

Annexure H

CONDUCT RULES

in terms of section 35(2)(b) of the Sectional Titles Act, No 95 of 1986)

**OF THE BODY CORPORATE OF THE
POLO VILLAGE SECTIONAL TITLE SCHEME**

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1. Preliminary

- (1) These Rules shall be read in conjunction with the Estate Rules of the VDVHOA. In the event of conflicting provisions in These Rules and the Estate Rules of the VDVHOA, the Estate Rules shall take precedence.
- (2) These Rules shall not be added to, amended or repealed except in accordance with section 35(2)(b) of the Act, and subject to the provisions of section 35(3) and (5) of the Act and with the written consent of the Trustees of the VDVHOA.

2. Binding nature of These Rules and the Estate Rules

- (1) The provisions of These Rules, the management rules, the provisions of the Act and the Estate Rules and the duties of an Owner in relation to the use and occupation of his Section and the Common Property shall be binding on the Owner and the Occupier of his Section, and on the Invitees of the Owner or the Occupier.
- (2) It shall be the duty of the Owner to ensure compliance with These Rules, the management rules, the provisions of the Act and the Estate Rules by the Occupiers of his Section, and by the Invitees of the Owner or the Occupier.
- (3) The VDVHOA shall control access to the Estate and the use of the common property and facilities of the VDVHOA. Owners and Occupiers shall abide by the Estate Rules, failing which penalties may be imposed by the VDVHOA.

3. Interpretation

In the interpretation of These Rules, unless the context otherwise indicates:

- (1) 'All Alterations' means the alterations to, attachments, additions and devices to the Common Property and/or to the exterior of a building and Structural Alterations in terms of conduct rule 10.
- (2) 'Building' means a building in the Scheme.
- (3) 'Common Property' means the land included in the Scheme and such parts of the building or buildings as are not included in a Section and including the Exclusive Use Areas.
- (4) 'Contractor' means any artisan, builder, electrician, plumber or other person appointed by or on behalf of an Owner or Occupier to perform work to his Section and/or the Common Property, including the employees and/or sub-contractors of the Contractor, provided that an Owner or Occupier shall only engage a Contractor that has been approved by the VDVHOA.
- (5) 'Directives' means any directives which may be issued by the Trustees in terms of These Rules.
- (6) 'Estate Rules' means the Estate Rules of VDVHOA, the Estate Rules Transgression Chart (ERT), the Building Rules and Regulations (BRR), the Gatehouse Enrolment & Indemnity Form, the Gym Terms & Conditions and any other regulations prescribed in terms of the Constitution, but excluding the Architectural Guidelines of the VDVHOA which shall not apply to the body corporate.
- (7) 'Exclusive Use Area' means a part or parts of the Common Property for the exclusive use by the Owner or Owners of one or more Sections.
- (8) 'Heavy axle' means an axle the wheels of which are fitted with tyres of a size (bead seat diameter) greater than 406,4 millimetres (16 inches), or an axle with more than two (2) wheels irrespective of tyre size, but excluding any axle of a motorcycle, a motor tricycle or a motor car.
- (9) 'Heavy vehicle' means a Motor Vehicle with at least one heavy axle and/or any vehicle which is principally designed or adapted for the conveyance of persons exceeding sixteen (16) in number.
- (10) 'Motor car' means a Motor Vehicle, other than a motorcycle or a motor tricycle, designed or adapted solely or principally for the conveyance of persons not exceeding sixteen (16) in number, but excluding any vehicle with an axle with more than two (2) wheels irrespective of tyre size.

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- (11) 'Motorcycle' means a Motor Vehicle that has two wheels and includes any such vehicle having a side-car attached thereto.
- (11) 'Motor tricycle' means a Motor Vehicle, other than a motorcycle with a side-car, which has three wheels and which is designed to be driven by means of the type of controls usually fitted to a motorcycle.
- (12) 'Motor Vehicle' means an entity comprising of one or more mechanically/electrically powered units with or without any trailer(s) physically joined by means of tow bars, tow ropes or mechanical articulation, and includes, inter alia a motorcycle, a motor tricycle, a motor car, a golf cart, a vehicle which has pedals and a mechanically/electrically powered unit as an integral part thereof or attached thereto and which is designed or adapted to be propelled by means of either such pedals or such mechanical/electrical unit or both; and a light delivery vehicle (a bakkie).
- (13) 'Nuisance' means any conduct, act, omission or condition which, in the opinion of the Trustees, is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of, or which adversely affects the safety of an Owner or Occupier, having regard to the reasonableness of the activities in question in the Section or on the Common Property and the impact which result from these activities, and the noise related to these activities.
- (14) 'Renovations' means an internal redecoration or refurbishment of the existing décor or interior of a Section, including the replacement, removal or creation of internal fittings such as kitchen- and other cupboards, sanitary ware and floor coverings.
- (15) 'Section' means a section shown as such on the sectional plans of the Body Corporate.
- (16) 'Structural Alteration' means an alteration which is of a permanent nature and which alters the form, structure or essential framework of a building on the inside or outside thereof, and the following shall be regarded as a Structural Alteration:
 - (a) the removal, reconstruction and/or construction of a floor (concrete slab), wall or ceiling of a Section or a part of such floor (concrete slab), wall or ceiling, including the drilling into of any concrete slab;
 - (b) alterations to the pipes, wires, cables and ducts in respect of a Section and/or the Common Property;
 - (c) the removal, reconstruction and/or construction of a building or building improvement in respect of a Section and/or the Common Property;
 - (d) the enclosing or partial enclosing of a balcony, terrace, garden or yard;
 - (e) the extension of the boundaries or floor area of a Section;
 - (f) the subdivision of a Section;
 - (g) the destruction of a Section or a part thereof; and
 - (h) the consolidation of two or more Sections.
- (17) 'VDVHOA' means the Val de Vie Winelands Lifestyle Estate Homeowners' Association.
- (18) 'These Rules' means these conduct rules.
- (19) The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of These Rules.
- (20) Words and expressions to which a meaning has been assigned in the Act, the management rules and/or These Rules shall bear the meaning so assigned to them.
- (21) Words importing:
 - (a) the singular number only shall include the plural, and the converse shall also apply;

- (b) the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders;
 - (c) a reference to natural persons shall also include partnerships, trusts and juristic persons and the converse shall also apply; and
- (22) When any number of days is prescribed in These Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
- (23) If any provision in a definition in These Rules is a substantive provision conferring rights or imposing obligations on any of the Owners or Occupiers then, notwithstanding that it is only in the definition clause of These Rules, effect shall be given to it as if it were a substantive provision in the body of These Rules.

4. Directives

The Trustees may from time to time issue directives in terms of These Rules to disclose further information with reference to These Rules and the practical application of the rules. The directives may contain conditions imposed by the Trustees in terms of These Rules, application forms prescribed by the Trustees in respect of These Rules, amounts of penalties determined by the Trustees in terms of These Rules and any other information which the Trustees want to disclose to the Owners and Occupiers with reference to These Rules.

5. Written consent of the Trustees

- (1) Whenever the written consent of the Trustees is required in terms of These Rules, application for such consent must be made in writing and the applicant must furnish the Trustees with all the information, details and documentation as may be required by them from time to time. The written consent of the Trustees in terms of These Rules or the withdrawal thereof shall be in such format as the Trustees shall from time to time determine.
- (2) The Trustees may attach reasonable conditions to their consent. The Trustees may summarily withdraw their consent in the event of non-compliance with any of their conditions. When withdrawing their consent, the Trustees shall notify the Owner or Occupier in writing and provide him with reasons for their decision.

6. Prohibition against the keeping of animals, reptiles or birds

- (1) An Owner or Occupier shall not keep any animal, reptile or bird in a Section or on the Common Property, provided that only one small dog or one cat may be allowed per Section and provided further that the consent in writing of the Trustees has been obtained, which approval may not unreasonably be withheld. For the purpose of this rule, a small dog is a dog with a height of 20 centimetres when fully-grown, measured from the floor to the shoulder of the dog and shall exclude any bull breeds including but not limited to Staffordshire Terriers, Pitbulls, Bull Dogs, American Pitt Bulls and Bull Terriers.
- (2) When granting their consent in terms of sub-rule (1) above, the Trustees may prescribe any reasonable conditions. The Trustees may from time to time prescribe further reasonable conditions pertaining to the keeping of animals, reptiles or birds, provided that they should do so in writing in their Directives.
- (3) The following requirements shall be regarded as conditions imposed by the Trustees under sub-rule (2), without detracting from the Trustees' discretion to impose further conditions:
 - (a) Dogs shall only be allowed on the Common Property if controlled on a leash;

- (b) Owners and Occupiers must remove their dog's excrement from the Common Property and Exclusive Use Areas and suitably discard it, failing which the Trustees may effect such removal at the cost of the applicable dog owner, and/or impose a fine.
 - (c) Owners and Occupiers shall ensure that their animals do not cause a noise, nuisance or disturbance to other Owners or Occupiers.
 - (d) All female pets must be spayed and male pets must be neutered.
- (4) The Trustees may withdraw their approval in the event of breach of any condition upon which the Owner or Occupier must remove the animal from the Section and the Common Property.
 - (5) Visitors or guests are not allowed to bring any animals, reptiles or birds onto the premises, to the Section or the Common Property.
 - (6) The feeding of wild life or wild birds is prohibited in a Section and on the Common Property.

7. Refuse disposal

- (1) An Owner or Occupier shall:
 - (a) maintain in a hygienic and dry condition, a refuse bin within his Section or on such part of the Common Property as may be authorized by the Trustees in writing;
 - (b) for the purpose of having refuse removed, place his refuse bags in the refuse bins in the refuse area as may be directed by the Trustees;
 - (c) ensure that refuse is securely wrapped in suitable, strong refuse bags and, in the case of tins or other containers, ensure that they are completely drained before being deposited into a refuse bin in the refuse area; and
 - (d) support any recycling initiative that may be introduced by the Trustees, by placing all recyclable refuse in the containers that may be provided for this purpose.
- (2) No refuse bags or refuse bins may be placed or left on the Common Property contrary to sub-rule (1).

8. Parking of vehicles

- (1) Owners and Occupiers shall only park their Motor Vehicles on the Exclusive Use Areas (parking bays) owned or rented by them and may authorise their Invitees to park their Motor Vehicles on their Exclusive Use Areas (parking bays), provided that no trailer, horse box, caravan, truck, boat or any heavy vehicle on any parking bay and provided further that a golf cart may only be parked in a basement parking bay and not on an open parking bay.
- (2) A parking area may only be used for the purpose of parking a Motor Vehicle, and no other object may be placed or stored on a parking area. A Motor Vehicle may also not covered by a protective cover in any parking area.
- (3) Subject to sub-rules (1) and (2), no Owner or Occupier shall park or stand a Motor Vehicle, trailer, horse box, caravan, truck, boat or any heavy vehicle upon the Common Property, or permit or allow any Motor

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Vehicle, trailer, horse box, caravan, truck, boat or any heavy vehicle to be parked or stood upon the Common Property, without the written consent of the Trustees.

- (4) Invitees of Owners or Occupiers and Contractors, employees or Invitees of the Body Corporate may temporarily park their vehicles on the visitors' parking bays, if available on the Common Property, subject to the conditions imposed from time to time by the Trustees. Owners and Occupiers shall not park their vehicles on the visitors' parking bays without the written consent of the Trustees.
 - (5) The parking bays which are reserved for disabled persons, may only be used by disabled persons, subject to the conditions imposed from time to time by the Trustees.
 - (6) No Motor Vehicle may be parked in a manner which obstructs the movement of pedestrians or other vehicles on the Common Property or which impedes the use of another parking area.
 - (7) The Trustees may cause any Motor Vehicle, trailer, horse box, caravan, truck, boat or any heavy vehicle which is parked, stood or abandoned on the Common Property contrary to These Rules or without the written consent of the Trustees, to be removed or towed away or the wheels of the Motor Vehicle, trailer, horse box, caravan, truck, boat or any heavy vehicle to be clamped. The Trustees may determine the release fee which is to be paid for the release of the Motor Vehicle, trailer, horse box, caravan, truck, boat or any heavy vehicle and any other charge which is to be paid to recover the costs of the process.
 - (8) Owners and Occupiers shall ensure that their Motor Vehicles and the Motor Vehicles of their Invitees do not drip oil or brake fluid onto any parking area or any part of the Common Property or in any other way deface the Common Property. The Owner of the Section will be responsible for the cost of removal of any oil, petrol, diesel or brake fluid spilt onto his parking area or on a part of the Common Property and the costs of any repairs that may be necessary to the area concerned.
 - (9) No Owner or Occupier shall be permitted to dismantle or effect repairs to any Motor Vehicle in any parking area, in any Section or on any part of the Common Property.
 - (10) Motor Vehicles may only be washed in designated wash bays.
 - (11) Owners and Occupiers shall adhere to the speed limit and shall keep proper lookout for other Motor Vehicles and pedestrians when driving their Motor Vehicles on the Common Property. Motor Vehicles may not travel at speeds in excess of 20 kilometres per hour on any part of the Common Property.
 - (12) No person may drive a Motor Vehicle on any part of the Common Property, in a manner which is considered as dangerous, reckless or negligent. No Motor Vehicle may be driven on the Common Property by any person who does not possess a valid driver's license.
 - (13) Owners and Occupiers shall not use their Motor Vehicles in such a manner which causes a nuisance to other Owners or Occupiers. In particular motor radios may not be heard outside Motor Vehicles and the hooters of Motor Vehicles may not be sounded on the Common Property, except in the event of an immediate imminent danger or in an emergency. Motor Vehicles may not be driven on the Common Property with the head lights on bright.
 - (14) No person may sleep or reside in any Motor Vehicle or caravan or horse box on any parking area or on any part of the Common Property.
- 9. Damage, alterations, attachments, additions to and/or devices to be attached to the Common Property and/or to the exterior of a building, Renovations to Sections, Structural Alterations to Sections and/or the Common Property, and maintenance**

Damage, alterations, attachments, additions to and/or devices to be attached to the Common Property and/or to the exterior of a building

- (1) An Owner or Occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the Common Property or the exterior of a building, without first obtaining the written consent of the Trustees and the VDVHOA.
- (2) Notwithstanding sub-rule (1), an Owner or person authorised by him, may install:
 - (a) any locking device on the inside of a door or window of a Section; or

- (b) any screen or other device inside his Section to prevent the entry of animals or insects:

Provided that the Trustees and the VDVHOA have first approved the nature and design of the device and the manner of its installation.

- (3) An Owner or Occupier shall not construct or erect any radio aerial, television aerial, satellite dish, communication equipment, glass panel, photovoltaic panel, panel of a solar geyser, air conditioner, solar heating system, blind shade cover, canopy, awning or any other attachment, addition or device, to or on any part of the Common Property or any part of the exterior of a building, including on a terrace, balcony, yard or garden without the written consent of the Trustees and the VDVHOA, and their approval of the nature, design, the manner and place of installation of the attachment, addition or device.
- (4) To obtain the written consent of the Trustees and the VDVHOA in terms of sub-rules (1), (2) and (3), the Owner shall apply to the Trustees in writing. The application shall be accompanied by sufficient plans and specifications that explain the nature, design, shape, size, material, colours and place of installation of the proposed alteration, attachment, addition or device. The Trustees and the VDVHOA may grant their consent, or refuse such consent, in which case the Trustees and the VDVHOA must give reasons for their refusal. The Trustees and the VDVHOA may attach reasonable conditions to their consent.

Renovations to Sections

- (5) An Owner shall comply with the following provisions regarding Renovations to his Section:
- (a) An application to proceed, with specifications, time frame and if, applicable, a sketch plan of the proposed Renovations must be submitted to the Trustees, to obtain their consent to proceed.
- (b) The Trustees shall convey their written consent to proceed within twenty eight (28) days of receipt of the application. The Trustees may attach reasonable conditions to their written consent.

Structural Alterations to Sections and/or the Common Property

- (6) An Owner shall comply with the following provisions regarding Structural Alterations to his Section and/or the Common Property:
- (a) An application, together with plans of the proposed Structural Alterations and any other additional documents that may be required by the Trustees or the VDVHOA, must be submitted to the Trustees.
- (b) A deposit, as required by the Trustees, must be paid to the Body Corporate, to cover the Body Corporate should any damage occur to the Common Property during construction or should there be any expenditure for the Body Corporate as a result of construction of the Structural Alteration.
- (c) A submission fee and/or scrutiny fee must be paid to the Body Corporate and/or the VDVHOA, if required.
- (7) Upon receipt of the application, the Trustees and the VDVHOA must consider the application and must advise the Owner or applicant, should they require any further documentation or information. If considered necessary by the Trustees, they may:
- (a) request the Owner to furnish them with a report by a structural engineer advising that the proposed Structural Alterations will not detrimentally affect the structural integrity of the building; and/or
- (b) consult with an architect, engineer, legal advisor or other professional consultant regarding the proposed Structural Alterations and recover the costs of the consultation from the Owner of the Section, provided that the consultation is arranged with his prior knowledge.
- (8) If the Trustees and the VDVHOA are satisfied that the proposed Structural Alterations are aesthetically acceptable and do not impair the structural integrity or harmonious appearance of the building/s, for the purposes of which the Trustees and VDVHOA shall be the sole judge and their decision shall be final and binding on the Owner, the Trustees and VDVHOA may grant their written consent to the Owner and they may approve the relevant plans. The Trustees and VDVHOA may attach reasonable conditions to their

consent. If the Trustees and/or the VDVHOA refuse/s their consent, they shall give reasons for their refusal.

- (9) Once the Trustees and the VDVHOA have approved the plans, the Owner shall submit the plans to the Local Authority for approval, where applicable. Once the Local Authority has approved the plans, a copy of the approved plans must be submitted to the Trustees to obtain their consent to proceed with the Structural Alterations.
- (10) If required in terms of the Act, the Owner shall obtain the authorisation of the members of the Body Corporate for the Structural Alterations. The members of the Body Corporate may impose reasonable conditions when granting their authorisation.
- (11) An Owner shall comply with the following provisions regarding construction of the Structural Alterations in respect of a Section and/or the Common Property:
 - (a) The Owner must engage suitably qualified or experienced Contractors, especially in respect of plumbing-, electrical and waterproofing work, and suitably qualified or experienced architects, builders and/or structural engineers in respect of the proposed Structural Alterations.
 - (b) The Owner or his Contractors must take out appropriate insurance for the duration of construction, if required by the Trustees.
 - (c) The Owner and his Contractors must adhere to the provisions of the Occupational Health and Safety Act, No. 85 of 1993, where applicable.
 - (d) The Owner and his Contractors must make provision for fire prevention and shall ensure that the safety of Owners and Occupiers are not compromised.
 - (e) The Owner and his Contractors must comply with the requirements of the Local Authority and the regulations to the National Building Regulations and Building Standards Act, No. 93 of 1977, as amended, where applicable and any other relevant legislation and regulations.
 - (f) The Owner shall ensure that the structural integrity of the building is not compromised.
 - (g) Upon completion of the Structural Alterations, the Owner shall notify the Trustees, who shall arrange for an inspection and the issue of a compliance certificate by the VDVHOA, before refunding the deposit (without interest) to the Owner, subject to any deductions that may be made for costs and damages in terms of These Rules.
- (12) If required in terms of the Act, the Owner shall ensure that the Structural Alteration is registered in the Deeds Registry.

Provisions applicable to All Alterations in terms of this rule

- (13) An Owner shall comply with the following provisions regarding All Alterations in terms of this rule:
 - (a) An Owner shall comply with the relevant provisions of the Constitution and the Guidelines and the conditions prescribed by the Trustees, the Body Corporate and/or the VDVHOA.
 - (b) An Owner shall ensure that the harmonious appearance of the buildings is not compromised. All doors, windows and other external fittings being installed must conform in outward appearance to, or be of a similar standard and appearance as, such items generally installed elsewhere in the buildings.
 - (c) An Owner shall perform the work between 08h00 to 17h00 on Mondays to Fridays and during specific hours that may be authorised by the Trustees, but not on Saturdays, Sundays or on public holidays. No work is allowed outside these hours, except emergency repairs.
 - (d) The Common Property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds.
 - (e) The electricity supply of the Body Corporate may only be used with the consent of the Trustees and subject to payment of the costs of such usage.

- (f) The work must be performed with the minimum of discomfort, disturbance, obstruction or nuisance to other Owners or Occupiers and shall complete the work as soon as possible within the timeframe specified by the Trustees, if any.
 - (g) The Owner shall ensure that his Contractors and/or other workers comply with the provisions of These Rules.
- (14) The Owner accepts responsibility and shall be liable to the Body Corporate (or to other Owners, as the case may be) for any damage caused by him or by his Contractors or other workers to the Common Property (or to other Sections) and indemnifies the Body Corporate against such damage or any claims arising therefrom. If an Owner or his Contractors or workers damage/s the Common Property during construction, the Trustees may appoint an independent Contractors to repair the damage and recover the costs of repairs from the applicable Owner. The Trustees may also utilise the deposit paid by the Owner (if any) to defray the costs of repairs.
- (15) Should any work commence before the Trustees and the VDVHOA have granted their consent, or should the scope of work be materially changed, the Trustees or the VDVHOA may instruct the Owner or his Contractors to stop the work until the necessary authorization to continue with the work has been granted by the Trustees.

Maintenance

- (16) An Owner shall repair and maintain the alterations, attachments, additions or devices in respect of his Section or the Common Property in a state of good repair at his own expense. If an Owner fails to repair and maintain the alterations, attachments, additions or devices in a state of good repair and any such failure persists for a period of 30 (thirty) days after written notice 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 thereof from such Owner. This provision is also binding upon an Owner's successor/s in title.
- (17) An Owner shall repair and maintain his Section (including the pipes, wires, cables and ducts in his Section and used in connection with the enjoyment of his Section) in a state of good repair as required by section 44(1)(c) of the Act. If an Owner fails to repair or maintain his Section in a state of good repair and any such failure persists for a period of 30 (thirty) days after written notice given by the Trustees or the managing agent on their behalf, the Body Corporate shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner.

10. Appearance from outside

An Owner or Occupier shall not place or do anything on any part of the Common Property or of a Section, including on balconies, terraces, yards and gardens, which, in the discretion of the Trustees or the Trustees of the VDVHOA, is aesthetically displeasing or undesirable when viewed from the outside of the Section, or which is in contravention of Guidelines of the Body Corporate.

11. Signs and notices

- (1) No Owner or Occupier shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or of a Section, including on balconies, terraces, yards or gardens, so as to be visible from outside the Section without the written consent of the Trustees and the Trustees of the VDVHOA.
- (2) Only the 'For Sale' sign of an accredited Agent may be displayed on a part of the Common Property or of a Section, provided that the Trustees and the Trustees of the VDVHOA have first approved the sign and the placement thereof.

12. Littering

An Owner or Occupier shall not deposit, throw, or permit or allow to be deposited or thrown, on any part of the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever, nor shall items be thrown onto neighbouring balconies, terraces, gardens or yards adjacent or below.

13. Laundry

An Owner or Occupier shall not hang any washing or laundry or any other items on any part of the Common Property, or of a Section, including on balconies or terraces so as to be visible from outside the Section.

14. Storage of inflammable material and other dangerous acts

- (1) An Owner or Occupier shall not store any material, or do or permit or allow to be done, any other act in a 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 or which will or may lead to the insurance policy of the Body Corporate being suspended or cancelled or rendered void.
- (2) If an Owner or Occupier contravenes sub-rule (1), the Owner shall be liable to the Body Corporate for any damage arising from the contravention.
- (3) No gas installation may be installed in respect of a Section or on the Common Property without the prior written consent of the Trustees, and subject to compliance with their conditions.

15. Braaiing on terraces, yards and gardens

- (1) Only smokeless or gas braai devices may be used by Owners and Occupiers to braai on their balconies, terraces, yards or gardens, provided that no hazard or nuisance is caused to other Owners or Occupiers and that braai equipment is stored out of sight when not in use.
- (2) No wood fires are permitted on balconies, terraces, yards or gardens and Owners and Occupiers are not permitted to use Weber type braais, charcoal burners or similar braai devices.

16. Letting of Sections, parking and related matters

- (1) All tenants of Sections and other persons granted rights of occupancy by any Owner of the relevant Section are obliged to comply with These Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- (2) Owners shall ensure that These Rules and the conditions contained in the other documents are incorporated into their lease agreements as an annexure thereto and as a term of the contract, including that the breach of These Rules shall automatically constitute a breach of the lease agreement, and will entitle the Owner and/or lessor to terminate the lease agreement by written notice to that effect to the tenant. An Owner and/or lessor shall be obliged to terminate his lease agreement by written notice to that effect to his tenant upon receipt of a written notice by the Trustees requiring termination of the lease agreement, provided that the decision and request of the Trustees must be reasonable in the circumstances.
- (3) An Owner or tenant, who lets, sub-lets or otherwise grants occupation of a Section, whether gratuitously or not and irrespective of the lease period, shall comply with the following provisions and shall ensure compliance thereto by his letting agent:

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- (a) A written lease agreement must be concluded with the tenant;
 - (b) Copies of the Conduct Rules and the other documents must be attached to and be incorporated into the lease agreement as a provision of the lease agreement;
 - (c) The following provisions must be incorporated into the lease agreement:
 - (i) The tenant hereby acknowledges that the Val de Vie Polo Village Sectional Title Scheme is a residential scheme and that he and the Occupiers of the apartment will be bound by the provisions of the Conduct Rules of the Val de Vie Polo Village Body Corporate and the Estate Rules of the Val de View Winelands Lifestyle Estate Homeowners' Association.
 - (ii) The tenant further acknowledges that the Trustees have the power to impose penalties in respect of contraventions of the Conduct Rules and that other remedies are available to the Body Corporate in terms of the Conduct Rules.
 - (iii) The tenant hereby agrees that a breach of the Conduct Rules will automatically constitute a breach of the lease agreement and will entitle the Owner and/or lessor to terminate the lease agreement by written notice to that effect to the tenant. The tenant further acknowledges that the Owner and/or lessor shall be obliged to terminate the lease agreement by written notice to that effect to the tenant, upon receipt of a written notice by the Trustees requiring such termination, provided that the decision and request of the Trustees must be reasonable in the circumstances.
 - (d) Copies of the Conduct Rules and the Estate Rules must be placed inside the leased Section at a prominent position.
 - (e) No Owner or tenant or his letting agent may give occupation of the Section to any person until all the provisions of sub-rules (a) to (d) above have been complied with.
 - (f) A copy of the lease agreement must be submitted to the Trustees or the managing agent upon their request.
- (4) Owner/s shall ensure that no tenant/s or other Occupier is allowed occupancy of a Section unless such tenant/s has been approved by the VDVHOA. The proposed tenants will be required to complete an application form provided by the VDVHOA and to submit a copy of his/her identity document and/or passport and submit him/her for fingerprints to be taken by the Security Manager of the VDVHOA and/or his delegate for the purpose of doing a criminal and/or background check.
- (5) Owners shall ensure that their Agents comply with the provisions of These Rules, failing which they will be precluded from letting out apartments in the Scheme.
- (6) Offending Agents and tenants will be blacklisted by the Body Corporate and their details will be circulated to all Letting Agents and Security to ensure that offenders cannot return or conclude further leases in respect of Sections in the Scheme.
- (6) Whilst the Scheme is residential in nature, with specific requirements and attributes and subject to specific rules and provisions, and Owners are prohibited from using their Sections or Exclusive Use Areas in a manner or for such purpose as shall cause a nuisance to any Occupier of a Section, the Body Corporate recognizes the need of its members to have assistance from competent and informed Agents. For this purpose the VDVHOA are authorised to formulate a policy for the accreditation of Agents in respect of the Scheme and to introduce accreditation procedures for gents and to grant accreditation to Agents who comply with their requirements.
- (7) An Owner or tenant shall only appoint an Agent, accredited by the VDVHOA, to secure a prospective tenant of his unit.
- (8) Notwithstanding anything to the contrary contained herein, an Owner of an Exclusive Use Area shall only be entitled to rent out his Exclusive Use Area to an Owner or Occupier of a Section in the Scheme or to the Body Corporate.

17. Use and occupancy of Sections

- (1) Owners and Occupiers shall primarily use their residential Sections for residential purposes.
- (2) No auctions or jumble sales may be held in any Section or on the Common Property.
- (3) No door to door canvassing and/or selling are permitted.
- (4) The number of persons who may reside in any Section at any time shall not exceed two (2) persons per bedroom plus one (1). For clarity, not more than five (5) persons may reside in a Section which consists of two (2) bedrooms. The number of bedrooms in a Section shall be determined by reference to the approved building plans. A bedroom shall not include a kitchen, bathroom, terrace, balcony, lounge or living area, or any other area or room which has been converted into a bedroom. The Trustees may, in their sole discretion, decide what constitutes a bedroom for purposes of this rule.
- (5) Burglar alarms in respect of sections must be in a sound working condition and comply with the regulations of the VDVHOA. Related sirens must be silent to the outside environment and may not disturb neighbours. Armed response service providers are limited to the onsite security response team. Outside armed response will not be effective as they would have to go through an enrolment process each time they enter the Estate.

18. No 'time-sharing' or related subdivision of interest in Sections

- (1) Owners may participate in the Rental Pool operated by the Hotel Operator and/or its administrator.
- (2) No Owner shall subdivide or partition any Section or any part thereof. In particular, no Owner shall, in any manner whatsoever embark upon a time-sharing or share block scheme in respect of any Section or part thereof by way of marketing, leasing, selling or in any other form or method of alienation. In particular, no Owner shall dispose of an undivided share in his Section, the effect of which disposal being that the person acquiring such undivided share shall be entitled to the exclusive use of that Section for a recurrent period of time annually or any other recurrent period of time. No form of 'time-sharing' shall be permitted in respect of any Section in the Scheme, either directly or indirectly, irrespective of whether such 'time-sharing' be on the basis of a sale or other form of disposal, or on the basis of a share block under the Share Blocks Control Act, or by the promotion of a 'club' with occupation rights to the club members in respect of the relevant Section periodically or for interrupted periods during any one year, or otherwise.
- (3) Subject to the provisions of These Rules and the management rules, no form of limited occupation rights shall be allowed in respect of a Section, except for the common law rights of limited occupation known by the legal expressions '*usus*', '*habitatio*', '*usufruct*' and '*fideicommissum*' or a lease agreement for a fixed period.

19. Eradication of pests

An Owner shall keep his Section free of rats, mice, lice, cockroaches, 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 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 the inspection, eradicating any such pests as may be found within the Section and replacement of any woodwork or other material forming part of such Section that may be damaged by any such pests shall be borne by the Owner of the Section concerned.

20. Use of the Common Property

- (1) An Owner or Occupier or his visitors or guests shall use and enjoy the Common Property and the common amenities in such a manner so as not unreasonably to interfere with the use and enjoyment thereof by other Owners or Occupiers.
- (2) No animal, poultry or any living thing may be slaughtered in any Section or part of the Common Property.
- (3) No smoking is allowed on any portion of the Common Property within the building. Smoking inside apartments and on balconies is strongly discouraged.

- (4) Owners and Occupiers shall not leave obstructions to the vehicular- or pedestrian traffic on the Common Property.
- (5) Owners and Occupiers shall ensure that they do not damage the Common Property garden and flower beds. No trees, plants or shrubs may be planted on the Common Property without the consent of the Trustees. Trees and shrubs may not be pruned and trees, plants and shrubs may not be removed from the Common Property without the consent of the Trustees.

21. Use of the Swimming pool

- (1) The swimming pool is used at the sole risk of the user.
- (2) The swimming pool shall exclusively be for the use of Owners and Occupiers and may only be used by visitors or guests, if accompanied by the Owner or Occupier, subject to the reasonable conditions imposed from time to time by the Trustees.
- (3) The swimming pool may not be used by children under the age of 12 years unless accompanied by an adult.
- (4) The swimming pool and swimming pool area may be used between 07h00 and 22h00.
- (5) The access gate to the swimming pool area must be locked at all times. Access to the swimming pool area may only be obtained via the access gate.
- (6) Owners, Occupiers and their visitors or guests shall use and enjoy the swimming pool and surrounding area in such a manner as not to unreasonably interfere with the use and enjoyment thereof by other Owners and Occupiers.
- (7) Only conventional swimwear must be worn in the pool area. Swimming or sunbathing in the nude or semi-nude is not allowed.
- (8) The use of glass and/or glass containers in the swimming pool and surrounds pool is strictly prohibited.
- (9) No persons under the influence of alcohol or drugs shall be allowed in the pool area. Parties, drinking and unruly behaviour is prohibited. No alcohol is to be consumed in the pool area.
- (10) Any noise at the swimming pool and enclosure must be contained and Owners and Occupiers must ensure that no disturbance is caused to other Owners or Occupiers. No games are allowed in the pool area.
- (11) Radios, compact disc players, tape recorders and any other suchlike items emitting sound (use with earphones is permissible), and musical instruments, are not permitted to be used or played within the pool area.
- (12) Litter and refuse (including cigarette butts) must be deposited in the containers provided for this purpose.
- (13) The swimming pool area and braai facilities must be left in a clean and neat condition after use. No towels, toys, furniture, braai equipment, braai wood, ash or litter may be left in the area after use thereof.
- (14) The Trustees may request any person who fails to adhere to These Rules to immediately leave the area and facilities.
- (15) No unauthorised person is allowed to tamper with, change or set the pool pump, Kreepy Krauly or other pool cleaner or pool equipment.
- (16) No animals are allowed in the pool area.
- (17) No braaing is allowed in the pool area.

22. Nuisance

- (1) An Owner or Occupier shall not use his Section or Exclusive Use Area or permit it to be used in such a manner or for such purpose as shall cause a nuisance to any other Owner or Occupier or an invasion of his or their privacy.
- (2) Owners and Occupiers shall particularly between 23h00 and 07h00 every day and between 14h00 and 16h00 on Saturdays, Sundays and Public Holidays maintain quietness in their Sections and on the Common Property and at all other times shall limit noise to a minimum.
- (3) All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of the Trustees.
- (4) No hobbies or other activities may be conducted on the Common Property which causes a nuisance to other Owners and Occupiers, including remotely controlled drones, with or without photographic equipment.
- (5) Skateboards, roller skates, roller blades, scooters and the like may not be used on the Common Property. No ball games may be played on the Common Property.
- (6) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a Section or on the Common Property.
- (7) No firearms, air guns or pellet guns may be discharged in a Section or on the Common Property, except in self-defence and related purposes.
- (8) No hawkers, beggars or people looking for work may be allowed on the Common Property.
- (9) In the event of a noise or nuisance being caused in a Section or on the Common Property, the Trustees may:
 - (a) call on the Owner to remedy the situation, and/or
 - (b) if they consider it necessary in the circumstances, request the Owner to terminate the lease agreement and to evict the tenant, and/or
 - (c) call on the VDVHOA and their Security to deactivate the tenant's finger print, provided that alternative access by the tenant must be possible and/or
 - (d) impose a penalty on the Owner of the Section in terms of Conduct Rule 28, and/or
 - (e) pursue any other appropriate legal remedy.

23. Procedure for lodging complaints

- (1) Should an Owner or Occupier be disturbed by another Owner or Occupier or the Invitees of an Owner or Occupier, which disturbance and/or nuisance is deemed as unreasonable and/or continuous, the aggrieved Owner or Occupier must contact Security, to enable them to:
 - (a) record the incident;
 - (b) take the necessary action to ensure that the offending party immediately desists with the identified disturbance;
 - (c) contact the Owner of the Section whose Occupier is creating a disturbance or nuisance; and
 - (d) provide the Trustees with a report.
- (2) In the event of a disturbance or nuisance, an Owner or Occupier may also:
 - (a) contact the police for assistance;

- (b) contact the Owner of the apartment he is residing in.

24. Disclaimer

All persons shall enter the Common Property and the buildings, at their own risk and shall make use of the Common Property and facilities at their own risk. No person shall have any claim against the Body Corporate of whatsoever nature arising from such use, or for anything which may befall a person during the course of such use, whether caused by human or animal agency, natural phenomena or other occurrence. The Body Corporate shall not be liable for any injury, loss or damage of any description which any person may sustain, physically or to his property, directly or indirectly, when present in a Section or on any portion of the Common Property or when using any of the facilities of the Body Corporate and/or the VDVHOA.

25. Compensation for damages

If an Owner or Occupier or any invitee of an Owner or Occupier causes damage to the Common Property, the Owner shall be liable to the Body Corporate for the damage caused and for the costs of repairs.

26. Written notices

- (1) A written notice in terms of These Rules must be in such format as the Trustees may from time to time prescribe.
- (2) A written notice will be regarded as having been properly delivered, if:
 - (a) delivered to the Owner by hand, in which event it shall be regarded as having been received on the date of delivery, or
 - (b) delivered by registered post to the Owner to his domicilium citandi et executandi, in which event it shall be regarded as having been received on the 4th day after the date of posting, or
 - (c) delivered by fax or e-mail to the Owner, in which event it shall be regarded as having been received on the date of transmittal.

27. Contravention of These Rules, the management rules or the Act

- (1) If an Owner or Occupier or the Invitees of an Owner or Occupier contravene/s These Rules, the management rules or the Act, the Trustees shall be entitled, without prejudice to the other rights or remedies which the Body Corporate may have in law, or in terms of the Act, any other act, the management rules or These Rules, including to claim compensation for damages, to:
 - (a) enter the Section, Exclusive Use Area and/or the Common Property to take such action as may be reasonably required to remedy the contravention and hold the Owner of the Section liable for the costs incurred in this regard; and/or
 - (b) bring a court application for a suitable order; and/or
 - (c) institute arbitration proceedings; and/or
 - (d) apply to the applicable Ombud for a suitable order, as soon as the Ombud Service is in operation; and/or
 - (e) institute mediation proceedings or expert intervention; and/or
 - (f) impose a penalty on the Owner of the Section in terms of Conduct Rule 28.
- (2) Aforesaid provisions may, where applicable, also be applied to Occupiers of Sections.

28. Imposition of penalties

- (1) If the conduct of an Owner or Occupier or the Invitees of an Owner or Occupier constitute/s a nuisance in the opinion of the Trustees, or a contravention of a provision of the Act, the management rules or These Rules, the Trustees may, without prejudice of the other rights or remedies available in terms of These Rules:

- (a) By written notice inform the Owner of the Section of the nuisance or contravention and warn the Owner that if he, or the Occupier fail/s to remedy the contravention and/or if he or they persist/s in such conduct or contravention, a penalty will be imposed on the Owner of the Section; and
 - (b) If notwithstanding the 7 (seven) days' written notice given by the Trustees in terms of sub-rule (1)(a), the Owner or the Occupier of the Section fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the Owner of the Section, which notice shall state the reasons for the imposition of the penalty; or
 - (c) Summarily and without warning, by written notice impose a penalty on the Owner, which notice shall state the reasons for the imposition of the penalty.
- (2) The penalty imposed under sub-rule (1)(b) or (1)(c) above, shall become due on the date of the written notice and must be paid within 30 (thirty) days of the date of the written notice. Should the penalty remain unpaid it may be added to the Owner's levy statement and may be recovered from the Owner of the Section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- (3) The Trustees shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the Trustees at a general meeting.
- (4) A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- (5) An Owner may within 30 (thirty) days of the date of the written notice in terms of sub-rule (1)(b) or (1)(c), submit an objection, with a motivation, against the penalty imposed, to the Trustees.
- (6) Upon receipt of the objection, the Trustees may:
 - (a) Withdraw or reduce the penalty; or
 - (b) Schedule a Trustees' meeting (hearing) for the purpose of considering the objection and invite the Owner to attend the meeting, and/or to be represented at the meeting.
- (7) At the Trustees' meeting (hearing) referred to in sub-rule (6)(b) above, the Owner and/or his representative shall have the right to:
 - (a) Present his case;
 - (b) Present any evidence, including the calling of witnesses, to substantiate his case;
 - (c) Cross-examine any person called as witness in support of the charge;
 - (d) Have access to documents produced in evidence; and
 - (e) Produce mitigating factors.
- (8) The failure of the Owner charged or his representative to attend the Trustees' meeting referred to in sub-rule (6)(b) shall not render the proceedings at the meeting void. Should the Owner or his representative not attend the Trustees' meeting without providing a reasonable request for postponement, the Trustees may, in their sole discretion, continue with the Trustees' meeting and consider the objection in the absence of the Owner.
- (9) Upon the conclusion of the Trustees' meeting, the Trustees shall deliberate the evidence and if so resolved, they may:
 - (a) Uphold the penalty; or

- (b) Withdraw or reduce the penalty.
- (10) Should the Owner not agree with the decision of the Trustees in terms of sub-rule (9) the Owner may request, without prejudice of the other rights or remedies which may be available in terms of the Act or the rules or in law:
 - (a) that the Trustees refer the matter to a general meeting of the members for their decision, without prejudice to any other rights or remedies, which the Owner may have in law, or in terms of the Act or the management rules, and/or
 - (b) that the matter be referred for arbitration proceedings in terms of management rule 71.

29. Legal costs and other costs

- (1) An Owner shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Body Corporate in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such Owner to the Body Corporate in terms of These Rules, or in enforcing compliance with These Rules.
- (2) Any costs incurred by the Trustees in terms of These Rules, shall be regarded as a levy and may be added to the levy account of the specific Owner, who was/is liable for the costs in terms of the rules, and may be recovered from the Owner as a levy debt, with interest at the rate applicable to arrear levies.

30. Relaxation of rules

No indulgence or relaxation in the application of These Rules shall constitute a precedent, waiver or consent, or prevent the enforcement thereof by the Trustees.

Annexure H**MANAGEMENT RULES***in terms of section 35(2)(a) of the Sectional Titles Act, No 95 of 1986)***OF THE BODY CORPORATE OF THE
POLO VILLAGE SECTIONAL TITLE SCHEME**

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Preliminary, 1 – 3

1. Val De Vie Winelands Lifestyle Estate Home Owners' Association

- (1) The Polo Village Sectional Title Scheme is to be established on land which forms part of the Val de Vie Winelands Lifestyle Estate, which is managed and administered by the Val de Vie Winelands Lifestyle Estate Home Owners Association. The VDVHOA shall be the principal governing body in respect of the Scheme.**
- (2) The body corporate shall be a member of the VDVHOA and all the members of the body corporate shall by virtue of their ownership of units in the scheme ('land units') also be members of the VDVHOA and shall be bound by the provisions of the Constitution of the VDVHOA.**
- (3) The functions and powers of the body corporate shall be assigned to the VDVHOA.**
- (4) The general meetings of the body corporate shall be arranged to precede or to coincide with the general meetings of the VDVHOA. The body corporate and its members shall be represented at general meetings of the VDVHOA by a trustee of the body corporate, who shall exercise the votes of the members of the body corporate on their behalf.**
- (5) Every member of the body corporate shall be liable for levies to the VDVHOA, as determined and apportioned to them in accordance with the Constitution of the VDVHOA. For administrative purposes, the VDVHOA may delegate the function to collect levies due by the body corporate and its members, to the body corporate. Upon the delegation of this function to the body corporate, the body corporate will be responsible to collect the levies due by its members to the VDVHOA and to pay the total amount collected to the VDVHOA. The body corporate may for this purpose include the levies payable to VDVHOA in the body corporate's levy statements.**
- (6) The trustees of the body corporate shall perform the powers and functions of the VDVHOA as may be delegated to them, provided that the VDVHOA may at any time revoke such delegation.**
- (7) These rules and the conduct rules shall be read in conjunction with the Constitution of the VDVHOA. In the event of conflicting provisions in these rules or the conduct rules and the Constitution of the VDVHOA, the Constitution of the VDVHOA shall take precedence.**
- (8) The rules contained in this Annexure shall not be added to, amended or repealed except in accordance with section 35(2)(a) of the Act, and subject to the provisions of section 35(3) and (5) of the Act and with the written consent of the Trustees of the VDVHOA.**

2. Interpretation

In the interpretation of these rules, unless the context otherwise indicates:

- (a) 'Act' means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force thereunder, and subsequent to the date of its coming into effect, the Sectional Titles Schemes Management, 2011 (Act 8 of 2011), as amended from time to time, and any regulations made and in force thereunder. Any reference to a section of the Act herein shall, subsequent to said date, be deemed to be a reference to a corresponding section in the latter Act;**
- (b) 'auditor' means an auditor qualified to act as such under the Auditing Profession Act, 2005 (Act 26 of 2005);**
- (c) 'Constitution' means the Constitution of the VDVHOA, the Estate Rules of VDVHOA, the Estate Rules Transgression Chart (ERT), the Building Rules and Regulations (BRR), the Gatehouse Enrolment & Indemnity Form, the Gym Terms & Conditions and any other regulations prescribed in terms of the Constitution, but excluding the Architectural Guidelines of the VDVHOA which shall not apply to the body corporate;**
- (d) 'Developer' means, jointly and severally, as the context may require:**

- (i) **Elements Development Projects (Pty)Ltd Registration number: 2001/018028/07, a private company duly registered in accordance with the Company Laws of the Republic of South Africa (“Elements”);**
- (ii) **Val de Vie Investments (Pty)Ltd Registration number: 2014/016853/07, a private company duly registered in accordance with the Company Laws of the Republic of South Africa (“Investments”); and/or**
- (iii) **Any related party, interrelated party or subsidiary (as defined in sections 2 and 3 of the Companies Act No 71 of 2008) of Elements and/or Investments carrying out the development from time to time;**
- (e) **‘Estate’ means the Val de Vie Winelands Lifestyle Estate inclusive of the Vineyards, cellar, farms, Val de Vie Polo Village, Hotel, Polo Pavilion, Polo Area and includes all/any extension/s of the Estate approved by the Local Authority upon application by the developer from time to time and ‘Development; shall have a corresponding meaning;**
- (f) **‘electronic communication’ has the meaning set out in section 1 of the Electronic Communications and Transactions Act;**
- (g) **‘Electronic Communications and Transactions Act’ means the Electronic Communications and Transactions Act, 2002 (Act 25 of 2002);**
- (h) **‘Guidelines’ means the building and aesthetic guidelines of the body corporate;**
- (i) **‘Hotel’ shall mean that portion of the Estate to be operated by the Hotel Operator as a luxury hotel & residence;**
- (j) **‘Hotel Operator’ shall mean such international first class hotel and residence operator as the developer may appoint from time to time to operate the Hotel, and which Hotel Operator shall have the sole right to enter into Rental Pool Agreements in respect of the Sections in the Scheme with the owners of the Sections from time to time;**
- (k) **‘invitee’ means a family member, guest, visitor, domestic worker, contractor, service provider, agent of an owner or occupier, including an employee or staff member of an agent, and any invitee or other person present in a section or on the common property at the request of, or on behalf of, an owner or occupier of a section;**
- (l) **‘in writing’ means written, printed or lithographed or partly one and partly the other, and other modes of representing or producing words in visible form, including electronic communication;**
- (m) **‘Local authority’ means the Drakenstein Municipality or its successors in title;**
- (n) **‘occupier’ means the lessee or other occupant of a section;**
- (o) **‘Operator Standard’ means the physical and operational standards that the Hotel Operator and its affiliates use for hotels and resorts under their management. The Operator Standard includes the Hotel Operator’s brand standards and shall be generally consistent with the standards in actual use in hotels and resorts operated by the Hotel Operator with respect to operations, service, furnishings and maintenance, and consistent with the long-term interests;**
- (p) **‘owner’ means the registered owner of a section;**
- (q) **‘present at the meeting’ means to be present in person, or able to participate in the meeting by electronic communication, or to be represented by a proxy or a representative recognized in law who is present in person or able to participate in the meeting by electronic communication, provided that a trustee may not be represented by a proxy at a meeting of the trustees;**
- (r) **‘registered mortgagee’ means any mortgagee of whom the body corporate has been notified in writing as contemplated in section 44(1)(f) of the Act;**

- (s) ‘Rental Pool’ means all apartments in the scheme which are available for renting out to third parties on a short-term basis and/or available to provide temporary accommodation for consideration in terms of agreements similar to the Rental Pool Agreement;
- (t) ‘Rental Pool Agreement’ means an agreement in terms whereof the Hotel Operator is appointed by an owner of a section in the scheme to manage and co-ordinate the renting out of apartments in the scheme in the rental pool;
- (u) ‘Scheme’ means the scheme as defined in the Act, known as the Polo Village sectional title scheme;
- (v) ‘these rules’ means these management rules and ‘rule’ shall have a corresponding meaning;
- (w) ‘trustee’ includes an alternate trustee;
- (x) ‘VDVHOA’ means the Val de Vie Winelands Lifestyle Estate Homeowners’ Association;
- (y) if any provision in a definition in this rule is a substantive provision conferring rights or imposing obligations on any member, then, notwithstanding that it is only in the definition in this rule, effect shall be given to it as if it were a substantive provision of these rules;
- (z) the annexures to these rules are deemed to be incorporated in and form part of these rules;
- (aa) words and expressions to which a meaning has been assigned in the Act, shall bear the meanings so assigned to them;
- (bb) words importing:-
 - (i) the singular number only shall include the plural, and the converse shall also apply;
 - (ii) the masculine gender shall include the feminine, and neuter genders; and the neuter gender shall include the masculine and feminine genders;
- (cc) the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

3. *Domicilium Citandi et Executandi*

- (1) The trustees shall from time to time determine the address constituting the *domicilium citandi et executandi* of the body corporate as required by section 37(1)(m) of the Act, subject to **the written consent of the trustees of the VDVHOA** the following:
 - (a) such address shall be situated in the magisterial district in which the scheme is situated and shall be **the address of the VDVHOA** or the address of the chairman or other resident trustee duly appointed in general meeting or in the magisterial district in which the offices of any duly appointed managing agent are situated being the address of such managing agent;
 - (b) no change of such address shall be effective until written notification thereof has been received by the registrar;
 - (c) the trustees shall give notice to all owners **and to the VDVHOA** of any change of such address.
- (2) The *domicilium citandi et executandi* of each owner shall be the address of the section registered in his name: Provided that such owner shall be entitled from time to time to change the said *domicilium* but that any new *domicilium* selected shall be situated in the Republic, and that the change shall only be effective on receipt of written notice thereof by the body corporate at its *domicilium*.

Trustees of the Body Corporate, 4 - 14

4. General

- (1) The number of trustees shall be determined from time to time by the members of the body corporate in general meeting, provided that there shall not be less than two trustees.
- (2) With effect from the date of the establishment of the body corporate, all owners shall be trustees who shall hold office until the first general meeting of the members of the body corporate as contemplated in rule 50(1) whereupon they shall retire but shall be eligible for re-election.
- (3) The chairman of the trustees referred to in rule 4(2) shall be the developer concerned or his nominee, who shall hold office until the general meeting referred to in the said rule, when he shall retire as a trustee and as chairman, but shall be eligible for re-election in terms of rule 18.

5. Qualifications

A trustee or alternate trustee shall not be required to be an owner or the nominee of an owner who is a juristic person, in order to qualify for office as a trustee: Provided that-

- (a) the majority of the trustees are owners, nominees of owners that are juristic persons or spouses of owners; and
- (b) the managing agent or any of his or her employees or an employee of the body corporate may not be a trustee unless he or she is an owner.

6. Election

The trustees shall be elected at the first annual general meeting and thereafter at each subsequent annual general meeting, and shall hold office until the next succeeding annual general meeting, but they shall be eligible for re-election, if so nominated.

7. Nominations

Nominations by owners for the election of trustees at any annual general meeting shall be given in writing, accompanied by the written consent of the person nominated, so as to be received at the *domicilium* of the body corporate not later than 48 hours before the meeting: Provided that trustees are also capable of being elected by way of nominations with the consent of the nominee given at the meeting itself should insufficient written nominations be received to comply with rule 4(1): Provided further that no nomination or appointment as trustee, of a person in breach of rule 64(a) or 64(b), may be made or accepted.

8. Vacancy in Number

The trustees may fill any vacancy in their number. Any trustee so appointed shall hold office until the next annual general meeting when he shall retire and be eligible for re-election as though he had been elected at the previous annual general meeting.

9. Alternate Trustees

- (1) The trustees may appoint another person, whether or not he be the owner of a unit, to act as an alternate trustee during the absence or inability to act of a trustee.
- (2) An alternate trustee shall have the powers and be subject to the duties of a trustee.
- (3) An alternate trustee shall cease to hold office if the trustee whom he replaces, ceases to be a trustee, or if the alternate's appointment is revoked by the trustees.

10. Remuneration

- (1) Unless otherwise determined by a special resolution of the owners, trustees who are owners shall not be entitled to any remuneration in respect of their services as such: Provided that the body corporate shall reimburse to the trustees all disbursements and expenses actually and reasonably incurred by them in carrying out their duties and exercising their powers.

- (2) The body corporate may remunerate trustees who are not owners at such rate as may be agreed upon between the body corporate and such trustees, and such trustees shall further be entitled to have refunded to them any disbursements and expenses incurred by them in the circumstances envisaged in the proviso to sub-rule (1) of this rule, provided always that an alternative trustee appointed by the trustees, who is not an owner, shall claim his remuneration, if any, from the trustee whom he replaced and not from the body corporate, unless the body corporate has been instructed in writing by such trustee to pay any portion of his remuneration to such alternate trustee.

11. Validity of Acts

Any act performed by the trustees shall, notwithstanding that it is after the performance of the act discovered that there was some defect in the appointment or continuance in office of any trustee, be as valid as if such trustee had been duly appointed or had duly continued in office.

12. Indemnity

- (1)(a) Subject to the provisions of sub-rule (2), every trustee, agent or other officer or servant of the body corporate shall be indemnified by the body corporate against all costs, losses, expenses and claims which he may incur or become liable to by reason of any act done by him in the discharge of his duties, unless such costs, losses, expenses or claims are caused by the mala fide or grossly negligent act or omission of such person.
- (b) It shall be the duty of the trustees to pay such indemnity out of the funds of the body corporate.
- (2) The indemnity referred to in sub-rule (1) shall not apply in favour of any managing agent appointed in terms of rule 46.

13. Disqualification of Trustees

A trustee shall cease to hold office as such-

- (a) if by notice in writing to the body corporate he resigns his office;
- (b) if he is or becomes of unsound mind;
- (c) if he surrenders his estate as insolvent, or his estate is sequestrated;
- (d) if he is convicted of an offence which involves dishonesty;
- (e) if by resolution of a general meeting of the body corporate, he is removed from his office, provided that the intention to vote upon the removal from office has been specified in the notice convening the meeting;
- (f) if he is or becomes disqualified in terms of section 69 of the Companies Act, 2008, from being appointed or acting as a director of a company;**
- (g) if he is in arrears for more than 60 days with any levies and contributions payable by him in respect of his unit or exclusive use area (if any) and if he fails to bring such arrears up to date within 7 days of being notified in writing to do so.

14. Replacement

The body corporate may at a general meeting appoint another trustee in the place of any trustee who has ceased to hold office in terms of rule 13, for the unexpired part of the term of office of the trustee so replaced.

Meeting of Trustees, 15 - 24

15. When to be Held, Notice and Attendance

- (1) Subject to the provisions of sub-rule (2) and (3) hereof, the trustees may give notice convening meetings, meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, **provided that they shall also give notice of their meetings to the VDVHOA.** It shall

not be necessary to give notice of a meeting of trustees to any trustee for the time being absent from the Republic, but notice of any such meeting shall be given to his alternate, if he has appointed one, where such an alternate is in the Republic. **It is sufficient if the notice is transmitted electronically directly to the trustee in a manner and form such that the notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.**

- (2) A trustee may at any time convene a meeting of the trustees by giving to the other trustees, **the VDVHOA**, and all first mortgagees in the circumstances referred to in sub-rule (3) hereof, not less than seven days' written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting: Provided that in cases of urgency such shorter notice as is reasonable in the circumstances may be given.
- (3) Any mortgagee holding first mortgage bonds over units shall, if he so requires of the trustees in writing, be entitled to receive reasonable notice of all meetings of the trustees.
- (4) The nominee of any such first mortgagee shall be entitled to attend and speak at all meetings of the trustees but shall not, in his capacity as such, be entitled to vote thereat.
- (5) An owner shall be entitled to attend and speak at any meetings of the trustees, but shall not in his or her capacity as such, be entitled to vote thereat.
- (6) **Any trustee of the VDVHOA shall be entitled to attend and speak at any meetings of the trustees, but shall not in his or her capacity as such, be entitled to vote thereat.**

16. Quorum

- (1) At a meeting of the trustees, 50 percent of the number of trustees but not less than two, shall form a quorum.
- (2) If the number of trustees falls below the number necessary to form a quorum, the remaining trustee or trustees may continue to act, but only for the purpose of appointing or co-opting additional trustees to make up a quorum or for the purpose of convening a general meeting of owners.

17. Adjournment Due to Lack of Quorum

If at any meeting of trustees a quorum is not present at the meeting within thirty minutes of the appointed time of the meeting, such meeting shall stand adjourned to the next business day at the same time, and the trustees then present at the meeting, who shall not be less than two, shall form a quorum.

18. Election of Chairman

At the commencement of the first meeting of trustees after an annual general meeting, at which trustees have been elected, the trustees shall elect a chairman from among their number, who shall hold office as such until the end of the next annual general meeting of the members of the body corporate and who shall have a casting as well as a deliberative vote, save where there are only two trustees.

19. Removal of Chairman

The trustees at a trustees' meeting or the body corporate at a special meeting, in respect of which notice of the intended removal from office of the chairperson has been given, may remove the chairperson from his or her office.

20. Replacement of Chairman

If any chairman elected in terms of rule 18 vacates his office as chairman or no longer continues in office by virtue of the provisions of rule 19, the trustees shall elect another chairman who shall hold office as such for the remainder of the period of office of the first-mentioned chairman, and who shall have the same rights of voting.

21. Temporary Chairman

If any chairman vacates the chair during the course of a meeting or is not present at the meeting or is for any other reason unable to preside at any meeting, the trustees present at the meeting shall choose another chairman for such meeting who shall have the same rights of voting as the chairman.

22. Voting Rights

All matters at any meeting of the trustees shall be determined by a majority of the votes of the trustees present at the meeting and voting.

23. Disqualification from Voting

A trustee shall be disqualified from voting in respect of any contract or proposed contract, or any litigation or proposed litigation, with the body corporate, by virtue of any interest he may have therein.

24. Round Robin Resolution

A resolution in writing signed by all the trustees for the time being present in the Republic and being not less than are sufficient to form a quorum, shall be as valid and effective as if it had been passed at a meeting of the trustees duly convened and held.

25. General

The duties and powers of the body corporate shall, subject to the provisions of the Act, **the Constitution**, and these rules and to any restriction imposed or direction given at a general meeting of the owners of sections, be performed or exercised by the trustees of the body corporate holding office in terms of these rules.

26. Powers

- (1) Subject to any restriction imposed or direction given at a general meeting of the body corporate **and subject to the provisions of the Constitution**, the powers of the trustees shall include the following:
 - (a) To appoint for and on behalf of the body corporate such agents and employees as they deem fit in connection with-
 - (i) the control, management and administration of the common property; and
 - (ii) the exercise and performance of any or all of the powers and duties of the body corporate;
 - (b) To delegate to one or more of the trustees such of their powers and duties as they deem fit, and at any time to revoke such delegation.
- (2) The trustees may not make loans on behalf of the body corporate to owners of units or to themselves.

27. Signing of Instruments

No document signed on behalf of the body corporate, shall be valid and binding unless it is signed by a trustee and the managing agent referred to in rule 46, or by two trustees or, in the case of a certificate issued in terms of section 15B(a)(3)(i)(aa) of the Act, by two trustees or the managing agent.

28. Statutory and General Duties

- (1) Without detracting from the scope of the additional duties specified in rules 29 to 45, inclusive, and subject to the provisions of such rules **and the provisions of the Constitution**, the trustees shall perform the functions entrusted to them by sections 37 and 39 of the Act.
- (2) The trustees shall do all things reasonably necessary for the control, management and administration of the common property in terms of the powers conferred upon the body corporate by section 38 of the Act.

- (3) The trustees shall do all things reasonably necessary for the enforcement of the rules in force.

29. Insurance

- (1)(a) At the first meeting of the trustees or soon thereafter as is possible, and annually thereafter, the trustees shall take steps to insure the buildings and all improvements to the common property, to the full replacement value thereof, subject to negotiation of such excess, premiums and insurance rates as in the opinion of the trustees are most beneficial to the owners, against-
- (i) fire, lightning and explosion;
 - (ii) riot, civil commotion, strikes, lock-outs, labour disturbances or malicious persons acting on behalf of or in connection with any political organizations;
 - (iii) storm, tempest and flood;
 - (iv) earthquake;
 - (v) aircraft and other aerial devices or articles dropped therefrom;
 - (vi) bursting or overflowing of water tanks, apparatus or pipes;
 - (vii) impact with any of the said buildings or improvements by any road vehicle, horses or cattle;
 - (viii) housebreaking or any attempt thereat;
 - (ix) loss of occupation or loss of rent in respect of any of the above risks;
 - (x) such other perils or dangers as the trustees or any holder of first mortgage bonds over not less than 25% in number of the units in the scheme, may deem appropriate.
- (b) The trustees shall at all times ensure that in the policy of insurance referred to in paragraph (a) above-
- (i) there is specified the replacement value of each unit (excluding the owner's interest in the land):
 - (aa) after the first annual general meeting [but subject to the provisions of subparagraph (cc)] in accordance with the schedule of values as approved in terms of paragraph (c); or
 - (bb) after the first annual general meeting [but subject to the provisions of subparagraph (cc)] in accordance with the schedule of values as approved in terms of paragraph (c); or
 - (cc) as required at any time by any owner in terms of paragraph (d);
 - (ii) any 'average' clause is restricted in its effect to individual units and does not apply to the building as a whole;
 - (iii) there is included a clause in terms of which the policy is valid and enforceable by any mortgagee against the insurer notwithstanding any circumstances whatsoever which would otherwise entitle the insurer to refuse to make payment of the amount insured unless and until the insurer on not less than 30 days' notice to the mortgagee shall have terminated such insurance.
- (c) Before every annual general meeting, the trustees shall cause to be prepared schedules reflecting their estimate of-
- (i) the replacement value of the buildings and all improvements to the common property; and
 - (ii) the replacement value of each unit (excluding the owner's interest in the land), the aggregate of such values of all units being equal to the value referred to in subparagraph (i) above,
- and such schedules shall be laid before the annual general meeting for consideration and approval in terms of rule 56.

- (d) Any owner may at any time increase the replacement value as specified in the insurance policy in respect of his unit: Provided that such owner shall be liable for payment of the additional insurance premium and shall forthwith furnish the body corporate with proof thereof from the insurer.
- (e) The trustees shall, on the written request of a mortgagee and satisfactory proof thereof, record the cession by any owner to such mortgagee of the owner's interest in the application of the proceeds of the policies of insurance effected in terms of rule 29(1)(a).
- (2) At the first meeting of the trustees or as soon thereafter as is possible, the trustees shall take all reasonable steps-
 - (a) to insure the owners and the trustees and to keep them insured against liability in respect of-
 - (i) death, bodily injury or illness; or
 - (ii) loss of, or damage to, property,occurring in connection with the common property, for a sum of liability of not less than one hundred thousand rand, which sum may be increased from time to time as directed by the owners in general meeting; and
- (b) to procure to the extent, if any, as determined by the members of the body corporate in a general meeting, a fidelity guarantee in terms of which shall be refunded any loss of moneys belonging to the body corporate or for which it is responsible, sustained as a result of any act of fraud or dishonesty committed by any insured person being any person in the service of the body corporate and all trustees and persons acting in the capacity of managing agents of the body corporate; and
- (3) The owners may by special resolution direct the trustees to insure against such other risks as the owners may determine.
- (4) The owner of a section is responsible for any excess payment in respect of his or her section payable in terms of a contract of insurance entered into by the body corporate: provided that owners may by special resolution determine that the body corporate is responsible for excess payments in respect of specified damage.

30. Collection of Contributions

It shall be the duty of the trustees to levy and collect contributions from the owners in accordance with the provisions and in the proportions set forth in rule 31.

31. Liability in terms of Section 37(1) and 47 of the Act

- (1) The liability of owners to make contributions, and the proportions in which the owners shall make contributions for the purposes of section 37(1) of the Act, or may in terms of section 47 of the Act be held liable for the payment of a judgment debt of the body corporate, shall with effect from the date upon which the body corporate comes into being, be borne by the owners in accordance with a determination made in terms of section 32(4) of the Act, or in the absence of such determination, in accordance with the participation quotas attaching to their respective sections. **The body corporate shall collect the contributions due by its members to the VDVHOA if so required by the trustees of the VDVHOA.**
- (2) At every annual general meeting the body corporate shall approve, with or without amendment, the estimate of income and expenditure referred to in rule 36 and shall determine the amount estimated to be required to be levied upon the owners during the ensuing financial year.
- (2A) Where the financial year-end and the annual general meeting of a body corporate do not coincide, the budget shall coincide with the financial year of the scheme.
- (3) Within fourteen days after each annual general meeting the trustees shall advise each owner in writing of the amount payable by him or her in respect of the estimate referred to in sub-rule (2), whereupon such amount shall become payable in instalments, as determined by the trustees.

- (4B) The trustees may from time to time, when necessary, make special levies upon the owners or call upon them to make special contributions in respect of all such expenses as are mentioned in rule 31(1) above (which are not included in any estimates made in terms of rule 31(2) above), and such levies and contributions may be made payable in one sum or by such instalments and at such time or times as the trustees shall think fit.
- (5) An owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the body corporate in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such owner to the body corporate **and/or any amounts due and owing by such owner to the VDVHOA**, or in enforcing compliance with these rules, the conduct rules or the Act.
- (6) The trustees shall be entitled to charge interest on arrear amounts at such rate as they may from time to time determine.

32. Record of Rules and their Availability

- (1) The trustees shall keep a complete record of all rules in force from time to time and shall ensure that any amendment, substitution, addition or repeal of such rules (as contemplated in section 35(5) of the Act) is submitted forthwith to the Registrar of Deeds for filing as contemplated in section 35(5)(c) of the Act.
- (2) The trustees shall on the application of-
- (a) an owner of a unit;
 - (b) an occupant of a unit;
 - (c) the prospective purchaser of a unit;
 - (d) the holder of any registered sectional mortgage bond;
 - (e) the managing agent; and
 - (f) **the auditor,**

supply to such person a copy of all rules in force, and may require them to pay a reasonable charge therefore.

33. Improvements to the common property and Removal thereof

Luxurious Improvements

- (1) The trustees may, if the owners by unanimous resolution so decide, effect or remove improvements of a luxurious nature on the common property, **subject to the written consent of the trustees of the VDVHOA.**

Non-luxurious Improvements

- (2)(a) Should the trustees wish to effect or remove any improvements to the common property, other than luxurious improvements referred to in sub-rule (1), they shall first **obtain the written consent of the trustees of the VDVHOA, who may attach conditions to their consent, whereafter they shall** give written notice of such intention to all owners such notice shall-
- (i) indicate the intention of the trustees to proceed with the improvement or removal thereof upon the expiry of a period of not less than thirty days reckoned from the date of posting such notice; and
 - (ii) provide details of the improvement or removal as to-
 - (aa) the costs thereof; and

- (bb) the manner in which it is to be financed and the effect upon levies paid by the owners; and
 - (cc) the need, desirability and effect thereof.
- (b) The trustees shall at the written request of any owner convene a special general meeting in order to discuss and to deliberate upon the proposals contained in the notice referred to in paragraph (a), at which meeting the owners may approve, with or without amendments, such proposals by way of special resolution.
- (c) In the event of such a special general meeting being called, the trustees shall not proceed with their proposals until the holding of such meeting, whereupon they shall be bound by any special resolution ensuing therefrom.
- (3) Notwithstanding the provisions of sub-rules (1) and (2), the trustees shall, if so required in writing by a majority of owners, procure the installation and maintenance in good working order, at the body corporate's cost, of separate meters to record the consumption of electricity, water and gas in respect of each individual section and the common property.
- (4) If and for so long as no separate meters have been installed in terms of sub-rule (3) the contribution payable by each owner in respect of electricity, water and gas shall be calculated in accordance with the provisions of rule 31.

34. Minutes

- (1) The trustees shall-
 - (a) keep minutes of their proceedings;
 - (b) cause minutes to be kept of all meetings of the body corporate in a minute book of the body corporate kept for the purpose;
 - (c) include in the minute book of the body corporate a record of every unanimous resolution, special resolution and any other resolution of the body corporate.
- (2) The trustees shall keep all minute books in perpetuity.
- (3) On the written application of any owner or registered mortgagee of a unit **or any trustee of the VDVHOA**, the trustees shall make all minutes of their proceedings and the minutes of the body corporate available for inspection by such owner or mortgagee **or trustee of the VDVHOA**.

35. Books of Account and Records

- (1) The trustees shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the body corporate, including-
 - (a) a record of the assets and liabilities of the body corporate;
 - (b) a record of all sums of money received and expended by the body corporate and the matters in respect of which such receipt and expenditure occur;
 - (c) a register of owners and of registered mortgagees of units and of all other persons having real rights in such units (insofar as written notice shall have been given to the trustee by such owners, mortgagees or other persons) showing in each case their addresses; and
 - (d) individual ledger accounts in respect of each owner.
- (2) On the application of any owner, registered mortgagee or of the managing agent **or a trustee of the VDVHOA**, the trustees shall make all or any of the books of account and records available for inspection by such owner, mortgagee, managing agent **or trustee of the VDVHOA**.
- (3) The trustees shall cause all books of account and records to be retained for a period of six years after completion of the transactions, acts or operations to which they relate: Provided that the minute books shall be retained for so long as the scheme remains registered.

36. Annual Financial Estimate

- (1) Prior to the commencement of every financial year of the body corporate, the trustees shall cause to be prepared an itemised estimate of the anticipated income and expenses of the body corporate for the ensuing financial year, which estimate shall be laid before the annual general meeting for consideration in terms of rule 56 hereof.
- (2) The estimate of expenses referred to in sub-rule (1) shall include a reasonable provision for contingencies and the maintenance of the common property.

37. Annual Financial Statement

- (1) The trustees shall cause to be prepared, and shall lay before every annual general meeting, for consideration in terms of rule 56(a), a financial statement in conformity with generally accepted accounting practice, which statement shall fairly present the state of affairs of the body corporate and its finances and transactions as at the end of the financial year concerned.
- (2) The financial statement shall include information and notes pertaining to the proper financial management by the body corporate, including-
 - (a) an analysis of the periods of debts and the amounts due in respect of levies, special levies and other contributions;
 - (b) an analysis of the periods and the amounts due, owing by the body corporate to the creditors and in particular to any public or local authority in respect of rates, taxes and charges for consumption or services, including but not limited to, water, electricity, gas, sewerage and refuse removal;
 - (c) the expiry dates of all insurance policies.

38. Annual Trustees' Report

The trustees shall further cause to be prepared and shall lay before every annual general meeting a report signed by the chairman reviewing the affairs of the body corporate during the past year, for consideration in terms of rule 56(a).

39. Delivery of Schedules, Estimate, Audited Statement and Report

- (1) The trustees shall cause copies of the schedules, estimate, audited statement and report referred to in rules 29(1)(c), 36, 37 and 38, to be delivered to each owner, and to any mortgagee which has advised the body corporate of its interest, at least fourteen days before the date of the annual general meeting at which they are to be considered.
- (2) Delivery for purposes of subrule (1) shall be deemed to have been effected if the documents referred to are sent to the owner at the address referred to in rule 3(2), and to any mortgagee as aforesaid at the address of such mortgagee as reflected in the records of the body corporate: Provided that delivery for purposes of subrule (1) shall also be deemed to have been effected on the owner if the said documents are transmitted by facsimile or electronic mail to a facsimile number or electronic mail address specified by such owner in writing for the purpose of receiving such documentation which specification shall only be effective on receipt thereof by the body corporate at its domicile.

40. Audit

At the first general meeting and thereafter at every ensuing annual general meeting, the body corporate shall appoint an auditor to hold office from the conclusion of that meeting until the conclusion of the next annual general meeting: **provided that the auditor of the VDVHOA shall be appointed as the auditor of the body corporate.**

41. Deposit and Investment of Funds

The trustees shall cause all moneys received by the body corporate to be deposited to the credit of an account or accounts with a registered commercial bank or building society in the name of the body corporate and, subject to any direction given or restriction imposed at a general meeting of the body corporate, such moneys shall only be withdrawn for the purpose of payment of the expenses of the body corporate or investment in terms of rule 43.

42. Managing Agent's Control of Funds

The trustees may authorize the managing agent to administer and operate the accounts referred to in rule 41 and 43: Provided that where the managing agent is an estate agent as defined in the Estate Agents' Act, 1976 (Act 112 of 1976), the trustees may authorize such managing agent to deposit moneys contemplated in rule 41 in a trust account as contemplated in section 32(3) of the Estate Agents' Act, 1976, which moneys shall only be withdrawn for the purposes contemplated in rule 41.

43. Investment of Funds

Any funds not immediately required for disbursement, may be invested in a **savings account, fixed deposit, money market account**, or similar account with any registered building society or bank approved by the trustees from time to time.

44. Interest

Interest on moneys invested shall be used by the body corporate for any lawful purpose.

45. No Refunds or Distribution of Profits or Assets

- (1) The owners shall not be entitled to a refund of contributions lawfully levied upon them and duly paid by them.
- (2) No portion of the profits or gains of the body corporate shall be distributed to any owner or any other person except upon destruction or deemed destruction of the building, or where such profit or gain is of a capital nature.

46. Managing Agent

- (1)(a) Notwithstanding anything to the contrary contained in rule 28, and subject to the provisions of section 39(1) of the Act, the trustees may from time to time, and shall if required by a registered mortgagee of 25 percent of the units or by the members of the body corporate in a general meeting, appoint in terms of a written contract a managing agent to control, manage and administer the common property and the obligations to any public or local authority by the body corporate on behalf of the unit owners, and to exercise such powers and duties as may be entrusted to the managing agent, including the power to collect levies and to appoint a supervisor or caretaker. **The body corporate may only appoint the managing agent of the VDVHOA.**
- (b) A managing agent is appointed for an initial period of one year and thereafter such appointment shall be automatically renewed from year to year unless the body corporate notifies the managing agent to the contrary: provided that notice of termination of the contract may be given by the trustees in accordance with a resolution taken at a trustee meeting or an ordinary resolution taken at a general meeting.
- (2)(a) The trustees shall ensure that there is included in the contract of appointment of all managing agents a provision to the effect that if he is in breach of any of the provisions of his contract, or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the trustees may, without notice, cancel such contract of appointment, and that the managing agent shall have no claim whatsoever against the body corporate or any of the owners as a result of such cancellation.

- (b) Any one or more of the owners or mortgagees of sections in the buildings may, if the managing agent is in breach of the provisions of his contract or if he is guilty of any conduct which at common law would justify the termination of a contract between master and servant, require the trustees to cancel the managing agent's contract in terms of paragraph (a). The foregoing provisions shall in no way detract from the trustees' rights to cancel the managing agent's contract.
- (c) Any owner or mortgagee who required the trustees to cancel the managing agent's contract in terms of paragraph (b) shall furnish the trustees with such security as they in their discretion may determine for the payment of and shall indemnify the trustees and the body corporate against-
 - (i) all litigation costs reasonably incurred by the trustees in enforcing such cancellation against the managing agent; and
 - (ii) all other costs and damages arising out of such cancellation, purported cancellation or litigation for which the trustees or the body corporate might be liable up to the time such owner or mortgagee formally notifies the trustees that he no longer requires them to pursue the action.
- (d) The trustees shall not be required to cancel the contract of appointment of the managing agent unless and until the owner or mortgagee requiring cancellation in terms of paragraph (b) has furnished them with the security and indemnity as specified in rule 46, paragraph (2)(c).

47. Powers and Duties of Managing Agent

The contract with the managing agent shall further provide for the appointment to be revoked, and such managing agent shall cease to hold office, if-

- (i) where the managing agent is a juristic person, an order is made for its provisional or final liquidation or, where the managing agent is a natural person, he applies for the surrender of his estate as insolvent or his estate is sequestrated either provisionally or finally or, where the managing agent is a company, it is placed under judicial management; or
- (ii) the managing agent is convicted of an offence involving an element of fraud or an element of dishonesty or, where the managing agent is a company or a close corporation, any of its directors or members is convicted of an offence involving an element of fraud or an element of dishonesty; or
- (iii) a special resolution of the members of the body corporate is passed to that effect: Provided that in such event the managing agent so removed from office shall not be deprived of any right he may have to claim compensation or damages for breach of contract.

48. Records of Administration

The managing agent shall keep full records of his or her administration and shall report to the body corporate and to all holders of registered sectional mortgage bonds who have notified the body corporate of their interest in terms of Rule 54(1)(b) of all matters which in his or her opinion detrimentally affect the value or amenity of the common property and any of the sections.

49. Notice and Minutes to Managing Agent and to the VDVHOA

- (1) The trustees shall give reasonable prior notice to the managing agent **and to the VDVHOA** of all meetings of the trustees and **the managing agent and the trustees of the VDVHOA** may with the consent of the trustees be present thereat.
- (2) The trustees shall from time to time furnish to the managing agent **and the VDVHOA** copies of the minutes of all meetings of the trustees and of the body corporate.

Meetings of Owners, 50 - 55

50. First meeting

- (1) The first meeting of owners shall be held within sixty days of the establishment of the body corporate, at least seven days' notice of which shall be given in writing, and which notice shall be accompanied by a copy of the agenda of such meeting and details of the items referred to in sub-rule 2.

- (2) The agenda for the meeting convened under sub-rule (1), shall comprise at least the following:
- (i) The consideration, confirmation or variation of the insurances effected by the developer or the body corporate;
 - (ii) The consideration, confirmation or variation of an itemised estimate of the anticipated income and expenses of the body corporate for the ensuing financial year;
 - (iii) The consideration and approval, with or without amendment, of the financial statements relating to the management, control and administration of the building from date of establishment of the body corporate to the date of notice of the meeting referred to in sub-rule (1);
 - (iv) Subject to section 47(2) of the Act, the taking of cession of such contracts relating to the management, control and administration of the building as may have been entered into by the developer for the continual management, control and administration of the building and the common property and in respect of which the developer shall be obliged to submit such contracts to the meeting;
 - (v) The appointment of an auditor, or where applicable, an accounting officer;
 - (vi) the election of trustees;
 - (vii) Any restrictions imported or directions given in terms of section 39(1) of the Act; and
 - (viii) Determination of the domicilium citandi et executandi of the body corporate.

51. Annual General Meetings

- (1) An annual general meeting shall be held within four (4) months of the end of each financial year.
- (2) Unless otherwise decided at a general meeting or by the trustees, the financial year of the body corporate shall run from the first day of March in each year to the last day of February of the following year.

52. Special General Meetings

All general meetings other than the annual general meeting shall be called special general meetings.

53. Convention of Meetings

The trustees may whenever they think fit and shall upon a request in writing made either by owners entitled to 25 per cent of the total of the quotas of all sections or by any mortgagee holding mortgage bonds over not less than 25 per cent in number of the units **or by the trustees of the VDVHOA**, convene a special general meeting. If the trustees fail to call a meeting so requested within fourteen days of the request, the owners or mortgagee concerned **or the trustees of the VDVHOA** shall be entitled themselves to call the meeting.

54. Notice of General Meetings

- (1) Unless otherwise provided for in the Act, at least fourteen days' notice of every general meeting specifying the place, within the magisterial district where the scheme is situated, or such other place determined by special resolution of members of the body corporate, the date and the hour of the meeting and, in the case of special business, the general nature of such business, shall be given-
 - (a) to all owners;
 - (b) to all holders of registered mortgage bonds over units who have advised the body corporate of their interest; and
 - (c) to the managing agent **and to the VDVHOA**.

- (2) The holders of registered mortgage bonds and the managing agent referred to in sub-rule (1), shall have the right to attend the meeting herein referred to and to speak at such meetings, but shall not, in their respective capacities as such, be entitled to vote thereat.
- (3) The notice referred to in sub-rule (1)(a) shall be deemed to have been sufficiently given and delivered if delivered in accordance with rule 39(2).
- (4) The notice referred to in sub-rule (1) shall be accompanied by the documents referred to in rule 39(1), except in the case of a meeting contemplated in rule 50(1) or a special general meeting.
- (5) Inadvertent omission to give the notice referred to in sub-rule (1), or failure to deliver the documentation referred to in rule 39(1), to any person entitled to such notice or the non-receipt of such notice by such person shall, save in the case of the persons contemplated in sub-rule (1)(b) not invalidate any proceedings at any such meeting.
- (6) A general meeting of the body corporate may be called on shorter notice than that specified in sub-rule (1) hereof, provided it is so agreed by all persons entitled to attend.
- (7) A special general meeting for the purposes of passing a unanimous or special resolution may be convened for a date 30 days or less after notice has been given to all the members of the body corporate if, in the opinion of the trustees, it is necessary due to the urgency of a matter or due to the specific nature of a matter to convene the meeting with such shorter period of notice.
- (8) **Annual general meetings of the body corporate shall be arranged to precede or to coincide with general meetings of the VDVHOA. The trustees of the body corporate shall by trustees' resolution appoint a trustee to represent the body corporate and its members at general meetings of the VDVHOA, and their to exercise the voting powers of the body corporate and its members.**

55. Special Business

All business at any general meeting other than business referred to in rule 56(a), (b), (c) and (d) shall be special business.

Annual General Meetings, 56 - 67

56. Compulsory Items of Annual General Meeting Agenda

The following business shall be transacted at an annual general meeting:

- (a) the consideration of the financial statement and report referred to in rules 37 and 38;
- (b) the approval with or without amendment of-
 - (i) the schedules of replacement values referred to in rule 29(1)(c); and
 - (ii) the estimate of income and expenditure referred to in rule 36;
- (c) the appointment of an auditor or an accounting officer;
- (d) the determination of the number of trustees for the ensuing year;
- (e) the election of trustees for the ensuing year;
- (f) any special business of which due notice has been given in terms of rule 54;
- (g) the giving of directions or imposing of restrictions referred to in section 39(1) of the Act; and
- (h) the determination of the *domicilium citandi et executandi* of the body corporate; and

- (i) the confirmation by the auditor or accounting officer that any amendment, substitution, addition or repeal of the rules (as contemplated in section 35(5) of the Act) have been submitted to the Registrar of Deeds for filing as contemplated in section 35(5)(c) of the Act.

57. Quorum

- (1) No business shall be transacted at any general meeting unless a quorum of persons is present in person or by proxy at the time when the meeting proceeds to business.
- (2) the number of owners holding at least 20 per cent of the votes present in person or by proxy or by representative recognised by law and entitled to vote.

58. Adjournment Due to Lack of Quorum

If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the owners present in person or by proxy and entitled to vote shall form a quorum.

59. Chairman

- (1) The chairman, if any, of the trustees shall preside as chairman at every general meeting of the body corporate, unless otherwise resolved by members of the body corporate at such meeting.
- (2) If there is no such chairman or if, at any meeting, the chairman of the trustees is not present within fifteen minutes after the time appointed for the holding of the meeting, or if he is unwilling or unable to act as chairman, the members present shall elect a chairman for such meeting.

60. Voting Procedure

- (1) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless either prior to or on the declaration by the chairman of the result of the show of hands, a poll is demanded by any person entitled to vote at such meeting.
- (2) Unless a poll be so demanded, a declaration by the chairman that a resolution has on the show of hands been carried, shall be conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- (3) A demand for a poll may be withdrawn.

61. Poll Procedure

A poll, if demanded, shall be taken in such a manner as the chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

62. Value of Votes by Show of Hands

On a show of hands the owner or owners of a section, or if the owner is a juristic person, its proxy, shall have one vote for each section owned: Provided that the chairman shall be entitled, in his discretion, to change the manner of voting to one by poll and not by show of hands.

63. Value of Votes for Special or Unanimous Resolutions or on a Poll

For the purpose of a unanimous or special resolution (with or without a ballot), or on a poll the value of the vote of the owner or owners of a section shall be reckoned in accordance with a determination made in terms of section 32(4) of the Act or, in the absence of this determination, in accordance with participation quotas.

64. No Vote in Certain Circumstances

Except in cases where a special resolution or unanimous resolution is required under the Act, an owner shall not be entitled to vote at any general meeting, if-

- (a) any contributions payable by him in respect of his section and his undivided share in the common property have not been duly paid; or
- (b) he persisted in breach of any of the conduct rules referred to in section 35(2)(b) of the Act, notwithstanding written warning by the trustees or managing agent to refrain from breaching such rule:

Provided that any mortgagee shall be entitled to vote as such owner's proxy at any general meeting, even though paragraph (a) or the foregoing provisions of this paragraph may apply to such owner.

65. Voting by Trustee for Beneficiary

Where an owner of a section is as such a trustee for a beneficiary, he shall exercise the voting rights in respect of the section to the exclusion of persons beneficially interested in the trust and such persons shall not be entitled to vote.

66. Joint Voters

- (1) When two or more persons are entitled to exercise one vote jointly, that vote shall be exercised only by a person (who may or may not be one of them) jointly appointed by them as their proxy.
- (2) Notwithstanding sub-rule (1), where two or more persons are entitled to exercise one vote jointly, any one of them may demand a poll.

67. Proxies

- (1) Votes at a general meeting may be cast either personally or by proxy, whether on a poll or on a show of hands.
- (2) A proxy shall be appointed in writing under the hand of the appointer, or his agent duly appointed in writing, and shall be handed to the Chairman prior to the commencement of the meeting: Provided that the foregoing provisions shall not apply in the case of any proxy created and contained in any registered mortgage bond, if such mortgage bond is produced at the meeting.
- (3) A proxy need not be an owner, but shall not be the managing agent or any of his or her employees, or an employee of the body corporate.

Duties of Owners and Occupiers of Sections, 68-70

68. Statutory and General

- (1) In addition to his obligations in terms of section 44 of the Act, an owner-
 - (i) shall not use his section, exclusive use area or any part of the common property, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of the building;
 - (ii) shall not contravene, or permit the contravention, of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any licence, relating to or affecting the occupation of the building or the common property, or the carrying on of business in the building, or so contravene or permit the contravention of the conditions of title applicable to his section or an other section or to his exclusive use area or any other exclusive use area;
 - (iii) shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of other sections, the common property or any exclusive use area;
 - (iv) shall not do anything to his section or exclusive use area which is likely to prejudice the harmonious appearance of the building;
 - (v) shall, when the purpose for which a section and exclusive use area is intended to be used,-
 - (a) is shown expressly or by implication on a registered sectional plan;
 - (b) is shown expressly or by implication on the original approved building plan thereof;

(c) can be inferred from the provisions of the rules; or

(d) is obvious from its construction, layout and available amenities,

not use, nor permit such section or exclusive use area to be used, for any other purpose: Provided that with the written consent of all owners such section or exclusive use area may be used for another purpose;

(vi) shall not construct or place any structure or building improvement on his or her exclusive use area, without the prior written consent of the trustees, which shall not be unreasonably withheld and that the provisions of section 24 and section 25 or other relevant provisions of the Act or the rules, will not be contravened;

(vii) shall maintain the hot water installation which serves his section, or, where such installations serves more than one section, the owners concerned shall maintain such installations pro-rata, notwithstanding that such appliance is situated in part of the common property and is insured in terms of the policy taken out by the body corporate.

(2) An owner who exercises his rights in terms of section 60(3) of the Act shall bear all costs to give effect thereto.

69. Binding Nature

The provisions of these rules and of the conduct rules, and the duties of the owner in relation to the use and occupation of sections and common property shall be binding on the owner of any section and any lessee or other occupant of any section, and it shall be the duty of the owner to ensure compliance with the rules and the conduct rules by his lessee or occupant, including any agent, employee, domestic worker, contractor, guest, visitor, family member, or other invitee of the owner, or of his lessee or his occupant.

70. Owner's Failure to Maintain

(1) If an owner-

(a) fails to repair or maintain his section in a state of good repair as required by section 44(1)(c) of the Act; or

(b) fails to keep his exclusive use area in a clean and neat condition, or

and any such failure persists for a period of thirty days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

71. Determination of Disputes by Arbitration

(1) Any dispute between the body corporate and an owner or between owners arising out of or in connection with or related to the Act, these rules or the conduct rules, save where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these rules.

(2) If such a dispute or complaint arises, the aggrieved party shall notify the other affected party or parties in writing and copies of such notification shall be served on the trustees and the managing agents, if any and should the dispute or complaint not be resolved within 14 days of such notice, either of the parties may demand that the dispute or complaint be referred to arbitration: Provided that, if an owner declares a dispute with the body corporate, it shall be sufficient notice if notification is served on the trustees and managing agents, if any, and such owner will not be required to serve notice on each of the other owners.

(3) Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties appoint an arbitrator who shall be an independent and suitable experienced and qualified person as may be agreed upon between the parties to the dispute.

- (4) If the parties cannot agree as to the arbitrator to be appointed in terms of subrule (3) within three days after the arbitration has been demanded, the chief registrar of deeds or his or her nominee shall upon written application and subject to payment of the prescribed fee, in writing appoint an arbitrator within 7 days after he or she has been required to make the appointment so that the arbitration can be held and concluded without delay.
- (5) Arbitration shall be held informally or otherwise as the arbitrator may determine. The arbitrator shall have the right to demand that the party demanding the arbitration furnish the arbitrator with security for payment of the costs of the arbitration in such amount and form as the arbitrator may determine, failing which the arbitration shall not be proceeded with. Where possible, the arbitration shall be concluded within 21 days after the matter has been referred to arbitration in terms of sub-rule (2) or security for costs has been furnished.
- (6) The arbitrator shall make his or her award within 7 days from the date of the completion of the arbitration and shall, in making his or her award, have regard to the principles laid down in terms of these rules. The arbitrator may determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he or she may determine, and as he or she, in his or her discretion, may deem appropriate having regard to the outcome of the arbitration.
- (7) The decision of the arbitrator shall be final and binding and may be made an order of the High Court upon application of any party to or affected by the arbitration.
- (8) Notwithstanding that the Arbitration Act 42 of 1965, makes no provision for joinder of parties to an arbitration without their consent thereto, should a dispute arise between the body corporate and more than one owner or between a number of owners arising out of the same or substantially the same cause of action, or where substantially the same order would be sought against all the parties against whom the dispute has been declared, such parties shall be automatically joined in the arbitration by notice thereof in the original notice of dispute given in terms of sub-rule (2).

72. Contribution payable to a Val de Vie Community Trust

An amount of five percent (5%) of the contributions payable by the members to the body corporate in terms of section 37(1) of the Act in respect of every financial year, shall be paid to a Val de Vie Community Trust, which trust shall be a NPO Trust to be established by the developer with the sole aim of providing assistance to the disadvantaged communities in the Winelands area. The body corporate shall pay the contribution to the trust in monthly instalments, monthly in advance on or before the 7th day of every month of the financial year.

73. Guidelines

- (1) **Subject to the approval of the VDVHOA and the directives and restrictions imposed by the owners, the trustees may compile and from time to time amend the guidelines for the body corporate to control the design and appearance of the buildings, building improvements, structures and all alterations in terms of these rules or the conduct rules.**
- (2) **The guidelines may contain specifications and sketch plans to ensure the uniformity of construction of the buildings, building improvements, structures and other alterations in respect of the scheme.**

74. Sale and letting of units and the Rental Pool

- (1) **The VDVHOA has formulated a policy for the accreditation of estate agents for Estate. The body corporate recognizes that the Estate has specific requirements and attributes and there is therefore a need for its members to have assistance from competent and informed estate agents when selling or letting their properties.**
- (2) **A member or transferor of a unit shall appoint an estate agent, accredited by the VDVHOA to secure a prospective purchaser for his unit, unless the member or transferor sells the unit himself without making use of the services of an estate agent.**
- (3) **No member may rent his unit out for a period of shorter than six (6) months. A member may rent out his unit for a period of six (6) months or longer, provided that he shall:**

- (a) either rent out his unit himself without making use of the services of an estate agent, or
 - (b) appoint an estate agent, accredited by the VDVHOA to secure a prospective tenant for his unit.
- (4) Notwithstanding anything to the contrary contained in these management rules, an owner who does not wish to occupy his section himself save on an irregular basis and wishes to rent his section out on a short-term basis for a period or periods shorter than six (6) months and/or to provide temporary accommodation for consideration, shall be obliged to appoint an estate agent accredited by the VDVHOA to manage and co-ordinate short-term rentals and/or temporary accommodation for consideration until such time that a Hotel Operator is appointed by the developer. Once a Hotel Operator has been appointed by the developer, such owner will be obliged to enter into a Rental Pool Agreement with the Hotel Operator or with the administrator appointment by the Hotel Operator. Any section which is subject to a Rental Pool Agreement must be furnished to a specification and Operator Standard set by the Hotel Operator from time to time.
- 75. **Electronic transmission of Notices and Retaining, Providing and/or Delivering Documents, Records or Statements**
 - (1) If, in terms of the Act or the management rules or conduct rules, a notice is required or permitted to be given to any person, it is sufficient if the notice is transmitted electronically directly to that person in a manner and form such that the notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.
 - (2) If, in terms of the Act or the management rules or conduct rules, a document, record or statement, other than a notice contemplated in sub-rule (1) above, is required—
 - (a) to be retained, it is sufficient if an electronic original or reproduction of that document is retained as provided for in section 15 of the Electronic Communications and Transactions Act; or
 - (b) to be provided or delivered, it is sufficient if—
 - (i) an electronic original or reproduction of that document, record or statement is provided or delivered by electronic communication in a manner and form such that the document, record or statement can conveniently be printed by the recipient within a reasonable time and at a reasonable cost; or
 - (ii) a notice of the availability of that document, record or statement, summarising its content and satisfying any prescribed requirements, is delivered to each intended recipient of the document, record or statement, together with instructions for receiving the complete document, record or statement.
- 76. **Signature of Documents in manner provided for in the Electronic Communications and Transactions Act and resolutions agreed to in writing by the Owners**
 - (1) If a provision of the Act or the management rules or conduct rules requires a document to be signed or initialled—
 - (a) by or on behalf of a person, that signing or initialling may be effected in any manner provided for in the Electronic Communications and Transactions Act; or
 - (b) by two or more persons, it is sufficient if—
 - (i) all of those persons sign a single original of the document, in person or as contemplated in sub-rule (a); or
 - (ii) each of those persons signs a separate duplicate original of the document, in person or as contemplated in sub-rule (a), and in such a case, the several signed duplicate originals, when combined, shall constitute the entire document.
 - (c) signature contemplated in sub-rule (b) may be affixed to or placed on the certificate by autographic, mechanical or electronic means.

- (2) For the purpose of adopting ordinary resolutions, special resolutions or unanimous resolutions in writing, a written consent by an owner may be given by electronic communication, provided that a notice of the matter to be decided upon shall be sent or delivered to all owners. A decision made in this manner is of the same effect as if it had been approved by voting at a general meeting convened for this purpose.

77. Electronic Participation in Trustees' Meetings

- (1) Every meeting of the trustees must be reasonably accessible for electronic participation by trustees and owners in the manner contemplated in sub-rule (3), irrespective of where the meeting is held.
- (2) Before any person may attend or participate in a trustees' meeting –
- (a) That person must present reasonably satisfactory identification; and
 - (b) The person presiding at the meeting must be reasonably satisfied that the right of that person to participate and vote, as a trustee, has been reasonably verified.
- (3) A meeting of the trustees may be conducted by electronic communication or one or more trustees may participate in a meeting by electronic communication, so long as the electronic communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.
- (4) A trustee may be present at a trustees' meeting in person, or may participate in the trustees' meeting by electronic communication. An owner may be present at a trustees' meeting in person, or may participate in the trustees' meeting by electronic communication.
- (5) The notice of that meeting must inform trustees of the availability of that form of participation, and provide any necessary information to enable trustees to access the available medium or means of electronic communication.
- (6) Access to the medium or means of electronic communication at a trustees' meeting is at the expense of the body corporate.