

CONDUCT RULES

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

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

The Oaks on Church

**SECTIONAL TITLE SCHEME
SS NO 47/2006**

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PRELIMINARY**A. APPLICABILITY**

- (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 the trustees, the manager (if so contracted), the managing agent (if so contracted), and all owners, tenants (lessees), and other occupiers of sections.*
- (2) *It shall be the responsibility of an owner to ensure compliance with these Rules by the tenant (lessee) or the occupier of his section, including, his or their employees and contractors, visitors (guests) and family members.*
- (3) *An owner is strictly liable for payment in respect of any damages caused by and for any penalty imposed on him or on any person referred to in sub-rule (2).*

B. INTERPRETATION

- (1) *The clause headings are for convenient reference and shall be disregarded in construing these 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 genders; and*
 - (c) *A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.*
- (3) *Words and expressions defined in the Sectional Titles Act, No 95 of 1986 and annexures thereto, shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Act and annexures thereto.*
- (4) *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 proclaimed public holiday.*
- (5) *Where numbers are expressed in words and in numerals in these Rules, the words shall prevail if there is any conflict between the two.*



C. DIRECTIVES

- (1) *The trustees may from time to time issue Directives in connection with any Conduct Rule.*
- (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 authorised to create further Conduct Rules through their issuing of Directives.*

D. GUIDELINES

- (1) *The trustees shall from time to time prepare and revise Guidelines in respect of alterations or additions referred to in Conduct Rule 4. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colour, and manner of installation required in respect of alterations or additions to ensure uniformity of construction.*
- (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 or special general meeting.*
- (3) *At every subsequent annual general meeting any amendments proposed by the trustees shall be tabled for consideration and approved by the members by ordinary resolution majority, with or without amendment.*
- (4) *The Guidelines shall, by virtue of these Conduct Rules, be binding upon owners and occupiers and shall be strictly adhered to by them.*



CONDUCT RULES

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

1. ANIMALS, INSECTS, REPTILES AND BIRDS

No animals are allowed to be kept in the complex.

2. REFUSE DISPOSAL

- (1) An owner or occupier of a section shall: -
 - (a) maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
 - (b) ensure that before refuse is placed in such receptacle it is securely wrapped in a suitable strong plastic bag, and in the case of tins or other containers, completely drained, before it is placed in such plastic bag and such receptacle;
 - (c) for the purpose of having the refuse collected, place such securely wrapped plastic bags within the area, and at the times, designated by the trustees.
- (2) An owner or occupier shall not allow any refuse for the disposal of which he is responsible, to remain in any entrance or passage, staircase or any other part of the common property, contrary to sub-rule (1).
- (3) An owner or occupier of a section shall comply with any other Directives issued by the trustees regarding refuse disposal.
- (4) Upon the breach of, or non-compliance with, the provisions of this Rule, or any Directives issued in terms hereof, the owner of the relevant section may become liable for a fine imposed in terms of Conduct Rule 18.

3. PARKING AND DRIVING OF VEHICLES

- (1) No owner or occupier shall park or stand any vehicle, trailer, boat or caravan upon the common property, or permit or allow any vehicle, trailer, boat or caravan to be parked or stood upon the common property, without the consent of the trustees in writing.



- (2) All owners and occupiers shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property.
- (3) Owners or occupiers shall not: -
 - (a) drive their vehicles within the common property in any manner that creates a nuisance;
 - (b) allow any unlicensed person to drive any vehicle within the common property;
 - (c) park or cause to be parked, or stood upon, any vehicle, including that of visitors, on any exclusive use area allocated to an owner of another section without his or her consent;
 - (d) be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section;
 - (e) be allowed to reside or sleep in a vehicle, garage or on any part of the common property;
 - (f) lease a parking bay or garage other than to owners or lawful occupiers of sections.
- (4) Vehicles may not exceed a speed of 10 kilometres per hour on any part of the common property.
- (5) All road signs on the common property shall be observed.
- (6) Parking of vehicles upon the Common Property is subject to the express condition that every vehicle is parked at the Owner or occupiers risk and responsibility and that no liability shall attach to the Body Corporate or its Agents or any of their employees for any loss or damage of whatever nature, which the Owner, or occupier, or any person claiming through or under the Owner, may suffer in consequence of their vehicle having been parked on the Common Property.
- (7) An owner or occupier shall comply with any further Directives issued by the trustees in respect of this Conduct Rule.
- (8) The trustees may in accordance with Conduct Rule 17(2) cause to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the trustees from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.
- (9) Notwithstanding the provisions of sub-rule (7), an owner or occupier who is in breach or non-compliance with the provisions of this Rule, or any Directives issued



in terms hereof, shall be subject to the imposition of a fine in terms of Conduct Rule 18.

4. DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO THE INTERIOR OF SECTIONS

MINOR ALTERATIONS

- (1) As far as minor alterations, fixtures or additions are concerned, an owner, lessee or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.

- (2) Notwithstanding sub-rule (1), an owner or person authorised by him or her, may install: -

- (a) any locking device, safety gate, burglar bars, or other safety device for the protection of his or her section; or
- (b) any screen or other device to prevent the entry of animals or insects;

provided that the trustees have first approved the nature and design of the device and the manner of its installation.

- (3) An owner or person authorised by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, carport covers, steps, braais or similar items without the prior written consent of the trustees, who may attach reasonable conditions to their consent.
- (4) A request for the trustees' consent or approval contemplated in sub-rules (1), (2) or (3), must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.
- (5) The trustees' consent for such structures as contemplated in sub-rule (3) may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost. Should an owner fail to remove such item and any such failure persists for a period of 30 (thirty) days after written notice to remove is given by the trustees or the managing agent on their behalf, the trustees may have same removed at the risk and expense of the




owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting therefrom.

STRUCTURAL ALTERATIONS

- (6) Any structural alteration affecting a section and the common property, and alterations to work to plumbing, electrical installations or conduits, may only be carried out after: –
 - (a) compliance with all relevant provisions of the Sectional Titles Act, No 95 of 1986 and the Rules;
 - (b) obtaining the written approval of the local authority, if applicable; and
 - (c) obtaining the written consent of the trustees, which may be accompanied by conditions.
- (7) All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority.
- (8) In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section: -
 - (a) A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their provisional consent.
 - (b) The trustees may grant provisional consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The trustees may request that a report by a structural engineer or architect be furnished.
 - (c) If provisional consent is given, the owner must proceed to have building plans prepared and approved by the local authority (if required), and which may not deviate from the sketch plan.
 - (d) Before final approval, the owner must canvass the comments of immediate neighbours, and submit it to the trustees for consideration.
 - (e) A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees.

- (f) If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations.
- (g) Within 14 (fourteen) days of obtaining all the required information and advice, the trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions.
- (h) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

INTERNAL ALTERATIONS

- (9) In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen- and other cupboards, sanitary ware, and floor coverings: -
 - (a) An application to proceed, with specifications, time frame of the proposed alterations must be submitted to the trustees, to obtain their consent to proceed.
 - (b) The trustees shall, within 14 (fourteen) days, convey their consent to proceed, with or without conditions and or Directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may not proceed with the work without such consent.
 - (c) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

ALL ALTERATIONS

- (10) In respect of all work done at the instance of an owner of a section, the following shall apply: -
 - (a) The owner shall liaise with the trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises. The owner shall furnish the trustees, managing agent or manager with the contact details of all contractors who intend to enter the premises.




- (b) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines.
 - (c) All doors, including garage doors, security gates, windows, window frames and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building or common property.
 - (d) The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case may be), for any damage caused by him or her, his or her workmen, contractors, or any other person, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising therefrom.
 - (e) The electricity supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
 - (f) Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 08h00 to 18h00, or during the hours 09h00 to 13h00 on Saturdays, but not at all on Sundays or proclaimed public holidays.
 - (g) Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupiers and must be concluded as expeditiously as possible, within the time frame specified, if any. Any rubble or other building material, tools or equipment shall be removed from the common property or any part of a section as soon as possible or within such reasonable time as determined by the trustees.
 - (h) Any deposit payable in terms of this Rule, to the trustees or any person designated by them, shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the trustees.
 - (i) All charges, damages, expenses and penalties raised against the owner in terms of this Rule, are payable upon demand and, if unpaid, trustees may deduct such items from the owner's deposit and/or add the amount to his or her levy account.
 - (j) The owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.
- (11) In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition.
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- (12) If any work done by or on behalf of an owner in pursuance of the provisions of this Rule results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- (13) Any alteration, improvement, fixture or addition or similar items made or installed by an owner in terms of this Rule shall be maintained by the owner concerned in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item 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.
- (14) For the purposes of this Rule, the trustees shall have the discretion to decide what constitutes a 'minor alteration,' 'structural alteration' or 'internal alteration' subject to any Directives that may be given by members at a general meeting, by majority vote.
- (15) If an owner (or person authorised by him or her) effects any work referred to in this Rule without obtaining the trustees' consent, or fails to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should an owner in any other way contravene any sub-rule, the trustees may request an owner to remove such structure at his or her own cost. Should an owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 30 (thirty) days after written notice given by the trustees, the trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting therefrom.
- (16) Notwithstanding the provisions of sub-rule (15), an owner or occupier who is in breach or fails to comply with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Conduct Rule 18.

5. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY

- (1) The owner or occupier of a section shall not place or do anything on any part of the common property, or a section, including but not limited to balconies, patios, stoeps and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.




- (2) Owners and occupiers shall ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation.
- (3) Owners or occupiers, their visitors or guests, may not loiter or leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular access to staircases, passages, landings, walkways and stairwells must be kept clear at all times and specifically gatherings are not allowed in these areas.
- (4) Notwithstanding sub-rules (1) and (3) an owner or occupier may, with the prior written consent of the trustees place, store, or leave any object on a part of the common property, or allow or permit it to be so placed, stored, or left.
- (5) The trustees may issue further Directives pertaining to this Rule.
- (6) Should an owner or occupier place, do or store anything contrary to this rule, the trustees may require an owner to remove such object in accordance with Conduct Rule 17(3).
- (7) Notwithstanding the provisions of sub-rule (6), an owner or occupier who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Conduct Rule 18.

6. SIGNS AND NOTICES

- (1) No owner or occupier of a section shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.
- (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) 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, ear buds, food scraps or any other litter whatsoever.
- (2) An owner or occupier who is in breach or fails to comply with the provisions of this Rule shall be subject to the imposition of a fine in terms of Conduct Rule 18.

8. LAUNDRY

An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his or her own washing lines, nor hang any washing or laundry or any other items in or on windows, balconies or stoeps, or on any part of the building or the common property so as to be visible from outside the buildings or from any other section.

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the buildings or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy or which would render void any insurance effected over the property.

10. LETTING AND OCCUPANCY

- (1) All tenants (lessees) of units and other persons granted rights of occupancy by any owner of a unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- (2) An owner shall notify the 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, and of any mortgage of or other dealing in connection with his or her section.
- (3) No form of "time-sharing" or any similar arrangement whereby a person other than the owner or his immediate family may utilise a section for a specified period or periods of time may be concluded in respect of a section.
- (4) Owners of a sections shall at all times ensure that the number of persons who permanently reside in that section does not exceed two persons in respect of a 1(one) bedroom section, 4(four) persons in respect of a 2(two) bedroom section.

11. ERADICATION OF PESTS

- (1) An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorised 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.



- (2) 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.

12. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS

- (1) No auction, or similar sales or exhibitions, shall be held on the common property or in a section without first obtaining the written consent of the trustees.
- (2) No section or part of the common property shall be used for any professional, commercial or industrial purpose whatsoever without first obtaining the written consent of the trustees.
- (3) No advertisements, notices or other marketing or publicity material may be displayed or distributed without the prior written consent of the trustees.
- (4) An owner, lessee or occupier will be responsible for adequate supervision of his or her children, or children of their visitors, and shall foresee that no nuisance is caused on common property, or any part of any section, damaged, and in particular children may not damage, remove or alter any items relating to post boxes, name plates, fire hoses, exterior lights and similar items.
- (5) No bicycles, skateboards, roller skates, roller blades, 'quad-bikes', carts, scooters, motorbikes may be used on common property.
- (6) The throwing of stones or other solid objects on the common property is prohibited.
- (7) Ball games are prohibited.
- (8) Children are not permitted to run up and down the corridors, eat or drink while on the common property. Children under the age of 10 should be accompanied by an adult.
- (9) In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.
- (10) The body corporate or its agent's representatives or domestic employees shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.



- (11) All owners, lessees and occupiers shall adhere to any water restrictions imposed by the local authority from time to time.
- (12) No open fires allowed. Weber type and similar devices however are allowed.

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13. GARDENING AND PLANTS

- (1) An owner, lessee or occupier may not erect any structures on his exclusive use area or alter or remove any shrub, tree or plant on the common property without the prior written approval of the trustees.
- (2) All gardening in respect of the common property, excluding exclusive use areas, shall be done by persons authorised by the trustees only.
- (3) Creepers may not to be grown against building, including any walls, unless it is supported on a substantial trellis which can be removed for painting purposes. Any owner, lessee or occupier wanting to grow a creeper against a building, must first obtain the written consent of the trustees who may impose further conditions.

14. NOISE, DISTURBANCE AND NUISANCE

- (1) No owner, lessee or occupier may permit anything to be done in his or her section, exclusive use 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 or her children or visitors to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupiers.
- (2) All owners, lessees or occupiers, or any of their visitors, contractors or employees, shall maintain total quietness between 22h00 and 07h00 from Sunday to Thursday and between 24h00 and 07h00 from Friday to Saturday or the day preceding a proclaimed public holiday.
- (3) At all times other than as referred to in sub-rule (2), all television, radio, and other appliances emitting sound, including musical instruments, shall be kept at audio levels which are reasonable in the discretion of the trustees.
- (4) The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
- (5) 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.
- (6) No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.




15. SECURITY AND ACCESS CONTROL

Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must -

- (a) ensure that upon entering or leaving the premises or garage, all security doors and gates and garage doors are properly closed;
- (b) ensure that such doors and gates are never opened for unknown or uninvited persons;
- (c) comply with any further security measures or Directives implemented by the trustees;
- (d) ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the trustees.

16. EMPLOYEES

- (1) Owners, lessees and occupiers of sections may not request employees of the body corporate to perform any task for them during their working hours.
- (2) Owners, lessees and occupiers may not interfere with body corporate employees in the performance of their duties and must give their full co-operation to such employees.
- (3) An owner, lessee or occupier shall be responsible for the conduct of their own employees, and for any persons visiting his or her employees.
- (4) An owner, lessee or occupier shall ensure that his or her employees, including their visitors or guests, do not loiter on the common property.
- (5) Owners, lessees or occupiers shall ensure that their employees comply with the Conduct Rules and Directives.

17. CONTRAVENTION OF RULES

- (1) Should Conduct Rule 1 be contravened, the trustees may: -
 - (a) apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section or the common property, and the owner will be liable for the costs relating to the application, or
 - (c) impose a fine in terms of Conduct Rule 18, or
 - (d) obtain an interdict, or

- (e) impose more than one of the options mentioned.
- (2) Should Conduct Rule 3 be contravened, the trustees may: -
- (a) 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
 - (b) arrange for a clamped vehicle to be released subject to the payment of a release fee, or
 - (c) 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
 - (d) impose a fine in terms of Conduct Rule 18, or
 - (e) obtain an interdict, or
 - (f) impose more than one of the options mentioned.
- (3) Should Conduct Rules 4 or 5 be contravened, the trustees may: -
- (a) Request an owner to remove such structure or object at his or her own cost. Should an owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition (structure or object) and any such failure persists for a period of 30 (thirty) days after written notice given by the trustees, the trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting therefrom, or
 - (b) impose a fine in terms of Conduct Rule 18, or
 - (c) obtain an interdict, or
 - (b) impose more than one of the options mentioned.
- (4) Should any other Conduct Rule be contravened the trustees may: -
- (a) impose a fine in terms of Conduct Rule 18, or
 - (b) obtain an interdict, or
 - (c) impose more than one of the options mentioned.



18. IMPOSITION OF PENALTIES

- (1) If the conduct of an owner or an occupier of a section or his visitors or guests 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 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 14 (fourteen) days before the meeting is held. At the meeting the owner and/or occupier must be given the opportunity to:-
 - (a) present his or her own case;
 - (b) present any evidence, including calling of witnesses, to substantiate his or her case;
 - (c) cross-examine any witnesses called on behalf of the body corporate;
 - (d) disclosure of any relevant documents.
 - (4) After the owner or occupier has been given the opportunity to present his 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 every identical offence thereafter.
 - (5) Should the owner or occupier not attend the meeting without providing a reasonable request for postponement, the trustees, in their sole discretion, may continue with the meeting and impose a penalty in the owner or occupier's absence.
 - (6) Any fine imposed in terms of sub-rule (4), may if it is not paid within 14 (fourteen) days after the offender and owner (if the offender is not an owner) 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 instalments payable by the owner.
 - (7) The body corporate may, at a general meeting, from time to time, determine the amount of the *initial* and *subsequent* penalties and periods of suspension.
- 
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19. FIRE SAFETY EQUIPMENT

Fire safety equipment is only to be used in cases of emergencies for extinguishing fires or in a fire practice drill organised by the trustees.

20. COMPLAINTS

- (1) All complaints are to be submitted to the managing agent.
- (2) in writing who shall investigate the matter and notify the owner or occupier in writing of the outcome thereof.
- (3) The trustees may issue Directives as to where complaints may be sent or delivered to.

21. APPLICABILITY

- (1) These Conduct Rules, the provisions of Management Rule 68, and of Section 44 of Act 95 of 1986, as amended from time to time, are applicable to and binding upon all owners of units, tenants, and other occupiers of sections.
- (2) It shall be the responsibility of an owner to ensure compliance with these provisions by all occupiers of his section, and his visitors, employees, and contractors.



1 September 2009

Our ref : TMA/JM

Your ref : FILING ROOM

THE REGISTRAR OF DEEDS
CAPE TOWN

BY HAND

TERTIUS MAREE
MEDEWERKERS / ASSOCIATES
attorneys and conveyancers

ASSOCIATES: A T MAREE – BA, LLB, LLM
J P MAREE – B Comm, LLB

Merlot House, Brandwacht Office Park
Trumali Road, Stellenbosch, South Africa

P O Box 12284, Die Boord, Stellenbosch, 7613

Tel 021 886 9521 Fax 021 886 9502

Email tertius@section.co.za

DOCEX 2 Stellenbosch

Dear Sirs

**RE: THE OAKS ON CHURCH BODY CORPORATE NO SS 47/2006
FILING OF NEW CONDUCT RULES**

I enclose under cover hereof the following for filing in terms of section 35(5) of the Sectional Titles Act, No 95 of 1986:

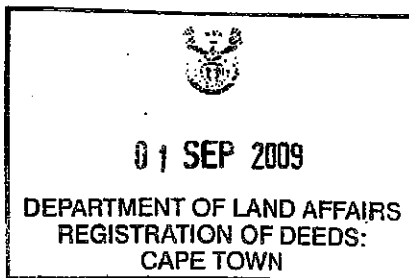
1. Form V, duly signed by two Trustees; and
2. Conduct Rules in substitution of the existing Conduct Rules.

Kindly acknowledge receipt on the attached copy of this letter.

Yours faithfully



Jacques Maree



Ex Africa semper aliquid novum

Sectional Plan No SS 47/2006

The Registrar of Deeds
Cape Town

**NOTIFICATION UNDER
SECTION 35(5) AND REGULATION 30(3) AND (4)
OF THE SECTIONAL TITLES ACT, No 95 OF 1986, AS AMENDED**

We, the undersigned, F VOGES
and D. NYENES
the undersigned trustees of the Body Corporate of the sectional title scheme known as

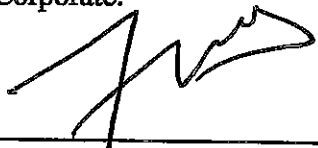
THE OAKS ON CHURCH
No SS 47/2006

Situate at Durbanville, in the City of Cape Town,
Province of the Western Cape

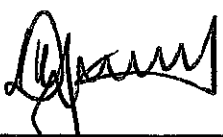
HEREBY GIVE NOTICE that on 1 July 2009 the Body Corporate made the following rules, set out in the attached Schedule, which have been initialled by the trustees for identification, for the control and management of the building/s, namely:

Conduct Rules in substitution of the existing Conduct Rules.

The Conduct Rules referred to above have been made by Special Resolution of the Body Corporate.



TRUSTEE



TRUSTEE

DATE: 4/8/09

ADDRESS: The Trustees
c/o Topnotch Properties
P O Box 11230
Bloubergrant
7443