

SHIFA MANZIL
CONDUCT RULES
AMENDED 2017

A S Saif

THESE RULES CONCERN THE USE AND OCCUPATION OF SHIFA
MANZIL AND ARE APPLCIABLE TO ALL OWNERS/OCCUPANTS

[Signature]



23 January 2014

Deeds Office
Private Bag X9028
Pietermaritzburg
3200

posted Reg. mail
23/1/2014

Dear Sir or Madam

RE: LODGEMENT AND REGISTRATION OF BODY CORPORATE CONDUCT RULES

We act on behalf of the body corporate and Shifa Manzil SS 511/1995

Please lodge and register the rules and kindly send confirmation once done.

Your assistance in this regard will be highly appreciated.

Yours faithfully,

LOUISE RENOUF
PORTFOLIO MANAGER

Property Managers • Home Letting • Financial Services • Commercial Brokers

141 K E Masinga (Old Fort) Road, Durban, 4001 P.O. Box 3964, Durban, 4000 Tel: (031) 301 7017 Fax: (031) 301 7061
Trafalgar Property Management (Pty) Ltd. Reg. 1989/003678/07 Directors: D McPherson, AW Schaefer, MN Schaefer, ND Schaefer

Johannesburg: (011) 214 5200 East London: (043) 726 6066 Durban: (031) 301 7017 Pretoria: (012) 326 5963 Port Elizabeth: (041) 365 6840 Cape Town: (021) 410 5500

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FORM V

Registrar's number of Sectional Plan SS 511/1995

Registrar of Deeds

PIETERMARITZBURG

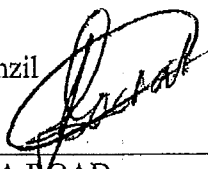
NOTIFICATION UNDER SECTION 35 (5) OF THE SECTIONAL TITLES ACT, 1986

We, AADIL DOORAI and TAMIR DOORAI (only two Trustees required to sign), the undersigned Trustees of the Body Corporate of the SHIFA MANZIL scheme known as No. 2368 situated at 39 DELTA ROAD, ISIPINGO, hereby give notice that on the 27TH MARCH 2013 the Body Corporate made the following rules (set out in the Schedule) which has been initialed by the Trustees for identification for the control and management of the building:

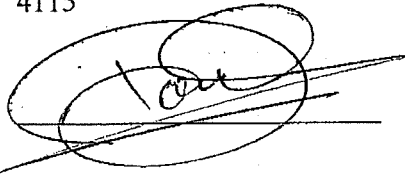
- (a) Conduct Rules (in substitution, addition to, or withdrawal or, or in amendment of the existing rules)

The rules referred to in paragraph (a) have been made by special resolution of the members of the Body Corporate as per the Special General Meeting held on the 27th March 2013

Address: Shifa Manzil


39 DELTA ROAD
ISIPINGO
4115

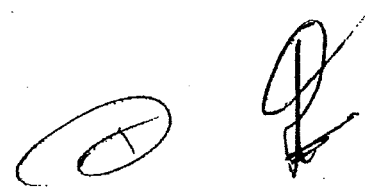
Trustee



Trustee

23/01/2014

Date



SHIFA MANZIL BODY CORPORATE

CONDUCT RULES

Made by the Body Corporate in terms of section 35(2) (b) of the Sectional titles Act 95 of 1986

These Conduct Rules bind the owner of any unit and any lessee or other occupant of the unit, and it shall be the duty of the owner to ensure compliance with the Rules by his lessee or resident including employees, guests and any member of his family, his lessee or his resident.

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1. DEFINITIONS

In these rules, the following terms shall have the meanings assigned to them hereunder, namely:

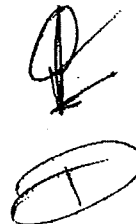
Term:	Meaning:
"Act"	the Sectional Titles Act 95 of 1986 (as amended)
"Owner "	the registered owner of a unit in the building known as Shifa Manzil
"Body Corporate"	consists of all the registered owners at Shifa Manzil
"Section"	means a section as shown as such on the sectional plan, and registered in an owner's name
"Common property"	the land and such parts of the building as are not included in a section
"Exclusive use area"	part of the common property allocated for the exclusive use of an owner of a section.
"Managing Agent"	the entity, whether it be a company, close corporation or person, which may be appointed by the Body Corporate from time to time to administer the affairs of the Body Corporate in accordance with the management contract concluded between such entity and the Body Corporate
"Resident"	any person, including but not limited to an owner, who occupies a section or a staff room at Shifa Manzil and who is bound by these rules and the provisions of the Act
"The Trustees"	persons, the majority of whom are owners of units in the scheme, who are elected, in terms of the Act, to exercise the functions and powers of the Body Corporate
'unit'	means a section together with its undivided share in common property apportioned to that section in accordance with the quota of the section.

In these rules, unless a contrary intention clearly appears, words importing any one gender include the other genders;

The singular includes the plural, and vice versa;

Natural persons include created persons otherwise known as legal persons (corporate and unincorporated) and vice versa;

Paragraph headings shall not be used in the interpretation of these Rules and are for reference purposes only.

Handwritten signature and initials in the bottom right corner of the page.

2. CONDUCT

- 2.1. It is a criminal offence to use fire hoses, hydrants or extinguishers for washing cars, watering plants and so on. **Fire hoses, extinguishers and hydrants shall only be used to extinguish fires and not for general usage or the washing of vehicles.** The Trustees may implement a fine of R 1000 against any person utilizing the fire equipment for any usage other than their intended purposes.
- 2.2. Firearms shall not be discharged on any part of the property unless strictly for reasons of security. Pellet guns, crossbows, catapults and other weapons shall not be used to propel projectiles in the complex.
- 2.3. No stones, or other solid objects, shall be thrown on the common property.
- 2.4. Should any resident, his family, his tenants, his domestic staff, his guests or visitors cause damage of whatsoever nature to the common property, the owner or resident shall be liable to reimburse the Body Corporate for the cost of repairing such damage.
- 2.5. All suggestions and constructive criticism are welcome. However, only those submitted in writing to the Trustees shall be considered.
- 2.6. No auctions or jumble sales shall be held on any part of the property, unless prior application in writing has been approved by the Trustees.
- 2.7. The use of electricity generators and compressors by residents shall not be permitted at Shifa Manzil

3. SECURITY

- 3.1. Residents and their visitors shall at all times adhere to all security procedures which may be instituted from time to time by the Trustees.
- 3.2. The right of admission to Shifa Manzil is at all times reserved.

4. NOISE

Consideration for one's neighbours is of paramount importance when living in a sectional title environment.

- 4.1. Reasonable quietness shall be maintained at all times particularly between 21h00 and 08h00 from Monday to Thursday, between 23h00 and 08h00 on Friday and Saturday nights, and between 14h00 and 16h00 on Saturdays, Sundays and Public Holidays.
- 4.2. Radios, televisions, musical instruments, music players, microphones or amplification systems and similar equipment must be used in such manner as not to be heard in adjacent units or common property or in such a manner as to cause disturbance to other residents.
- 4.3. Building/renovating activities causing noise shall only be allowed to take place on Mondays to Fridays between 08h00 to 19h00.

As far as possible demolition activities must be concentrated on specific days and times. Jackhammers and other noisy equipment shall only be used if there is no other practical means available. The unit owner shall give his neighbour at least 24hrs prior warning of such activities.

5. CHILDREN

Children are subject to the Conduct Rules in the same manner as adults, same shall apply to the children of visitors.

- 5.1. Residents shall supervise their children and those of their guests at all times whilst on common property, to ensure that no damage is caused or nuisance created. Children shall not interfere or tamper with gates, plants, decorations, nameplates, lights or any portion of the common property whatsoever.
- 5.2. Residents shall at all times be responsible for the acts of their or their visitors' children on any part of the property.
- 5.3. Children shall be allowed to play on common area provided this is away from vehicles and not in corridors or stairwells and adult supervision is maintained.
- 5.4. No ball games shall be permitted on common property whereas it is a nuisance to other residents or can cause harm to any persons and / or property.
- 5.5. The use of soapbox cars, skateboards, roller skates, and the like is strictly prohibited on the common property.
- 5.6. Bicycles are allowed provided the rules of the road are properly adhered to and there is adult supervision at all times.
- 5.7. Children are not allowed to play in the car park.

6. RULES RELATING TO THE OCCUPATION OF THE STAFF QUARTERS

The staff quarters at Shifa Manzil are available for occupation by staff of the Body Corporate only.

- 6.1 A maximum of 1 (one) person only, at any given time, may reside in a staff room unless the prior written consent of the Trustees has been obtained;
- 6.2 The sole or primary resident of a staff room at Shifa Manzil shall be a person in the full-time employ of Shifa Manzil Body Corporate.
- 6.3 Should there be a second person resident in a staff room at the building (for which the specific prior written consent of the Trustees of the Body Corporate has been obtained) at any time, such person shall only be the spouse or partner or child of the principal resident as defined in 7.2. above.
- 6.4 Occupants of the staff quarters shall be obliged to abide strictly by any rules made by the Trustees with regard to the staff quarters and published to them from time to time, including rules with regard to guests visiting hours;
- 6.5 All occupants of the staff quarters shall keep the common areas of the staff quarters in a neat, clean and tidy condition;
- 6.6 No employee of the Body Corporate shall undertake any errands or jobs for anyone else besides the Body Corporate during normal working hours. The employee is answerable to the Chairperson or the Trustees, from whom all instructions shall emanate unless in an emergency. Members of the Body Corporate wishing to employ the employee/s outside working hours may do so at an agreed negotiated rate between that member and the employee/s.
- 6.7 Body Corporate employee/s shall not leave the Complex during working hours unless on specified business with the permission of the Trustees or the appointed Supervisor. (

7. ANIMALS AND PETS

- 7.1. A Pet of any nature whatsoever shall only be permitted at Shifa Manzil after the prior written consent of the Trustees has been sought and obtained.
- 7.2. The Trustees shall at their sole discretion determine whether the pet concerned shall be permitted to stay at the premises or not, subject to the strict proviso that there shall never be more than 2 pets, 1 small dog (no breed larger than a Dachshund or a Maltese Poodle) and 1 cat, alternatively 2 small dogs, alternatively 2 cats kept at any section at any one time.
- 7.3. If permission to keep a pet at the scheme is granted by the Trustees, the Trustees shall prescribe any reasonable condition for the keeping of the pet.
- 7.4. The Trustees may withdraw their permission for the keeping of a pet in the event of any breach of these Rules or the prescribed conditions.
- 7.5. The following Rules shall apply unconditionally to those pets for whom permission has been granted in writing to stay at the scheme
- 7.6. No dog or other pet may be allowed to make a continual noise or become a nuisance to other residents at any time of the day or night.
- 7.7. On receipt of a formal complaint by any resident, the pet-owner is expected to take immediate action to curtail the nuisance.
- 7.8. Dogs shall only be permitted on common property if they are suitably restrained and controlled by their owners (e.g. they must be kept on a leash and such leash held by the owner of the dog at all times while on common property).
- 7.9. Fouling of common property shall not be permitted and should the pet defecate on common property it is the pet-owner's responsibility to remove the droppings and dispose of them in a refuse receptacle.
- 7.10. All cats kept on the premises shall be inoculated, neutered or spayed and a certificate from the veterinarian shall be provided to the Trustees on request.
- 7.11. Should damage of whatsoever nature be caused directly or indirectly to common property by a pet, the owner of the pet shall be responsible for the cost of any repairs. If necessary costs may be recovered from the owner of the unit.
- 7.12. No kennel or like accommodation for pets shall be visible from any part of the common property nor any section.
- 7.13. It is a prerequisite that any pet for which permission is granted to be kept at the complex is kept in hygienic conditions. The exclusive use area where such pet is kept must be cleared of faeces regularly by the owner of the pet concerned or the Trustees will have the power to summarily withdraw their permission for the keeping of such pet.

8. LETTING OF UNITS

- 8.1 All tenants of units and other persons granted rights of occupation by an owner are obliged to fully comply with these Conduct Rules notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The owner of the unit in question shall inform the tenants of the existence of Conduct Rules for Shifa Manzil and shall provide them with a copy of the current Conduct Rules, which shall form an Annexure to the lease agreement.
- 8.2 The registered owner of the rented unit shall be required to furnish the Trustees with the names and I.D. numbers of the residents of his unit prior to their taking occupation.

9 REFUSE REMOVAL

- 9.1 No rubbish or refuse shall be left on any portion of the common property or in any section where it will be visible and/or constitute a health hazard.-
- 9.2 A resident shall maintain in a dry and hygienic condition, a receptacle for refuse within his section and not left on common property. Owners are not to leave refuse lying outside their door, it is the owners responsibility to make sure the refuse gets to the bin room immediately.
- 9.3. Building rubble and refuse resulting from renovations or moving operations must be removed by the resident concerned at his own cost, as this type of refuse will not be permitted to be deposited in the refuse bins, or on any portion of the common property. Cardboard cartons or packing material must be broken down prior to placement in the bins. Refuse shall not include items such as broken furniture, faulty appliances, motor car parts or other similar items. These must be disposed of at the municipal dump by the resident concerned.
- 9.4 Cigarette ends, bottles, cans and other objects shall not be thrown from the windows or anywhere from or onto common property.
- 9.5 Sanitary items and tampons should not be flushed through the sewerage systems. Such items are to be placed in a plastic bag and sealed, with other refuse/rubbish.
- 9.6 No owners allowed to throw bread, food items from their balconies into the parking area for birds rather dispose of them in the bin area.
- 9.7 Owners are not to leave brooms, mops, buckets etc in front of their door, these are to be kept within the confines of a section.

10. ERADICATION OF PESTS

A resident shall keep his section free of cockroaches, termites, rodents and/or other potential disease-carrying animals and insects. He shall permit the Trustees, the Managing Agent and their duly authorized agents and employees to enter his section for the purpose of inspecting the section and taking any action as may be required to eradicate any such pests. The cost of inspection/eradicating any such pests as may be found within a unit shall be borne by the owner and/or resident of the section.



11. EXTERNAL AND INTERNAL ADDITIONS, ALTERATIONS OR MAINTENANCE

- 11.1. The owner of a section must apply to the Trustees prior to renovating, altering or adding to his unit.
- 11.2. Such application shall be submitted to the Trustees in writing and shall state the estimated date of commencement and completion of such work, and what the job shall entail. It must also give details of the manner in which building materials shall be conveyed from, and down to ground level.
- 11.3. No building project of duration more than six months will be considered.
- 11.4. An application will only be considered if the applicant's levies are paid up to date.
- 11.5. In the event of any internal walls being demolished, building plans by a registered architect or structural engineer must be submitted, accompanied by a statement that the removal of such walls shall not compromise the structural integrity of the building.
- 11.6. At the sole discretion of the Trustees, they may require the owner concerned, to deposit a sum of money with the managing agent or the Trustees, as a "building deposit", which shall serve as security in the event of damage being caused to an adjacent unit or to common property. The Trustees shall at their sole discretion allocate funds from this deposit to repair any damage which may be caused to the common property by the applicant's building operations. Where a deposit becomes insufficient, the Trustees shall require a further deposit. When the works are complete, the deposit, less deductions, if any, shall be returned to the owner. The rights of the Trustees in terms of this clause shall not derogate from any other legal rights which the Trustees or Body Corporate may have against affected owners.
- 11.7. In the event that the owner of the section being altered changes the previous plans approved by the Trustees in respect of any alteration then it shall be incumbent upon the owner to bring such change(s) to the attention of the nominated Trustee before the Contractor is instructed to proceed with the change(s). The Trustee may require the amended plans to be reviewed and signed by an Engineer, at his own cost before the work may proceed.
- 11.8. The Trustees shall nominate a Trustee who shall liaise with an owner engaged in any additions and/or alterations contemplated in terms of the above.
- 11.9. All work must be completed within the time period specified under 12.2 above, subject to an extension of time being negotiated between the owner concerned and the Trustees should such extension be required. The Trustees may specify a date by which the work MUST be completed failing which they may impose penalties payable to the Body Corporate.
- 11.10. The amount of such penalties shall be at the sole discretion of the Trustees but shall not be charged at more than three times the monthly levy payable in respect of the unit.
- 11.11. The owner shall ensure that:
 - A list of the full names and ID numbers of all Contractors and their employees allowed on the premises shall be given to the nominated Trustee on the contractor's company letterhead. Any workmen not on the list shall only be allowed onto the premises when their ID No's have been supplied to the Trustee.
 - Contractors shall only park in the area allocated to them by the Trustees. Offending vehicles may be denied entry to the complex until the owner has assured the Trustees that the offense shall not occur again.

- The building contractor or a full-time responsible foreman shall be present on the site for the major part of the shift while work is in progress.
- All contractors are informed of the following working conditions and it is the responsibility of the owners to see that their contractors abide by these. A list of these working conditions shall be provided to owners together with the Trustees' approval. Should any contractors contravene any of these rules, they may be barred from further entry to the complex.

11.12 The contractor shall ensure that

- All building materials and rubble is placed only in the location specifically allocated by the nominated Trustee.
- The contractor is required to sweep up and dispose of building dust and take all reasonable measures to prevent dust infiltrating other sections or the common property. Any dirt or dust that may infiltrate other sections or the common property, in spite of protective measures, must be cleaned up.
- No building rubble may remain on any part of the common property and must be completely removed at the end of each working day.
- Care must be taken when transporting building material or rubble over any portion of the common property, and any dust or mess created must be cleaned up immediately.
- No paint, solvents, cement, plaster or grout slurry may be washed or otherwise disposed of into the storm water or sewage drains. This is not only illegal but can pollute the complex paving or clog/poison the drainage systems. All such material must be put into suitable containers and removed from the property.
- Should the Trustees be dissatisfied with any of the clean-up measures by the contractor, the owner will be notified and an outside company may be commissioned by the nominated Trustee to carry out the cleaning required. The cost thereof will be charged to the owner, for recovery from the contractor.

11.13 Any damage to neighbouring sections or to the common property must be made good at the cost of the owner immediately and, failing this, the nominated Trustee may require that all building operations cease until he is satisfied that the damage has been repaired. It shall be the owner's responsibility to note and record any damage existing before commencing operations and advise the nominated Trustee following which he accordingly shall not be held responsible.

11.14 Obstruction - Should any alteration, addition or decoration obstruct any employees or contractors of the Body Corporate in performing any work on the common property or common services the owner concerned shall be liable for any additional costs incurred.

11.15 All work shall be done only by suitably qualified and where applicable, licensed or registered workmen and contractors. ¹

11.16 If these regulations are infringed in any respect whatsoever and by any

¹ When refurbishing bathrooms and kitchens, it is advisable to renew the plumbing before retiling the walls and floors. Also have the electrical wiring and switchgear checked, particularly the earth leakage safety switch

persons whatsoever, the Trustee nominee is empowered to order the suspension of work until he is satisfied and assured by the owner that there shall be no re-occurrence, failing which the Trustees are empowered to take such appropriate legal action as they may be advised and the entire cost of such action shall be borne by the owner on an attorney and own client scale.

- 11.17 Any contractor employed in any capacity to attend to external or internal additions, alterations or maintenance to any section or exclusive use area shall ensure that such Contractor has Contractors All Risks Insurance policy with sufficient coverage for the contract. Failing which, a warranty period on work done must be furnished in writing.
- 11.18 In the event that the aforesaid condition is not met the Trustees shall have the right to terminate works for as long as the condition remains unfulfilled.
- 11.19 The aforesaid Contractors policy must include:
- 11.19.1 Contracts Works Section and Construction Industry Public Liability policy.
- The owner must obtain a copy of the policy from the contractor, which the owner must ensure is handed to the Trustees for inspection prior to commencement of the works. (The onus rests entirely on the owner concerned to hand a copy of the policy to the Trustees)
- 11.20 If an owner fails to comply with these rules and such failure results in loss, damage or inconvenience to any unit or common property, such owner shall be given two weeks after written notice by the Trustees, or their nominee or the Managing Agents to repair, maintain or rectify the problem. After that, if the owner does not comply with such written notice, the Body Corporate shall be entitled to rectify the owner's failure in such manner as it deems fit and to recover the cost of so doing from such owner.

12. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 12.1. It is recorded that all unit holders have an allocated parking bay.
- 12.2. A speed limit of 15 km per hour shall be observed on the common property at all times.
- 12.3. Vehicles may not be driven within the common property in a manner that is reckless or unsafe, or that creates a nuisance.
- 12.4. Hooters shall not be sounded within the common property other than in emergencies.
- 12.5. Vehicles shall be parked only on such areas of the common property as are specifically indicated for that purpose and in such a way that the flow of traffic and access and egress from parking bays is not obstructed. Should a vehicle be parked in a manner that causes obstruction, the vehicle may be towed away and impounded at the expense of the owner of the vehicle.
- 12.6. Vehicle/s belonging to an owner or resident shall be parked only in that section's parking or garage.
- 12.7. Damaged vehicles, vehicles that are not in general use, vehicles that drip oil or brake fluid on to the common property or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved in advance by the Trustees in writing. Should there be any clean-up required in the case of a contravention of this rule; the cost thereof will be charged to the resident responsible

- 12.8 No trucks, caravans, trailers, boats or other heavy vehicles may be parked on any portion of the common property without the prior written consent of the Trustees. Any of the above mentioned shall be registered with the Trustees and display the unit number of the owner.
- 12.9 No owner or person may dismantle or effect major repairs to any vehicles on any portion of the common property.
- 12.10 Trustees may instruct that any vehicle parked, standing or abandoned on the common property in contravention of these rules is to be removed or towed off the property, at the risk and expense of the owner.
- 12.11 Car alarms that are triggered must be attended to immediately. Should the owner of the vehicle be absent from the complex, and the vehicle alarm causes a disturbance to the residents of the complex, the Trustees will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the owner of the vehicle.
- 12.12 Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle and that no liability shall be attached to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming to be such, may suffer.
- 12.13 Owners must advise their visitors that no parking bays are available in the complex but on the grass verge
- 12.14 Garage doors shall be kept closed at all times.
- 12.15 Residents may wash their cars in an appropriate place, preferably in their parking bay provided there is no obstruction to the flow of traffic caused or inconvenience to other unit holders. Visitors shall not be permitted to wash their cars in the complex.

13. FURNITURE REMOVAL

- 13.1 Removal trucks shall not be permitted within the complex under any circumstances without prior notification and consent from the Trustees.
- 13.2 Residents or incoming residents who move furniture or engage removers, shall ensure that the removal activities do not obstruct the flow of traffic, and that access to and egress from garages and carports is not obstructed.
- 13.3 The section owner or resident involved shall be liable for any damage whatsoever caused by themselves or their removers.

14. INSURANCE CLAIMS

In terms of recent amendments to the Prescribed Management Rules of the Sectional Titles Act 95 of 1986, Rule 29(4) now reads as follows:

"The owner of a section is responsible for any excess payment in respect of his or her section payable in terms of a contract of insurance entered into by the body corporate, provided that owners may by special resolution determine that the body corporate is responsible for excess payments in respect of specified damage."

In light of the amendment, the Body Corporate hereby resolves by special resolution according to the definition of special resolution contained in the Sectional Titles Act 95 of 1986 that:

- 14.1 The excess payable on an insurance claim submitted by or on behalf of the Body Corporate in terms of the common property shall always be borne by the insured party, which is the Body Corporate itself;
- 14.2 The owner of a section shall without exception be responsible for the insurance excess payable in respect of any insurance claims arising from the geyser or hot water system servicing his section, irrespective of whether such geyser is situated in the section or on the common property at the scheme;
- 14.3 The owner of a section shall be liable for the insurance excess payable in respect of any insurance claim submitted in or with regard to his section subject to paragraph 14.4 below.
- 14.4 The aforesaid is subject to the proviso that if it can be proved that the cause of the damage to a section emanated from the common property at the scheme and it can further be proved that it was due to the neglect of the Body Corporate to attend to the repair or maintenance of any portion of the common property, which gave rise to the incident causing the damage then the Body Corporate will be responsible for payment of the insurance excess.
- 14.5 In the above instance the onus rests on the unit owner to prove on a balance of probabilities that the cause of the damage emanated from the common property, and that the incident resulting in the damage was caused by the neglect of the Body Corporate to attend to the repair or maintenance of any portion of the common property except in the case where as the Body Corporate was not financially stable to attend to the maintenance of the common property and / or wherein a resolution was put forth to owners to raise a special levy for such maintenance was not passed by owners.
- 14.6 The provision contained in paragraph 14.5 above does not affect the section owner's right (which right admits of being ceded) to claim the insurance excess from any other section owner in the appropriate circumstances e.g. where the damage has been caused by the other section owner's negligence.
- 14.7 It is the section owner's responsibility to take all reasonable precautions to prevent loss, damage, destruction to his section and the common property.
- (The Body Corporate insurance policy does NOT cover the personal belongings of residents and residents are strongly advised to keep the contents of their section adequately insured in the event of fire, theft or any other unforeseen eventuality.)

15. COLLECTION OF LEVIES

- 15.1 The purpose of a levy is to pay for building maintenance, water, effluent, employees' salaries, gardens, insurance, security, municipal charges for the common property and generally to maintain the building in a prime state. It is the duty of the Trustees to determine the levy in terms of Management Rule 31.
- 15.2 Owners are, in addition, liable for payment for services which are individually metered, such as electricity supplied to their units or exclusive use staff quarters.
- 15.3 Special levies may also be raised by the Trustees from time to time where justified for the purpose of maintenance work, replacements or improvements to the building, in terms of the Management Rules.

- 15.4 The collection of the levies, and payment of all expenses, are administered by the complex's Managing Agent on the instructions of the Trustees. Owners are at present given a period of 7 days of grace at the beginning of each month by which time the managing agents must receive all monies owed by the owner in respect of that month, plus any penalties that may have been levied. Any queries regarding levies and payments must be addressed to the Managing Agents in writing.
- 15.5 Failure to pay monies promptly when due shall result in the debiting of interest to the accounts concerned. The rate of such interest shall be determined from time to time by the Trustees in accordance with Management Rule 31(6)
- 15.6 If levies due are not paid by the 7th day of a calendar month, a warning notice shall be sent out, for which a charge shall be levied by the managing agent, payable by the defaulter. Should non-payment or late-payment be repeated, debt collection action may be taken against defaulters, and the defaulting owner shall be liable for all costs as provided for in Management Rule 31.
- Additionally, in the case of chronic late or non-payment, the owner's name may be sent to a Credit Bureau for blacklisting at the discretion of the Trustees.
- 15.7. In the event of the Trustees initiating legal proceedings against an owner for the recovery of any amount owing to the Body Corporate, the owner in question shall pay all collection commission and/ or any other legal costs incurred in respect thereof, including any attorney and client costs incurred by the Body Corporate in terms of Management Rule 31 contained in Annexure 8 to the Act.

16. TELEVISION AERIALS AND SATELLITE DISHES

Individual television aerials and satellite dishes shall not be installed/ erected on common property without the prior written consent of the Trustees and the Trustees shall be entitled to attach any reasonable condition if, at their sole discretion, such consent is granted.

17. ADDITIONS, ALTERATIONS OR DAMAGE TO THE COMMON PROPERTY

An owner or occupier of a section shall not alter any part of the common property without first obtaining the written consent of the Trustees. This includes attachment of external structures or wiring, marking or painting walls, and driving of nails, screws or other fastenings. Should this rule be contravened the Trustees may restore the common property to its original state at the cost of the offender.

17.1 Notwithstanding sub rule (18.1), an owner or person authorised by him may install-

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

17.1.2 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.

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18. APPEARANCE FROM THE OUTSIDE

- 18.1 The colour scheme of the buildings of the complex is the responsibility of the Body Corporate.
- 18.2 The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, 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.
- 18.3 Air-conditioning units, solar panels and the like shall not be installed at the complex without the prior written permission of the Trustees.

19. SIGNS AND NOTICES

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

20. SLAUGHTERING OF ANIMALS FOR CULTURAL, RELIGIOUS OR OTHER PURPOSES

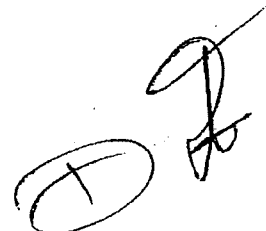
No slaughtering of animals shall be permitted on common property.

21. OCCUPANCY LIMITATION

- 21.1 The permanent occupancy of any section at Shifa Manzil shall be limited to only two persons per bedroom. For the purposes of this clause permanent occupancy shall mean occupancy by a person, i.e. where a person uninterruptedly resides in a section, including sleeping there at night, for a period longer than fourteen days.
- 21.2 In terms of Health Regulations and the Act garages shall not be converted for use as living accommodation or a place of business. Trustees can compel the owner to make such alterations as to restore the garage to its designed usage.

22. ESTATE AGENTS

- 22.1. The owner of the unit being marketed for sale shall ensure that any estate agents marketing his unit in the scheme for sale shall provide a prospective purchaser with a copy of the Conduct Rules;
- 22.2. The owner of a unit shall ensure that any agent who rents a section out on behalf of an owner shall provide the lessee with a copy of the Conduct Rules;
- 22.3. The owner of the unit being marketed for sale shall ensure that the estate agent shall erect or display any "For Sale" or "Show House" or "To let" or similar signage boards within the complex or on its exterior boundaries on Sundays only.
- 22.4. The owner of the unit shall ensure that Agents shall erect or display any "For Sale" or "Show House" or "To let" or similar signage boards within the complex or on its exterior boundaries on Sundays only.

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- 22.3. The owner of the unit being marketed for sale shall ensure that the estate agent shall erect or display any "For Sale" or "Show House" or "To let" or similar signage boards within the complex or on its exterior boundaries on Sundays only.
- 22.4. The owner of the unit shall ensure that Agents shall erect or display any "For Sale" or "Show House" or "To let" or similar signage boards within the complex or on its exterior boundaries on Sundays only.

23. INDEMNITY

The Body Corporate, Managing Agents, Trustees and Body Corporate staff shall not be liable for any injury or loss or damage of any description which an owner or occupier of a section or any member of his family, or his staff, or friend, acquaintance, visitor or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual units by reason of any defect in the common property, its amenities or in the individual units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.

The Body Corporate or its agents and staff shall not be liable or responsible in any manner whatsoever for the loss, receipt or non-receipt, or the delivery or non-delivery, of goods, postal matter, or any other property.

It is further recorded that the Body Corporate, its Managing Agent, duly elected Trustees and all employees specifically indemnify themselves against any damage, loss or injury suffered by any person from whatever cause within a section at the scheme.

24. THE IMPOSITION OF FINES BY THE TRUSTEES IN CERTAIN CIRCUMSTANCES

The Trustees on behalf of the Body Corporate reserve the right to fine an owner (who will then have to collect the fine from his tenant/agent/invitee/staff member) should the owner or the tenant/agent/invitee/staff member be in contravention of these Conduct Rules.

A fine will be imposed after 2 written warnings have been given to the owner in question (notwithstanding that such warning is in respect of the misbehaviour of the tenant, invitee, staff member). A meeting will then be held between the Trustees and the owner concerned, should it be found that the situation has not been resolved after a period of 30 days, the Trustees shall then take all reasonable steps to impose a fine onto the owners levy account, provided that they reasonable notification has been provided to the owner advising of such fine.

The extent of such fine in monetary value is to be R100.00 for the first offence, R150.00 for the second offence and R250.00 for the third offence. These fines have been determined by the Trustees.