

CONDUCT RULES

(Section 35(2) (b) of the Sectional Titles Act No 95 of 1986)

For the Use and Enjoyment of
the Sections and Common Property of



191 On Arum Body Corporate

SECTIONAL TITLE SCHEME
SS NO 663/2007

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TABLE OF CONTENTS		
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PRELIMINARY		PAGE
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A.	APPLICABILITY	1
B.	INTERPRETATION	1
C.	DIRECTIVES AND NOTICES	2
D.	GUIDELINES	2

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RULE	PAGE
1. ANIMALS, INSECTS, REPTILES AND BIRDS	3
2. REFUSE DISPOSAL	3
3. PARKING AND DRIVING OF VEHICLES	4
4. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO THE INTERIOR OF SECTIONS	5
5. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY	9
6. SIGNS AND NOTICES	10
7. LITTERING	10
8. LAUNDRY	11
9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS	11
10. LETTING AND OCCUPANCY	11
11. ERADICATION OF PESTS	12
12. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS	12
13. NOISE, DISTURBANCE AND NUISANCE	14
14. SECURITY	15
15. INSURANCE	15
16. GARDENS	16
17. EMPLOYEES	16
18. FIRE FIGHTING EQUIPMENT	16
19. COMPLAINTS	17
20. MONTHLY LEVIES	17
21. RELAXATION OF RULES	17
22. CONTRAVENTION OF RULES	17
23. IMPOSITION OF PENALTIES	18
24. DOMICILIUM CITANDI ET EXECUTANDI	19

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PRELIMINARY

A. APPLICABILITY

1. The provisions of these Conduct Rules, the Management Rule 68, and of Section 44 of the Sectional Titles Act, No 95 of 1986, as amended from time to time, are applicable to and binding upon the trustees, the manager (if so contracted), the Managing Agent (if so contracted), and all owners, tenants (lessees), and other occupiers of sections.
2. It shall be the duty of the owner to ensure that the lessee or occupier of his section and the family member, visitors, guest and employees of the owner, lessee or occupier comply with the Conduct Rules.
3. Should any damages be caused by any of the person referred to in **sub-rule (2)** above, the owner shall be liable to pay the said damages caused on the common property.
4. Should any contraventions be caused by any of the persons referred to in **sub-rule (2)** above, the owner shall be liable to pay the said additional administration charges incurred by the Managing Agent.
5. Should any owner fail to pay his levies monthly in advance, the owner shall be liable to pay the said additional administration charges incurred by the Managing Agent for reminder notices, final notices and detailed ledgers provided for the attorneys monthly reports to recover the said outstanding debt.
6. An owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the Body Corporate / Home Owners Association or the Managing Agent in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such owner to the Body Corporate / Home Owners Association, or in enforcing compliance with these Rules, the Conduct Rules or the Act with regards to the notices served by ordinary mail, email or registered mail on the owner. The cost shall be deemed to be a levy and may be added to the owners levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.

B. INTERPRETATION

1. The clause headings are for convenient reference and shall be disregarded in construing these Rules.
2. Unless the context clearly indicates a contrary intention: -
 - a. the singular shall include the plural and vice versa; and
 - b. A reference to any one gender shall include the other genders; and
 - c. A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.

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3. Words and expressions defined in the Sectional Titles Act, No 95 of 1986 and annexures thereto, shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Act and annexures thereto.
4. When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
5. Where numbers are expressed in words and in numerals in these Rules, the words shall prevail if there is any conflict between the two in any of these Conduct Rules.

C. DIRECTIVES AND NOTICES

1. The trustees may instruct the Managing Agent to issue Notices in connection with contravention of any Conduct Rule.
2. The Directives or Notices shall not be in conflict with any Management or Conduct Rule.
3. Directives and Notice shall provide direction as to the practical application of the Conduct Rule. The trustees may through their Notice regulate and clarify matters pertaining to the contraventions of the Conduct Rule.
4. The trustees are not authorized to create further Conduct Rules through their issuing of Notices.

D. GUIDELINES

1. The trustees shall from time to time prepare and revise Guidelines to control all aspects of the design and appearance of the buildings and structures on the premises, including any alterations or additions (structures) referred to in **Conduct Rule 4**. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of installation required in respect of alterations or additions to ensure uniformity of construction.
2. Unless the existing Guidelines were approved by the members by ordinary resolution majority at the meeting at which these Conduct Rules were adopted, the Guidelines shall be so adopted at the first subsequent annual general meeting.
3. At every subsequent annual general meeting any amendments proposed by the trustees shall be tabled for consideration and approved by the members by ordinary resolution majority, with or without amendment.
4. The Guidelines shall, by virtue of these Conduct Rules, be binding upon owners and occupiers and shall be strictly adhered to by them.

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CONDUCT RULES
(Section 35(2) (b) of the Sectional Titles Act No 95 of 1986)

1. ANIMALS, INSECTS & REPTILES

- 1.1. An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal insect, reptile fish or bird in a section or on the common property.
- 1.2. Pet application must be signed by the owner of the section with a declaration that they have read and understand the Conduct Rules with regards to housing a pet within a section and undertake to comply with the said rules and or if on behalf of the occupant the owner undertakes to ensure that their occupants comply with the same rules.
- 1.3. When granting such approval, the trustees may prescribe any reasonable conditions in addition to the following rules: -
 - 1.3.1. dogs shall only be allowed on the common property if controlled on a leash;
 - 1.3.2. no animals, insects, reptiles fishes or birds are allowed to be left unattended on the common property;
 - 1.3.3. all dogs and cats must wear identity tags with telephone number and the flat number of the owner or occupier clearly visible thereon;
 - 1.3.4. owners or occupiers shall ensure that their animals do not foul on the common property, nor cause any nuisance to any other owner or occupier;
 - 1.3.5. all excrement of animals is to be removed immediately from the common property and disposed of in an appropriate manner;
 - 1.3.6. owners or occupiers shall ensure that their animals, insects, reptiles fishes or birds not cause harm or injury to any owner, occupier or visitor, or damage to any property;
 - 1.3.7. owners or occupiers shall ensure that their animals, insects, reptiles fishes or birds not cause excessive noise or otherwise create a nuisance to any owner or occupier; and
 - 1.3.8. all cats and dogs are to be sterilised and a veterinary certificate to this effect must be available for scrutiny by the trustees.
 - 1.3.9. the trustees shall be notified immediately of the death, loss or permanent departure of any pet which may not be replaced unless a new application is made for the trustees' consent in terms of **sub-rule (1.1.)** above to be considered by the trustees in terms of these rules.
- 1.4. The trustees may withdraw their approval in the event of any breach of any condition prescribed in terms of **sub-rule (1.3.) or (1.5.)**, upon which the owner or occupier must remove the animal, insect, reptile fish or bird from the section and the common property.
- 1.5. In suitable circumstances, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of the animal, insect or reptile from a section or the common property, and the owner of the relevant section shall be liable for such costs as are referred to in **Management Rule 31(5)**, relating to the application.

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- 1.6. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed in terms of **Conduct Rule 23.**

2. REFUSE DISPOSAL

- 2.1. An owner or occupier of a section shall: -

- 2.1.1. maintain in an hygienic and dry condition, a receptacle for refuse within his section or on such part of the common property as may be authorised by the trustees in writing;
- 2.1.2. ensure that before refuse is placed in the receptacle placed in the refuse room, it is securely wrapped in a suitable strong plastic bag, and in the case of tins or other containers, completely drained, before it is placed in such plastic bag;
- 2.1.3. for the purpose of having the refuse collected, place such plastic bags within the refuse bin provided in the refuse yard or room or any other areas where refuse bins have been provided
- 2.1.4. not dispose any refuse that the municipality will not remove such as masonry, furniture, carpeting, paint drums etc;
- 2.1.5. refuse that is not removable by the Municipality would remain the responsibility of the owner to remove the same.
- 2.1.6. not allow any refuse for the disposal of which he is responsible, to remain in any entrance lobby, passage, walkway, staircase, balcony, any other part of the common property and or contravene any rules contrary to **sub-rule (2.1.)**.
- 2.1.7. Comply with any other Directives issued by the trustees regarding disposal of refuse, waste or rubbish in other manner than as provided in this rule and such directives.

- 2.2. Should the trustees or any such person appointed by them, upon inspection, find the refuse area, or other area, or receptacle, in such a condition which in their sole discretion constitutes a health hazard to other occupiers, they may appoint, without delay or notification, any such person to clean and restore such area and recover the reasonable cost of doing so as part of the monthly levies due by the particular owner or owners.

- 2.3. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 21.** and or a fine imposed in terms of **Conduct Rule 22.**

3. PARKING AND DRIVING OF VEHICLES

- 3.1. No owner or occupier shall park or stand any vehicle upon the common property outside of their allocated parking area or permit or allow any vehicle under the control of a visitor to be parked or stood upon outside of the visitors' designated parking area upon the common property, without the consent of the trustees in writing.
- 3.2. No provisions have been made for visitors parking within the complex boundaries.

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- 3.3. Notwithstanding **sub-rule (3.1.)**, an owner may park or stand any vehicle, or permit or allow any vehicle to be parked or stood upon the exclusive use parking area or leased parking bay allocated to his unit.
- 3.4. "Vehicle" referred to in **sub-rule (3.1.)** means motor car or light motor vehicle or motor cycle.
- 3.5. Heavy vehicles, boats, caravans, trailers and other like may only be parked on the premises with prior written consent of the trustees.
- 3.6. Vehicles aggressing from their garages, and parking bays with obscured vision have the right of way of reversing out of their garages or bays.
- 3.7. Owners or occupiers are not permitted to park their vehicles in the visitors parking bays.
- 3.8. No derelict, unsightly, abandoned, dented, crashed or broken motor vehicle is permitted on the common property including any vehicle that has been involved in an accident, without the consent of the trustees in writing.
- 3.9. The trustees may cause to be removed or towed away, or its wheels to be clamped, at the risk and expense of the owner or the owner of the vehicle, including payment of a release fee to be determined by the trustees from time to time, any vehicle parked, standing which is derelict, unsightly, abandoned, dented, crashed or broken on the common property in contravention of these Rules.
- 3.10. Owners and occupiers of sections shall ensure that their vehicles, and their vehicles of their visitors, do not drip oil or brake fluid on to the common property or in any other way deface the common property. If this rule is not complied with, the responsible owner will be held liable for the cost of cleaning and restoration of such area.
- 3.11. No owner or occupier shall be permitted to dismantle or affect major repairs, including but not limited to panel beating and welding, to any vehicle on any portion of the common property, an exclusive use or in a section.
- 3.12. No person may reside or sleep in a vehicle or in a garage or on any part of the common property.
- 3.13. Motor vehicles may not be washed on the common property.
- 3.14. All Owners and occupiers shall: -
- 3.14.1. observe all road signs on the common property;
 - 3.14.2. ensure that they do not exceed a speed of 10 (ten) kilometres per hour when driving their vehicles on any part of the common property;
- 3.15. Owners or occupiers shall not: -
- 3.15.1. drive their vehicles within the common property in any manner that creates a nuisance or danger;
 - 3.15.2. allow any unlicensed person to drive any vehicle within the common property;
 - 3.15.3. vehicle music may not be heard from the outside of a motor vehicle when driven or parked on the common property;
- 3.16. The parking of vehicles within a section or upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and no liability shall attach to the Body Corporate / Home Owners Association or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person

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claiming through or under him, may suffer in consequence of his or her vehicle having been parked on the common property.

- 3.17. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed in terms of **Conduct Rule 23.**

4. **DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO SECTIONS**

4.1. MINOR ALTERATIONS

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

4.1.2. Notwithstanding **sub-rule (4.1.1.)**, an owner or person authorised by him, may install:

4.1.2.1. any locking device, safety gate, burglar bars, or other safety device for the protection of his or her section; or

4.1.2.2. any screen or other device to prevent the entry of animals or insects;

Provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.

4.1.3. An owner or person authorised by him shall not construct to, attach to, fix to/on any part of the exterior of buildings, including stoeps and balconies (within or out of a section), or place or construct on, or fix to any part of the common property any additions, alterations or fixtures, inclusive of but not limited to, an air conditioner, radio aerials, television aerials, satellite dishes, solar heating systems, chimneys, canopies, awnings, shade covers, carport covers, steps, braais, paving, tiling or any other similar additions or improvement, or structure (item) without first obtaining the consent of the trustees in writing.

4.1.4. To obtain the written consent or approval of the trustees in **sub-rules (4.1.1), (4.1.2.) or (4.1.3.) or (4.1.4)**, the owner shall apply to the trustees in writing, which application shall be accompanied by sufficient plans and specifications to explain the said proposal in terms of the National Building Regulations and Standards Act of 1977. The trustees may attach reasonable conditions to their consent and may withdraw their consent in the event of non compliance with their conditions.

4.1.5. The trustees' consent for such structures as contemplated in **sub-rule (4.1.3.)** may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost included the cost incurred by the Managing Agent for any relevant notices served on the said owner or owners. Should an owner fail to remove such item and any such failure persists for a period of 30 (thirty) days after written notice to remove given by the trustees or the Managing Agent on their behalf, the trustees may have same removed at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate / Home Owners Association or it's trustees, employees or contractors for any damage resulting therefrom.

4.2. **STRUCTURAL ALTERATIONS**

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4.2.1. No owner may effect any structural alteration affecting a section and or the common property, and alterations work to plumbing, electrical installations or conduits, may only be carried out after: –

4.2.1.1. compliance with all relevant provisions of the Sectional Titles Act, No 95 of 1986 and the Rules;

4.2.1.2. obtaining the written approval of the local authority, if applicable;

4.2.1.3. obtaining the written consent of the trustees, which may be accompanied by conditions.

4.2.2. All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority.

4.2.3. Whereas an owner may effect alterations to the interior of his or her section, no work may be done to load-bearing walls without the written consent of the trustees, who may impose conditions.

4.2.4. In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building and any alterations, additions, plumbing, electrical installations or conduits, modifications, improvement or decorative work which affects the interior or exterior appearance of the section: -

4.2.4.1. To obtain the written consent or approval of the trustees the owner shall apply to the trustees in writing, which application shall be accompanied by sufficient plans and specifications to explain the said proposal in terms of the National Building Regulations and Standards Act of 1977. The trustees may attach reasonable conditions to their consent and may withdraw their consent in the event of non compliance with their conditions.

4.2.4.2. The trustees' consent for such structures as contemplated in **sub-rule (4.2.4.1.)** may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost included the cost incurred by the Managing Agent for any relevant notices served on the said owner or owners. Should an owner fail to remove such item and any such failure persists for a period of 30 (thirty) days after written notice to remove given by the trustees or the Managing Agent on their behalf, the trustees may have same removed at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate / Home Owners Association or it's trustees, employees or contractors for any damage resulting therefrom.

4.2.4.3. The trustees may grant provisional consent, or refuse such consent and if refused, shall give reasons for their refusal. The consent may also be accompanied by reasonable conditions. The trustees may request that a report by a structural engineer or architect be furnished;

4.2.4.4. If provisional consent is given, the owner must proceed to have building plans prepared and approved by the local authority (if required), and which may not deviate from the sketch plan;

4.2.4.5. A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees;

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- 4.2.4.6. If the structural alterations involves load bearing walls or any other structural systems, the owner must submit a report by the structural engineer confirming that the proposed work shall not compromise the structural integrity of the building;
- 4.2.4.7. Within 30 (thirty) days of obtaining all the required information and advice, the trustees shall consider the application on the following scheduled trustees meeting, reach a reasonable decision, and advise the owner of such decision. If the trustees refuse their consent, they must give reasons for their refusal. The trustees may attach any reasonable conditions to their consent;
- 4.2.4.8. A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.
- 4.2.4.9. Should the addition require the Conduct Rules to be amended by way of special resolution or the management rules by way of unanimous resolution the applicant will be responsible for all cost incurred to prepare and serve the necessary notice in terms of the sectional Titles Act.

4.3. INTERNAL ALTERATIONS

- 4.3.1. In addition to any other relevant provisions, the following provision shall apply in respect of any work which involves any internal refurbishment, renovation or redecoration of a section which effects the internal walls, ceiling, foundation or sanitary ware:-
- 4.3.1.1. An application to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, in order to obtain their consent to proceed.
- 4.3.1.2. The trustees shall, within 21 (twenty one) days, convey their consent to proceed, with or without conditions and or Directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may not proceed with the work without such consent

4.4. PROVISIONS

- 4.4.1. In respect of all work done at the instance of an owner of a section, the following shall apply: -
- 4.4.1.1. in the event of the consent or approval being require from the local authority in respect of the work, such consent or approval shall be obtained and issued to the Managing Agent or trustees prior to the commencement of the said work.
- 4.4.1.2. The owner shall liaise with the trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises. The owner shall furnish the trustees, Managing Agent or manager with the contact details of all contractors who intend to enter the premises.
- 4.4.1.3. The alterations and fixtures contemplated in this Rule shall comply with the conditions imposed by the trustees;
- 4.4.1.4. All doors, including garage doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building or common property.
- 4.4.1.5. The owner accepts responsibility, and shall be liable to the Body Corporate / Home Owners Association (or owners, as the case may be), for any damage

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caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the Body Corporate / Home Owners Association against such damage or any claims arising there-from.

- 4.4.1.6. The electricity supply of the Body Corporate / Home Owners Association may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
- 4.4.1.7. Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 08h00 to 18h00 on weekdays, or during the hours 09h00 to 13h00 on Saturdays, but not at all on Sundays or proclaimed public holidays.
- 4.4.1.8. Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupiers and must be concluded as expeditiously as possible, within the time frame specified, if any. Any rubble or other building material, tools or equipment shall be removed from the common property or any part of a section as soon as possible or within such reasonable time as determined by the trustees.
- 4.4.1.9. If considered necessary by the trustees, they may request the owner to pay a deposit to them, prior to the commencement of the work.
- 4.4.1.10. Any deposit payable in terms of this Rule, to the trustees or any person designated by them, shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the trustees. The deposit shall be placed in an interest-bearing account, accumulating interest on behalf of the owner.
- 4.4.1.11. All charges, damages, expenses and penalties raised against the owner in terms of this Rule, are payable upon demand and, if unpaid, trustees may deduct such items from the owner's deposit and or add the amount to his or her levy account should their be a short fall.
- 4.4.1.12. The owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.
- 4.4.1.13. If any work done by or on behalf of an owner in pursuance of the provisions of this Rule results in expenses being incurred by the Body Corporate / Home Owners Association, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- 4.4.1.14. Any alteration, addition, improvement, fixture or similar item made or installed or erected by an owner in terms of this Rule shall be maintained by the owner of the section (and his successor in title) in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, addition, improvement, fixture or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the trustees or the Managing Agent on their behalf, the Body Corporate / Home Owners Association shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
- 4.4.1.15. For the purposes of this Rule, the trustees shall have the discretion to decide what constitutes a 'minor alteration,' 'structural alteration' or 'internal alteration'

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subject to any Directives that may be given by members at a general meeting, by majority vote.

4.4.1.16.If an owner (or person authorised by him or her) effects any work referred to in this Rule without obtaining the trustees' consent, or fails to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should an owner in any other way contravene any sub-rule, the trustees may request an owner to remove such structure at his or her own cost. Should an owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 30 (thirty) days after written notice given by the trustees, the trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate / Home Owners Association or its trustees, employees or contractors for any damage resulting therefrom.

4.4.1.17.Notwithstanding the provisions of **sub-rule (4.4.1.16.)**, and upon the breach or fails to comply with provisions of this Rule, or any Directives issued in terms hereof, shall be liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed in terms of **Conduct Rule 23.**

4.4.1.18.Any consent granted by the trustees in terms of this Rule will be placed on the agenda and disclosed at the following annual general meeting as well as any amendments to or further guidelines as a consequence hereof.

5. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY

- 5.1. The owner or occupier of a section shall not place or do anything on any part of the common property, or a section, including balconies, patios, stoeps and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 5.2. Owners and occupiers shall ensure that sections are provided with adequate manufactured curtaining or blinds at all times and within 7 (seven) days of taking occupation. All blinds, when viewed from outside, must be of neutral colour acceptable to the trustees in their discretion and curtains must be lined with white lining.
- 5.3. No tinted glass windows may be installed or used in any residential section or exclusive use area.
- 5.4. No items or washing may be hung over walls, in windows, in corridors on balconies or on any part of the building or the common property so as to be visible to the public or other occupiers.
- 5.5. Should an owner or occupier wish to hang washing on a clothes horse with in their flat the windows or doors must be net curtained as to obscure the visibility of the clothes horse.
- 5.6. Owners or occupiers may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular access to staircases, passages, landings, and stairwells must be kept clear at all times.
- 5.7. Notwithstanding **sub-rules 5.1., 5.3. and 5.4.** an owner or occupier may, with the prior written consent of the trustees place, store, or leave any object on a part of the common property, or allow or permit it to be so placed, stored, or left.

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- 5.8. No owner or occupier may, without the prior written consent of the trustees, place, store, or leave any object (bicycle) on any part of the common property, balcony, patio, stoep, gardens or allow or permit it to be so placed, stored or left.
- 5.9. The trustees may issue further Directives pertaining to this Rule.
- 5.10. Should an owner or occupier place, do or store anything contrary to this rule, the trustees may require an owner to remove such object in accordance with **Conduct Rule 22.1.6.**
- 5.11. Notwithstanding the **provisions of sub-rule 5.9.** and upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed in terms of **Conduct Rule 23.**

6. SIGNS AND NOTICES

- 6.1. No owner or occupier of a section, used for residential purposes, shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.
- 6.2. The trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the owner and such owner and/or occupier shall have no claim against the Body Corporate / Home Owners Association or the trustees as a result of their functions performed in terms of this provision.
- 6.3. The show houses signs may be erected on a Saturday or Sunday subject to the following conditions.
 - 6.3.1. Show house signs may be erected on the show day to clearly demarcate the locality of the show house.
 - 6.3.2. The show house sign may be set up on the day of the show house from 12h00.
 - 6.3.3. The show house sign must be removed immediately after the show house ends and no later than 18h00 on the same day.
 - 6.3.4. The show house sign may not be fixed to any part of the buildings or balconies and must be freestanding.
 - 6.3.5. The trustees reserve the right to remove any signage that does not conform to these Conduct Rules.
- 6.4. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 21.** and or a fine imposed in terms of **Conduct Rule 22.**

7. LITTERING

- 7.1. An owner or occupier of a section shall not deposit, throw, or permit or allow be depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 7.2. In particular, an owner or occupier of a section may not throw any material or object out of windows or over passage walls.

Lessee sign: _____

- 7.3. An owner or occupier shall remove all items when clearing his post-box and shall dispose of any unwanted items in a suitable refuse container.
- 7.4. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed in terms of **Conduct Rule 23.**

8. LAUNDRY

- 8.1. An owner or occupier of a section shall not, without the consent in writing of the trustees, erect her own washing lines, nor hang any washing or laundry or any other items on his balcony, in the windows or on any part of the building or the common property so as to be visible from outside the buildings or from any other section.
- 8.2. Washing may be hang and dried in the drying yard at the owner or occupier own risk.
- 8.3. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed in terms of **Conduct Rule 23.**

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- 9.1. An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the buildings or on the common property which will or may increase the rate of the premium payable by the Body Corporate / Home Owners Association on any insurance policy or which would render void any insurance effected over the property.
- 9.2. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed in terms of **Conduct Rule 23.**

10. LETTING AND OCCUPANCY

- 10.1. All tenants (lessees) of units and other persons granted rights of occupancy by any owner of a unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 10.2. An owner who concludes a lease agreement in respect of his or her section shall within 30 days of entering into a lease agreement or prior to accessing the complex in compliance with **rule 13.16** supply the trustees, manager or managing agent of:
- 10.2.1. The full names and contact details of the lessee(s) and all other occupiers of the section.
- 10.2.2. Confirmation that the lessee(s) and all other occupiers have been given a copy of the Conduct Rules and Directives.
- 10.3. The trustees (or manager or Managing Agent) on the owners behalf shall supply a tenant (lessee) with a copy of these Conduct Rules in accordance with **Management Rule 32(2)**, for a sum deemed reasonable.

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10.4. An owner shall notify the manager, Managing Agent or trustees forthwith in writing of any change of ownership in, or occupation of his section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his or her section.

10.5. An owner shall notify the Managing Agent of any change of residential address, postal address, telephone numbers and email address in writing and it would remain the owner's responsibility to ensure that the said changes are corrected the following month on the said levy statement or that you receive the said statement to the correct postal or email address.

11. ERADICATION OF PESTS

11.1. An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the Managing Agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section that may be damaged by any such pests shall be borne by the owner of the section concerned.

12. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS

12.1. No owner, (lessee) or occupier of a unit shall allow more than two persons per bedroom to reside in a section at any one time.

12.2. Notwithstanding **sub-rule (12.1.)**, with the prior written consent of the trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 14 (fourteen) days at a time and not for an aggregate period of more than 30 (thirty) days in any calendar year.

12.3. Except for the sale or execution of a unit, no auction, or similar sale or exhibitions, shall be held on the common property or in a section without the prior consent of the trustees.

12.4. Except for garages an owner shall use his section for residential purposes only and for no other purpose whatsoever. Garages may only be used for garaging of vehicles and storage of goods and only upon condition that all other rules are complied with.

12.5. No form of "time-sharing" or any similar arrangement whereby a person other than the owner, his immediate family or his tenant may utilise a section for a specified period or periods of time may be concluded in respect of a section.

12.6. No person may reside in a section, exclusive use area or any other part of the common property, other than a section for residential purposes.

12.7. An owner, lessee or occupier will be responsible for adequate supervision of his or her children, or children of their visitors, and shall foresee that no nuisance is caused or damage to the common property.

Lessee sign: _____

- 12.8. No alcohol may be consumed anywhere on the common property and or alcohol containers may not be left unattended in any area visible or accessible in any way.
- 12.9. No 'quad-bikes', carts, scooters or motorbikes may be used on the common property for recreational purposes.
- 12.10. No owner or occupier of a unit shall be allowed or be personally involved in illicit activities such as soliciting, drugs dealings, the sale of liquor, et al operating on the premises or with in the section of the Body Corporate.
- 12.11. No braais or barbeques are allowed on the balconies including ground floor patios within or without a section subject to the said balcony being fitted with a jet master or braai place with a chimney flue and application is made in terms of the Conduct Rules.
- 12.12. No braaing using inflammable substances is permitted in any sections, exclusive use areas or common property.
- 12.13. Braais or barbeques are permitted on common property or exclusive use areas subject to being at least two metre from any section or building.
- 12.14. The slaughtering of any animal on any part of the common property or in a section is prohibited.
- 12.15. Feeding of birds on the common property is not permitted.
- 12.16. Shopping trolleys are not permitted on the common property.
- 12.17. Garage doors shall be closed at all times when not in use.
- 12.18. No ball games may be played on the common property.
- 12.19. The throwing of stones or other solid objects on the common property is prohibited.
- 12.20. No owner or occupier may plant any plants, creepers, shrubs, trees grass or flowers on the common property or exclusive use areas without the prior written consent of the trustees who may impose reasonable conditions.
- 12.21. In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.
- 12.22. All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Body Corporate / Home Owners Association of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate / Home Owners Association shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the Body Corporate / Home Owners Association or any of the Body Corporate / Home Owners Association's employees, agents or contractors.
- 12.23. The Body Corporate / Home Owners Association or its agent's representatives or domestic employees shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

Lessee sign: _____

- 12.24. The transportation or moving of any furniture or heavy or bulky goods is the responsibility of the owner, occupier or lessee and the repairing of any damage to any section or part of the common property as a result of such activity shall be that of the owner concerned who will be responsible for the cost incurred for his lessee or occupier damages.
- 12.25. Any vandalism to the common property is the responsibility of the owner, occupier or lessee and the repairing or replacing of any damages to any section or part of the common property as a result of such activity shall be that of the owner concerned who will be responsible for the cost incurred for his lessee or occupiers damages.
- 12.26. No owner or occupier and or their visitors may defecate or urinate anywhere on the common property.
- 12.27. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice imposed by the trustees or the Managing Agent in terms of **Conduct Rule 22**, and or a fine imposed in terms of **Conduct Rule 23**.
- 12.28. Upon the breach of **sub-rule 12.10**, relating to drugs or illegal fire arms or any other life threatening contravention in the opinion of the trustees, when positively confirmed or verbally confirmed by the SAPS, will automatically terminate the residency with immediate effect as it is seen to be a serious offence of this Rule which could endanger the safety of owners, residents and occupiers or their properties. The trustees may appoint as many as determined necessary armed security guards for the safety of the owners or occupiers and their properties. The owner of the relevant section may become liable for additional cost incurred for the notice imposed by the trustees or the Managing Agent in terms of **Conduct Rule 22**, and or a fine imposed in terms of **Conduct Rule 23** at double the rate, and or the owner or occupier fails to vacate the section and the complex within 30 days of date of offence his levy as itemised on his statement will be doubled until compliance of vacating the complex, and all cost incurred for the additional armed security guards will be for the said owners account.
- 12.29. Upon the breach of **sub-rule 12.32**, is seen to be a serious offence of this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice imposed by the trustees or the Managing Agent in terms of **Conduct Rule 22**, and or a fine imposed in terms of **Conduct Rule 23** at double the rate together with all cost incurred for cleaning and sterilising the said areas.

13. NOISE, DISTURBANCE AND NUISANCE

- 13.1. No owner, or occupier may permit anything to be done in his section, exclusive use area or on the common property, which constitutes a noise, disturbance, nuisance or an unreasonable invasion of the privacy of the other occupiers of the buildings, or permit or cause any noise, disturbance and nuisance or allow his children or visitors to cause any noise, disturbance and nuisance which in the opinion of the trustees would constitute a disturbance or nuisance or an invasion of the right of privacy of other occupiers during the course of a 24 hour period Sundays to Saturdays.
- 13.2. All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets must be kept at audio levels which may not be heard by other owners or occupiers in other sections of a building which constitutes a disturbance or nuisance or an invasion of the right of privacy of other occupiers in the discretion of the trustees.
- 13.3. Motor vehicle radios may not be heard from the outside of the motor vehicle.

Lessee sign: _____

- 13.4. The operation of citizen band radios, two-way radio set or any similar device on the premises is prohibited.
- 13.5. The horns of motor vehicles may not be sounded at any time on the common property or at the motor vehicle entrance gates, except as a warning of imminent danger in the case of an emergency.
- 13.6. No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the exclusive use areas and common property without the written permission of the trustees.
- 13.7. No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.
- 13.8. Motor vehicles and or motor cycles may not create any disturbance, noise on the common property, or within the exclusive area that in the opinion of the trustees disturbs occupants of other apartments due to broken exhausts, excessive idling and or revving.
- 13.9. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed in terms of **Conduct Rule 23.**

14. **SECURITY AND ACCESS CONTROL**

- 14.1. Any owner or occupier shall complete and sign a security application form in the manner determined by the trustees from time to time prior to the issuing of any security tags or remote controls to the owner and occupier.
- 14.2. The owner and occupier shall pay the cost in the amount determined by the Contractors from time to time prior to the issuing security tag or remote control.
- 14.3. The owner and occupier shall be liable to replace the security tag or remote control at their cost should such device become faulty.
- 14.4. The trustees require at least 7 days notice in processing an application for a security tag or remote.
- 14.5. The owner occupier shall inform the trustees immediately if a security tag or remote control is lost or stolen.
- 14.6. There is a 24 hour access control system at the entrances of the complex and it remains the responsibility of the owners or occupiers to ensure that no ones gains access without obtaining permission from the occupier of such unit which the visitors are visiting.
- 14.7. Security Gates sensors may not be obscured with any kind of material to prevent the security gates from closing.
- 14.8. Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must ;-
 - 14.8.1. ensure that upon entering or leaving the premises, all security doors and gates are properly closed;

Lessee sign: _____

- 14.8.2. ensure that such doors and gates are never opened for unknown or uninvited persons;
- 14.8.3. comply with any further security measures implemented by the trustees;
- 14.8.4. ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the trustees.

14.9. Only one preferred Armed Response is permitted to be appointed at any one given time. The trustees have the sole authority to choose the preferred Armed Response. The signage may not exceed 320mm x 320mm and may only be located on the inside of the bottom left hand corner of the kitchen window. (Currently District Watch Armed Response is the preferred Contractor approved by the trustees)

14.10. The trustees may issue further Directives pertaining to this Rule.

14.11. Notwithstanding the **provisions of sub-rule 14.10.** and upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed in terms of **Conduct Rule 23.**

15. INSURANCE

15.1. Any first loss that amounts to a Body Corporate / Home Owners Association insurance claim, on behalf of the owner of the section concerned, shall be for the account of the owner of the section.

15.2. Geysers: The owner of a section is obliged to maintain, and if necessary replace his own hot water installation.

15.3. Manufactures of Geysers which have been installed in you section is required to comply with the manufacturers installation specification and is required to be serviced by the manufacturer and this would remain the responsibility of the owner to enforce to ensure compliance with the manufacturers guarantee on the said geyser.

or

Manufacturers of Geysers which have been installed in your section are required to comply with the manufacturer's installation and service specification. Trustees are responsible to ensure that the geysers are serviced accordingly by a recognised plumber.

16. GARDENS

16.1. Owners or occupiers of a section shall not plant creepers, plants, shrubs or trees on the common property or exclusive use areas without the consent of the trustees in writing.

16.2. Owners or occupiers of a section shall be responsible to maintain there gardens within their common property or exclusive use areas

16.3. Any vandalism to the common property gardens is the responsibility of the owner, occupier or lessee and the repairing or replacing of any damages to any section or part of the common property as a result of such activity shall be that of the owner concerned who will be responsible for the cost incurred for his lessee or occupiers damages.

16.4. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the

Lessee sign: _____

Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed in terms of **Conduct Rule 23.**

17. EMPLOYEES

- 17.1. An owner and occupier of section may not request the Body Corporate / Home Owners Association employees or contractors to perform any task for them during their working hours unless with the prior consent of the trustees or any other person authorised by the trustees to provide such consent.
- 17.2. Owners and occupiers may not interfere with Body Corporate / Home Owners Association employees in the performance of their duties and must give their full co-operation to such employees.
- 17.3. An owner or occupier of a section shall be responsible for the conduct of their own employees, and for any persons visiting his employees.
- 17.4. An owner or occupier of a section shall ensure that his or her employees, including their visitors or guests, do not loiter on the common property
- 17.5. Owners, lessees or occupiers shall further ensure that their employees comply with the Conduct Rules and Directives.
- 17.6. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and or a fine imposed by trustees in terms of **Conduct Rule 23.**

18. FIRE FIGHTING EQUIPMENT

- 18.1. No owner, lessee or occupier of a section or his visitors or guests is permitted to tamper with any fire fighting equipment.
- 18.2. No owner, lessee or occupier of a section or his visitors or guests is permitted to tamper with fire fighting signage and or seals to any of the fire fighting equipment.
- 18.3. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and an immediate fine imposed in terms of **Conduct Rule 23.**

19. COMPLAINTS

All complaints must be made in writing to the Managing Agent, for their consideration at trustees' meetings which must reflect dates and times of incidents reported together with a detailed discretion of the complaint and the flat number from where the complaint originated from.

20. MONTHLY LEVY

- 20.1. Levies are payable monthly in advance and must reflect in the Body Corporate / Home Owners Associations account by no later than the 7th of the month in advance:
 - 20.1.1. Interest will be charge in accordance with the trustees resolution and credited to the Body Corporate / Home Owners Association;

Lessee sign: _____

20.2. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for additional cost incurred for an additional statement sent by the Managing Agent in terms of **Conduct Rule 22.** and an immediate fine imposed in terms of **Conduct Rule 23.**

21. RELAXATION OF RULES

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

The Body Corporate / Home Owners Association or the trustees may in special circumstances grant a relaxation of these Rules in writing and subject to any such conditions as may be imposed therewith for such period as may be stipulated therein and which shall be subject to withdrawal at any time by the Body Corporate / Home Owners Association or the trustees sole discretion without ascribing any reason therefore.

22. CONTRAVENTION OF RULES

22.1. Should any of the Conduct Rules be contravened, the trustees or the Managing Agent may: –

- 22.1.1. serve a notice on the owner by ordinary mail, registered mail or email;
- 22.1.2. charge interest as per the trustees resolution or the Usury Act for Home Owners Associations;
- 22.1.3. re serve levy statement where owners have failed to pay their levy;
- 22.1.4. impose a fine in terms of **Conduct Rule 23;**
- 22.1.5. hand over to an attorney;
- 22.1.6. obtain an interdict;
- 22.1.7. impose more than one of the options mentioned;
- 22.1.8. request an owner to remove such structure or object at his own cost. Should an owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition (structure or object) and any such failure persists for a period of 30 (thirty) days after written notice given by the trustees, the trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate / Home Owners Association or its trustees, employees or contractors for any damage resulting there from;
- 22.1.9. Arrange for the vehicle to be clamped or removed from the common property, at the risk and costs of the owner thereof and/or person in control of the vehicle.

22.2. The owner will be responsible for any cost incurred by the trustees, or by the Managing Agent in the preparation of the said notices, by the contractors appointed to enforce the conduct rules and any legal cost incurred by the trustees or the Managing Agent.

23. IMPOSITION OF PENALTIES

23.1. If the conduct of an owner or an occupier of a section or his visitors or guests constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and occupier with a written notice which may in the discretion of the trustees or the Managing Agent be delivered by hand, email or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender 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.

23.2. Upon the breach of, or non-compliance with **Conduct Rule 18.** the owner of the relevant section may become liable for additional cost incurred for the notice impose by the trustees or the Managing Agent in terms of **Conduct Rule 22.** and will result in a fine of maximum R 10

Lessee sign: _____

000 imposed by the trustees without warning on the first offence or any other offences that may arise thereafter and all cost incurred to reinstate the fire equipment to its original status.

23.3. Upon the breach of, or non-compliance with Conduct Rules the owner of the relevant section may become liable for additional cost incurred for the notice imposed by the trustees or the Managing Agent in terms of **Conduct Rule 22**, and will result in a fine in terms of **sub-rule (23.9.)**.

23.4. If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting of trustees to take a resolution to proceed with legal action with the intent to make application to the honourable court for an interdict preventing owners from ignoring the conduct rules in their entirety.

23.5. Should an owner dispute the contravention he may request the trustees for meeting to address the said dispute. A written notice, which may in the discretion of the trustees, the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as may be permitted by the chairperson, he or she may not participate in the affairs of or voting at the meeting.

23.6. After the owner or occupier has been given the opportunity to present his case, the members of the sub-committee appointed by the trustees may by way of a unanimous resolution (100% of the members present at the meeting with a minimum of two sub-committee members), impose an initial penalty or suspension for the first offence and a subsequent penalty or suspension for every identical offence thereafter.

23.7. Any fine imposed in terms of **sub-rule (23.8.)**, will be added to the contribution which an owner is obliged to pay in terms of **Section 37(1)** of the Act and claimed by the trustees as part of the monthly instalments payable by the owner.

23.8. The Trustees may, from time to time, determine the amount of the initial and subsequent penalties and periods of suspension, which amounts shall be confirmed in writing with a minimum of 30 days notice to the owners.

23.9. Penalties imposed as follows per incident or per month and as determined by the trustees from time to time in terms of **sub-rule (23.6.)**.

23.9.1.	animals, insects & reptiles	R 350.00
23.9.2.	refuse disposal	R 350.00
23.9.3.	parking and driving of vehicles	R 350.00
23.9.4.	damage, alterations and additions to the common property and structural alterations within a section	R 250.00 per day
23.9.5.	appearance from the outside and obstructions to the common property	R 500.00
23.9.6.	signs and notices	R 350.00
23.9.7.	littering	R 500.00
23.9.8.	laundry	R 350.00
23.9.9.	storage of inflammatory material and other dangerous acts	R 500.00
23.9.10.	letting and occupancy	R 350.00
23.9.11.	eradication of pests	R 350.00
23.9.12.	usage of sections, exclusive use areas, common property and related matters	maximum R 5000.00
23.9.13.	noise, disturbance and nuisance	R 500.00
23.9.14.	security and access control	R 350.00

Lessee sign: _____

23.9.15.	employees	R 350.00
23.9.16.	fire fighting equipment	R 3000.00
23.9.17.	Additional Administration cost - contravention notice	R 300.00
23.9.18.	late monthly levy payments	
23.9.18.1.	levy – 60 days in arrears	R 200.00
23.9.18.2.	levy – 90 days in arrears	R 400.00
23.9.18.3.	levy – 120 days or longer	R 600.00
23.9.18.4.	Additional Administration cost -resending statements	R 350.00
23.9.19.	second offence x 1.5 times penalty	
23.9.20.	third offence x 2 times penalty	

24. DOMICILIUM CITANDI ET EXECUTANDI

24.1. In terms of section 3 (2) of the prescribed management rules reads as follows:

24.1.1. The domicilium citandi et executandi of each owner shall be the address of the section registered in his name: Provided that such owner shall be entitled from time to time to change the said domicilium but that any new domicilium selected shall be situate in the Republic, and that the change shall only be effective on receipt of written notice thereof by the Body Corporate / Home Owners Association at its domicilium.

24.2. In terms of section 39 (2) of the prescribed management rules states the following:

24.2.1. Delivery under the last preceding sub-rule shall be deemed to have been effected if the documents referred to are sent by prepaid post addressed to the owner at his domicilium referred to in rule 3 (2), and to any mortgagee as aforesaid at the address of such mortgagee as reflected in the records of the Body Corporate / Home Owners Association.

24.3. Legal opinions in the Sectional Title field have confirmed this must be a fiscal address of the registered owner's place of residence. Therefore should an owner have a P O Box address he/she must advise the Managing Agent of his fiscal address in writing where notices in terms of the Prescribed Management Rules must be served failing which the domicilium citandi et executandi of each owner shall be the address of the section registered in his name within the said Body Corporate / Home Owners Association.

Lessee sign: _____

24.4. NEW TENANT COMMITMENT AND SIGNING

24.4.1 I the undersigned agree that I have read and clearly understand the conduct standards and criteria as enforced by this document for the premises listed, and that should there be, resulting from myself; or persons on premise owing to my association to them; at any time and in any way a breach and or violation to these conduct rules that I fully understand and accept that the actions as clearly stated in my lease agreement will be enforced upon me.

24.4.2 I also accept full accountability for any fines imposed by the managing agent as listed above for any such violation that may occur as stated in 24.4.1. Such fines will become immediately for my account and payable by me to my landlord to be passed on to the managing agent.

24.4.3 I also accept that any conduct rules or references made to the owner/landlord/lessor in this document directly also relate to me, and must be upheld by me or accept the relevant and appropriate actions.

Unit Number: _____

Owner Name: _____

Lessee full name (print): _____

Lessee signature: _____

Date: _____

Witness: _____

**OWNER OR LETTING AGENT TO ENSURE THIS DOCUMENT IS SIGNED BY THE NEW
TENANT AND A COPY OF THIS PAGE MUST BE SENT TO THE MANAGING AGENT
TOGETHER WITH A COPY OF THE NEW TENANT APPLICATION FORM BEFORE
OCCUPATION CAN TAKE PLACE.**

Lessee sign: _____