

CONDUCT RULES

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

For the Control, Management, Administration, Use and Enjoyment of
Sections and the Common Property of

BLACKSTONE

Sectional Title Scheme

APPLICABILITY

1. It shall be the duty of the owner to ensure that the occupier of his section or the visitors, employees, family members and lessee comply with the Conduct Rules.
2. Should any contraventions or damage be caused by any person referred to in (1) above, the owner shall be liable to pay the said damages or the administration fee and penalties incurred.
3. Should any owner fail to pay his levies monthly in advance, the owner shall be liable to pay the said additional charges incurred by the Managing Agent for reminder notices and detail ledger provided for attorneys to recover the outstanding debt.
4. With effect from the date of establishment of the Body Corporate, the developer shall be the Chairman of the trustees and may nominate Trustees to acquire a majority seating at a Trustee meeting.
5. The developer shall hold office until the Section has been registered in the deeds office. The developer reserves the right to be the sole Trustee (and Chairperson) of the Body Corporate until completion of the scheme.

GUIDELINES

1. The Trustees shall from time to time prepare and revise Guidelines to control all aspects of the appearance of the buildings and structures on the premises, including any alterations or additions.
2. At every subsequent Annual General Meeting any amendment proposed by the Trustees shall be tabled for consideration and approval by the members by ordinary resolution.

PURPOSE OF THE RULES

These Rules have been promulgated in order to promote harmonious and peaceful relations at the Scheme, as far as possible for all owners and occupants to live there.

1.ANIMAL, REPTILES & BIRDS

1.1 Reptiles are NOT permitted within sections and or the complex boundaries

1.2 Cats and dogs will be allowed on the following conditions:

1.2.1 Only one cat or one dog will be allowed per section.

1.2.1 All animals need to be spayed or neutered. A Certificate from a veterinarian is required before permission will be granted.

1.2.2 All cats must wear a tagged collar (Name tag with contact details of the owner/s).

1.2.3 Approval of application to have a dog is entirely for the discretion of the Trustees – Only small dogs will be allowed on the following conditions:

1. All dogs must wear a tagged collar (Name tag with contact details of the owner/s).

2. No dog will be allowed, when fully grown, taller than 40 (forty) cm (Measured from the ground to the middle of the back).

3. Under no circumstances will the following dogs be allowed at the complex: Bull dogs, Bull Mastiffs, German Shephards, Dobermans, Bull Terriers, Rottweiler's, Labradors and Huskies.

1.3 All dogs, when entering the common property or an exclusive use area, will be leashed at all times.

1.4 Should a pet foul the common property or any exclusive use areas, the owner of the pet concerned is required to remove the excrement and dispose of it in an hygienic manner.

1.5 Pets should not be a nuisance to fellow residents. Should a pet become a nuisance, the Trustees reserve the right to have such pet removed from the premises should the owner not do so on request. This is in the absolute discretion of the Trustees and not negotiable.

1.6 An owner may keep birds capable of being caged in a hand-held cage or holder, within a section. Should a bird be a nuisance to fellow residents, the Trustees reserve the right to ask the owner/s and/or residents to remove the bird/s from the premises of the complex. This will be in the absolute discretion of the Trustees and will not be negotiable.

1.7 **Process of obtaining permission:** A formal application form must be obtained from the office of the Managing Agents. The completed application must be returned to the Managing Agents for consideration by the Trustees. The Trustees' decision is final and will not be negotiable.

1.8 Should the Trustees give permission, such permission may be withdrawn in the event of any breach of any condition prescribed in terms of sub-rule (1.2, 1.3, 1.5 & 1.6).

1.9 All owners should take note that the keeping of a pet is a privilege and not a right. Should approval be granted to keep a pet, the Trustees reserve the right to

withdraw such approval at any time. This is in the absolute discretion of the Trustees and not negotiable.

2. REFUSE DISPOSAL

2.1 An owner or occupant of a section shall maintain, in a hygienic and dry condition, all areas in the relevant section or of the common property allocated for refuse disposal. Refuse is to be placed in the areas designated for refuse disposal and nowhere else.

2.2 All refuse is to be securely wrapped in refuse bags and discarded in the black refuse bins as provided and, in the case of tins and other containers, completely drained before being placed in the areas allocated for refuse disposal.

2.3 Receptacles (black bins) may not be used for any other purposes than that of storage refuse.

2.4 No building rubble or any soil or ground of whatever nature may be disposed of into the receptacles.

2.5 An owner or occupier shall not dispose any refuse that the municipality will not remove.

2.6 An owner or occupier shall not be allowed any refuse of whatever nature to remain or being disposed of in the lobby, passage, walkway, staircase, balcony, or any other part of the common property, except designated areas.

3. VEHICLES

3.1 No owner or occupant shall park or stand any vehicle (including boats, motorcycles, caravans and trailers of any kind) on the common property (including visitors parking bays) in any place other than the garages or parking bays provided at the Scheme and parking bays specifically allocated to a section.

3.2 Owners and occupants shall ensure that their vehicles and vehicles of their visitors and guests do not drip oil and brake fluid on the common property or in any way deface the common property.

3.3 No owner or occupant shall be permitted to dismantle or affect major repairs to a vehicle on any portion of the common property or exclusive use areas.

3.4 The Trustees shall have the power to arrange for the removal or towing away, at the risk and expense of the owner of the vehicle concerned, any vehicle parked contrary to these Rules or in any other way contravening these Rules. In addition, the Trustees may, at the expense of the owner concerned, arrange to have cleaned any oil or other spills.

3.5 An owner or occupant of a section must ensure that neither he nor she or any of his visitors or guests drive in such a way, which may cause possible harm or damage or cause excessive noise (radio or exhaust system).

3.6 Heavy vehicles, boats, caravans, trailers, damaged vehicles or the like may not be parked in the parking bays or common property (including visitors parking bays) without the consent of the Trustees.

3.7 Vehicles may only be washed in areas designated by the trustees from time to time, should there be such areas.

4. DAMAGE OR ALTERATIONS TO THE COMMON PROPERTY

4.1 No structural alterations of any nature to the common property or the Sections may be made without the written consent of the Trustees first being obtained.

4.2 The Trustees shall have the power, at the risk and expense of the owner or occupant concerned, to arrange for the removal or repair, as the case may be, of any alterations or whatever nature, made contrary to these Rules.

4.3 No owner or occupant of a Section may mark, paint, drive nails, screws or the like into, otherwise damage, or alter any part of the common property without first obtaining the written consent of the Trustees. This prohibition is wide enough to cover items such as dishes that are often attached to common property by owners without the permission of the Trustees.

4.4 The Trustees may in writing approve the nature, design and manner of installation of any locking device, safety gate, burglar bars or other safety device designated to protect a section or any screen or other device designated to prevent the entry of animals or insect into a section. If they do so, an owner or any person authorised by him may install that device on the common property adjacent to his section.

4.5 Subject to written approval from the Trustees (except in instances where the Developer granted approval for similar improvements before establishment of the Body Corporate) the owner may install:

4.5.1 strip type burglar bars. These must be fitted horizontally, to the inside of opening windows and must be of the same material and colour as the window frame – 2 to 3 slates per opening.

4.5.2 retractable/expanding galvanized steel type safety gates epoxy coated white to the inside of sliding doors.

4.5.3 retractable/expanding galvanized steel type safety gate epoxy coated white to access doors of the dwelling.

4.6 To ensure conformity the trustees reserve the right to request the owner to make use of a specific manufacturer to affect the improvements referred to in clause 4.5 and the owner will not have the right to remove these improvements in the event the property is sold.

4.7 No enclosure of any patios/balconies/stoops will be allowed.

5. APPEARANCE FROM THE OUTSIDE

5.1 The owner or occupant of a Section shall not place or do anything on any part of the common property, including balconies, stoeps, patios and gardens which in the absolute discretion of the Trustees, is aesthetically displeasing when viewed from the outside of the Section.

5.2 The Trustees shall have the power, in addition to arranging for the summary removal of all offending items, to impose fines and exercise other remedies set out hereunder.

5.3 Owners and occupants shall ensure that sections are provided with adequate manufactured curtaining or blinds at all times and within 7 days of taking occupation. All blinds and curtains, when viewed from the outside, must be of neutral colour acceptable to the Trustees.

5.4 No items or washing may be hung over the walls, in windows, in corridors, on balconies or any party of the common property so as to be visible to the public or other occupants.

6. SIGNS AND NOTICES

6.1 No owner or occupant of a section 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 the outside the section without the written consent of the Trustees first being obtained.

6.2 The Trustees shall have the power, in addition to arranging for the summary removal of the offending signs, notices, billboards and advertisements, as the case may be, to impose fines and exercise other remedies asset out hereunder.

6.3 Security company signs may only be displayed inside a Section and only inside one window.

6.4 An estate agent is permitted to show on Saturdays or Sundays, subject to the following conditions:

6.4.1 Signage is allowed on show days to clearly demarcate the Section being sold.

6.4.2 The signage may be set up on the day of the show from 12h00pm.

6.4.3 The signage must be removed immediately after the show day ends and no later than 18h00 on the same day.

6.4.4 The Trustees reserve the right to remove any signage that does not conform to these Conduct Rules.

7. LITTERING

7.1 No owner or occupant of a section may deposit or throw any rubbish (including dirt, cigarette butts, food scraps or any other litter whatsoever) onto any part of the common property, nor may he/she allow any other person to do so.

7.2 An owner or occupant shall remove all items when clearing his post box and shall dispose of any unwanted items.

8. LAUNDRY

8.1 An owner or occupant of a Section shall not, without the consent in writing of the Trustees, erect their own washing lines or hang any washing or laundry or any other items on any part of the buildings or the common property, except in areas specifically provided for this, so as to be visible from outside the buildings or from any other Sections.

8.2 Washing shall not be placed on the balcony/stoeps/walkways or in windows.

8.3 The Trustees shall have the power to arrange for the summary removal of any offending items and to impose fines or exercise other remedies as set out hereunder.

8.4 The Trustees and the Body Corporate will not be responsible for any loss of washing due to theft.

9. STORAGE OF INFAMMATORY MATERIAL & OTHER DANGEROUS ACTS

9.1 An owner or occupant shall not store any material, or do or permit or allow to be done any other dangerous acts 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 current insurance Policy applicable to the Scheme.

9.2 The Trustees shall have the power to arrange for the summary removal of any offending items and to impose fines or exercise remedies as set out hereunder.

10. LETTING OF SECTIONS

10.1 All tenants of Sections and any other person granted rights of occupancy by any owner of the relevant Section are obliged to comply strictly with the terms of these Conduct Rules, notwithstanding provisions to the contrary contained in any lease or grant or rights of occupancy. The owner who lets out the relevant Section or grants

rights of occupancy of whatever nature whether personally or through an agent will nevertheless be personally responsible for ensuring that the relevant tenants or occupants, as the case may be, are made aware of the provisions of these Conduct Rules.

10.2 The Trustees shall have the power, in their absolute discretion, to take steps to protect the interests of the Body Corporate and to impose fines and take any other necessary steps against either the relevant owner of the tenant or occupant, as the case may be.

10.3 An owner shall notify the Managing Agent of any change of residential address, postal address, telephone number and email in writing or via email.

10.4 It is the owner's responsibility to ensure that the levy statement is being received at the correct address.

10.5 An owner, who concludes a lease agreement in respect of his Section, shall within 30 days inform the Managing Agents of the names and contact details of the lessee.

11. TELEVISION ANTENNAS & SATELLITE DISHES

11.1 No owner or occupant will attach any satellite dish or television antenna to the building or to the relevant Section in such a way as to be visible from outside without the prior written consent of the Trustees.

11.2 The Trustees shall have the power to arrange for the summary removal of any satellite dish or television antennas erected contrary to these Rules and to impose fines or take steps necessary in terms of these Rules.

11.3 It is recorded that the existing satellite dishes and television antennas are common property and that repairs to them or maintenance are to be arranged through the Managing Agents and not by owners or occupiers themselves. Owners or occupants who arrange repairs or maintenance contrary to these Rules will be personally liable for damages suffered by the Body Corporate as a result of such actions.

12. ERADICATION OF PESTS

12.1 Owners shall keep their sections free from all pests and shall permit the Trustees or Managing Agents or their employees, subject to reasonable notice and an appointment being made, to enter his section or exclusive use area for the purpose of conducting an inspection of the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of such inspection, eradication, replacement of any material forming part of such section, which may be damaged by any such pests, shall be borne by the relevant owner of the section concerned.

12.2 The Trustees shall have the power to take steps to protect the interests of the Body Corporate and to enforce its rights in terms of these Conduct Rules.

13. **LEVIES**

13.1 Owners are to pay levies monthly in advance and strictly by the 1st day of each month and may not withhold payment of levies for any reason whatsoever. If any levies are in arrears by one month or more the Managing Agents may, without further notice institute proceedings in the Magistrate's Court for recovery of such arrear levies and all costs in connection with the recovery of such arrears will be payable by the owner concerned on the scale of attorney and own client.

13.2 Any other owner who sells, alienates or in any way disposes of his Section or the controlling interest in such Section, including membership of a Close Corporation, which owns the Section, shall obtain from the Managing Agent a Levy Certificate in respect of Levies due on in respect of the Section and until such time as a Levy Certificate is issued, shall be personally liable for the levies in respect of such Section as well as all costs associated with the collection of those levies on the scale of attorney and own client.

13.3 In the case where an owner's levies are in arrears more than 60 days, the full amount for the ensuing year become payable on demand.

13.4 The Trustees shall be entitled to charge interest on arrear amounts at such rate as they may determine from time to time.

13.5 Any fees charged by the Managing Agent to the Body Corporate relating to the late or non-payment of levies for a specific Section will be for the account of the owner of that specific Section.

14. **USE OF SECTIONS, EXCLUSIVE USE AREAS & COMMON PROPERTY**

14.1 **EXCLUSIVE USE AREAS:** It is recorded that some areas, as indicated on the site development plan, are indicated as exclusive use areas, allocated to specific owners of sections. This might include the backyards and gardens of ground floor owners, the inside of the perimeter wall, any gates installed in these areas and the allocated exclusive use parking bays of all owners. It is further recorded that these exclusive use areas are the full responsibility of each owner and include (but not limited to) the maintenance and upkeep of these areas. All walls in backyards are to be maintained by the owners of such section.

14.2 Garages in the Scheme may only be sold to owners in the Scheme and not to anyone who is not an owner. If any garage is sold contrary to this Rule, the Trustees shall have the right to sue for cancellation of the relevant agreement and, if necessary apply for an Order that the relevant garage be re-transferred to the previous owner. No garage shall be sold without the written consent of the Trustees first being had and obtained.

14.3 Garages at the Scheme may only be used for the purpose of storing vehicles of the residents in the section pertaining to that garage. The storing of any items in garages will not be allowed.

14.4 Renting out of garages is prohibited. A maximum of two cars per section will be allowed. The parking of vehicles in garages and on parking bays is the only way of parking at the complex. Under no circumstances may any vehicle be parked in any other way. The wheels of vehicles that are parked illegally will be clamped and a release fee of R500-00 will be payable. Alternatively, if wheels are not clamped, owners will be fined. Owners to take full responsibility for the actions of their tenants, visitors and family.

14.5 Storerooms may only be used to store items in. This must be kept neat at all times and free of pests.

14.6 Under no circumstances, may a garage and a storeroom be used for accommodation or business of any kind. The Trustees will, in their discretion, be entitled to take action for the eviction of persons using the garages/storerooms for accommodation or business contrary to this Rule and any owner or occupant who used the relevant garage contrary to this Rule will be liable for costs on the scale of attorney and own client as well as, in the Trustees' discretion, a fine.

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

14.7.1 The section shall be used solely for residential purposes only.

14.7.2 No more than two persons per bedroom shall be allowed to occupy the sections at any one time and if there are more occupants, the Trustees will be entitled, in their discretion, to sue for the eviction of the excess occupants, in which event the owner or occupant, as the case may be, will be liable for costs on the scale of attorney and own client, as well as imposing a fine.

14.7.3 The parking bays shall be used solely for parking a motor vehicle.

14.7.4 Only occasional visitors may park their vehicles in the designated visitors parking bays on the common property, provided that only one such parking bay may be used by visitors to any section at any given time. Provided further that visitors may park their vehicles in the parking bays allocated to the occupants of the section they are visiting.

14.8 Except for a sale in execution of a section, no auction, or similar sales or exhibitions, shall be held on the common property or in a section, nor may a residential section be used for any professional, commercial, or industrial purpose whatsoever.

14.9 No quad bikes, carts, scooters, or motorbikes may be used on the common property for recreational purposes.

14.10 No ball games may be played on the common property/parking areas.

14.11 The throwing of stoned or other solid objects on the common property is prohibited.

14.12 Nobody may smoke in any stairwell.

15. SUPERVISION OF CHILDREN & DAMAGE TO COMMON PROPERTY

15.1 Owners and occupants shall, at all times be personally responsible to supervise the behaviour of their children at the Scheme and shall be personally liable for any damage to common property of the property of other owners or occupants as a result of the conduct of such children. Children shall not be allowed anywhere on the common property or anywhere else where the lives of such children or anyone else would be in danger or where they could suffer injury as a result of steps for removal of children or others who violate these Rules and the relevant owner or occupant shall be liable for all costs on the scale of attorney and own client. The Trustees may also, in their discretion, impose a fine.

15.2 Owners and occupants shall take all reasonable steps to prevent damage to the common property and the property of other owners by vandals or anyone else and owners and occupants of their children who are responsible for such damage shall be personally liable for the repairs as well as any costs incurred and, in the discretion of the Trustees, to a fine.

15.3 In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner, lessee or occupant or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.

15.4 All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the body corporate of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. 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 or to her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's employees, agents or contractors.

15.5 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.

15.6 The transportation and/or moving of any furniture or heavy or bulky goods is the responsibility of the owner, occupant or lessee and the liability for repairing of any

damage to any section or part of the common property as a result of such activity, shall that of the owner concerned (who will be responsible for his/her lessee or occupant).

16. NOISE & DISTURBANCE

16.1 No owner, lessee or occupant of a section may permit anything to be done in his section, exclusive use area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of other occupants in the building or adjacent buildings or area, or permit or cause any disturbance or allow his or her children, visitors or guests, to cause any disturbance or make any noise which in the opinion of the Trustees would constitute a nuisance or an invasion of the right of privacy of other occupants. This includes noise from music, people, motor vehicles, motorcycles, exhaust silencers, hooting, excessive motor vehicle idling and revving, talking, stamping, laughing and screaming.

SILENCE PERIODS

Residents, tenants and guests must conform to acceptable standards i.e. that silence be maintained between 23H00 at night until 07H00 in the morning from Mondays to Saturdays and from 13H00 afternoon on Sundays until 07H00 Monday morning, so that it is not a disturbance, nuisance or annoyance to other residents and owners or surrounding neighbours, specifically but not limited to any loud music, radio or television, working with power tools, or any other irritable sounds.

16.2 All television, radio and appliance emitting sound, must be kept at audio levels which may not be heard by other owners or occupants in other sections which constitutes a disturbance.

16.3 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property without the written consent of the Trustees.

16.4 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.

17. RELATED MATTERS

17.1 No owner or occupant of a Section shall be allowed or be involved in illicit activities such as soliciting, drugs, sale of liquor or running a business from the Section or on the common property.

17.2 The slaughtering of animals in a section or on the common property is prohibited.

17.3 No open fires or charcoal fires are allowed in the complex. Only gas braais on balconies will be allowed. No "braaiing" on the grass or any other communal/parking

areas will be allowed. When braaiing, the noise level must not disturb other residents in any way. No portable braais (including but not limited to Webers) will be permitted. Even if not in use, portable braais may not be stored on the patios/balconies/stoeps. Only gas braai may be stored on balconies.

17.4 Garage doors should be closed at all times when not in use.

18. INSURANCE

18.1 Any first loss that amounts to a Body Corporate insurance claim, on behalf of the owner of a section concerned, shall be for the account of the owner of that section.

18.2 An owner of a section is obliged to maintain and if necessary replace his own hot water installation.

19. EMPLOYEES

19.1 No person may request any employee or contractor of the body corporate to perform any tasks for them during their working hours.

19.2 Any employee or contractor appointed by a resident shall abide by the rules and not be allowed to loiter on the property.

20. FIRE FIGHTING EQUIPMENT

20.1 No person shall be permitted to tamper with any firefighting equipment or signage other than in an emergency in terms of the fire regulations of the City of Cape Town.

21. GARDENS

21.1 No person shall plant creepers, plants shrubs or trees on the common property without the consent of the Trustees.

22. COMPLAINTS

22.1 All complaints, requests and suggestions must be made in writing to the Managing Agent, which must reflect dates and times of incidents reported together with a detailed description of the complaint and the Section number from where the complaint originated.

23. ACCESS CONTROL

23.1 There is a 24-hour access control system at the entrance of Blackstone and it remains the responsibility of the owners or occupants to ensure that no-one gains access without obtaining permission from the occupant of such unit, which the visitors are visiting.

23.2 Security Gates sensors may not be obscured with any kind of material to prevent the security gates from closing.

23.3 The owners are liable to pay the Body Corporate for the cost of such access tag/remotes.

23.4 The Body Corporate will not be liable for such access tag becoming faulty and the replacement thereof shall be for the owner's account.

23.5 Owners and/or residents must advise the Managing Agent immediately when their access tag/remote is lost or stolen together with their tag/remote number so that such tag/remote can be de-activated. Any cost will be for the owner's account.

23.6 Owners and occupants must at all times ensure that the security and safety of all owners, occupants and their property are preserved, and in particular must comply with the following:-

23.6.1 ensure that upon entering or leaving the premises, all security doors and gates are properly closed

23.6.2 ensure that such doors and gates are never opened for unknown or uninvited persons

23.6.3 comply with any further security measures implemented by the trustees

23.6.4 ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the Trustees.

24. CONTRAVENTION OF RULES

24.1 Should any of the conduct or management rules be contravened, the Trustees or Managing Agent may furnish the owner or occupant with a written notice, which may be delivered by mail, hand or per email. For serious transgression of the Rules, the Trustees and/or Managing Agents reserve the right to impose a fine immediately without a warning. This is in their absolute discretion.

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

24.3 If an owner or occupant persists with particular conduct or is in contravention of a rule, and a warning was given, a penalty will be imposed.

24.4 The Trustees may from time to time determine the amount of the penalties.

24.5 Any penalty imposed in terms hereof shall be payable by the owner of the Section concerned to the Body Corporate on demand. All fines/penalties will be included as a separate item on the monthly statement. All owners should also take notice that the Managing Agent will also be entitled to charge an administration fee, as agreed upon by the Trustees in the Service Agreement of the Managing Agent.

24.6 The imposition of any penalty in terms hereof shall be without prejudice to and shall not effect and shall be in addition to any other rights available to the Body Corporate at law, and in particular it's right to apply for an order compelling any owner and/or tenant to comply with the provisions of these rules or prevailing Sectional Titles Act or desist from infringing the same.

25. PENALTIES

- 25.1 Rule 1 : R350-00
- 25.2 Rule 2 : R350-00
- 25.3 Rule 3 : R500-00
- 25.4 Rule 4 : R500-00 plus any cost incurred to repair building
- 25.5 Rule 5 : R350-00
- 25.6 Rule 6 : R350-00
- 25.7 Rule 7 : R350-00
- 25.8 Rule 8 : R350-00
- 25.9 Rule 9 : R500-00
- 25.10 Rule 10 : R500-00 plus R250-00 per week
- 25.11 Rule 11 : R350-00 plus costs
- 25.12 Rule 12 : R350-00 plus costs
- 25.13 Rule 13 : R250-00 plus debt collecting fees as per act
- 25.14 Rule 14 : R500-00 plus costs
- 25.15 Rule 15 : R350-00
- 25.16 Rule 16 : R500-00
- 25.17 Rule 17 : R250-00
- 25.18 Rule 18 : Excess as determined by Insurance
- 25.19 Rule 19 : R500-00
- 25.20 Rule 20 : R10 000-00
- 25.21 Rule 21 : Cost to repair

Any penalty amount payable by an owner and/or tenant to the Body Corporate in terms of these rules of conduct shall be deemed an additional levy in respect of such owner's Section.

Costs refer to in this clause shall mean such costs the Trustees deemed to be reasonable.

26. DOMICILIUM CITANDI ET EXECUTANDI

The domicilium citandi et executandi of each owner shall be the address of the section registered in his name, provided that such owner shall be entitled from time to time change the said domicilium, but any new domicilium selected shall be situate in the Republic, and that the change shall only be effective on receipt of written notice thereof by the Body Corporate at its domicilium.

27. STATUS OF DEVELOPER

Until such time as the completion of the development (completion of the development means the transfer of the last available unit to the purchaser), the following provisions shall apply in addition to the conditions herein:

27.1 The developer shall be entitled:

27.1.1 To hold office until the last Section has been registered in the deeds office. The developer reserves the right to be the Sole Trustee (and Chairperson) of the Body Corporate until completion of the scheme has been registered in the deed office.

27.1.2 To erect such signage, flagpoles, messages and/or other forms of notices or advertising on the development including the common areas, the private road area and/or the exterior walls (if any) of the development. Subject to the regulations and by-laws of the Council appertaining to signage from time to time.

27.1.3 To scrutinize, approve and submit all building plans to the relevant authority to obtain the relevant approvals until completion of the scheme.

27.1.4 To appoint the Managing Agent for the first 12 months, to administer, and control the affairs of the Body Corporate, which appointment shall automatically be renewed unless terminated by the Body Corporate.

28. **BINDING NATURE**

28.1 The provisions of these rule and the duties of the owner in relation to the use and occupation of a section and common property shall be binding on the owner of that section and/or any lessee or other occupant, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of their families and the owner shall be liable for the costs of the repairing any damage to the common property.

28.2 The Trustee's decision regarding any matter with regards to these Rules shall be final and binding.

28.3 Owners take full responsibility for the actions of their tenants/visitors. Any fines imposed for the actions of owners, tenants or visitors will be for the owner's account. No communication will be done between the Body Corporate, the Trustees, and the Managing Agent towards tenants/visitors but only via owners.