



POLICIES

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Background

Sectional Title complexes are governed by the following Acts:

- **Sectional Titles Act, 1986 (Act No. 95 of 1986)** (in short STA) with Prescribed Management and Conduct Regulations/Rules
- **Community Schemes Ombud Services Act 2011 (Act No 9 of 2011)** (in short CSOS Act)
- **Sectional Title Scheme Management Act 2011 (Act No 8 of 2011)** (in short STSM Act) with Sectional Titles Scheme Management Regulations and Prescribed Management and Conduct rules

In the past, there were incorrect practices due to questionable interpretations of the original Act and subsequent amendments based on personal opinions from different sources. The purpose of this document is to explain clearly the correct understanding of the differing responsibilities at Stormhaven Park and give practical guidelines for maintenance, replacements or additions. The information is given in basic, broad terms for ease of understanding. It would need a book to list all the information and exceptions in detail.

Where the legislation is subject to differing interpretations, Stormhaven Park's standard practice over many years has been to consult with architects, accountants and reputable, respected Sectional Title legal experts, as well as other professionals in specialized fields. We are thus confident that our application of and compliance with the legislation is wholly trustworthy.

Please note that the new legislation uses the term "member" for the more common "owner". To avoid confusion, we will follow the new usage, and gradually adopt "member" in our various documents.

The content which follows is for clarification, emphasis and guidance. It supplements the Stormhaven Park Management and Conduct Rules Sections.

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1.APPROVED AWNINGS AND PATIO COVER SPECIFICATIONS

NB: All plans for new or replacement awnings, pergola and patio covers must conform to the specifications below and must have the approval of the Trustees before installation.

1.1 Fixed and retractable awnings over doors and windows

- 1.1.1 Any awning framework to be anodized bronze Aluminium or similar colour;
- 1.1.2 Canvas or other fabric to be of a simple design; colour/s to be complementary to exterior wall colours and to the immediate neighbours;
OR
- 1.1.3 Aluminium in colour/s to be complementary to exterior wall colours and to the immediate neighbours

1.2 Pergola

- 1.2.1 Replacement of single beams must match the existing construction.
- 1.2.2 Wooden pergola may be replaced with anodized bronze aluminium; however, the end profile of beams should be the same or similar to the original wooden beam-ends and be approved by the Trustees.
- 1.2.3 Also refer to pg. 19 – Open patio

1.3 Patio Covers

- 1.3.1 Building plans for any new or replaced fixed roof or cover to patios must be submitted with the request to Trustees.
- 1.3.2 Fixed Covers to be:
corrugated aluminium sheets coloured off-white'; OR
corrugated Cromadek steel sheets coloured off-white; OR
corrugated polycarbonate Opal 50 (50 shade) sheets (complimentary colour approved by Trustees)
- 1.3.3 Adjustable aluminium louvres coloured off-white
- 1.3.4 Fascia boards, gutters and downpipes, in white, to be provided for the abovementioned covers, irrespective of the type of material used)
- 1.3.5 All water from gutters and downpipes is to be channeled away well clear of the immediate and neighboring building foundations
- 1.3.6 Retractable covers: Canvas or other fabric to be of a simple design; colour/s to be complementary to exterior wall colours and to the immediate neighbors.

2.CATERING

Please note that due to COVID catering arrangements might be slightly different.

2.1 Overview

- 2.1.1 Stormhaven Park contracts with a Caterer to provide lunches daily, except Saturday, and other ad hoc services
- 2.1.2 The present (October 2020) Contractor is Feedem Pty Ltd.
- 2.1.3 Costs of this service are recovered by:
 - i. A monthly “**Catering Shared Cost**” to cover overheads is calculated on a per resident basis with a minimum of 1 resident per unit whether occupied or not.
 - ii. **Meal Charges**, which may differ according to the type and number of courses or may be for a multi-course meal (Sundays).
 - iii. All catering cost recovery is done through the monthly Levy Accounts; no cash will be handled. The Catering Shared Cost charge is for the Calendar month in arrears; Meal Charges will be calculated from the 16th of a month to the 15th of the following month and added to the Levy account at the end of that (following) month.
 - iv. Should a unit normally occupied by 2 residents be unoccupied for longer than a single calendar month, the office should be advised in writing for the Catering Shared Cost to be reduced to the minimum.
 - v. Any queries on the Meal Charges should be raised directly with the Caterers Manager (Anneke, intercom 205) and not with the Stormhaven Park Office.
- 2.1.4 Additional services (an a la carte menu, special tea / function catering) are available on an ad hoc basis. Residents are welcome to make use of these for family and friends especially for birthdays etc.
- 2.1.5 The Dining Room is not open to the general public but only to Owners and Residents of Stormhaven Park and their accompanying guests

2.2 Specifications and Procedure

- 2.2.1 The type, quality of ingredients and meals and standards in their preparation is set out in the contract between Stormhaven Park and the Caterer.
- 2.2.2 The necessary standard of hygiene is monitored through regular inspections by the Sister and by independent contractors.
- 2.2.3 Lunch comprises options of starters, main courses (2 proteins, 2 vegetables, 1 starch) and deserts. For those enjoying a main course, tea and coffee are also available.
- 2.2.4 Only special dietary requirements of residents as advised by a doctor’s note will be provided.
- 2.2.5 The Caterer will issue a menu on Wednesday or Thursday of each week to cover the following Monday to Sunday meals. Residents’ orders on this form should be submitted to the office by 12:00 on Friday.
- 2.2.6 Cancellations and changes to the advised orders may be made before 9:00 a.m. on the day of the meal by phoning the caterer (intercom 205).

2.3 Dining Room Service

- 2.3.1 Lunch is served between 12:30 and 14:00
- 2.3.2 A register of the meals ordered is placed at the Dining Room door; residents should confirm their provision by signing this.
- 2.3.3 There will be table service for each course, except that
 - i. Salads should be collected by residents at the bain-marie;
 - ii. Tea and coffee are available at the table next to the bain-marie
 - iii. Buffet service for some courses is provided from time to time
- 2.3.4 Under no circumstances may residents remove any cutlery, crockery or serviettes from the dining room.

2.4 Takeaway Service

- 2.4.1 To meet residents' needs or preferences, a takeaway service is available for the catered meals.
- 2.4.2 The ordering of takeaway meals from the weekly menu is as described in items 2 above.
- 2.4.3 Residents should place their own **clean** containers for each meal / course in the trolley at the Healthcare entrance by 9:00 a.m.
- 2.4.4 The meals may be collected by residents between 12:00 and 14:00 each day.
- 2.4.5 Takeaway meals may be delivered to residents only with the prior authorization of the Sister in charge.
- 2.4.6 The weekly menu includes an option for a Saturday takeaway meal. A last-minute change for a Saturday meal may be made up to 9:00 on Friday (i.e. the day before). Saturday meals should be collected between 12:00 and 14:00 on Fridays.

2.5 A la Carte Service

- 2.5.1 The a la carte service is available from Mondays to Fridays. The menu is issued to each unit, and copies may be obtained from the Caterers.
- 2.5.2 Orders may be placed from 8:00 – 12:30 and then again from 14:00 – 15:00.
- 2.5.3 For Takeaway A la Carte Meals, residents should bring their own clean containers.

3. GARDENS

Any water restrictions imposed by the Municipality from time to time must be adhered to at all times and supersede any guidelines for watering and landscaping below.

3.1 Common Property

All the grounds are Common Property and as such are under the control of the Trustees. However, certain portions of the garden, upon request, may be allocated to residents for their enjoyment in cultivating and caring for them. These “scratch patch” arrangements are described more fully below.

3.2 Garden Management

The management of the gardens is the responsibility of the Support Officer. She is working closely with the Gardening portfolio Trustee and gardening staff. Residents are requested not to give instructions to the gardeners diverting them from their duties during working hours. Residents may not take it upon themselves to prune or remove plants in any area of the gardens (other than in their scratch patches). Residents are requested to complete a job card at Reception or via the WeConnectU system to request garden maintenance on common property (excluding scratch patches). Please remember that although we endeavour to attend to job cards right away it is not always possible to complete them on the same day.

3.3 Undesirable Plants

- 3.3.1 Undesirable plants are banned exotic plants, or large trees or shrubs planted in positions that could negatively affect the buildings or the environment of a specific unit. Smaller shrubs must not be planted so close to walls that they impede access for maintenance. Banned plants may not be introduced into Stormhaven Park at any time. Large trees or shrubs may only be planted after Trustees have given written approval. This includes planting in scratch patches.
- 3.3.2 In the event of creepers or other plants growing on the exterior of a section, the owner of the section directly in front of which the creeper or plant is situated, shall be obliged, if called upon by the trustees in writing under signature of the Chairman, to either control the creeper to the satisfaction of the adjoining owner or to remove it altogether. No creeper shall be allowed to grow in such a manner as to cause or tend to cause any damage to the building or the external timberwork thereof.
- 3.3.3 No resident may plant any tree or large shrub, unless the type thereof has been approved by the trustees beforehand, in writing.
- 3.3.4 No owner shall do anything which may cause or allow any plants or other improvements in or about the building to become damaged, lopped, destroyed, or removed.

3.4 Scratch Patches

Residents may apply to Management for a small area adjoining their home for their cultivation, etc.

- 3.4.1 These scratch patches are the responsibility of the resident. Costs for fertilizer, plants, etc. for the scratch patch are for the Resident's own account.
- 3.4.2 The scratch patches are to be kept neat and well-looked after, failing which they will revert to Management.
- 3.4.3 Once a scratch patch returns to the control of Management, maintenance arrangements revert to those for all common property. Residents may not involve themselves in the gardening of that area.

3.5 Irrigation

As noted above, compliance with municipal water restrictions is an overriding condition of any watering of gardens.

- 3.5.1 Only marked taps (i.e. those supplying borehole water) may be used for outside irrigation.
- 3.5.2 A routine procedure for watering lawns has been devised and is followed by the gardeners.
- 3.5.3 Residents may use the common property hosepipes for watering their scratch patches or assist with watering sections of the common property before or after normal business hours, i.e. before 08h00 and after 16h00 Mondays to Fridays. This is to allow enough borehole water pressure for the Stormhaven Park Gardeners during business hours.
- 3.5.4 After use, the common property hosepipes must be neatly replaced in their original positions and care should be taken to ensure that the water is fully switched off so there is no dripping. Hoses or hose fitting must not be removed.
- 3.5.5 Residents wanting to use their own sprinkler systems or sprayers require written approval from Management and are kindly requested to provide a manual or automatic timer to control water consumption.

3.6 Gardeners

- 3.6.1 The gardening staff of Stormhaven Park Body Corporate may be employed and paid by the residents for after-hours gardening. The current rate applicable, as of October 2020, and payable directly to the gardener is R50 per hour.
- 3.6.2 Gardeners are available for additional work after hours until 18h00 Mondays to Fridays, and up to 13h00 on Saturdays and non-religious public holidays, by arrangement directly with the gardener. No work is allowed on a Sunday.
- 3.6.3 Gardeners may not work on scratch patches during normal working hours and residents are asked not to approach gardening staff to do work for them during these hours.
- 3.6.4 **Gardeners are not to be approached directly if the Residents have any special needs – For special requests; please contact Reception to issue a Job Card or log a job card on the WeConnectU system.**

3.7 Outside Gardeners

- 3.7.1 Outside gardeners may be employed by residents during both normal working hours, and during the after-hours period as described in (b.) above.
- 3.7.2 For security reasons, Management must be advised of these arrangements beforehand by supplying the Office with a copy of the Gardener's Identity Document, physical address and contact details and also specify working hours.
- 3.7.3 The resident must supervise gardeners at all times and is responsible for their behaviour.

3.8 General

- 3.8.1 Pots, birdbaths, benches and other furniture or decorative items may only be permanently placed on common property with the approval of Management.
- 3.8.2 Following Conduct Rule 5 (1), besides scratch patches, stoeps and patios are to be kept neat and tidy at all times.

4. REVISED GATE ACCESS CONTROL POLICY (December 2019)

4.1 Allocation

- 4.1.1 Vehicle Gate Remote for each garage owned or rented by a Resident will be provided free of charge by the Body Corporate
- 4.1.2 An additional gate remote may be allocated to units that are occupied by two authorized residents, but the extra remote must be paid for by the resident
- 4.1.3 Owners living elsewhere with tenants living in their Units, may each have 1 Vehicle Gate Remote provided that they pay for these themselves
- 4.1.4 1 pedestrian gate tag will be provided by the Body Corporate to each resident occupying a unit.
- 4.1.5 If a pedestrian tag or gate remote is lost, the owner or resident must pay for the replacement thereof.

4.2 Access Control

- 4.2.1 When residents (whether Members or tenants) cease occupation at Stormhaven Park, the remotes and tags in their possession must be returned to the Office whether or not the owners or residents paid for them. This is essential otherwise security control of access to Stormhaven Park will be lost.
- 4.2.2 When new Owners or tenants take up residence at Stormhaven Park, they will be issued with the remotes and tags according to the allocation policy set out above.

4.3 Implementation

The Trustees and Management of Stormhaven Park will do a comprehensive inspection and review of all access devices in the possession of owners and residents and all surplus devices will be returned to the Office and will be deactivated on the system.

5. HEALTHCARE

A 24-hour medical emergency care service is available at Stormhaven Park.

A **Professional Nursing Sister** is in charge and her formal duty hours are:

Mondays to Thursdays: 08h00 to 16h00

Fridays: 08h00 to 15h00

She is assisted by an Enrolled Nursing Assistant (ENA) during these hours.

The Sister is on call by the Manager or ENA for emergencies outside the above hours.

The ENA's are on duty 24 hours, seven days a week.

5.1. To contact the sister or ENA from your unit

5.1.1 Use the wireless panic button as demonstrated when the system was installed. It is important that all residents know how to use the system and if there is any doubt, this should be reported to the office immediately.

5.1.2 Either

- Phone the **Healthcare Office** at Extension **204** OR
- Phone the **Healthcare Cell Phone** at: **083-500-3639**

5.1.3 After hours, the ENA is in contact with the security guard via a two-way radio and he will accompany her to a unit at night in the event of an emergency.

5.1.4 First aid supplies are held for use in emergencies only. Supplies for further care should be purchased by the Resident from their pharmacy at their own expense unless treatment is prescribed by the Resident's own physician.

5.1.5 It is requested that residents inform the Sister as soon as possible when they are ill, or if they have had an accident, e.g. a fall, to enable the medical staff to give them the necessary attention.

Please note that at all times the medical responsibility for the patient remains that of the person himself or herself and/or his/her family.

5.2 Nursing Sister – Resident Services

5.2.1 Welcoming new Residents and recording their emergency and medical information

5.2.2 Carrying out simple medical procedures, e.g. injections, dressings, etc.

5.2.3 Doing observations, e.g. blood sugars, blood pressure, temperatures, etc.

5.2.4 Assisting Residents with baths / showers / bed making in case of illness or after an operation etc. This is available at no charge but for a maximum period of 6 weeks after

hospitalization or illness. If care is required for a longer period, the resident should consider employing a temporary Caregiver.

- 5.2.5 Advising Residents on diet or medications, when required
- 5.2.6 Supervision of medication for forgetful Residents
- 5.2.7 Visiting the sick and the lonely on a daily basis and attending to their medical needs
- 5.2.8 Visiting units regularly to maintain contact with Residents and for familiarization with their current needs.
- 5.2.9 Panic Button System: Regular checks to ensure that it is correctly programmed and that the batteries are charged.
- 5.2.10 During these visits, reminding Residents of their annual medical check-ups.
- 5.2.11 Arranging Doctor's appointments if required to do so.
- 5.2.12 Carrying out Resident's Doctor's instructions.
- 5.2.13 Visiting Residents in hospital and finding out from the Doctor and Sister-in-charge at the hospital about any aftercare that might be required.
- 5.2.14 Arranging the necessary aftercare.
- 5.2.15 Being available after-hours for emergencies
- 5.2.16 Contacting the family in person when a Resident die.
- 5.2.17 Contacting the next of kin on a regular basis and keeping them informed of Residents progress when ill or frail.
- 5.2.18 Responsible for ENAs in providing services for Residents

5.3 Home Based Care

It must be clearly understood that the resident/s and their families have several options of which Stormhaven Park Home Based Care is but one. Alternatives are Frail Care, Private Nursing Agencies or privately employed Caregivers. Should an option other than Stormhaven Park Home Based Care be chosen, a disclaimer absolving Stormhaven Park of such services and the concomitant responsibility is to be signed.

Home Based Care is:

- 5.3.1 Joint decision by Resident, Family and/or Management when to start Home Based Care, which will be provided by Stormhaven Park at an additional cost.
- 5.3.2 A Professional Service Level Agreement must be signed between the Resident and/or Family and Stormhaven Park before any assistance will be provided.
- 5.3.3 The Healthcare Supervisor makes a recommendation regarding the working hours depending on the health position of the resident.
- 5.3.4 Depending on the hours and number of Caregivers needed, the sister will then negotiate with experienced Caregivers listed on the Stormhaven Park formal Caregiver list.
- 5.3.5 After negotiations, the Sister will report back to the resident/s and family regarding a working schedule and wages.

- 5.3.6 After approval by the resident/s and family, the Healthcare Supervisor will assist the resident with drawing up a basic contract based on the Basic Conditions of the Employment Act on behalf of the resident and both parties (Employer – Resident) and (Employee – Caregiver) will then sign this contract.
- 5.3.7 The wage of the Caregiver is paid on a monthly basis directly from the resident/s account to the Caregivers account. The residents/s can arrange this themselves or the Healthcare Supervisor can assist them in this matter. This wage amount excludes any deductions for example the 1% UIF (Unemployment Insurance Fund).
- 5.3.8 The Healthcare Supervisor will register the resident and Caregiver for UIF on behalf of the resident and will assist the resident with the necessary payments and forms, except for when the resident’s financial affairs are handled by a bank, trust etc.
- 5.3.9 The Healthcare Supervisor calculates the monthly working schedule for the Caregiver/s and visits the unit on a regular basis. The Healthcare Supervisor also does inspections to see that the Caregiver/s are doing their work properly. She also gives classes to the Caregivers on a monthly basis where possible, to keep the Caregivers up to date with medical care.
- 5.3.10 The Healthcare Supervisor will arrange for a relief Caregiver when the permanently employed Caregiver/s wants to take leave or is indisposed.
- 5.3.11 Caregivers will be under the Healthcare Supervisor’s supervision with regard to their Caregiver/Domestic Duties
- 5.3.12 Stormhaven Park will assist Residents in the following: Employment Contracts, Duty Rosters, Arranging of Relief Staff, Payment of Wages
- 5.3.13 For the abovementioned assistance, the resident/s pay 4% of the total amount of the Caregiver/s gross remuneration to Stormhaven Park on a monthly basis whilst Caregivers are employed.

Caregiver Duties:

- 5.3.14 Bath / shower / wash person they are caring for
- 5.3.15 See hair is washed regularly and cared for
- 5.3.16 See finger and toenails are clean and cut
- 5.3.17 See that person eats and drinks correctly
- 5.3.18 Note any changes in persons’ condition, and notify / alert the resident Medical Staff
- 5.3.19 See that person takes medication prescribed by a Doctor at the correct times and in the correct amount
- 5.3.20 Take a person for walks when weather allows it
- 5.3.21 Reads, plays games, talks to person (for mental stimulation)

Domestic Duties:

- 5.3.22 Cleans the house
- 5.3.23 Keeps the windows clean – inside and out
- 5.3.24 Does the laundry, and does the ironing
- 5.3.25 Makes the bed and changes the linen regularly
- 5.3.26 Does shopping for food and cleaning materials

6. JOB CARD SYSTEM

6.1 Common Property

“Common Property”, in relation to a scheme, is defined in the Sectional Title Act as:

The land included in the scheme; such parts of the building or buildings as are not included in a section; and land referred to in Section 26 (of the Act). Please refer to the following rules which appear in the Conduct Rules 5 (1) ff:

Damage Alterations or Additions to the Common Property

An owner or occupier of a section shall not mark, paint, drive nails or screws or he like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.

Notwithstanding sub-rule (1), an owner or person authorised by him, may install:

- (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
- (b) any screen or other device to prevent the entry of animals or insects, provided that the trustees have first approved the nature and design of the device and the manner of its installation.

No owner or occupier may install any aerial or device for reception or transmission of Radio, television, or other signals if such installation is or will be visible from outside his section.

Notwithstanding the provisions of sub-rule (3), and with the prior written consent of the Trustees, a “satellite dish” may be so installed, subject to such terms and conditions as may be prescribed therein and subject to the rescission of such consent by the trustees, in the event of non-compliance with the imposed conditions.

Appearance from Outside

The owner or occupier of a section shall not place or do anything on any part of the common property including balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

The owner or occupier of a section shall not make any alterations to or repaint the exterior of his section or any part of the common property.

6.2 Maintenance Requests and other issues

- 6.2.1 For the job card system to be effective, all maintenance requests from Residents, whether for inside the unit (private) or outside (common property), must be reported to the Reception Office directly.
- 6.2.2 Reception Office will issue a job card for each request, number and log it onto the WeConnectU system.
- 6.2.3 After the job has been completed, it must be marked complete on the WCU system. A record of all jobs is kept on WCU.

- 6.2.4 Any charge to the Resident (if applicable) will be annotated on the job card and recovered through the monthly levy account.
- 6.2.5 Management will check all job cards regularly to ensure that all jobs are completed in a reasonable time period unless a valid reason exists for jobs outstanding/not completed.
- 6.2.6 Small private work (inside the unit), e.g. changing a light bulb etc., will first be referred to Management for approval. These jobs will, unless considered an emergency, be scheduled for Friday mornings.
- 6.2.7 Resident will be informed if a job requested for inside a unit cannot be done and should be done privately or if a professional should be called.
- 6.2.8 Residents are to refrain from approaching any staff member directly for any requests during working hours. No staff member may receive money from Residents for work during office hours.
- 6.2.9 Stormhaven Park equipment and/or material may not be used for private jobs after hours, unless approved by Management in advance.
- 6.2.10 Any contractors should report at the Reception Office to sign Contractors Rules and receive tags before commencing their work.
- 6.2.11 Frequently used/preferred contractors should sign Stormhaven Parks Service Level Agreement.
- 6.2.12 Any after hour maintenance emergencies should be reported to the Nurse-on-Duty who will contact the staff member on standby.
- 6.2.13 Swimming Pool: The 'kreepy krauly' should not be taken out of the water as it works on a timer and if the pump runs with the 'kreepy krauly' out of the water, it can result in damage to the pump.
- 6.2.14 Residents are requested to please report any leaking taps and other maintenance problems on the common property that they might notice, to the Reception Office.

7.MAINTENANCE ENHANCEMENTS

Body Corporate versus Member's Responsibility

Common Property

The Body Corporate is responsible for repair and maintenance to "common property". The "Common Property" is defined in the Acts as: "the land included in the scheme; such parts of the building or buildings as are not included in a section; and land referred to in Section 26 (of the STA)"

Boundary line

The STA – Point 5 states the following:

"(4) The common boundary between any section and another section or common property shall be the median line of the dividing floor, wall or ceiling, as the case may be.

(5) For the purposes of subsection (3) (d) the boundaries of a section shall be defined—
(a) by reference to the floors, walls and ceilings thereof, or as may be prescribed: Provided that any window, door or other structure which divides a section from another section or from common property, shall be considered to form part of such floor wall or ceiling; ..."

In simple terms: the boundary line of a unit runs through the centre of the outside wall of the original unit. The outer half of the wall is the Body Corporate's responsibility (common property), and the inner half of the wall is the responsibility of the member.

7.1 The 50/50 Rule

Where maintenance work crosses the boundary line, the cost of that work, including material and labour, is to be divided 50/50 between the Body Corporate and the respective member. However, there are ambiguous cases relating to the boundary line; these are dealt with in the sections which follow.

7.2 Windows and doors

In terms of the Act, it is accepted that windows and doors are in line with the boundary line. Therefore, their repair and maintenance are also dealt with on a 50/50 basis.

This 50/50 rule applies to both inside and outside a unit. In the past Stormhaven Park and the members have agreed that the Body Corporate will attend to the regular maintenance of the outside maintenance of the windows and members to the inside maintenance. (Guidelines for aluminium frame replacements of windows are given below.)

The Body Corporate is only responsible for common property with regards to the original building. Security gates, burglar bars, doorbells, unit numbers, post boxes, are deemed to have been fixed to the original building by the member or past members. The maintenance of these items is the responsibility of the current and future members.

These items are attached to common property. Modification, replacement and new installations therefore require the authorisation of the Trustees to ensure that they conform to the aesthetic standards of the complex.

7.3 Ceiling

The centre of the ceiling and above is common property; from the centre of the ceiling downwards is the member's responsibility.

The Sectional Title Act refers to exceptions for the maintenance of hot water cylinders, pipes, tubular sky lights, solar panels etcetera above the ceiling. As these are for the benefit of the section member and/or resident, their regular maintenance is the responsibility of the member. Note, however, the hot water cylinder is covered under the Body Corporate's insurance policy for a burst only.

7.4 Floor

The concrete slab of the floor is approximately 30 cm in depth. The top half of the floor slab, including the type of flooring, i.e. carpet, tiling etc., is the member's responsibility. The bottom half of the slab and beneath is common property. Here, too, fitted carpets may be covered by the Body Corporate's insurance policy for certain types of losses.

7.5 Courtyard

The courtyard forms part of the member's section. The boundary line is the outside wall of the courtyard, i.e. only the outside part of the wall is common property. The inner wall, the courtyard, the washing line and windows etcetera, are thus the responsibility of the member. Windows facing directly into the courtyard are not classified as common property, and thus wholly the responsibility of the member. Nevertheless, changes and replacement, etc., do require the approval of the Trustees.

Repairs and maintenance of the courtyard gate will be done on a 50/50 basis.

The Body Corporate has no legal obligation towards repairs and maintenance of these sections on the inside of the courtyard, i.e. inside the boundary line, but the Trustees have in the past, and will until further notice, to preserve the complex's aesthetic appearance, agreed to paint the courtyard inside walls and varnish the outside of the windows in the courtyard.

7.6 Open patio

The boundary line runs on the outside of the paved section of the open patio, i.e. where the paving ends and the garden begins. This in effect means that the walls of the open patios are, in terms of the Act, not on the boundary line and their maintenance, including replacement of windows and frames, is the responsibility of the member.

Where there are still the original wooden beams, these are lower than the ceiling height of the original building and their maintenance is therefore the member's responsibility.

In the budget for each year, an amount may be set aside for the replacement of wooden Pergolas with aluminium beams. Pergolas in need of replacement will be identified and the members notified. The Body Corporate have no obligation to external repair and maintenance of the pergolas. Financial assistance will however be considered (within budget) in cases which the wooden pergola, or a section thereof, is considered by Management to be rotten beyond repair.

Should a member wish to replace a pergola where the wood, or a section thereof, is considered by Management to be in a reasonable condition and/or not rotten beyond repair, the Body Corporate still has no financial obligation towards its replacement. However, the Body Corporate might consider financial assistance (within budget) to encourage aluminium replacement.

Likewise, the bricked paving of the open patio is deemed to be above the centre of the floor slab of the original building and is therefore also the member's responsibility.

Accordingly, the Body Corporate has no legal obligation towards repairs and maintenance of these sections. In the past, the Trustees have, and will until further notice, agreed to paint the outside of the patio walls and varnish the outside of the patio windows and doors to preserve the complex's aesthetic appearance.

7.7 Enclosed patio

When plans are drawn up to enclose a patio, the enclosure is to be built within the boundary line of the section and is not allowed to extend onto common property. This has been confirmed with

architects and sectional title experts. In other words, the boundary line runs on the outside of the enclosure and not through the centre of the new outside wall of the enclosure. The roof & ceiling of the enclosed patio are new additions, not part of the original construction. Thus, no part of the enclosure encroaches upon common property and the Body Corporate has no legal obligation or responsibility for any repairs or maintenance.

However, as with Open Patios (refer 8 above), the Trustees have, and will until further notice, agreed to paint the outside of the patio walls and varnish the outside of the patio windows and doors to preserve the complex's aesthetic appearance.

Stormhaven Park's existing guidelines for patio enclosures are therefore:

"Where a member, whether past or current, has enclosed the open patio, any future maintenance on the enclosed section, i.e. roof, walls (both interior and exterior faces), floors, windows, doors etc. become the responsibility of the member and all future members."

This guideline follows the logic that, since the Body Corporate has no legal obligation to maintain the walls, windows and doors of an open patio, it follows that it has no legal obligation to maintain enclosed patios. This is supported by a received legal opinion: *"The enclosure benefits only the member of the section concerned so a natural condition of the Trustees' consent to its building would be that the member takes responsibility for its maintenance..."*

Any member wishing to enclose his patio must apply to the Trustees for their approval with the required municipal plans and approval, as outlined in the Management Rules.

7.8 Front / Back Door Replacements

When the original wooden front / back door needs replacement, or replacement is desired by the member, such replacement will be an anodized aluminium door. However, the Board of Trustees must be furnished with full particulars of the proposed replacement in order to confirm it as being within the aesthetic standards of Stormhaven Park. The consent of the Trustees must be given in writing before any work is commenced.

The budget approved by members at the Annual General Meeting may include an amount to assist members in the replacement of wooden doors with aluminium doors. The Body Corporate's obligation is limited to external repair and maintenance. Financial assistance is therefore limited to cases in which the wooden door, or a section thereof, is considered by Management to be rotten beyond repair. Should a member wish to replace a wooden door where the door, or a section thereof, is considered by Management to be in a reasonable condition and/or not rotten beyond repair, the Body Corporate has no financial obligation towards its replacement.

7.9 Balcony railings

The boundary line runs on the outside edge of the balcony. Railings are normally affixed a few centimetres from the edge and are therefore the member's responsibility.

7.10 Paved sections on common property

When a member requests permission from the Board of Trustees for a paved section on common property and this is approved by the Trustees, any future maintenance of this paved section becomes the responsibility of the member and all future members.

7.11 Insurance cover

The Body Corporate's Insurance Policy covers the insurance of the structure of the building and all fixtures in terms of Management Rule 29. For more information on the insurance cover, please refer to the insurance policy, a copy of which can be requested from the Office. The insurance cover is limited to certain specified events; following standard industry practice, it does **not** extend to normal "wear and tear" or other maintenance matters.

7.12 Common Property enhancements

Contributions in kind by members or residents to enhance common property, such as benches, pots, bird baths, decorative tiles or numbers on walls are appreciated. "Enhancing" means such items should be in keeping with the overall aesthetic appearance of Stormhaven Park in design, colour and character.

Pots or boxes with plants visible on and around common property should be limited in number, not small and clay, terracotta or painted in colours complementary to the colours of the buildings. They must not be placed on grass or in any position which would make mowing the lawn or maintaining the garden difficult.

While aesthetic tastes differ from person to person, in the context of Stormhaven Park, the final decision for maintaining the complex's aesthetics falls to the Trustees.

7.13 Interior Alterations (Inside Section)

Section 30 of the STSM Regulations refers to the Duties of members or occupiers when making alterations to a section, stating, among other things, that: no alterations may be made that are likely to impair the stability of the building; or that has a material negative affect on the value or utility of a section.

Prior written consent of the Trustees is required for alteration/improvements; for example, but not limited to alterations to:

- structural alteration
- alterations to water connections, electrical conduits and/or plumbing
- electrical installations
- any installations involving portions of common property
- any other alterations or improvements where the Trustees consider that prior written consent is required.

The Body Corporate may by written demand, request proof that work carried out, or prior work and/or maintenance issues, complies with laid down regulations for the industry, for example, but also not limited to, compliancy certificates etcetera.

If a member, despite written demand by the Body Corporate, refuses or fails to carry out work deemed necessary by the Trustees, threatening the stability of the building or prejudicing the interests of the Body Corporate, the Body Corporate must remedy the member's failure. The costs involved will be recovered from the member. However, in an emergency, no demand or notice need to be given to the member concerned.

Guidelines for Repairs and Replacement

7.14 Window Replacements

When the original wooden window frames need replacement, or replacement is desired by the member, such replacement will be bronze anodized aluminium window frames. However, the Board of Trustees must be furnished with full particulars of the proposed replacement in order to confirm it as being within the aesthetic standards of Stormhaven Park. The consent of the Trustees should be given in writing before any work is commenced

The budget approved by members at the Annual General Meeting may include an amount to assist members in the replacement of wooden windows with aluminium windows. The Body Corporate's obligation is limited to external repair and maintenance. Financial assistance is therefore limited to cases in which the wooden window frames, or a section of a window or frame, is considered by Management to be rotten beyond repair.

Should a member wish to replace a wooden window where the wooden frame, or a section of a window or frame, is considered by Management to be in a reasonable condition and/or not rotten beyond repair, the Body Corporate has no financial obligation towards its replacement. The member can proceed if he/she so wishes, but the total cost of replacement would be for his/her own account. However, the Body Corporate might consider financial assistance (within budget) to encourage aluminium replacement.

The Body Corporate's financial assistance is also limited to windows and doors on the boundary line of the section, as explained under B6 & 7 above.

7.15 Balcony Railings

Replacements for these should be galvanized mild steel hollow tubing. The same procedure for consent as under Point 1 above must be followed before work is commenced.

7.16 Garage Doors

The replacement of garage doors, when necessary, will be with an Aluzinc door, in a design, colour and pattern matching that of existing Aluzinc doors.

In the budget for each year, an amount may be set aside for the replacement of wooden garage doors with Aluzinc doors or similar as approved by the Trustees. Doors in need of replacement will be identified and the members notified. These replacements will be done on a 50/50 cost basis.

The Body Corporate is not responsible for any part of the automation of garage doors.

7.17 Courtyard Gate Replacements

When the original wooden courtyard gate need replacement, or replacement is desired by the member, such replacement will be bronze anodized aluminium courtyard gate. However, the Board of Trustees must be furnished with full particulars of the proposed replacement in order to confirm it as being within the aesthetic standards of Stormhaven Park. The consent of the Trustees should be given in writing before any work is commenced.

The budget approved by members at the Annual General Meeting may include an amount to assist members in the replacement of wooden courtyard gates with aluminium gates. The Body Corporate's obligation is limited to external repair and maintenance. Financial assistance is therefore limited to cases in which the wooden courtyard gate, or a section of the gate, is considered by Management to be rotten beyond repair.

Should a member wish to replace a courtyard gate where the wood, or a section of the gate, is considered by Management to be in a reasonable condition and/or not rotten beyond repair, the Body Corporate has no financial obligation towards its replacement. However, the Body Corporate might consider financial assistance (within budget) to encourage aluminium replacement.

7.18 Pergola Replacements

When the original wooden pergola need replacement, or replacement is desired by the member, such replacement will be bronze anodized aluminium pergola. However, the Board of Trustees must be furnished with full particulars of the proposed replacement in order to confirm it as being within the aesthetic standards of Stormhaven Park. The consent of the Trustees should be given in writing before any work is commenced.

The budget approved by members at the Annual General Meeting may include an amount to assist members in the replacement of wooden pergolas with aluminium. The Body Corporate have no obligation to external repair and maintenance of the pergolas. Financial assistance (within budget) will however be considered by the Board of Trustees in cases in which the wooden pergola, or a section thereof, is considered by Management to be rotten beyond repair.

Should a member wish to replace a pergola where the wood, or a section thereof, is considered by Management to be in a reasonable condition and/or not rotten beyond repair, the Body Corporate has no financial obligation towards its replacement. However, the Body Corporate might consider financial assistance (within budget) to encourage aluminium replacement.

7.19 Other

NB: Any new or replacement installation or modification to sections must have prior consent as described in above. To maintain the aesthetic appearance of Stormhaven Park, all such different

replacement materials must be of a colour, design and pattern to as near as possible match that of the woodwork to be replaced.

PLEASE NOTE: Should due procedure not be followed by residents/members the Trustees reserve the right to instruct residents/members, at their own cost, to return any alterations/changes to their original condition.

8.PRIVACY AND DATA PROTECTION POLICY

8.1 General Principles

Stormhaven Park will in all respects comply with the **Protection of Privacy Information Act (POPI)**, 2013. Specifically, we will obtain permission to collect and store information relating to Members, Residents, Staff and Service Providers so that the operational and reporting functions comply with the applicable Acts, Regulations, Management Rules and Conduct Rules. The information collected will be stored securely, appropriate to the media in which it is held. The information gathered will be used only to facilitate the operational and desirable services which will make life in the Stormhaven Park community stable, secure and pleasant.

In addition to South Africa’s Protection of Privacy Act, Stormhaven Park’s Management is aware of the **EU’s General Data Protection Regulations (GDPR)**. They are more advanced and complex than would appear to be the case for South African’s POPI Act when detailed regulations for that ACT are published.

8.2 Personal Information held and recorded

In handling personal information of Members, Residents and Staff, Stormhaven Park adheres to the requirements of both the POPI Act and GDPR. However, as Stormhaven Park does not engage in cross-border data transfers, those aspects of GDPR do not apply.

The key personal data held by Stormhaven Park is:

| Classifi- cation | Personal | Legal | Financial | Healthcare | EU Citizen |
|-----------------------------|---|--|--|---|------------------------------------|
| Member | Full names, Date of Birth, Identity Documents and/or Passports, Addresses, Contact Details | Property: - Membership Records - Insurance Values Tax Reference Numbers* | Accounting records as required by the Sectional Title Acts, Member contributions, Participation Quotas, Catering and Water Consumption, Bank details* | Emergency Information, Personal Health records*, Medication*, Next of Kin with contact details, Motor Vehicle Registration* | Yes / No? Country? Visa? |

| | | | | | |
|--|--|---|--|---|--|
| Resident | Full names, Date of Birth, Identity Documents and/or Passports, Addresses, Contact Details | | Accounting records as required by the Sectional Title Acts, Member contributions, Participation Quotas, Catering and Water Consumption | Emergency Information, Personal Health records*, Medication*, Next of Kin with contact details, Motor Vehicle Registration* | Yes / No? Country? Visa? |
| Employee | Full names, Date of Birth, Identity Documents and/or Passports, Addresses, Contact Details | Contract of Employment Tax Reference Numbers | Bank details Benefits records | Emergency Information, Personal Health records*, Medication*, Next of Kin with contact details, Motor Vehicle Registration* | |
| Retention period | Per legal requirements | Per legal requirements | Accounting records: legally required; Other 3 months after leaving | 3 months after leaving | 3 months after leaving subject to legal requirements |
| Items marked with * may not be applicable to all persons | | | | | |

8.3 Access by Trustees, staff and delegated persons

Access by these individuals will be limited to those who need it to fulfil their roles or complete a specific task in Stormhaven Park. In certain circumstances, it may be necessary for Trustees to be briefed on elements of information regarding a person.

With respect to Staff salaries, these and the annual review of salaries will be limited to a Staff Committee consisting of the Chairman of Trustees, the vice-Chairman and the Manager.

8.4 Access by Members

Members may, as described in the Sectional Title Acts have access to the minutes of Trustee Meetings and financial records of the Body Corporate consonant with the provisions of the POPI Act. As this entitlement is designed that Members might be reassured as to the fidelity and effectiveness of the Trustees and Management, it follows that details of Levy Payments and Staff employment records (private contact details, salaries and leave records, etc.) may not be released. Those financial records in aggregate detail will suffice to fulfil the requirements of the Sectional Title Acts.

8.5 Access by Residents

Residents who are not Members of property at Stormhaven Park will have access to all general information about life and services of the community, but not the level of access to financial and other information enjoyed by Members.

8.6 Service Providers

Stormhaven Park will maintain suitably limited information about the service providers with whom it has a commercial relationship. That information may, with the permission of the service provider concerned, be shared with Members, Residents or staff who enquire about a particular service.

8.7 Data Storage

Paper-based data records will be kept in locked cabinets. The keys will be held by the relevant staff member, back-up keys will be held securely. These cabinets will be locked during periods when the staff member concerned does not require access to them.

There are electronic records of information, the volume of this increasing as paper records are converted to electronic format. Electronic records will be held on computers with encrypted files further secured by user logons. Backup copies of the records on Network Attached Storage will similarly be encrypted.

8.8 Retention of Data

Data records subject to regulation by any Act of Parliament or Regulation by Government Departments will be retained for the periods specified in such instruments. Information not so regulated will be held for the longest period specified by Regulation for any such information kept for the same data subject.

8.9 Data Distribution

Stormhaven Park's records will be used only for the purposes described above. No information will be shared, sold or exchanged to or with any third party. Unusually, there may be an exception in an emergency when of relevant healthcare information should be shared with attending medical staff, or with others upon the consent of the individual.

Sectional Title Acts: Any reference made to Sectional Title Acts include the Sectional Title Act, Sectional Title Scheme Management Act, Community Schemes Ombud Services Act, each with its regulations, management rules and conduct rules (where applicable).

(Formally adopted at the Trustees Meeting dated 16 August 2018)

9. Road Use Policy

9.1 Background

Road use and Parking within Stormhaven Park is defined in general terms by the Sectional Title Schemes Management Act (STSMA) Regulation 3, The Stormhaven Park Conduct Rule 3 (2) and the Stormhaven Park Prescribed Management Rule 74.

Over a period of months, it has become clear that it is necessary to define specifically acceptable road usage. This policy was approved at the Trustee Meeting of 13th June 2019

9.2 Principles

There are two principles which this policy is intended to maintain

- 9.2.1 Safety: No residents are young; none are as agile as they once were. A number walk with the aid of walkers or walking sticks and are slow. Drivers must be patient and yield to them.
- 9.2.2 Security: To ensure the security of residents personally or of their homes it is important that there is no unauthorized access to the complex.

9.3 Acceptable Road Use

- 9.3.1 Entry is restricted to one vehicle at a time, with no tailgating or overtaking at the gate.
- 9.3.2 Whether entering or exiting, once past the gate, drivers must wait for the gate to close behind them before proceeding.
- 9.3.3 The speed limit within the complex is 15 kilometers per hour
- 9.3.4 There is to be no overtaking on the roads within Stormhaven Park.
- 9.3.5 Pedestrians have right of way.
- 9.3.6 Stopping and / or parking must only be in garages or parking bays (refer Stormhaven Park Conduct Rule 3 (1)). Roads must not be obstructed.

9.4 Communication to road users

- 9.4.1 This policy will be included and distributed in the Policy Booklet
- 9.4.2 Signage at both gates will have suitable wording and images for all those entering the complex, including visitors and contractors.
- 9.4.3 The contractor's instructions issued by Reception will be suitably edited.

9.5 Condition of Roads

To avoid damage to roads in the complex due to loads greater than they can bear. Vehicles greater than 10 tons loaded Gross Vehicle Weight may not enter Stormhaven Park.

10. VEHICLES AND PARKING

Road use and Parking within Stormhaven Park is defined in general terms by the Sectional Title Schemes Management Act (STSMA) Regulation 3, The Stormhaven Park Conduct Rule 3 (see below).

VEHICLES

- 3. (1) The owner or occupier of a section must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that section or a parking bay allocated for visitors' parking.
- (2) A consent under sub-rule (1) must state the period for which it is given.

- (3) The trustees may cause it to be removed or towed away, or its wheels to be clamped, at the risk and expense (including payment of a release penalty to be determined by the body corporate from time to time), any vehicle parked, standing or abandoned on the common property without the trustees consent.
- (4) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property and any costs to remedy such damage shall be for the owners expense.
- (5) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, and exclusive use area or in a section.
- (6) No owner or occupier may use a parking bay for any purpose other than for the parking of a motor car, station wagon, combi or bicycle.

Owners and occupiers are only allowed one vehicle which must be parked in the garage of their unit. Should an additional vehicle be required a written application must be made to the trustees together with an explanation where the vehicle will be parked.

11. APPROVED INTERNAL FIREPLACE SPECIFICATIONS

NB: All plans for new or replacement fireplace installations must conform to the specifications below and must have the approval of the Trustees before installation.

11.1 Installations

All installations must be done by an accredited installer and must comply with SANS 10400-V regulations of which a copy is attached to this policy. Any adjustments to the installation must also apply to SANS 10400-V regulations.

11.2 Placement

The placement of the fireplace within the unit is for the owner to decide. A gas-powered, wood, coal or charcoal operated fireplaces will be allowed. In the event of a gas-powered fireplace, the gas cylinder must be installed outside the unit, preferably in the courtyard, alternatively in a location so that due to foliage, etc., it is not visible.

11.3 Chimneys

The chimney and cowl must be of a design approved by the Trustees and the chimney may not project more than 1.25meters above the roof. No stays or other supporting cables may be used.

Any waterproofing problems or structural problems associated with the chimney will be for the owner's account and this stipulation must be communicated by the present owner to any future owner.

11.4 Trustee Approval

Drawings and proposals for the fireplace and its chimney must be submitted to the Manager for consideration and approval at a meeting of the Trustees; to ensure that safety considerations have been observed and that the aesthetics of Stormhaven Park are respected.

12. DUTIES OF OWNERS & OCCUPIERS OF SECTIONS

An owner or occupier:

- 12.1** Shall not use his section or any part of the common property, or permit it to be used in such a manner or for such purpose as shall be illegal or immoral, or injurious to the reputation of the building or any owner or occupier. The trustees may in their sole discretion decide whether any conduct is illegal or immoral, or injurious to the reputation of the building or any owner or occupier.
- 12.2** Shall not contravene, or permit the contravention, of any law, bylaw, ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the building or the common property, or so contravene or permit the contravention of the conditions of title applicable to his section or any other section;
- 12.3** Shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of other sections or the common property. An owner may make alterations to the interior of his or her section, but no structural alterations or alterations

to water connections, electric conduits or plumbing may be effected, nor may the owner interfere with the structural members of the building in any manner whatsoever, without the prior written consent of the trustees. An owner may install or place in his or her section any improvements including any electrical installations operating on a two-phase supply, garbage disposal unit, or (with the written consent of the trustees who must first satisfy themselves that the floor slab will accept any necessary modification) under floor heating, vacuum cleaner connection, additions or fixtures such as lighting, refrigerators, cooking ranges, woodwork paneling, ceilings, doors or decorations which may be removed without structural damage to the building. Such improvements shall be at the cost and risk of the owner, who shall be obliged to effect and maintain insurance thereof as part of the contents of his or her section;

12.4 Shall not do anything to his section which is likely to prejudice the harmonious appearance of the building

12.5 Shall, when the purpose for which a section is intended to be used-Is shown expressly or by implication on a registered sectional plan Is shown expressly or by implication on the original approved building plan thereof can be inferred from the provision of the rules or Is obvious from its construction, layout and available amenities, not use, or permit such section to be used, for any other purpose: provided that with the written consent of all owners such section may be used for another purpose.

12.6 Shall maintain the hot water installation which serves his section, 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

12.7 Shall, notwithstanding any similar provisions in the Act, the Management or Conduct Rules, at all times keep his section and any other areas which he or she is responsible to maintain, to a high standard of cleanliness and order, and shall not cause or allow any noxious or unpleasant odour to emanate therefrom.

12.8 Shall not make, cause or allow any alterations or additions to the electrical installations or conduits, the water connections or plumbing installations, nor any structural alteration whatsoever to his section without the prior written consent of the trustees, which consent may be given subject to conditions with which the owner and / or occupier or their successors must comply at all times.

12.9 Shall not be allowed to keep dogs or cats or any visitor allowed to bring dogs and cats within the boundaries of Stormhaven Park.

13.SOLAR WATER HEATING FACILITY

13.1 The installation and maintenance of the solar heating facility, including the section of common property where it has been installed, is for the owner's account.

13.2 Any maintenance in future of whatsoever nature, including for example leakages, whether in your area or the section of common property, as a possible result of/and around the solar heating facility, will be the responsibility of the owner.

- 13.3** These conditions must be pointed out to any future owner should you sell your property, as these conditions will prevail.

14.INSTALLATION OF A SKYLIGHT

- 14.1** Maintenance of the skylight, including the section of common property that it runs through, is for the owner's account.
- 14.2** Any reparations/maintenance in future, including for example leakages, whether in your section, or the section of common property the skylight runs through, is for the owner's account.
- 14.3** These conditions must be pointed out to any future owner should you sell your property, as these conditions will prevail.

15. SATELLITE DISH INSTALLATION

With the prior written consent of the Trustees, a "satellite dish" may be so installed, subject to such terms and conditions as may be prescribed therein and subject to the rescission of such consent by the trustees, in the event of non-compliance with the imposed conditions.

Any reparations/maintenance in future is for the owner's account and must be pointed out to any future owner should you sell your property, as these conditions will prevail.

16.VENUE USED FOR PRIVATE FUNCTIONS

- 16.1** All residents are part of the owners of the Community Centre; therefore, the primary goal of its use is the benefit of residents. The non-administrative facilities of the Community Centre could be seen as an extension of the resident's homes and residents are therefore encouraged to make use of the facilities.

16.2 In this use, the facilities:

Should be used as a whole, except for the dining room and kitchen areas, which may only be used if the catering contractor caters for the function; should not be used for financial gain. They could, by application and approval, be used by related parties, for e.g. employees or the catering contractor for in-house business meetings

- 16.3** Any party wanting to make use of the facilities, should check availability, and discuss the function with the Manager at least 7 days prior to the event. The facilities will be made available on a first come first served basis.
- 16.4** The resident/employee or other party applying to make use of the facilities, will be seen as the host and be the responsible party.

16.5 Should the host need the use of any equipment/cutlery/crockery etc., this must be arranged with the catering contractor at least 3 business day prior to the event. These will be booked out by the catering contractor. The host must return all items in the condition they were received, on the first business day after the function.
The same applies to use of Stormhaven Park equipment such as chairs/tables/gas braai/swimming area etcetera. Special arrangements will apply to the use of the sound system and projectors.

16.6 **Controls:**

- 16.6.1 The host will be responsible for the entrance of guests to the complex and to vet the visitors before opening the gate. The guard and nurse may not be asked to open the gate for visitors.
- 16.6.2 The host must be in attendance at all times.
- 16.6.3 The facilities must be left neat and tidy, i.e. in the condition they were found.
- 16.6.4 Only a limited number of parking places are available.
- 16.6.5 The interests of the residents of Stormhaven Park should at all times be respected and inconvenience other than the use of the facilities must be avoided.**

16.7 **Donation:**

A donation, appropriate to the number of people attending the function, would be appreciated. In addition, the host will be responsible for the repair or replacement of damages and breakages and any professional cleaning (e.g. carpets) afterwards.

16.8 **Club Room:**

Private family functions held in the Club Room (during normal lunch hours) need to have a minimum of 8 and a maximum of 20 attendees.

17. TRUSTEES LEGAL RIGHTS

17.1 It is important that the procedures laid down in the legislation and rules be followed.

17.2 In cases of non-compliance, residents or members (owners) will be required by the Trustees to return any alterations or changes to the original condition at their own cost. Should there be failure to rectify the situation, Management will take the necessary steps and reasonable costs will be charged to the resident or member.