



# INDUCTION AND COMPLIANCE FOR SHORT-TERM TENANTS

NAME: \_\_\_\_\_ UNIT NUMBER: \_\_\_\_\_

Dear Guest

We have been informed of your impending visit, please note that the Pearls of Umhlanga is a residential estate, with registered conduct rules in place. Please note that you are renting an apartment from an Owner within the Estate, and you are NOT a guest of Capital Pearls, which is a separate entity and managed completely independently. Should you have any concerns during your stay, they are to be raised with the Agent of the apartment and not Capital Pearls. Capital Pearls nor the Body Corporate can assist with the following:

- cleaning of units,
- extension of bookings,
- inaccessibility into units,
- maintenance within a unit etc,

You would need to contact your Agent of the apartment for the above.  
The limit of the Body Corporate’s responsibility is to complete your biometric registration.

I, the undersigned, confirm as per the rules contained below that I have not rented the unit for less than 14 days. I understand that the breach of this condition may result in my eviction.

I, the undersigned, in my personal capacity and in my capacity as guardian and/or caretaker of any minor children under my control who will enter the Pearls of Umhlanga, hereby acknowledge that I am aware of the following activities and structures at the Pearls of Umhlanga.

- An electric fence that carries an electric current to prevent unauthorised people to enter the estate;
- possibility of scaffolding and maintenance on the estate;
- vehicles driving around the Estate; Building and Construction sites,
- speed bumps to control traffic; height restrictions into parking area;
- open swimming pool areas
- and the surveillance of certain common property areas by CCTV cameras.

(The above is called a “Risk Event”)

I am aware of the inherent risks connected to the risk event. I accept the risk of injury or damages to myself or to any of my children or to any other children under my control, arising from any activity arising from any risk event. This will apply irrespective of the way the injury or damages are caused. If applicable I undertake to control all children under my control, in such way that they will not suffer injury or damages in any way from any risk event.

I undertake on behalf of myself, my estate or my children accompanying me or children under my control, that should I or any child suffer any injuries or damages, arising in any way from a risk event, whether such injuries or damages were caused by the negligence of any employee or agent of The Pearls of Umhlanga Body Corporate or in any way whatsoever, not to institute any claim against The



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Pearls of Umhlanga Body Corporate, their employees or agents.

I hereby indemnify The Pearls of Umhlanga Body Corporate, the owner of any land in the development, any lessee of any property in the Development, the owner or lessee of any property in the Development, or their employees or agents, against any claim against them in respect of any injuries or damages to myself or any child under my control arising from any risk event as envisaged above.

I will familiarise myself with the emergency evacuation procedures of the building. In the event of fire, I understand that I cannot use the lifts and must use the fire escape staircases. All fire-escape staircases have a break glass unit, this should be broken using the device alongside the glass. If the smoke is dense, crawl along the floor to fire escape. Report at emergency assembly points.

## BODY CORPORATE OF PEARLS MANAGEMENT AND CONDUCT RULES SS 0283/2005 2/2/21

The personal information I provided to the HOA / Body Corporate may be retained for as long as necessary to fulfil the purposes for which it was collected, i.e. the sending of Pearls of Umhlanga related information, notices, or as required by law. My personal information may be sent to third parties as necessary to enable The Body Corporate to carry out its business or as required by law or other legal processes.

I will abide and adhere to all the Body Corporate rules and regulations while at the Pearls of Umhlanga. Monitoring of speed is done by means of traffic control and trapping. Any offenders against the Body Corporate rules and regulations will be fined and/or entry to the Development refused.

## CONDUCT RULES

Reference to "Owner" in the conduct rules applies to guest and tenants that have access granted to them by the Owner. To ensure harmony in this residential estate, it is important that all guests comply with the Body Corporate Rules.

### 1. ANIMALS, REPTILES AND BIRDS

An owner or occupier of a section shall not, without the consent in writing of the trustees, keep any animal, reptile, or bird in a section or on the common property.

### 2. REFUSE DISPOSAL

No refuse or rubbish shall be left on any portion of the common property or elsewhere, including any Section where it is visible by the public, whether in a receptacle or not, except for collection within the area and at the times designated by the Trustees from time to time.

### 3. VEHICLES

3.1 The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing, or abandoned on the common property without the trustees' consent.

3.2 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use is or in a section.

3.3 Owners shall at all times ensure that no oil is allowed to drop onto, or to soil, any portion of the Common Property and any parking area constituting portion of the Common Property, which is used by any Owner or Occupier, shall be kept clean at all times. It is the responsibility of the Owner/Occupier to clean up any oil spills on the common property.

3.4 No vehicles other than light motor vehicles and motor bicycles may be kept in an open parking bay on the common property

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of the scheme without the prior written consent of the Trustees.

3.5 Owners/Occupiers may park their vehicles only in areas as are specifically demarcated by the Body Corporate as parking bays and designated owners' garages.

3.6 Vehicles may not travel at speeds in excess of 20 kilometres per hour on any portion of the Common Property.

3.7 Save with the prior written consent of the Trustees, no caravan or boat shall be parked on the Common Property, (excluding any undercover parking bay or garage which constitutes an exclusive use area).

3.8 Further, no persons shall under any circumstances whatsoever, be entitled to stay overnight in a caravan or the like anywhere on the common property (including any exclusive use areas).

3.9 The speed of vehicles travelling within the basement of the Scheme, shall be 10kms per hour.

## 4. APPEARANCE FROM OUTSIDE

The owner or occupier of a section shall not place or do anything on any part of the common property of the Scheme, (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. In no way detracting from the generality of the aforesaid, the owner shall not install any satellite dish, television antennae, jacuzzi, splash pool or the like anywhere on the common property of the Scheme without the prior written consent of the Trustees, which written consent the Trustees may in their sole and absolute discretion grant or refuse.

## 5. SIGNS AND NOTICES

No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard, or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.

## 6. LITTERING

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

## 7. LAUNDRY

An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

## 8. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

## 9. LETTING OF UNITS

An owner shall not be entitled to let his unit for a period of less than 14 days save with the prior written consent of the Trustees and, during the Development Period, the Developer.

## 10. USER

10.1 An owner shall not do or permit to be done in his Section or on the common property anything that will or may increase the insurance premiums payable by the Body Corporate on any insurance policy save with the prior written approval of the Trustees. When granting such approval, the Trustees may prescribe any specific condition. The Trustees may withdraw such approval in the event of any breach of any condition prescribed when granting their approval.

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10.2 The Body Corporate will not be responsible for any loss or damage suffered by an owner or occupier in respect of any loss or damage caused by the Body Corporate or any servant or agent of the Body Corporate from any cause whatsoever and it shall be the responsibility of an owner or occupier to affect his own insurances in respect of his personal effects contained in his Section or in any part of the common property.

10.3 All owners and occupiers of Sections shall ensure that their respective activities in and uses of the common property and of the Section or any part thereof and of all services, facilities and amenities available on the common property shall at all times be conducted and carried out with proper and diligent care and with due and proper consideration for all the other owners and occupiers of the buildings and in accordance with these Conduct Rules and of the provisions of the Act.

10.4 An owner shall not cause or permit any disorderly conduct of whatsoever nature in the Section or upon any part of the common property nor do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other owner or occupier of the buildings or member of the Body Corporate.

10.5 An owner or occupier shall not allow any linen, clothing, carpets, or mats to be hung on the outside of any Section except in such place specifically designated therefor. Carpets and mats shall not be shaken or dusted or beaten over the balcony's verandas, and corridors or through windows of the buildings. In addition, no flagpoles, flags, or bunting may be erected or displayed anywhere on the common property of the Scheme without the prior written consent of the trustees, which consent the trustees may in their sole and absolute discretion grant or refuse. Inflammable or other dangerous material or articles may not be brought on to the common property or into a Section, save for bona fide domestic purposes.

10.6 Save with the prior written consent of the Trustees, the maximum number of persons that shall be entitled to occupy any section of the Scheme shall be determinable by multiplying the number of bedrooms in the section by two.

10.7 Smoking shall not be permitted on any part of the common property of the Scheme (including the basements and the swimming pool area).

### 11. GAMES

No person shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the Section or on the common property or on the buildings, except in areas specially designated for such activities and no person shall play, run or make noise in any carport, or on any staircases, corridors, entrance areas, parking bays or in any part of the common property except in areas specially designated for such activities.

### 12. HOBBIES AND ACTIVITIES ON COMMON PROPERTY

12.1 No hobbies or other activities may be conducted in a Section or on the common property if it causes a nuisance to other occupiers.

12.2 Hobbies and other activities which cause undue noise are not permissible under any circumstances.

### 13. VISITORS

13.1 An owner or occupier of a Section is liable for the conduct of visitors and/or other occupants of the section, and he must ensure that all rules in terms of the Act and these Conduct Rules are adhered to.

13.2 Any of the guests of an Owner or Occupier shall be entitled to use the communal facilities, provided that such Owner or Occupier accompanies them.

13.3 Residents must supervise any children visiting them, so that no damage, interference, or nuisance is caused to other owners or occupiers, to their property or to the common property.

### 14. ALTERATIONS AND RE-DECORATION

No jacuzzi or splash pool may be installed in any section without the prior written consent of the Trustees, which consent the Trustees may in their sole and absolute discretion, grant or refuse.

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## 15. EMPLOYEES

15.1 For security purposes no worker or domestic help may be employed by any of the occupiers unless prior permission of the Trustees has been obtained, which may be withdrawn at any time by the Trustees if due cause is shown. Employees and domestic help are obliged to wear authentic identification cards while in Sections or on Common Property. In the event of the Owner or Occupier receiving notice of withdrawal, he shall ensure that the worker in question vacates the property or the Section within the stipulated period.

15.2 No employee or domestic help is permitted to sleep on the common property at any time.

15.3 The services of Body Corporate employees may not be utilised by Owners/Occupiers/Residents, either in or outside of working hours, without the prior permission of the Trustees or manager (if so appointed).

15.4 An Owner/Occupier shall not interfere with the Body Corporate's Contractors or their staff in the course of their duties on the common property. Complaints, suggestions, or requests are to be directed to the Chairman of the Body Corporate in writing.

## 16. SILENCE

16.1 Silence must be maintained between 23h00 and 06h00 every day.

16.2 Motor hooters may not be used on the Common Property except in an emergency, nor may any sounding car alarms be left unattended by the owner thereof at any time.

16.3 Radios, musical instruments, record players, television receivers, etc must be used in such a manner as not to be an annoyance to others.

## 17. FACILITIES

The trustees shall be entitled to regulate and impose restrictions from time to time, on the use of any facilities on the common property of the Scheme, to ensure that such facilities are utilized for the mutual benefit of all owners in the scheme.

## 18. SECURITY

The owners shall abide by the regulations and restrictions imposed by the Trustees in order to ensure the security of the Scheme and in particular, restrictions put in place in respect of ingress and egress from the common property of the Scheme.

## 19. BREACH OF OR FAILURE TO COMPLY WITH RULES

19.1 Should any owner, or his lessee, invitee, guest, servant, employee or occupier of his section, or any other person who may come upon the common property of the Scheme by virtue of his right thereto, breach any of the Body Corporate's conduct or management rules and fail to remedy such breach within a period of 3 days of having received written notice from the Trustees to remedy such breach, the Trustees shall be entitled to take such action as is available to them in terms of the Rules and the Act.

19.2 In no way detracting from any rights that the Trustees of the Body Corporate may have in terms of the Act or in Law, the Trustees shall be entitled, in the situation referred to in paragraph 24(1) above to, inter alia:

- call for an explanation or an apology
- impose a fine or fines
- withdraw the previously given consent applicable to the particular issue
- instruct attorneys to advise the Body Corporate or institute legal action on the Body Corporate's behalf
- refer the matter to arbitration if appropriate (as contemplated in the Act)

19.3 Place a wheel clamp on the wheel on any vehicle parked on the common property of the Scheme in contravention of the Conduct of Management Rules.

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### 20. DISCLAIMER OF RESPONSIBILITY

20.1 The Body Corporate shall not be liable for any injury to person, damage to or loss of property to whomsoever it may belong, occurring or suffered, upon the Scheme regardless of the cause thereof nor shall the Body Corporate be responsible for any theft of property occurring on the Scheme. Owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the Body Corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

20.2 The Body Corporate and/or its agents shall not be liable to any owner or any of the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Scheme, regardless of the cause thereof.

20.3 Owners shall accept responsibility for and indemnify the Body Corporate and its employees, servants and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in clauses 20.(1) and 20.(2) above.

### 21. AD HOC

21.1 In no way detracting from the powers of the Trustees in terms of the Act, to manage the common property of the Scheme, it is specifically recorded that the Trustees may impose restrictions with regard to:

- the holding of functions and gatherings on the common property of the Scheme.
- security, including, but in no way limited to, measures in respect of the ingress and egress to the common property of the Scheme and the mechanisms utilised by parties to obtain access to the common property.
- issues regarding health and safety and
- any other aspect in respect of the maintenance and use of and access to, the common property to the Scheme as the Trustees deems fit.

### 22. BALCONY

No open fire, be they braais or otherwise, shall be permitted on any balcony or veranda (whether same constitutes part of a section or part of an exclusive use area) or on any part of the common property of the Scheme (and only gas braais shall be permitted). In addition, no furniture with glass components shall be permitted to be left outside on balconies and shall only be permitted on balconies when in use.

### 23. SIGNAGE

No signage may be erected anywhere on the common property of the Scheme save with the prior written consent of the Trustees provided that in respect of Phase 2 of the Scheme (known as Pearl Sky), no signage may be erected on the common property of the Scheme without the prior written consent of both the Trustees and, during the Development Period, the Developer.

### 24. LIFTS

24.1 Children under the age of 12 years shall not be entitled to utilise the lifts unless accompanied by an adult.

24.2 In order to minimise inconvenience to other Owners the use of the lift for removal of furniture and building materials as aforesaid, shall be limited to the following times, namely: Weekdays - 09H00 to 16H30 Saturdays - 09H00 to 13h00



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I have read and understood the Body Corporate Rules.

Signed and accepted by the Guest at \_\_\_\_\_ on \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_

Guest responsible for the Apartment