

THE BEAUMONT BODY CORPORATE

CONDUCT RULES

Version 1 – 6 July 2016

1. APPLICABILITY

- 1.1 These Conduct Rules, the provisions of Management Rule 68, and of Section 44 of the Sectional Titles Act No. 95 of 1986, as amended from time to time, are applicable to and binding upon all Owners of Units, Lessees and other Occupiers of Units.
- 1.2 It shall be the responsibility of an Owner to ensure compliance with the Conduct Rules by all Occupiers of his Unit, and his or their visitors, employees and contractors.
- 1.3 The Trustees shall, in accordance with Management Rule 31(5), be entitled to recover all legal costs (including costs usually regarded as attorney and client costs) incurred by the Managing Agent in enforcing compliance with the Conduct Rules.
- 1.4 The Trustees may (as referred to in Conduct Rule 25) add the fine imposed on an Owner to his contribution payable and the Trustees may further (in accordance with Management Rule 31(6)), recover interest on any arrear amounts from an Owner.
- 1.5 The Management Rules shall be in terms of Section 35(2)(a), read together with Annexure 8 of the Regulations, of the Sectional Titles Act No. 95 of 1985

2. INTERPRETATION

- 2.1 The clause headings are for convenient reference and shall be disregarded in construing these Rules.
- 2.2 Unless the context clearly indicates a contrary intention:
 - 2.2.1 The singular shall include the plural and vice versa; and
 - 2.2.2 A reference to any one gender shall include the other genders; and
 - 2.2.3 A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- 2.3 Words and expressions defined in any Rule shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expression in such Rule.

- 2.4 Words and expressions defined in the Sectional Titles Act No.95 of 1986 and annexures shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Sectional Titles Act, No 95 of 1986 and annexures thereto.
- 2.5 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.
- 2.6 Where numbers are expressed in words and in numerals in any Rule, the words shall prevail if there is any conflict between the two.

3. DIRECTIVES

- 3.1 The Trustees may issue Directives in connection with any Conduct Rule.
- 3.2 The Directives shall not be in conflict with any other Management Rule, Conduct Rule or the Guidelines.
- 3.3 The Directives shall provide direction as to the practical application of a Conduct Rule.

4. GUIDELINES

- 4.1 The Trustees shall from time to time prepare and revise guidelines in respect of exterior alterations referred to in Conduct Rule 6. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colour and manner of installation required to ensure uniformity of construction.
- 4.2 Unless the existing guidelines were approved by the members by ordinary resolution majority at the meeting at which these Conduct Rules were adopted, the guidelines shall be so adopted at the first subsequent Annual General Meeting.
- 4.3 At every subsequent Annual General Meeting any amendments proposed by the Trustees shall be tabled for consideration and approved by the members, with or without amendment.
- 4.4 The guidelines shall, by virtue of these Conduct Rules, be binding upon Owners and Occupiers and shall be strictly adhered to by them.

5. USE OF UNIT AND/OR COMMON PROPERTY

- 5.1 No Owner or Occupier of a unit may, without the prior consent of the Trustees:
- 5.1.1 use the unit for any purpose other than residential accommodation, except for commercial sections 4, 5 and 6.
 - 5.1.2 allow more than two adults in a one bedroomed residential unit or four adults in a two bedroomed residential unit or six adults in a three bedroomed residential unit, excepting in special circumstances for a short duration of time and with written authorisation from the Trustees.
 - 5.1.3 hold or permit to be held any auction or a fete in the unit or on the common property.
 - 5.1.4 erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property.
 - 5.1.5 remove any shrub, tree or plant on or in the common property.
 - 5.1.6 in the sole view of the trustees, carry on any noisy, injurious or objectionable trade or business of any kind in any unit or on the common property.
 - 5.1.7 loiter in and or obstruct the walkways, stairwells and lifts. The common property shall not be used for gatherings or parties of any nature whatsoever.
- 5.2 An owner or occupier shall not place or do anything on any part of the common property or on the balcony, stoep or patio of his unit which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the Unit.
- 5.3 An owner or occupier shall ensure that all external windows shall have fitted curtains and/or blinds which are neutral in colour. The Trustees shall have the sole discretion to determine whether a colour is "neutral" or not. .
- 5.4 An Owner or Occupier shall ensure that any interior alterations must be approved by the Body Corporate prior to any such alternation being effected.
- 5.5 The body corporate is not responsible for the water proofing of any owners balconies, nor any damage occasioned to any other unit or common property as a result of any failure to attend to such waterproofing.
- The body corporate is not responsible for the maintenance of any owners unit, nor any damage occasioned to any other unit or common property arising from his/her unit.
- 5.6 Owners must not overload the lifts and shall be responsible for the actions of their visitors and tenants in this regard.

6. DAMAGE, ALTERATIONS OR ADDITONS TO A UNIT AND TO THE COMMON PROPERTY

- 6.1 An owner or occupier of a unit 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 prior consent of the Trustees.
- 6.2 To ensure uniformity of appearance, an owner shall not attend to any visible alteration, addition, extension, renovation repairs or decoration to the exterior of his unit or to the common property, without the prior written consent of the Trustees, including but not limited to:
- 6.2.1 installing any locking device, safety gate, burglar bars or other safety devices for the protection of a unit.
 - 6.2.2 installing a canopy in a unit.
 - 6.2.3 installing a screen or other device to prevent the entry of animals, insects, etc.
 - 6.2.4 installing any outside TV aerial, satellite dish, or any other device for the reception or transmission of radio, television or other signals, solar heating systems, air-conditioning apparatus, skylights, chimney or chimneys flues etc.
 - 6.2.5 make any structural, decorative or other alteration or addition to a unit externally or internally to the extent that it can be seen externally.
 - 6.2.6 any alteration to plumbing and electrical wiring or conduits and pipes.
- 6.3 No drilling and/or chopping whatsoever shall be allowed into the concrete slabs to create any penetration without the prior written consent of the consulting engineers nominated by the body corporate.
- 6.4 All internal building alternations are to be approved by the Trustees. An approved plan with a R5 000 refundable deposit or such greater amount as the Trustees may decide, is to be submitted prior to commencement of construction. Building operations are to be conducted from Monday to Friday between 08:00 – 17:00. Any deviation from these set hours is to be approved by the trustees. All building rubble and cleaning of areas to be done daily and for the owner's account.
- Any cost to repair damage to any common property from any alterations will be withheld from the refundable deposit and the difference will be refunded. If the cost to repair the damage to the common property is more than the refundable deposit, the remaining amount over and above the deposit will be charged to the levy account of the owner.
- 6.5 The owner or occupier of a unit shall ensure any broken window pane is replaced within 3 days of breaking from whatsoever cause.

- 6.6 “Swing type” security gates must be able to swing a full 180 degrees so as not to obstruct the passageways when in the open position. All security gates erected shall be white in colour and must be the Maxi-Gate Forte model. All security gate and burglar bars must have the prior approval of the Trustees.

7. BEHAVIOUR OF OWNERS, OCCUPIERS AND GUESTS

- 7.1 All owners and occupiers shall ensure that their use of their unit and of the common property and its facilities is at all times conducted in such a manner as not to:
- 7.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other owner or occupier, particularly in the form of loud music, radio or TV or irritable audible noisome sound.
 - 7.1.2 detrimentally affect the rights and interest of other owners or occupiers.
- 7.2 Consideration must be shown with regard to noise at all hours. Exceptionally low noise levels must be maintained between 22h00 and 08h00 from Sundays to Thursdays and between 23h00 and 08h00 on Fridays and Saturdays. Exceptionally low noise means that the noise must not be of such a nature that the occupants of any other unit are unable to sleep.
- 7.3 Owners and occupiers shall be responsible for the behaviour of their guests and shall be liable for any damage caused by them. Any damage caused by such guests shall be repaired at the cost of the owner or occupier concerned, within 14 days of written notice by the Trustees, to the satisfaction of the Trustees. In the event that such damage has not been repaired within the time period, the Trustees shall attend to the repair thereof at the expense of such owner and/or occupier.
- 7.4 No person shall be permitted to use roller blades, skateboards, bicycles, scooters and/or motor bikes and the like, in the parking garage, stairwells and landings, or any common property.
- 7.5 Shopping trolleys are not permitted on the property nor must they be left outside the property in such a way that they obstruct vehicles or pedestrian access to the property.

8. REFUSE DISPOSAL

- 8.1 An owner or occupier of a unit shall:
- 8.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within his unit and his exclusive area.

- 8.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained and further ensure that a refuse bag is not over-filled and/or torn and that no refuse is left on top of a receptacle.
- 8.2 For the purpose of having the refuse collected, place their refuse bag within one of the municipal refuse bins in the area designated by the Trustees.
- 8.3 An owner or occupier shall not allow any refuse for the disposal of which he is responsible, to remain on any landing, staircase, walkway or in any entrance or passage, or on any part of the common property.
- 8.4 An Owner or Occupier shall:
 - 8.4.1 comply with the regulations issued from time to time by the Local Authority pertaining to refuse and refuse collection
 - 8.4.2 be responsible to remove certain of his refuse for which the Local Authority is not responsible
 - 8.4.3 comply with any further Directives imposed by the Trustees in pursuance of this Conduct Rule.
 - 8.4.4 comply with any signage in the refuse room.

9. VEHICLES

- 9.1 Owners and occupiers of units shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature in the parking area or any other way deface the parking area. If dripping occurs, its removal will be for the account of the owner or occupier concerned.
- 9.2 No owner or occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the parking area, and/or his unit.
- 9.3 No vehicles owned by owners or occupiers may be washed in the parking area.
- 9.4 Hooters shall not be sounded within the parking area other than in emergencies.
- 9.5 Vehicles may be parked only on such areas as are specifically designated or approved by Trustees and in such a way that the flow of traffic and access to and egress from driving ramps are not obstructed.
- 9.6 No trucks, caravans, trailers, boats or other heavy vehicles and the like may be parked within the parking area without the prior written consent of Trustees.
- 9.7 Vehicles parking or entering the parking area are subject to the express condition that they are parked at the owner's risk and responsibility and that no liability shall attach to the developer and/or Trustees or its agents or any of

their employees and or the managing agent, 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 in the parking area.

- 9.8 Owners shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to any parking bays.
- 9.9 Owners and occupiers shall inform the Trustees or the managing Agent in writing of the registration numbers of their vehicles and any changes thereto, for security purposes.
- 9.10 Any resident that has a designated parking bay may not park in any visitors bays at any time.
- 9.11 Any vehicles must not be parked in visitors bays for more than 24 hours during week-days, Monday's to Fridays, and 48 hours during the weekend, Saturdays and Sundays.

10. **PARKING**

- 10.1 Parking is to be confined to the parking bays indicated on the annexed sketch plan marked "A" showing the location thereof and the allocation thereof to specific owners of the units. Such owners and/or occupiers are under no circumstances allowed to park in non-designated parking bays, without the written consent of Trustees.
- 10.2 A breach of this rule will entitle Trustees to have any offending vehicle towed away from the parking area at the risk and at the expense of the owner of the vehicle or alternatively the owner of the unit.
- 10.3 Under no circumstance will parking in front of the fire hydrants be permitted. A breach of this rule will likewise entitle Trustees to have any offending vehicle removed or towed away to a public road or garage at the expense and risk of the Owner of the vehicle or alternatively the owner of the Unit.
- 10.4 No owner or occupier or their visitors shall be allowed, in the parking area or common areas, to:
 - 10.4.1 park a vehicle in front of any parking bay or in such a way that the flow of traffic and access to and egress from parking bays are obstructed.
 - 10.4.2 park a vehicle on or over more than one parking bay.
 - 10.4.3 park an un-roadworthy vehicle in the parking garage for an indefinite period or periods.
 - 10.4.4 contravene any road sign in the parking area.
 - 10.4.5 drive a vehicle in excess of the speed limit

- 10.4.6 allow any unlicensed person to drive a vehicle
- 10.4.7 at any time play music from a vehicle
- 10.4.8 drive under the influence of alcohol or drugs

11. ANIMALS, REPTILES AND BIRDS

- 11.1 No animals, reptiles, birds, insects or similar creature shall be brought to, kept on the common property or harboured within a unit, without the prior consent of the trustees.
- 11.2 If an owner or occupier is found to have any animals, reptiles, birds, insects or similar creature either in their unit or on the common property without the prior consent of the trustees and fails to remove it, the trustees shall be entitled to enter the unit and employ a third party to remove the creature. The owner shall be responsible for all costs incurred including any cleaning up of common property which might be necessary.
- 11.3 Any animal that causes any nuisance, disturbance, inconvenience and/or annoyance to any other owner and/or occupier, particularly in the form of chirping, barking and/or meowing, shall be permanently removed from the building, even if prior approval was obtained by the trustees.
- 11.3.1 Any owner/occupier who has been granted authority to keep or harbour any animal, reptile, or pet shall ensure that such animal, reptile or pet does not foul any part of the common property or otherwise cause any nuisance. Owners/occupiers concerned will be responsible for cleaning up any fouled common property and/or for any damages incurred by such animal.
- 11.4 The Trustees may at any point in time reserve the right to have any animal removed.

12. LEVIES

Levies are due in advance on the first day of each month and are payable within 7 (seven) days after which interest at a rate determined by the Trustees will be payable thereon.

13. INSURANCE

- 13.1 The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular Unit, which shall at all times be the sole responsibility of the owner/occupier in question.

- 13.2 An owner/occupier shall not do or permit to be done in his Unit or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy nor bring into the buildings any hazardous substances and/or any form of machinery whatsoever.
- 13.3 An owner/occupier shall not store or harbour upon the common property or any part thereof or in his Unit any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.
- 13.4 Any excess or shortfall for any claim submitted on or against the body corporate insurance, shall be paid by the owner or occupier.

14. LETTING OF UNITS

- 14.1 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 any lease or any grant of rights of occupancy, which consent shall not be unreasonably withheld.
- 14.2 The owner shall be obliged to notify security AND the body corporate if they want to let their property for a period of 1 month or less.
- 14.3 Notwithstanding anything to the contrary contained in any lease agreement, the owner of a unit shall, as far as the Trustees is concerned, be liable for:
- 14.3.1 All electricity charges in respect of a unit.
- 14.3.2 All fines imposed by the Trustees in terms of these rules on the owner and occupier of a unit.
- 14.3.3 An administrative fee, as determined by the managing agent from time to time, shall be charged to the owner of a unit by the managing agent for:
- 14.3.3.1 separate or additional statements to be sent to an occupier/tenant or other party in respect of any charges imposed by the managing agent.
- 14.3.3.2 statements for income tax purposes.
- 14.4 Within 30 (thirty) days of entering into a lease agreement in respect of a unit, the Owner shall notify the managing agent of:
- 14.4.1 The full names, address and telephone number of the Tenant and other occupiers of the unit.
- 14.4.2 The duration of the lease.
- 14.4.3 The amount of persons who will occupy the Unit.

- 14.5 A complete copy of the Conduct Rules must accompany the agreement of lease and/or tenancy. A right recourse against the Owner is reserved in the event of the Tenant and/or Occupier failing and/or refusing to comply with the rules. An owner shall remain responsible for the conduct of his Tenant and/or Occupier and penalties imposed on them in terms of the Conduct Rules, may be recovered from the Owner, if not paid accordingly.
- 14.6 An Owner shall, prior to concluding an agreement to lease his unit or prior to granting right of occupancy thereto, be obliged to obtain from the proposed tenant or occupier a written undertaking to comply fully with the conduct rules for the duration of his lease or occupation. Failure to obtain a written undertaking does not absolve any owner from ensuring compliance to the conduct rules by his tenant and/or occupier.

15. ACTIVITIES ON COMMON PROPERTY

No hobbies or other activities may be conducted on the common property if they cause nuisance to other owners and/or occupiers. The Trustees shall be the final adjudicators resolving complaints of this nature.

16. GENERAL

- 16.1 The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a unit and/or exclusive use area or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual unit by reason of any defect in the common property, its amenities or for any act done or for any neglect on the part of the Trustees or any of the trustees employees, servants, agents or contractors.
- 16.2 The Trustee or its agent's representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 16.3 The body corporate and security personnel are not permitted to hold any items, including keys, for any residents or members or be held responsible for the loss or damage of any such items.
- 16.4 No firearms or pellet guns may be discharged on the common property.
- 16.5 An owner shall not use or permit his unit to be used for any purpose which is injurious to the reputation of the body corporate.
- 16.6 All complaints, violation of these conducts rules, or any other cause of concern must be in written form, addressed to the board of Trustees, managing agent or security contractors.

17. LAUNDRY AND DRYING FACILITIES

An Owner or Occupier of a Unit shall not:

- 17.1 erect his own washing lines.
- 17.2 place or hang any washing or laundry or any other items on any part of the buildings or on the common property where it is visible from outside the building or from any other unit.
- 17.3 hang washing, linen or other items on balconies (including washing lines/stands erected on balconies), in windows or in corridors.

18. USE OF THE UNIT

- 18.1 The unit shall be used by the owner for residential accommodation purposes only, except for commercial sections 4, 5 and 6.
- 18.2 The unit shall not be occupied by any number of people in excess of that stipulated in clause 5.1.2 herein.
- 18.3 The owner shall have the right of reasonable use, having regard to the right of the other owners and/or occupiers of the common property.
- 18.4 The owner shall be responsible for and make good any loss of, damage and unapproved additions and alterations to the common property and the furniture and fittings, therein belonging to the Body Corporate and/or Trustees and/or Managing Agent, together with any damage sustained to any other units caused by any act of on the part of the Owner and/or Occupant of the Owner's Unit or any of his invitees or any other person permitted access to the common property or other Units by the Owner and/or Occupier.
- 18.5 The Owner will not use or permit the Unit to be used for illegal or improper purposes or in a manner which creates a disturbance to other persons.
- 18.6 The Owner undertakes to comply with the Management and Conduct Rules and any other measures imposed by the Trustees from time to time and shall ensure that its invitees so comply.
- 18.7 It is recorded that the Conduct Rules have been compiled to promote a safe, orderly and pleasant living environment.

19. GENERAL DUTIES OF OWNER AND/OR OCCUPIER

The Owner and/or Occupier shall, in addition to any other duties and obligations imposed upon it elsewhere in the Agreement and/or its annexures:

- 19.1 prevent any blockage of any sewerage or water pipes or drains in or used in connection with the unit

- 19.2 care for and clean the interior of the Unit.
- 19.3 ensure that all vehicles driven by it or its invitees shall not obstruct the free flow of traffic, the entrances or exits of the ramp ways.

20. LITTERING

- 20.1 An Owner or Occupier of a Unit 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 Unit may not throw any material or object out of the windows or over balcony walls.
- 20.2 No junk mail or discarded post may be left outside the post boxes and incorrect mail should be redirected appropriately.

21. ERADICATION OF PESTS AND HEALTH REGULATIONS

- 21.1 An Owner shall keep his Unit free of rats, mice, cockroaches, and other pests and to this end shall permit the Trustees, the Managing Agent, and their duly authorized agents or employees, to enter upon his Unit from time to time for the purpose of inspecting the Unit 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 Unit, replacement of any woodwork or other material forming part of such Unit, which may be damaged by any such pests, shall be borne by the Owner of the Unit concerned.
- 21.2 It is the responsibility of each Owner to ensure that his activities inside his Unit 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 persons.

22. SECURITY, SAFETY AND RISK

- 22.1 Owners and Occupiers and/or employees of such Owners and/or Occupiers must at all times ensure that the security and safety of all Owners, Occupiers and their property are preserved, and in particular must ensure that:
 - 22.1.1 upon entering or leaving the property, all security gates or doors are properly closed
 - 22.1.2 such gates or doors are never opened for unknown or uninvited persons.

- 22.1.3 their visitors, employees, contractors comply with the Directives imposed by the Trustees, inclusive of the signing of a visitors' book at security.
- 22.1.4 security gate keys, access controls and access codes to permit access to the Development are handled responsibly and not placed in the care of third parties.
- 22.2 Owners or Occupiers must immediately report instances of lost keys and/or access controls to the Trustees and request replacement at their own cost. Should an access control be lost, the Owner or Occupier will be liable to refund all costs to replace, which could include the re-coding of all relevant access controls. Replacement or issue of additional security gate keys and access controls must only be administered via the Trustees or Managing Agent.
- 22.3 No obstacles, objects, which may interfere with the normal operation of the electronic gates may be inserted therein or placed in such a manner to avoid the automatic closure of the gate.
- 22.4 No owner or Occupier shall tamper with or attempt repairs to the electronic gates or its components. Any faults are to be reported to the Trustees.
- 22.5 All persons on the common property or using any of its facilities or services are done so entirely at their own risk, and no person shall have any claim against the Body Corporate, its Trustees and/or Managing Agent of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate 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 common property, its amenities or in the individual Units nor for any act done or for any neglect on the part of the Body Corporate or Managing Agent or any of the Managing Agent's employees, agents or contractors.

23. EMPLOYEES

- 23.1 Owners and Occupiers may not request employees of the Managing Agent to perform any tasks for them during their working hours nor may they leave keys or any other items with security guards for safekeeping.
- 23.2 Employees of Owners or Occupiers may only use the common property and facilities in such manner and at such times and subject to the conditions and/or Directives prescribed by the Trustees.

- 23.3 An Owner or Occupier shall in respect of his own employees:
- (a) be responsible for the conduct of his employees, and for any, person visiting such employees;
 - (b) ensure that his employees comply with the Conduct Rules.

24. CONTRAVENTION OF RULES

- 24.1 Should Conduct Rules 9 and 10 be contravened, with regard to parking of vehicles, the Trustees may:
- 24.1.1 arrange for the vehicle to be clamped, at the risk and costs of the Owner thereof and/or person in control of the vehicle, or
 - 24.1.2 arrange for a clamped vehicle to be released subject to the payment of a release fee, or
 - 24.1.3 arrange for the vehicle to be removed at the risk and costs of the Owner thereof and/or person in control of the vehicle, or
 - 24.1.4 impose a fine in terms of Conduct Rule 25, or
 - 24.1.5 obtain an interdict, or
 - 24.1.6 impose more than one of the options hereinmentioned.
- 24.2 Should Conduct Rule 6 be contravened and any damage, alternation, addition be effected to the exterior of a Unit or to the common property or a structural alteration be effected to the interior of a Unit without the necessary consents, or should an Owner or Occupier to do anything on the common property, which, in the discretion of the Trustees is aesthetically displeasing, the Trustees may:
- 24.2.1 require an Owner to remove such object and restore the property, at his own cost, and should an Owner fail to remove such object and any such failure persists for a period of 14 (fourteen) days after the giving of written notice to remove and restore given by the Trustees or the Managing Agent on their behalf, the Trustees shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner, or
 - 24.2.2 impose a fine in terms of Conduct Rule 25, or
 - 24.2.3 obtain an interdict, or
 - 24.2.4 impose more than one of the options hereinmentioned.
- 24.3 If any Conduct Rule is contravened the Trustees may, irrespective of sub-rules (1) and (2):
- 24.3.1 impose a fine in terms of Conduct Rule 25, or

- 24.3.2 obtain an interdict, or
- 24.3.3 impose more than one of the options hereinmentioned.
- 24.3 Neither the Trustees, nor the Managing Agent, may be held liable by owners in respect of any inconvenience caused by any of the above actions.

25. IMPOSITION OF PENALTIES

- 25.1 If the Conduct of an Owner or an Occupier of a Unit or his visitors constitutes a nuisance in the opinion of the Trustees, or if an Owner, Occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees must furnish the Owner or Occupier with a written notice, which may in the discretion of the Trustees, be delivered by hand, email or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the Owner or Occupier of the Unit. The Trustees may at their own discretion choose the number of warnings issued based on the nature of the offence before further action is taken.
- 25.2 If the Owner or Occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Trustees may impose a fine at their own discretion.
- 25.3 The Trustees may, from time to time, determine the amount of the initial and subsequent penalties, which amounts may vary from Conduct Rule to Conduct Rule or from offence to offence. The maximum penalty that may be imposed is three times the monthly levy.

26. 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.

27. ACCESS CONTROL

- 27.1 Replacement vehicle access discs may be obtained from the Managing Agent at the cost of the owner.
- 27.2 The Trustees shall from time to time, if applicable, determine a fee for additional discs and lost discs.
- 27.3 Each Owner or Occupier shall be programmed on the biometrics if applicable, to gain access.

- 27.4 An Owner and/or Occupier living in the development shall ensure that the access controls are not tampered with or used unnecessarily.

28. POST BOXES

- 28.1 Post Boxes shall be for the exclusive use of Owners and/or Occupiers of the Units.
- 28.2 Post Boxes shall be kept closed and locked when not in use.
- 28.3 An Owner or Occupier of a Unit shall maintain the post box, doors and locks in good working order and condition
- 28.4 An Owner and/or Occupier of a Unit may effect repairs to his/her post box provided that the appearance of the post box is in conformity with the existing post boxes.

29. VANDALISM

- 29.1 Vandalism of any nature whatsoever will not be tolerated.
- 29.2 Offenders will be prosecuted according to the Law.

30. SIGNAGE

- 30.1 With the exception of commercial sections 4,5 and 6, no signage, may be either fixed to the exterior of a Unit nor may any signage be displayed inside a Unit in such a fashion that it can be seen from outside. This includes estate agent signs, and letting or selling signage.
- 30.2 All signage erected by commercial sections 4,5 and 6 must be approved by the Trustees.
- 30.3 No member, with the exception of commercial sections 4,5 and 6, may allow any advertisement, name or lettering of any unsightly size, colour or character to be painted on or affixed to any wall, building or structure on the land and no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of the buildings.

31. CHILDREN

Owners and occupants shall properly supervise their children, their children's friends and the children of their visitors to the extent that they do not infringe any of these rules. The owner of the unit will be held directly responsible for any such infringements.

32. VISITORS AND DELIVERIES

- 32.1 All visitors arriving at The Beaumont must communicate to the security guard as to which unit they will be visiting. The guard will then call the occupant and advise that there is a visitor at the front gate. If the occupant provides consent, the guard will permit the visitor to enter the premises.

The visitor must then present his ID document to the guard to prove his identity and sign the visitor register before he will be allowed access.

If the visitor cannot prove his identity, the occupant must be called to reception to identify him before he will be permitted to enter the building.

- 32.2 No delivery personnel will be permitted access into the building. They must report to the security desk and the occupant will be called to come to the desk to receive the goods.

33. FIRE SAFETY

- 33.1 The fire escape doors on the ground floors on the ground floor on each of the two sides of the building leading up to the units from the parking area are only to be used as emergency exits and not for general access.
- 33.2 The lifts in the main foyer and the Grove Street block are the only permitted means of general entry to and exit from the buildings.
- 33.3 In the event of a power outage, the lifts will be out of service with the exception of the western lift in the main foyer which is connected to the emergency generator.

34. BRAAIING

- 34.1 Owners/occupiers may braai on their balconies in contained braais/webbers. No wood fires are allowed.
- 34.2 Owners/occupiers should be aware that the smoke emanating from their braais may inconvenience fellow residents, in which event security will issue an instruction to the offending owner/occupier to immediately extinguish the braai fire.
- 34.3 If any owner/occupier is found to be making any unsafe/illegal fires, they will be instructed by security to extinguish them immediately.