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CONDUCT RULES

Table of Contents

1. Introduction.....	2
2. Interpretation of Terms of these rules (unless otherwise specified):.....	2
3. Application of these Conduct Rules	4
4. Charter of Values.....	Error! Bookmark not defined.
5. Chalet construction and alteration.....	4
6. Chalet occupation and use	4
7. Levy and insurance payments	13
8. Access to Utopia	13
9. Use of common property	14
10. Use of roads	16
11. Environmental management	17
12. Security.....	18
13. Management and administration	19
14. Protection of Personal Information (POPIA)	20
15. Resale of Property	20
16. Sanctions for non-compliance.....	21
17. Racial and Cultural Discrimination	23
18. Amendments to these Conduct Rules.....	23

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 Titles 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.

5.4.1.5.4.2. 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.

5.6.1.5.6.2. Owners are required to remove all invader plant species from their exclusive use areas and maintain their section in a natural bushveld condition.

5.6.2.5.6.3. Water is a scarce commodity and must be conserved at all times. The use of rainwater is encouraged.

5.6.3.5.6.4. 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.

5.6.4.5.6.5. 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.

5.6.5.5.6.6. Only trees that present a fire hazard may be cut or pruned by Utopia management in the owner's exclusive use area.

5.6.6.5.6.7. 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.

5.9.2.5.9.3. Waste bins may not be left at chalets when owners leave Utopia.

5.9.3.5.9.4. 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.

5.9.4.5.9.5. 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

5.20. Conducting business

- 5.20.1. Except with the prior written consent of the Board of Trustees, 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 7th 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 Act and the management rules which form part of the Act

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.

12.6.1.12.6.2. 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 30th 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.

15.1.1.15.1.2. 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.

15.1.2.15.1.3. 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.

15.1.3.15.1.5. 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.

15.1.4.15.1.6. A member is liable for and must pay to the Body Corporate all reasonable legal costs and disbursements, including attorneys and client costs incurred by the body corporate against a defaulting owner in enforcing compliance with the body corporate's 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 twice 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.

Signed by:

D101941FDEE5406...

Stanley Powell

Trustee

Signed by:

 Martin Grundling

EAC55E1A4A65444...

Trustee

Signed by:

 Mel Worman

BF0A0EFAE1044452...

Trustee

Signed by:

Rentia Jansen van Rensburg

 Rentia Jansen van Rensburg

B3AA1DEB7B4F4B2...

Signed by:

 Henning Lombaard

0AA887E7DF6C462...

3/31/2025



Jewel of the Magaliesberg

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

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UTOPIA BUILDING CODE AND OCCUPATION Code ("the Code")**Table of Contents**

1	ACCEPTANCE OF THIS BUILDING CODE.....	3
2	CHALET CONSTRUCTION AND ALTERATION	3
3	DAMAGE TO COMMON PROPERTY DURING CONSTRUCTION.....	5
4	INSURANCE	5
5	DURING AND AFTER CONSTRUCTION.....	5
6	TIME PERIOD FOR CONSTRUCTION	5
7	BUILDING PLANS and COMPLIANCES.....	6
8	INSPECTION OF SITE.....	8
9	ADDITIONAL REQUIREMENTS.....	9
10	SPECIFICATIONS.....	9
11	MATERIALS	10
12	ROOF.....	12
13	WINDOW AND DOOR FRAMES.....	13
14	FLOORS	13
15	BALCONY.....	13
16	VERANDA	13
17	INDOOR AND OUTDOOR FIRE PLACES/HEATERS	14
18	SEPTIC TANKS.....	14
19	GAS CONNECTIONS.....	15
20	ELECTRICITY CONNECTIONS	16
21	GARDENS, TREES, LAWNS	17
22	GARAGES/CARPORTS.....	17
23	OUTSIDE SHOWERS	17
24	BOMAS AND OUTDOOR FIREPLACES OR FIRE PITS.....	17
25	OTHER STRUCTURES	17
26	SOLAR PANELS	18
27	CONSTRUCTION/MAINTENANCE WORK	19
28	VIOLATIONS (INCLUDING BY CONTRACTORS)	22
29	RECTIFICATION OF PAST BUILDING ANOMALIES.....	23
30	GOOD NEIGHBOURLINESS	23
31	VALIDITY AND ENFORCEMENT	23
32	AMENDMENTS TO THIS BUILDING CODE.....	24

UTOPIA BUILDING CODE AND OCCUPATION Code (“the Code”)

This version of the Code of Conduct, Building Code and Occupation Code (“the Code”), adopted by the Body Corporate at the 15 March 2025 AGM supersedes and replaces all previous “Codes” for Utopia.

INTRODUCTION AND GUIDING PRINCIPLES

Utopia’s Code of Conduct, Building Code and Occupation Code, (referred to in this document as “the Code”) was first adopted at the annual General Meeting of October 2008. It has been adapted and changed to take into account issues and problems that arise. The objective of this Code is:

- a) To achieve a pleasing, but practical aesthetic uniformity of chalets and other residential or administrative buildings within Utopia which are aligned to the general aesthetic as defined in the Utopia Code of Conduct terms.
- b) To preserve the unique character of Utopia as a distinctive nature estate with an eco-estate and bush lodge type feel. This is done through earthy colors used for every part of the estate at all times. The use of natural looking materials, with a minimum 35 degrees slope to the roof, to “echo” the historic “A” frame look.
- c) To comply with sectional title legislation (including the new 2016 legislation), construction codes and norms (like the SANS, building and engineering standards and recommendations) in all building applications including extensions and exclusive use area applications.
- d) To comply with all relevant environmental legislation, norms and standards and best practices.
- e) To protect and conserve the natural environment within Utopia and within the Greater Magaliesberg Region, in line with best practices and the requirements for the Biosphere status of the area.
- f) To always protect and maintain the quiet and relaxing nature of the estate and the area for all owners, occupiers and renters.

Within this agreed set of guiding principles, the elected Board of Trustees (“the Trustees”) are given the power to make rules for the management, control, administration, use and enjoyment of the Estate subject to the confines of the Sectional Title Act. The Trustees, have the ability to substitute, add to, amend or repeal any rule subject to the confines of the Sectional Title Act. Any existing practices in conflict with the newly adopted rules shall cease immediately, unless otherwise resolved as follows.

Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels in any way concerned or aggrieved, the issue with a detailed explanation, should be directed in writing to the Board via the managing agent. The Trustees require a written letter, to request consideration at the next Board meeting. The outcome could be to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Trustees discretion subject to the confines of the Sectional Title Act and shall be binding on all parties.

All owners are bound by the Building Code on common property, exclusive use areas and owner sections. Ignorance of the code is not an acceptable reason for non-compliance. Please make sure you understand these provisions in “the Code”

FORMALITIES

Sectional Title law prescribes certain procedures that must be adhered to when building or altering a unit within a Sectional Title Scheme. It is an owner’s responsibility to familiarize him/herself with these procedures and to comply with them.

In complying with the prescribed formalities, owners may be requested to provide Utopia’s official physical address. It is : Remaining extent of Portion 3 of the Farm Grootfontein, No. 346JQ, North West Province.

In terms of Sectional Title law, it is an owner’s duty to repair and maintain his/her chalet in a state of good repair and to keep their Section and the immediate surrounding area in a clean and neat condition and not allow it to be used in a manner inappropriate to the Sectional Title Scheme as a whole. Specific reference is made to the maintenance of thatch and thatched structures. Owners are also not permitted to undertake any construction or renovation activities which are likely to breach these rules, impair other owners’ use or their enjoyment of their exclusive use areas or the common property.

Owners are reminded that following the scheme’s conversion to a Sectional Title Scheme, the Body Corporate has no obligation to assist with repairs or maintenance within EUA’s – other than grass cutting. The Body Corporate thus has no obligation to assist with chalet repairs or maintenance and any assistance provided by Utopia management or staff will be subject to availability and fees will be charged for such services.

1 ACCEPTANCE OF THIS BUILDING CODE

Owners and their builders are required to accept this Building Code in writing and to provide a copy of the signed document to the Board prior to the commencement of any construction activities, such signoff and processes being further detailed in the ensuing sections of this Building Code.

2 CHALET CONSTRUCTION AND ALTERATION

2.1 BUILDING AND OCCUPATION CODE

To put an end to the fragmented and thus frequently disputed rules on what owners can and cannot build in their Sections, the Body Corporate adopted a Building and Occupation Code at the Annual General meeting of October 2008. Amendments to that Code were adopted at a General Meeting held on 15 March 2025.

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.

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. In the event of changes to the registered footprint of the section as per the Sectional Title plan, Trustees may not approve commencement of alterations of this nature without council and deeds register approvals.

2.2 NEW CHALETS

- 2.2.1 All new chalet designs must be submitted to the Board of trustees and the Utopia Building Committee for approval and the owner must confirm compliance, in writing and witnessed, to the sectional title legislation (including the new 2016 legislation, See section on Plans below), construction codes and norms (like the SANS, building and engineering standards and recommendations) and to all relevant environmental legislation, norms and standards and best practices
- 2.2.2 All new chalet designs must be submitted to the Board of trustees and the Utopia Building Committee for approval and the owner must confirm compliance, in writing and witnessed, to the sectional title legislation (including the new 2016 legislation, See section on Plans below), construction codes and norms (like the SANS, building and engineering standards and recommendations) and to all relevant environmental legislation, norms and standards and best practices.
- 2.2.3 Where the sectional plan floor area is altered, the registration with council and with surveyor general needs to be completed before construction may begin. Internal estate approvals from the building committee and trustees need to be obtained, as well as special resolution from the body corporate prior to council and surveyor general (to update sectional plans) approvals are obtained

2.3 CHALET EXTENTIONS

- 2.3.1 Where an existing chalet's floor area is altered (subject to the approvals and stipulations of this Building Code and legislative requirements), the owner must notify the Utopia Board of their intention to affect an alteration to their unit. Plans for this alteration must be submitted to the trustees for presentation at the next Board meeting. Trustees will consider the plans and either reject them, suggest alterations to bring the plans in line with the Building Code or will approve them for submission to the Utopia Body Corporate for means of obtaining a special resolution, as well as the Building Committee.
- 2.3.2 All alterations will be subject to inspection by the Estate Manager and the Board of Trustees during construction. The Board must be notified immediately upon completion of the alteration so that they may inform Utopia's insurers. The premium charged to the owner will adjust accordingly. Failure to do this may invalidate insurance cover on the unit in the event of a claim.

3 DAMAGE TO COMMON PROPERTY DURING CONSTRUCTION

- 3.1 Should any part of the common property (structures, signs, roads, and the environment around the Owner's Section, water pipes, electrical installations or any other part) be damaged during the construction or alteration of a chalet, it will be the owner's responsibility to reinstate the common property to its original state at their own cost.
- 3.2 This is notwithstanding the repair being covered by an insurance claim, for which the owner will remain responsible for any difference in cost between the settlement amount and the full repair costs.

4 INSURANCE

- 4.1 Under Sectional Title law, the Body Corporate is obliged to insure the buildings in the scheme to their full replacement value against fire and other prescribed risks. Any owner who elects to insure their chalets against these losses privately will accordingly still be accountable for the monthly premium applicable to their chalet, as there is no "opt-out" provision. Utopia's insurance covers the structure only and owners are encouraged to arrange cover for household contents privately at their own expense.
- 4.2 If a chalet is not insured during construction (only constructed chalets are covered by Utopia's collective policy), it is the owner's responsibility to arrange adequate temporary cover to avoid being held personally liable for any damage that may be caused to their partially constructed chalet, or an adjacent chalet or the common property, etc.

5 DURING AND AFTER CONSTRUCTION

- 5.1 The set-out procedures to be followed during and after construction activities within a Sectional Title Scheme:
 - 5.2 These may include obtaining approval from the Surveyor General (to update sectional plans) or other local authorities, paying transfer duty if within the applicable threshold, having the records updated with the Deeds Registrar and generally ensuring that all legislative requirements have been met.
 - 5.3 It is further required that there be regular "signing-off" by the Estate Manager at monthly intervals to ensure that construction is indeed proceeding in terms of the approved plans. The onus is on the owner to arrange the signing off dates with the Estate Manager.
- 5.4 Motorbikes, motorboats and quadbikes may not be stored at chalets when the owner is not present.

6 TIME PERIOD FOR CONSTRUCTION

- 6.1 Plan approval shall remain valid for and only if construction commences within 12 (twelve) months. All construction shall be completed no later than 12 months after commencement, unless otherwise agreed to at the sole discretion of the Board and on written and reasonable motivation of the owner.

6.2 This motivation must be sent at least 6 weeks prior to the conclusion of said 12-month period.

7 BUILDING PLANS and COMPLIANCES

7.1 Requirements for Approval of Plans

7.2 At the time of submission for approval all building plans must contain the following information and accompanying documentation:

7.2.1 The Footprint, front, side and rear view of the building with all dimensions, including heights.

7.2.2 The location of the building within the owner's section, including the dimensions from the boundary of the owner's section to the building.

7.3 Building Restriction zone

7.3.1 The "building restriction zone" of 1.5 meters from the boundary of all sides of the owner's allocated 20x20m EUA of common property.

7.3.2 Provided plans have been approved by council and the draft plans submitted to the surveyor general for the purpose of updating the Sectional Plan. This must be indicated as a shaded area on the plans.

7.3.3 An owner may build up to the edge of the 20x20 EUA section on condition that full plans with a motivation be submitted to the Board for their written approval as many of the stands are close together and, in some instances, building up to the edge of the stand may result in overlaps.

7.3.4 The approval from the Trustees does not override the need for full compliance to the council and Surveyor General submissions and conclusions.

7.4 Changes to the footprint of a section

7.4.1 The Sectional Title Management Act prescribes in Section 5. (1) (h) that any changes to the footprint or floor area must, on application by an owner and upon special resolution by members of the body corporate, approve the extension of boundaries or floor area of a section. Therefore where a footprint or floor area change is required on the plans, a Special general meeting needs to be held, and voted for in favour by the body corporate after Trustee, and the Building committee approvals.

7.4.2 In accordance with the ST Act 24 (3) if an owner of a section proposes to extend the floor area of his/her section, he or she shall if authorized, cause the land surveyor or architect concerned to submit a draft sectional plan of the extension to the Surveyor General for updating the sectional plans.

7.5 Proximities

- 7.5.1 Any new construction, extension or additions which may impinge on or interfere with views from adjacent chalets (within 100m), or with the use and enjoyment of adjacent chalets must be approved by the affected neighboring owners and are subject to approval of the Board of Trustees and Utopia Body Corporate Building Committee.
- 7.5.2 Such approval may be given by neighbor(s) by signing the official plans with the name of the signatory and unit number. Signatures of approval on the plans, 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. Said signature must include the name of the signatory and number of the chalets 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.
- 7.5.3 The highest point of the proposed structure must be indicated on the plans so as to ensure the 8m maximum height is complied with.
- 7.5.4 The position of the access road must be shown.
- 7.5.5 For new buildings and alterations to footprint, the GPS co-ordinates of all corners of the owner's section and exclusive use area, accurate to within 0.5 meter.

7.6 Septic Tanks Plans

- 7.6.1 The location of all water and sewerage lines. The Estate Manager must assist to determine the precise location. If the construction intends that the existing septic tank is to be used, an inspection report verifying the integrity of the septic tank in liaison with the Estate Manager.
- 7.6.2 The position of the existing and/or planned and/or altered septic tanks must be indicated on the plans. The Estate Manager must assist to determine the precise location.
- 7.6.3 Where an existing septic tank is to be closed because it is within 100m of the river an inspection report verifying that it has been emptied and sealed off is required. The Estate Manager must assist to determine the precise location.

7.7 Materials reflected in plans

- 7.7.1 Full details of the roofing material to be used together with intended colours, each selected from those permissible in this building code.
- 7.7.2 Full details of the external wall finishes/cladding material to be used on each face, together with intended colour, and/or colour of the paint to be used, as selected from those permissible in this Building Code.
- 7.7.3 Once building has been completed, where the building is for a habitable space, an occupation certificate is required from council within 30 days of building completion and should be submitted to the Utopia Administration office no later than 7 days from receipt thereof.
- 7.7.4 Should there be any discrepancy in the title deed dimension/footprint information, it is the owner's responsibility to have this updated. An incorrect title deed is not a justification for a violation of the limitations set out in this code. All future infringements will be dismantled by the Estate Manager and the costs recouped from the owner
- 7.7.5 The Estate Manager is to complete a checklist to verify compliance before the plans are submitted to the Board.
- 7.7.6 All building plans must be professionally compiled and completed by a professional draftsman or an Architect. A professionally drawn plan is acceptable, to scale and showing the required items as specified. If the plans do not contain all the aforesaid information, they will be summarily rejected by the Board without further consideration.
- 7.7.7 The expected timeline for building plan approval from Trustees and the building committee is set as 15 days, or as soon as reasonably possible from when all criteria related to requirements have been met.

8 INSPECTION OF SITE

- 8.1 In the case of new structures, demolition and rebuilds or any changes to the footprint of an existing structure, prior to construction the perimeter of the owner's section shall be marked out by the insertion of pegs, 30cm high and one meter equidistant. These pegs shall not be removed until the construction is complete.
- 8.2 Utopia's Estate Manager may inspect and sign-off on the plans on each of the following construction phases to ensure that building works accord with the approved plans.
 - Initial site marking prior to the site clearance
 - After foundation excavation but prior to foundation laying
 - Following foundation footings and slab completion but prior to wall erection
 - Following wall erection but prior to installing roof structure and covering
 - Following the completion of the roof
 - Prior to constructing anything which is not part of the main building
 - At one monthly intervals during construction
 - Any other phase which the Site Manager reasonably deems appropriate.
- 8.3 Construction on any subsequent phase may not continue until Utopia's Estate Manager has signed off on the plans for the previous phase. The approved plans of any chalet in respect of

which construction activities are being undertaken shall be displayed in the Utopia reception. Utopia's Estate Manager shall report all inspections to the Board through regular management reports and/or meetings immediately following such inspection, and the results of inspections shall be recorded in the minutes of the Board meeting.

9 ADDITIONAL REQUIREMENTS

- 9.1 All plans for the building of chalets, additions to chalets or structural changes to chalets (other than minor interior modifications) or construction or replacement of roofs, balconies, patios or any other part of a chalet that is viewed as part of its outside structure and external structures such as carports, decks, showers, braais and ovens, must be submitted to the Board for approval
- 9.2 No construction may commence without Board approval and approval by the Utopia Body Corporate Building Committee, in terms of procedures detailed herein.
- 9.3 Construction work which does not have the effect of altering the indoor floor area (downstairs and/or upstairs) only requires written approval from the Board (and not approval of the Utopia Body Corporate Building Committee) after which construction may begin.
- 9.4 For all other construction work other than the above, after approval is obtained from the board of trustees, the professional plans must then be submitted for consideration and approval by the Utopia Body Corporate Building Committee.

10 SPECIFICATIONS

10.1 Concept and Height

- 10.1.1 In keeping with the history and tradition of Utopia, only pitched roofs are permitted on any roofed structure. Further to this, any main dwelling building design must have a roof pitch (pitch – roof slope) of at least (i.e. minimum of) 35 degrees.
- 10.1.2 The height of any new construction, extension or addition may not exceed the height of 8m measured from the surface of the chalet ground floor slab, nor may the height of the chalet exceed 8m (eight meters) above the highest ground-point within the 20x20m owner's section (measured from original natural ground level).
- 10.1.3 For the interior, SANS stipulates that bedrooms, lounges or any other "habitable" rooms may not be less than 2.4m in height from the top of the finished floor to the underside of any structural beams; other rooms (e.g. bathrooms) may not be less than 2.1m in height.
- 10.1.4 An owner's Section may only contain one solid-walled structure. No free standing structures other than outdoor showers or wood-walled bomas are permitted. No granny cottages, domestics quarters, wendy houses, storerooms or sheds, solid walled boma/lapa's, boat storage, external garages, carports, etc. will be permitted unless attached to the main house structure.
- 10.1.5 Permissible structures must comply in all other aspects with this Building Code. Utopia also prides itself on being an open Estate – thus no fencing, poles or boundary walls of any kind are allowed around an Owner's Section, except low soil-retaining walls where prior approval is obtained from the Board of Trustees as per this Building Code.
- 10.1.6 Owners should also be aware that unless amended, the agreed Rules of Conduct prohibit any caravan or tent being located in the Owner's Section, Exclusive Use Area or on the common property at any time, including either during chalet construction or later use. A tent may be used for brief holiday occupation provided the Board is timeously notified.
- 10.1.7 Any new construction, extension or additions which may impinge on or interfere with views from adjacent chalets (within 100m) or with the use and enjoyment of adjacent chalets, must be approved by the affected neighboring owners and are subject to approval by the Utopia Body Corporate Building Committee. Such approval may be given by the neighbor(s) by signing the official plans according to the stipulations of point 1.1(d). 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. See also section 7 "Good Neighborliness".

11 MATERIALS

11.1 Walls

11.1.1 The construction of inner walls is within the owner's discretion but must comply with generally accepted building standards and must be structurally sound.

11.1.2 Utopia accepts no responsibility for any loss, damage or injury caused as a result of a failure of the internal walls or structures of a chalet.

11.1.3 Full details of the external wall finishes/cladding material to be used on each face, together with intended colour, and/or colour of the paint to be used, as selected from those permissible in this Building Code.

11.1.4 External Walls must consist of either:

- Cladding with natural stone or
- Colour toned rough textured plaster finish in approved colour
- Face brick in approved colour and type
- Painted rough textured plaster finish in approved colour

with colours ranging from natural browns to dark brown that matches to the colour palette and the general trend matching more than 80 % the natural stone colouring as approved by the Board ("the acceptable colours").

11.1.5 Non-conforming finishes will not be allowed on any new construction so as to preserve Utopia's unique aesthetic. Natural stone may no longer be taken from anywhere in Utopia and the Board will treat such conduct as theft.

- Wall finishes – Rough textured plaster
- The approved wall finishes for rough textured plaster include colour toned rough textured plaster. This should be Cemcrete, or similar. The following products are specified with colours (the required colour being provided in CAPITALS), but the board may consider alternatives to these Cemcrete products, if they are materially similar*”
 - CemWash in SLATE, Kalahari or Grey
 - CemPlaster in PAVERO BROWN, Cambrello Clay or Pavillion Grey
 - DecoCrete in SANDSTONE or Greystone
 - Coloured scratch plaster in BLACK, Cocoa or Sandstone

11.2 Wall finishes - Face Brick

11.2.1 The Board will establish allowable colours and specifications for Face Brick. Until such time as specifications are issued, anyone intending to use Face Brick is requested to contact the board pro-actively to address this.

12 ROOF

12.1 Roof Structures

12.1.1 Roof structures and coverings must comply with generally accepted building standards and must be structurally sound. Utopia accepts no responsibility for any loss, damage or injury caused as a result of a failure of roofs or roof structures of a chalet. Full details of the roofing material to be used together with intended colours, each selected from those permissible in this building code

12.1.2 Roofs on new chalets or those undergoing complete roof renovations may only consist of the following roofing materials, in “acceptable roof colours”:

- Pre-painted clip lock type metal sheeting in matt dark brown or matt dark grey (“acceptable roof colours”)
- Harvey Tile

12.1.3 Thatch may not be used on any new chalets or those undergoing complete roof renovation. This is due to the high insurance costs and the high fire hazard associated with thatch. While the owner does pay for the insurance costs, the risk posed to the estate is of paramount importance as it may make the estate uninsurable in the future.

12.1.4 For maintenance of existing thatch roofing, chicken-wire protects against monkey, baboon or storm damage and is strongly encouraged to lower longer term maintenance costs. Insurers stipulate those branches and vegetation be cleared and kept well away from the thatch.

12.1.5 It is an insurance requirement that thatched roofs are well maintained. The board may impose fines against owners for roofs in disrepair. The Estate Manager shall also be entitled to repair such roofs, on instruction of the Board of Trustees and or the Utopia Body Corporate Building Committee, and the costs incurred will be recouped from the owners.

12.1.6 The owner is required to confirm compliance with all SANS and building codes and get a certificate from a competent engineer to confirm compliance and safety.

12.2 Roof finishes

12.2.1 Metal Sheeting

12.2.2 The Building Code specifies pre-painted i.e. colour treated clip lock type roofing material. Any finish that is presented by an owner as “equivalent” is still subject to Board approval.

12.2.3 The permissible roofing materials are specifically:

- SAFLOK 700 Clip lock system (or equivalent*) pre-painted in Slate or Thunderstorm colours (or equivalent*).
- Harvey Tile in Charcoal Dark Grey, or Buffalo Brown colours
- Wide-span Chromadek sheeting (or equivalent*), treated with the Chromadek finish in either Charcoal Grey, Dark Dolphin or Buffalo Brown colours (or equivalent*). The

wide-span is apparently well suited to high pitch roofs, i.e. A-frame, see the following websites for details:

<http://www.clotansteel.co.za/index.php/craft-lock/> and
<http://www.clotansteel.co.za/index.php/widespan-sheeting>

13 WINDOW AND DOOR FRAMES

Only the following materials may be used for window and door frames:

- 13.1 Wooden frames
- 13.2 Steel or Anodised aluminium in the acceptable colours (light or dark brown or wood finish)
- 13.3 Steel frames (and burglar/security bars) should be painted in the acceptable colours (Black, light brown or dark brown)
- 13.4 Wood should be dark-brown varnished.

14 FLOORS

- 14.1 Interior floors are at the owner's discretion – generally cement or tile, downstairs, and a wood suspended floor upstairs are recommended.
- 14.2 Floors must comply with generally accepted building standards and must be structurally sound.
- 14.3 Utopia accepts no responsibility for any loss, damage or injury caused as a result of a failure of any floors of a chalet

15 BALCONY

- 15.1 Balconies must attach to the structure of the chalet and must be built with treated poles or wooden beams of not less than 150 mm thickness in dark brown and must be structurally sound.
- 15.2 The balcony balustrades and floor must consist of equally durable woodwork in light brown, dark brown or natural varnished wood.
- 15.3 The balcony exterior must be dark brown or black.
- 15.4 Balconies may not extend beyond the boundaries of the 400m² Owner's Section (see 2.2).
- 15.5 The owner is required to confirm compliance with all SANS and building codes and get a certificate from a competent engineer to confirm compliance and safety.

16 VERANDA

- 16.1 Covered verandas must conform to the requirements for balconies.
- 16.2 Balustrades must be steel, painted dark brown or black, or wood, painted with a natural varnish.
- 16.3 No veranda shall extend beyond the boundaries of the 400m² EUA.

- 16.4 The owner is required to confirm compliance with all SANS and building codes and get a certificate from a competent engineer to confirm compliance and safety.
- 16.5 The floor must consist of equally durable woodwork in light brown, dark brown or natural varnished wood.

17 INDOOR AND OUTDOOR FIRE PLACES/HEATERS

- 17.1 For fire safety, the chimneys of any indoor fireplaces or heaters are required to pass through the thatched roof in a separate sleeve, starting below the thatch and finishing above the thatch. Inside this sleeve, the actual chimney should be wrapped in a fire-resistant blanket or fire resistant rope.
- 17.2 Other specific regulatory requirements apply to chimneys; it is the owner's responsibility to ascertain these requirements and comply with current regulations, at the risk of invalidating the chalet's insurance if a non-compliant structure is built.
- 17.3 It is required by our insurance, that the owners who have open fireplaces in their dwellings install fire screens in front of them. Including open fireplaces with chimneys

18 SEPTIC TANKS

- 18.1 By law, septic tanks may not be sited within 100m of the public water supply, i.e. the river.
- 18.2 No new septic tanks or new additional connections* to existing septic tanks are permitted within 100m of the river. This applies to all chalets with a river frontage. A
- 18.3 new connection to an existing septic tank includes any connection arising from the approval of new building plans or an alteration to the plumbing of a chalet, whether or not the connection itself is new or not.

- 18.3.1 Any chalets built or rebuilt where these stipulations are not currently met must rely on an alternative sewerage disposal system such as a composting toilet or may seek approval from the Board for building a septic tank on the Common Property, which approval and any conditions attached to it, shall be at the Board's sole discretion. Where septic tanks are permitted they must be within the chalet's 20m x 20m EUA, or special permission is required. Where septic tanks are permitted, owners are free to install a traditional brick or PVC septic tank. This excludes connections where a chalet is rebuilt.
- 18.3.2 Where the rebuilding of a chalet would trigger the mandatory closing of a septic tank, an inspection verifying that the tank has been emptied and sealed or removed is mandatory for the approval of the rebuild plans.
- 18.3.3 Septic tanks which absolutely cannot be located within the owner's section must be fully motivated and will in all cases entail complete rehabilitation of all distributed common property, at the owner's expense, within a reasonable time following completion.
- 18.3.4 All existing septic tanks within 100m of the river that have as yet not triggered the mandatory closing of the septic tank, must be inspected by a suitably qualified inspector approved by the Board, and verified as meeting all applicable standards and posing no risk to the river within 6 months of the passing of this Building Code and every five years thereafter.

19 GAS CONNECTIONS

- 19.1 It is illegal in South Africa to have a gas system (and specifically a gas geyser and internal gas appliances) installed by anyone other than a registered installer; failure to do so could incur penalties of up to R100 000 or a jail sentence if anyone is injured in an accident. Systems must be professionally installed and certified; regulations dictate whether the geyser is indoors or outdoors, its distance from thatch, windows and doors, the exhaust flue, etc. Non-compliance may also invalidate insurance cover in the event of a claim.
- 19.2 Installing new gas lighting is no longer permitted for safety reasons; it cannot achieve certification.
- 19.3 By law, gas installations must be serviced and hoses replaced every five years. If intending to house gas cylinders behind a solid external wall, it is imperative to comply with the SA safety regulation that gas cylinder control access must be permanently available; cylinders must stand level and be secured etc. Full details can be obtained from a gas specialist; they are too complex and building-specific to be detailed in this Building Code.
- 19.4 Owners are required by law to renew their gas compliance certificate of conformity on completion of any gas installation and as required at intervals as stipulated by the Occupation Health and Safety Act (No 85 of 1993).
- 19.5 Per the insurance, LP gas installations do not comply with legislation and SANS 10087; if the LP gas cylinders are installed directly against the buildings, under thatch roofs not chained to the wall. It is required that the owner appoints an approved LP gas installer to relocate these LP gas cylinders to a location which does comply with legislation and the above code. The owner is fully liable to be compliant.

19.6 WATER CONNECTIONS

- 19.6.1 Owners are responsible for laying new piping from existing Utopian water reticulation. Routing “grey”(i.e. drain) water to plants and (indigenous) gardens is encouraged to save water.
- 19.6.2 A chalet should have only one garden tap, with a $\frac{1}{2}$ ’outlet (maintaining this standard assists in firefighting).
- 19.6.3 Water saving is strongly encouraged, as water shortages are common and electricity for filtration and water pumping is costly via Eskom.

20 ELECTRICITY CONNECTIONS

- 20.1 Utopia entered Sectional Title as a non-electrified resort (with the exception of a specific number of existing electrified chalets and the common buildings). Any change to the Common Property means a favourable Unanimous Resolution is required to change this rule. The Board of Trustees have no discretion or authority to override or amend this legal stipulation under any circumstances; new Eskom connections are thus not allowed and specifically regulated. All permissible electrical connections must comply with the South African National Standards for electrical installations.
- 20.2 Generators are not permitted to be used at Utopia, except, if an owner wishes to occasionally use a generator for maintenance or cleaning purposes, these can only be used Monday to Friday 8h00 to 17h00 or Saturday mornings 9h00 to 13h00. Neighbours within 30m must also give their permission if in residence. In the event of a dispute or if approval is considered to be unreasonably withheld, the Board of Trustees shall make the final decision. This is in line with the requirements for contractors, builders and workers.
- 20.3 Solar power is however ideal given Utopia’s highly suitable climate and situation. All solar electrical connections must comply with the South African National Standards for solar electrical installations. Solar panels are specifically excluded from the Utopia Body corporate insurance policies. If stolen or damaged this is for the owners cost.
- 20.4 Note that insurers do not permit open electrical wiring to run alongside thatch. Before wiring, check what is required by the South African National Standards.
- 20.5 Solar water heating is permitted provided the installation does not exceed the roof height, is professionally and safety installed and is not installed outside the Owners EUA. Its painted components cannot be brightly coloured.

21 GARDENS, TREES, LAWNS,

- 21.1 Only trees and natural landscapes which directly impede construction or are a fire hazard may be cut or pruned. White finishes to any structure are not permitted.
- 21.2 Grasses such as Khukuyu, Buffalo grass, Wonder Lawn and any other ground cover not indigenous may not be planted.

21.3 No Grow houses, or structures for food or plant propagation / farming may be built or planted.

22 GARAGES/CARPORTS

- 22.1 Closed garages are not encouraged, though the Board will consider any design where such a garage forms an integral part of the chalet design - not an appendage - except where the original plan assigned to a stand does not allow it.
- 22.2 Carports are subject to the full approval and plan submission stipulations. Roof covering must be of good-quality shade netting in dark green, dark brown or black. Carports may not be located more than three metres from the main structure, nor may they protrude into the building restriction zone or outside the owner's EUA. Cars may be parked outside the Owner's Section if there is no natural parking area within it, but under no circumstances may any part of the common property be physically cleared for parking.

23 OUTSIDE SHOWERS

- 23.1 Outside showers may be built if approved, but may not protrude outside the Owner's EUA and may not be more than two meters away from the chalet. They should have wood-planking surrounds and run-off water must be properly reticulated.
- 23.2 Outdoor showers may not have a roof installed.
- 23.3 Note that the Board's approval is required. Unauthorized showers may be demolished at the owner's expense.

24 BOMAS AND OUTDOOR FIREPLACES OR FIRE PITS

- 24.1 Bomas may only be constructed within an Owner's EUA and are subject to approval by the Board of Trustees and the Utopia Body Corporate Building Committee. These structures may not be surrounded by solid walls and any visible part of the boma or boma structures must comply with the building code in respect of wall finishes and colours.
- 24.2 Such installations are subject to approval by the Board of Trustees and the Utopia Body Corporate Building Committee and must be constructed in such a way to eliminate any risk of fire to the surrounding bush or the chalet itself. This will need to be demonstrated by way of plans and an on-site inspection. The board reserves the right to deny such permission or to restrict an owner from utilizing such a facility if it deems it to be unsafe or a fire hazard.

25 OTHER STRUCTURES

25.1 LIGHTNING CONDUCTORS

- 25.1.1 All chalets with thatched roofs must have lightning conductors complying with relevant SANS standards and with their tip covering the chalet's highest roof-peak and solar structure at an angle within 45 degrees .
- 25.1.2 On installation, a compliance certificate must be provided to the office within 7 days.
- 25.1.3 The lightning conductor must be high enough above the highest roof-peak and solar structure that when one draws a 45 degrees line downwards from the tip of the conductor, there is a minimum 2 clearance between that line and any part of the structure. If it is too low, the lightning will hit the roof.

26 SOLAR PANELS

- 26.1 It is mandatory to have any proposed solar panel installation and positioning pre-approved by the Board of Trustees who is responsible to ensure that the installation and positioning is correct and safe. Any new or existing installations which have not been approved must be dismantled. Detailed plans showing the design, layout final height and visual impact are required for approval. This follows several complaints arising from aesthetically-unpleasing installations. Prior consultation with the Estate Manager may help to understand what constitutes an acceptable installation.
- 26.2 Installations that have been inexpertly carried out and/or have constituted a fire hazard through incorrect or unsafe wiring will result in a warning to the owner to make modifications to the installation. Failing to comply with this warning will result in the installation having to be removed (either by the owner at their own expense or by the board of Trustees at the owner's expense) and a fine levied against the owner at the discretion of the Board.
- 26.3 Factors which the Board and Management will consider in order to approve proposed installations include but are not limited to the following:

- 26.3.1 Solar panels are to be attached to the chalet or positioned within the owner's EUA.
- 26.3.2 They absolutely may not be located fully or partially on the common property, i.e outside an Owner's EUA.
- 26.3.3 If it is impractical to site panels within the Owner's Section, submission must be made to the Board which will consider such applications within the parameters of Sectional Title Act.
- 26.3.4 Poles are to be painted brown, black or dark grey, or natural with varnish if wooden. Panel supports of either steel or wood must be of an appropriate and unobtrusive colour: black, brown, dark grey or natural wood.
- 26.3.5 At this latitude, the correct setting for fixed panels is facing north, at an angle (tilt) of 20-40 degrees from the horizontal.
- 26.3.6 It is required that panels be secured by locks/chains or fixed in to the support structure and measures taken to limit access to the panels. As stated above should ideally (but not mandatorily) panels should be alarmed, given their value and attraction to burglars.
- 26.3.7 If the solar panels are above the roof of the chalet or attached to the roof or chalet, the maximum height of the entire solar panel structure may not exceed 8m height restriction of the building structure.

26.4 Solar panels may not under any circumstances be attached to lightning conductors.

- 26.5 All solar installations (including low voltages solar systems) require a certificate of compliance. Following the completion of a solar installation, the onus is on the owner to obtain this certificate from a registered contractor and provide a certified copy to the Utopia administration office. Where this pertains to existing installations, the Board will give such owners 12 months in which to obtain the certificate of compliance. Should owners not comply, the Board of Trustees reserves the right to disconnect or dismantle the solar installation.
- 26.6 The majority of criminal activity within Utopia is related to solar panel theft and owners are encouraged to ensure these are well secured. Furthermore, Utopia's insurer will not provide any theft cover for any solar panels because of the scheme's high historic claims rate for solar panel theft and exclusion from the policies by the insurers.

27 CONSTRUCTION/MAINTENANCE WORK

- 27.1 CODE OF CONDUCT OF OWNERS AND THEIR SUB-CONTRACTORS DURING CONSTRUCTION/MAINTENANCE WORK

- 27.1.1 The owner is responsible for any and all conduct of any contractors to the owners during any form of maintenance and/or construction work
- 27.1.2 Signed Code of Conduct forms are required for both the owner and each builder/contractor contracted by the owner, (in the format provided by Utopia's Board who may amend it from time to time) indicating that the owner and their contractor/s are familiar with this Building Code and the Code of Conduct and undertake to abide by it. Should additional/new contractors be appointed by the owner at any time pertaining to plans approved, the owner must furnish the signed form in respect of the additional/new contractor prior to such contractor being permitted on site. It is the responsibility of every owner, new and old, to familiarize themselves with the rules. Ignorance is not an acceptable excuse for any transgressions.
- 27.1.3 Building work must be carried out only on standard business days between 7h00 and 17h00, Saturdays between 8h00 and 12h00. Sundays and public holidays are specifically excluded. Any contractor not off the premises by the required times will be fined R500,00 and payment is due immediately. Contractors with unpaid fines will be refused access until such fine is paid electronically into Utopia's Bank Account and receipt thereof is confirmed by the Utopia Administration office. No contractor, builder or their workers may be admitted to Utopia from 16 December until the first working day of January. Neighbours within 30m of the building must in addition to trustee approvals give their permission if in residence for work during permissible hours.
- 27.1.4 In the event of a dispute or if approval is considered to be unreasonably withheld the Board of Trustees shall make the final decision. This is in line with the requirements for generators.
- 27.1.5 For security reasons, contractors, builders and workers will not be admitted to Utopia without registering their ID's with the Estate Manager and having a photo identity badge prepared for them. This badge must be worn in a visible place at all times and Utopia reserves the right to deny access to any contractor, builder or worker not showing it.
- 27.1.6 Cleanliness is of paramount importance at Utopia. Owners are required to provide a portable toilet for contractors, builders and workers on-site. Builders may not litter and a receptacle should be provided for their rubbish. It is the responsibility of the owner to ensure all these, and any other current security and labour stipulations are met. Cost of cleaning or removing debris and effluent will be charged to the owner aligned to the fine schedule.
- 27.1.7 Construction may only commence once the owner has properly approved and signed plans in his or her possession, with the Board's approval and that of the Utopia Body Corporate Building Committee as well as immediate neighbour/s, as required depending on the proposed work.
- 27.1.8 Neighbours within 100m must also give their permission. In the event of a dispute or if approval is considered to be unreasonably withheld, the Board of Trustees shall make the final decision.
- 27.1.9 Except with the prior written approval from the Board of Trustees (which approval is entirely at the Board's discretion having regard to environmental and other considerations) and with a written plan to restore the environment, no:

- 27.1.10 Building material, rubble, building construction equipment including vehicles, toilets or any other consequence of the building work may be located outside the marked boundaries of the Owner's Section or on the access road.
- 27.1.11 Vegetation or soil may be disturbed outside the Owner's Section.
- 27.1.12 Temporary storage structures may be erected.
- 27.1.13 Nor may any building activity block the roads or foot paths.
- 27.1.14 Any such arrangements, once in principle approved by the Board, must be explicitly captured in writing as part of the Code of Conduct form signed by the chalet owner.
- 27.1.15 At no point during construction may the pegs designating the boundary of the Owner's Section be moved or removed.
- 27.1.16 No vehicular access is permitted to the Owner's Section except by way of the designated access.
- 27.1.17 No building rubble, including thatch, may be abandoned or disposed of anywhere on Utopia's property (including existing borrow and rubbish pits). All building rubble must be removed from Utopia without exception and at the owner's expense. Any owner who is found to have dumped rubble or building material on Utopia land shall be charged a fine as per the fine schedule. The above is fully enforceable and shall be adhered to by all persons on Utopia. The above duly noted, Utopia wishes to fill and close the existing rubbish pits and rehabilitate the areas.
- 27.1.18 In order to accommodate the filling and only with the written approval of the Board and under supervision of the Estate Manager, will some exceptions be made to allow for the dumping of wood or natural rock in the rubbish pits. Once filled and rehabilitated, this will no longer be permissible. No thatch of any kind may be dumped on Utopia due to the significant cost and fire risk involved in getting rid of thatch.
- 27.1.19 At the end of each day of construction, the building site is to be left neat and tidy and all rubbish (including packaging, uniforms and any other material which may be blown away by the wind) is to be removed or if possible/applicable stored inside the chalet.
- 27.1.20 No fires of any nature may be made on the site during the construction period.
- 27.1.21 For security, environmental and other considerations, building workers may be accommodated on the owner's section, in the chalets as "guests" or anywhere else on Utopia's premises during construction work on condition that they abide by the rules and do not cause any issues. No temporary accommodation structures will be allowed in or outside the owner's section.
- 27.1.22 Subject to the requirements set out below, only contractors who have been hired to undertake approved construction work, who have received a copy of a signed the Building Code and Code of Conduct, will be granted access to Utopia. The terms of access, as defined in point 5.1.1 above must be adhered to by all contractors, builders and workers.

- 27.1.23 Utopia's employees may strictly not be contracted for private jobs during their working hours. Furthermore, Utopia maintenance equipment may not be used for private use at any time. Employees are only allowed to do arranged private work during their off times. Any owner making private arrangements with employees for private jobs to be done within working hours will be subject to a maximum fine at the Board's sole discretion.
- 27.1.24 Any owner requiring cleaning services, gas delivery or any other services from the Estate Manager or employees may request these services with the Management Agent and the work will be scheduled according to bookings and as soon as possible. The owner will be billed directly by the Management Agent. Staff requirement are to be booked via Utopia's Management Agent in advance. Only after hours emergency bookings will be done via Security.
- 27.1.25 A Maximum truck tonnage applies to protect Utopia's roads; nothing bigger than a 6-ton load on a truck or tipper truck is permitted to enter. Larger building material loads must be transferred into smaller loads from the gate to the respective chalet.
- 27.1.26 Once construction has been completed, builders must clear the site of all rubble and building materials within three weeks or such reasonable time as agreed in a minuted Board meeting by the Board of Trustees. Restoring the area around the chalet to its original natural state remains the onus of the owner. Any remaining rubble after the deadline date will be cleared by Utopia and the costs associated with such removal and any restoration of the environment may be dealt with in accordance with violations (see below) and charged directly to the owner.

28 VIOLATIONS (INCLUDING BY CONTRACTORS)

- 28.1 If any term of this Building Code is violated, a notification of the violation shall be sent to the offending owner by way of email and/or other written communication. The owner shall be deemed to be responsible for all actions taken by contractors, builders and workers on the site and there shall be no need to notify the owner of the chalet in any further manner. Owners are advised to include the terms of this code in their construction contract with their contractor and to make provision for penalties to the contractors. Irrespective of the person actually causing the violation, the owner remains liable.
- 28.2 All violations shall be rectified within 48 hours of the service of the notice contemplated in point 26.1 above, or such other reasonable time as may be deemed appropriate at the sole discretion of the Board of trustees.
- 28.3 Any continuing violation after the expiry of the specified period, shall be for the duration of the violation or such other amount as deemed appropriate at the sole discretion of the Board of Trustees, having regard to the nature of the violation and the reasonable time required to rectify the problem. The penalty fee shall be automatically added to the next month's chalet levy account after all relevant procedures have been followed.
- 28.4 In the event of an owner failing to rectify a violation on the second notice of such violation, Utopia may take steps to rectify the violation and shall be entitled to recover all costs, in addition to the penalties, incurred in addressing these violations directly. These costs shall be added to the owner's monthly levies.

- 28.5 No chalet may incur more than 3 violations in a six-month period. On a fourth violation, the Board of Trustees shall cancel all access to contractors, builders and workers to the site until a further written undertaking is received that the chalet owner and all contractors shall abide by this Building Code (and any other such terms and conditions Utopia management may impose in the interests of Utopia residents) and all arrear penalty fees and levies are settled in full.
- 28.6 On a fifth violation, all further construction on the site may be regulated, or not allowed for a period of 6 months or a lesser time as deemed appropriate in the sole discretion of the Board of Trustees.

29 RECTIFICATION OF PAST BUILDING ANOMALIES

- 29.1 Utopia is a highly distinctive nature estate attempting to maintain and/or restore its unique ethos and natural beauty despite past anomalies. As such, all chalets which do not conform to these building guidelines should, where possible, be altered to conform.
- 29.2 No alterations or additions to non-conforming chalets will be permitted without significant alterations also being made to bring the outside appearance of the building up to the approved standards.
- 29.3 Note that if an existing corrugated-iron or tiled roof is to be fully replaced, this may only be done in accordance with the approved roofing guidelines as set out in this code. Thatch is no longer permitted due to the inherent fire risks and no complete new corrugated-iron or tiled roofs are allowed (with the exception of Harvey Thatch Tiles as prescribed in this code). If only building an extension that does not add more than 1/3 of the original structure, the extension's roof may match the materials of the existing roof.
- 29.4 Where existing corrugated-iron roofs are being repainted, this may only be in black or dark Dolphin Grey. Repairs to other roofing materials should be in the colour of the original.

30 GOOD NEIGHBOURLINESS

- 30.1 It will be necessary to obtain the signed permission of any neighbours. Neighbours within 100m must also give their written permission. This includes obtaining permission for the installation of solar panels, satellite dishes and TV antennas.
- 30.2 Where a neighbour refuses to sign for such permission, the matter shall be submitted to the Board of Trustees for arbitration on reasonableness. The Board's decision will be final and binding on all parties.

31 VALIDITY AND ENFORCEMENT

- 31.1 Following this Building Code's adoption, Utopia's Management and the Board are both empowered and required to insist on compliance in all subsequent alteration, addition, modification or construction work. They have the authority to halt or prohibit continued installation or construction should any of the terms of the code be contravened.
- 31.2 Further to this, the Board of Trustees have the authority to require that any non-compliant alteration, addition, modification or construction carried out thereafter be reversed at the

owner's expense. Failing that, the Board of Trustees may themselves arrange to have such alteration, addition, modification or construction reversed at the owner's expense.

32 AMENDMENTS TO THIS BUILDING CODE

This building code may only be amended by a resolution of three-quarters of the owners present at a properly convened General Meeting or Special General Meeting.

Signed by the below named trustees as confirmation that this version of the Building Code was adopted by the Body Corporate at the Annual General Meeting held 15 March 2025. This version supersedes and replaces all previous Building Codes for Utopia.

SIGNATURES OF INCOMING TRUSTEES

Signed by:

0AA887E7DF6C462...

Name: Henning Lombaard

Date: 3/31/2025

Signed by:

BF0A0EFAE184452...

Name: Mel Worman

Date: 3/31/2025

Signed by:

D191941FDEE5406...

Stanley Powell

4/9/2025

Signed by:

EAC55E1A4A65414...

Name: Martin Grundling

Date: 4/9/2025

Signed by:

B3AA1DEB7B4F4B2...

Rentia Jansen van Rensburg

4/11/2025