

The Junction Body Corporate
Sectional Title Scheme
SS No. 369/2006

Conduct Rules

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I the Owner(s) / Occupier of a section, do hereby confirm and validate that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

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TAKE NOTICE THAT:

The following rules confer exclusive use rights, vary the effects of the participation quotas in regard to the value of votes or the liability for contributions, or impose either a financial or a maintenance obligation on members, namely 19, 20, 23, 28, 33.

1. Preliminary

1. (1) The conduct rules shall not be added to, amended or repealed except in accordance with section 10(2)(b), (3), (4), (5) and (6) of the Sectional Titles Schemes Management Act 8 of 2011 ("the Act").

2. Binding nature

2. (1) These conduct rules have been made in terms of section 10(2)(b) the Act, for the regulation, management, administration, use and enjoyment of sections and common property within The Junction Body Corporate ("the body corporate" and / or "the scheme"), and once submitted to, reviewed and approved by the Community Schemes Ombud Service, will substitute the amended conduct rules currently registered with the Registrar of Deeds.

- (2) These conduct rules shall not be added to, amended or repealed except in accordance with section 10(2)(b), (3), (4), (5) and (6) of the Act.

- (3) The provisions of these conduct rules bind the body corporate, the owners of sections and any person occupying a section. A member must take all reasonable steps to ensure compliance with the conduct rules in force by any tenant or other occupant of any section or exclusive use area, including the member's employees, tenants, guests, visitors and family members.

- (4) Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule 2) above, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed. The owners concerned may further be held liable for damages; penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the conduct rules. Damages, penalties (fines), legal costs and expenses and charges incurred by the body corporate in enforcing compliance with the conduct rules shall be added to the applicable owner's levy statement, and shall bear interest and shall be recovered with the levies.

3. Written consent of trustees

3. (1) The written consent of the trustees is required in terms of the conduct rules, application for such consent must be made in writing, and the applicant must furnish the trustees and or the managing agent with all the information, details and documentation, as required by them.

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(2) The written consent of the trustees in terms of the conduct rules, or the withdrawal thereof, will be in such format as the trustees may from time to time determine.

(3) The trustees may attach reasonable conditions to their consent, and that the trustees may summarily withdraw their consent, in the event of non-compliance with any of their conditions, and that when withdrawing their consent, the trustees must notify the owner in writing and furnish them with the reasons for their decision.

4. Indemnity

4. (1) All persons on the common property of the scheme, or using any of its facilities or services, do so entirely at their own risk, and no person will 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 will not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or 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 trustees, employees, agents or contractors

5. Definitions and interpretation

5. (1) In these Conduct Rules the following words, unless the context otherwise requires, have the meanings hereinafter assigned to them:

(a) “**Act**” means the Sectional Titles Schemes Management Act 8 of 2011, as amended from time to time, and any Regulations and rules made, and in force, there under;

(b) “**body corporate**” means the body corporate of the scheme as defined in the Act;

(c) “**building**” means a structure of a permanent nature erected or to be erected and which is shown on a sectional plan as part of a scheme;

(d) “**children**” mean children under the age of 12 years;

(e) “**common property**” means the common property of the scheme as defined in the Act and as depicted on the sectional plan;

(f) “**motor vehicle**” includes any motor car, truck, motorcycle or motor driven scooter;

(g) “**occupiers**” mean tenants and all other persons residing in any section;

(h) “**office**” means the office of the body corporate situated in the hall;

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(i) “**owner**” in relation to a unit or a section or an undivided share in the common property forming part of such unit, means, subject to subsection (5), the person in whose name the unit is registered at a deeds registry in terms of the Sectional Titles Act or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who has died, or the representative of an owner, who is a minor or of unsound mind, recognised by law, and “owned” and “ownership” have a corresponding meaning;

(j) “**pets**” include all classes of pets including but not limited to mammals, birds, fish and reptiles;

(k) “**rules**” in relation to a building which is divided into sections and common property, means the management rules and conduct rules referred to in section 10(2)(a) and (b), respectively;

(l) “**scheme**” means The Junction Body Corporate SS. No 369/2006, as depicted on its sectional plan;

(m) “**section**” means a section in the scheme as defined in the Act and as depicted on the sectional plan;

(n) “**sectional plan**” means the sectional plan of the scheme;

(o) “**timeshare**” means an interest in a section whereby a number of persons successively have the exclusive right to occupy such section;

(p) “**trustees**” mean the trustees of the body corporate;

(q) “**ombud**” means a person contemplated in section 21(2)(a) of the Community Schemes Ombud Service Act 9 of 2011;

(r) “**visitors**” include guests, family members, employees and/or contractors;

(v) Words and expressions to which a meaning has been assigned in the Act and the Management Rules must bear the meaning so assigned to them.

(2) In the interpretation of these rules—

(a) Words and expressions used shall bear the meanings assigned to them in the Act;

(b) the singular number only shall include the plural and the converse shall also apply;

(c) the masculine gender shall include the feminine and neuter gender and the neuter gender shall include the masculine and feminine genders;

(d) A reference to natural persons includes legal persons and vice versa.

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6. Keeping of animals, reptiles and birds

6. (1) An owner, occupier and/or tenant may not keep any pet in a section and exclusive use area.
- (2) Should any owner, occupier and/or tenant be keeping a pet, as approved by the trustees, at the time of the amendment to these rules, such pet will be allowed to remain, until such time as its passing or the owner, occupier and/or tenant vacates the unit, on condition that the said pet is not replaced by the owner, occupier and/or tenant or any successor in title.
- (3) An owner, occupier and/or tenant suffering from a disability, and who reasonably requires a guide, hearing or assistance dog, will be considered to have the trustees' consent to keep such dog in a section and exclusive use area, and to accompany such person on the common property. The trustees may provide for any reasonable condition in regard to the keeping of a guide, hearing or assistance dog in a section and exclusive use area, which conditions are set out in Annexure A below.
- (4) Upon the non-compliance with the provisions of this conduct rule, as well as the conditions as set out in Annexure A, the owner, occupier and/or tenant of the relevant section may become liable for a penalty.
- (5) Upon the non-compliance with the provisions of this conduct rule, as well as the conditions as set out in Annexure A, the trustees will make an application to the Community Schemes Ombud Service in terms of section 38 read with section 39(2)(b) or 39(2)(c) of the CSOSA, whichever order is appropriate in the circumstances.

7. Refuse and waste disposal

7. (1) The owner or occupier of a section must not leave refuse or other materials including any rubbish, dirt, cigarette butts, food scraps, bottles or any litter whatsoever on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- (2) Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse (or "bin") of a type specified by the trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the trustees for the purpose.
- (3) An owner or occupier of an apartment must ensure that before refuse is placed in the bins, it is securely wrapped in refuse bags approved by the Cape Town City Council. In the case of tins or other containers, such containers must be completely drained, before being wrapped in the prescribed bags.
- (4) The owner or occupier of a section must:
- (a) ensure that the bins are closed at all times, as well as clean;

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(b) ensure that refuse is securely wrapped in suitable, strong refuse bags, in the case of tines or other containers, ensure that they are completely drained before being deposited into a refuse bin in the refuse area/s designated by the Trustees.

(c) ensure that no refuse is left anywhere but in the allocated bins;

(d) ensure that no builders' rubble, cardboard boxes or other discarded containers are left anywhere on the premises;

(e) be responsible for removing any excess or outsize rubble or refuse to an approved municipal dump at his/her own initiative and cost, and

(f) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.

(5) It is noted that the trustees will encourage any initiatives to assist in any recycling concepts.

8. Littering

8. (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 the conduct rules.

9. Parking of Vehicles

9. (1) The loading zone is only to be used for its intended purpose, namely loading of goods and persons and by tradespersons working at the building and authorized by owners and/or occupants.

(2) No guests, owners or occupants may park on the loading zone even if there is no other parking available.

(3) Motorcycles, scooters and / or quadbikes may not be parked in the visitors' parking bays.

(4) Only one vehicle per unit may be parked in a visitor's parking bay on a first-come, first-served basis. For instance, if an apartment is occupied by two people and they do not have access to an exclusive-use parking bay or garage, only one person may occupy a visitor's parking bay. If the other occupant has a vehicle they and their guests must park outside the common property.

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(5) No vehicle may be stored in a visitor's parking bay for longer than 24 hours without the written consent of the Trustees first being obtained. Should a vehicle be left in a visitor's parking bay for longer than 24 hours, the owner shall be fined.

(6) Any owner or occupier shall ensure that the common parking bays allocated to visitors, should there be any, are used only for the intended purpose and not for any unreasonable length of time.

(7) Occupants of a unit who have access to an exclusive-use parking bay and / or garage may use one visitor's parking bay but only if they have first used their exclusive-use parking bay and / or garage or the space in front their garage, provided they are not obstructing access to other garages.

(8) Exclusive-use parking bays may only be used by the owner to whom the right has been registered, their tenants, designated visitors or guests.

(9) Owners who have garages and do not park inside their garages may park in front of their garages provided they do not obstruct access to neighboring garages.

(10) In the interest of security, garages must be locked at all times when left unattended.

(11) If the number of vehicles per unit exceeds the number of allocated parking bays or garages for that unit, extra vehicles may not routinely use the visitors' bays, and must park on the street

(12) Garages may be used for storage provided that vehicles can still be parked within the garage, and not in a manner that will pose a risk to the insurance of the body corporate.

10. Vehicles

10. (1) Owners and all third parties who are given access to the scheme shall obey all signs and road markings containing directions for the use and parking of vehicles on the common property.

(2) Owners and all third parties who are given access to the scheme shall not allow any unlicensed person to drive any vehicle on the common property.

(3) Owners and all third parties who are given access to the scheme shall not sound any hooters within the confines of the complex or outside the sliding security gate other than in an emergency, nor rev their engines excessively. In addition, motor radios may not be heard outside the vehicles. Vehicles may not be driven on the common property with the headlights on the bright setting.

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(4) The trustees may prohibit the use within the scheme of any vehicle which in their opinion cause and unacceptable amount of noise or air pollution.

(5) Owners and all third parties who are given access to the scheme shall not drive their vehicles on the common property in such a manner that creates a nuisance or is considered by the trustees to adversely affect the safety of the occupants in the scheme.

(6) Owners and all third parties who are given access to the scheme shall ensure that large vehicles such as removal trucks measuring more than six meters (6 m) in length and three tons (3 tons) in weight remain outside the confines of the common property.

(7) Owners and all third parties who are given access to the scheme shall ensure that their vehicles, and the vehicles of their tenants, visitors, guests or contractors, do not drip oil, petrol or brake fluid onto the common property or in any way deface the common property. Should any vehicle have leaked fluid of any kind on the common property the owner of the unit granting access to the vehicle is solely responsible for the immediate cleaning and repair of any mess and damage caused to the satisfaction of the trustees. In the event of a stain occurring, the owner/occupier will be given seven (7) days written notice in which to clean area to the satisfaction of the trustees. Should the owner/occupier not comply with the terms of the notice, the trustees will be entitled to have the area cleaned and all costs incurred to remove such stains will be for the owners account.

(8) Owners and all third parties who are given access to the scheme are not permitted to dismantle or affect any major repairs to any vehicle on any part of the common property or an exclusive-use area.

(9) Damaged vehicles or vehicles not in regular use or which are unlicensed, un-roadworthy or abandoned may not be parked on the common property without the prior written consent of the trustees having first been obtained and provided that such parking shall be for a period not exceeding 14 (fourteen) days.

(10) Trucks (other than those used for the purpose of loading and unloading goods), caravans, boats, trailers and vehicles which have no independent means of motorised propulsion may not be parked on the common property, including exclusive-use areas, without the prior written consent of the trustees. The parking of any other vehicles other than cars is strictly prohibited.

(11) The owner or occupier of a section must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that section or a parking bay allocated for visitors' parking.

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(12) A consent under sub-rule (11) must state the period for which it is given.

(13) Only one vehicle may be parked on a parking bay and no parking bay may be cluttered with bicycles, canoes or other items, without the trustees 'prior approval.

(14) No vehicle may be parked or placed, so as to obstruct the movement of pedestrians or other vehicles on the common property, or as to impede the use of any parking bay.

(15) The trustees may cause to be wheel clamped at the risk and expense of the owner of the vehicle, any vehicle, boat caravan, trailer, plant or machinery, parked, standing or abandoned on the common property or on any designated parking or loading bay without the trustees' consent. Such action will be at the risk and expense of the owner or controller of the vehicle and the owner of the section connected with such visitor will be deemed to have indemnified the body corporate and trustees against any damages in this regard. The penalty and/or cost must be paid before the vehicle is released. Until otherwise determined by the owners in general meeting, a release fee of R1000.00 (One Thousand Rand) will be payable prior to release of a wheel clamp.

(16) In the event that an owner of a vehicle wishes to remove a clamp during hours in which no one is available, the Trustees will place a notice on the car, which provides the contact details of the party in charge of releasing the clamp.

(17) The right to park vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility, and that no liability shall attach to the body corporate, or its agents, or any of their employees, for any loss or damage of whatever nature, which the owner or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.

11. Bicycles, Motor cycles and Games

11. (1). Motorcycles, quadbikes, bicycles, tricycles, roller skates, skateboards and other similar objects may not be used on the common property other than for entering and exiting the complex, nor may they be left, parked and/or stored on any part of the common property where they may cause an obstruction, nuisance and/or danger to any other owner or occupant of a unit.

(2) Motorized vehicles such as motorcycles, quadbikes and any other engine-driven vehicles may not be used in such a way as to cause excessive noise when entering and exiting the common property.

(3) Owners shall not cause or permit the striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the buildings.

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(4) Damage caused as a result of any failure to comply with the above sub-rules (1), (2) and (3) shall be for the sole account of the owner of the unit concerned.

12. Noise

12. (1) Any owner or occupier shall be cognisant of the close proximity of the apartments to one another and shall not allow any persistent and unreasonable noise levels to disturb other owners or occupiers.

(2) The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

(3) The owner, occupier of a section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

(4) Owners or occupiers shall not use their apartment or exclusive use area, or permit same to be used, in such a manner or for such purpose which may cause a nuisance to any other occupier of a section.

(5) Excessive noise must be avoided from 22:00 to 07:00 daily and on Sundays from 13:00 to 07:00 the following Monday.

(6) Owners and tenants shall take every effort that they and/or their visitors arriving or departing between the hours envisaged in (5) above, do so with little disturbance to other residents – no loud greetings or conversations, slamming of car doors, revving of engines or hooting.

(7) Radios, musical instruments, CD players, record players, television sets, etc, must be used in such a manner so as not to be heard in adjoining units or on the common property.

(8) Power tools and other noise-producing equipment if operated outside the times stipulated in sub-rule (7) must cause minimum nuisance to other occupants.

13. Garden and Plants

13.(1) All gardening in respect of the common property shall be done by persons authorised by the trustees.

(2) Flowers or plants may not be picked or removed from the common property.

(3) No flowers, trees, shrubs or plants may be planted anywhere on the common property without the written consent of the Trustees having first been obtained.

(4) Damage may not be caused to the garden areas on the common property.

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(5) The owner or occupier of a section may not, without the prior written consent of the trustees:

- (a) plant any shrub or tree on the common property;
- (b) plant any plants, shrubs or trees in their adjoining garden area which are likely to exceed 1.5m in height when fully grown and could interfere with underground and irrigation services or cause damage to foundations, walls, paving, roof structures, fascia boards and gutters;
- (c) plant any plants or shrubs affecting any maintenance work / painting of patio walls and a section;
- (d) plant any plants or shrubs obstructing access to any utility services;
- (e) plant any type of creepers against walls in their gardens or on common property, or
- (f) remove any trees anywhere in the scheme, without the prior written consent of the trustees.

(6) An owner or occupier may not use their garden area to store anything therein.

(7) Owners and occupiers must keep their exclusive use garden clean and neatly maintained.

14. Employees

14 (1) Owners, lessees and occupiers of sections may not request body corporate employees or contractors to perform tasks for them during their work hours.

(2) Owners, lessees and occupiers of sections may not interfere with body corporate employees or contractors in the performance of their duties as allocated to them by the trustees, but must give their full co-operation to such employees.

(3) Owners, lessees or occupiers of sections are responsible for the conduct of their own employees on the common property and shall ensure that they:-

- (a) do not cause a nuisance or litter on the common property;
- (b) do not receive guests on the premises;
- (c) comply with the security measures in terms of the conduct rules

15. Children

15. (1) Owners must supervise their children and the children of their visitors to ensure that no damage or nuisance is caused to the common property or the property of other Owners or occupants. In particular, children shall not interfere with the plants, decorations, name plates, fire-fighting equipment, exterior

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lights, entrance gates and intercoms on the common property, and shall not be allowed access to the flat roof area above the garages.

(2) Owners shall be responsible for the conduct of their children and their visitors' children.

16. Business Activities and Hobbies

16. (1) No owner or occupier may hold or allow to be held any auction (other than those required to accommodate the sale of a unit) or jumble sale in the section, exclusive use area or any portion of the common property.

(2) No owner or occupier may run a business from their section, exclusive use area or on any part of the common property without the trustees' prior written approval. Any such business, profession or trade must comply with applicable City of Cape Town regulations.

(3) No advertisements or publicity material may be displayed or distributed on the common property without the prior written consent of the Trustees.

(4) No owner or occupier may practice any hobby from their section, exclusive use area or on any part of the common property if it would cause a nuisance to any other owner or occupier.

(5) No owner or occupier shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the buildings.

(6) No games, bicycle riding, skate-board riding, roller skates or recreational activities of any nature shall be permitted in any part of the common property.

17. Letting

17. (1) No time-sharing or similar agreement may be concluded by an owner in the scheme.

(2) An owner may not let his exclusive use area independently from his section but may let his garage to another owner or occupier who resides in the scheme.

(3) An owner must notify the body corporate of any change of occupancy in the section.

(4) An owner must take reasonable steps to satisfy him or herself as to the suitability of the prospective tenant.

(5) Owners must not lease their unit or otherwise grant right of occupancy to any person if by so doing they contravene the law or any Act or by-law.

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(6) An owner must notify the body corporate of the contact details of the rental agent and/or tenant. Contact details and copies of ID document / passport front pages with photo of all tenants, cleaning service workers (for rental units) and letting agents (for rental units) should be provided to the Managing agent. These must be updated in the event of any change to the information.

(7) The owner must advise the trustees, in writing, of their intention to let their unit and provide the trustees with a copy of the lease or other agreement applicable prior to occupation by their tenant.

(8) In addition, the tenant must complete the "New Tenant Information" form (Annexure "D") confirming their details and that they have received a copy of the conduct rules which they have read, understood and will abide by.

(9) An owner shall, prior to occupancy being taken by a tenant or other occupier:

(a) Inform his/her tenant/occupier of their duties to observe the conduct rules;

(b) Furnish them with a copy of these conduct rules;

(c) Obtain a written undertaking from his/her tenant/occupier to comply fully and in all respects with the requirements of the conduct rules, for the period of his/her occupancy. The tenant should sign a copy of the conduct rules as a written undertaking to comply with them.

(10) All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease and/or any grant of rights of occupancy.

(11) No such lease agreement shall in any way release owners from any of their obligations in terms of the provision of the Act, management rules or conduct rules.

(12) The rules and the duties of owners in relation to the use and occupation of sections and common property are binding on owners, their lessees and other occupants of sections, and it is the duty of an owner to ensure that his or her tenants and other occupiers, including employees, guests and their family members, comply with the rules.

(13) The owner remains at all times responsible for the behaviour of their tenant and any breach by their tenant of the provisions of these conduct rules, the management rules or the STSMA shall be treated as if the owner committed the offence which must be rectified by the owner of the unit immediately upon receipt of a written notice to do so from the trustees or the managing agent acting on their behalf.

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(14) The owner is responsible for ensuring that the letting agents comply with all the rules binding the owner, specifically for access and security.

(15) Owners of a sections shall at all times ensure that the number of persons who permanently reside in that section does not exceed 2 (two) persons in respect of a 1(one) bedroom section, 4 (four) persons in respect of a 2(two) bedroom section and 6(six) persons in respect of a 3(three) bedroom unit.

(16) No such lease, or parting with occupation, shall be for a period of less than 6 (six) months, without the written approval of the trustees. Such approval by the trustees shall not be unreasonably withheld.

(17) Breaches of the conduct rules by a tenant shall result in the owner being subject to a reasonable fine determined at the discretion of the trustees.

(18) Should the trustees be of the view that the remedies in the penalty provision have been exhausted without resolution of the offending behavior; the trustees shall revoke the approval for the short-term letting.

18. Behavior of occupiers and visitors in sections and on common property

18. (1) Owners or occupiers shall not use their section or exclusive use area, or permit same to be used, in such a manner or for such purpose which may cause a nuisance to any other occupier of a section.

(2) The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.

(3) The owner or occupier of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

(4) No animal or poultry may be slaughtered on any part of the common property.

(5) The slaughtering of animals or poultry for religious reasons, will only be permissible in a section and/or exclusive use area, provided that:

(a) an owner, occupier and/or tenant has obtained the prior written consent of the trustees, which consent will not unreasonably be withheld. The trustees may provide for any reasonable condition in regard to the ritual slaughtering of animals or poultry;

(b) The written application for trustee consideration and approval must specify:

(i) a reasonable date and time for the slaughtering to take place;

(ii) the type of animal to be slaughtered;

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(iii) the name and qualifications of the person who will be carrying out the slaughtering ritual;

(iv) that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;

(v) that the Municipality has granted consent in terms of the applicable By-Laws;

(vi) that the Department of Health has granted consent;

(vii) that the Society for the Prevention of Cruelty to Animals (SPCA) will ensure that an official will attend the ritual to ensure that the animal will not endure unnecessary pain or suffering, and

(viii) that all affected owners, occupiers and tenants within the scheme have received written notification of the slaughtering ritual to take place, which notification must set out the date and time that the slaughtering ritual is scheduled for.

(6) No owner or occupier may cure or hang up to dry any meat, fish, skin, or the like on any part of the common property.

(7) Owners or occupiers must not use the property or permit it to be used for any purpose which is injurious to the reputation of the scheme.

(8) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a section or any part of the common property.

(9) No firearms may be discharged in a section or any part of the common property, except under such circumstances, which would reasonably justify the use of a firearm for private-defence and related purposes.

(10) Except for the auction of a unit, no auctions or similar sales or exhibitions may be held in sections or on the common property.

(11) 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.

(12) No person shall jump or climb over walls, perimeter walls, security gates or fencing. The relevant owner will be held responsible for any costs relating to the repair of any damage or the cleaning of any area.

(13) No drones may be operated within the scheme.

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19. Damage to and care of common property

19. (1) The owner or occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2) An owner or occupier of a section must be considered to have the trustees' consent to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees.
- (3) The owner or occupier of a section must keep a device installed under sub-rule (2) in good order and repair.
- (4) No owner, occupier or his guest shall cause or permit any act which might result in damage to or disfigurement of any section or common property or any part of the building. Owners, occupiers visitors, and children need to respect the property and should not incur any damage to the common property including the entrance doors and lift during transporting their luggage and/or furniture. Proper use of the lift blanket which includes hanging, followed by removal and storage should be considered when necessary. The owner shall bear all costs related to the damage of the common property areas by their occupiers or their visitors.
- (5) Owners and occupiers must not track sand or dirt into the foyer, lift or stairs, or leave any objects or mess in these areas.
- (6) An owner or occupier of a section is obliged to maintain all alterations additions or decorations made by him to the exterior of his section in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- (7) An owner must give the managing agent, at least 24 hours' notice, except in the case of an emergency, should his plumber or electrician requires a non-emergency water or electricity shut-off. These shut-offs affect other owners and Occupiers and notification of the shut-off must be placed in the foyer and both lifts. The managing agent will arrange with the owner, occupier or one of the trustees to place the notices.
- (8) Owners and occupiers should familiarize themselves with the location of the water and electricity shut-off points in their sections.
- (9) Owners are requested to ensure that they and their occupiers take care to avoid costly damage and possible injury by securing doors and windows in adverse weather conditions.

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20. Appearance of section and exclusive use area

20. (1) Owners shall not place or do anything on any part of their unit or exclusive use area, such as balconies, or on any part of the common property which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the scheme.

(2) The owner or occupier of a section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the section or the common property.

(3) No items may be hung over fences, balconies, in windows or corridors or on any part of the building or the common property so as to be visible to the public or to other occupiers.

(4) Owners, lessees and occupiers of sections must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation

(5) Owners and occupiers must ensure that apartments are provided with adequate curtaining or blinds at all times and within seven (7) days of taking occupation. All curtains must have linings and all linings to curtains, and blinds when viewed from the outside of the section must be acceptable to the trustees in their discretion. No reflective or tinting foil may be attached to windows.

(6) Allow their estate and / or letting agents to place "for sale" and / or "show house" signs outside the entrance unless in line with the related municipal requirements / by-laws. "Sold Boards" must be removed fourteen (14) days after concluding a sale, failing which the trustees will arrange for the removal thereof, and deposit of the board to the unit so sold.

(7) Owners or occupiers may affix signage of their armed response supplier to the exterior of their section which signage may not exceed 320mm x 320mm.

(8) No notice, leaflet, circular or similar object may be distributed within the scheme without the prior written consent of the trustees.

(9) Owners, lessees and occupiers of sections must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation.

21. Laundry

21. (1) The owner or occupier of a section must not, without the trustees' prior written consent:

(a) erect washing lines on the common property except in the place specially designated therefore;

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(b) hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme;

(c) carpets, mats, brooms, mops nor any other cleaning apparatus may not be shaken, dusted or beaten over balconies or through windows; or

(d) leave laundry on the lines designated for that purpose for long periods of time after it has already dried.

(2) Owners who hang washing in the designated areas do so solely at their own risk.

22. Signs and notices

22. (1) The owner or occupier of a section must not, without the trustees' prior written consent, display a sign, notice, billboard or advertisement of any kind whatsoever if the article is visible from another section or the common property, or from outside the scheme.

(2) Notice boards advertising the sale or rental of a unit shall only be permitted outside the boundary walls of the Complex and on the common property over weekends when the unit is "on show".

23. Air conditioning units

23. (1) Air conditioning units may only be installed inside the section.

(2) Air-conditioning units installed in the windows are not permitted.

(3) No owner or occupier shall place or allow to be placed on any part of the common property any air conditioning equipment or apparatus, which requires attachment to the outer structure of the building, except with the prior written consent of the trustees.

(4) Written application containing complete details of the installation must be given to the trustees for their approval.

(5) The trustees, who give such consent may, in their absolute discretion, impose such conditions as to the method of installation, type, specification, position, colour and removal thereof.

(6) The owner or occupier of a section must keep a device installed under this rule in good working order and repair.

(7) The owner or occupier of a section will be responsible for the maintenance and repair (which could include replacement) all pipes, wires cable and ducts that service the devices installed under this rule, notwithstanding the fact that such pipe, wire, cable or duct may be located on common property.

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(8) The owner or occupier of a section to which such device has been installed will be responsible for the cost of any maintenance, repair or damage caused by the installation to the common property or to other sections.

(9) Air-conditioning units must be properly serviced, and must not make excessive noise.

(10) Reticulation of the condensation from air-conditioning units may not be allowed to drip and must be reticulated directly into a drain.

24. Satellite dishes

24. (1) No owner or occupier shall place or allow to be placed on any part of the common property any television aerial or satellite dish or equipment, or the like which requires attachment to the outer structure of the building, except with the prior written consent of the trustees.

(2) The trustees, who give such consent may, in their absolute discretion, impose such conditions as to the method of installation, type, specification, position, colour and removal thereof.

(3) The owner or occupier of a section must keep a device installed under this rule in good working order and repair.

(4) The owner or occupier of a section will be responsible for the maintenance and repair (which could include replacement) all pipes, wires cable and ducts that service the devices installed under this rule, notwithstanding the fact that such pipe, wire, cable or duct may be located on common property.

(5) The owner or occupier of a section to which such device has been installed will be responsible for the cost of any maintenance, repair or damage caused by the installation to the common property or to other sections.

(6) No owner or occupier may instruct any contractor to work on the existing satellite or television system without the approval of the Trustees or the managing agent.

25. Awnings

25. (1) Awnings or any item of which any part is visible from the outside of any unit / section may not be installed without the written consent of the trustees first having first been obtained.

(2) The trustees, who give such consent may, in their absolute discretion, impose such conditions as to the method of installation, type, specification, position, colour and removal thereof.

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26. Storage of flammable materials

26. (1) Subject to sub-rule (2), the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes. This rule does not apply to the storage of fuel or gas in:

- (a) the fuel tank of a vehicle, boat, generator or engine, or
- (b) a fuel tank or gas cylinder kept for domestic purposes.

(2) No owner or occupier or their visitors are permitted to tamper with any firefighting equipment e.g. hydrants or extinguishers or use the said fire equipment other than for the purpose of fighting a fire.

(3) Reference must be made to the Pressure Equipment Regulations, in terms of the Occupational Health and Safety Act 85 of 1993. In terms of these Regulations, all gas installations must have a Certificate of Conformity, which states that the installation has been properly inspected and is determined to be safe and leak free. The certificate must be issued by an authorised person, who is registered with the Liquefied Petroleum Gas Safety Association of Southern Africa.

(4) No person shall burn any garden refuse, or waste, or light any fire, at any place upon the common property in the scheme other than at a place designated for that purpose, and then subject to a proper fireplace having been constructed at such place, provided that where such fire is to be lit outdoors due regard shall be had to the prevailing weather conditions, but excluded from this proviso is the lighting of fire for recreational purposes (a braai).

(5) An owner or occupier of a section shall not discharge any fire equipment unless for the purpose of extinguishing a fire.

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

(7) Should fire sprinklers and / or any other fire prevention and / or protection methods or equipment be required by the scheme's current insurers, potential future insurers or local authorities, in any part of the scheme due to the use to which a section is put, the owner of such section will be held responsible for any cost of ensuring compliance with any such requirements.

(8) The owner of a section must ensure that the applicable fire regulations have been complied with, with regard to any occupancy and floor size of a section.

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(9) The owner of a section must submit a certificate confirming the inspection and servicing of all fire equipment located within a section to the trustees when so requested.

27. Use of common property

27. (1) The common property is owned by all owners in undivided shares. No owner or occupier may make use of any part of the common property, including the common property ablution block, to the exclusion of other owners or occupiers, or in such a way that interferes with the use and enjoyment thereof by other owners or other persons lawfully on the premises.

(2) The owner, occupier or visitor of a section must not obstruct the lawful use of the common property by any other person.

(3) Owners shall not store or leave, or allow to be stored or left, any article or thing on or in any part of the common property except with the written consent of the trustees first having been obtained.

(4) Owners may not erect any tent or similar structure of a temporary nature on the common property without the written consent of the trustees first having been obtained.

(5) Owners shall not keep or do anything on the common property after receipt of a Notice to Desist has been received from the trustees.

(6) An owner or occupier shall not keep or do anything on the common property after notice in writing in that regard from the trustees.

(7) The owner or occupier of a section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

28. Use of sections

28. (1) No owner or occupier shall use any section for any purpose other than for residential purposes, as per Prescribed Management Rule 30, Annexure 1 to the Regulations of the Sectional Title Schemes Management.

(2) The owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other owner or occupant, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other owner or occupant.

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(3) The owner shall at all times maintain his section in good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows located within the section.

(4) An owner shall take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their section.

(5) Maids rooms must be used to house domestic staff and may not be let out to tenants for rental income.

29. Braais

29. (1) Owners and occupiers shall not operate any braai apparatus other than a gas-fuelled braai on the balcony of a unit. In terms of the Pressure Equipment Regulations, which were introduced in 2009, in terms of the Occupational Health and Safety Act 85 of 1993, all gas installations (gas braais, gas stoves / ovens, and gas hot water systems) must have a Certificate of Conformity, which states that the installation has been properly inspected and is determined to be safe and leak free. The certificate must be issued by an authorised person, who is registered with the Liquefied Petroleum Gas Safety Association of Southern Africa.

(2) No braais shall be allowed on the common property.

30. Smoking

30 (1) No person may smoke any tobacco product, including electronic or similar smoking devices, including legalised marijuana, as it is strictly prohibited in all common areas and on common property.

(2) Owners and their tenants, visitors, employees or contractors shall not cause a nuisance to any other occupants with their smoking.

(3) Occupants shall be subject to the limitations imposed by smoke legislation where applicable and as amended from time to time.

31. Eradication of pests

31. (1) The owner of a section must keep the section free of wood-destroying insects, including white ants and borer beetles.

(2) The owner or occupier of a section must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action

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reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.

(3) The body corporate must recover the costs of the inspection and replacement referred to in sub-rule (2) from the owner of the section.

(4) No owner or occupier may feed any animal, bird or reptile on any part of the common property or from his section, and in particular must refrain from doing anything, which might encourage the frequenting of pigeons, rodents, cockroaches or stray animals anywhere on the property.

32. Safety and Security

32. (1) Owners, occupiers and their visitors and invitees must at all times ensure that the security and safety of all owners, occupiers and their property are preserved and protected, and in particular must:

(a) ensure that upon entering or leaving, all security doors and gates are properly closed, and

(b) that such doors and gates are never opened for persons other than those visiting the owner or occupier, known to occupy a section or employed by the body corporate.

(2) Unauthorised traders, hawkers or others found causing a nuisance on the premises should be reported to one of the trustees of the body corporate.

(3) To this end a register will be kept by the trustee responsible of all short-term tenants (not less than 3 months), sub-lessees and workers who would have access to the building. All owners or occupiers shall provide such details to the trustees before any access shall be granted. Owners or occupiers shall ensure that no persons are granted access to the property without acceptable bona-fides or prior approval.

(4) Any service or maintenance workers must be supervised by owners or tenants for access to the property and building. Owners or tenants must personally ensure that access to the property and building does not result in any security vulnerability.

(5) Owners or occupiers must ensure that all building, security and electronic gates and doors are securely shut and locked after they have entered or exited through them. Owners/tenants must ensure that the vehicle street gate has closed completely within their sight before proceeding on their way into or out of the block.

(6) Anyone using the pedestrian or motor gate must ensure that it is securely closed after use. Should any key or remote be lost, these will not be replaced before the owner applies and motivates in writing to the managing agent. The managing agent shall seek approval from the trustees for such requests.

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Any and all costs associated with such replacement will be for the owner's account and the body corporate reserves the right to recoup any and all costs.

(7) All visitors need to be escorted to their cars and observed until they exit the property completely to ensure that all doors and gates are securely shut.

(8) Owners must also supply the detail of an alternate contact person for assistance in the case of an emergency and in the event the owner is not available.

(9) The trustees may from time to time issue guidelines for the proper compliance with this rule.

(10) Tailgating in and out through the main gates is prohibited.

(11) No owner or tenant may place obstacles to block security cameras, or the gate sensor from closing the gates normally, in order to keep the gates open.

(12) 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.

(13) 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 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.

(14) The body corporate 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) Owners, lessees and occupiers, and other members of the owners, lessees and occupiers household or guest, or other person under the owners, lessees and occupiers control, shall not engage in criminal activity, including, prostitution, drug-related criminal activity, on or near the said premises, "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance

(16) The owners, lessees and occupiers, any member of the owners, lessees and occupiers household or a guest, or other person under owners, lessees and occupiers control, shall not engage in any act

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intended to facilitate criminal activity, including drug-related criminal activity on or near the said premises.

(17) Owners, lessees and occupiers or members of the owners, lessees and occupiers household will not permit the premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the Owners, lessees and occupiers household or a guest.

(18) Owners, lessees and occupiers any member of the Owners, lessees and occupiers household or a guest, or another person under the Owners, lessees and occupiers control, shall not engage in the unlawful manufacturing selling, using, storing, keeping, or giving of a controlled substance at any location, whether on or near the Owners, lessees and occupiers premises or otherwise.

(19) Owners, lessees and occupiers any member of the Owners, lessees and occupiers household or a guest, or another person under the Owners, lessees and occupiers control, shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating battery, including but not limited to the unlawful discharge of firearms on or near the premises, or breach security that jeopardizes the health, safety, peace, and welfare of other owners, lessees and occupiers, or involving imminent or actual serious property damage.

33. Renovations and alterations

33. (1) Any owner planning to undertake an alteration/s or renovation/s to their section, must, prior to the commencement of work, obtain the written approval of the trustees to the carrying out of the work and must fully complete, sign and lodge with the trustees, giving them adequate time for a decision to be made, an application substantially in the form of the Annexure marked "B" and "C" and D (application form, indemnity and code of conduct).

(2) No trustee consent will be given for an application for alterations or renovations until such time as the proposed alteration/s and/or renovation/s have been approved by the City of Cape Town. Once the alteration/s and/or renovation/s have been completed, an architect, required in the discretion of the trustees, must sign off the alteration/s and/or renovation/s confirming that the alteration/s and/or renovation/s have been completed in accordance with the approved plans. The costs of such appointment will be for the account of the applicant owner.

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(3) As far as any alteration and/or addition is concerned, the trustees may refuse the application, in which case they must give reasons for their refusal or approve the application unconditionally or approve the application subject to reasonable conditions, including but not limited to: -

(a) conditions in respect of material, exact positioning and/or colour of the said installation and/or improvement;

(b) appointment of a consultant whose service will be for the account of the applicant, and

(c) To obtain the prior written consent of the trustees, an owner must apply to the trustees in writing, which application must be accompanied by sufficient plans and specifications to explain the said proposal in terms of the National Building Regulations and Building Standards, Act 103 of 1977, as amended from time to time, and these rules, indicating time frames and security measures.

(4) The owner must liaise with the trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed within the scheme, and the temporary storage of building material and machinery within the scheme.

(5) The electricity supply of the body corporate may not be used without the written consent of the trustees, who may assess the costs of such usage for the account of the owner.

(6) Owners who replace outside doors, windows, window frames, burglar bars, pipes, tiles or security gates (or anything that forms part of the common property) shall be responsible for the cost of repairing any damage inside and outside their units arising from installing doors, windows, window frames burglar bars, pipes, tiles and security gates (or anything that forms part of the common property).

(7) Owners who replace outside doors, windows, window frames, burglar bars, pipes, tiles or security gates (or anything that forms part of the common property) must ensure these conform with the accepted style of the block, subject to the consent of the Trustees.

(8) The building deposit paid by an applicant owner prior to the commencement of any alteration/s or renovation/s will not be refunded by the trustees until the entire process has been completed to the satisfaction of the trustees.

(9) An owner or person authorized 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 consents.

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(10) A request for the trustees' consent or approval, in regard to alterations, 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.

(11) The Trustees' consent for such structures, 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 14 (fourteen) days after written notice to remove given by the trustees, 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.

INTERNAL ALTERATIONS

(12) 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, and a sketch plan 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

(13) 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.

(b) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines;

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Full Signature of Owner / Occupier Required ☐ _____

(c) All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.

(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, or contractors, 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 on weekdays, 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.

(h) Any deposit payable in terms of this Rule 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.

(14) 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.

(15) 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.

I the Owner(s) / Occupier of a section, do hereby confirm and validate that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

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(16) Any alteration, improvement, fixture or addition or similar item 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.

(17) 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.

(18) 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 14 (fourteen) 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.

(19) Owners, lessees or occupiers of sections shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular landings, staircases and passages must be kept clear at all times.

35. Complaints

35. (1) All complaints are to be submitted to the trustees or managing agent.

(2) All complaints are to be in writing.

(3) The trustees or the Managing Agent, shall investigate the matter and notify the owner or occupier in writing of the complaint.

(4) The trustees when notified, may issue instructions to the Managing Agent on the action to be taken against the person or persons, who are in breach, at the trustees' discretion.

(5) Further the trustees may instruct the Managing Agent to issue a warning, or a warning and a fine

I the Owner(s) / Occupier of a section, do hereby confirm and validate that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

38. Dispute resolution

36. (1) Any complaint relating to an alleged breach of the conduct rules should be addressed to the trustees in writing, being addressed to the offices of the managing agent.

(2) Should any internal dispute resolution procedure not be suitable or prove unsuccessful, and application must be made to the Community Schemes Ombud Service.

39. Contravention of conduct rules and imposition of penalties

37. (1) If the conduct of an owner or an occupier of a section or his or her visitors in the opinion of the trustees constitutes a:

(a) nuisance; or

(b) breach of any duty of the owner under the Sectional Titles Act TA or the Sectional Title Schemes Management Act; or STSMA; or

(c) breach of any of the duties of owners and occupiers of sections contained in prescribed management rules, or

(d) breach of any of the scheme's conduct rules;

the trustees may furnish the owner or occupier with a written notice which may in the discretion of the trustees be delivered by hand, email or by registered post, except in the instance of parking violations in which case, photographic evidence shall suffice as proof of breach of the rules, in order to impose a summary fine, where no prior notification in regard to a contravention of the rules of the body corporate is presented to the offender.

(2) In the notice the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient 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.

(3) 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.

(4) 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 or occupier at least seven (7) 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 he or she is permitted by the chairperson, he or she may not participate in the conduct of the meeting.

I the Owner(s) / Occupier of a section, do hereby confirm and validate that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

(5) After the owner or occupier has been given the opportunity to present his or her case, and if seventy five percent (75%) of the trustees present at the meeting agree that a provision of the scheme rules or the Act has been breached, the trustees may by majority decision impose on the offender a fine of R1000.00 (One Thousand Rand) and an additional R1000.00 (One Thousand Rand) fine for every offence thereafter. These amounts may vary at the discretion of the trustees depending on the severity of the offence. The monetary amounts of the fines in terms of this rule shall, at the request of any owner, be reviewed at any annual general meeting and may be amended by majority vote.

(6) However, should there be any unauthorised change to the common property a fine which will be determined by the Trustees will be levied against an owner who breaches uniformity.

(7) A trustee shall not be entitled to participate at the meeting referred to in sub-rule 4 and 5 in that capacity if she or he or any person who occupies the residential section which she or he owns or represents is the alleged offender.

(8) Any fine imposed in terms of sub-rule 4 and 5 may, if it is not paid by the offender within 14 days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of section 3(1) of the STSMA and claimed by the trustees as part of the monthly instalments payable by the owner together with interest at the rate determined by the trustees for overdue levies.

I the Owner(s) / Occupier of a section, do hereby confirm and validate that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

Certificate

These conduct rules have been adopted by special resolution of the body corporate at the general meeting held on _____.

These conduct rules have been signed by two trustees in terms of prescribed management rule 10(1) contained in Annexure 1 to the Regulations made under the Sectional Titles Schemes Management Act 8 of 2011.

Trustee

Trustee

I the Owner(s) / Occupier of a section, do hereby confirms and validates that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

Annexure A

Guide, hearing and assistance dogs

1. All guide, hearing and assistance dogs must be registered with the Body Corporate using one form for every dog.
3. All guide, hearing and assistance dogs must wear a tag, stating its name and the address and contact number of its owner.
4. All guide, hearing and assistance dogs must be vaccinated as required and a veterinary certificate to this effect must be available for scrutiny at any time by the Trustees.
5. All guide, hearing and assistance dogs may roam freely inside the unit or inside the fenced area of the section, otherwise they must be on a leash and accompanied by a responsible person.
6. All guide, hearing and assistance dogs are to be sterilised and a veterinary certificate to this effect must be attached to this form.
7. An owner/occupant shall be responsible for the correct removal of any of their animals' excreta from their section/other sections/common property.
8. No guide, hearing and assistance dogs may unreasonably disturb other residents.

OWNERS' DETAILS

Full name:

Telephone (H) (C)

Email Address

Street Address

PET'S DETAILS

I the Owner(s) / Occupier of a section, do hereby confirm and validate that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

Pet's Name

Type (eg dog) Gender Age

If dog, height in cm from floor to highest point on back (shoulder)

Description (incl colouring, specific markings, etc)

Has your pet been spayed or neutered? [YES | NO] Has your pet been inoculated? [YES | NO]

Signed (Name) Date

I the Owner(s) / Occupier of a section, do hereby confirms and validates that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

Annexure B

Alterations and renovations rule

The page below must be completed and signed by the owner of the section concerned and returned to the trustees along with any other documentation.

APPLICATION TO CARRY OUT ALTERATIONS AND/OR RENOVATIONS

I/We the undersigned hereby make application to the trustees of the body corporate to carry out alterations/renovations as described by me/us below and I/we undertake to comply with the Conditions set out hereinafter.

NAME (Owner/Applicant)ID NO

SECTION NOTEL NO

CONTACT PERSON TEL NO

CONTRACTOR'S NAME, ADDRESS AND TEL NO.....

DESCRIPTION OF ALTERATIONS/RENOVATIONS AND DIAGRAM/PLAN (Attach a separate sheet if space below is inadequate.)

VISUAL IMPACT (If any change proposed will be visible from the exterior of the section give details here; if not state "none". Attach a separate sheet if space below is inadequate.)

WORK PERIOD (State how long it will take to complete the work)

DATE OF COMMENCEMENT (State when you wish to commence work).....

I/We hereby accept the Conditions and make application accordingly.

DATE

OWNER/APPLICANT

COMMENCEMENT CERTIFICATE

We, the trustees, hereby authorise you to commence with the alterations/renovations as detailed in the foregoing application document and attached sketches/plans.

Ref No and signed at on this day of

I the Owner(s) / Occupier of a section, do hereby confirms and validates that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

TRUSTEE

TRUSTEE

CONDITIONS

PLEASE NOTE: Read these conditions carefully and retain for your own reference.

The conditions set out herein are made in the interests of all who have invested and/or live in the scheme. Applicants must appreciate that their proposed activities may affect others in the building and it is most important firstly that any detrimental impact is kept to an absolute minimum and secondly that once started the work is completed expeditiously within the work period applied for. It is the function of the trustees to ensure that all applicants/owners act with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the building. The trustees are not qualified to provide definitive legal advice. Where appropriate, the trustees will obtain professional advice from suitably qualified professional experts at the expense of the applicant owner.

These conditions have been framed accordingly. It is the duty of the trustees to see that they are adhered to. Your compliance is earnestly requested.

1. The following broad definitions apply:

(a) **Alterations** shall mean any work involving structural alterations or additions to a section or unit including the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which affects the exterior appearance of a section or unit.

(b) **Renovations** shall mean any internal redecoration or refurbishment of the interior of a unit or section including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitaryware, floor coverings, etc.

The trustees shall be the sole and final judges as to whether the work proposed constitutes "Alterations" or "Renovations" as referred to herein.

2. The procedure for obtaining approval is as follows: -

(a) **ALTERATIONS:** Where alterations as defined above are involved:

(i) Submit this application with a sketch plan of the proposed alterations to the trustees to obtain their agreement in principle.

(ii) After approval in principle by the trustees has been obtained it is the responsibility of the owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Municipality.

I the Owner(s) / Occupier of a section, do hereby confirm and validate that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

(iii) A copy of the plans as approved by the Municipality must be submitted to the trustees, alternatively the trustees must be supplied with evidence satisfactory to them that Council approval is not required.

(iv) If the trustees consider it necessary they shall be entitled at the cost of the applicant to seek the advice of an architect, engineer or other professionals as to the acceptability of the proposals.

(b) **RENOVATIONS:** Where only renovations as defined above are proposed this application need only be submitted to the trustees.

3. Written confirmation that the work may proceed will be conveyed to the applicant by the trustees, with whom dates for the commencement and completion of the work shall be arranged. The trustees will also provide the applicant with information concerning access and the maintenance of security at the building (a most important requirement).

4. No work may start without the written consent of the trustees as mentioned in paragraph 3 above and the deposit mentioned in paragraph 15 below has been paid to the trustees.

5. Care must be taken not to disrupt or break any bulk service lines and trustees must be informed immediately if such disruption or breaks occur. Particular care must be taken with the intercom wiring and telephones as any damage caused in the section can break the circuit and disrupt the services to other sections. The owner accepts responsibility for any damage caused by him / her or his / her contractors to common property or to other units / sections in the building and indemnifies other owners against such damage.

6. Work carried out by owners must comply with the National Building Regulations and Building Standards Act No 103 Of 1977.

7. When planning any changes it is the owner's responsibility to find out whether or not permission from the City Council is required. In most cases any approval by the body corporate or trustees will be conditional on such approval being obtained before work can commence.

8. No work may be carried out over weekends and public holidays. Work must be done during normal working hours, i.e. 08h00 to 17h00.

9. No demolition, hammering, drilling, sawing or use of power tools or other disturbing noise-producing activities may be undertaken on Saturdays and Sundays or between the hours of 13:00 and 14:15 on weekdays.

No jack-hammers are permitted to be used as they are deemed to compromise the integrity of the building.

10. Cement or similar product may not be mixed on the tarmac or any portion of the common property. Building material must be stored on site on the section premises at all times and may not be stored on the common property. All refuse (not limited to rubble, paint tins, carpets, sand, bricks, old fittings, oil stains,

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etc) to be kept on the premises of the section and removed offsite daily. To remove building rubble or heavy building materials it must be packed into secure rubble bags and removed from the scheme via the back stairwell. Alternatively a chute and hoist acceptable to the Municipality and to the owners or tenants of units / sections affected thereby, is to be used.

11. No loose rubble may be left on the grounds of the building overnight. Rubble can however be stored in rubble bags and left in a covered skip situated in the owner's parking bay or garage (if available) for a maximum period of three days.

12. Contractors must be supervised at all times and at no stage should duplicate keys and / or remotes to the complex be given to contractors.

13. Contractors must clean up common property each afternoon before leaving the site, failing which the trustees will instruct the building's caretaker to do so at overtime rates, which shall be for the owner's expense. Contractors may not park their vehicles in front of the units garage except for loading and unloading. All vehicles should be parked in demarcated parking bays.

14. Contractors to access the building via the back entrance and stairwell only. No foyer or lift access is permitted unless applied for in advance and in writing. Should lift access be required and permission granted a daily fee to be determined by the Trustees shall be charged and the weight allowed to be carried in the lift must not exceed 500 Kilograms.

15. Contractors must supply toilet paper for their workers (they need to use the toilet in the unit they are working in or a portable toilet needs to be placed inside the owners exclusive use garage and not on common property).

16. Body Corporate electricity may not to be used without the written consent of the trustees first being obtained, in which case a charge may be assessed for the electricity consumed, which shall be for the owner's account.

17. All windows installed must conform in outward appearance with other windows installed in similar positions elsewhere in the scheme.

18. The owner indemnifies the body corporate in respect of any damage caused to its common property and agrees to pay the cost of repairing any damage caused to common property resulting from, emanating from, caused by or attributable to the proposed alterations/renovations to his/her flat.

19. A deposit of R10 000,00 (ten thousand Rand) or an amount determined at the discretion of the Trustees shall be paid before any work commences, from which the costs of rectifying any damage to common property (including but not limited to: floor coverings, woodwork, paintwork, plumbing, oil stains, pipes, railings, walls, stairs, lift, foyer, gates, fences, doors, grounds etc.) and any other charges accruing against the owner shall be deducted.

I the Owner(s) / Occupier of a section, do hereby confirm and validates that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

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20. The deposit shall be paid into an interest-bearing account and the interest shall accrue for the owner's account. Cheques must be sent to the trustees or deposits can be made electronically into the body corporate's account with proof of payment being sent to the trustees. Account details can be obtained from the trustees.

21. Any and all charges, expenses and costs accruing against the owner arising from matters contained anywhere in the foregoing conditions shall be payable on demand and shall be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet the whole of such costs, then any deficit must be paid on demand.

22. The trustees reserve the right to enlist the services of a professional or contractor of their choice to assess any work carried out at any stage of the renovation/alteration so as to ensure the integrity of the building and to report on their findings, the cost of which shall be for the owner carrying out the work.

23. Any balance of the deposit remaining shall be repaid to the owner after completion of the alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit and accrued interest.

24. It is the responsibility of the owner to ensure that their contractors and workmen comply with the above-mentioned rules.

25. Finally, and most importantly, when selling a unit it is incumbent on owners to ensure that the estate agent involved is familiar with the processes raised in this document. The trustees and body corporate cannot be expected to resolve or condone inappropriate expectations arising to during the sales process. In future if disputes arise, the trustees will refer any problems back to the previous owner and the estate agent responsible for the sale."

I the Owner(s) / Occupier of a section, do hereby confirm and validates that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

Annexure C

Indemnity form

AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
(ACT NO. 85 OF 1993)

NAME OF SCHEME OR NAME OF REGISTERED OWNER

(Hereinafter referred to as "the Employer" represented by):

and

Name of Contractor:

Street address:

(Hereinafter referred to as "the mandatory" represented by):

Preamble

(a) WHEREAS the Employer and mandatory have entered into an agreement in terms of which the mandatory will perform certain work and / or services on behalf of the Employer;

(b) AND WHEREAS the Occupational Health and Safety Act defines a "mandatory" as an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and/or machinery.

(c) Section 37 of Occupational Health and Safety Act potentially punishes an employer for the unlawful acts or omissions of its contractors, sub-contractors and agents, (hereinafter referred to as the mandatory) save where a written agreement is concluded between the employer and the mandatory which sets out and contains arrangements and procedures which are to be implemented and adopted by the mandatory itself to ensure compliance with the provisions of the Occupational Health and Safety Act and its regulations.

(d) The parties hereto wish to enter into such an agreement which is set out below.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Definitions

"employer" means the NAME, the principal to this agreement;

I the Owner(s) / Occupier of a section, do hereby confirm and validate that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

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“mandatory” means the contractor described under this agreement; Sub-contractor means the contractors, agents and /or subcontractors employed by the Mandatory;

“The Act” means the Occupational Health and Safety Act

“The COID Act” shall mean the Compensation for Occupational Injuries and Diseases Act.

“The Agreement” means this agreement and all documents attached or referred to therein, which form an integral part of the Agreement.

(1) Scope of this agreement

This agreement will be binding for all work that the mandatory undertakes for the Employer and will apply to the mandatory, its employees, agents, Contractors and Sub-contractors.

(2) COID Act insurance

The mandatory warrants that all its employees, agents, contractors and/or its subcontractor's and or their employees (if any) are registered and covered in terms of sec 80-87 of the COID Act which cover will remain in force whilst any such employees are present on the Employer's premises and that all such assessment fees are correct and paid up.

(3) Compliance with the Occupational Health and Safety Act

(3.1) The mandatory undertakes to ensure that it and its subcontractors and their respective employees at all times comply with regulations, processes and requirements as laid down under the Act, which without detracting from the generality thereof includes the following: -

(3.1.1) all work performed by the mandatory on the Employer's premises and will be performed by persons employed or contracted by the mandatory who are trained to understand the hazards associated with any such work performed;

(3.1.2) the mandatory warrants that it is aware of the provisions of the Act and its responsibilities there under and that it will ensure that all and any of its employees, agents or contractors who are to carry out the work at the Employers premises in terms of this agreement, are equally made aware of the requirements of the Occupational Health & Safety Act 85 of 1993 and that all comply with the such requirements in all respects.

(3.1.3) the mandatory must appoint competent persons who must be trained on any occupational health and safety aspect pertaining to them or to work that is to be performed by them.

I the Owner(s) / Occupier of a section, do hereby confirms and validates that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

(3.1.4) the mandatory must ensure that discipline regarding all aspects of Health and Safety will be strictly enforced.

(3.1.5) where applicable, any personal protective equipment required must be tested and issued by the mandatory to its employees and subcontractors, and the mandatory will ensure that such clothing and equipment is worn at all times.

(3.1.6) no unsafe equipment/machinery and/or articles will be used by the mandatory, its employees or sub- contractors on the Employer's premises.

(3.1.7) the mandatory must make available to its employees and sub-contractors, written safe working practices, procedures and precautionary measures, and must ensure that all its employees and sub-contractors are made conversant with the content of these practices and that they are enforced at all times.

(3.1.8) all incidents/accidents which may occur whilst on the Employers premises or whilst the work under this agreement is being carried out will be referred and will be reported by the mandatory to the department of labour as well as to the Employer.

(3.1.9) no use may be made by the mandatory and / or by its employees and /or their sub-contractors of any of the Employer's machinery /articles /substance /plant /personal protective equipment without the Employer's prior written approval and any such use will be at the mandatory's own risk.

(3.1.10) the mandatory must ensure that work for which the issuing of a permit is required may not be performed prior to the obtaining of a duly completed and approved permit.

(3.1.11) the mandatory must ensure that no alcohol or any intoxicating substances will be allowed on the Employer's premises. Anyone suspected to be under influence of alcohol or any intoxicating substances may not be allowed onto the Employer's premises and anyone found on the premises suspected of being under the Influence of alcohol or any other intoxicating substances will be escorted off the premises immediately.

(3.1.12) the mandatory will report in writing anything it deems to be unhealthy and/or unsafe to the Employer's management.

(3.1.13) the mandatory warrants that it will not endanger the health and safety of the Employer's employees or visitors or other contractors in any way whilst performing work on the Employer's premises.

I the Owner(s) / Occupier of a section, do hereby confirm and validates that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

(3.1.14) the mandatory understands that no work may commence on the Employer's premises until this agreement has been duly completed signed and received by the Employer.

(3.1.15) No dumping of any hazardous chemical substances is permitted into any drains and/or waste bins. Same must be disposed of in terms of the Hazardous Chemical Substance Regulations of the Occupational Health and Safety Act 85 of 1993.

(3.1.16) When any activity during build-up and/ or breakdown periods, is of such nature that it could cause injury to anyone, or damage to the environment, all reasonable practicable preventative measures must be implemented to ensure the health, safety and/or impact upon the environment.

(3.1.17) All Certificates of Compliance will be provided in original format (copies unacceptable) to the body corporate or his/her Safety Representative.

WITHOUT RECEIPT OF THIS AGREEMENT, (NAME OF THE BODY CORPORATE) RESERVES THE RIGHT TO WITHHOLD ACCESS TO THE WORK AREA

SIGNED ON THIS _____ DAY OF _____ 201__ AT _____.

SIGNED ON BEHALF OF:

_____ (THE EMPLOYER)

SIGNED ON BEHALF OF:

_____ (THE MANDATORY)

I the Owner(s) / Occupier of a section, do hereby confirm and validate that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

Annexure D

RULES FOR CONTRACTORS

(To be read in conjunction with Annexure "A" and Conditions for Alterations and Renovations)

Access: Access is via the back entrance and back stairs only (should lift access be required this must be applied for in advance and in writing stating date and approximate duration. Should permission be granted a daily fee to be determined by the Trustees shall be charged and the weight allowed to be carried in the lift must not exceed 500 Kilograms. A letter will be sent to all owners / tenants notifying them in order for them to make alternative arrangements. Protective cloth will be put up inside the lift).

Parking: Parking apart from utilising the owner's exclusive use bay / garage only one Visitor's Bay may be used. Additional vehicles will need to park off the premises. If more than one contractor's vehicle is parked in the Visitor's Bays a photo will be taken and a fine issued to the owner.

Working hours: Working hours will include: Monday to Friday between 08h00 and 17h00. No loud noise such as banging / drilling / sawing / the use of power tools or other disturbing noise producing activities between the hours of 13h00 and 14h15 Monday to Friday. No work is permitted on a Saturday, Sunday or public holiday. No jack-hammers are permitted to be used as they are deemed to compromise the integrity of the building.

Common Property: All common property areas to be left in a clean state at the end of each day. Photographic evidence of mess / dirt will suffice for fines to be levied against the owner. Damage to common property will be for the cost of the owner.

Skips: Any skips brought on site must be covered and stored in the owners exclusive use sections for a maximum of 3 (three) days. Skips may not be stored on any of the common areas.

Toilets: Contractors to utilise the toilet in the flat they are working in. Should a portable toilet be needed this must be placed inside the flat / in that owner's garage and not on common property.

Floors: Contractors are only permitted access to the floor that they are working on. If they are found to be wandering around the block a fine will be issued against the owner as this will be viewed as a security breach.

Duration: Please advise expected duration of the job. Should the project be delayed by more than 1 month fines will be issued to the owner due to inconvenience to the rest of the owners / tenants.

I the Owner(s) / Occupier of a section, do hereby confirm and validates that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____

Uniformity: All common areas including but not limited to walls, windows, doors, security gates, burglar bars, pipes, tiles, paint colour etc. to conform to the block's uniform style. Any exceptions are to be brought to the attention of the Trustees who will rule on whether that style change will be allowed or not. Any unauthorised change to the common areas will result in a fine – the amount of which will be determined by the Trustees and will be levied against an owner who breaches uniformity.

Fines / Breach of general rules excluding uniformity: Each offence will attract a R1000.00 fine. The amount of the fine would be dependent on the gravity of the offence, as well as the discretion of the trustees. Photographic evidence will suffice.

Identity Documents:

Please supply us with a copy of each of the contractor's ID's.

By order of The Junction Body Corporate

Signed: _____	Signed: _____	Signed: _____
Owner	Contractor	Project Manager

Signed: _____	Signed: _____	Date: _____
Trustee	Building Manager	

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Full Signature of Owner / Occupier Required ☐ _____

Annexure E

NEW TENANT INFORMATION

Flat Number: _____

Owner: _____

Duration of Lease: From _____

To _____

Lease Holder Name: _____

Number of people to stay in the flat: _____

Name: _____	Name: _____
Cell: _____	Cell: _____
Email address: _____	Email address: _____
Vehicle type: _____	Vehicle type: _____
Colour: _____	Colour: _____
Registration Number: _____	Registration Number: _____

The Junction Body Corporate Conduct Rules:

Please confirm that you have received a copy of The Junction Body Corporate Conduct Rules and that you have read and understood the Rules. Failure to comply will result in fines being issued.

Initial here: _____

Note particularly one of the **Parking Rules** – only one vehicle per apartment may park in a visitor's bay on a first come, first served basis and this only once your exclusive use parking bay has first been used.

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Full Signature of Owner / Occupier Required ☐ _____

Signed: _____ Date: _____

I the Owner(s) / Occupier of a section, do hereby confirms and validates that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph in accordance with the Consumer Protection Act.

Full Signature of Owner / Occupier Required ☐ _____