wooden boxes, etc., are not regarded as **household refuse**. Owners and residents must remove these items from the property themselves. It may not be left on the common property.*
- (14) *Neither owners nor their tenants may hoard material or items within their sections or exclusive use areas which in the opinion of the Body Corporate may constitute a health or fire hazard or the like to other occupants or sections within the complex.*

3. VEHICLES:

- (1) *The owner or occupier of a section must not, except in a case of emergency, without the written consent of the Trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that section or a parking bay allocated for visitors' parking.*
- (2) *A consent under sub-rule (1) must state the period for which it is given.*
- (3) *The Body Corporate may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle, boats, trailers, etc. parked, standing or abandoned on the common property without the written consent of the Trustees.*
- (4) *Owners and residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property failing which the owner or resident shall*



without delay clean the common property to the satisfaction of the Trustees.

- (5) *No owner or resident shall be permitted to dismantle or effect major repairs to any vehicle, boats, trailers, etc. on any portion of the common property, an exclusive use area or in a section.*
- (6) *No parking is allowed on the common property without the written consent of the Trustees, except:
 - a) *when goods are loaded or off-loaded or when minor repairs, maintenance or installation are performed, in which case such activities shall be carried out immediately after parking, and the vehicle shall be removed immediately on the completion of the task. Drivers of such vehicles must obey instructions of the Trustees to ensure that their vehicles are parked so as not to cause an obstruction on the common property.**
- (7) *No vehicle, boat, trailer, etc. shall be parked in such a manner as to obstruct access to the common property or any parking bay or any garage of other occupiers. Vehicles, boats, trailers etc. so parked shall be considered abandoned and shall be removed at the cost and risk of the owner or driver concerned. Costs of legal action relating to the above shall be for the account of the offender.*
- (8) *Vehicles shall only be washed parallel to and against the garages of the resident's own unit and on the express condition that this area be kept clean and tidy at all times. Refuse and other waste materials such as cigarette butts shall be removed.*
- (9) *Vehicles, motor cycles and bicycles shall not be driven on the common property at a*

speed as designated by the signage boards in the complex.

- (10) *Hooters or similar warning devices shall not be used on the common property, except in an emergency situation or when trying to prevent an accident.*
- (11) *Parking bays, which have been marked in white paint, are mainly intended for the use of visitors and not for occupiers.*
- (12) *Unroadworthy vehicles, motor cycles, caravans and trailers may only be kept within garages or on common property designated by the Trustees.*
- (13) *Bicycles, tricycles, roller skates, skate boards, caravans, trailers, boats or any such item, shall not be left on the common property without the written consent of the Trustees.*
- (14) *Garages, although forming part of a unit, may only be used for its intended purpose and may not be used for any purposes which may restrict the parking of vehicles. Owners must at all times park their vehicles in their garages and keep their garage gates closed. It is recorded that there are no additional designated parking bays on common property for the use of owners or residents.*

4. DAMAGE TO COMMON PROPERTY:

- (1) *The owner or occupier of a section must not, without the written consent of the Trustees, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.*
- (2) *An owner or occupier of a section must be considered to have the Trustees' consent to install a locking or safety device to*



protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built provided it is consistent with a design, colour, style and materials approved in writing by the Trustees.

- (3) The owner or occupier of a section must keep a device installed under sub-rule (2) in good order and repair.
- (4) *The owner or resident shall not place anything, or do anything, on any part of the common property, including the areas reserved for exclusive use: namely balconies, patios, verandas and gardens which, in the discretion of the Trustees, exercised reasonably, will be aesthetically unpleasant or undesirable when viewed from outside their unit.*
- (5) *An owner or resident shall not under any circumstances undertake any of the following improvements or additions, alterations or structural changes to the exterior façade of the units without having obtained the prior written consent of the Trustees:*
 - (a) *The exterior façade of any unit shall not be painted or treated in any other manner.*
 - (b) *No external entrances to a unit shall be changed or extended.*
 - (c) *No permanent decoration or attachment other than the number of a unit may be affixed to the outside of a unit.*
 - (d) *No notice, advertisement, or billboard of any description shall be attached to the façade of the unit or exhibited on any part of the common property.*
- (6) *No air-conditioning units or energy-saving or power generating devices (including but not limited to generators) may be installed without the prior written approval and consent of the Trustees and upon such reasonable conditions as the Trustees may impose concerning amongst others its installation, location, specification and use.*
- (7) *No form of barrier or obstruction shall be left or placed on any walkway or part of the common property.*
- (8) *No individual TV disk and/or radio antenna may be placed on the roof or against the walls of a unit without the prior written consent of the Trustees and subject to such reasonable conditions as the Trustees may impose concerning its installation, location and specification.*
- (9) *Burglar alarms may be installed in units, provided that they are maintained in a serviceable condition and that it does not create a nuisance as a result of constant false alarms. The Trustees must be informed of such an installation for record purposes. Only one signage board in front and one signage board at the back of a unit, indicating that an alarm system is present, may be displayed. This sign may not be larger than 21 x 30 cm and shall be placed at an appropriate place at the unit. The signage board is to be removed when the affiliation with the alarm company is terminated.*
- (10) *Fire-fighting equipment, for example water-hoses, shall be used for no other purpose than that for which it was installed. Fire-hoses may not be used to wash cars with, for watering gardens or any other private use other than extinguishing a fire. Should an owner or*



resident break the seal of such a hose, it will be responsible for the replacement of it.

(11) **FLOOR TILES AND OTHER SURFACES:**

No owner or resident shall at any time drag any item or object across any floor, thoroughfare, doorway or paved area of the common property unless such item or object is placed on thick mats, sacks, or tarpaulins in order to prevent damaging or defacing such floors, passages, doorways or paved areas.

(12) **ELECTRICAL INSTALLATIONS AND MUNICIPAL EQUIPMENT ON THE COMMON PROPERTY:**

Owners or occupiers shall not tamper with or repair any of the above-mentioned electrical installations and municipal equipment on the common property. Defects must be reported to the Trustees forthwith.

(13) *Owners, residents or visitors damaging or littering the common property shall be held responsible for affecting the required repairs and cleaning and, if necessary, the resultant cost shall be recovered from such an owner, resident or visitor.*

5. APPEARANCE OF SECTION AND EXCLUSIVE USE AREA:

(1) The owner or occupier of a section must not, without the written consent of the Trustees, make a change to the external appearance of the section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the section or the common property.

(2) The owner or occupier of a section must not—

(a) erect washing lines on the common property;

(b) hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme; or

(c) display a sign, notice, billboard, *flags, banners* or advertisements or such other article if *such* article is visible from another section or the common property, or from outside the scheme.

(3) *No owner or resident shall deface or remove notices affixed to the common property by the Body Corporate or any authorised representative of the Body Corporate.*

6. STORAGE OF FLAMMABLE MATERIALS:

(1) Subject to sub-rule (2), the owner or occupier of a section must not, without the written consent of the Trustees, store a flammable substance in a section or on the common property unless the substance is used or intended for domestic purpose use.

(2) This rule does not apply to the storage of fuel or gas in—

(a) the fuel tank of a vehicle, boat or engine; or

(b) a fuel or a gas cylinder kept for domestic purposes.

7. FIREARMS:

No firearms including pellet/bee bee or paint ball guns or any similar device eg. bow and arrow and



atapults, may be discharged on common property or within an exclusive use area, unless required for self defence purposes.

8. BEHAVIOUR OF OWNERS, OCCUPIERS AND VISITORS IN SECTIONS AND ON COMMON PROPERTY:

- (1) The owner or occupier of a section must not create noise or cause a nuisance or disturbance likely to interfere with the peaceful enjoyment of another section or another's peaceful enjoyment of the common property.
- (2) The owner or occupier of a section must not obstruct the lawful use of the common property by another.
- (3) The owner or occupier of a section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with, or cause a nuisance or disturbance to the peaceful enjoyment of another section or another's peaceful enjoyment of the common property.
- (4) The owner or occupier of a section is obliged to comply with these Rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

9. ERADICATION OF PESTS:

- (1) The owner of a section must keep the section free of wood-destroying insects, including white ants and borer beetles.
- (2) The owner or occupier of a section must allow the Trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and

replace damaged woodwork and other materials.

- (3) The Body Corporate must recover the costs of the inspection and eradication referred to in sub-rule (2) from the owner of the section.

10. LITTERING:

An owner or resident shall not deposit, throw, or permit or allow to be deposited, thrown or permitted, on the common property and/or exclusive use areas, e.g. courtyards, etc., any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

11. LETTING OF UNITS:

- (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 Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.*
- (2) *Non-resident owners must keep the Trustees informed of particulars of the agent/s, if any, entrusted with letting his unit.*
- (3) *Non-resident owners or their agents must promptly and at all times keep the Trustees informed of all the particulars concerning their tenants (name, identity number, contact number) before they occupy a unit, who such persons are, and when they occupy or vacate a unit. This ensures orderliness on the common property, and also enables the Body Corporate to determine who enters the common property and who may use the facilities on the common property.*
- (4) *Non-resident owners must ensure that their agents are kept informed of their own obligations towards the Body Corporate in terms of these Rules and that their agents will*



only accept tenants who will ensure that any lease or sale agreement pertaining to its unit includes a copy of these Rules.

(5) *Non-resident owners shall ensure that their tenants and the persons referred to in sub-rule (11)(3) are acquainted with and fully understand and observe the Prescribed Conduct and Management Rules.*

(6) *Owners, their agents and tenants are obliged to abide by the municipal bye-laws regulations and directives and those of any other regulatory authority issued from time to time, especially those with regard to water usage and the abuse thereof.*

12. VISITORS, EMPLOYEES, WORKERS AND CONTRACTORS:

(1) *Owners and residents are fully responsible for the behavior of their visitors, employees, workers and contractors on the common property and must ensure that the requirements of the law, and these Rules are understood, respected and observed.*

(2) *Non-resident owners are liable for the actions and behavior of:*
(a) *their tenants or any other person occupying the unit;*
(b) *the visitors of their tenants or the visitors of any occupant of the unit.*

(3) *No one is allowed to live on the common property of the complex or in the common property areas for exclusive use of the owners or residents.*

(4) *For safety and security reasons, all domestic staff must be identifiable to owners and residents pursuant to and as set forth in prevailing current practice at the time.*

(5) *With a view to security and to curbing theft, owners and occupiers are requested to notify the Trustees in good time when repairs are to be affected to their units by outsiders or when goods are to be collected or delivered.*

(6) *The Trustees reserve the right to refuse outsiders entry into common property if the owners or occupiers have not advised them of such entry in good time.*

(7) *Work by contractors shall be done during reasonable hours and precautions shall be taken to ensure a minimum of noise and disturbance.*

(8) *Owners and residents undertaking or commissioning such work shall take adequate precautions for the protection of the common property and its facilities.*

(9) *Workers contravening these Rules may be refused access to the common property.*

(10) *Owners and residents undertaking or commissioning such work shall be responsible for the observance of these Rules and cleaning up of the common property after each work session and complete cleaning on completion of the work.*

(11) *Care shall be taken throughout that tools, equipment and materials do not spoil or stain the common property while work is in progress. Should it not be possible to store equipment and material out of sight after hours, such items shall be stored neatly in a place designated by the Trustees on prior arrangement.*

(12) *Should the common property be left untidy after completion of the work, cleaning will be done by or on behalf of the Body Corporate and for the account of the resident who had commissioned the work.*



13. ACTIVITIES ON COMMON PROPERTY:

- (1) *No owner or resident shall cause any nuisance or disturbance, nor shall he allow that any such nuisance or disturbance be caused on the common property by his visitors or employees. Furthermore, no owner or occupier shall in any way interfere with the activities of the employees of the Body Corporate.*
- (2) *Reasonable silence, so as not to cause any nuisance or disturbance to an owner or resident, shall be maintained at all times and particularly:*
 - *Everyday between 22:00pm and (to) 07:00am; and*
 - *Over weekends.*
- (3) *Radios, television sets and musical instruments shall be used in such a manner that such use does not cause a nuisance or disturbance to any other owner or occupier.*
- (4) *Parents shall exercise such control over their children that the common property is not damaged and that they do not cause a nuisance or disturbance.*
- (5) *Owners and occupiers shall take care that their children specifically do not tamper with the following items and fittings on the common property: Electrical switches, fire hoses, water taps, signboards, trees, plants, ornaments, garden tools as well as any other installations on the common property.*
- (6) *Ball games or similar games, roller skating, riding bicycles or skate boards or such other items shall only be permitted on the common property at the parents own risk and supervision and are subject to the conditions of sub-rule (13)(4).*

14. GARDENS AND LAWN:

- (1) *Owners and residents may not plant, pick, damage or remove any plants on or from the common property. They may only do so within the area for their exclusive use.*
- (2) *Owners and residents are invited to submit recommendations to the Trustees regarding the planning and cultivation of the gardens on the common property.*
- (3) *Trees and shrubs with root systems that may endanger the foundations of buildings, e.g. rubber plants, may not be planted within 5 (five) meters from any wall. Should problems arise these plants will be removed at the owner's expense.*
- (4) *Every owner and occupier is responsible for maintaining the neat appearance of its exclusive garden area. Garden furniture must at all times appear neat and well maintained, especially when visible to the public or from other units, for common purposes.*
- (5) *Water taps, except borehole taps for garden use purposes, on the common property may only be used by the Trustees or the employees of the Body Corporate and not by owners and occupiers.*

15. COMMERCIAL ACTIVITIES:

- (1) *No industry, occupation, profession or trade or commercial activity, shall be conducted on the common property.*
- (2) *No auctions or jumble sales may be held on the common property.*
- (3) *No industry, occupation, profession or trade or commercial activity, which causes any inconvenience, nuisance or disturbance to other owners or residents, may be conducted within an exclusive use area or unit. No*



billboards or advertisements relating to any industry, occupation, profession or trade, or commercial activity, may be displayed on any exclusive use area, unit or on common property.

- (4) *Any costs of legal action relating to or enforcing of the above shall be for the account of the offender, albeit the owner, resident or visitor.*

16. SWIMMING POOL AREA:

(1) *The swimming pool and the surrounding area are for the exclusive use of owners and residents and their visitors. Visitors to the pool must be accompanied by their resident host. Owners and residents shall limit the number of guest to avoid them monopolizing these facilities. The Body Corporate reserves the right to restrict the use of the facilities by visitors.*

(2) *Good manners and respect for the rights of others are prerequisites for the enjoyment and the facilities by all. Owners and residents are responsible for the behaviour and actions of their visitors. It is expected that all those who make use of the facilities shall practice good manners, personal hygiene, water safety procedures and shall keep the pool enclosure and facilities clean and tidy at all times. Littering is strictly prohibited at the pool enclosure.*

(3) *Children under 12 (twelve) years of age within the pool enclosure must be under the active supervision of a person no younger than 16 (sixteen) years.*

(4) *No glass objects or glass bottles are allowed in the pool enclosure.*

(5) *No pets, bicycles, tricycles, skateboards, roller skates, etc., are allowed in the pool enclosure.*

(6) *The only access to the pool enclosure is through the gate provided. This gate must be kept closed at all times.*

(7) *Unnecessarily loud noise, including radios, record players or swearing, is not permitted in the pool enclosure. Reasonable silence shall be maintained as set forth in sub-rule 13(2).*

(8) *No ball games are allowed in the pool enclosure.*

(9) *Barbeques and the preparation of food are prohibited in the pool enclosure unless the prior written approval of the Trustees' is obtained, which approval may be upon such reasonable conditions as the Trustees may impose.*

(10) *Alcoholic beverages are not allowed in the pool enclosure.*

(11) *Owners, residents and their visitors use the pool and pool area at their own risk and the Body Corporate does not accept any liability for injuries, death or theft resulting from such use by any person.*

17. SUGGESTIONS:

The Trustees would welcome any suggestion for the improvement of the management, look and feel of Fleur de Lys. Suggestions should be submitted in writing to the Trustees for consideration.

18. COMPLAINTS:

Owners and residents are encouraged to first endeavour to settle any compliant amicably between themselves. However, should problems still persist and not be settled between the Parties involved, they should be brought to the attention of the Managing Agents. All complaints must be in writing and should be submitted to the Managing Agents.



19. SUNDRY PROVISIONS:

- (1) *Gardeners and cleaners employed by the Body Corporate may not be engaged by owners or occupiers for private work between 07:00am and 16:00pm on working days without specific authorization by the Trustees. Only the relevant Trustees may issue an instruction to employees of the Body Corporate.*
- (2) *In the event of damage of whatever nature being caused to the common property by an owner, its family, its tenants, its visitors or its pet(s) or the pet(s) of its family, tenants or visitors, the owner shall be liable to compensate the Body Corporate for the repair of such damage.*

20. ENFORCEMENT OF THE RULES AND PROVISIONS OF THE ACT:

- (1) *In the event of a member failing to effect payment of levies or any other amount due to the Body Corporate, the Body Corporate shall proceed with legal action and/or an application to the Community Schemes Ombud Service, in their sole discretion. Any costs of legal action relating to the aforesaid shall be for the account of the offender.*
- (2) *In the event of a contravention of any of these Rules or the rules of the Body Corporate, the Body Corporate shall be entitled to apply to a Court with competent jurisdiction for an appropriate interdict, alternatively to proceed with an application to the Community Schemes Ombud Service for appropriate relief, in their sole discretion. Any costs of legal action relating to the aforesaid shall be for the account of the offender.*
- (3) *Owners and residents are referred to the provisions of the Management Rules, which inter alia entitle the Body Corporate to claim all reasonable costs, inclusive of attorney and*

*client costs, collection commission and costs incurred by the Body Corporate for collection of arrear levies or other overdue amounts to the Body Corporate or for the due enforcement of these Rules, the Management Rules or provisions of the **STSM Act**.*

- (4) *The Trustees are authorised to collect a water consumption deposit from owners or occupiers of units, the amount of which shall be determined by the Trustees from time to time.*

In summary:

Infringing these Rules may result in one or more of the following actions being taken by the Body Corporate or its representatives serving written notice on you:

- Addressing of the infringement by the Trustees at the owner's/resident's cost and/or expense;*
- Penalties imposed on levies pursuant to and as set forth in prevailing current practice at the time;*
- Any other appropriate (legal or relief) action to enforce these Rules at the discretion of the Body Corporate or its representatives.*

21. GOOD NEIGHBOURLINESS AND CO-OPERATION:

In amplification of what is stated in the introduction paragraph the Trustees appeal to each owner and resident to respect its neighbors and co-residents and give your full and wholehearted co-operation thereby ensuring the effective management of Fleur de Lys and a harmonious environment for all the residents.

22. OVERCROWDING:

- (1) *A unit may not be occupied by more than 2 (two) adults per bedroom.*
- (2) *The Body Corporate reserve the right, in their own discretion, to charge an additional levy upon an owner who allows his unit to be*



occupied by more than the prescribed number of occupants.

- (3) *The levy charged in this regard will be reviewable annually by the members in general meeting.*

23. BUILDING ALTERATIONS, EXTENSIONS TO SECTIONS BOTH INTERNAL AND EXTERNAL AND TO EXCLUSIVE USE AREAS:

- (1) *The following content in no way contradicts, abrogates, diminishes the requirements of Management Rules, which must be complied with in its entirety.*

- (2) *Where owners wish to make alterations, extensions or add structures to their sections or exclusive use areas both internal and external, they are advised to first discuss their proposals with the Trustees. The Trustees are in a position to give valuable insight into what is required, provide references to existing examples of approved works, along with access to some plans of sections. It is likely that such a discussion/meeting will expedite matters for owners and save unnecessary costs.*

- (3) *Where the proposed alterations to the section or exclusive use areas requires a Unanimous Resolution, Special Resolution or Ordinary Resolution, the Trustees will assist in this regard, to the extent they will provide advice and information as to procedures where a special general meeting is required, call such a meeting in terms of **STSM Act**, circulate the relevant documentation to members of the Body Corporate and run the said meeting. The relevant paperwork must be provided by the owner.*

- (4) *Where the owner elects to seek Body Corporate approval by way of 'the round-robin principle', then the collection of the required signatures will be the responsibility of the owner or his/her duly authorized agent.*

- (5) *Where a special general meeting is requested by the owner for an individual approval matter the costs of such meeting will be for the owner's account. Where more than one application is to be considered at a meeting, costs will be apportioned on a pro-rata basis amongst the applicants.*

- (6) *Owners would be well advised to discuss their proposals with their adjoining owners to ensure their proposals do not infringe on the privacy of adjoining owners or create any other meaningful inconvenience.*

- (7) *Information required to formulate the relevant approval documentation:*

- (a) *A motivation for the need and nature of the proposed alteration or addition.*
(b) *Plans clearly indicating the proposed alteration improvement envisaged.*
(c) *Details of the materials to be used.*
(d) *Certification from a suitably qualified professional ie architect, engineer that the proposed alterations/improvements will not adversely affect the integrity of the section or adjoining sections in any way.*
(e) *Where relevant detail of any support structures (beams etc) required to be fitted and a certificate of a suitably qualified person as to the efficacy thereof.*
(f) *The approximate cost of the alterations, improvements and method of financing where relevant.*
(g) *Before submitting plans to Tshwane Municipality, plans must first be approved by the Body Corporate. All works must comply with South African National Building Regulations SANS 10400.*
(h) *No building works may commence until written approval has been given by the Trustees on behalf of the Body Corporate. The Trustees may not issue such approval until all conditions precedent have been met or agreed to by the owner.*



(i) All external building works must be completed within 6 (six) months of the commencement date. Thereafter the Trustees, at their sole discretion, may impose penalties as they deem fit.

(j) Owners must provide their own toilet facilities for their contractors.

(k) No contractors will be permitted to sleep overnight on the premises.

BY ORDER: TRUSTEES