



# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

## **PEARL VALLEY SECTIONAL TITLE CONDUCT RULES**

**(AMENDED AS APPROVED AT SGM 1 DEC 2022)**

### **A. DEFINITIONS**

- (i) “**Act**” means the Sectional Title Schemes Management Act No. 8 of 2011, as amended from time to time and any regulations made and in force thereunder;
- (ii) “**Association**” means the Pearl Valley Signature Golf Estate and Spa Home Owners’ Association;
- (iii) “**Buildings**” means the building(s) to which the rules apply;
- (iv) “**Estate**” means the Pearl Valley Signature Golf Estate and Spa;
- (v) “**Estate Rules**” means the Estate Rules and Regulations of the Pearl Valley Signature Golf Estate and Spa Homeowners’ Association;
- (vi) “**Owner**” means the owners of a section and includes the occupier/s of that section and where applicable in the context their guests.

### **B. INTERPRETATION**

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

- i. the words used shall bear the meanings assigned to them in the Act;
- ii. the words importing:
  - a) the singular number only shall include the plural, and the converse shall also apply;
  - a) (b) the masculine gender shall include the feminine and neuter genders and the neuter genders shall include the masculine and the feminine genders;
- iii. the headings in the respective rules are provided for convenience and reference purposes only and are not to be taken into account in the interpretation of the rules;
- iv. “Trustees” includes alternative trustees.

In the event of any dispute as to the interpretation of these rules, the enforcement thereof or any breach hereof, the decision of the majority of the trustees in consultation with the Association shall be final and binding on all parties concerned.

### **C. PRELIMINARY**

The rules contained in this schedule may not be added to, amended or replaced except by special resolution of the members of the Body Corporate in accordance with the provisions of the Act and with the written consent of the Association. In the event that any rule contained herein is in conflict with or contrary to a rule contained in the Estate Rules, then the rule as translated in the Estate Rules shall apply.

The Association has the right to declare any rule as adopted by the Body Corporate without its prior written approval as invalid and of no force and effect.

### **D. RELAXATION AND INDULGENCE**

The Trustees may in special circumstances and with the prior written approval of the Association grant a relaxation of these rules in writing, signed by the Chairman and the Chairman of the Association, which relaxation shall be subject to such conditions as may be imposed therein for such period as may be stipulated therein and which shall be subject to withdrawal at any time by the Trustees with the



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approval of the Association or by the Association in its or their discretion without ascribing any reason therefore.

## **E. SCOPE AND NATURE**

These rules shall be binding on the individual owners and occupiers of sections in the buildings as well as their visitors or guests, and shall also bind the Body Corporate on the one hand and all such owners and occupiers on the other hand. These rules must be read in conjunction with the Estate Rules.

## **F. RULES**

### **1. VEHICLES**

1.1 Owners shall exercise their rights of use and enjoyment of the roadways and pavements or of any part of the common property as though the same were public and were accordingly subject to the disciplines prescribed or imposed by the Road Traffic Ordinance No. 21 of 1966, as amended, or any Ordinance substituted therefore, and by the regulations proclaimed thereunder. All Owners shall ensure that their guests and/or invitees do likewise. Every Owner acknowledges and accepts that the pecuniary penalties and fines prescribed by such Ordinance or by such regulations may be imposed and recovered by the Trustees in the exercise of their power in terms of the Act.

1.2 Without detracting from the generality of that which is stipulated above, and notwithstanding the same:

1.2.1 Owners shall observe all road signs on the common property;

1.2.2 Owners shall drive their vehicles within the common property in a manner which does not create a nuisance or a disturbance or is, in the opinion of the Trustees, contrary to the interests of safety;

1.2.3 Owners shall not drive a vehicle within the common property if they are not a licensed driver;

1.2.4 Owners shall not cause or permit a hooter or similar instrument or mechanism to be sounded within the common property/exclusive use area/allocated area other than in the event of an emergency;

1.2.5 Owners shall not park or stand any vehicle on the common property or permit or allow any vehicle to be parked or stood on the common property:

1.2.5.1 other than in or on those areas of the common property as are specifically designated therefore; and/or

1.2.5.2 in such a way and in such a manner so as to obstruct the flow of traffic and access to and egress from a parking by(s); and/or

1.2.5.3 where such vehicle is damaged, not roadworthy or not in general use; and/or

1.2.5.4 where such vehicle is a trailer, boat, truck or other heavy vehicle (without the prior written consent of the Body Corporate and the Association, which consent shall not be extended for guests or short-term rentals);

1.2.6 Owners shall ensure that their vehicles do not drip oil or brake fluid onto the common property or in any way deface the common property;

1.2.7 Owners may not dismantle or effect repairs to any vehicle on any portion of the common property/exclusive use area/allocated area;

1.2.8 Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property/exclusive use area/allocated area, in contravention of these rules;



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- 1.2.9 Owners may only use common property/allocated areas specifically allocated to them for parking purposes and no other. Each section is allocated two parking bays and are allowed only to park two vehicles (in their parking bays) on the common property. Any additional vehicles must be parked in the visitors bays at the Golf Clubhouse;
- 1.2.10 Two visitor bays are available at most of our buildings for short term (less than 12 hours) guests: These areas are situated between the allocated parking bays and the building at sections A and F. The owners of sections A and F of such buildings must not hinder access to these visitor bays in any manner.
- 1.2.11 All vehicles parked on common property/exclusive use areas/allocated areas are parked at the sole risk and responsibility of the owner of the vehicle and no liability shall attach to the Body Corporate, the Association and/or their agents and/or their representatives and/or their employees for any loss or damage of whatsoever nature which the owner, or any person claiming through or under them, may suffer in consequence of their vehicle having been parked on the common property/exclusive area/allocated area.

## **2. EXCLUSIVE USE AREAS, PARKING BAYS AND WATER SUPPLY VALVE BOXES**

- 2.1. Exclusive use areas refers to patios, balconies and yards as indicated on the sectional title plan. Allocated parking bays and exclusive use/allocated areas may only be used by Owners. Exclusive use areas may only be used for the purpose for which they were intended and for no other purpose whatsoever.
- 2.2 Exclusive use areas may only be owned by the owners of sections and can't be separately disposed of or let.
- 2.3 Owners are, at their own cost, responsible to ensure that exclusive use areas are maintained and kept neat and free of clutter. Patios and balconies are not to be used as storage areas (including storage of bicycles). Balcony full-bore drains should be cleaned regularly to prevent flooding. Owners are also responsible to keep their allocated parking bay gutters clean. Owners are responsible to keep their water mains supply boxes clean to ensure that the mains supply to their sections are accessible.
- 2.4 Notwithstanding 2.3, owners are not allowed to paint external walls of any of the common property, whether general common property or exclusive use areas.

## **3. LAUNDRY**

An Owner shall not, without the prior written consent of the Trustees and the Association, erect their own washing lines or place or hang any washing or laundry or other articles (including towels) on any part of the Building(s) or the common property so as to be visible from the outside of the Buildings or from any other section.

## **4. REFUSE**

- 4.1 No refuse may be placed outside the door of a section or in any other area of the common property save and except for such areas specifically designated for the placement and/or collection of refuse;
- 4.2 Owners shall keep and maintain, in a hygienic and dry condition, a refuse bin within their section, exclusive use area, allocated area or on such part of the common property as may be authorised by the Trustees and the Association in writing;

- 4.3 Owners shall ensure that all refuse is securely wrapped, or in the case of tins or other containers, completely drained, before same is placed in refuse bins;
- 4.4 Owners shall, for the purpose of the refuse collected, place their refuse bins within the area and at the times designated by the Trustees and the Association from time to time;
- 4.5 Owners shall, when their refuse has been collected, promptly cause their refuse bin to be returned to their section or other area referred to in 4.1 above.

## **5. NOISE / ANTI-SOCIAL BEHAVIOUR**

- 5.1 Owners shall ensure that their respective activities in and use of the common property and their section shall at all times be carried out with due and proper consideration for those persons occupying the other sections in the Buildings as well as the other residents in the Estate.
- 5.2 Owners shall not cause or permit any disorderly conduct of whatsoever nature within their section or on any part of the common property, or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or inconvenience to any other persons occupying any other sections in the Building(s) or any other residents in the Estate.
- 5.3 The use of radio, television sets, recording equipment, sound equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.
- 5.4 Without detracting from the generality of this section, owners must ensure that social events on patios and balconies are kept to reasonable hours. Music and noise after 12.00pm (Monday to Saturday) and Sundays 10.00pm is prohibited. Short term renters are sometimes guilty of such conduct, and owners must ensure that they are aware of all (including these) rules. Contravention could lead to penalties/charges in terms of section 25 being imposed and added to the owners' accounts. Repeated transgression by short-term renters could result in a prohibition of such rentals.
- 5.5 The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.

## **6. USAGE OF SECTIONS**

No Owner shall permit or allow his section to be used for any purpose which is injurious to the reputation of the Building(s), the Body Corporate, the Association or any member of the Association.

## **7. GARDENING**

- 7.1 Owners may not plant, pick, alter, remove, destroy, or damage any plant, flower, tree or shrub on or in the common property without the prior written consent of the Trustees and the Association. Additional plants (pot plants outside sections or on balconies), windbreakers, etc, are to be pre-approved by the Board of Trustees.
- 7.2 No owner is allowed to adjust, set or tamper with the irrigation system

## **8. GAMES**

No Owner shall cause or permit the hitting, striking, throwing or bouncing of balls or any other objects against any of the walls of the common property or of the Building(s).

## **9. ANIMALS**

- 9.1 Owners shall not, without the prior written consent of both the Trustees and the Association, keep any animal, reptile or bird in a section or on the common property;
- 9.2 When granting such approval, the Trustees and/or the Association may prescribe any condition pertaining thereto;
- 9.3 The Trustees and/or the Association may withdraw such approval and shall have the right to require that such animal, reptile or bird be removed permanently from the Estate in the event of any breach (in the sole and absolute discretion of the Trustees and/or the Association) of any condition prescribed in terms of 9.2 or any other condition applicable to the keeping of animals, reptiles or birds in the Estate.
- 9.4 No visiting animals allowed in any section or in any part of the common property.

## **10. DAMAGE TO PROPERTY**

- 10.1 Owners shall not cause or permit any act which might result in damage to or disfigurement of any section or common property or any part thereof;
- 10.2 The owner or occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 10.3 Any Owner who causes or permits any act which results in damage to or disfigurement of any section or common property shall be personally liable therefore insofar as the said damage or disfigurement is not covered by the Body Corporate or the Association's insurance.

## **11. INTERIOR OF SECTIONS**

Owners shall, at all times, maintain their section in a good, clean and habitable order and condition, and shall be responsible for all internal painting, maintenance (including blocked sanitary equipment) and repairs of whatsoever nature, including repairs to external doors and windows.

## **12. APPEARANCE FROM THE OUTSIDE**

- 12.1 The Owner of a section shall not place or do anything on any part of the common property, including balconies, terraces and gardens which, in the discretion of the Trustees and/or the Association, is aesthetically displeasing or undesirable when viewed from the outside of the section or the building(s). This includes mirrors on walls on balconies, UV windows and unspecified awnings / drop blinds.
- 12.2 The owner of a section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the section or common property. Without detracting from the generality of this prohibition, and by way of example, the following are not permissible without said consent:
  - 12.2.1 Removing or changing balustrades, or adding steps on or to the ground floor patio;
  - 12.2.2 Adding trunking for piping or cables to outside walls;
  - 12.2.3 Chasing into external walls;
  - 12.2.4 Fixing anything to an external wall;
  - 12.2.4 Permitting external contractors onto the roof, lifting roof tiles or waterproofing, placing or fixing any equipment on the roof;
  - 12.2.5 Changing house numbers



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12.3 Owners are allowed to install individual satellite dishes for their sections, strictly in accordance with the guidelines available from the Body Corporate;

## **13. SIGNS AND NOTICES**

No Owner of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section or the building(s) without the prior written consent of the Trustees and the Association.

## **14. LITTERING**

An Owner of a section shall not deposit, throw or permit to be deposited or thrown, on the common property any rubbish, including dirty, cigarette butts, food scraps or any other litter whatsoever.

## **15. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS OR DAMAGING ACTS**

15.1 An Owner shall not store or leave or allow to be stored or left any article or thing in any part of the common property except with the written consent of the Trustees and the Association first having been had and obtained.

15.2 An Owner shall not store any flammable or dangerous material, or do or permit or allow to be done, any other dangerous act in the Building(s) 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 may tend to vitiate any such insurance policy or which may result in the incurring of any expenditure by the Body Corporate or other Owner. This rule shall not prohibit the storage of fuel or gas in motor vehicle fuel tanks, or gas cylinders kept for domestic purposes, nor the storage of cleaning materials for domestic use in the section.

15.3 An Owner shall take all such precautions as are possible, having regard to the plumbing system of the Building(s), to avoid damage to other sections or any other part of the common property by penetration of water through the walls or floor of their sections.

## **16. LETTING OF SECTIONS**

16.1 An owner may let or part with occupation of his section provided that no such letting and or parting with occupation shall in any way release the owner from any of his obligations to the Body Corporate or the Association hereunder or in terms of the rules, Estate rules or any house rules made in terms thereof or the Act.

16.2 An owner may let or part with occupation of his section provided that as a condition precedent to any such letting or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the Body Corporate and the Association, that such lessee or person shall duly observe all these regulations and conditions as are contained in the rules and in the Act. Such undertaking shall be in such terms as the Trustees and the Association shall from time to time require and it shall be lodged in writing with the Trustees and the Association prior to such lessee or person being given occupation of the section.

16.3 The trustees may refuse the letting of any section if the owner's levy account is in arrears by an amount exceeding the monthly levy contribution. In such a case, the trustees may set conditions under which letting will be permitted, for example a portion of the rental income to be paid directly to the Body Corporate to reduce such overdue amounts.



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16.4 Rental pool agents are to ensure that they do all relevant inspections, cleaning of bores, etc on sections managed by them.

## **17. NO SALE OR LETTING OF TIMESHARE RIGHTS**

No owner may let their section on a timeshare basis, in other words, no owner may be permitted to sell a right to any person to occupy their section or any part thereof for a certain limited time on an annual basis.

## **18. ERADICATION OF PESTS**

An Owner of a section shall keep their section (including the ceilings, roof space and trusses) free of pests, vermin, white ants, borer and other wood destroying insects. To this end Owners shall permit the Trustees, the managing agents, and their duly authorised agents or employees, to enter their section from time to time for the purpose of inspecting the section and taking such actions as may be reasonably necessary to eradicate any such pests. The cost of the inspection, eradication of any such pests as may be from within the section, and replacement of any woodwork or other material forming part of such section which may have been damaged by any such pests shall be borne by the Owner of the section concerned.

## **19. AUCTION SALES**

An Owner shall not hold or allow to be held any auction sale in the section or any portion of the common property under any circumstances, without the prior written consent of the Trustees and the Association.

## **20. INSURANCE**

20.1 The Body Corporate shall insure the buildings, including sections and common property, as required by the Act.

20.2 The Body Corporate and/or the Association shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the Owner in question.

## **21. BUSINESS OR TRADE**

No Owner shall permit or allow any business or trade to be conducted on any part of the common property or any exclusive use or allocated area.

## **22. SECURITY PERSONNEL**

The security personnel will receive their instructions only from the managing agent or Trustees and/or the Association and no other person may give instructions to the security personnel. No person shall display rude or aggressive behaviour to security personnel.



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## **23. OTHER EMPLOYEES**

- 23.1 Any other employee or service provider to the Body Corporate or the Association (including Garden Services, Caretakers, Cleaners, etc) will receive their instructions from the managing agents or Trustees.
- 23.2 No other person may give instructions and no person may display rude or aggressive behaviour to such employees or service providers.

## **24. NUMBER OF OCCUPANTS**

A section may only be occupied by a limited number of persons as approved by the Trustees and the Association. To this effect the total number of occupants per section may not exceed the sum of 2 occupants per bedroom.

## **25. ADMINISTRATIVE CHARGES AND PENALTIES**

- 25.1 Any person transgressing these rules may incur an administrative charge defray costs incurred and time spent in an amount to be determined by the Trustees from time to time. Criminal and/or civil charges may also be brought against him.
- 25.2 The Trustees may, in addition to taking such action as they deem appropriate in response to any alleged breach of the Management or Conduct Rules, impose on the owner of the section concerned a financial penalty of R2000.00 per breach or of R2000.00 per day until a situation of breach is remedied by the owner or occupier concerned.

## **26. GUESTS AND INVITEES**

- 26.1 It is the responsibility of all Owners to ensure that their guests and invitees are made fully aware of all the terms, conditions and provisions as contained in these Conduct rules as also the Estate Rules and that their guests and invitees comply with all the provisions contained therein.
- 26.2 Any breach of any of the Conduct Rules or the Estate Rules by a guest or invitee shall be deemed to be a breach on the part of the Owner at whose instance the guest or invitee entered the Estate and, as such, he shall be personally liable for any penalty levied or damage occasioned by such breach.

## **27. CHANGES, RENOVATION AND CONSTRUCTION**

- 27.1 The Estate rules contain procedures to be followed before any renovation or construction activities are commenced. Owners should ensure that the necessary permission is obtained from the HOA building control office.
- 27.2 Where any changes have been made to the façade, windows or doors of a section, the trustees may require the section to be restored to be consistent with the rest of the sections as a precondition of clearance for the sale of such a section.

## **28. HOA CONSTITUTION**

Where there is a discrepancy between the Body Corporate Conduct and Management Rules and that of the Estate Conduct Rules and that of the Estate Conduct Rules and the Homeowners Association Constitution, the provisions of the Estate's Conduct Rules and the HOA Constitution will prevail.