

Steenberg Office Park Property Owners Association

Conduct Rules

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SECTION 1**ESTABLISHMENT OF THE CONDUCT RULES OF****THE STEENBERG OFFICE PARK PROPERTY OWNERS ASSOCIATION****1 PREAMBLE**

- 1.1** These rules have been prescribed in terms of Section 17.5 of the Constitution of the Steenberg Office Park Property Owners Association (hereinafter referred to as the SOPPOA), and may be substituted, added to, amended or repealed from time to time.
- 1.2** These rules shall control the conduct of all natural persons and Members of the SOPPOA present in Steenberg Office Park and shall be read in conjunction with the Constitution of the SOPPOA.

2 BINDING NATURE

- 2.1** The provisions of these rules with regards to the rights and the obligations of all natural persons and Members of the Association in relation to the use and enjoyment of the common property and use, occupation and enjoyment of the respective Members' unit erven shall be binding on all as it relates to the conduct of all persons and Members.
- 2.2** The rules shall be binding on all visitors to the Office Park as members of the public in general or as visitors to Members, as well as all third parties bearing a relation to a Member.
- 2.2.1** It shall be the obligation of Members to ensure that all third parties who are not Members of the Association themselves, be they developers, contractors, employees, clientele, are in compliance with the provisions of the rules.
- 2.3** Where a Member is a legal person and is afforded the opportunity by any Act or Common Law, as a right or obligation, to implement any Constitution, Management Rules, Conduct Rules, or any other form of internal self-regulation, and where those regulations governing such a particular legal person are in conflict with these rules, they will be read together, giving preference to the most conservative interpretation of the two, which interpretation will be binding.
- 2.4** If any provision in the Constitution and/or these rules is in conflict with the Management Rules or Conduct Rules of a body corporate within Steenberg Office Park, the provisions of the Constitution and/or these rules shall prevail.
- 2.5** If any provision in these rules is in conflict with any provision of the Constitution, the relevant provision of the Constitution shall prevail.

3 DEFINITIONS AND INTERPRETATION

- 3.1** In these rules the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

- 3.1.1 Act** means the Sectional Titles Act, No. 95 of 1986 as amended from time to time, and any regulations made and in force there under;
- 3.1.2 Board** means the Board of Trustees for the Steenberg Office Park Property Owners Association; Details are in Addendum A
- 3.1.3 SOPPOA** means the Steenberg Office Park Property Owners Association;
- 3.1.4 Body Corporate** means EITHER the Private Owner of an erven OR the Body Corporate of an erven being one of the bodies corporate established in respect of the unit erven in the Office Park;
- Namely:
- The Terraces Body Corporate (comprising all Blocks A – K) ERF 13057
 - Silverberg Terrace Body Corporate. ERF 12492
 - 4 Silverwood Close (PRIVATE OWNER) ERF 12493
 - Grapevine House Body Corporate ERF 12429
 - Silverwood A and Silverwood B (PRIVATE OWNER). ERF 12496
 - Amdec House (PRIVATE OWNER) ERF 12497
 - Steenberg Body Corporate (comprising Steenberg, Silvermine & Constantia House) ERF 12947
- 3.1.5 Building** means any building in the development;
- 3.1.6 Property** means an erf, section or exclusive use area in the Office Park;
- 3.1.7 Unit Erf/Erven** means an erf/erven in Steenberg Office Park;
- 3.1.8 Section** means a sectional title unit in any erf.
- 3.1.9 Tenant** means the owner, lessee or other occupant of the building;
- 3.1.10 Contractor** means any artisan, builder, electrician, plumber or other person employed by a tenant, or body corporate, or the SOPPOA, and includes sub-contractors;
- 3.1.11 Common property** means, in brief, all common property belonging to the association, inclusive of water rights and servitudes in favour of the association over areas not belonging to it, but under its control;
- 3.1.12 Constitution** means the Constitution of the SOPPOA;
- 3.1.13 Exclusive use area** means an exclusive use area in any erven as defined in the Act;
- 3.1.14 Security** means the security firm as appointed by SOPPOA and their personnel or security guards;
- 3.1.15 Council** means the City of Cape Town and its successors in title;
- 3.2** Words and expressions used herein and in the Constitution shall have the meaning assigned to it in the Constitution.
- 3.3** The clause headings and partitioning of the rules are for convenience and shall be disregarded in construing these rules.

3.4 Unless the context clearly indicates contrary intention:

3.4.1 the singular shall include the plural and vice versa; and

3.4.2 a reference to any one gender shall include the other genders; and

3.4.3 reference to natural persons shall include legal persons and vice versa.

3.5 Where figures are referred to in words and in numerals in these rules, if there is any conflict between the two, the words shall prevail.

3.6 In all instances, notices shall be sent to the owner of the section and/or the relevant Member.

SECTION 2**RIGHTS AND OBLIGATIONS IN RELATION TO
THE COMMON PROPERTY****4 COMMON PROPERTY**

- 4.1** Right of access is reserved to the common property and the Board shall control the access to and use of the common property.
- 4.2** A tenant shall use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other tenants or other persons lawfully present on the premises.
- 4.3** No vandalism of the common property of the SOPPOA will be permitted. Unruly behavior will not be tolerated and Security shall be entitled to escort guilty parties from the site.
- 4.4** Any damage to the common property will constitute an offence and action shall be taken against, or the cost of repairs shall be recuperated from the guilty parties, if responsibility therefore can be proven.
- 4.5** No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated on the common property.
- 4.6** No skateboards, roller skates or roller blades may be used on the common property. 'Quad bikes', carts, scooters, motorbikes or bicycles may not be driven or used on the common property other than for the purpose of normal ingress to, and egress from, the premises.
- 4.7** No braais are allowed and no alcohol may be consumed on SOPPOA common property without the written permission of the SOPPOA.
- 4.8** No firearms may be discharged on the common property, except under such circumstances, which would reasonably justify the use of a firearm for self-defense and related purposes.
- 4.9** No pellet guns may be discharged on the common property.
- 4.10** No stones or solid objects may be thrown or propelled on the common property.
- 4.11** No tenant shall cause or permit the hitting, striking, throwing or bouncing of balls on the common property.
- 4.12** No loitering is allowed.

5 INFRASTRUCTURE AND SERVITUDES

- 5.1** The roadway (Silverwood Close) in the development belongs to the SOPPOA and constitutes a public roadway and the legislated rules of the road apply. Should any offence be committed, in terms of illegal parking or irresponsible behaviour, the applicable action will be taken by the Board or the Managing Agent or by the responsible party acting on behalf of SOPPOA.

- 5.2** All pavements directly adjacent to the roadway are the property of the SOPPOA and fall under its management. All pavements are to remain clear and no storage of materials, other items, parking or driving upon or any encroachment thereon is permitted.
- 5.3** All walkways forming part of the common property of the SOPPOA are managed and maintained accordingly.
- 5.4** All water and sewerage infrastructure between the outer boundaries of the development and leading up to and no further than the boundaries of individual unit erven, (exclusive of water meters servicing each individual unit erf on common property), is the property of SOPPOA. Maintenance of all such infrastructure is the responsibility of the SOPPOA, while all such infrastructure within the boundaries of unit erven inclusive of water meters is the responsibility of the Body Corporate on that erven.
- 5.5** Any damage to roadways, pavements, walkways or other infrastructure will constitute an offence and action shall be taken against or cost of repairs recuperated from the responsible party.

6 ACCESS CONTROL

6.1 Public Access

- 6.1.1** All authorised members are allowed entry via the main gate entrance and the Westlake Gate Pedestrian entrance.
- 6.1.2** Security is authorised to deny entry to vagrants, known loiterers, hawkers and door-to-door salespersons as well as to ask for identification of anyone entering the site, and may refuse entry to anyone unwilling or unable to provide identification.
- 6.1.3** Security may request that a person who raises suspicion consents to being searched in the presence of a member of the South African Police Services before allowing entry.
- 6.1.4** Office Park tenants, owners and authorised suppliers may purchase Access Control Disks from the SOPPOA which allow automatic access to the office park when scanned against readers at the main gate booms and the Westlake Turnstile. Access hours are 24/7 at the main gate and 0700-1930 Mondays to Fridays at the Westlake Turnstile.
- 6.1.5** Access Control Disks are transferable to any member of staff within the company but may not be transferred to other tenants or any other person without prior permission of the SOPPOA. Each Company will nominate an Administrator who will maintain a record of the names of each Disk Holder and inform the SOPPOA of all changes of ownership.
- 6.1.6** Tenants vacating Steenberg Office Park are requested to return their Access Control Disks to the SOPPOA – by leaving them with Security on departure. Access Control Tags which are not returned will be deleted from the controllers.

6.2 Vehicle Access

- 6.2.1** Access is at own risk. No claim of whatsoever nature against SOPPOA, its agents or servants, arising out of any damage to a vehicle while parked on the site or arising out of the enforcement of these rules shall be considered.
- 6.2.2** Vehicles with trailers exceeding 10 (ten) metres in length will not be permitted entry to the site unless prior arrangements have been made.
- 6.2.3** Excessively noisy vehicles or those emitting excessive exhaust fumes or those leaking oil or hydrocarbons shall not be permitted into the site.
- 6.2.4** Security may stop and request the driver of any vehicle that emits loud music to reduce the volume of his music and may refuse entry of the vehicle into the area if the driver of a vehicle entering the area refuses to comply with the request.
- 6.2.5** Security may stop and inspect any vehicle entering the site to ensure that it is compliant with the above requirements and may refuse entry to any vehicle that is not.
- 6.2.6** Security may stop and request that any vehicle entering or leaving the area and raises suspicion be searched in the presence of an officer of the South African Police Services before allowing it to continue on its way.

7 PARKING AND DRIVING OF VEHICLES

- 7.1** Vehicle drivers shall adhere to the speed limit of 20 kilometres per hour whilst driving their vehicles in Steenberg Office Park.
- 7.2** Vehicles are only permitted to park in the demarcated parking areas. Vehicles may not be parked in driveways or on any other restricted areas or common property.
- 7.3** No Motorcycles are allowed to be driven or parked on pedestrian areas.
- 7.4** All tenants, visitors and other users shall ensure that their vehicles do not drip fuel, oil or brake fluid on to the common property, or in any other way deface the common property. Should spills occur, the vehicle in question will not be allowed access to the site, and any cost incurred to remove such spills will be for the drivers account.
- 7.5** No tenant shall be permitted to dismantle or do major repairs to any vehicle or service any vehicle on any portion of the common property.
- 7.6** No vehicles may be washed on the common property.
- 7.7** No hooting, revving, skidding or screeching of tyres shall be permitted on the common property, and any offending driver shall be fined or removed from site by Security. No loud music may emanate from any vehicle on the premises.
- 7.8** Owners of vehicles with defective alarms which are continuously triggered without cause are subject to penalties for every instance that such an alarm is falsely triggered.

7.9 The Board may cause a vehicle, which is parked, standing or abandoned on the common property in contravention of these rules, to be removed or towed away, or its' wheels to be clamped. The Board may further determine a reasonable penalty, which is to be paid for the release of a vehicle, to recover the costs of the process. Refer to Addendum B of this document.

7.10 The Board may at its own jurisdiction, remove the right of access to the Office Park, for any period of time which it determines, to any persons who break the above conditions.

8 DELIVERIES (OFFICE FURNITURE/MATERIALS/ FOOD/ OTHER)

8.1 All deliveries must occur via the front door entrance of buildings or designated delivery receipt areas. Any trolleys or vehicles being utilized are to use the designated loading zones and are to access these areas via the ramps and roadways provided, and may not be moved on the common property.

8.2 No stockpiling of goods and materials shall be permitted on the common property, roadways and pavements. Any item left for a period exceeding 30 (thirty) minutes shall be removed and disposed of, unless consent has been given by the Board.

8.3 The SOPPOA, and its agents or representatives do not accept any liability for stolen or lost goods.

8.4 Due to the activities at the Security Desk at the main entrance, no parcels, goods or mail other than newspapers can be accepted or held at this point.

9 WATER MANAGEMENT

9.1 Storm Water, Wash Water and Irrigation Water

9.1.1 All run off shall be directed to drainage areas and drains within the various developments and no water other than rain water and run off from public roadways shall enter the common drainage system.

9.1.2 All water used for washing and irrigation shall be from private connections on the individual erven. No use of water connections and outlets on the common property, including fire fighting supply, by any party, will be permitted unless authorised by SOPPOA.

10 FIRE MANAGEMENT

10.1 No open fires shall be permitted on the common property. Any open fires shall be immediately reported to Security at the main gate.

10.2 All bodies corporate shall supply and service their own fire extinguishers, hoses and equipment, which shall be served from a metered supply on their individual erven.

10.3 All bodies corporate are liable to provide uninterrupted access to fire fighting equipment at all times within their premises.

11 STORAGE OF FLAMMABLE SUBSTANCES AND GAS INSTALLATIONS

- 11.1 No flammable or explosive substances may be stored on the common property without the approval of the Board.
- 11.2 All gas installations in buildings shall be certified and the Flammable Substances Certificate and Certificate of Compliance from the registered installer and annual inspection report from the registered installer shall be supplied to the Board or their agents upon request.

12 WASTE AND REFUSE DISPOSAL

- 12.1 All tenants shall comply with the conduct rules of their Body Corporates in respect of refuse disposal.
- 12.2 Only designated refuse areas shall be used.
- 12.3 No bins or waste receptacles may be located on any common property, roadway or pavement at any time, other than the normal refuse collection day, unless approved by SOPPOA.
- 12.4 All waste areas shall be weather and scavenger proof, shall be screened from view, and shall be cleaned regularly and be free of odour and vermin.
- 12.5 No dumping of waste, or burying or burning thereof will be permitted.
- 12.6 Any contravention of this rule shall be subject to a fine at the discretion of the Board and any receptacle located on the common property shall be confiscated.

13 LITTERING

All persons shall not deposit, throw, or permit or allow to be deposited or thrown, on any property or on the common property any rubbish, including dirt, cigarette butts, food scraps, wrappers, news or magazine print or any other litter whatsoever.

14 SECURITY

- 14.1 All persons shall abide by these rules and shall adhere to the requests or instructions of Security. Security is permitted to do random searches in the presence of an officer of the South African Police Services as well as to prohibit entry to or request that people leave the premises, at their discretion.
- 14.2 All persons shall abide by any security directives issued by the Board from time to time.
- 14.3 Security Guards are prohibited from giving assistance in respect of private matters of any person.
- 14.4 No persons shall be permitted in the guard house or shall interfere with the duties of security personnel at any time.
- 14.5 Each body corporate and/or tenant shall be responsible for security on their property.
- 14.6 The SOPPOA, if it so chooses, for more effective control of security in the area, may require that any/all security companies servicing unit erven, coordinate their activities with that of the SOPPOA.

PART III**RIGHTS AND OBLIGATIONS IN RELATION TO****UNIT ERVEN AND OTHER MEMBERS****15 SALE, LETTING, OCCUPANCY, USE OF ERVEN AND SECTIONS AND RELATED MATTERS**

- 15.1** All lessees of erven and sections and other persons granted rights of occupancy by any owner of the erf or section are obliged to comply with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 15.2** The owner of any section and the body corporate of the building in which the section is located, are jointly responsible to provide the SOPPOA with all information pertaining to the owner or tenant of a section if so requested. The particulars of managing or letting agents may not be given as a substitute.
- 15.3** If so requested by the Board, upon alienation or sale of an erf or section, the owner or his representative shall notify the SOPPOA and shall furnish them with the information and documentation so requested.
- 15.4** If so requested by the Board, upon the conclusion of a lease agreement or other occupancy arrangement in respect of an erf or section, the owner or his representative shall notify the SOPPOA and shall furnish them with the information and documentation so requested.
- 15.5** An owner shall not apply to Council or any other relevant authority for the subdivision, consolidation or rezoning of his erf or section, or make application for any consent use or waiver or departure or any other dispensation in respect thereof, unless it has received written consent of all the Members of the SOPPOA to do so.

16 BUSINESS ACTIVITIES

- 16.1** No business will be permitted to operate from any sections, unless the business complies with all relevant laws, bylaws, industry regulations, zoning requirements, conditions of any license it requires to operate, and Council has granted approval authorising any such use where needed, if applicable.
- 16.2** All businesses are to take full responsibility for any and all visitors entering Steenberg Office Park, and their adherence to the Conduct Rules. Failing which, the SOPPOA, will be entitled to enforce the rules, which may include, but not be limited to, having offending persons removed from Steenberg Office Park.
- 16.3** Owners of commercial sections will be held responsible for tenants occupying their sections,

including damages caused, or the costs involved in enforcing the Conduct Rules on non-complying tenants.

- 16.4** No business may install any temporary signage, for any reason, without the permission of the SOPPOA. Any exceptions to this rule are detailed in Addendum C
- 16.5** All permanent signage must be authorised by the Board, which authorisation it will endeavour to approve or decline within 14(fourteen) calendar days from receipt of an application.
- 16.6** All sections must maintain an orderly outward image that does not detract from the aesthetics of the building it is located in or of the Office Park as a whole.
- 16.7** No business may trade on any part of the common property.
- 16.8** No business may host any charity, promotional, staff or any other functions on any part of the common property, unless applied for to, and so permitted by, the SOPPOA with any conditions the SOPPOA may deem fit to attach to such permission granted.
- 16.9** No business may cause any disturbance while closing down after a business day, including moving of furniture, playing loud music, loud talking or shouting by staff.

16.10 Company Advertising and Promotions

Advertising Campaigns by any company to the tenants and companies in Steenberg Office Park, by any means, including main gate hand-outs, leaflet drops, e-mail campaigns, signage, give-aways, promotions, competitions, flags are not allowed within the Office Park unless specifically approved by the SOPPOA. Any exceptions to this rule are listed in Addendum C.

17 EMPLOYEES, WORKERS AND CONTRACTORS

- 17.1** All persons shall ensure that their employees, workers and contractors obey these rules and do not cause an unnecessary or unreasonable nuisance or disturbance in or on any property or on the common property.
- 17.2** No person shall request the employees of SOPPOA to perform any tasks for them during their work hours and shall not otherwise interfere with any employee in the performance of his work.
- 17.3** No unauthorized Managing Agents, Estate Agents, Service Agents, or Contractors may enter the Steenberg Office Park, without a valid appointment with a Body Corporate or tenant. Authorization to any such person(s) to enter freely, may be given on a temporary or permanent basis, with particular conditions attached by the SOPPOA at its sole discretion.
- 17.4** If it becomes more conducive to the orderly management of the development as a whole, the Board of the SOPPOA may allow the use of the services of approved only industry specific agents or contractors to Steenberg Office Park.

18 LANDSCAPE, CHARACTER AND DESIGN

18.1 Construction and Alterations

- 18.1.1** All construction and alterations shall be in accordance with relevant legislation as well as the site specific requirements.
- 18.1.2** Alterations affecting façades, views, or the common property shall be subject to the approval of the SOPPOA in writing before commencement of any work. The Board will endeavour to render its decision to approve or decline an application within 7(seven) calendar days from receipt of a proposal, including visual representations, where necessary.
- 18.1.3** The SOPPOA may request the names of consultants and contractors involved in the activities and require them to sign a register when entering the site.
- 18.1.4** Prior arrangement must be made with the SOPPOA or their agents, for access and parking for the contractors to carry out the work. Failure to do this will result in access being denied to the contractors.
- 18.1.5** All contractors will be supplied with contractor procedures and will be expected to uphold all regulations. (Addendum E)
- 18.1.6** The SOPPOA may request any official approvals, certified Council Drawings, Electrical Certificates of Compliance, Verification from the Fire Chief that he is satisfied with work, where applicable, for the SOPPOA records.

18.2 Signage & Colour schemes & Aesthetics

- 18.2.1** Any alteration or installation affecting the aesthetic of a building shall be subject to the approval of the SOPPOA. This shall include, but not be limited to, colour, structural alterations, alterations to building facades and painting thereof, antennae and satellite dishes, burglar bars and gates, signage, carports and lighting.
- 18.2.2** No sign, advertisement, notice or any other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the exterior of the premises.
Likewise, no sign, advertisement, notice or any other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the inside of the building if the same is visible from the outside of the premises.
- 18.2.3** The exceptions to rule 18.2.2 are:
- The building name is allowed on each building.
 - The name of the tenant may appear on the entrance door of the premises
- Signage denoting the name of the company or building must be freestanding metallic letters attached to a masonry wall which is painted in a neutral colour.

- 18.2.4** No sign, advertisement, notice or any other lettering on any wall facing Steenberg Road, other than the name of the building is allowed.
- The building name signage is also subject to City of Cape Town approval.
- No neon signage is allowed whatsoever
- 18.2.5** In the event of the violation of Rule 18.2.2 by any tenant, the SOPPOA may remove any signage without liability, and may charge the expense incurred of such removal to the owner responsible for the violation.
- 18.2.6** Acceptable colour schemes
- Buildings may only be painted in neutral earthy colours.
- The colour and style of window dressings and blinds must be neutral earthy and uniform colours.
- 18.2.7** No temporary structures may be built on the common property or the Body Corporate properties without approval from the SOPPOA. The Private Owner or the Body Corporate of an erven may apply for approval of a temporary structure, provided that such a structure does not detract from the appearance of the building or Steenberg Office Park as a whole.
- 18.2.8** A tenant shall not place any item or store or do anything on any part of a building or any balconies or exclusive use areas so as to be visible to passers-by from the common property, which in the opinion of the Board is aesthetically displeasing or undesirable.
- 18.2.9** Parking bay signs must remain within 25% of the agreed 40cm x 12cm dimensions and have a white or neutral background.

Excavation and Earthworks

- 18.4.1** All excavations with the potential to affect the common property, including but not limited to that adjacent to existing irrigation lines, roadways and services, shall be submitted in advance to the SOPPOA for approval.
- 18.4.2** Dust shall be managed, and no soil shall be deposited on public roadways. Run off from excavations and open areas shall be managed and shall not be channelled towards the common property, or roadways.
- 18.4.3** No haul vehicles shall queue on roadways or be permitted to park on the common property. Any awaiting trucks shall turn off their engines when standing. No hooting or revving shall be permitted, and any offending driver shall be fined or removed from site.

PART IV
RIGHTS AND OBLIGATIONS IN RELATION TO
ALL MEMBERS AND THE ASSOCIATION

19 GENERAL RULES AND CONDITIONS

19.1 All activities (including construction and alterations), undertaken on the common property or on any property shall be undertaken in accordance with the prevailing legislation, including but not limited to the following:

19.1.1 National Environmental Management Act;

19.1.2 Occupational Health and Safety Act;

19.1.3 National Water Act;

19.1.4 Construction Regulations;

19.1.5 Municipal By-Laws.

19.2 In addition, activities shall be undertaken in accordance with the site specific regulations.

20 NUISANCE, DISTURBANCE AND NOISE POLLUTION

20.1 No person(s) shall use his property or the common property in such a manner or for such purpose as shall cause a nuisance to any other person(s).

20.2 No nuisance, disturbance or noise shall be permitted in the Office Park. In particular, no noise in excess of **80db** measured at a distance of no more than five metres from the source, shall be permitted during the hours of **08h00 to 17h00** daily.

20.3 No person may have equipment installed that is audible from outside of his/her section, including but not limited to generators or air-conditioning fans, without the permission of the SOPPOA, which permission will not be unreasonably withheld.

20.4 No contractors, with noise generating activities, shall be permitted to work on site during office hours of **08h00 to 17h00 on weekdays** without prior permission from the Board. Construction and activities outside of these hours is subject to the approval of the relevant Body Corporate. Any contravention hereof shall be subject to a fine and amount at the discretion of the Board as well as a "stop works" order being issued.

20.5 In certain instances the Board of the SOPPOA may issue direct and specific directives regarding noise, nuisance and disturbance aimed at problematic persons who continuously show disregard for the rights of tenants and Members. Such directives will be binding in nature with immediate effect.

21 HEALTH AND SAFETY

21.1 General

21.1.1 All tenants and their visitors, guests, employees, workers and contractors and the Bodies Corporate, developers, contractors and other users on the site shall abide by the Health and Safety Act.

21.1.2 In particular, contractors and consultants entering the buildings to undertake maintenance or upgrading, shall fulfil the requirements of the Health and Safety Act in which they are working and shall fulfil all work permit requirements etc.

21.2 Construction Health and Safety

21.2.1 All contractors undertaking construction or alterations, including on the common property shall provide a Health and Safety Plan if required for the applicable work.

21.2.2 All contractors shall fulfil all work permit requirements and shall appoint a Health and Safety Consultant where relevant, for the duration of the activity.

21.2.3 Contractors shall provide proof of Public Liability Insurance and shall indemnify SOPPOA of any liability resulting from public injury or illness, as well as against incidents or accidents resulting from their activities as well as caused by vehicles using public roadways. Furthermore developers and contractors and owners shall be liable for any damage caused to common property.

21.2.4 In addition, all construction sites shall be demarcated with danger tape or shall be enclosed during the construction phase where relevant, with signage provided. Boundary fencing is not to encroach upon adjacent sites without permission from SOPPOA.

21.2.5 Entry and exit to the construction site should not cut through or encroach upon landscaped areas and gardens and shall not be permitted across the common property unless authorised by SOPPOA.

21.2.6 Construction sites are to be accessible for inspections by management from time to time.

21.3 Emergency Response

21.3.1 All buildings shall implement a development specific Emergency Response Procedure and all tenants and other users must abide by this procedure.

21.3.2 All evacuation routes must remain accessible and unobstructed at all times and fire escapes and stairs must be kept clear and free of any obstruction.

21.3.3 All parking bays for emergency vehicles and access to hydrants shall remain clear at all times.

21.4 Smoking

1. Smoking is banned in all buildings in Steenberg Office Park.
2. Smoking is also banned within 10 metres of any building.
3. Under South African law the SOPPOA could ban smoking throughout the park, however it has been agreed to designate one area in the common property of Steenberg Office Park where smoking is allowed.

PLEASE NOTE: The Tobacco Products Control Act provides for the protection of non-smokers - it does not provide any benefit or protection for smokers. In addition, smoking in the workplace is not regulated by Labour Law but only by the above-mentioned Act. In terms of this Act, the employer is obliged to take steps to protect his non-smoking staff from the cigarette smoke of the smokers.

There is no obligation whatsoever on the employer to provide smoke breaks, and indeed if he does provide smoke breaks he is entitled to insist that those employees must work in the time taken for 'smoke breaks' after hours, without additional remuneration, or he can total up the 'smoke breaks time' and deduct it from wages at month end.

The employer is entitled to ban smoking completely if he wishes to, and he can designate any area of his choice to be the smoking area. This could be the roof of the building, or the car park, and the employer is under no obligation to provide an alternative smoking area in the event of inclement weather. In short, the employer is under no obligation to facilitate the addiction of the smoker to the drug nicotine, just as he is under no obligation to facilitate the addiction of any employee who may be addicted to alcohol, narcotics and so on. When you consider that there is no obligation on the employer to provide an alcoholic employee with 'drink breaks', why should there be an obligation on him to provide 'smoke breaks' to an Employee who is addicted to nicotine?

Designated Smoking Area.

The designated smoking area in Steenberg Office Park is in the green belt park area between Grapevine House and 4 Silverwood House. It is marked in red on the map below.



The designated smoking area is clearly marked by the sign:
'SMOKING OF TOBACCO PRODUCTS IS HARMFUL TO YOUR HEALTH AND TO THE HEALTH OF CHILDREN, PREGNANT OR BREASTFEEDING WOMEN AND NON SMOKERS. FOR HELP TO QUIT, PHONE (011) 720 3145' (this is the phone number of the National Council Against Smoking).

Please use the concrete ashtrays provided.

22 MAINTENANCE

- 22.1** The SOPPOA is responsible for the maintenance of the common property of the Office Park.
- 22.2** Each Body Corporate is responsible for the maintenance of the common property of their erven. If the body corporate fails to maintain the common property of their erven, and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the Board of the SOPPOA, the Board shall be entitled to remedy the body corporates failure and to recover the reasonable cost of doing so from such body corporate. The costs incurred by the Board, shall be due and payable by the body corporate upon demand, and failing which, the costs may be added to the body corporates levy statement and the costs may be recovered from the body corporate in the same manner as applies to arrear levies, together with interest at the rate applicable to levies.
- 22.3** The Body Corporate of an erven shall be responsible for any item/activity causing damage to the SOPPOA common property as well as the cost of the remediation thereof.
- 22.4** All Bodies Corporate shall keep their erven free of pests, including rats, mice, cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the Board, the managing agent, and their 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.

23 LIABILITY

- 23.1** Any person present on the common property or in the Office Park or using any of the services, land, facilities or amenities of the SOPPOA does so entirely at his own risk. No person shall have any claim against the SOPPOA of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The SOPPOA shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the development nor for any act done or for any neglect on the part of the SOPPOA or any of the SOPPOA employees, agents or contractors.
- 23.2** The SOPPOA and Office Park Security do not accept any responsibility for any loss from damage done to any property related to theft or any other criminal activity.
- 23.3** Tenants and Visitors are responsible for their own personal protection from criminal acts.
- 23.4** The SOPPOA and Office Park Security do not accept any responsibility for any theft or damage to vehicles or theft from vehicles on the premises.
- 23.5** Vehicles are driven and parked entirely at the vehicle owner or drivers risk.
- 23.6** The SOPPOA shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

PART V

MISCELLANEOUS

24 IMPOSITION OF PENALTIES

24.1 If the conduct of a tenant constitutes a breach of a provision of these rules, the SOPPOA Board may:

24.1.1 informally (in person, or via a telephone call, e-mail, or postal mail) notify the tenant of the contravention, and request a clear explanation of the issue by the offending party, or

24.1.2 by written notice inform the tenant of the contravention and warn that a failure to remedy the contravention or if such conduct or contravention persists, a penalty will be imposed, or

24.1.3 by written notice impose a penalty on the tenant.

24.2 The penalty imposed in terms of clause 24.1.3 above shall be effective (due and payable) on the date of the resolution, and must be paid within 30 (thirty) days of the date of the resolution, failing which the body corporate to which the tenant belongs, will be responsible for payment of the penalty imposed in terms of clause 24.1.3 above.

24.3 The SOPPOA Board may from time to time, in what will be known as the Penalty System, determine the amounts, how the amounts are determined, and categories of offences in respect of the penalties in respect of first and successive contraventions. For further details Refer to **Addendum A**

24.4 The SOPPOA Board may, from time-to-time, determine the means by which these rules may be enforced, as well as which parties should be tasked with such enforcement. Irrespective of which party is tasked with the enforcement of these rules, any Trustee of the SOPPOA may at any time enforce these rules where and when he or she becomes aware of any transgressions in terms hereof.

24.5 A tenant may appeal at each step of the process as described in this clause by written notice to the SOPPOA Board, stating the reasons for his appeal. If an appeal is sought after the imposition of the penalty, the appellant shall first pay the penalty, costs and interest incurred to the SOPPOA before submitting the appeal.

24.6 Upon receipt of the appeal, the Board may:

24.6.1 approve the reimbursement of all or part of the penalty, costs and interest incurred, or

24.6.2 by written notice to the person and/or Member schedule a hearing before the Board for the purpose of considering the appeal.

24.7 At the hearing referred to in clause 24.6.2, the person and/or Member shall have the right to be

present, and to be assisted or represented by another person and to:

24.7.1 give evidence;

24.7.2 be heard;

24.7.3 call witnesses;

24.7.4 cross-examine any person called as a witness in support of the charge and to have access to documents produced in evidence.

24.8 Upon the conclusion of the hearing, the Board shall deliberate the evidence and if so resolved, they may:

24.8.1 approve or confirm the penalty, or

24.8.2 approve the re-imbursement of all or part of the penalty, costs and interest incurred.

25 RELAXATION OF RULES

No indulgence or relaxation in respect of these rules shall constitute a waiver or consent, or prevent their enforcement by the Board at any time.

26 SUGGESTIONS AND COMPLAINTS

Should a tenant have any suggestions, complaints, requests or problems that they experience in respect of Steenberg Office Park, we request that he/she first informs the managing agents thereof in writing. Contact details can be found on Page 21.

Addendum A – Contact Details

For all enquiries relating to these rules please contact the Managing Agents

Managing Agents March 2014 -

The Managing Agents are Rennie Property Management.

Contact person – Fay Jappie
fay.jappie@rennieproperty.co.za

Tel: 021 418 1550

Facilities:

Contact person – Oliver Kratschmar
oliver.kratschmar@rennieproperty.co.za

Tel: 072 366 5888

The SOPPOA Board – July 2016

Carol Fleurs-Goddard, Constantia House.
carolfg@computerspecialists.co.za

Tel: 021 702 2290

Heidi Buhr – Amdec House
heidib@amdec.co.za

Tel: 021 702 3200

Anthony Jamieson – Steenberg House.
anthony@ambridge.co.za

Tel: 021 712 2811

Vincent Bester – The Terraces.
Vincent@knowbase.co.za

Tel: 021 701 1850

Steenberg Office Park Security – June 2016

The appointed security company is Grinnell Security.

Contact Person – Main Gate - Marie

Tel: 021 702 3414

Head Office – Albert Basson

Tel: 086 147 4635

Addendum B - Penalty charges

Reckless Driving	R 1000 per incident
Littering on common property	R 150 per incident
Exceeding noise levels	R 500 per incident
Contravention of other rules	
Continuous car alarm	R 500 per incident
Wheel Clamping Release Fines	R 150 per incident
Section 20 – Nuisance, Disturbance, Noise	R 250 per incident
Advertising without SOPPOA permission	R 500 per day

Addendum C - Exceptions to Temporary Signage Approval (Section 16.10)

Blood Donors Day – Signage

Addendum D - Visitor Access Procedures

In order for visitors to be granted access to the Office Park during Business Hours, the following prerequisites must be met:

1. Comply with The Health and Safety Regulations of this document (Section 21)
2. Sign the Visitor Log and show Security staff a photo ID (i.e. driver's license).
3. For someone without a photo ID, the Tenant will be required to come to the Main Gate to meet the individual.
4. After the visitor meets one of the above, Security staff will issue a Visitor Pass (to be returned upon the visitor's departure)

Addendum E - Contractor Access Procedures

In order for Contractors to be granted access to the Office Park during Business Hours, the following prerequisites must be met:

1. Comply with Section 21 of this document
2. The Tenant will provide the Grinnell Security Main Gate with prior notification (messengers and food deliveries excluded).
3. All such Contractors will follow Visitor Access Procedures.
4. Vendor/Contractor ID's will be held at the security desk until the access card is returned to Security.
5. Loading Dock deliveries are restricted to 30 minutes for unloading, unless prior notice and approval has been granted by the Property Body Corporate.
6. Contractors MAY NOT use the Westlake Pedestrian Gate for any reason.
7. All contractors shall abide by the Health and Safety Act and shall appoint a Health and Safety Consultant where relevant, for the duration of the activity.
8. All contractors shall fulfil all work permit requirements.
9. Contractors shall provide proof of Public Liability Insurance and shall indemnify SOPPOA of any liability resulting from public injury or illness, as well as against incidents or accidents resulting from their activities as well as caused by vehicles using public roadways. Furthermore developers and contractors and owners shall be liable for any damage caused to common property.
10. In addition, all construction sites shall be demarcated with danger tape or shall be enclosed during the construction phase where relevant, with signage provided.
11. Entry and exit to the construction site should not cut through or encroach upon landscaped areas and gardens and shall not be permitted across the common property unless authorised by SOPPOA.

Contractor Insurance

In addition, all contractors performing services in the buildings in Steenberg Office Park shall provide a Certificate of Insurance with separate additional Insured Endorsements evidencing the following insurance coverage prior to commencement of work. The endorsements must cover both "ongoing operations" and "products-completed operations"

The contractor shall secure and keep in full force and effect throughout the term of the Contract, at the contractor's sole cost and expense, the following minimum coverage (additional amounts may be required depending upon the nature of the contractor's work subject to Managements sole discretion

- Comprehensive or Commercial General Liability Insurance, written on an occurrence basis, to afford protection of SAR 5,000,000 combined single limit for personal injury, bodily injury and/or death and property damage arising out of any one occurrence; and which insurance shall include coverage for premises-operations (including explosion, collapse and underground coverage), elevators, contractual liability, owner's and contractor's protective liability and completed operations liability.
- Comprehensive Automobile Liability covering owned, non-owned, and hired vehicles providing bodily injury and property damage coverage, all on a per occurrence basis, at a combined single-limit of SAR 2,000,000.
- Workers' Compensation Insurance providing statutory benefits for contractor's employees and Employer's Liability coverage in an amount not less than SAR1,000,000.