



Jewel of the Magaliesberg

UTOPIA NATURE ESTATE  
The Body Corporate, Utopia Sectional Title Scheme No SS879/2003

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## CONDUCT RULES

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# CONDUCT RULES

## 1. Introduction

Since its conversion to Sectional Title in 2003, the Utopia Sectional Title Scheme (“Utopia”) has been regulated by the provisions of the Sectional Titles Act 95 of 1986, the management and conduct rules prescribed in terms of that Act, various amendments to those rules adopted by resolutions of the Body Corporate from time to time at Annual or Special General Meetings and more recently the Sectional Titles Schemes Management Act 8 of 2011 which came into operation on 7 October 2016, plus the Sectional Titles Schemes Management Regulations published on 7 October 2016.

Since these resolutions have been taken at various times since 2003, there is unfortunately no single document to which owners, their family members and guests as well as all management and staff employed by Utopia may refer, which contains all the conduct rules applicable to Utopia.

The purpose of this document is accordingly to consolidate the various conduct rules prescribed in the regulations to the Sectional Titles Act or more recently the Sectional Titles Schemes Management Act which are of particular relevance to Utopia and the various amendments to those rules which have been adopted at Annual or Special General Meetings, and which are already binding on owners of chalets or stands in Utopia. Where appropriate the wording of these rules has been simplified to make them more applicable to present-day Utopia.

Together, these rules and resolutions provide an acceptable code by which owners, their family members and guests as well as all management and staff employed by Utopia may live and work together reasonably and harmoniously and without interfering with other owners’ rights of use and enjoyment of their properties.

## 2. Interpretation of Terms of these rules (unless otherwise specified):

- a) “Act” means the Sectional Titles Act 95 of 1986, as amended by the Sectional Title Schemes Management Act No. 8 of 2011, or as either Act is amended from time to time and any regulations made and in force thereunder
- b) “Management Act” means the Sectional Titles Schemes Management Act No. 8 of 2011, as amended from time to time, and any regulations made and in force thereunder
- c) “Regulations” means the Sectional Titles Schemes Management Regulations published on 7 October 2016
- d) “Sectional Plan” means the Utopia sectional plan registered with the deeds office and included under Annexure B
- e) “trustees” mean the Trustees appointed in terms of the Act
- f) “the Body Corporate” means the Body Corporate as determined in sections 3 to 9 of the Management Act
- g) “section” means the section shown as such on the registered Sectional Plan. For clarity, this typically refers to the physical buildings and footprint of the physical buildings of the section and not the 20 metre by 20 metre square (i.e. 400 square metre) exclusive use area designated per section.
- h) “exclusive use area (EUA)” refers to a portion of the common property within the sectional title scheme that has been designated for the exclusive use and enjoyment of a specific section and its owner(s). For clarity this is typically defined as a 20 metre by 20 metre square (i.e. 400 square metres) for each section.
- i) “common property”: means the common property as shown on the Sectional Title Plan”. For clarity this is all land that forms part of the scheme, other than sections designated in the sectional plan.

- j) "chalet" means a constructed dwelling on the section
- k) "owners" mean the registered owners of the units who are responsible for their families, tenants, residents, guests, visitors, etc. that may be in the estate
- l) "managing agent" means the Managing Agent as appointed by the Trustees from time to time to administer the affairs of the Body Corporate
- m) "estate" means the buildings known as UTOPIA NATURE ESTATE as well as the common property
- n) "occupier" or "resident" means the person occupying any section
- o) Words importing-
  - i. The singular number shall only include the plural, and the converse shall also apply
  - ii. The masculine gender shall include the feminine and neutral genders, and the neutral general shall include the masculine and feminine genders
- p) words and expressions, to which a meaning has been assigned in the Act or regulations made in terms of the Act, shall bear the meaning assigned to them
- q) the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretations of the rules
- r) "parked" refers to any mode of transport which is stationary in one position either in a demarcated parking space, exclusive use area or on common property for any length of time.
- s) "general aesthetic" refers to the natural bush lodge type look and feel, including the landscape and features that are naturally occurring in nature opposed to human creations.
- t) "aesthetic": The unique character of Utopia as a distinctive nature estate with an eco-estate and bush lodge type feel. This is achieved through earthy colours, undisturbed, nature inspired appearance. The general aesthetic referenced would be directly in relation to the "unique Character of Utopia".
- u) "unique Character of Utopia" refers to buildings that are in keeping with the general and natural aesthetic, common areas and natural surroundings that are in keeping with nature, and buildings as defined in the building regulations.
- v) "embellishment" refers to any decoration or object such as but not limited to: statues, manmade decoration, garden planter etc.
- w) "emergency maintenance" refers to maintenance required when an asset or piece of equipment suffers an unexpected breakdown or change in condition that results in an immediate threat to health and safety or critical infrastructure such as water and electricity supply.
- x) "watercraft" refers to all motorized or non-motorized water vessels including boats, kayaks, canoes, paddleboards and rafts.
- y) "nominated values" refers to equal value of levies, and value of votes per unit.
- z) "fine" refers to a monetary value due to the body corporate, levied to the owner on a separate account to the levy account
- aa) "penalty" refers to restrictive and corrective measures in the event where corrective measures are required to be taken at an additional labour, materials and administrative cost.



### **3. Application of these Conduct Rules**

- 3.1. This document constitutes the Conduct Rules for Utopia and is binding on all owners of chalets and sections in Utopia and all management and staff employed by Utopia.
- 3.2. Owners, management and staff shall ensure that their family members, guests, lessees, staff, builders and other contractors are aware of and comply with these Conduct Rules.
- 3.3. These Conduct Rules must be read together with –
  - 3.3.1. the Building and Occupation Code adopted by the Body Corporate of Utopia together with any amendments which may be adopted by the Body Corporate of Utopia at properly convened Annual or Special General Meetings from time to time.
  - 3.3.2. any other policy or guideline document which may be adopted by the Body Corporate of Utopia at properly convened Annual or Special General Meetings from time to time.
- 3.4. In the event of any conflict between a provision of these Conduct Rules and any code, policy or guideline adopted by the Body Corporate from time to time, the provisions of these Conduct Rules prevail.

### **4. Chalet construction and alteration**

#### **4.1. Building and Occupation Code**

- 4.1.1. To put an end to the fragmented and thus frequently disputed rules on what owners can and cannot build in their exclusive use area, the Body Corporate adopted a Building and Occupation Code at the Annual General meeting of October 2008. Amendments to that Code were adopted at the Annual General Meeting held in March 2025.
- 4.1.2. Changes to the Building and Occupation Code may only be made by a resolution of three-quarters of the owners present at a properly convened General Meeting or Special General Meeting.
- 4.1.3. The Board of Trustees, Utopia's Management and owners may not implement any decision or construct any building or structure in Utopia that does not comply with the Building and Occupation Code as amended from time to time.

### **5. Chalet occupation and use**

#### **5.1. Nuisance**

- 5.1.1. No owner, their family, guests or staff may use their chalet and exclusive use area in any way that unreasonably invades the privacy, disturbs or impairs the use, enjoyment or convenience of neighbours or any other person in Utopia.

#### **5.2. Noise**

- 5.2.1. No owner, their family, guests or staff may operate or play a radio (including a car radio), television set, musical instrument, sound amplifier, other sound emitting devices or talk, shout or sing in a manner that disturbs or impairs the use, enjoyment or convenience of neighbours or any other person in Utopia.
- 5.2.2. Noise from people with service animals must also be kept within reasonable limits.



- 5.2.3. Hobbies or activities on the common property that create a noise nuisance, are not allowed.
- 5.2.4. Complaints regarding noise or undesirable conduct may be reported to the Utopia Nature Estate Control Room and such reports should be made at the time of the infringement

### 5.3. Light

- 5.3.1. No exterior lighting is permitted on chalets or in the exclusive use area that causes a nuisance by disturbing or impairing the use, enjoyment or convenience of neighbours.
- 5.3.2. Low wattage, eco-friendly energy saving lights and motion sensing lighting is encouraged. Outside lighting must be kept to a minimum to avoid light pollution and must be low wattage and soft shaded. Outside lighting must be kept to a minimum.
- 5.3.3. Outside lights must be down lighters. No spotlights or floodlights as external lights on any building are permitted.
- 5.3.4. Should exterior light disturb cause such a nuisance, neighbours are entitled to require that such lighting be repositioned or removed.

### 5.4. Chalet maintenance / appearance from outside

- 5.4.1. Owners must ensure that the exterior of their chalet is well maintained and is kept in a neat and tidy condition.
- 5.4.2. Should the external appearance of a chalet, in the opinion of the Board of Trustees or the Utopia Site Manager, be aesthetically displeasing or undesirable, the Board of Trustees may request the owner to take steps to rectify the position failing which the Utopia Site Manager may take the necessary steps and the Board of Trustees shall recover all reasonable costs incurred in this regard from the responsible owner.

### 5.5. Exclusive use Areas

- 5.5.1. An exclusive use area refers to a portion of the common property within the sectional title scheme that has been designated for the exclusive use and enjoyment of a specific owner(s) or owners of a section.
- 5.5.2. Utopia does not have exclusive use areas registered on the sectional title register or sectional title plan and therefore these areas are conferred to each section by the body corporate.
- 5.5.3. The exclusive use area associated with each section is restricted to 400 square metres including and surrounding the chalet. In most cases in Utopia this is deemed to be 20 metre x 20 metre square from the centre of the originally built chalet, except where the landscape or adjacent chalets or section have caused this to be amended, or where registered sections do not presently house any structure.
- 5.5.4. Where any exclusive use area extends beyond the prescribed 20 metre x 20 metre square (400 square metres) as an historical anomaly, the owner shall seek to rectify this to the extent that it is practical and possible. Failing this, an owner may motivate for an exception to be passed by special resolution on a case-by-case basis, provided that the total exclusive use area does not exceed 400 square metres.
- 5.5.5. Clause 5.5.4 above should in no way be construed as licence or permission for owners to extend their exclusive use areas or to deviate from the intent of retaining the original 20 metre by 20 metre

exclusives use area designation, but rather as a way to accommodate historical anomalies that are difficult to rectify by other means.

5.5.6. Rights and Responsibilities:

- a) The owner(s) of the section to which the exclusive use area is assigned shall have the right to use and occupy the area exclusively. However, such rights are subject to compliance with the conditions and terms set out in the Conduct Rules, the Building and Occupation Code, the Act and the Regulations.
- b) An owner or any other occupier of a section or exclusive use area may not construct or place any structure or building improvement on an exclusive use area which in practice constitutes a section or an extension of the boundaries or floor area of a section without complying with the requirements of the Act and the Sectional Titles Act; provided that the body corporate may by ordinary resolution:
  - i. ensure compliance with the Building and Occupation Code
  - ii. give consent for such a structure or building improvement, if they are satisfied that it does not require compliance with such requirements;
  - iii. prescribe any reasonable condition in regard to the use or appearance of the structure or building improvement; and
  - iv. withdraw any consent if the member or other occupier of a section breaches any such condition.
- c) The owner shall be responsible for the maintenance, upkeep, and repair of the exclusive use area, including any improvements made, unless otherwise stipulated in the scheme's rules or the registered sectional title conditions.
- d) The owner(s) of the affected area must ensure that the use of the exclusive use area does not interfere with the rights of other owners or residents within the scheme.
- e) Any gardens, carports, bomas, showers, braais, paving or any other land alteration may not extend beyond the boundaries of the allocated exclusive use area.
- f) No exclusive use area may be transferred, reallocated or assigned to different owners per provisions of the Body corporate rules and any applicable laws governing the Sectional Title Scheme.

5.6. Gardening and Irrigation

- 5.6.1. Owners may only garden or otherwise alter the landscape of their exclusive use areas. In this regard, only indigenous plant species (and preferably endemic plant species) may be planted.
- 5.6.2. Owners are required to remove all invader plant species from their exclusive use areas and maintain their section in a natural bushveld condition.
- 5.6.3. Water is a scarce commodity and must be conserved at all times. The use of rainwater is encouraged.
- 5.6.4. Unattended watering is not allowed. Watering by hand is permitted. The use of automatic or manual irrigation systems for the purpose of garden irrigation is not permitted.

- 5.6.5. No gardening or other alteration of the landscape of the common property other than an exclusive use area is permitted without the prior written consent of the Utopia Board of Trustees.
- 5.6.6. Only trees that present a fire hazard may be cut or pruned by Utopia management in the owner's exclusive use area.
- 5.6.7. No vegetation of any kind outside of the owner's exclusive use area may be trimmed, cut or removed by owners or guests.

5.7. Fencing

- 5.7.1. No fencing or any man-made barrier may be erected between chalets or inside or outside exclusive use areas. Owners may however plant indigenous species as screening between chalets after requesting and obtaining permission from the Utopia Board of Trustees.

5.8. Water Tanks

- 5.8.1. Rainwater tanks, above or below ground, may be used for watering provided the tanks are enclosed and hidden from view in a manner benefitting the environment and are not visible from main roads or access roads.
- 5.8.2. Permission is required in alignment with the Building and Occupation Code provisions before installation of a water tank either below or above ground within the owners Section, and permission may not be unreasonably withheld.

5.9. Refuse disposal

- 5.9.1. Owners are required to keep a robust monkey/baboon-proof bin outside their chalets for household waste. The bin must not be accessible to any animals to open and raid.
- 5.9.2. Household waste must be disposed of in these bins while owners are in residence and must be deposited in the designated waste bins at the Utopia main gate when owners or their guests leave Utopia.
- 5.9.3. Waste bins may not be left at chalets when owners leave Utopia.
- 5.9.4. Permitted waste bins are rubber black bins with a baboon proof bracket, steel mesh cages and heavy-duty plastic bins. Bins must be immovable by animals and lockable with estate maintenance staff access possible.
- 5.9.5. No potentially harmful substances or plastic bags may be kept where any animals could come into contact with or be harmed by such.

5.10. Laundry

- 5.10.1. No owner their family, guests or staff may hang any washing or laundry on any part of their chalet, in their Sections or in the common property in such a way that it is visible from any of the main access roads in Utopia or in such a way that it is aesthetically displeasing or undesirable to any neighbours or any other person in Utopia.

5.11. TV Dishes and Antennas

- 5.11.1. TV dishes and antennas are allowed and are to be attached to the chalet.



5.11.2. TV dishes and antennas may not be attached to lightning conductors under any circumstances, for safety reasons.

5.11.3. If the dish or antenna protrudes above the roof of the chalet or is attached to the roof or chalet, the maximum height of the entire structure may not exceed the 8m restriction for the building structure.

5.11.4. TV dishes and antennas may not be brightly coloured.

5.11.5. The signatures of owners (or duly authorized representative of owners) of any chalets located within 100m whose view or other amenities may be impacted by the proposed construction must be obtained. Said signature must include the name of the signatory and number of chalet, clearly printed. In the event of a dispute or if approval is considered to be unreasonably withheld, the Board of Trustees shall make the final decision.

5.12. Driveways

5.12.1. Utopia management is responsible for the maintenance of access roads to the owner's section where these are on common property other than designated exclusive use areas.

5.12.2. Owners are responsible for their immediate driveways where these fall within the owner's exclusive use area.

5.12.3. Constructed and paved driveways may not protrude past the owner's exclusive use area and should be in keeping with the natural aesthetic.

5.13. Signs and Notices

5.13.1. All chalets are required to display their current chalet numbers on the outside of their chalets, visible from the access road to their chalets.

5.13.2. No other sign, notice or advertisement may be placed on any chalet where it is visible from any of the main access roads in Utopia or in such a way that it is aesthetically displeasing or undesirable to any neighbours or any other person in Utopia.

5.13.3. All signs shall be in keeping with the estate signage standard as approved by trustees.

5.13.4. The maximum size for personal signs or chalet numbers is 50cm x 40cm.

5.13.5. The Colour codes for all estate signage is Hex colour code for Utopia green is #0d9776, RGB (13,151,118) and Traffic Yellow is #fedc39, RGB (254,220,57).

5.13.6. Chalet numbers or other signage to be attached to the owners' Section may include wooden letters and numbers. All other signage to be printed on chroma deck board with durable materials in the colour codes as defined by the estate.

5.13.7. Personal signs are not permitted along main roads or access roads or driveways.

5.13.8. Non-compliant signs will be removed by the estate management and the owner may be fined and charged for the removal based on a reasonable call out and labour fee.

5.14. Tents and caravans

5.14.1. No owner, their family, guests or staff may erect a tent adjacent to their chalet for more than three days per calendar month.

5.14.2. No owner, their family, guests or staff may park a caravan or allow a caravan to be parked adjacent to their chalet under any circumstances. Caravans may only be parked or used in the designated caravan/camping area.

5.14.3. The Board of Trustees shall be entitled to levy a fee for the use of Utopia's camping facilities by any person other than an owner, their family, or their guests

5.15. Generators

5.15.1. Generators may only be used for maintenance or building work between 08h00 and 17h00 Monday to Friday.

5.15.2. Generators may also be used for routine domestic use (e.g. vacuum-cleaning, washing machines, charging of batteries etc.) between 09h00 and 13h00 on Saturday mornings provided the prior consent of the Utopia Site Manager and neighbours who may be affected is obtained.

5.15.3. Generator use for any purpose is not allowed on Saturday afternoons, Sundays and public holidays and in peak holiday periods.

5.15.4. Where possible, "silent" generators must be used.

5.16. Parking and storage of vehicles

5.16.1. For the purpose of this Rule, "vehicles" includes motor vehicles, motorcycles, quad-bikes, trailers of any description, airplanes (including microlights) and watercrafts.

5.16.2. Owners, their families, guests and staff must park their vehicles adjacent to their chalets in the area dedicated for such parking.

5.16.3. Should the area dedicated for such parking be inadequate, owners must obtain the prior consent of the Utopia Site Manager and any neighbours who may be affected before parking a vehicle in another area.

5.16.4. Vehicles may be parked outside the Owner's EUA if there is no natural parking area within it, but under no circumstances may any part of the common property that falls outside the EUA be physically cleared for parking.

5.16.5. Owners may not store vehicles at Utopia (whether inside or outside their exclusive use area) unless that owner is in residence at Utopia. Such vehicles must be removed when such owner is not in residence.

5.17. Fires, Outside Braais and Ovens

5.17.1. Owners, their families, guests and staff may only make fires in designated fireplaces or braai constructions (whether inside or outside their exclusive use area).

5.17.2. Fires may not be left unattended and owners, their families, guests and staff must ensure that all fires are completely extinguished before they leave the area.

5.17.3. Areas surrounding braais must be kept clear of grass and other combustible materials at all times.

5.17.4. No hot ash may be dumped on common property including exclusive use areas.

5.17.5. All fire pits should have a steel lid to cover the fire pit after the fire has been properly extinguished

5.17.6. Burning cigarettes must never be thrown from cars or dropped anywhere in the estate.

5.18. Fire Safety

5.18.1. Fire Fighting Equipment:

a) Chalets are required by insurers to have at least one suitable 4.5kg dry chemical powder fire extinguisher installed in it, which must be re-certified annually at the owners expense.

b) Fire blankets are recommended.

c) All fire safety equipment must comply with individual and estate insurance requirements.

5.18.2. Bush Clearance

a) Clearance and maintenance of all bush shall be undertaken by owners within their EUA and by Utopia management on the common property.

b) Such bush clearance shall be undertaken to ensure compliance with the provisions of the estate insurance policy.

5.18.3. Storage of Flammable Goods

Owners, residents or guests must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes. This does not apply to the storage of fuel or gas in the fuel tank of a vehicle, generator or engine or to a fuel tank or gas cylinder kept for domestic purposes.

5.18.4. Thatch Fire Protection

Owners may install a roof-sprinkling system on thatched roofs if they wish, provided it blends in colour. It should be noted this impacts on the estate's water availability to douse.

5.18.5. Fireworks

Due to the high risk of veld fires and the disturbance of game, the lighting or letting off of crackers, fireworks or any other explosive devices within Utopia is not allowed at all times.

5.19. Pets and Service Animals

5.19.1. Owners, their families, guests and staff may not keep or bring pets of any kind into Utopia.

5.19.2. An owner, resident, visitor, or staff member who suffers from a medical condition (a physical condition) the treatment for which requires the presence of a service animal ("a qualifying animal"), is permitted to bring and keep such service animal at Utopia subject to the following approval process and conditions:



5.19.3. Approval for a qualifying person:

- a) A qualifying person must provide the Board of Trustees with a motivation letter from a licenced health care professional which sets out the reasons why they require a service animal for their physical well-being.
- b) The Board of Trustees must consider the motivation letter and any other supporting documents submitted by the qualifying person and advise the qualifying person of its decision without delay. Such decision must be exercised reasonably and in a procedurally fair manner considering all relevant factors including:
  - the medical condition of the qualifying person and their specific needs.
  - the potential impact of the service animal on other owners, residents, visitors, and staff members at Utopia.
- c) The Board of Trustees reserves the right to withdraw any approval granted to a qualifying person provided that such decision is exercised reasonably and in a procedurally fair manner which involves giving reasonable notice to the qualifying person concerned and considering any representations such qualifying person may wish to make.

5.19.4. Conditions

- a) A qualifying person may only keep one service animal at Utopia at any time.
- b) Should such a qualifying person leave Utopia (even for a short time), suitable arrangements shall be made to ensure that the service animal is well cared for and prevented from roaming freely around Utopia. If no such arrangements are possible, the animal shall be taken with the qualifying person or be taken to suitable facilities outside Utopia.
- c) Service animals may not be allowed to roam freely on the common property within Utopia. They must always be under the direct control of a qualifying person, who must be able to always keep control of the service animal.
- d) Service animals must, when taken into the common property, wear a harness or collar indicating the qualifying person's name, chalet number (or location of staff accommodation) and cell phone number.
- e) Utopia Security must maintain a list of qualifying persons and service animals together with the associated unit number, to be available at the gate in order to supervise access to the estate.
- f) A noticeboard must be erected outside the chalet (or staff accommodation) for any qualifying person, indicating the presence of the service animal and the qualifying person's name and cell phone number. Such notice board shall be provided by the Board of Trustees, at the cost of the qualifying person.
- g) A qualifying person shall remove their service animal's litter (faeces) from the common property and shall ensure that water sources are not contaminated by their service animal's faeces or urine.
- h) A qualifying person shall ensure that their service animal does not cause a nuisance to other owners, occupiers, or members of staff through barking, howling etc. or by straying into other owners' chalets or sections.

- i) A qualifying person shall ensure that their service animal does not threaten or aggravate any wildlife or dig up or damage the vegetation at Utopia in any manner. A qualifying person shall ensure that their service animal is always kept away from monkeys and baboons.
- j) Service animals must be provided with adequate food, water, and medical care in accordance with the Animal Protection Act 71 of 1962.
- k) Service animals must be trained and socialized to prevent aggressive behaviour towards people and other animals.
- l) Service animals must be sterilized and vaccinated (which vaccinations must be kept up to date by the qualifying person) and proof of such sterilization and vaccination must be provided to the Board of Trustees.
- m) A qualifying person who allows their service animal to act in breach of these rules may be instructed by Utopia Security, the Utopia Site Manager or the Board of Trustees to remove the service animal immediately from Utopia and any costs associated with such removal or any costs arising from any harm caused by the service animal will be for such qualifying person's account. An application will be made to CSOS to obtain an order for the removal of such service animals.

5.20. Conducting business

- 5.20.1. Except with the prior written consent of the Board of Trustees authorised by the written consent of all owners, no owner, owner's guest or other occupier may conduct any type of business within Utopia which requires outsiders to enter Utopia.
- 5.20.2. Services provided to and for the benefit of other owners are permitted provided they do not disturb or impair the use, enjoyment or convenience of neighbours or any other person in Utopia.

5.21. Letting of chalets

- 5.21.1. Owners that decide to let their units for short term stays must register their units with the estate in the prescribed manner and format as determined by the Board of Trustees.
- 5.21.2. Owners that advertise their units for rental must include in such advertisement any information that may be prescribed by the Board of Trustees relating to Utopia's Conduct Rules, and other information deemed necessary by the Board of Trustees to ensure that the rental of units at Utopia is orderly and consistent with such Conduct Rules.

5.22. Occupation Limits

- 5.22.1. All chalets will be subject to a limitation of 3 people per habitable room up to a maximum of 10 people per chalet. A habitable room is defined as a room that is designed or used for human habitation according to the minimum standards prescribed in Part C of the National Building Regulations and does not include a storeroom, kitchen, scullery, toilet, bathroom, or a passage.

5.23. Letting of common property facilities

- 5.23.1. The Board of Trustees is mandated to rent out of common property facilities, including the hall, boma, chapel and the additional buildings situated below the current restaurant and shop and the three staff houses on such terms and conditions as they consider appropriate.



5.24. Electrification of units

5.24.1. Apart from chalets which already have legally connected Eskom electricity, no further chalets may be electrified without a resolution of three-quarters of the owners present at a properly convened General Meeting or Special General Meeting.

5.25. Fixed Line Communications/Connectivity

5.25.1. Apart from chalets which already have fixed line communications or connectivity, no further chalets may have landline telephones installed without a resolution of three-quarters of the owners present at a properly convened General Meeting or Special General Meeting.

5.26. Lightning Conductors

5.26.1. All chalets with thatched roofs, Thatch over Harvey tiles must have lightning conductors complying with SANS Standards, including the requisite compliance certificate.

5.26.2. A new compliance certificate must be provided to the estate every 12 months, not exceeding the expiry date of the previous certificate date.

5.26.3. If required by owners, Utopia management will arrange inspections and owners will be charged in advance for the certification for cash flow purposes.

5.26.4. In the event that the Utopia insurance policy imposes additional certification provisions, these are for the owner's expense. Owners not providing such certification when requested may have the inspection carried out by Utopia's contractor at the owner's expense to comply with such insurance demands.

5.26.5. Nothing may be attached to the lightning conductor other than the earthing cables.

**6. Levy and insurance payments**

6.1. Levy contributions, insurance and payments

6.1.1. Utopia levies are calculated on equal nominated values for each unit, per unit.

6.1.2. Levy invoices are provided to owners monthly consolidating the levy and unit/section insurance due.

6.1.3. Levies and insurance premiums must be paid in full by the 7<sup>th</sup> day of each month following receipt of the monthly invoice.

**7. Access to Utopia**

7.1. Gate access

7.1.1. All persons, except permanent residents, are required to complete an entrance form/log upon entering Utopia. The entrance form/log shall be maintained by the on-duty Gate Controller. The content of the entrance form/log shall be determined by the Board of Trustees from time to time.

- 7.1.2. The Gate Controller shall be entitled to search any person or any vehicle entering or leaving Utopia if he or she reasonably believes that property may unlawfully be leaving Utopia or unpermitted property may be entering Utopia.
- 7.1.3. The Gate Controller shall be entitled to refuse access to any person who is reasonably believed to be likely to commit an offence within Utopia or act in breach of the Conduct Rules, provided that the Utopia Site Manager is informed and consents to such refusal of access. Any person so deprived of access shall be entitled to make representations to the Chairman of the Board of Trustees in regard to such refusal of access. The Trustee's decision on such access shall be final.

## 7.2. Public access

- 7.2.1. Pursuant to a resolution of the owners, Utopia is not open to the public. Access is however permitted to owner's families, guests, staff and contractors and, with prior consent of the Board of Trustees, special interest groups.

## 7.3. Regulated vehicles

- 7.3.1. Only fully road legal and road registered motorcycles may enter Utopia. Unlicensed motorcycles and ALL quad-bikes or other such motorised vehicles are not permitted into Utopia. These quad-bikes or other such motorised vehicles may enter Utopia on a trailer provided they are not removed from the trailer and are removed from Utopia when their owner or person in control leaves Utopia.
- 7.3.2. Owners, their families and guest are permitted to access their chalets on licensed, roadworthy motorcycles subject to the following conditions:
  - a) Motorcycles may only be ridden on Utopia's main access roads
  - b) Motorcycles may only be used to access chalets and may not be ridden on a recreational basis on Utopia property
  - c) Riders must comply with the rules regarding the use of Utopia's roads specified in this document
  - d) Should any complaint of any type be received by security or the managing agent or the trustees, against any motorcycle user, owner and/or rider then the normal fine procedure will be followed, which may result in a warning letter and on any subsequent complaint a fine or fines.
  - e) The Board of Trustees reserves the right to terminate an owner's entitlement in this regard at any time.

## 8. Use of common property

### 8.1. Common property access

- 8.1.1. Owners, their families and guests have an unfettered right of access to the common property other than that designated as exclusive use areas for specific sections.
- 8.1.2. No owner may use or claim any part of the common property other than that designated as an exclusive use area for a specific section as an exclusive access area or a section or

prevent any owner, owner's family or guests from accessing any such part of the common property.

- 8.1.3. Chains across driveways that hinder free movement on common property other than that designated as an exclusive use area for a specific section are not allowed.
- 8.1.4. No Entry signs are not permitted anywhere on common property other than that designated as an exclusive use area for a specific section, and, if on an owner's exclusive use area, must conform to estate signage policy
- 8.1.5. Blocking of access roads by locating chains, fences, rocks, earth mounds, gardens, lawns or other materials is not allowed.

8.2. Littering and human waste disposal

- 8.2.1. No person may discard any litter on the Common Property (or anywhere on Utopia's property) except in a container or a place specifically provided for that purpose.
- 8.2.2. No person shall relieve themselves on common property and shall make use of dedicated ablution facilities.

8.3. Unauthorised structures in common property

- 8.3.1. No owner, their family, guests or staff may erect any temporary or permanent structure in the common property other than that designated as an exclusive use area for a specific section.
- 8.3.2. No embellishments or decoration may be added to the outside of chalets (either inside or outside of the owner's exclusive use area) that is not in keeping with Utopia's general natural aesthetic.
- 8.3.3. Under no circumstances may owners install a pool, pond or jacuzzi of any kind inside or outside of the owner's exclusive use area. Water is a finite asset in Utopia and may not be used for this purpose.

8.4. Use of recreational facilities

- 8.4.1. Certain recreational facilities are situated in the common property. These include the tennis courts, the children's playground area, the putt-putt course, the swimming pools, tennis court, hiking trails and the boma situated adjacent to the main complex.
- 8.4.2. Owners, their families and guests are entitled to make use of these facilities provided that such use is exercised in a reasonable manner and does not disturb or impair the use or enjoyment of the facilities by other owners, their families and guests.
- 8.4.3. Children under the age of 18 years must be supervised by an adult at all times in making use of the recreational facilities.
- 8.4.4. Children under the age of 18 without direct adult supervision are not allowed in the pool.
- 8.4.5. The following behaviour is not permitted anywhere on Utopia's common property:
  - a) The playing of loud music and the making of any other loud noise (including the playing of loud sports commentaries, the use of vuvuzelas, car hooters, firecrackers etc)

- b) The use of inappropriate language (including any racist, sexist, or foul language) within earshot of any other owner, guest, or child.
- c) Inappropriate dress (including nudity or clothes inappropriately displaying body parts).
- d) The consumption of alcohol in or around the children's playground or the two bottom smaller swimming pools.

8.5. Fishing, Use of Watercrafts and Swimming

- 8.5.1. Fishing is permitted in the dam on a catch and release basis.
- 8.5.2. Fishing is not allowed in the river or river pools with use of hooks and fishing gut.
- 8.5.3. The use of motorized watercraft of any description on the dam is strictly regulated and not allowed
- 8.5.4. Swimming in the dam is not permitted,
- 8.5.5. Swimming in the river and river pools is permitted

8.6. Restaurant and shop

- 8.6.1. At the discretion of the Board of Trustees, operators may be permitted to operate the restaurant and shop situated at the main complex under certain conditions.
- 8.6.2. These conditions include but are not limited to:
  - a) The service must be geared toward the provision of a family orientated restaurant that caters for the private community within Utopia and does not become solely a bar facility offering the sale of alcohol only but must always offer meals and light snacks of a reasonable and healthy standard.
  - b) The decorous behaviour of all patrons and their children are ensured and maintained by the operator.
  - c) The operator pays a fee, determined by the Board of Trustees, for the right to operate the restaurant and shop.

**9. Use of roads**

9.1. Dangerous driving and Speeding

- 9.1.1. No person may drive any vehicle in excess of the speed limit or drive any vehicle in a reckless or dangerous manner.
- 9.1.2. The maximum speed limit is 25km/h and must be obeyed at all times.
- 9.1.3. Any person guilty of speeding or dangerous driving and/or speeding may be fined.

9.2. Hooting

9.2.1. In order not to disturb or impair the use, enjoyment or convenience of neighbours or any other person in Utopia, the hooting of vehicles must be limited to emergencies.

9.3. Driving under the influence of alcohol or drugs

9.3.1. No person may drive any vehicle in Utopia while under the influence of alcohol or illicit drugs

9.3.2. If the Board of Trustees, the site manager or the manager on duty is reasonably of the opinion that a person is driving a vehicle under the influence of alcohol or illicit drugs, he or she may require that person to cease use of the vehicle immediately to ensure the safety of other road users and wildlife.

9.3.3. If found guilty of such offense the owner/driver may be fined.

**10. Environmental management**

10.1. Wildlife

10.1.1. Under no circumstances may any wildlife within Utopia be trapped, caged, removed or killed.

10.1.2. No person may feed any wildlife including monkeys, baboons, fish or birds or leave food for any other wildlife.

10.2. Game in Utopia

10.2.1. No game may be introduced into Utopia without a resolution of three-quarters of the owners present at a properly convened General Meeting or Special General Meeting.

10.3. Protected Area status

10.3.1. Should three-quarters of the owners present at a properly convened General Meeting or Special General Meeting resolve to establish Utopia as a protected environment as contemplated in the National Environmental Management: Protected Areas Act, 2003 or conservancy, the Board of Trustees must take steps to establish such protected area or conservancy.

10.4. Pesticides / Insecticides / chemicals

10.4.1. Members are required to minimize the use of pesticides and insecticides as these are potentially harmful to birds and wildlife.

10.4.2. Dangerous chemicals may not be stored outdoors of where animals can easily obtain access to such.

10.5. Natural Landscape, Trees and Vegetation

10.5.1. No wood may be collected from natural areas for firewood.

10.5.2. No stones from the natural landscaping may be moved, collected, removed or landscaped in common property areas.

- 10.5.3. Stones and rocks may not be used to create a barrier or wall, or to demarcate the owners exclusive use area. This interferes with the natural aesthetic as well as natural landscape
- 10.5.4. No person may cut down or remove any indigenous tree or bush in Utopia (whether inside or outside an owner's exclusive use area) without the prior approval of the Site Manager.
- 10.5.5. No plants may be removed from Utopia without the Site Manager's prior approval.
- 10.5.6. Noxious weeds and invasive plants within the owner's exclusive use area should be removed by the owner or reported to the site manager for removal outside of owner's exclusive use area.

## 11. Security

### 11.1. Security services

- 11.1.1. The Board of Trustees must provide a security service to owners, their family members and guests as well as all management and staff employed by Utopia.
- 11.1.2. Such security service must be provided in accordance with Utopia's security policy developed by the Board of Trustees from time to time.
- 11.1.3. Such security service may be provided by an in-house security service appointed and managed by the Board of Trustees or may be provided by an external security services provider appointed by the Board of Trustees.
- 11.1.4. In the event that an external security services provider is appointed, such security services provider and all his staff must be registered with the Private Security Industry Regulatory Authority and must provide a security service in accordance with Utopia's security policy developed by the Board of Trustees from time to time.

### 11.2. Alarms and Security Systems

- 11.2.1. All chalets in Utopia must be equipped with an alarm which complies with the minimum specifications prescribed by the Board of Trustees from time to time.
- 11.2.2. Owners must ensure that their alarms are always in a functioning order
- 11.2.3. At a minimum, alarms must be capable of sending a signal to Utopia's on-site security provider, who will then be in a position to respond to the alarm activation.
- 11.2.4. Non-compliance could result in an additional insurance amount being levied on the unit owner in order to mitigate the risk.
- 11.2.5. Outdoor motion sensors are permitted, provided this does not trigger an audible alarm or prevent unfettered right of movement in common property.
- 11.2.6. Owners should preferably be able to have remote access to their system to disable alarms that are faulty to avoid nuisance and disturbance until the alarm can be repaired.

### 11.3. Firearms and Drones or Unmanned Aerial Vehicles

- 11.3.1. The use of any firearm, air rifle, pistol, gas propelled or powered arms, paint gun, bow and arrow, slingshot or any other potentially hazardous or dangerous weapon for the purpose

of hunting or recreational use is not permitted except in self-defence, or for the professional selective management of problem animals as guided by environmental best practice and authorised by Trustees.

- 11.3.2. The flying of drones or unmanned aerial vehicles for recreational use is not permitted. The use of drones or unmanned aerial vehicles for environmental assessments and sales/marketing requires approval from the trustees.

## **12. Management and administration**

### **12.1. Board of Trustees**

- 12.1.1. The management of Utopia vests in the Board of Trustees. The powers and functions of trustees, their appointment and removal and all other roles of trustees are prescribed in the Sectional Titles Schemes Management Act and the Regulations thereto which contain the Prescribed Management Rules.
- 12.1.2. Although Trustees are elected at each annual general meeting, any person wishing to stand for the Board of Trustees of Utopia must be prepared to continue as a trustee for a minimum period of two years.
- 12.1.3. Written permissions obtained from trustees shall only be valid if signed by majority of trustees.
- 12.1.4. Restriction on trustees spend: Discretionary spent limit of R25,000.00 for emergency maintenance expenditure per event, without calling an SGM.
- 12.1.5. All trustees to complete base-line Sectional Title Management Act training from reputable training facilities within 2 months of appointment as a trustee. All re-elected trustees to repeat training from previous years to ensure knowledge and application of changes in the Act.

### **12.2. Administration**

- 12.2.1. Utopia's administrative affairs and site management shall be managed by an administrative officer and site manager respectively.
- 12.2.2. The administrative officer and site manager shall be accountable to the Board of Trustees.

### **12.3. Meeting notification**

- 12.3.1. Except where specifically requested by an owner, notification and documentation for any General Meeting may be sent by e-mail, within the time-periods stipulated by the Act.

### **12.4. Conflict of interests**

- 12.4.1. Any decision of the Board of Trustees that has the potential to benefit a trustee must be ratified by an independent third party acceptable to the owners. Such a decision includes but is not limited to the approval of a trustee's building plans, the appointment of a contractor to undertake work on behalf of Utopia where the contractor has any link to a trustee or the undertaking of any project or work in which a trustee has a financial, personal or other interest.

12.5. Trustee payments

12.5.1. Trustees are not entitled to claim any form of remuneration for serving on Utopia's Board of Trustees, including claims for any travel expenses. Trustees may however claim reimbursement for any other expenses incurred by them on behalf of Utopia.

12.6. Language

12.6.1. Utopia's business will be conducted in English, with the exception that Utopia's Management staff must be fully bilingual and able to deal with owners in either English or Afrikaans.

12.6.2. Utopia has no obligation to have any documentation or correspondence translated into Afrikaans or any other language.

12.7. Utopia Logo

12.7.1. The Utopia logo may be used for the purpose of advertising and formalities in documentation related to estate-defined communications, provided that the logo is aligned to the current format as determined by the trustees.

12.7.2. Permissions from trustees to use the logo for resale of branded items may be requested and will not be unreasonably withheld.

**13. Protection of Personal Information (POPIA)**

13.1. Obligations of the Body Corporate

13.1.1. The Body Corporate is obligated to ensure that it complies with the Protection of Personal Information Act.

13.1.2. Personal information is primarily information of a member such as their Identity number, email address, physical address, telephone number, biometric information and private correspondence sent by that person.

13.1.3. The Body Corporate must always maintain a Protection of Personal Information Act manual.

13.1.4. The Protection of Personal Information Act Manual and its contents are binding upon the Members.

13.1.5. Failure by a Member to comply with the contents of the Protection of Personal Information Act manual may result in a penalty or a fine being imposed by the Trustees on the Member.

13.1.6. Members have the right to submit a complaint to the Information Regulator appointed in terms of the Protection of Personal Information Act when there has been interference with the protection of their personal information

**14. Resale of Property**

14.1.1. When selling a property, it is imperative to ensure that the prospective buyers are fully aware of the Conduct Rules, Building and Occupation Code as well as other charters and guidelines, prior to concluding a purchasing agreement.

- 14.1.2. The onus is on the seller or represented agent to ensure this is evidenced.
- 14.1.3. All administrative and legislative requirements pertaining to plans for properties altered need to be fulfilled before the estate can issue clearance certification for the sale.

## 15. **Sanctions for non-compliance**

### 15.1. Non-payment of levies

- 15.1.1. Owners who have not settled their levies by the 30<sup>th</sup> day following receipt of the monthly invoice will be handed over to Utopia's collection attorneys without further notice. The collections attorneys are instructed to use all means legally available to recover outstanding debts and any expenses incurred, and interest accrued will be charged to the debtors account.
- 15.1.2. All and any arrears levies, in so far as may be allowed in law, are to be collected by means of lawful process with the process provided for in the Community Schemes Ombud Services Act, 2011 [Act 9 of 2011] being the preferred method.
- 15.1.3. The Board of Trustees may investigate and, if legally permissible, present to members at an AGM or SGM resolutions to abandon specific claims of arrear levies and interest which have become prescribed or are not recoverable.
- 15.1.4. Should an owner fail to pay the arrears amount, or the current monthly levy, once handed over for legal action to be instituted the entire annual contribution shall become due and payable.
- 15.1.5. The interest rate, in respect of all arrears contribution and charges due by owners, be charged at 24% Compounded annually, in terms of the Management regulations and rules of the body corporate, such interest to be calculated from the first date of any contribution and/or charges.
- 15.1.6. In terms of Prescribed Management Rule 25(4) a member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of arrear contributions or any other arrear amounts due and owing by such member to the body corporate, or in enforcing compliance with these rules, the conduct rules or the Act.

### 15.2. Non-compliance with any Conduct Rule

- 15.2.1. Owners are responsible for ensuring that their family members, guests, lessees, staff, builders and other contractors are aware of and comply with these Conduct Rules.
- 15.2.2. If the conduct of an owner or occupier of a section or his or her visitors in the opinion of the trustees constitutes a nuisance or, a breach of any duty of the owner under section 13 of the Management Act, or a breach of any of the Conduct Rules, the trustees may furnish the owner with a written notice within 7 days of the alleged transgression, which will be delivered by email to the owner's email address registered with the estate. In the notice the particular conduct which constitutes a nuisance or breach must be described or the provision which has allegedly been contravened must be clearly indicated, together with the date of the transgression (if applicable), and the recipient must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the

section. Where the estate needs to take corrective measures in circumstances outlined in this code, the appropriate fees and penalties will apply.

- 15.2.3. The monetary amount of the fines in terms of this rule shall, at the request of any owner, be reviewed at any annual general meeting or special general meeting and may be amended by majority vote.
- 15.2.4. A trustee shall not be entitled to participate at any meeting or in considerations in that capacity if she/he or any person who occupies the section which she or he owns or represents is the alleged transgressing owner.
- 15.2.5. Should an owner or their family members, guests, lessees, staff, builders and other contractors contravene any provision of these Conduct Rules, the owner may be liable to a fine or penalty as determined by the body corporate or where not defined be liable to a fine or penalty not exceeding the monthly levy which fine shall be determined by the Board of Trustees and billed to a separate account for the month following the contravention. No fine may be imposed without notification first having been provided to the owner and the owner having been afforded an opportunity to make representations to the Board of Trustees.
- 15.2.6. In the event where an owner refuses to take corrective measures after such consultation with trustees, and the trustees are of the opinion that the owners conduct (or the conduct of family members, guests, lessees, staff, builders or any other contractors) are of such nature where the conduct causes impairment of the enjoyment of others the estate may take reasonable steps to correct the transgression at the owner's expense.
- 15.2.7. Notwithstanding the above, should the administrator or site manager or any member of the Board of Trustees be of the opinion that an owner's conduct (or the conduct of such owner's family members, guests, lessees, staff, builders or other contractors) is of such an extreme nature as to pose a significant risk to the use or enjoyment or safety of any other person in Utopia, the administrator or site manager or any member of the Board of Trustees may take all reasonable steps immediately to remove such owner (or such owner's family members, guests, lessees, staff, builders or other contractors) from Utopia's property.

15.3. Damage to or defacing of Common Property

- 15.3.1. Should any owner or such owner's family members, guests, lessees, staff, builders or other contractors cause any damage to the Common Property, the site manager may take all reasonable steps to remedy the damage, and any expenses incurred will be charged to the owner's account.
- 15.3.2. This is including but not limited to taking corrective measures where building materials, rubble, unapproved structures were erected/stored/abandoned on common property, and any rules directly pertaining to common property breach by the owner.

15.4. Schedule of Fines

- 15.4.1. The Board of Trustees shall have the right to apply fines or penalties to transgressors for contravention of these Rules to enforce them and to recoup the administration expenses incurred when dealing with transgressions.
- 15.4.2. Such fines or penalties shall be regarded, together with contributions and charges, as income for the Body corporate.

15.4.3. The fines or penalty system is as follows:

- a) 1st Warning Letter: Courtesy and opportunity for the owner to take corrective measure or oppose such warning with trustees in a mediation meeting within 7 days of the date of the warning letter.
- b) 2nd Warning Letter: R500 fine, with given opportunity to oppose such fine with trustees in a mediation meeting within 7 days of the date of the warning letter.
- c) 3rd Warning Letter: R1000 fine and an application to seek relief from CSOS
- d) Any damage to Common Property allows for the CSOS defined process related to mediation prior to enforcing the fine and cost of repair plus 20% administration fee

## 16. Racial and Cultural Discrimination

### 16.1. Policy Statement:

16.1.1. Utopia Nature Estate is committed to fostering a respectful community where all individuals, regardless of their race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth, are treated with dignity and respect. Discrimination, harassment, or any behaviour that undermines this commitment is strictly disallowed within the estate.

### 16.2. Disallowed Behaviours:

- 16.2.1. Any form of racism, including but not limited to slurs, derogatory comments, jokes, or actions targeting individuals based on race or cultural identity, is not tolerated.
- 16.2.2. Harassment, intimidation, or exclusion of any person based on their racial, religious, sexual or cultural background is unacceptable.
- 16.2.3. Conduct that creates a hostile or offensive environment for any resident, guest, or staff member is forbidden.

## 17. Amendments to these Conduct Rules

### 17.1. Amendment Special Resolution

17.1.1. These Conduct Rules may only be amended by a resolution of three-quarters of the owners present at a properly convened General Meeting or Special General Meeting.

Approved at the Annual General Meeting held on 15 March 2025.

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Trustee



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Trustee

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Trustee

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