

ALTO LIVELLO

GREEN POINT



CONDUCT RULES IN TERMS OF SECTION
10(2)(B) OF THE SECTIONAL TITLE
SCHEMES MANAGEMENT ACT, ACT 8 OF
2011



DATE: _____

TABLE OF CONTENTS

PART 1: PRELIMINARY	1
1.INTERPRETATION.....	1
2.APPLICATION.....	3
3.DIRECTIVES.....	4
4.GUIDELINES.....	4
5.BINDING NATURE	4
6.WRITTEN APPROVAL OF TRUSTEES	5
7.AMENDMENT OF CONDUCT RULES	5
PART 2: ALTERATIONS AND ADDITIONS	5
8.ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY.....	5
9.DAMAGE TO PROPERTY.....	6
10. MINOR EXTERNAL ALTERATIONS	6
11. STRUCTURAL ALTERATIONS	6
12. INTERNAL ALTERATIONS.....	8
13. SUB-DIVISION	9
14. EXCAVATION AND EARTHWORKS.....	9
15. ALL ALTERATIONS AND ADDITIONS.....	9
PART 3: AESTHETICS AND APPEARANCE.....	12
16. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY	12
17. INSTALLATION OF TELEVISION ANTENNAS, SATELLITE DISHES, AIR CONDITIONERS OR SIMILAR DEVICES	13
18. SIGNS AND NOTICES.....	13
19. LIABILITY FOR MAINTENANCE AND REPAIRS.....	14
20. INFRASTRUCTURE AND SERVITUDES.....	14
21. DELIVERIES	15
22. LAUNDRY	15
23. GARDENS AND GARDENING SERVICES.....	15
PART 4: SAFETY AND SECURITY.....	17
24. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS.....	17
25. SECURITY	18
26. ACCESS CONTROL (INDIVIDUALS).....	18
27. ACCESS CONTROL (VEHICLES).....	19
28. SAFETY.....	20
29. DISCHARGE OF FIREARMS	20

PART 5: FIRE, WATER AND WASTE MANAGEMENT	21
30. FIRE MANAGEMENT.....	21
31. WATER MANAGEMENT.....	22
32. WASTE MANAGEMENT AND REFUSE DISPOSAL	22
33. LITTERING	23
34. ERADICATION OF PESTS	23
35. EMERGENCY MANAGEMENT	23
36. LIABILITY	23
PART 6: NEIGHBOURLY ETIQUETTE	24
37. NUISANCE, DISTURBANCE AND NOISE	24
38. PARTIES OR EVENTS	25
39. PARKING, DRIVING AND VEHICLES.....	25
40. CHILDREN	26
41. ANIMALS.....	27
42. OCCUPANCY.....	29
PART 7: USE OF PROPERTY	29
43. EVICTION OF TENANTS.....	30
44. BUSINESS ACTIVITIES.....	30
PART 8: EMPLOYEES	31
45. EMPLOYEES OF THE BODY CORPORATE.....	31
46. EMPLOYEES OF OWNERS OR TENANTS.....	31
PART 9: COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION	31
47. COMPLAINTS	31
48. DISPUTE RESOLUTION THROUGH THE COMMUNITY SCHEMES OMBUDSMAN....	32
49. DISPUTE RESOLUTION THROUGH ARBITRATION.....	32
PART 10: OWNERS' CONTRIBUTIONS.....	32
50. LEVY CONTRIBUTIONS	32
PART 11: CONTRAVENTION OF CONDUCT RULES	33
51. LEGAL COSTS.....	33
52. INTEREST ON ARREAR LEVIES.....	33
53. FINES AND PENALTIES	33
54. RELAXATION OF RULES.....	34
55. IMPOSITION OF PENALTIES AND/OR FINES BY TRUSTEES	34
ADDENDUM A: FINE SCHEDULE	36

PART 1: PRELIMINARY

1. INTERPRETATION

1.1. The following terms, shall have the following corresponding meaning:

- 1.1.1 **“Body corporate”** means a body corporate as defined in Section 1, read with Section 2(1) of the STSMA, and in these conduct rules refers to the body corporate known as Alto Livello.
- 1.1.2 **“Chief ombud”** means the chief ombud as defined in Section 1, read with Section 14 of the CSOSA.
- 1.1.3 **“Common property”** means common property as defined in Section 1 of the STSMA and includes the land included in the scheme, such parts of the building or buildings as are not included in a section, and land purchased by the scheme to extend the common property as envisaged in terms of Section 5(1)(d) of the STSMA.
- 1.1.4 **“CSOS”** means the Community Schemes Ombud Service established in terms of the CSOSA.
- 1.1.5 **“CSOSA”** means the Community Schemes Ombud Service Act, Act 9 of 2011.
- 1.1.6 **“Exclusive use area”** means an exclusive use area as defined in the Sectional Titles Amendment Act, Act 13 of 2022, and refers to a part or parts of the common property for the exclusive use by the owner or owners of one or more sections or by the occupant or occupants thereof recognised by law.
- 1.1.7 **“Guidelines”** means the building, aesthetic, and gardening guidelines of the body corporate.
- 1.1.8 **“In writing”** means written, printed, or lithographed or partly one and partly the other, and other modes of representing or producing words in visible form, including electronic communication.
- 1.1.9 **“Invitee”** or **“visitor”** means a family member, guest, visitor, domestic worker, contractor, service provider, agent of an owner or tenant, including an employee or staff member of an agent, and any other invitee or other person present in a section or on the common property at the request of, or on behalf of, an owner or tenant of a section.
- 1.1.10 **“Local authority”** means the applicable local municipality where the scheme is situated.
- 1.1.11 **“Managing agent”** means a managing agent as defined in Prescribed Management Rule 2(1)(j) of the Regulations to the Sectional Title Schemes Management Act, and refers to any person who provides scheme management services to the body corporate for reward, monetary or otherwise, including any person who is employed to render such services.

- 1.1.12 **“Occupier”** or **“tenant”** means an occupier as defined in Section 1 of the CSOSA, and refers to a person who legally occupies a unit within the body corporate.
- 1.1.13 **“Owner”** means the an owner as defined in terms of Section 1 of the STSMA and refers to a person in whose name the unit is registered at a deeds registry in terms of the STA, or in whom ownership is vested by statute, including the trustee of an insolvent estate, the liquidator of a company or close corporation who is an owner, the executor of an owner who has died, or the representative of an owner, who is a minor or of unsound mind, recognised by law.
- 1.1.14 **“Participation quota”** means the participation quota as defined in Section 1 of the STSMA, and refers to the percentage determined in accordance with the provisions of Section 31(1) or 32(2) of the STA in respect of that section for the purposes referred to in Section 32(3) of the STA, and shown on a sectional plan in accordance with the provisions of Section 5(3)(5) of the STA.
- 1.1.15 **“Provide to trustees”** and **“furnish trustees with”** means to provide the necessary documentation to the trustees, managing agent, or their duly appointed agents.
- 1.1.16 **“Scheme”** means a scheme as defined in terms of Section 1 of the STSMA, and in these conduct rules refers to the body corporate known as Alto Livello.
- 1.1.17 **“Special resolution”** means a special resolution as defined in Section 1 of the STSMA, and refers to a resolution passed by at least 75% calculated both in value and in number, of the votes of the members of the body corporate who are represented at a general meeting; or agreed to in writing by members of the body corporate holding at least 75% calculated both in value and in number, of all the votes.
- 1.1.18 **“STA”** means the Sectional Titles Act, Act 95 of 1986, as amended from time to time, and any regulations made and in force thereunder.
- 1.1.19 **“STSMA”** means the Sectional Title Schemes Management Act, Act 8 of 2011, as amended from time to time, and any regulations made and in force thereunder.
- 1.1.20 **“These rules”** means these conduct rules and **“rule”** shall have a corresponding meaning.
- 1.1.21 **“Trustees”** means the trustees for the time being of the scheme, as duly elected.
- 1.1.22 **“Unanimous resolution”** means a unanimous resolution as defined in Section 1 of the STSMA, and refers to a resolution passed unanimously by all the members of the body corporate at a meeting which at least 80% calculated both in value and in number, of the votes of all the members of the body corporate are present or represented and all the members who cast their votes do so in favor of the resolution; or agreed to in writing by all the members of the body corporate.
- 1.1.23 **“Unit”** or **“section”** means a section as defined in Section 1 of the STSMA, and refers to the property owned by the registered owners, together with the undivided share in the common property.

- 1.2 The clause headings herein are for convenient reference and shall be disregarded in construing and/or interpreting these rules.
- 1.3 Words or expressions to which a meaning has been assigned in the STA, STSMA, and CSOSA, shall bear the meanings so assigned to them.
- 1.4 Unless the context clearly indicates a contrary intention:
 - 1.4.1 The singular shall include the plural and *vice versa*;
 - 1.4.2 Reference to any one gender shall include the other genders; and
 - 1.4.3 Reference to natural persons includes juristic persons, trusts, partnerships, and *vice versa*.
- 1.5 When any number of days are prescribed in these rules, 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 in the Republic of South Africa.
- 1.6 Where numbers are expressed in both words and numerals in these rules, the words shall prevail in the event that there is a conflict between the words and numerals.
- 1.2. The clause headings are for convenient reference and shall be disregarded in construing these rules.
- 1.3. Words and expressions to which their meaning has been assigned in the STA, STSMA and CSOSA, shall bear the meanings so assigned to them.
- 1.4. Unless the context clearly indicates a contrary intention:
 - 1.4.1. the singular shall include the plural, and vice versa;
 - 1.4.2. reference to any one gender shall include the other genders; and
 - 1.4.3. reference to natural persons includes juristic persons, trusts, and partnerships and vice versa.
- 1.5. When any number of days is prescribed in these rules, 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.
- 1.6. Where numbers are expressed in words and in numerals in these rules, the words shall prevail if there is any conflict between the two.

2. APPLICATION

- 2.1 These rules and the provisions of section 13 of the STSMA, as amended from time to time, are applicable to and binding upon the trustees, the managing agent (if so contracted) and all owners, tenants (lessees), and other occupiers of sections.
- 2.2 It shall be the responsibility of an owner to ensure compliance with these rules by the tenant (lessee) or the occupier of his section, including, his invitees. The owner undertakes to:

- 2.2.1 provide a copy of the rules to his tenants, and to ensure that such tenants fully understand and are familiarised with these rules; and
 - 2.2.2 inform his invitees, and where necessary, provide such invitees with a copy of the rules to ensure such invitees fully understand and are familiarised with these rules.
- 2.3 The owner is strictly liable for payment of any damages caused by, and for any penalties or fines imposed on him, due to the actions of his lessees and/or invitees.

3. DIRECTIVES

- 3.1 The trustees may, from time to time, issue directives in connection with any conduct rule.
- 3.2 The directives shall not be in conflict with any management or conduct rule
- 3.3 The directives shall provide direction as to the practical application of a conduct rule:
 - 3.3.1 the trustees may through their directives regulate, guide, and clarify practical matters pertaining to a conduct rule; and
 - 3.3.2 the nature and effect of such directives are not to create further conduct rules through their issuing, unless such directives are duly incorporated into the conduct rules, by amending these rules, as per rule 7 below.

4. GUIDELINES

- 4.1 The trustees may from time to time prepare and revise guidelines in respect of alterations or additions, aesthetics, and appearance as referred to hereinbelow:
 - 4.1.1 the guidelines may contain specifications and sketch plans as to the nature, design, material, color, and manner of installation required in respect of alterations or additions to ensure uniformity of construction.
 - 4.1.2 the members agree to be bound by any reasonable directives so imposed by the trustees as set out hereinabove and hereinbelow.
- 4.2 Unless the existing guidelines were approved by the members by ordinary resolution at the meeting at which these conduct rules were adopted, the guidelines shall be adopted at any subsequent annual or special general meeting by majority vote.
- 4.3 At every annual general meeting, any amendments proposed by the trustees shall be tabled for consideration and approved by the members way of ordinary resolution, special resolution, or unanimous resolution, as required in terms of the STSMA.
- 4.4 The guidelines, upon majority approval shall, by virtue of these conduct rules, be binding upon owners and tenants and shall be strictly adhered to by them.

5. BINDING NATURE

- 5.1 The provisions of these rules, the management rules, and the duties of the owner in relation to the use and occupation of sections and common property shall be binding on the owner of any section and any lessee or other occupant of any section, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests, and any member of his family, his lessee, or his occupant.

5.2 The owner shall be liable for any contravention of the rules of his tenants, employees, invitees, or visitors, whatsoever.

6. WRITTEN APPROVAL OF TRUSTEES

6.1 Written approval shall mean any approval signed by a trustee and the estate manager, or a trustee and the managing agent, or the Chairperson, or two trustees.

6.2 The trustees may withdraw such approval in the event of the contravention of any condition outlined by the trustees.

7. AMENDMENT OF CONDUCT RULES

7.1 These rules shall only be amended, and such amendments be enforceable on the owners, tenants, and invitees, if:

7.1.1 such amendments are proposed by the trustees, owners or registered bond holders, or their respective proxies;

7.1.2 by means of a special resolution;

7.1.3 whereby 75% of the quorum's vote in favor of such amendments.

7.2 After approval, such amendments have to be put in writing and registered with the CSOS.

7.3 Only after approval at a Special General Meeting, and registration with the CSOS, will any amendment to these rules be valid and enforceable.

PART 2: ALTERATIONS AND ADDITIONS

8. ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY

8.1 An owner or tenant 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.

8.2 An owner or person authorised by him may not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, carport covers, steps, braais, fire pits, boma's or similar items without the prior written consent of the trustees, who may attach reasonable conditions to their consents and which consent shall not be unreasonably withheld.

8.3 A request for the trustees' consent or approval contemplated in rules 8.1 and 8.2 above, must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colors, and location of the proposed item.

8.4 The trustees' consent for such structures as contemplated in rule 8.2 above, may at any time be withdrawn in the event of non-compliance with the imposed conditions:

8.4.1 in the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his own cost; and

- 8.4.2 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 is 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 or its trustees, employees or contractors for any damage resulting therefrom.

9. DAMAGE TO PROPERTY

- 9.1 No owner, employee or invitee shall cause or permit any act which might result in damage or disfigurement of any section or common property or any part thereof.

10. MINOR EXTERNAL ALTERATIONS

- 10.1 An owner or person authorised by him, may install:
- 10.1.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section, provided;
- 10.1.1.1 the front security door is to be white and identical in specification of the other units or sections within community scheme, as set out by the trustees;
- 10.1.1.2 the burglar bars are to be white and identical in specification of the other units or sections within community scheme, as set out by the trustees;
- 10.1.2 any screen or other device to prevent the entry of animals or insects,

on his unit, provided that the trustees first approved same, in writing, together with the nature and design of the device and the manner of its installation.

- 10.2 No exterior blinds, awnings or other fittings shall be installed, save with the prior written approval of the trustees.
- 10.3 Blinds, awnings, and other fittings which are visible to the public view shall, at all times, be maintained in a state of good repair and clean condition, failing which the trustees shall have the right to require their removal, alternatively to attend to the repair or removal thereof at the cost and expense of the owner; and
- 10.4 Colors and types of any blinds and awnings or of exterior paintwork on doors, windows and window frames shall conform to the architectural standards set down by the trustees.

11. STRUCTURAL ALTERATIONS

- 11.1 Any structural alteration affecting a section and the common property and alterations to work, plumbing, electrical installations, or conduits, may only be carried out after:
- 11.1.1 compliance with all relevant provisions of the STA, the STSMA, their regulations and the rules;
- 11.1.2 obtaining the written approval of the local authority, if applicable; and
- 11.1.3 obtaining the written consent of the Trustees, which may be accompanied by conditions.

- 11.2 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.
- 11.3 In addition to any other relevant rules, the following rules 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 enclosure of balconies, the removal, creation, or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section:
- 11.3.1 a written application with specifications, time frames, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their provisional consent;
 - 11.3.2 the trustees may grant provisional consent, or refuse such consent with reasons being furnished;
 - 11.3.3 the consent may also be accompanied by reasonable conditions;
 - 11.3.4 the trustees may request that a report by a structural engineer or architect be furnished;
 - 11.3.5 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;
 - 11.3.6 the application must contain details of the manner in which any building materials and/or equipment will be conveyed within the scheme and the volumes of such materials;
 - 11.3.7 before final approval, the owner must obtain 75% written approval from owners in the scheme, this must include approval from immediate neighbors, and same should be submitted to the trustees for consideration;
 - 11.3.8 the trustees shall, at the written request of any owner, convene a special general meeting to discuss the proposals above and the owners may veto, amend, or approve such proposals by way of special resolution;
 - 11.3.9 a copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees;
 - 11.3.10 if considered necessary by the trustees, they may consult an architect, engineer, legal advisor, or other professional consultant, regarding the proposed alterations;
 - 11.3.11 within 30 (thirty) days of obtaining all the required information and advice, the trustees shall consider the application, reach a reasonable final decision, and advise the applicant of such decision;
 - 11.3.12 if refused, reasons must be given and if reasons are not given, the owner is entitled to request same;
 - 11.3.13 the consent may also be accompanied by reasonable conditions;

- 11.3.14 a deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence:
- 11.3.14.1 the deposit shall serve as the owner's security against any damage caused to the common property, other units, or the owner's unit, for whichever reason, in order for the trustees to replace or repair same;
 - 11.3.14.2 if the damage suffered by such alterations exceeds the deposit amount, the owner is liable for such excess;
 - 11.3.14.3 on completion of the alterations the trustees or managing agent shall pay the deposit (or part thereof) back to the owner along with interest earned thereon, if any; and
 - 11.3.14.4 the deposit is to be paid back within 60 (sixty) days after the owner has advised the managing agent or trustees in writing of the completion of the work,
- 11.3.15 if an owner (or person authorised by him) 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 rules 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 own cost, failing which the trustees may attend to the repair or removal thereof at the cost and expense of the owner.

12. INTERNAL ALTERATIONS

- 12.1 An owner may make reasonable alterations to the interior of the sections without the written consent of trustees, except any internal alterations more specifically addressed hereunder.
- 12.2 In addition to any other relevant rules, the following rules shall apply in respect of any work which involves any internal refurbishment, renovation or redecoration of a section which affects the internal walls, ceiling, foundation, or sanitary ware:
- 12.2.1 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; and
 - 12.2.2 the trustees shall within 14 (fourteen) days, convey their consent to proceed, with or without conditions and/or guidelines as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given;
 - 12.2.3 an owner may not proceed with such internal alterations without such consent.
- 12.3 An owner or occupants of a unit shall not be entitled to interfere with electrical installations and plug ports unless such work is undertaken by a licensed electrician and an electrical compliance certificate is issued in respect thereof.
- 12.4 Repairs and maintenance of whatever nature as well as the repair and/or maintenance of any electrical plumbing or other reticulation, are the responsibility of the owner of that unit and neither the Managing Agent nor any employee of the Body Corporate are to be requested to attend to such matters.

13. SUB-DIVISION

- 13.1 No owner shall subdivide or partition any section, or exclusive use area, or any part thereof without first obtaining the prior written approval of the trustees which, in giving such approval, the trustees may attach conditions thereto as they, in their discretion, shall deem fit.
- 13.2 In particular, no owner, in any manner whatsoever, may embark upon a time sharing or similar scheme in respect of any section, or part thereof by way of marketing, leasing, selling or in any other form or method of alienation.
- 13.3 If an owner or tenant fails to comply with any of these provisions, or if the failure persists, after receipt of 30 days written notice to repair or maintain given by the trustees or the managing agent, the body corporate shall be entitled to remedy the failure in such a manner it deems fit and to recover the cost of doing so from such owner or tenant.
- 13.4 Any alterations must be completed within a time frame stipulated by the trustees:
- 13.4.1 penalties and/or fines, as set by the trustees will be charged if the work is not completed within the allotted time frame.

14. EXCAVATION AND EARTHWORKS

- 14.1 All excavations with the potential to affect the common property, including but not limited to that adjacent to existing irrigation lines, roadways, and services, shall be submitted in advance to the trustees for approval.
- 14.2 Dust shall be managed, and no soil shall be deposited on public roadways.
- 14.3 Run off from excavations and open areas shall be managed and shall not be channeled towards the common property, or roadways.
- 14.4 No haul vehicles shall queue on roadways or be permitted to park on the common property.
- 14.5 Any awaiting trucks shall turn off their engines when standing.

15. ALL ALTERATIONS AND ADDITIONS

- 15.1 In respect of all work done at the instance of an owner, pursuant to rules 8 to 14 above, the following shall apply:
- 15.1.1 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:
- 15.1.1.1 the owner shall, further, furnish the trustees, managing agent or manager with the contact details of all contractors who intend to enter the premises.
- 15.1.2 the alterations and fixtures shall comply with the provisions contained in the guidelines;

- 15.1.3 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;
- 15.1.4 the owner accepts responsibility, and shall be liable to the body corporate (or other owners, as the case may be), for any damage caused by him, his workmen, or contractors, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising therefrom;
- 15.1.5 the electricity supply of the body corporate, common property or of another owner, may not be used without the specific consent in writing of the trustees, who may access the costs of such usage for the account of the owner;
- 15.1.6 any work done must be done on weekdays during the hours of 08h00 to 17h00 and/or during the hours 09h00 – 13h00 on Saturdays, but not at all on Sundays or proclaimed public holidays;
- 15.1.7 any work done in pursuance must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other tenants and must be concluded as expeditiously as possible, within the time frame specified, if any;
- 15.1.8 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;
- 15.1.9 any deposit payable in terms of rule 11, 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;
- 15.1.10 all charges, damages, expenses, and penalties raised against the owner, his workmen, or contractors, are payable upon demand and if unpaid, the trustees may deduct such items from the owner's deposit and/or add the amount to his levy account;
- 15.1.11 the owner must ensure that his workmen and contractors comply with the relevant provisions;
- 15.1.12 in the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition;
- 15.1.13 if any work done by or on behalf of any owner results in expenses being incurred by the body corporate, 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 levy account;
- 15.1.14 any alteration, improvement, fixture or addition or similar item made or installed by an owner shall be maintained by the owner concerned in a state of good repair and in a clean, neat, hygienic, and attractive condition, at his own expense;

- 15.1.14.1 if an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persist 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 shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner;
- 15.1.15 the trustees shall have the discretion to decide what constitutes a "minor alteration", "structural alteration" or "internal alteration", subject to any guidelines that may be given by members at a general meeting, by 75% majority vote;
- 15.1.16 if an owner (or person authorised by him) effects any work, without obtaining the trustees' consent, or fails to comply with the imposed conditions, or to conform with the guidelines or required quality and appearance, or should an owner in any other way contravene a sub-rule, the trustees may:
 - 15.1.16.1 request an owner to remove such structure at his own cost;
 - 15.1.16.2 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 or its trustees, employees or contractors for any damage resulting therefrom; and
 - 15.1.16.3 notwithstanding the above, an owner or tenant who is in breach hereof, or any guidelines issued in terms hereof, shall be subject to the imposition of a fine in terms of rule 53 below, and
- 15.1.17 any consent granted by the trustees 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;
- 15.1.18 in addition, all activities (including construction and alterations), undertaken on the common property or on any property shall be undertaken in accordance with the prevailing legislation, including but not limited to the following:
 - 15.1.18.1 National Environmental Management Act, 107 of 1998;
 - 15.1.18.2 Occupational Health and Safety Act, 85 of 1993;
 - 15.1.18.3 National Water Act, 36 of 1998;
 - 15.1.18.4 construction regulations, as published from time to time; and
 - 15.1.18.5 municipal by-laws, as published from time to time.

PART 3: AESTHETICS AND APPEARANCE

- 16. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY**
- 16.1 Defacing of common property or exclusive use areas is prohibited, which includes but is not limited to spray paint, acts of vandalism or any damage to structures in the property.
- 16.2 The owner or tenant of a section shall not place or do anything on any part of the common property, or a section, including but not limited to balconies, patios, passages, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section, or that does not conform to the guidelines:
- 16.2.1 owners may only alter the appearance from the outside, as prescribed by the guidelines, or approved by the trustees, including, but not limited to, exterior paint schemes; and
- 16.2.2 no owner or tenant may erect, or allow to be erected, any form of fence on any part of the common property or in exclusive use areas.
- 16.3 Owners and tenants shall ensure that sections are provided with adequate curtaining or blinds at all times and within 3 (three) days of taking occupation.
- 16.4 No tinted glass windows, excluding sand blasted glass, may be installed, or used in any section or exclusive use area.
- 16.5 No items which, in the discretion of the trustees, are aesthetically displeasing or undesirable may be hung over walls, in windows, in corridors or on any part of the building or the common property so as to be visible to the public or other tenants, or that does not conform to the guidelines.
- 16.6 Owners or tenants may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.
- 16.7 Notwithstanding rules 16.2, 16.3 and 16.5 above, an owner or tenant may not, without the prior written consent of the trustees place, store or leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left.
- 16.8 No person may place, store, or leave a bicycle on any part of the common property, except with the written consent of the trustees.
- 16.9 No structures, including but not limited to, umbrellas, patios, braai facilities, saunas and jacuzzis, which are of a permanent or semi-permanent nature may be built on the common property without prior approval from the trustees and compliance with the applicable legislation.
- 16.9.1 The owner or tenant of a unit may apply for approval of a temporary structure, provided that such structure does not detract from the appearance of the building or the scheme as a whole.
- 16.10 No owner or occupier shall erect or cause to be erected or installed any CCTV cameras, lights, or lighting apparatus on any part of the common property or exclusive use area without the written consent of the Trustees first having been obtained.

16.11 Should an owner or tenant place, do or store anything contrary to this rule, the trustees may require an owner to remove such object;

16.11.1 notwithstanding this provision, an owner or tenant who is in breach or non-compliance with the provisions of this rule, shall be subject to the imposition of a fine in terms of rule 53 below.

17. INSTALLATION OF TELEVISION ANTENNAS, SATELLITE DISHES, AIR CONDITIONERS OR SIMILAR DEVICES

17.1 No owner or tenants will attach any satellite dish, television antenna, air conditioner, or similar devices to the building or to the relevant unit in such a way as to be visible from outside without the prior written consent of the trustees.

17.2 The trustees shall have the power to arrange for the summary removal of such devices erected contrary to these rules and to impose fines or take steps necessary in terms of these rules.

17.3 It is recorded that such existing devices are common property and that repairs to them or maintenance are to be arranged through the managing agents and not by the owners or tenants themselves.

17.4 Owners and tenants who arrange repairs or maintenance contrary to these rules will be personally liable for damages suffered by the body corporate as a result of such actions.

18. SIGNS AND NOTICES

18.1 No owner or tenant of a section 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, notwithstanding, a section that goes on show may:

18.1.1 on the day of the show, have the minimum number of pointer boards required to point out that the section is on show, and may only be placed and erected at 10h00 and be removed by 17h00 that same day;

18.1.2 on the day of the show, the estate agents and owners shall ensure that an access control guard with an access sheet is at the gate, to regulate the entry of prospective buyers or tenants;

18.1.3 place one for sale sign at the access gate only, and such sign:

18.1.3.1 must be place in such a manner so as not to obscure any persons vision path; and

18.1.3.2 may only be placed in accordance with conditions imposed by trustees

18.1.4 furnish the estate agents with a remote to gain access to the section up for sale,

and the owners shall ensure that the estate agents adhere to the conduct rules, and owners will be liable for any contravention of conduct rules by estate agents and prospective buyer and tenants.

18.2 The trustees may remove such sign, notice, flag, billboard, or advertisement in the event that no written permission having been obtained:

18.2.1 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 tenant shall have no claim against the body corporate or the trustees as a result of their functions performed in terms of this provision.

18.3 Advertising campaigns by any company in the scheme, by any means, including main gate hand-outs, leaflet drops, e-mail campaigns, signage, giveaways, promotions, competitions, flags are not allowed within the scheme unless specifically approved by the trustees.

19. LIABILITY FOR MAINTENANCE AND REPAIRS

19.1 It is the duty of the body corporate to maintain the common property and to keep it in a state of good and serviceable repair:

19.1.1 the cost of maintaining and repairing the common property is to be borne by the body corporate.

19.2 An owner is required to maintain his unit in a state of good repair:

19.2.1 the cost of repairing any fittings or maintaining the interior of the unit will be borne by the owner, including but not limited to, maintenance and upkeep of:

19.2.1.1 interior paint and plaster;

19.2.1.2 sewers and water pipes, remedying of blockage of sewers and sanitary equipment and connections;

19.2.1.3 interior appliances forming part of the unit;

19.2.1.4 ceilings; and

19.2.1.5 electrical plugs and fittings.

19.3 If an owner fails to maintain or keep his unit in a state of good repair or fails to maintain and such failure persists for a period of 30 days after written notice, the body corporate is entitled in terms of the rules to remedy the owner's failure and to recover the reasonable costs of doing so from such owner.

20. INFRASTRUCTURE AND SERVITUDES

20.1 The roadway in the development belongs to the body corporate and constitutes a public roadway and the legislated rules of the road apply.

20.2 Should any offence be committed, in terms of illegal parking or irresponsible behavior, the applicable action will be taken by the trustees or the managing agent or by the responsible party acting on behalf of the body corporate.

20.3 All pavements directly adjacent to the roadway are the property of the body corporate and fall under its management.

20.4 All pavements are to remain clear and no storage of materials, other items, parking or driving upon or any encroachment thereon is permitted.

- 20.5 All walkways forming part of the common property of the body corporate are managed and maintained accordingly.
- 20.6 All water and sewerage infrastructure between the outer boundaries of the development and leading up to and no further than the boundaries of individual unit, inclusive of water meters servicing each individual unit erf, be they located on the unit erf or on the common property, is the property of body corporate:
- 20.6.1 maintenance of all such infrastructure is the responsibility of the body corporate, except all such infrastructure within the boundaries of the unit, exclusive of water meters, is the responsibility of the owner of that unit.
- 20.7 Any damage to roadways, pavements, walkways, or other infrastructure will constitute an offence and action shall be taken against or cost of repairs recuperated from the responsible party.

21. DELIVERIES

- 21.1 All deliveries must occur via post-boxes or other designated delivery receipt areas.
- 21.2 No employee of the body corporate may accept any parcels or letters on behalf of the owners or tenants.
- 21.3 No stockpiling of goods and materials shall be permitted on the common property, roadways, and pavements:
- 21.3.1 any item left for a period exceeding 30 (thirty) minutes shall be removed and disposed of unless consent has been given by the trustees.
- 21.4 The body corporate, its trustees, agents, or representatives do not accept any liability for stolen or lost goods.

22. LAUNDRY

- 22.1 An owner or occupier of a section shall not, without the consent in writing of the trustees, hang any washing or laundry or any other items in windows, balconies, balustrades, or on any part of the buildings or the common property so as to be visible from outside the buildings or from any other section.
- 22.2 Washing may only be hung out to dry in the allocated areas including, free-standing, or collapsible wash line (only applicable in garden units).
- 22.3 An owner or occupier of a section shall not erect his own permanent washing line (which includes a retractable washing line) and must be a free-standing clothes hanger, preferably in line with the height of the balustrade of the section:
- 22.3.1 such free-standing clothes hangers may only be erected whilst in use and must be removed when not in use.
- 22.4 Any washing hung out to dry is done entirely at own risk.

23. GARDENS AND GARDENING SERVICES

- 23.1 The body corporate shall be responsible for the upkeep and improvement of the common gardens and lawns situated within the common property:

- 23.1.1 the extent and frequency of the upkeep of the common gardens and lawns shall be in the sole discretion of the trustees;
- 23.1.2 an owner, tenant or occupier may not plant, remove or damage any shrub, tree, or plant on the common property without the prior written approval of the trustees, who may impose conditions;
- 23.1.3 no plants or flowers may be picked from, nor any damage be caused to the garden areas on the common property and the natural flora or fauna shall not be destroyed, removed, or damaged in any way without prior written consent of the trustees.
- 23.2 An owner shall be responsible for any damage caused to any section, exclusive use area, or any part of the Common Property caused by the roots, or any part of, a tree, shrub, or plant, planted in his section or unit.
- 23.3 An owner or occupier of a unit or section shall not cause garden tools or any other equipment to be kept in any place where they will be visible in any way from any other section or any portion of the common property or in a manner which is aesthetically displeasing in the opinion of the trustees.
- 23.4 As the common gardens within the common property is for the benefit of all residents and enhances the value of each unit, no owner or tenant may, or permit to, damage or alter flowerbeds or plants.
- 23.5 Owners and tenants must ensure that their individual gardens, if any, are:
- 23.5.1 maintained in a neat and tidy condition, which includes:
- 23.5.1.1 mowing of grass or lawns;
- 23.5.1.2 trimming of edges;
- 23.5.1.3 pruning or trimming of plants and trees; and
- 23.5.1.4 removal of fallen leaves,
- 23.5.2 free from noxious weeds, invader, or illegal plants species;
- 23.5.3 free from any trees or plants which may cause damage to any foundation, wall, or structure within the scheme;
- 23.5.4 free from any tree or shrub whose growth potential may block the view of a portion of sunlight of an adjoining unit or whose root structure may cause damage to the buildings, common property, or any reticulation; and
- 23.5.5 free from any pet excrement or other materials that may cause a health risk or foul odors.
- 23.6 Owners, tenants, and occupiers shall be permitted to place and keep on his balcony such pots and pot plants or flower boxes on his balcony railing and garden furniture, being furniture meant and designated for outside use, as may be approved by the Trustees from time to time.
- 23.6.1 The trustees reserve the right to instruct an owner or occupier to remove such pot plants, pots or garden furniture or flower boxes on his balcony railing, or

- items of a similar nature from his balcony or exclusive use area, if in the discretion of the trustees, such item or items are undesirable when viewed from the outside of a section.
- 23.7 Private use of implements, equipment and tools and equipment belonging to the body corporate is not permitted without the prior written consent of the trustees.
- 23.8 Wall plants and creepers must not be allowed to encroach on adjoining exclusive areas, or higher than the perimeter and garden walls, or cause damage to fascia boards, roof tiles etc. Any damage caused will be repaired by the Body Corporate for the account of the owner.

PART 4: SAFETY AND SECURITY

24. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- 24.1 An owner or tenant 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 on any insurance policy or which would render void any insurance effected over the property:
- 24.1.1 this rule does not apply to the storage of fuel or gas in:
- 24.1.1.1 the fuel tank of a vehicle, boat, or engine; and
- 24.1.1.2 a fuel tank or gas cylinder kept for domestic purposes.
- 24.2 No gas installation may be installed in respect of a section or on the common property without the prior written consent of the trustees, and subject to compliance with their conditions.
- 24.3 All gas installations in buildings shall be certified and the Flammable Substances Certificate and Certificate of Compliance from the registered installer and annual inspection report from the registered installer shall be supplied to the trustees or their agents upon request:
- 24.3.1 the owner, tenant or occupiers must further ensure that the gas installation is in accordance with the standards enshrined in the SANS 10087 regulations;
- 24.3.2 the installation of an internal gas bottle may not exceed 9 (nine) kilograms or be stored in a confined space;
- 24.3.3 any increase in the insurance premium of the community scheme shall be borne by the owner; and
- 24.3.4 no gas cylinders shall be installed in the common property, or in any manner which compromises the appearance and aesthetics of the community scheme.
- 24.4 No owner, tenant or occupier shall be permitted to ignite or set off any firework, firecracker, or any other pyrotechnics device within the community scheme under any circumstances.
- 24.5 The owner or occupier of any section shall not cause, or permit to be used anywhere in the building (including his section) or on the common property (including exclusive use area) any hand or power tools, implements, equipment, devices, utensils, or any other things whatsoever which interfere with the radio or television reception, or which create any sound or noise, smells, or fumes to which any other owners or occupiers may reasonably object:

- 24.5.1 No owner or occupier may store or permit to be stored any power tools and equipment and/or similar items, including work benches, work tables in or on any part of the common property or his / her exclusive use area, including but not limited to the balcony and balcony area of his / her section, and the carport designated to him / her for use.

25. SECURITY

- 25.1 All persons shall abide by these rules and shall adhere to the requests or instructions of security.
- 25.2 Security is permitted to do random searches in the presence of an officer of the South African Police Services, as well as, to prohibit entry to, or request that people leave the premises, at their discretion.
- 25.3 All persons shall abide by any security directives issued by the trustees from time to time.
- 25.4 Security guards are prohibited from giving assistance in respect of private matters of any person, except in emergency situations, whereby security assistance is needed.
- 25.5 No persons shall be permitted in the guard house or shall interfere with the duties of security personnel at any time.
- 25.6 Each owner and/or tenant shall be responsible for security on their section.
- 25.7 The body corporate, if it so chooses, for more effective control of security in the area, may require that any and all security companies servicing the unit coordinate their activities with that of the body corporate.

26. ACCESS CONTROL (INDIVIDUALS)

- 26.1 Access is at own risk.
- 26.2 All authorised owners and tenants are allowed entry to the main gate entrance and any other entrance.
- 26.3 No owner or tenant will tamper, or allow to tamper, with the access gates:
- 26.3.1 any person found tampering with the gate, will be liable for the costs of repair; and
- 26.3.2 no one may place anything in front of the gate sensor to keep the gate open.
- 26.4 Security officials are authorised to deny entry to vagrants, known loiterers, hawkers, and door-to-door salespersons, as well as, to ask for identification of anyone entering the site, and may refuse entry to anyone unwilling or unable to provide identification.
- 26.5 Security may request that a person who raises suspicion consents to being searched in the presence of a member of the South African Police Services before allowing entry.
- 26.6 Owners may purchase access control remotes or tags which automatically allows access to the premises, provided that:
- 26.6.1 an owner or tenant may only possess three tags per household;

- 26.6.2 the owners inform the trustees of any such purchase or any change of possession of such remotes or tags;
 - 26.6.3 the owners compile a comprehensive list as to who is in control of such access control remotes or tags, including the possessors name and contact details;
 - 26.6.4 the trustees may, from time to time, request such comprehensive list; and
 - 26.6.5 the owners notify the trustees timeously if any access control remotes or tags are lost.
- 26.7 Access control remotes or tags are transferable from one tenant to another, provided that the trustees are informed of such transfer of possession.
- 26.8 Any tenant(s) vacating any section are prohibited from possessing such access control remotes or tags, after vacating, and owners of the relevant sections are obliged to request such tenants to return the access control tags or remotes to them, or alternatively informing trustees if such tenant(s) refuse to relinquish their access control tags and remotes.
- 26.9 An owner shall not be entitled to use their access control remotes, biometrics or tags, alternatively the body corporate may deactivate such access control remotes or tags, if:
- 26.9.1 any contribution payable by him in respect of his section and his undivided share in the common property have not been duly paid after a court or adjudicator has given a judgment or order for payment of that amount; or
 - 26.9.2 he persisted in breach of any of these rules, after a court or an adjudicator has ordered that member to refrain from breaching such rule,
- until such contribution payable or breach in rules is settled or rectified, whereby such access will be reinstated.

27. ACCESS CONTROL (VEHICLES)

- 27.1 Access is at own risk.
- 27.2 No claim of whatsoever nature against the body corporate, its trustees, agents, or servants, arising out of any damage to a vehicle while parked on the site or arising out of the enforcement of these rules shall be considered.
- 27.3 Tailgating is prohibited.
- 27.4 Drivers with unlicensed or unroadworthy vehicles will be prohibited from entering the premises.
- 27.5 Vehicles with trailers exceeding 10 (ten) meters in length will not be permitted entry to the site unless prior arrangements have been made.
- 27.6 Excessively noisy vehicles or those emitting excessive exhaust fumes or those leaking oil or hydrocarbons shall not be permitted into the site.
- 27.7 Vehicles with a carrying capacity exceeding 4000 (four thousand) kilograms may not enter the scheme under any circumstances.

- 27.8 Security may stop and request the driver of any vehicle that emits loud music to reduce the volume of his music and may refuse entry of the vehicle into the area if the driver of a vehicle entering the area refuses to comply with the request.
- 27.9 Security may stop and inspect any vehicle entering the site to ensure that it is compliant with the above requirements and may refuse entry to any vehicle that is not.
- 27.10 Security may stop and request that any vehicle entering or leaving the area and raises suspicion be searched in the presence of an officer the South African Police Services before allowing it to continue on its way.

28. SAFETY

- 28.1 An owner and tenant of a section must at all times ensure that the security and safety of all owners, tenants and their property are preserved and in particular must ensure that:
- 28.1.1 upon entering or leaving the premises, all security gates or doors are properly closed;
 - 28.1.2 such gates or doors are never opened for unknown or unidentified or uninvited persons;
 - 28.1.3 security gate keys, access controls and access codes to permit access to common property are handled responsibly;
 - 28.1.4 instances of lost security gate keys or access controls are immediately reported to the trustees and the replacement, or the issue of additional security gate keys and access controls must only be administered via the trustees;
 - 28.1.5 they comply with the directives issued from time to time by the trustees pertaining to this rule;
 - 28.1.6 ensure that their guests, visitors, or employees comply with the security measures imposed by the trustees; and
 - 28.1.7 in relation to children, owners or tenants shall, at all times be responsible to supervise the behavior of their children and shall be personally liable for any damages to common property or the property of other owners as a result of the conduct of such children:
 - 28.1.7.1 when children are also in breach of any of the rules, owners will be fined.

29. DISCHARGE OF FIREARMS

- 29.1 No owner or tenant of a section shall discharge or allow to be discharged any firearm (as determined by the Firearms Control Act, 60 of 2000) in any section or any part of the common property, unless loss of his life may result from failure to do so:
- 29.1.1 in such event, a detailed report is to be handed to the trustees for evaluation.
- 29.2 No owner or tenant of a section shall carry a firearm on the common property in such a manner as to be visible to other people.

- 29.3 Owners and tenants will adhere to all provisions in the Firearms Control Act, 60 of 2000, including but not limited to, the possession, use, storage, and transportation of firearms in the scheme.
- 29.4 Any owner or tenant who contravenes this rule, shall be prohibited from carrying a firearm in the common property.
- 29.5 The trustees will report, and inform, the South African Police Service of any contravention of this rule

PART 5: FIRE, WATER AND WASTE MANAGEMENT

30. FIRE MANAGEMENT

- 30.1 No owner or tenant of a section shall tamper or allow to be tampered with any firefighting equipment on the common property, nor shall they park or allow to be parked any vehicle so as to obstruct access to any fire hydrant on the common property.
- 30.2 No open fires or braais shall be permitted on the common property.
- 30.3 No owner or tenant of a section shall allow any form of fire inside his unit:
- 30.4 Any open fires in contravention of the above, shall be immediately reported to security at the main gate.
- 30.5 All inflammable items must be kept in a safe place, and out of reach of children.
- 30.6 Owners shall supply and service their own fire extinguishers, hoses, and equipment, which shall be served from a metered supply on their individual unit.
- 30.7 Owners are liable to provide uninterrupted access to firefighting equipment at all times within their premises.
- 30.8 Trustees may, from time to time, issue fire management directives or protocols in the event of an open fire emergency, which owners and tenants should adhere to in such emergency situations.
- 30.9 To this end, the owner and/or tenant shall permit the trustees, the managing agent, and their duly authorised agents and employees, to enter upon his section, from time to time, for the purpose of inspecting the section's fire extinguishers, hoses, and equipment.
- 30.10 If an owner fails to maintain or keep his fire extinguishers, hoses, and equipment in a state of good repair or fails to maintain and such failure persists for a period of 30 days after written notice, the body corporate is entitled in terms of these rules to remedy the owner's failure and to recover the reasonable costs of doing so from such owner.
- 30.11 Owners or tenants are not covered for the contents of their units by the insurance policy covering the buildings and are thus advised to take out suitable insurance cover themselves.
- 30.12 Owners and tenants must take all necessary steps to ensure compliance with the schemes insurance, in that the body corporate will not be liable for any loss or damage that may occur as a result of a fire.

31. WATER MANAGEMENT

- 31.1 All run off, storm water, wash water and irrigation water, shall be directed to drainage areas and drains within the various developments and no water other than rainwater and run off from public roadways shall enter the common drainage system.
- 31.2 All water used for washing and irrigation shall be from private connections on the individual unit.
- 31.3 No use of water connections and outlets on the common property, including firefighting supply, by any party, will be permitted unless authorised by the trustees.
- 31.4 Owners shall adhere to any water restrictions passed by municipal by-laws, from time to time:
 - 31.4.1 the trustees may impose fines, should any owner not adhere to water restrictions mentioned above.

32. WASTE MANAGEMENT AND REFUSE DISPOSAL

- 32.1 The owners and tenants shall:
 - 32.1.1 ensure that their receptacles and refuse bins are hygienic and in a dry condition; and
 - 32.1.2 ensure that before refuse is placed in such receptacle or refuse bin, 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 and such receptacle or refuse bin.
- 32.2 Only designated refuse areas shall be used.
- 32.3 It is the responsibility of the owners or tenants to arrange for the removal of all items and other waste which cannot be placed in the refuse bins.
- 32.4 No bins or waste receptacles may be located on any common property, roadway, or pavement at any time, unless approved or directed by trustees:
 - 32.4.1 refuse bins may be placed in the common property, as follows:
 - 32.4.1.1 for the purpose of having the refuse collected, place such receptacle within the area, and at the times, designated by the trustees in writing from time to time;
 - 32.4.1.2 when the refuse has been collected, ensure that refuse bin or receptacle is placed back at the unit or section timeously,
 - 32.4.2 any waste bin and receptacle located on the common property, except as provided for in this sub-rule, without the prior consent of trustees, shall be confiscated.
- 32.5 All waste areas shall be weather and scavenger proof, shall be screened from view, and shall be cleaned regularly and be free of odor and vermin.
- 32.6 No dumping of waste, or burying, or burning thereof will be permitted.

- 32.7 Owners, tenants, and occupiers are required to ensure that their refuse is disposed of in the recycle bins supplied by the Body Corporate.

33. LITTERING

- 33.1 An owner or tenant of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 33.2 In particular, an owner or tenant of a section may not throw any material or object out of windows or over boundary walls.
- 33.3 An owner or tenant shall remove all items when clearing his postbox and shall dispose of any unwanted items in a suitable refuse container.

34. ERADICATION OF PESTS

- 34.1 An owner shall keep his section free of cockroaches, white ants, borer, and other wood destroying insects, birds, rats, and mice.
- 34.2 It is the responsibility of each owner to ensure that activities inside his section or on the common property comply with all municipal health regulations and that no danger or risk be created or allowed to the health, safety or property of other tenants or their personnel or other persons legitimately present on the premises.
- 34.3 To this end, the owner and/or tenant shall permit the trustees, the managing agent, and their duly authorised agents and 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.
- 34.4 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 which may be damaged by any such pests shall be borne by the owner of the section concerned.

35. EMERGENCY MANAGEMENT

- 35.1 Trustees may implement a development specific emergency response procedure and all owners, tenants and visitors must abide by this procedure.
- 35.2 All evacuation routes must remain accessible and unobstructed at all times and fire escapes and stairs, if any, must be kept clear and free of any obstruction.
- 35.3 All parking bays for emergency vehicles and access to hydrants shall remain clear at all times.

36. LIABILITY

- 36.1 Any person present on the common property or in the individual unit or using any of the services, land, facilities, or amenities of the body corporate does so entirely at his own risk.
- 36.2 No person shall have any claim against the body corporate 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.
- 36.3 The body corporate, its trustees, agents, and employees shall not be liable for any injury, loss, or damage of any description that any person may sustain, physically or to his property

directly or indirectly, in or about the development nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's employees, agents or contractors.

- 36.4 The body corporate and its security does not accept any responsibility for any loss from damage done to any property related to theft or any other criminal activity.
- 36.5 Owners, tenants, and visitors are responsible for their own personal protection from criminal acts.
- 36.6 The body corporate and its security does not accept any responsibility for any theft or damage to vehicles or theft from vehicles on the premises.
- 36.7 Vehicles are driven and parked, within the body corporate, entirely at the vehicle owner or driver's risk.
- 36.8 The body corporate, its trustees, agents, and 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.

PART 6: NEIGHBOURLY ETIQUETTE

37. NUISANCE, DISTURBANCE AND NOISE

- 37.1 Owners shall ensure that their respective activities in, and use of, the common property and of their section or any part thereof or other sections or common property with any services, facilities, and amenities available, shall:
 - 37.1.1 at all times be conducted and carried out with reasonable and diligent care; and
 - 37.1.2 with due and proper consideration of the remaining occupants of the buildings and in accordance with these rules, and the provisions of the STSMA; and
 - 37.1.3 this rule shall likewise apply to the employees, visitors and/or of owners or tenants while they are in the sections and common property.
- 37.2 No owner or tenant may permit anything to be done in his section, exclusive use area or on the common property, which constitutes:
 - 37.2.1 a nuisance or an unreasonable invasion of the privacy of the other tenants of the buildings or permit or cause any disturbance or allow his children or visitors to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of the other tenants; or
 - 37.2.2 any inconvenience to any other owner or tenant of the buildings or member of the body corporate, in quiet enjoyment of their own premises or which is likely to, or in any way tend to, detrimentally affect the benefit, enjoyment, rights of occupation or the interest of any other owner or tenant of the buildings or member of the body corporate.
- 37.3 All owners and tenants shall maintain reasonable quietness between 22h00 and 07h00 and all municipal by-laws applies within the scheme.

- 37.4 Disorderly conduct of any nature, including drunkenness and excessive noise such as shouting, is prohibited on the scheme and neighboring premises.
- 37.5 At all times, all television, radio, and other appliances emitting sound, including musical instruments, should be kept:
- 37.5.1 at audio levels which are not audible from outside of the section; and
 - 37.5.2 to the extent that other owner and tenants are not disturbed.
- 37.6 The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
- 37.7 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 common property without the written permission of the trustees.
- 37.8 No pellet guns, paint ball guns, "BB guns", slingshots, or similar object propelling devices may be discharged on the common property
- 37.9 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-defense and related purposes.

38. PARTIES OR EVENTS

- 38.1 No owner, tenant may conduct parties or other social events in the common property or their individual sections, without obtaining prior written permission from the trustees.
- 38.2 After permission is given by the trustees, the owners or tenants will provide all immediate owners and tenants with a written notice of the party or social event, at least 24 hours before such party or social event will commence.
- 38.3 Owners or tenants shall ensure that they, their employees, visitors, or guests do not make, or create, undue noise or disturbance at any time, especially if such parties or social events take place during office hours.

39. PARKING, DRIVING AND VEHICLES

- 39.1 Vehicle drivers shall adhere to the speed limit of 10 (ten) kilometers per hour whilst driving their vehicles in the common property.
- 39.2 Vehicles are only permitted to park in the demarcated parking areas, which allocation of parking bays will remain at the discretion of the trustees:
- 39.2.1 no vehicle may be parked in driveways or on any other restricted areas or common property.
 - 39.2.2 no vehicle may be parked in such a manner that it occupies more than one open parking bay at a time or any parking bay other than the one allocated to the individual owner;
 - 39.2.3 no vehicle may be parked so as to obstruct the free maneuvering of other vehicles on the common property; and

- 39.2.4 it is strictly prohibited to make use of any of the common property, demarcated parking area or visitor parking bays for the housing of any boats, caravans, trailers, or other such equipment.
- 39.3 No owner or tenant shall be allowed or permit to:
- 39.3.1 reside or sleep in a vehicle or any part of the common property; and
- 39.3.2 allow any unlicensed person to drive any vehicle within the common property.
- 39.4 No motorcycles, or any other vehicles, are allowed to be driven or parked on pedestrian areas.
- 39.5 All owners, tenants, visitors, and other users shall ensure that their vehicles do not drip fuel, oil, brake fluid or any other fluid on to the common property, or in any other way deface the common property:
- 39.5.1 should spills occur, the vehicle in question will not be allowed access to the site, and any cost incurred to remove such spills will be for the drivers account.
- 39.6 No owner or tenant shall be permitted to dismantle or do major repairs to any vehicle or service any vehicle on any portion of the common property.
- 39.6.1 Owners or tenants will be allowed to make minor repairs to their vehicles on the common property, provided that proper precautions are taken to ensure that the common property is not damaged and/or stained in any way, shape, or form.
- 39.7 No vehicles may be washed on the common property.
- 39.8 No hooting, revving, skidding, or screeching of tires shall be permitted on the common property, and any offending driver shall be fined or removed from site by security.
- 39.9 No loud music may emanate from any vehicle on the premises.
- 39.10 Owners of vehicles with defective alarms which are continuously triggered without cause are subject to penalties for every instance that such an alarm is falsely triggered.
- 39.11 The trustees may determine a reasonable penalty for a vehicle, caravan or trailer which is parked, standing, or abandoned on the common property in contravention of these rules, which is to be paid by the owner who owns the vehicle, caravan, or trailer and/or the owner who the vehicle visited.

40. CHILDREN

- 40.1 Any child entering the premises must be accompanied by an adult.
- 40.2 Owners and tenants must ensure that their children, their children's friends, and the children of any of the employees, visitors or invitees must adhere to the conduct rules at all times:
- 40.2.1 children are not allowed to play on driveways or between cars;
- 40.2.2 naturally occurring indigenous animals and birds within the scheme, may not be interfered with, driven off, hurt, or killed, in any way, by children or any other persons;

- 40.2.3 owners and tenants must ensure that when children ride bicycles, tricycles, and any similar non-motorized vehicles, that it is done in a responsible manner and in adherence with the relevant speed limit and road rules;
 - 40.2.4 no stones or other solid objects may be thrown or propelled on the common property;
 - 40.2.5 any ball games, must occur in such a nature that it does not cause any inconvenience, noise, nuisance, danger or damage to any person or their property within the scheme; and
 - 40.2.6 due to safety and noise, no motorcycles, quadbikes, skateboards, roller-skates, "Big Jim" (or similar plastic scooters) or any other devices that emits a similar noise may be operated by any person within the scheme for recreational purposes.
- 40.3 Children under the age of 8 (eight) years old must at all times be supervised by an adult whilst being on the common property.
- 40.4 Owners and tenants shall be liable for any damages, or contravention of the rules, caused by, and as a result of, their children, their children's friends, and the children of any of the employees, visitors, or invitees.
- 40.5 Owners shall be liable for any fine and/or penalty due to contravention of the rules, caused by, and as a result of, their children, their children's friends, and the children of any of their employees, visitors, or invitees.

41. ANIMALS

- 41.1 An owner or tenant may keep animals, subject to certain exceptions (sub-rule 2), provided they have prior written approval of the trustees:
- 41.1.1 owners will further be required to complete a pet registration form, which shall be submitted to the managing agents or trustees, should the trustees deem same to be necessary.
- 41.2 Owners and tenants are prohibited from keeping:
- 41.2.1 any carnivorous animal;
 - 41.2.2 any venomous animal;
 - 41.2.3 any aggressive animal, as defined by the trustees from time to time;
 - 41.2.4 any livestock;
 - 41.2.5 any poultry, pigeon aviaries, apiaries;
 - 41.2.6 any wild animal; or
 - 41.2.7 any other animal deemed inappropriate, for whichever reasons, by the trustees.
- 41.3 The trustees may not unreasonably withhold the approval.

- 41.4 Upon giving written approval, the trustees may prescribe any reasonable conditions for the keeping of any pet:
- 41.4.1 owners must ensure that their animals are tagged displaying the owner's contact information and the unit or section number;
 - 41.4.2 owners must ensure that their dogs and cats are neutered and sprayed;
 - 41.4.3 the trustees may withdraw any written approval in the event of any breach or non-compliance with such conditions.
- 41.5 Owners or tenants will only be allowed to keep the amount of animals as prescribed by municipal by-laws:
- 41.5.1 the trustees will inform the SPCA if any owner exceeds the maximum animals allowed to be kept in terms of municipal by-laws or if any animal cruelty occurs; and
 - 41.5.2 owners are entitled to have 2 (two) pets per unit or section, provided cognizance is given to the size of the animal in relation to the unit or section and the position of the section or unit.
- 41.6 Animals may only roam the common property, if:
- 41.6.1 such animal is accompanied by its owner;
 - 41.6.2 at all times, the animal is kept on a leash;
 - 41.6.3 should the animal excrete any substance on the common property or other units or sections, that such excretion be removed immediately and disposed of; and
 - 41.6.3.1 such owners will be required to be equipped with proper cleaning equipment,
 - 41.6.4 owners refrain from allowing their pets to urinate against buildings or vehicles, or to cause excessive nuisance or noise to other individuals using the common property.
- 41.7 The owners or tenants must obtain prior written approval by the trustees if any visiting animals are brought onto the property for a period longer than 2 (two) days.
- 41.8 The trustees reserve the right to request an owner to remove his animal should it become a nuisance.
- 41.9 In suitable circumstances, the trustees may apply to a court having jurisdiction, for an order or interdict for the removal of any animal, insect, reptile, bird or fish from a section or the common property, and the owner of the relevant section shall be liable for such costs, relating to the application.

- 41.10 The owner shall be liable for any breach or non-compliance of the rules, damage, injury, or nuisance caused by their animals or the animals of their tenants, visitors or invitees to the individual unit or sections, other units or sections or common property.

PART 7: USE OF PROPERTY

42. OCCUPANCY

- 42.1 An owner may let or part with occupation of his unit provided that:
- 42.1.1 the owner may only enter into a lease agreement with a permanent tenant for a minimum period of 6 (six) months;
 - 42.1.2 no such letting and/or parting with the occupation shall in any way release the owner from any of his obligations to the body corporate, or in terms of the rules, or in terms of the STSMA or STA, or any regulation thereto;
 - 42.1.3 as a conditions precedent to any such letting and/or parting with occupation as an integral part of the lease, the owner shall secure from the lessee or the person to whom occupation is given, as the case may be, an undertaking in favor of the body corporate that such lessee or person shall duly observe all these regulations and conditions as are contained in the rules and in the STSMA;
 - 42.1.4 such undertaking shall be lodged in writing with the trustees prior to such lessee or person being given occupation of the unit;
 - 42.1.5 the owner shall, prior to permitting any lessee to occupy the unit, advise the trustees of the name and contact details of the lessee, the time period and furnish the body corporate, through its duly appointed managing agent, with a copy of the lease; and
 - 42.1.6 should the owner not adhere to the above, the owner undertakes that the body corporate can accept that he has familiarized the tenant with the rules upon taking occupation of the unit, and the tenant(s) know and understand the rules.
- 42.2 An owner may let or part with occupation of his unit on a short-term basis, making use of third-party platforms such as AirBnB, LekkerSlaap, or similar, and are subject to the following conditions:
- 42.2.1 Prior to advertising the property on any platforms, the owner is to apply in writing the Trustees, which authorization may not be unreasonably withheld;
 - 42.2.2 The Trustees, when authorizing short-term agreements as aforementioned, may prescribed reasonable conditions to the owner, and the owner agrees to be bound by such reasonable conditions as the Trustees may deem appropriate;
 - 42.2.3 In the event that the owner fails to comply with the reasonable conditions set by the Trustees, the Trustees may withdraw their prior consent;

42.2.4 Once the Trustees have consented to any short-term agreements, and prescribed reasonable conditions, the following additional conditions will apply:

42.2.4.1 An owner is to provide the Trustees, 48-hours before occupation by a short-term lessee, with:

42.2.4.1.1 Personal information pertaining to the tenant. In this regard personal information includes, but is not limited to full names, identity number, occupation, and contact details;

42.2.4.1.2 An exact confirmation of the duration of stay by the short-term tenant, including estimated check-in and check-out dates and times.

42.2.5 Notwithstanding any agreement with any short-term tenant, third-party, or otherwise, the owner concerned confirms that they will be held responsible for the actions of their short-term tenants. In this regard the owners may be held liable for *inter alia* damages caused by their tenants, disruptive behavior by their tenants etc.

42.2.5.1 In this regard the body corporate is to ensure that all reasonable steps are taken to hold the owner liable for damages or inconveniences suffered, and the provisions pertaining to penalties and fines set out hereinbelow shall apply.

42.3 All tenants 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.

42.4 No owner, tenant or occupier of a section shall allow more than two persons per bedroom to reside in a section at any one time:

42.4.1 for purposes of this sub-rule “bedrooms” shall include all rooms originally built for such purpose and shall not include other rooms or areas subsequently converted into bedrooms.

42.5 The owner shall be, and continue to be, liable for any contravention of the rules notwithstanding who is in occupation of the unit.

43. EVICTION OF TENANTS

43.1 The trustees or managing agent may, in writing, notify the owner of any contravention of the rules or the STSMA by his tenant(s), and require him to effect compliance of such rules by the tenants within 7 (seven) days of receipt of such notice.

44. BUSINESS ACTIVITIES

44.1 When the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered section plan, an owner or occupier shall not use or permit his section to be used for any other purpose.

44.2 Except for a sale in execution of a unit:

- 44.2.1 no auction, or similar sales or exhibitions, shall be held on the common property or in a section; and
- 44.2.2 nor may a residential section be used for any business, professional, commercial, or industrial purpose whatsoever without the prior consent of the trustees.

PART 8: EMPLOYEES

45. EMPLOYEES OF THE BODY CORPORATE

- 45.1 Only persons specifically authorised by the trustees, may instruct, or direct, the employees of the body corporate, including security guards:
- 45.1.1 without such authorization, owners, tenants, and visitors of sections may not request any employees of the body corporate to perform any task for them during their working hours.
- 45.2 Owners, tenants, and visitors may not interfere with body corporate's employees in the performance of their duties and must give their full co-operation to such employees.
- 45.3 An owner, or tenant, who has a complaint regarding an employee of the body corporate shall report it to the trustees:
- 45.3.1 no owner, or tenant, may reprimand any member of staff in person, in any way.

46. EMPLOYEES OF OWNERS OR TENANTS

- 46.1 An owner shall be responsible for his employees or the employees of his tenants, and their compliance with the rules.
- 46.2 Permanent employees must be registered by the owner or tenant of a section by completing the permanent employee registration form, such application will be accompanied by:
- 46.2.1 a copy of the employees Identity Document or Passport (and valid South African work permit).
- 46.3 It is the responsibility of the owners or tenants to inform the managing agent within 48 hours if the services of an employee has been terminated so that access can be revoked.

PART 9: COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION

47. COMPLAINTS

- 47.1 All complaints, requests and suggestions must be made in writing to the managing agent or trustees, for their consideration at trustees' meetings.
- 47.2 Owners and tenants may elect to remain anonymous when lodging complaints.
- 47.3 Complaints must be lodged within 5 (five) days of the incident.

48. DISPUTE RESOLUTION THROUGH THE COMMUNITY SCHEMES OMBUDSMAN

- 48.1 The CSOS has been established to provide a dispute resolution mechanism in community schemes.
- 48.2 No legal representation may be present at any CSOS hearing.
- 48.3 An order provided by the adjudicator has the effect of an order issued by a magistrate or high court.

49. DISPUTE RESOLUTION THROUGH ARBITRATION

- 49.1 Arbitration is no longer allowed in terms of CSOS, hence if any dispute arises either between owners or between owners and the Body Corporate the matter should either be referred to the applicable court or CSOS.

PART 10: OWNERS' CONTRIBUTIONS

50. LEVY CONTRIBUTIONS

- 50.1 The owners shall be liable to make contributions, and the proportions in which the owners shall make contributions for the purposes of section 3(1)(a) of the STSMA, or may in terms of section 15 of the STSMA be held liable for the payment of a judgement of debt of the body corporate, shall with effect from the date upon which the body corporate comes into being, be borne by the owners in accordance with a determination made in terms of section 32(4) of the STA, or in the absence of such determination, in accordance with the participation quotas attaching to their respective sections.
- 50.2 The owners agree that all levies are due and payable, monthly in advance, by the 1st day of each month.
- 50.3 The owners agree that ,when any payments are made to the body corporate, such payments will be allocated to current levies first, thereafter the excess of the contributions will be allocated to the arrear contributions, if any.
- 50.4 The levy contributions will consist of:
- 50.4.1 contributions in relation to the administrative and reserve fund;
 - 50.4.2 contributions in relations to any special levy;
 - 50.4.3 additional exclusive use contributions, such as:
 - 50.4.3.1 rates and taxes;
 - 50.4.3.2 water and electricity; and
 - 50.4.3.3 insurance, if applicable,
 - 50.4.4 CSOS levy;
 - 50.4.5 rental, if owner leases part of the common property;

- 50.4.6 legal fees, as more fully dealt with in rule 51 hereunder;
 - 50.4.7 interest, as more fully dealt with in rule 52 hereunder; and
 - 50.4.8 penalties and/or fines, as more fully dealt with in rule 53 hereunder.
- 50.5 The owners further herewith agree that any arrear levies may attract additional administrative costs for such owners at a rate determined and ratified annually and will be charged at a rate to be agreed by and between the managing agent and the trustees:
- 50.5.1 The owners further agree that the trustees and/or managing agent shall be entitled to levy the administrative costs onto the owner's levy statement as a contribution payable by the specific owner.

PART 11: CONTRAVENTION OF CONDUCT RULES

51. LEGAL COSTS

- 51.1 The owners herewith agree that they will be bound by a special resolution, in the event that one is passed by the members, to pay all legal costs, including costs as between attorney and client, as levied by such attorneys, collection commission, expenses and charges incurred by the body corporate in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such owner to the body corporate, or in enforcing compliance with these rules, the conduct rules, the STSMA, or its regulations as taxed or agreed in terms of Regulation 25(4).
- 51.2 The owners further agree that the trustees and/or managing agent shall be entitled to levy the legal costs, onto the owner's levy statement as a contribution payable by the specific owner, provided that a special resolution to this effect is passed by the members.

52. INTEREST ON ARREAR LEVIES

- 52.1 The owners agree that the trustees and/or managing agent shall be entitled to charge interest on arrear amounts at such rate as they may from time to time determine, but the rate may not exceed the maximum rate of interest a year, under the Prescribed Rate of Interest Act, 55 of 1975, read with the National Credit Act, 34 of 2005, as determined from time to time by the Minister of Justice, compounded monthly in arrears.
- 52.2 The owners further agree that the current interest rate would be 24% per annum, capitalized monthly, in arrears.
- 52.3 Furthermore, the owners agree that the trustees and/or managing agent shall be entitled to levy the interest onto the owner's levy statement as a contribution payable by the specific owner.

53. FINES AND PENALTIES

- 53.1 The owners agree that any fines and/or penalties for contravention of the body corporate's conduct rules, shall be levied onto the owner's levy statement as a contribution payable by the specific owner, provided that a fine and/or penalty so imposed may not be equal to or exceed the applicable monthly levy of the owner of the unit concerned.

54. RELAXATION OF RULES

- 54.1 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.

55. IMPOSITION OF PENALTIES AND/OR FINES BY TRUSTEES

- 55.1 When an owner, tenant, invitee, or visitor contravenes any rule(s), the trustees will serve a notice of such breach to the owner, such notice will:

55.1.1 be hand delivered, sent via email, or sent by registered post;

55.1.2 contain a clear description of the conduct that transgresses the rule, including:

55.1.2.1 the details of the transgressor or offender, as far as the trustees have knowledge of such transgressor or offender;

55.1.2.2 the date, time, and location where the transgression took place;

55.1.2.3 the rule(s) that have been contravened; and

55.1.2.4 the conduct that has resulted in the contravention,

55.1.3 afford the owner an opportunity to rectify the contravention within 7 (seven) days; and

55.1.4 warn the owner that should the contravention persist, the owner may be fined for such contravention.

- 55.2 With regard to certain contraventions of the rules, that relates to the safety and security of all owners, tenants, and their property, notice of intention to impose a fine on the owner may immediately follow such contravention and sub-rule 1 need not occur.

- 55.3 If the contravention persists, or sub-rule 2 applies, the trustees shall serve a written notice of intention to impose a fine on the owner, such notice will:

55.3.1 be hand delivered, sent via email, or sent by registered post, to the owner at least 14 (fourteen) days before the meeting is scheduled to occur;

55.3.2 inform the owner, of the meeting to be held, to determine whether the owner will be fined, providing the date, time, and location of the meeting to be held;

55.3.3 inform the owner of his right to present his case, however, no legal representation will be allowed at such meetings, entitling him to:

55.3.3.1 present any evidence, including calling of witnesses, to substantiate his case; and

55.3.3.2 cross-examine any witnesses called on behalf of the body corporate,

55.3.4 warn the owner that should he not attend the meeting, without providing a reasonable request for postponement, accompanied by reasons for such postponement, the meeting will be held in his absence, and he could be found guilty of the offence and, accordingly fined.

- 55.4 At the hearing, the following procedure will follow:

- 55.4.1 if the owner is not present at the commencement of the meeting, the meeting will be postponed for 15 (fifteen) minutes, thereafter if the owner is still not present when the meeting reconvenes, the meeting will proceed in his absence;
- 55.4.2 one trustee, or duly appointed agent, as decided by the trustees, shall act on behalf of the body corporate in presenting its case;
- 55.4.3 the other trustees and the chairperson shall act as the adjudicators in the matter;
- 55.4.4 the trustee, or duly appointed agent, will first be given the opportunity to present the body corporate's case, by giving evidence and by calling witnesses, thereafter the owner (if present) will be given the opportunity to cross-examine any witnesses;
- 55.4.5 thereafter, the owner (if present) will be given the opportunity to present his case, by giving evidence and by calling witnesses, thereafter the trustee, or duly appointed agent, will be given the opportunity to cross-examine any witnesses; and
- 55.4.6 after both the body corporate and owner's evidence has been heard, the trustees, with the exclusion of the trustee presenting the body corporate's case, shall by way of majority vote determine whether the owner is guilty of the offence:
- 55.4.6.1 if there is a split vote, the chairperson shall have the casting vote.
- 55.5 After an owner is found guilty, the sanction will be determined as follows:
- 55.5.1 as per the fine schedule incorporated hereto as addendum A;
- 55.5.2 based on:
- 55.5.2.1 the nature and seriousness of the offence, which will be classified as minor, medium and major offences;
- 55.5.2.2 based on the occurrence of any contravention, classified as first, second, and third and further offences,
- 55.5.3 the fine will continually be imposed, from the date of being found guilty until such contravention is rectified, based on the frequency that such fine may be imposed;
- 55.5.4 where an owner is found guilty of any further offences, such offences will constitute second, third and further offences;
- 55.5.5 where the fine schedule does not make provision for any contravention in these rules, the trustees will have the discretion in deciding the nature and seriousness of the offence and the frequency that such fines may be imposed.
- 55.6 An owner's offence, for the purposes of determining first, second, third and further offences shall prescribe after six months from rectifying such breach.
- 55.7 The owner's liability to pay the fines and/or penalties, shall be implemented in accordance with rule 50 hereinabove.

ADDENDUM A: FINE SCHEDULE

FINE SCHEDULE				
Fines are calculated on:	Frequency	Minor	Medium	Major
1. Severity of the infringement; and	1 st occurrence	WARNING	WARNING	WARNING
2. The occurrence and frequency	2 nd occurrence	R 1 000.00	R 1 250.00	R 1 500.00
	3 rd occurrence	R 1 500.00	R 2 000.00	R 2 500.00
DESCRIPTION	TYPE	FREQUENCY	RULE	
ALTERATIONS AND ADDITIONS				
Unauthorised sub-division or partition of units	Major	Monthly	13.1	
Unmanaged dust or soil deposited on roadways	Minor	Daily	14.2	
Haul vehicles causing obstruction and nuisance	Minor	Daily	14.4	
Unauthorised use of electricity supply of body corporate	Minor	Daily	15.1.5	
Working outside of stipulated hours	Medium	Daily	15.1.6	
Late completion of alterations and additions	Medium	Monthly	15.1.7	
Non-compliance with trustees' conditions	Medium	Monthly	15.1.7	
Not removing rubble, tools or equipment from the common property	Minor	Weekly	15.1.8	
Building or alterations without consent of trustees	Major	Weekly	15.1.16	
Non-compliance with building regulations	Major	Monthly	15.1.18	
Any other contravention of alterations and additions	T.B.C	T.B.C	T.B.C	
AESTHETICS AND APPEARANCE				
Unauthorised exterior paint colour	Medium	Monthly	16.2	
Occupied units without adequate curtaining or blinds	Minor	Weekly	16.3	
Unauthorised tinted windows	Minor	Monthly	16.4	
Unauthorised storage of any items in common property	Minor	Weekly	16.7	
Unauthorised erection of temporary structures	Medium	Weekly	16.9	
Unauthorised displaying of any advertising	Minor	Daily	18	
Unit requiring maintenance	Medium	Monthly	19.2	
Stockpiling of goods and materials on common property	Minor	Daily	21.3	
Hanging of laundry outside of allocated areas	Minor	Daily	22.2	
Individual gardens not maintained	Minor	Weekly	23.5	
Unauthorised use of the body corporates gardening implements	Minor	Daily	23.6	

Any other contravention of aesthetics and appearance	T.B.C	T.B.C	T.B.C
SAFETY AND SECURITY			
Unauthorised storage of inflammatory material	Major	Weekly	24.1
Unauthorised gas installations	Medium	Weekly	24.2
Non-compliance with reasonable request by security	Minor	Daily	25.1
Non-compliance with Trustees' security directives	Medium	Monthly	25.3
Tailgating	Minor	Daily	27.3
Threatening the safety of all owners, tenants and their property	Major	Weekly	28.1
Discharge of firearms without valid reason	Major	Daily	29.1
Any other contravention of safety and security	T.B.C	T.B.C	T.B.C
FIRE, WATER, AND WASTE MANAGEMENT			
Unauthorised open fires	Medium	Daily	30.2
Unauthorised use of water connections of the body corporate	Minor	Daily	30.3
Failure to keep receptacles hygienic and in dry condition	Minor	Weekly	32.1.1
Bins or receptacles in common property	Minor	Daily	34.4
Dumping , burning or burying of waste	Medium	Daily	32.6
Littering	Medium	Daily	33.1
Pests in section	Major	Monthly	34.1
Non-compliance or obstruction of emergency protocols	Major	Daily	35.2
Any other contravention of fire, water and waste management	T.B.C	T.B.C	T.B.C
NEIGHBOURLY ETIQUETTE			
Noise disturbances	Medium	Daily	37
Disorderly conduct	Medium	Daily	37.4
Unauthorised parties or events	Medium	Daily	38.1
Speeding	Minor	Daily	39.1
Unauthorised parking or obstruction of other vehicles	Minor	Daily	39.2
Keeping of unauthorised pets	Medium	Weekly	41.2
Keeping more than the maximum amount of pets	Major	Weekly	41.5
Any other contravention of neighbourly etiquette	T.B.C	T.B.C	T.B.C
MISCELLANEOUS			
Using sections for business purposes	Major	Weekly	44.1
Directing the body corporate's employees to perform any task	Minor	Daily	45.1
Obstructing employees from performing their duties	Minor	Daily	45.2
Any other contravention of the conduct rules	T.B.C	T.B.C	T.B.C