

# **CONDUCT RULES**

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

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

## **The Body Corporate of ROSEDON PLACE Sectional Title Scheme**



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## **PRELIMINARY**

### **A. APPLICABILITY**

- (1) The Conduct Rules, the provisions of section 44 of the Sectional Titles Act, No 95 of 1986 and the provisions of Management Rule 68 shall be binding on the owner, lessee or occupier of a section and on the trustees and managing agent (if so contracted).
- (2) It shall be the duty or responsibility of an owner to ensure compliance with these Conduct Rules by the lessee or occupier of his section, including the employees, guests and any family members of the owner, his lessee or of his occupier.
- (3) Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule (2) above, the owner shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed.
- (4) Damages, penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules, shall be deemed to be a levy and may be added to the owner's levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.

### **B. INTERPRETATION**

- (1) The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- (2) Unless the context clearly indicates a contrary intention:
  - (a) the singular shall include the plural and vice versa; and
  - (b) a reference to any one gender shall include the other gender; and
  - (c) a reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- (3) Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such Rule.
- (4) Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986, shall in all Conduct Rules bear the meaning that has been assigned to them, unless inconsistent with the context.
- (5) When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of

South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

- (6) Where numbers are expressed in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.

### **C. DIRECTIVES**

- (1) The trustees may issue Directives in connection with any Conduct Rule, which Directive must be in writing.
- (2) The Directives shall not be in conflict with any Management or Conduct Rule.
- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorized to create further Conduct Rules through their issuing of Directives.
- (4) The trustees shall cause copies of any Directives introduced during any financial year, together with copies of Directives approved during previous financial years, to be tabled at the next Annual General Meeting for approval by ordinary resolution majority.
- (5) At the Annual General Meeting any Directive tabled and approved by majority vote shall remain a Directive for the ensuing year, but shall lapse if not so approved.

# CONDUCT RULES

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

## 1. ANIMALS, INSECTS, REPTILES AND BIRDS (PETS)

- (1) An owner or occupier of a section shall not, without the consent in writing of the trustees, keep any animal, insect, reptile or bird (pet) in a section or on the common property.
- (2) When granting such approval, the trustees may prescribe any reasonable condition or conditions. After granting such approval, the trustees may prescribe further conditions and/or Directives pertaining to this Rule.
- (3) The following requirements shall be regarded as conditions imposed by the trustees under sub-rule (2), without detracting from the trustees' discretion to impose further conditions: -
  - (a) no owner or occupier shall be allowed to keep a dog or a cat in a section or on the common property without the special permission of the trustees which shall be in writing;
  - (b) dogs shall only be allowed on the common property if controlled at all times and on a leash;
  - (c) owners or occupiers must remove their pets' excrement from the common property and suitably discard it. Should they fail to do so, the trustees may effect such removal at the cost of the applicable pet owner;
  - (d) owners or occupiers shall ensure that their pets do not cause an unnecessary noise on the premises or a nuisance or disturbance to other residents.
- (4) The trustees may withdraw their approval in the event of breach of any condition prescribed in terms of sub-rule (2) or referred to in sub-rule (3), upon which the owner or occupier must remove the pet from the section and the common property forthwith after receiving written notification.
- (5) The trustees, at their discretion, may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to the application, including such costs as are referred to in Management Rule 31(5).

- (6) In the event of any owner making inadequate arrangements for their pets' care, for longer than 24 (twenty-four) hours, the Trustees will make alternative arrangements to remove the pet at the cost of the owner, albeit without the owners consent.
- (7) Upon the breach of, or non-compliance with, the provisions of this Rule, the owner of the relevant section may become liable for a penalty or penalties imposed under Rule 20.

## **2. REFUSE DISPOSAL**

- (1) An owner or occupier of a section shall: -
  - (a) maintain in a hygienic and dry condition, a receptacle for refuse (refuse bin) within his section, his exclusive use area or on such part of the common property as may be authorized by the trustees in writing;
  - (b) ensure that before refuse is placed on any such area, it is securely wrapped in suitable, strong plastic bags (refuse bags), or in the case of tins or other containers, that they are completely drained before it is placed in a refuse bag. For hygienic reasons, under no circumstances, must food scraps be thrown straight into the refuse bins;
  - (c) comply with any Directives issued by the trustees from time to time regarding the disposal of refuse, and not dispose or allow the disposal of any refuse, waste, or rubbish contrary to this rule or to the Directives.
- (2) No cooking oils or fats may be disposed of in the kitchen sinks, drains or toilets and items such as paper towels, sanitary towels and nappies, may not be flushed down the sewerage system. Should such materials be traced to a particular section the owner or occupier of such a section shall be held responsible for any costs to clear the sewerage system.

## **3. PARKING, DRIVING AND WASHING OF VEHICLES**

- (1) An owner or occupier may park or stand a vehicle (motorcar, light motor vehicle or motorcycle) on the parking bay allocated to the section he owns or occupies. The parking bay allocated to a specific section will be indicated, by a number, on each parking bay and recorded on a schedule that will be kept by the trustees or the managing agent.
- (2) Visitors may park or stand their vehicles on the designated visitors' parking on the common property, subject to these Rules and any further Directives of the trustees.

- (3) No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, contrary to sub-rules (1) and (2) without the prior written consent of the trustees.
- (4) No trucks or any other heavy vehicles may be parked on the common property, unless loading or unloading goods.
- (5) No caravans, motorboats, trailers or any other watercraft may be parked on the common property without the prior written consent of the trustees.
- (6) No owner or occupier or visitor shall park a vehicle on more than one parking bay or park a vehicle in such a way that the flow of traffic and access to and egress from parking bays are obstructed.
- (7) Owners and occupiers of a section shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip diesel, oil or brake fluid on to the common property or in any other way deface the common property.
  - (a) Should there be any marks or stains on the common property by reason of the dripping of oil or brake fluid, or otherwise caused by any vehicle, the owner or occupier concerned must clean such area at his own cost.
  - (b) Should the owner or occupier fail to clean such area of the common property, and any such failure persists for a period of 7 (seven) days after the giving of written notice to clean given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the failure and to recover the reasonable cost of doing so from such owner or occupier.
- (8) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle or service any vehicle on any portion of the common property; only emergency repairs to vehicles may be effected.
- (9) No person may reside or sleep in a vehicle, trailer or caravan parked either on the common property or parking bays.
- (10) Owners and occupiers must adhere to the following when driving their vehicles on the common property: -
  - (a) owners and occupiers must comply to the traffic rules and road signs on the common property;
  - (b) owners or occupiers must not exceed the speed limit of 20 (twenty) kilometres per hour;
  - (c) all persons driving a vehicle on the common property must be in possession of a valid driving license;



- (d) owners or occupiers must not drive their vehicles in a reckless, negligent or dangerous manner or in a manner that is considered by the trustees not to be in the interest of safety;
  - (e) owners or occupiers must not cause an unnecessary noise, nuisance or disturbance when driving their vehicles on the common property. No loud music may be played from a vehicle parked or driven on either the common property or parking bays;
  - (f) Owners and occupiers of units of all motor vehicles must ensure they have silencer's which are effective.
- (11) The parking bay designated specifically as a wash bay may only be used by resident owners or occupiers for the express purpose of washing their motor vehicles. The washing of motor vehicles is not permitted in any other parking bay or portion of the common property. The tap and electric plug provided to serve the aforesaid washing bay may not be utilized for any other purpose other than the washing of motor vehicles.
- (12) The parking of vehicles upon the common property and parking bays is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of its employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.
- (13) The trustees may for any vehicle parked, standing or abandoned on the common property without the trustees' consent cause a vehicle to be removed or towed away, or its' wheels clamped, at the risk and expense of the owner of the vehicle, including payment of a release penalty, to be determined by the trustees from time to time.

#### **4. DAMAGE, ALTERATIONS, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY, ALTERATIONS TO EXCLUSIVE USE AREAS OR STRUCTURAL ALTERATIONS TO THE INTERIOR OF SECTIONS**

- (1) An owner or occupier must follow the procedure stipulated in sub-rule (2) before commencing with any of the following work or before erecting any of the following structures: -
- (a) A visible alteration, addition, extension, renovation, repairs or decoration to the **exterior of a section** or to the **common property**, including, but not limited to: -

- (i) the installation of any locking device, safety gate, trellis door, burglar bars or other safety device for the protection of a section;
    - (ii) the installation of any screen or other device to prevent the entry of animals or insects to a section;
    - (iii) the installation of a device for the reception or transmission of radio, television or other signals;
    - (iv) the installation of any solar heating systems, air-condition apparatus, skylights, chimneys, or chimney flues;
    - (v) the erection or installation of roofs, canopies, awnings, shade covers, or blinds;
    - (vi) the erection of fences, or other enclosures, or structures on stoeps or balconies or the closing-in of openings
    - (vii) the construction of pergolas.
  - (b) To mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property. A visible change to the appearance, quality or colour of any device, building or structure.
  - (c) **Structural alterations to the interior of a section**, including but not limited to the following: -
    - (i) the installation of a device for the reception or transmission of radio, television or other signals, visible from outside a section;
    - (ii) the installation of any solar heating systems, air-conditioning apparatus, skylights, chimneys, or chimney flues, visible from outside a section;
    - (iii) any alterations or repairs to plumbing and the electrical wiring or conduits;
    - (iv) the removal of, construction of or alterations to interior walls.
- (2) Prior to the commencement of the work (or the erection of structures) referred to in sub-rule (1) an owner shall: -
- (a) apply to the trustees in writing for their consent to effect the work and such application shall, if necessary, be accompanied by: -
    - (i) sufficient plans and specifications in order to enable the trustees to consider the nature, design, manner of installation, the effects and suitability of such alteration or addition'

- (ii) a report by an architect or structural engineer (if necessary or required).
  - (b) apply to the Local Authority for their consent (if necessary) and furnish the trustees with proof of their consent;
  - (c) satisfy the provisions of the applicable Management Rule and the provisions of the Sectional Titles Act, No 95 of 1986 and annexures thereto;
  - (d) obtain the written consent of the trustees and adhere to their further conditions and/or Directives;
  - (e) make a requisite building deposit (decided upon by the trustees) to the trustees or to the managing agent, to be held as a guarantee to cover any possible damage to the common property when carrying out the work;
  - (f) inform the trustees or managing agent (for security purposes) of the contact details of the contractors and the dates and times that the work will be done.
- (3) All work (or structures) referred to in sub-rule (1) shall: -
- (a) be effected by suitably competent persons or contractors;
  - (b) be effected at reasonable times and in such a manner not to cause an unnecessary noise, nuisance or disturbance to other owners or occupiers;
  - (c) be effected in such a manner not to unduly inconvenience other owners or occupiers;
  - (d) comply and conform to the specifications and standards and conditions imposed by the trustees and/or to the Directives imposed by the trustees and/or to the standard required by the local authority;
  - (e) be aesthetically acceptable in accordance with Conduct Rule 5;
  - (f) be effected with caution not to cause damages and/or obstructions to the common property;
  - (g) be effected in such a manner not to obstruct any body corporate employee or contractor in performing their work on the common property.

- (4) Should any work be done or structures be erected (as referred to in sub-rule (1) without the necessary consents, the trustees may, in accordance with Conduct Rule 19(3), require the owner to remove such structure and restore the property to its original state.
- (5) Should any structure (referred to in sub-rule (1) not comply with the imposed specifications, standards, conditions or requirement, the trustees may, in accordance with Conduct Rule 19(3), withdraw their consent and require such structure to be removed and the property to be restored.
- (6) Should any damage be caused to the common property, when effecting the work or erecting the structures (referred to in sub-rule(1)), the owner shall be strictly liable for the cost incurred to repair such damages and the costs may be recovered from the building deposit (if required) and/or from the owner.
- (7) Should a body corporate employee or –contractor be obstructed or hindered in performing any work on the common property, the owner concerned shall be liable for any additional costs incurred by the body corporate in the performance of such work.
- (8) An owner shall ensure that all rubble is removed and the property is neatly restored within 7 (seven) days after completing the work (referred to in sub-rule(1)). Upon restoration of the property, the building deposit (if required) shall be refunded to the owner, unless it is used to cover costs.
- (9) An owner shall be responsible to repair and maintain at his own cost all the structures erected by him or on his behalf in terms of this Rule. If an owner fails to maintain a structure and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
- (10) Owners or occupiers shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular landings, staircases, and passages must be kept clear at all times.

## **5. APPEARANCE FROM OUTSIDE**

- (1) The owner or occupier of a section for residential purposes shall not place, store or do anything in a section, on any part of the common property on exclusive use areas or on balconies/patios/stoeps/gardens and encroachments, which in the opinion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) No items may be hung over fences, balconies, in windows or corridors or on any part of the building or the common property so as to be visible to the public or to other occupiers.
- (3) Owners and occupiers must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All curtains must have linings, and all linings of curtains, and blinds when viewed from outside, must be neutral, cream or white and must be acceptable to the trustees in their discretion. No reflective or tinting foil may be attached to the windows.
- (4) No owner or occupier may, 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.

## **6. SIGNS AND NOTICES**

- (1) No owner or occupier of a section, used for residential purposes shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.
- (2) The trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the owner and such owner and/or occupier shall have no claim against the body corporate or the trustees as a result of their functions performed in terms of this provision.

## **7. LITTERING**

- (1) Subject to Conduct Rule 2, an owner or occupier 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. In particular, an owner or occupier of a section may not throw any material or object out of windows or over balcony walls.
- (2) Owners and occupiers must, when clearing their post-boxes, remove all items therefrom and dispose of any unwanted items in the waste bins in the refuse room or their section.

## **8. LAUNDRY AND LAUNDRY FACILITIES**

- (1) An owner or occupier of a section shall use the designated area (drying yard) and the erected washing lines for the purpose of hanging washing or laundry.
- (2) An owner or occupier of a section shall not, without prior written consent of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.
- (3) An owner or occupier of a section shall not, without the prior written consent of the trustees, place washing or laundry on exclusive use areas or on balconies/patios/stoeps/gardens and encroachments so as to be visible from outside the buildings or from any other sections.
- (4) Only owners or occupiers may make use of the laundry facilities on the common property, subject to the following conditions: -
  - (a) owners or occupiers may use the laundry room and its facilities during the time designated by the trustees and with the minimum noise or disturbance to other owners or occupiers;
  - (b) when using the facilities owners or occupiers shall exercise proper care, and duly comply with usage instructions and notices placed inside the laundry room;
  - (c) the door to the laundry room should be closed upon entering and exiting the room;

(d) owners or occupiers shall adhere to any further Directive imposed by the trustees pertaining to this rule.

(5) Should an owner or occupier damage this facility, it will be repaired at the cost of the owner or occupier involved.

## **9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

An owner or occupier shall not store any flammable material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may cause an increase of the premium payable by the body corporate on any insurance policy.

## **10. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS**

- (1) All tenants of units and other persons granted rights of occupancy by any owner of the relevant 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.
- (2) An owner shall notify the trustees or managing agent forthwith in writing of any change of ownership in, or occupation of his section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, any mortgage of or other dealing in connection with his unit.
- (3) An owner shall, prior to occupancy being taken by a tenant or other occupier: -
  - (a) inform his tenant/occupier of his duties to observe the Conduct Rules and trustees' Directives; and
  - (b) furnish him with a copy of the Conduct Rules; and
  - (c) obtain a written undertaking from his tenant/occupier to comply fully and in all respects with the requirements of the Conduct Rules, for the period of his/her occupancy.
- (4) An owner must notify the trustees in writing within 14 (fourteen) days of conclusion of an agreement of lease, or other occupancy arrangement (whether verbal or in writing), of the tenancy or occupancy of his section, the duration of the lease/occupancy, the number of occupiers, confirm that

the tenant/occupier has been handed a copy of the Conduct Rules and furnish the trustees with the written undertaking to comply with the Conduct Rules as received from the tenant/occupier.

- (5) No owner or occupier of a section shall allow more than 2 (two) persons to reside in a one bedroom or bachelor unit, 4 (four) persons to reside in a two-bedroom unit or more than 6 (six) persons to reside in a three-bedroom unit. For the purpose of this rule, a person who sleeps in a section shall be deemed to reside therein.
- (6) Notwithstanding sub-rule (5), with the prior written consent of the trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 14 (fourteen) days at a time and not for an aggregate period of more than 28 (twenty eight) days in a calendar year.
- (7) No section may be let for a period less than 3 (three) consecutive months.
- (8) No form of "time-sharing" or any similar agreement whereby a person other than the owner or his or her immediate family may utilize a section for a specified period or periods of time may be concluded in respect of a section.
- (9) An owner of a residential unit shall use his section for residential purposes only and for no other purpose whatsoever.
- (10) No persons may reside in a unit, exclusive use area or other part of the common property, other than in a section intended for residential purposes.



## **11. ERADICATION OF PESTS AND HEALTH REGULATIONS**

- (1) An owner shall keep his section free of rats, mice, cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorized agents or employees, to enter upon his or her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section that may be damaged by any such pests shall be borne by the owner of the section concerned.
- (2) Each owner or occupier is responsible 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 owners or occupiers or other persons legitimately present on the premises.

## **12. EMPLOYEES**

- (1) Owners and occupiers may not request body corporate employees to perform tasks for them during their work hours.
- (2) Owners and occupiers may not interfere with body corporate employees in performing their duties.
- (3) Owners or occupiers must give their full co-operation to the trustees, managing agents and body corporate employees in performing their duties.
- (4) Owners or occupiers are responsible for the conduct of their own employees on the common property and for any of their employees' guests and must ensure that they comply with the Conduct Rules.
- (5) The common property and all facilities, if any, shall be used by employees of owners or occupiers in such a manner and at such times as may be prescribed by the trustees from time to time.

### **13. COMMON PROPERTY/CHILDREN'S PLAY AREA**

- (1) The playing of games, throwing of balls or other objects is strictly forbidden in the common area, as is any other conduct or activity, which could constitute a nuisance to other users.
- (2) The trustees, body corporate, managing agent and the staff accept no responsibility for the safety of anybody in the common area.
- (3) Any damage to the contents of the common area by an owner, occupier or visitor shall be for the account of the owner concerned.
- (4) Children play at their own risk in the designated children's area. Parents are responsible for their children's safety at all times.

### **14. BRAAIING**

Owners or occupiers must ensure that they do not cause a fire hazard, smoke hazard or nuisance to other owners or occupiers when braaiing in their garden areas.

### **15. SECURITY**

- (1) Owners and occupiers must at all times ensure that the security and safety of all owners and occupiers and their property are preserved and in particular must: -
  - (a) report or address any unauthorized person(s) to the trustees;
  - (b) report the influx of unauthorized people to a particular unit, to the trustees.
- (2) Owners or occupiers may not issue the remote entry key or any other entry keys to any employee for the purpose of entry or exit from the premises.
- (3) Owners and occupiers must lodge their contact number or e-mail address with the trustees, managing agent or manager.
- (4) The trustees may issue further Directives pertaining to this rule.

## **16. NOISE**

- (1) All owners and occupiers are requested to maintain quietness between 10.00 p.m. and 6.00 a.m. on weekdays and between 11.30 p.m. and 9.00 a.m. on Saturdays and Sundays.
- (2) All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the trustees.
- (3) The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger or in the case of an emergency.
- (4) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in section or any part of the common property.
- (5) No firearms may be discharged in a section or any part of the common property, except under such circumstances, which would reasonably justify the use of a firearm for self-defense and related purposes.
- (6) The use of power tools, hammering and other noise generating equipment shall not be permitted between 6.00 p.m. and 8.00 a.m. on weekdays, and before 9.00 a.m. and after 1.00 p.m. on Saturdays, and not at all on Sundays.

## **17. NUISANCE**

No owner or occupier may permit anything to be done in his or her section, exclusive area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the buildings, or permit or cause any disturbance or allow his/her children or visitors of their children to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupiers.

## **18. ACTIVITIES ON THE COMMON PROPERTY**

- (1) No business or trade may be conducted in sections or on the common property.
- (2) No auctions or similar sales or exhibitions may be held in sections or on the common property.
- (3) No skateboards, roller skates, roller blades, 'quad-bikes', carts, scooters, motor-bikes may be used on the common property and braai area.
- (4) No owner or occupier may: -
  - (a) remove any plant, shrub or tree from the common property (communal garden areas) without the prior written consent of the trustees;
  - (b) plant any plants, shrubs or trees on the common property (communal gardens areas), without the prior written consent of the trustees;
  - (c) relocate or disturb the irrigation system or any part thereof on the common property.
  - (d) no ivy or creepers that cling will be permitted.
- (5) Owners and occupants are permitted to plant flowers and shrubs within the perimeter of their unit but will remain responsible for the ongoing upkeep and expense thereof.
- (6) The Body Corporate will maintain the lawns of the Common Property.

## **19. LIFT INSTALLATION**

- (i) When using the lift installation all owners and occupiers shall exercise proper care, and duly comply with usage instructions and notices placed in the lifts or their vicinity;
- (ii) The lifts have not been provided with lift buttons;
- (iii) Every owner or occupier will be provided with a lift key which will only take the user to the floor designated on the key, accordingly owners or occupiers of ground floor sections will not be provided with lift keys;
- (iv) Maximum weight of 180kg may occupy and utilize the lift at one time;
- (v) No furniture or substantial articles of a large size may be taken into the lifts which may cause the lifts to be overloaded or damaged.
- (vi) No smoking shall be permitted in the lifts or their immediate environs.

## **20. IMPOSITION OF PENALTIES**

- (1) If the conduct of an owner or an occupier of a section or his or her visitors constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, or disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and occupier with a written notice which may in the discretion of the trustees be delivered by hand or by registered post.

In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.

- (2) If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting of trustees to discuss the matter and to impose a fine.
- (3) A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case but except in so far as may be permitted by the chairperson, he or she may not participate in the affairs of or voting at the meeting.
- (4) After the owner or occupier has been given the opportunity to present his or her case, the trustees may by way of a special resolution (75% of the trustees present at the meeting with a minimum of three trustees), impose an initial penalty for the first offence and a subsequent penalty for each identical offence thereafter.
- (5) Any fine imposed in terms of sub-rule (4), may if it is not paid within 14 days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of s 37(1) of the Act and claimed by the trustees as part of the monthly levy installments payable by the owner.
- (6) The body corporate may, at a general meeting, from time to time, determine the amount of the initial and subsequent penalties.

## **21. RELAXATION OF RULES**

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