



LEEUWENHOF
TIGER VALLEI

**TIGER VALLEI OFFICE PARK OWNERS ASSOCIATION
(Association incorporated in terms of Section 21 of the Companies Act
1973)**

CONDUCT RULES

INTRODUCTION

For your information set out below are the Conduct Rules of the Tiger Vallei Office Park Owners Association and would appreciate it if you would familiarise yourself with them, and comply with these rules.

It is the aim of your directors to provide a controlled environment to ensure all owners, lessee(s), any other occupants of the Office Park, including customers, clients, guests, visitors, invitees and/or employees conduct themselves in such a way that no disturbance and/or inconvenience is caused to each other, however in order to achieve this, these Conduct Rules are necessary, and after careful consideration are to be imposed on owners, lessee(s), any other occupants of the Office Park, visitors, invitees and/or staff employed.

These rules have been established to promote orderly relationships and to protect owners and lessee(s) and other occupants of the Office Park. Conducting business activities in close proximity with others makes one more aware of their activities, and them of yours! This therefore requires more care and consideration of everyone, for everyone in occupation in the complex.

It is in the interests of all owners that the Conduct Rules are complied with, not only to the letter of the Rule, but in a spirit that will promote harmony and cooperation among all occupants.

In the event of annoyance, aggravation or complaints occurring between occupants of properties, an attempt shall first be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be solved amicably between the parties, the matter should be brought to the attention of the directors in writing. The directors may require that a complaint be submitted to them in the form of an affidavit before they can act on it.

Restrictions do have a positive connotation - the benefit and protection that occupants gain occur from their existence and enforcement.



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CONDUCT RULES

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Notwithstanding the manner in which the clauses in these Conduct Rules have been grouped together or linked, each of them constitutes a separate and independent clause, severable from each of the other clauses in regard to all aspects thereof. Accordingly, should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be and remain in full force and effect.

In the event of there being a conflict between any provision of these Conduct Rules with the either the Memorandum and/or Articles of Association of the Company then and in that event shall the Memorandum and/or Articles of Association prevail.

DEFINITIONS

In these Conduct Rules, unless the context otherwise requires –

- “the Companies Act” means Act 61 of 1973, as amended or any Act which replaces it and where applicable to these Conduct Rules
- “the manager” or “managing agent” means a manager appointed from time to time in terms of the Articles of Association;
- “owner(s)” means the persons being the registered owner of a portion being a portion of Portion 127 of the Remaining Extent of the farm Tweefontein 372 JR on which the township Tjger Vallei Extension 7 is established;
- “the open spaces” means the common areas, the street, pavements, amenities and open spaces,
- “the property”, means the individual portions of Portion 127 of the Remaining Extent of the farm Tweefontein 372 JR on which the township Tjger Vallei Extension 7 is established
- words in the singular number shall include the plural and words in the plural number shall include the singular, words importing the masculine gender shall include females,
- If the provisions of these Conduct Rules are in any way inconsistent with the provisions of any Statute, the Memorandum and/or Articles of Association, the provisions of the Statute, the Memorandum and/or Articles of Association shall prevail, and these Articles shall be read in all respects subject to the Statute, the Memorandum and/or Articles of Association

DUTIES OF OWNERS AND LESSEES OF PROPERTIES

General Provisions

An owner:

- (i) shall not use his erf/portion/improvement (herein after “property) thereon or any other part of the open spaces, or permit it to be used, in such a manner as to be a nuisance to any other owner or as shall be injurious to the good name of the development;
- (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 development or the open spaces, or contravene or permit the contravention of the conditions of title applicable to his property
- (iii) shall not make alterations, additions or extensions (hereinafter “the works”) to any building and/or property which are likely to impair the stability,



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reputation and/or the appearance of the development or the use and enjoyment of other properties or the open spaces

- (iv) shall not do anything to his property which is in conflict with the Architectural Guidelines (annexed hereto marked Annexure "A") and/or any other provision dealing with the works to any building and/or property in the complex
- (v) shall, when the purpose for which a property is intended to be used, as shown expressly or by implication on the development plan, not use, nor permit such property to be used, for any other purpose, except with the written consent of the directors.

BINDING NATURE

The provision of these Conduct Rules and the duties of the owner in relation to the use and occupation of properties and open spaces shall be binding on the owner including lessee(s), any other occupants of the Office Park, including customers, clients, guests, visitors, invitees and/or employees and it shall be the duty of the owner to ensure compliance with the rules by his lessee including employees, guests, invitees, customers, clients, lessee or occupant.

Without derogating from the provisions and generalities of the prescribed Rules pertaining to duties of owners and occupants, further provision of the control, management, use and enjoyment of the properties and open spaces shall be as set out herein and which may be amended, altered and/or substituted by the directors

1.

ACCESS CONTROL

1.1 Owners, their employees, lessee(s), their employees and all other persons who enjoy the right (through the Owners and/or lessee(s)) to have unrestricted entrance to the complex will be provided with an identity tokens for their vehicles in order that they may have free access.

1.2 All visitors, invitees, customers, clients and guests shall be required to sign the register on entering the complex.

Failure to do so can lead to that person(s) being denied access to the complex

1.3 In order to minimise the security risk in the complex it is the duty of owners or lessee(s) to inform the security guard at the entrance to the complex of their contracts with workmen, plumbers, electricians, painters, curtaining and/or carpet contractors who move around the property in the performance of their work.

1.4 Any goods leaving the complex are to be accompanied by a dated written notice consenting to the removal of such goods signed by the owner of such goods, indicating the person and/or firm removing the goods which notice is to describe the goods being removed

1.6 No owner or lessee(s) may in any way whatsoever interfere with or give instructions to any of the security personnel employed by the Association from time to time to safeguard the complex. In particular, no owner or lessee(s) shall instruct any of the security personnel or staff employed by the Association and in particular:

1.6.1 To perform any task for him other than in an emergency.

1.6.2 To wash cars, clean any part of his property or any other part of the Open spaces.



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2.

BEHAVIOUR OF EMPLOYEES AND VISITORS

- 2.1 Owners and/or Lessee(s) are required to supervise their employees guests, invitees, customers and/or clients to ensure that no damage is caused to the open spaces or nuisance caused to other occupants.
- 2.2 Owners must ensure that occupants, visitors, guest, employees do not interfere with fire hose reels, plants, light fittings, garden furniture, water features, light fittings or any other equipment belonging to the Association
- 2.3 Owners will be held liable for the cost of repair and/or replacement, if they, their lessee(s) or their visitors, guests, or employees cause damage or loss of any kind whatsoever in or to any part of Association

3.

DEVELOPMENT: APPEARANCE FROM OUTSIDE

The owner or lessee(s) of a property shall not place or do anything on any part of the open spaces, including balconies, patios, verandahs and gardens of the properties which is in conflict with the Architectural Guidelines or in the discretion of the directors is aesthetically displeasing or undesirable when viewed from the outside of the property or above.

4.

DEVELOPMENT: DAMAGE, ALTERATIONS OR ADDITIONS TO THE OPEN SPACES

An owner or lessee(s) of a property shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the open spaces without first obtaining the written consent of the directors.

5.

DEVELOPMENT: INTERIOR AND EXTERIOR ALTERATIONS INCLUDING AERIALS/SATELLITE DISHES FOR RADIOS AND TELEVISION

5.1 Any external works of any kind whatsoever must be in strict compliance with the Architectural Guidelines however before any works are undertaken, the period within which the work must be completed must be agreed with the directors and must be adhered to. A deposit may be called for and will be forfeited if the work is not completed by the deadline or if the open spaces are damaged.

5.2

Subject to the above rules, alterations, additions or decorations to the exterior of the properties, including radio/television aerials and satellite dishes, or to any other portion of the open spaces, may not be made unless:-

- in strict conformity with the Architectural Guidelines; and
- only with the prior written consent of the directors; and
- only upon the terms and conditions contained in such consent.

5.3

A owner or lessee(s) (including his successor-in-title) of a property shall be obliged to maintain all alterations, additions and/or decorations (if same have been executed in terms of clause 5.2) made by him to the exterior of his property at his cost in a state of good order and repair and take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.

5.4

If a owner or lessee(s) of a property fails to comply with the provision of



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clause 5.3 and such failure persists for a period of 30 days after written notice to repair or maintain given by the directors or the Managing Agents, the Association shall be entitled to remedy the owner's failure in question in such a manner as it deems fit and to recover the cost of so doing from such owner.

5.5 Notwithstanding any approval granted by the directors in writing, no alteration, addition or decoration to the exterior of a property may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of the owner or lessee(s) of the property concerned to obtain such necessary permit or approvals.

5.6 Should any alteration, addition or decoration obstruct any employee or contractor of the Association in performing any work on the open spaces or common services, the owner or lessee(s) concerned shall be liable for any additional costs incurred by the Association in the performing of such work.

5.7 An owner or lessee(s) of a property shall not be entitled to interfere with electrical installations and plug points in or on the open spaces unless a licensed technician undertakes such work with the written consent of the directors

5.8 In the event of a contractor damaging any part of the open spaces while doing work on behalf of an owner, this damage will be inspected by the supervisor/directors, managing agents and recorded in writing and signed by the owner and/or the contractor. Should it become apparent after the completion of the work by the contractor or others that damage has been caused, the owner concerned shall be responsible to the Association for the cost of any repairs required.

5.9 Owner or lessee(s) shall keep and maintain the sewerage pipes, water pipes and drains in his property free from obstruction and blockages and generally in a good state of repair.

6. DEVELOPMENT: OWNER'S FAILURE TO MAINTAIN

If an owner:

6.1 fails to repair or maintain his property in a state of good repair and keep his garden in a neat clean and tidy condition as required by these Rules or the Articles of Association ; or

6.2 fails to maintain adequately any area of the open spaces that may be allocated for his exclusive use and enjoyment;

6.3 and any such failure persists for a period of thirty (30) days after the giving of written notice to repair or maintain given by the directors or the managing agent on their behalf, the Association shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

7. AUCTIONS AND JUMBLE SALES

No auctions or jumble sales may be held on the open spaces or in a property without the written approval of the directors.

8. EMPLOYEES, PRIVATE STAFF

8.1 An owner or lessee(s) of a property shall be responsible for the activities and conduct of his private employees, specifically and especially chargs, maids



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- and gardeners and such, and shall ensure that such employees understand and not breach any rules, national or provincial legislation or local authority by-laws which may affect the scheme.
- 8.2 Chars and gardeners are not allowed to loiter on the open spaces, nor cause undue noise within property or on the open spaces or elsewhere.
- 8.3 Any owner or lessee(s) whose private employee consistently fails to abide by the Conduct Rules may be requested to remove such employee from the property if so instructed in writing by the directors.
- 8.4 An owner or lessee(s) of a property may not request personal duties to be performed by the staff employed by the Association during working hours.

9. **FIREARMS / THROWING OF STONES/FIREWORKS**

- 9.1 No firearms, pellet guns or fireworks may be discharged in/or on the development
- 9.2 No stones or solid objects may be thrown or propelled in/or on development

10. **FIRE HOSES**

An owner or lessee(s) of a property shall not under any circumstances, except in the case of fire, break the seal on any of the fire hoses in the complex. Any person found tampering with the seals or breaking the seals or in any way using the fire hoses for any other purpose other than that for which it was intended, will be fined the fee that it will cost the Association to have the fire hose resealed.

11. **GARDENS**

- 11.1 An owner or lessee(s) of a property shall maintain the areas surrounding his property in a neat and tidy condition.
- 11.2 In the event that lawns are mowed by employees of the Association or any agents appointed to look after the gardens, the lawns will not be mowed if animal excrement is evident on the lawn. Owners will be responsible for removing all animal excrement before lawns are mowed. Should excrement not be removed, the owner will be responsible for the mowing of the lawn.
- 11.3 No plant or flower may be picked from, nor may any damage be caused to, the garden areas on the open spaces and the natural fauna and flora shall not be destroyed, removed or damaged in any way without prior written consent of the directors.
- 11.4 Garden tools and other equipment shall not be kept in any place where they will be viewed from other properties or any portion of the open spaces.
- 11.5 Watering of private gardens are to be done by the owners, and all local authority rules or special regulations regarding water restrictions, should they exist, are to be adhered to. The directors or the managing agents will not be liable for any fines imposed by the local authority on any owner or occupant found not adhering to special regulations such as water restrictions.
- 11.6 Wall plants and creepers (if permitted in terms of the Architectural Guidelines and consented to in writing by the directors) must be properly maintained and not be allowed to cause damage to external walls, brickwork or other parts of the open spaces and must be cut back at the request of the directors. Any damage caused will be repaired for the account of the resident



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responsible.

12. **LETTING OF PROPERTIES**

- 12.1 All lessee(s) of properties or other persons granted rights of occupancy by any owner of the property are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 12.2 The owner of a property shall be obliged to provide the lessee(s) with a copy of the Conduct Rules, obtainable from the directors or Managing Agents, and ensure that the lessee(s) of his property or other person granted rights of occupancy by him is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant or rights of occupancy.
- 12.3 For security reasons, the owner of a property, the agents managing the lease or the prospective tenant shall be obliged to notify the directors in writing within 14 days of the date of conclusion of a lease of his property of the full names of the tenant and of the period of the lease. Similarly, an owner shall forthwith notify the directors in writing of the full names of any other person granted rights of occupancy.

13. **LOSS OR DAMAGE**

- 13.1 The Association/managing agents/ supervisor/directors and/or Association employees shall not be liable for any injury or loss or damage of any description which any owner or lessee(s) of a property including any of his employees, visitor, invitees, guests, customers and/or clients may sustain physically or to his or their property, directly or indirectly, in or about the open spaces by reason of any defect in the open spaces, its amenities or for any act done or any neglect on the part of the Association or any of the Association employees, staff, agents or contractors.

- 13.2 The Association or its agents and employees shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and the delivery or non-delivery of goods, postal matter or other property.

14. **MOTOR VEHICLES, USE OF DRIVEWAYS, PARKING AREAS AND GARAGES**

- 14.1 Road signs on the open spaces shall be observed, and particularly the speed limit of 10 km/h.
- 14.2 Vehicles may not be driven within the open spaces in any manner which creates a nuisance or is dangerous
- 14.3 Unlicensed drivers are not permitted to drive any vehicle within the open spaces.
- 14.4 Hooters shall not be sounded within the open spaces other than in emergencies.
- 14.5 Vehicles may be parked only on such areas of the open spaces as are specifically indicated or approved by the Association for that purpose and in such a way that the flow of traffic and access to and egress from garages, carports and parking bays is not obstructed. Parking on the lawns is prohibited and damaged lawns or gardens will be for the account of the owner.



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- 14.6 Visitors may only park in the identified visitors parking areas.
- 14.7 Damaged vehicles and vehicles that are not in general use, vehicles that drip oil or brake fluid on to the open spaces or that are not roadworthy may not be parked on the open spaces other than for such short periods as may be approved by the directors in writing.
- 14.8 No vehicles, trucks, caravans, trailers, boats or other heavy vehicles may not be parked on any portion of the open spaces without the prior written consent of the directors. Any of the above mentioned shall be registered with the directors and display the Association occupants' disk indicating property number and registration number. The directors may instruct any of the owners or users of the above vehicles parked, standing or abandoned on the open spaces in contravention of these Rules to be removed or towed away, at the risk and expense of the owner.
- 14.9 No person may dismantle or effect major repairs to any vehicles on any portion of the open spaces, including carports.
- 14.10 Vehicles may only be washed within the confines of the owner's property but fire hoses may under no circumstances be used for this purpose.
- 14.11 Parking of vehicles upon the open spaces or on any other part of the complex is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle and that no liability shall attach to the Association or its agents or any of their employees for any loss or damage of whatever nature suffered by the owner of the vehicle
- 14.12 Car alarms that are triggered must be attended to by the owner of the vehicle immediately. Should the owner of the vehicle be absent from the complex, and the vehicle alarm causes a disturbance to the occupants in the complex, the directors will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the owner of the vehicle.
15. **NOISE**
- 15.1 An owner or lessee(s) of a property shall ensure that he and his visitors, customers, clients and guests do not make or cause undue noise at all times. This rule applies to the development, properties private gardens areas and open spaces.
- 15.2 No owners or occupant of a property shall do or permit to be done or persist in doing any act, matter or thing which may cause or tend to cause a nuisance to any other occupants of the complex.
16. **PESTS: ERADICATION OF**
- A owner shall keep his property free from white ants, cockroaches, borer and other wood destroying or other insects and to this end shall permit the directors, the managing agents and its duly authorised agents or employees, to enter upon his property from time to time for the purpose of inspecting the property and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection or eradicating of any pests as may be found within the property, replacement of any woodwork or other material forming part of such property which may be damaged by any such pests, shall be borne by the owner of the property concerned.

17. **REFUSE DISPOSAL**

- 17.1 Refuse is to be placed in the container provided by the local authority and is to be left outside the property before 8:00am on the day that the local authority collects
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the refuse. In the event of the refuse not being collected the owner is return the container to his property where same will be visible from the outside by not later than 5:00pm on the same day.

17.2 No refuse may be left out overnight anywhere on the open spaces and in front of the property where it is visible from the outside.

18. **SIGNS AND NOTICES**

No owner or lessee(s) of a property shall place or permit to be placed, any sign, notice, billboard or advertisement of any kind whatsoever on or at that property, or on or about any part of the open spaces which do not strictly conform with the guidelines relating to signage and without the written consent of the directors.

19. **STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

A owner or lessee(s) shall not store or permit to be stored any inflammatory materials, or do or permit or permit to be done any dangerous act in the development or on the open spaces, which will or may increase the rate of the premium payable by the Association in respect of any insurance policy required by the Association.

20. **OWNER OR LESSEE(S) NOT THE AUTHORISED AGENT OF THE ASSOCIATION**

Only the duly elected directors of the Association may enter into any contract on behalf of the Association and incur any liability for the Association and then only by two such directors acting simultaneously. No other owner or lessee(s) may in any way whatsoever enter into any such contract on behalf of or incur any liability on behalf of the Association, without written consent of the directors first being obtained.