

# BELVERDERE COURT

## SECTIONAL TITLE SCHEME

### CONDUCT RULES

#### 1. APPLICABILITY

- 1.1 These Conduct Rules, together with the provisions of Management Rules 68, and Section 44 the Sectional Title Act No 95 of 1986, as amended from time to time, are applicable to and binding upon all Owners of Units, Tenants 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, guests, employees and contractors.
- 1.3 The Trustees or Managing Agents, duly authorised, shall, in accordance with the Management Rule 31(5), be entitled to recover all legal costs (including costs usually regarded as attorney and client costs) incurred by the Trustees or Managing Agents, duly authorised, in enforcing compliance with the Conduct Rules.
- 1.4 The Trustees or Managing Agents, duly authorised, may (as referred to in Conduct Rule 26) add the fine imposed on an Owner to his contribution payable and the Trustees or Managing Agents, 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 the Section 35(2)(a), read together with Annexure 8 of the Regulations of the Sectional Title Act 95 of 1986.

#### 2. DIRECTIVES

- 2.1 The Trustees or Managing Agents, duly authorised, may issue Directives in connection with any Conduct Rule.
- 2.2 The Directives shall not be in conflict with any other Management Rule, Conduct Rule or the Guidelines.
- 2.3 The Directives shall provide direction as to the practical application of a Conduct Rule.

#### 3. USE OF UNIT AND/OR COMMON PROPERTY

- 3.1 No Owner or Occupier of a Unit may, without the prior consent of the Trustees: -
  - 3.1.1 use the Unit for any purpose other than residential accommodation,
  - 3.1.2 hold or permit to be held any auction or a fête in the Unit or on the common property.
  - 3.1.3 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, save for signage allowed for the Commercial/Retail Components.
  - 3.1.4 No Owner or occupier of a Unit 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 Unit without written consent of the Trustees or Managing Agents, duly authorised, first having been obtained. Signage will be governed by the Trustees in terms of standard design guidelines for the placement of such signs. Only signage with direct reference to the type of business being conducted on any Unit will be permitted. Signage and/or obstacles placed on the common property which is not in keeping with the Body Corporate regulations may be removed by the Trustees or Managing Agents, duly authorised, without the Unit Owner's consent. The cost thereof shall be for the Unit Owner's account.

- 3.1.5 erect, keep, store, leave or allow to be erected, any article or thing on any part of the common property.
- 3.1.6 remove any shrub, tree or plant on or in the common property *including exclusive use areas*.
- 3.1.7 carry on any noisy, injurious or objectionable trade or business of any kind in any Unit or on the common property.
- 3.1.8 it is not permitted to loiter in and or obstruct the catwalks, stairwells and lifts. The common property shall not be used for gatherings or parties of any nature whatsoever.
- 3.2 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. *No items may be hung over balcony walls or out of windows, in corridors or on any part of the building or the common property so as to be visible to the public or other occupiers. Laundry may not be hung over unit balcony railings or walls or anywhere on the common property. Laundry must be placed below the level of railings and walls.*
- 3.3 An Owner or Occupier shall ensure that all external windows shall have fitted curtains and/or fitted blinds to screen such windows, which curtains and/or blinds must be in good condition and must be neutral coloured (*white, off-white, cream, beige or light brown only*). *Any variance must be approved by the Trustees on written application.*
- 3.4 An Owner or Occupier shall ensure that any interior alterations, which are visible from outside of the Unit, must be approved by the *Trustees*, prior to any such alternation being effected.
- 3.5 An Owner or Occupier shall be responsible for the water proofing of his/her balcony. Any damage occasioned to any other Unit or Common Property as a result of any such Owner failing to attend to such waterproofing, shall be liable to make good all such damages.
- 3.6 The Owner and/or Occupier shall have the right of reasonable use, having regard to the right of the other Owners and/or Occupiers of the common property.
- 3.7 The Owner and/or Occupier 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 or the Managing Agents, duly authorised, 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.
- 3.8 The Owner and/or Occupier 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.
- 3.9 The Owner and/or Occupier 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.
- 3.10 It is recorded that the Conduct Rules have been compiled to promote a safe, orderly and pleasant living environment.

#### 4. DAMAGE, ALTERATIONS OR ADDITIONS TO A UNIT AND TO THE COMMON PROPERTY

- 4.1 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 written consent of the Trustees.
- 4.2 To ensure uniformity of appearance, an Owner or Occupier shall not attend to any visible alteration, addition, extension, renovation, repairs or decoration to the exterior of his Unit or to the common property,

including but not limited to, without the prior written consent of the Trustees to:

- 4.2.1 install any locking device, safety gate, burglar bars or other safety devices for the protection of a Unit, which shall be in accordance to the Standard Design being of black/charcoal/dark grey colour. Such standard design shall be determined by the trustees.
- 4.2.2 install a canopy on a Unit.
- 4.2.3 install a screen or other device to prevent the entry of animals, insects, etc.
- 4.2.4 install 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, chimneys or chimneys flues etc.
- 4.2.5 make any structural, decorative or other alteration or addition to a Unit externally or internally to the extent that it can be seen externally.
- 4.2.6 any alteration to plumbing and electrical wiring or conduits and pipes.
- 4.3 All internal building alterations are to be approved by the Trustees. An approved plan with a R15 000,00 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 during standard working hours, which are Monday to Friday between 08h00 – 17h00. 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.
- 4.4 Owner or Occupier of a Unit shall ensure that any broken windowpane is replaced within 3 (three) days of breaking from whatsoever cause failing which the work can be carried out by the Body Corporate or the Managing Agent, duly authorised, on behalf of the Owner, and the Owner will be liable for the costs thereof.
- 4.5 An Owner wishing to enclose a portion or the whole of his/her balcony and included within his/her Unit shall firstly obtain the consent for such enclosure by way of a special resolution from the body corporate and if granted, shall thereafter submit plans and obtain approval from the controlling authority. Once enclosed, it is the liability of the Owner of the Unit to make contributions in terms of Section 37(1)(a) or 47(1) or any reduced value having been attached to his/her vote and as calculated in terms of Section 32(4) should be adjusted in order to eliminate any reduction attributed to such balcony.

## 5. BEHAVIOUR OF OWNERS, OCCUPIERS AND GUESTS

- 5.1 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:
  - 5.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other Owner or Occupier, particularly in the form of loud music, radio or Television or irritable audible noisome sound. *Noise shall at all times be kept to a minimum. Radios, televisions, record players, compact disc players, tape recorders, cellular phones, Ipods and other music players and musical instruments shall be used in such a manner that they cannot be heard from neighbouring units. This includes no slamming of security gates/front doors/inside doors, and no shouting, screaming, singing and running on the common property, parking areas, stairwells, foyer and landings.*
  - 5.1.2 detrimentally affect the rights and interests of other Owners or Occupiers.
- 5.2 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 7 (seven) days of written notice by the Trustees, to the satisfaction of the Trustees or Managing Agents, duly authorised. In the event that such damages had not been repaired within the aforesaid time period, the Trustees or the Managing Agent, duly authorised, shall attend to the repair thereof at the expense of such Owner and/or Occupier.

- 5.3 *No Owner, Occupier or guest shall be permitted to use roller blades, skateboards, bicycles, ball games and the like, on the parking area, stairwells and landings and foyer, or any common property*
- 5.4 *No smoking, eating or drinking of alcoholic beverages in lifts, stairwells, corridors, foyer and any other part of the common property. "Drinking" is deemed to include possession of any open containers of liquid.*
- 5.5 *No firearms, pellet guns, air gun or any other device, including traditional weapons, which could cause bodily harm or damage to property, may be discharged in a section or any part of the common property. 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.*
- 5.6 *The cooking or braaing of food on balconies or terraces is prohibited ONLY GAS BRAAIS ARE PERMITTED*

## 6. REFUSE DISPOSAL

An Owner or Occupier of a Unit shall:

- 6.1 maintain in a hygienic and dry condition, a receptacle for refuse within his Unit and his exclusive area, if applicable, or on such part of the common property as may be authorised by the Trustees, in writing.
- 6.2 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.
- 6.3 for the purpose of having the refuse collected, place such receptacle in the refuse bins provided in the refuse area as designated by the Trustees.
- 6.4 No garbage and/or rubble may be left outside the Unit at any time whatsoever. *Under no circumstances are Owners or Occupiers allowed to place refuse anywhere other than the Refuse rooms. This includes throwing refuse, dirt, cigarette butts, food scraps or any other litter whatsoever out of windows or over or onto balconies or terraces.*
- 6.5 The Trustees or Managing Agents, duly authorised, may instruct a Managing Agent employee to maintain the receptacles within a refuse room and to fulfil any of the tasks referred to in sub-rules 8.1 and 8.3.
- 6.6 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.
- 6.7 An Owner or Occupier shall:
  - 6.7.1 comply with the regulations issued from time to time by the Local Authority pertaining to refuse and refuse collection.
  - 6.7.2 be responsible to remove certain of his refuse for which the Local Authority is not responsible.
  - 6.7.3 comply with any further Directives imposed by the Trustees in pursuance of this Conduct Rule.
  - 6.7.4 comply with any signage in the refuse room. *IF A recycling scheme has been implemented at the complex. Bins have been marked as 'Recyclables' and 'Non-recyclables'. Owners or Occupiers are encouraged to support the scheme by separating their refuse and placing this in the correct bins.*

## **7. DISCHARGE TO SEWERAGE DISPOSAL SYSTEM**

- 7.1 *No person shall discharge or cause or permit the discharge into any sewerage disposal system of any sewage, industrial effluent or other liquid or substance which contains any material of whatsoever nature, including oil, grease, fat, detergents and sanitary towels which may inhibit the unrestricted conveyance of sewage through the sewerage disposal system.*

## **8. VEHICLES**

- 8.1 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 on the parking areas or in any other way deface the parking area. If dripping occurs, its removal will be for the account of the Owner or Occupier concerned.
- 8.2 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.
- 8.3 No vehicles owned by Owners or Occupiers may be washed in the parking area or anywhere on the common property.
- 8.4 Hooters shall not be sounded within the parking area other than in emergencies.
- 8.5 Vehicles may be parked only on such areas in the parking area as are specifically designated or approved by Trustees, and in such a way that the flow of traffic and access to and egress are not obstructed.
- 8.6 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.
- 8.7 Vehicles parking or entering the parking area are subject to the express condition that it is 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, duly authorised, 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.
- 8.8 Owners and Occupiers shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to any parking area.

## **9. PARKING**

- 9.1 Parking is to be confined to the specified parking areas and such Owners and/or Occupiers are under no circumstances allowed to park in non-designated parking bays, without the written consent of Trustees or Managing Agents, duly authorised.
- 9.2 A breach of this Conduct Rule will entitle Trustees, to have any offending vehicle towed away from the parking area or the clamping of such wheels at the risk and at the expense of the Owner of the vehicle or alternatively the Owner or Occupier of the Unit.
- 9.3 Under no circumstances will parking in front of the fire hydrants be permitted. A breach of this Conduct Rule will likewise entitle Trustees or Managing Agents, duly authorised, to have any offending vehicle removed or towed away to a public road or area or the clamping of such wheels at the expense and risk of the Owner of the vehicle or alternatively the Owner or Occupier of the Unit.
- 9.4 No Owner or Occupier or their visitors shall be allowed in the parking area to:
- 9.4.1 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.

- 9.4.2 park a vehicle on or over more than one parking bay.
- 9.4.3 park an unroadworthy vehicle in the parking area for an indefinite period or periods.
- 9.4.4 contravene any road sign in the parking area.
- 9.4.5 drive a vehicle in excess of the speed limit in the parking area.
- 9.4.6 allow any unlicensed person to drive a vehicle in the parking area.
- 9.4.7 at any time play music from a vehicle parking in the parking area.

## **10. ANIMALS, INSECTS, REPTILES AND BIRDS**

- 10.1 No animals, insects, reptiles, birds and/or pets shall be kept or harboured in a Unit, or on the common property unless expressly authorised in writing by the Trustees. When granting such authority, the Trustees, may prescribe any reasonable condition. Should any prescribed condition be breached, the Trustees, may immediately withdraw such authority.
- 10.2 General terms to be observed by the pets in the complex.
- 10.2.1 Should the pet be taken for a walk on the common property it must be accompanied by the owner and be on a lead at all times
- 10.2.2 Under NO circumstance, may the animal; defecate or urinate on the common property or any owner's property
- 10.2.3 The owner/resident/tenant may not allow the pet to be unattended or left to wander night or day on the common property on its own,
- 10.2.4 The pet may not cause a nuisance to any other unit in the complex in any form and may not bark or meow at any time of the night or day.
- 10.3 Visitors and guests are not allowed to bring any pets onto the common property or buildings

## **11. LEVIES**

Levies are due in advance on the first day of each month. Interest at a rate determined by the Trustees or Managing Agents, duly authorised, shall be payable from the 2<sup>nd</sup> day of the month for any unpaid levies. After the 3<sup>rd</sup> (third) late payment, the Trustees or Managing Agents, duly authorised, shall have the right to insist on a debit order or stop order for such monthly payment.

## **12. INSURANCE**

- 12.1 An Owner or 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 Managing Agent, 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.
- 12.2 An Owner or 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, or increase the premium payable in respect of such policy.
- 12.3 If the excess arises from damage to common property caused by an Owner, tenant or guest, the Owner concerned will be responsible for the excess.
- 12.4 Owners are responsible for the additional insurance premium for any improvement within a section, which requires a higher insurance replacement value.

### 13. LETTING OF UNITS

- 13.1 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.
- 13.2 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:
- 13.2.1 all electricity charges in respect of a Unit;
- 13.2.2 all fines imposed by the Trustees, in terms of these Conduct Rules on the Owner and Occupier of a Unit;
- 13.2.3 an administrative fee, as determined by the Trustees, from time to time, shall be charged to the Owner of a Unit by the Trustees, for:
- 13.2.3.1 separate or additional statements to be sent to an Occupier/Tenant or other party in respect of any charges imposed by the Trustees;
- 13.2.3.2 statements for income tax purposes.
- 13.3 Prior to entering into a lease agreement in respect of a Unit, the Owner shall notify the Trustees or the Managing Agent, duly authorised, of:
- 13.3.1 The full names, address and telephone number of the Tenant and other Occupiers of the Unit;
- 13.3.2 The duration of the lease;
- 13.3.3 The number of persons who will occupy the Unit;
- 13.3.4 All Tenants and/or Owners must be in possession of an access disc or *valid fingerprint* to access the Development.
- 13.4 A complete copy of the Conduct Rules must accompany the agreement of lease and/or tenancy. A right of recourse against the Owner is reserved in the event of the Tenant and/or Occupier failing and/or refusing to comply with the Conduct 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.
- 13.5 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 an Owner from ensuring compliance to the Conduct Rules by his Tenant and/or Occupier.
- 13.6 An Owner shall notify the Trustees or the Managing Agent, duly authorised, forthwith in writing of any change of Ownership in, or occupation of his Unit, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered Owner, and of any mortgage of or other dealing in connection with his Unit. The afore-mentioned notification shall contain the date of occupation, the new contact details of the Owner as seller and the contact details of the purchaser.
- 13.7 *Short term letting shall be defined as three (3) months which is not allowed but permission could be granted at the discretion of the Trustees.*
- 13.8 The parties acknowledge that they are bound to the Body Corporate Conduct Rules with specific reference to clause 14, of such aforementioned Rules which are set out herein as follows:
- 13.8.1 Without limiting the generality of the foregoing the Landlord, wanting to rent out his apartment shall ensure that:

- 13.8.1.1 he uses the specifically prepared standardised Agreement of Lease;

### 14. ACTIVITIES ON COMMON PROPERTY

- 14.1 **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 or Managing Agents, duly authorised, shall be the final adjudicators resolving complaints of this nature.

### 15. GENERAL

- 15.1 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.
- 15.2 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.
- 15.3 No firearms or pellet guns may be discharged on the common property.
- 15.4 All complaints, violation of these Conduct Rules, or any other cause of concern must be in written form, addressed to the Chairman of the Trustees *and/or the Managing Agent, duly authorised.*

### 16. GENERAL DUTIES OF PURCHASER 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:

- 16.1 prevent any blockage of any sewerage or water pipes or drains in or used in connection with the Unit.
- 16.2 care for and clean the interior of the Unit.
- 16.3 *Owners or Occupiers must keep their windows and doors (internal and external) clean.*
- 16.4 *Owners or Occupiers must keep all exclusive use areas, including terraces and balconies, clean.*
17. **LITTERING**
- 17.1 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 windows or over balcony walls.
- 17.2 No junk mail or discarded post may be left outside the post boxes and incorrect mail should be redirected appropriately

### 18. ERADICATION OF PESTS AND HEALTH REGULATIONS

- 18.1 An Owner or Occupier *must* keep his Unit free of rats, mice, cockroaches, *maggots, flies, ants*, and other such similar pests and to this end shall permit the Trustees or the Managing Agent, and their duly authorised 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.
- 18.2 It is the responsibility of each Owner or Occupier 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 affect the health, safety or property of other persons.
19. **SECURITY, SAFETY AND RISK**
- 19.1 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:
- 19.1.1 upon entering or leaving the property, all security gates or doors are properly closed;
- 19.1.2 such gates or doors are never opened for unknown or uninvited persons;
- 19.1.3 their visitors, employees and/or contractors comply with the Directives imposed by the Trustees or Managing Agents, duly authorised, inclusive of the signing of a visitors' book at security and providing proof of identity of such visitors (if so required);
- 19.1.4 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, except with the prior consent of Trustees or Managing Agents, duly authorised;
- 19.1.5 additional or replacement keys and/or tags and/or remotes will be for the account of the Owner and will be added such Owner's monthly levy.
- 19.2 Owners or Occupiers must immediately report instances of lost keys and/or access controls to the Trustees or Managing Agents, duly authorised, 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 Agents, duly authorised.
- 19.3 No obstacles or 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.
- 19.4 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.
- 19.5 *No Owner or Occupier shall tamper with fire hydrants or any of its components. This is a criminal offence and will be addressed accordingly.*
- 19.6 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 or Managing Agents, duly authorised, 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 Trustees or the Managing Agent, duly authorised, 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 Trustees or the Managing Agent, duly authorised, or any of the Trustees' or the Managing Agent's employees, agents or contractors.
- 19.7 *An Owner or Occupier of a Unit shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property access control discs, keys, or remotes. An Owner or Occupier of a Unit may not throw these objects out of windows or over balcony walls so that a known or unknown person can use them.*
20. **EMPLOYEES**
- 20.1 Owners and Occupiers may not request employees of the Trustees or the Managing Agent, duly authorised, to perform any tasks for them during their working hours.
- 20.2 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.
- 20.3 An Owner or Occupier shall in respect of his own employees:
- 20.3.1 be responsible for the conduct of his employees, and for any person visiting such employees;
- 20.3.2 ensure that his employees comply with the Conduct Rules.
21. **CONTRAVENTION OF RULES**
- 21.1 Should Conduct Rules 10 (VEHICLES) and/or 11 (PARKING) be contravened, with regard to parking of and care of vehicles, the Trustees, may:
- 21.1.1 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
- 21.1.2 arrange for a clamped vehicle to be released subject to the payment of a release fee, or
- 21.1.3 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
- 21.1.4 impose a fine in terms of Conduct Rule 25 (IMPOSITION OF PENALTIES), or
- 21.1.5 obtain an interdict, or
- 21.1.6 impose more than one of the options hereinmentioned.
- 21.2 Should Conduct Rule 6 (DAMAGE, ALTERATIONS OR ADDITIONS TO A UNIT AND TO THE COMMON PROPERTY) be contravened and any damage, alteration, addition to 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 do anything on the common property, which, in the discretion of the Trustees is aesthetically displeasing, the Trustees, may:
- 21.2.1 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 7 (seven) days after the giving of written notice to remove and restore given by the Trustees or the Managing Agent, duly authorised, the Trustees or Managing Agents shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner, or
- 21.2.2 impose a fine in terms of Conduct Rule 25 (IMPOSITIONS OF PENALTIES), or
- 21.2.3 obtain an interdict, or
- 21.2.4 impose more than one of the options hereinmentioned.
- 21.3 If any Conduct Rule is contravened the Trustees, may, irrespective of sub-rules 25.1 and 25.2:
- 21.3.1 impose a fine in terms of Conduct Rule 25 (IMPOSITIONS OF PENALTIES), or
- 21.3.2 obtain an interdict, or
- 21.4 impose more than one of the options hereinmentioned.

## 22. IMPOSITION OF PENALTIES

- 22.1 If the Conduct of an Owner or an Occupier of Unit or his visitors constitutes a nuisance in the opinion of the Trustees if an Owner, Occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees, may furnish the Owner or Occupier with a written notice, which may in the discretion of the Trustees, be delivered by hand, or by way of facsimile or electronically transmitted by email or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Conduct 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, they will be liable to be considered to a fine.
- 22.2 If the Owner or Occupier nevertheless persists in that particular conduct or in the contravention of any Conduct Rule, the Trustees, may convene a meeting of Trustees, to discuss the matter and to impose a fine.
- 22.3 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 that specific meeting.
- 22.4 After the Owner or Occupier has been given the opportunity to present his case, the Trustees, may by way of a special resolution (66% (sixty six per centum) of the Trustees, present at the meeting with a minimum of 3 (three) Trustees), impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.
- 22.5 The Trustees, may, at a general meeting, 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, *and be summarised in a Schedule. This Schedule of Fines and Penalties will remain in force until it has been amended at any subsequent general meeting.* In the absence of such a determination a maximum penalty of three times the monthly levy may be imposed as an initial penalty and a further maximum penalty of three times the monthly levy may be imposed as a subsequent penalty.

## 23. RELAXATION OF RULES

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

## 24. ACCESS CONTROL

- 24.1 Additional access discs *or fingerprint loads* may be obtained from *or arranged with* the Trustees or the Managing Agents, duly authorised, at a cost to the Owner, which amount shall be added to the levy by the Managing Agent.
- 24.2 The Trustees shall from time to time determine a fee for additional discs and lost discs *and fingerprint loads*.
- 24.3 An Owner and/or Occupiers living in Development shall ensure that the access controls are not tampered with or used unnecessarily *or given to visitors*.
- 24.4 Programming and the purchasing of remotes and/or tags and/or keys by any individuals, who are not authorised by the Trustees or Managing Agents is strictly prohibited.

- 24.5 *A visitor is defined as anyone not residing in a Unit and includes, but is not limited to, guests, owners, letting agents, estate agents and contractors.*

## 25. POST BOXES

- 25.1 Post boxes shall be for the exclusive use of Owners and/or Occupiers of the Units.
- 25.2 Post boxes shall be kept closed, when not in use.
- 25.3 An Owner or Occupier of a Unit shall maintain the post box, doors and hinges in good working order and condition.
- 25.4 An Owner and/or Occupier of a Unit may affect repairs to his/her post box provided that the appearance of the post box is in conformity with the existing post boxes.

## 26. VANDALISM

- 26.1 Vandalism *and graffiti* of any nature whatsoever will not be tolerated.
- 26.2 Offenders will be prosecuted according to the Law and shall be held liable for any damages sustained as a result of their actions.
- 26.3 The Trustees may from time to time, in their own discretion, amend any of these Rules pertaining to both the Pool Area and/or gym.
- 26.4 All signage erected in both the pool area and the gym shall be adhered to at all times.

## 27. SHOW HOUSES

- 27.1 Should an Owner wish to sell his apartment and in the event of a show house being required the following procedure needs to be strictly adhered to: -
- 27.1.1 the Owner needs to advise the Managing Agent 7 days prior to the date in writing of the date and time of the intended showing as well as the relevant details of the agent employed to do such showing.
- 27.1.2 on the date of showing the Owner needs to accompany the agent to security and advise security that such agent will be bringing prospective purchasers into the Development.
- 27.1.3 at no time whatsoever may a prospective purchaser enter the Development unaccompanied.
- 27.1.4 show days will be restricted to Sundays between 14h00 – 17h00.
- 27.1.5 notwithstanding the above, the Trustees may impose additional rules as they deem fit to regulate show houses to ensure that the security and harmony of the residents of the Development are not compromised.
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