

CONDUCT RULES

CONDUCT RULES

Section 10(2) (b) of the Sectional Titles Schemes Management Act, No 8 of 2011

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

SAINT SQUARE Sectional Title Scheme



CONDUCT RULES

INDEX

NO	HEADING	P
A	APPLICABILITY	3
B	INTERPRETATION	3
C	DIRECTIVES	4
1.	ANIMALS, REPTILES AND BIRDS	4
2.	REFUSE DISPOSAL	5
3.	PARKING AND DRIVING OF VEHICLES	6
4.	DAMAGE, ALTERATIONS, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY AND ALTERATIONS TO THE INTERIOR OF SECTIONS	8
5.	APPEARANCE FROM OUTSIDE	12
6.	SIGNS AND NOTICES	13
7.	LITTERING	14
8.	LAUNDRY	14
9.	STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS	14
10.	LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS	14
11.	TELEVISION ANTENNAS AND SATELLITE DISHES	15
12.	ERADICATION OF PESTS AND HEALTH REGULATIONS	16
13.	NOISE, NUISANCE OR DISTURBANCE	16
14.	COMMUNAL GARDENS AND EXCLUDING EXCLUSIVE USE GARDENS	17
15.	BRAAIS	17
16.	SECURITY, SAFETY AND RISK	18
17.	EMPLOYEES	19
18.	COMPLAINTS	19
19.	IMPOSITION OF PENALTIES	19
20.	INSURANCE	19
21.	ALLOCATION OF PARKING BAYS	20
22.	DOMICILIUM CITANDI ET EXECUTANDI	20
23.	BINDING NATURE	20

CONDUCT RULES

PRELIMINARY

A APPLICABILITY

1. It is the duty of an owner of a section to ensure his family members, visitors, customers, clients, employees and contractors and the lessee or occupier of his section, and his family members, visitors, customers, clients, employees and contractors comply with the Conduct Rules.
2. Should any damages be caused by or any penalties (fines) be imposed on any of the persons referred to in sub-rule (1) above, the owner shall be liable to pay damages and/ or to pay the penalties (fines) imposed.
3. The Trustees shall recover from the owner all damages, penalties (fines) and costs incurred, including administrative expenses and all legal costs. Damages, penalties (fines) and costs and administration fees shall bear interest as a levy debt, and shall be recovered as a levy.
4. Should an owner fail to pay his levies monthly in advance, the owner shall be liable to pay the said fees and additional charges incurred by the Body Corporate and Managing Agents for reminder notices, and detail ledger provided to the attorneys to recover the outstanding debt.

B INTERPRETATION

1. The clause headings are for convenient reference and shall be disregarded in construing these Rules.
2. Unless the context clearly indicates a contrary intention:-
 - a) The singular shall include the plural and vice versa; and
 - b) A reference to any one gender shall include the other genders; and
 - c) A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
3. Words and expressions defined in the Sectional Titles Schemes Management Act, No 8 of 2011 ("the Act") and annexures thereto shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Act and annexures thereto.
4. Unless determined herein to the contrary, any word or expression used herein and in the Conduct Rules of **SAINT SQUARE BODY CORPORATE** shall, *mutatis mutandis*, have the meaning assigned to it.
5. Unless determined herein to the contrary, any word or expression used herein and in the Management Rules, shall, *mutatis mutandis*, have the meaning

CONDUCT RULES

assigned to it in the said Management Rules, the Management Rules shall prevail.

5. When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
7. Where the numbers are expressed in the words and in numerals, the words shall prevail if there is any conflict between the two in any of these Rules.
8. In these Rules any reference to "Trustees", shall mean the Trustees of the Body Corporate, unless inconsistent with the context.

C DIRECTIVES

1. The Trustees may issue Directives from time to time in connection with any Conduct Rule.
2. The Directives shall not be in conflict with any Rule.
3. The Directives shall provide direction as to the practical application of a Conduct Rule and shall contain practical arrangements pertaining to a Conduct Rule.

1. ANIMALS, REPTILES AND BIRDS

- 1.1 reptiles are NOT permitted within sections and or the complex boundaries.
- 1.2 An owner may, with the written consent of the trustees, keep birds capable of being caged, in a hand-held cage or holder, within a section. Should a bird be a nuisance to fellow residents, the trustees reserve the right to ask the owner(s)/ resident(s) to remove the bird(s) from the premises of the complex. This will be in the absolute discretion of the trustees and will not be negotiable;
- 1.3 Cats and dogs will only be allowed for owners/ residents in the townhouse duplexes and specified apartments (see Annexure **XXXX**). The following provisions will apply:
 - Only one cat or one dog, or two dogs will be allowed per section;
 - All cats need to be spayed or neutered. A certificate from a veterinarian is required before permission will be granted;
 - All cats must wear a tagged collar. (Name tag with contact details of the owner(s));

CONDUCT RULES

- Approval of the application to have a cat or a dog is entirely for the discretion of the trustees. Only two small dogs will be allowed (maximum height of 40 cm or one medium dog (maximum height 65 cm); on the following conditions: (1) All dogs must wear a tagged collar; (Name tag with contact details of the owner(s); (2) No dog will be allowed, when fully grown, taller than 40 (forty) cm. (Measured from the ground to the middle of the back); (3) Under no circumstances will the following dogs be allowed: **Bull Dogs, Bull Mastiffs, German Shepherds, Dobermans, Bull Terriers, Rottweilers;**

- 1.4 All dogs, when entering the common property or an exclusive use area, will be leashed at all times;
- 1.5 Should a pet foul the common property or any exclusive use areas, the owner of then pet concerned is required to immediately remove the excrement and dispose of it in a hygienic manner. Pet excrement and foul smells are to be diligently managed by pet owners within their own section. Excrement is to be removed and disposed of daily at a minimum. Should the excrement or foul smells become a nuisance to fellow residents, refer to rule 1.6.
- 1.6 Pets should not be a nuisance to fellow residents. Should a pet become a nuisance, the trustees reserve the right to have such pet removed from the premises, should the owner not do so on request. This is in the absolute discretion of the trustees and is not negotiable;
- 1.7 Process of obtaining permission: A formal application form must be obtained from the office of the managing agents. The completed application must be returned to the managing agents for consideration by the trustees. The trustees' decision is final and will not be negotiable;
- 1.8 Should the trustees give permission, such permission may be withdrawn in the event of any breach of any condition prescribed in terms of sub-rule 1.3, 1.4, 1.5, 1.6 and 1.7;
- 1.9 All owners/ residents should take note that the keeping of a pet is a privilege and not a right. Should approval be granted to keep a pet, the trustees reserve the right to withdraw such approval at any time. This is in the absolute discretion of the trustees and is not negotiable.

2. REFUSE DISPOSAL

- 2.1 An owner or occupier of a section shall:-
 - a) if so directed by the Trustees in terms of sub-rule (g), maintain in a hygienic and dry condition, a receptacle for refuse (refuse bin) within his section, his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing;

CONDUCT RULES

- b) ensure that before refuse is placed in a receptacle it is securely wrapped in a suitable strong plastic bag (refuse bag) and in the case of tins or other containers, it is completely drained, before it is placed in a refuse bag;
- c) ensure that a refuse bin is not over-filled, and that no refuse is left on top of a refuse bin;
- d) not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier;
- e) 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;
- f) for the purpose of having the refuse collected, place such refuse bags within the area and at the times designated by the Trustees in their directives issued in terms of sub-rule (e);
- g) comply with any directives issued from time to time by the Trustees in pursuance of this Rule, and not dispose of or allow the disposal of any refuse, waste or rubbish in any other manner than as provided in this Rule and such directives.
- h) An owner or occupier shall not dispose any refuse that the Municipality will not remove,
- i) An owner or occupier shall not allow any refuse of whatever nature to remain or being disposed of in the lobby, passage, walkway, staircase, balcony or any other part of the common property, except in designated areas.

3. **PARKING AND DRIVING OF VEHICLES**

- 3.1 An owner or occupier of a residential section shall park or stand his vehicle and may permit or allow his visitor, employee or contractor to park or stand a vehicle on the parking area allocated to the residential section he occupies. Vehicles may only be parked in designated allocated parking bays.
- 3.2 No owner or occupier of a section shall, without prior written consent of the Trustees, park or stand or permit or allow any vehicle to be parked or stood upon the common property contrary to sub-rules 3.1 and 3.2.
- 3.3 In this Rule “vehicle” means a motorcar or light vehicle or motorcycle, including a kombi and a station wagon. Boats, caravans and trailers and the like are not allowed on the premises.

CONDUCT RULES

- 3.4 No person shall park a vehicle on more than one parking bay, or park a vehicle in front of any parking area or park a vehicle in such a way that the flow of traffic and access to and egress from any parking area is obstructed. No parking in front of any fire hydrants will be allowed.
- 3.5 No person may reside or sleep in any vehicle.
- 3.6 Owners and occupiers shall comply with the normal traffic rules and regulations and adhere to the road signs when driving their vehicles on the common property, and shall not drive their vehicles in any manner, which is considered by the Trustees not to be in the interest of safety. The speed limit of 30 km/h should be adhered to.
- 3.7 Owners or occupiers of sections shall not drive their vehicles in such a way that creates a nuisance to other owners or occupiers of sections.
- 3.8 No owner or occupier may sound the horns of their vehicles at any time on the premises, except as a warning of imminent danger in the case of an emergency. No loud music may at any time be played from inside the vehicle on the premises.
- 3.9 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property, including the parking bays and areas, or in any other way deface the common property.
- 3.10 No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, a parking bay or in a section. No severely damaged or unroadworthy vehicles may be parked on the common property, including parking bays and areas.
- 3.11 The parking of vehicles upon the common property, parking bays and other parking areas 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, including parking areas.
- 3.12 The Trustees may from time to time issue further directives pertaining to this Rule.
- 3.13 The Trustees may cause to be removed or towed away, or its wheels to be clamped, at the risk and expense of the owner and/or driver of the vehicle, including payment of a release penalty to be determined by the Trustees from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.

CONDUCT RULES

3.14 Limited parking bays are available. Residents are only allowed to park, on their allocated parking bays. Residents to refrain from parking on the parking bays of visitors. Only visitors to the complex are allowed to park on the visitors parking bays.

4. **DAMAGE, ALTERATIONS, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY AND ALTERATIONS TO THE INTERIOR OF SECTIONS**

GENERAL

4.1 It is recorded that the exterior of sections, including windows and doors, are part of the common property and that as such, (save as provided in the Act, the Sectional Titles Act, No 95 of 1986, the Management Rules and these Conduct Rules), no owner or occupier may alter, damage, improve or add thereto in any manner.

MINOR ALTERATIONS

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

4.3 No owner or person authorized by him may install:-

a) any locking device, safety gate, burglar bars or other safety device for the protection of is section. With permission of the trustees, only strip type burglar bars will be permitted. These must be fitted horizontally, to the inside of opening windows and must be of the same material and colour as the window frame – 2 to 3 slates per opening. Clear burglar bars are also allowed. The installation of safety gates must first be approved by the trustees.

b) any screen or other device to prevent the entry of animals or insects;

4.4 An owner or person authorized by him 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 **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. In the event of non-compliance with the imposed conditions, the Trustees may withdraw their consent and request an owner to immediately remove such structure at his own cost.

4.5 Notwithstanding sub-rule 4.4, no owner or occupier may affect the installation of radio- or television antennae or satellite dishes but must utilise the central

CONDUCT RULES

reception network or communal television aerial(s) and satellite dishes, which shall be maintained by the Body Corporate.

- 4.6 A request for the consent or approval of the trustees must be made in writing, and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.

STRUCTURAL ALTERATIONS

- 4.7 Any structural alteration affecting a section and the common property, and alterations to work to plumbing, electrical installations or conduits, may only be carried out after:-

- a) compliance with all relevant provisions of the Act, the Sectional Titles Act, No 95 of 1986 and the Rules; and
- b) obtaining the written approval of the local authority, if applicable; and
- c) obtaining the written consent of the trustees, which may be accompanied by conditions.

- 4.8 All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority. Upon effecting alterations to electrical installations or conduits, an electrical certificate of compliance must be obtained from the electrical contractor once the work has been done.

- 4.9 Whereas an owner may effect alterations to the interior of his section, no work may be done to weight-bearing walls without the written approval by a structural engineer as appointed by the trustees and the written consent of the trustees, who may impose any further reasonable conditions.

- 4.10 Whilst stoeps and balconies may form part of sections, the enclosure thereof affects the common property as well as the appearance of the buildings, for this reason any enclosure of a stoep or balcony will not be allowed.

- 4.11 In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees involves structural alterations or additions to a section, including the removal, creation or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section:-

- a) A written application with specifications, time frame, and a building plan (sketch plan of the proposed alterations) must be submitted to the trustees. The trustees may refer such application to a structural engineer and/ or any other professional persons/ bodies. When

CONDUCT RULES

considering an approval, the trustees will be led by the opinion and full report of such professionals.

- b) The trustees of the Body Corporate may grant consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions.
- c) Thereafter, the approved plans by the Body Corporate may be submitted to the Local Authority for final approval.
- d) Having obtained the approval of the Local Authority, the Owner shall comply with all terms, conditions and changes required by the trustees and by the conditions and standards imposed by the Local Authority insofar as these may be additional to the requirements of the Design Guidelines read together with the plans.
- e) A scrutiny fee determined by the trustees and payable to the Body Corporate, will be payable by the owner.
- f) A building deposit as determined by the trustees of the Body Corporate from time to time, shall be payable by the owner, before work may commence.

INTERNAL ALTERATIONS

4.12 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 of the Body Corporate, which 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 of the Body Corporate 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 why such consent cannot be given. An owner may not proceed with the work without such consent.
- c) A building deposit as determined by the trustees from time to time, shall be payable by the owner before work may commence.

ALL ALTERATIONS

4.13 In respect of all work done at the instance of an owner or occupier of a section, the following shall apply:-

CONDUCT RULES

- a) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the original design guidelines.
 - b) All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.
 - c) 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, his workmen or contractors to the common property or to other sections, and indemnifies the Body Corporate against such damage or any claims arising therefrom.
 - d) 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.
 - e) Any work done in pursuance of this Rule, must be done:-
 - (i) during the hours 08:00 to 17:00; (this excludes the developer when still constructing the complex)
 - (ii) on weekdays;
 - (iii) not during the Easter Holiday period or during the period 15th December to 10th January, any other public holidays or Sundays;
 - (iv) with the minimum of discomfort, disturbance, obstruction and nuisance to the other occupiers;
 - (v) and must be concluded as expeditiously as possible, within the time specified, if any.
 - f) Any deposit payable in terms of this rule shall be paid before commencement of work and shall be repayable 60 days after completion, subject to any deductions due to damages/ expenses made by the trustees.
 - g) All charges, damages, expenses and penalties raised against the owner in terms of this Rule, are payable upon demand, and if unpaid, the trustees may deduct such items from the owner's deposit.
 - h) The owner must ensure that his workmen and contractors comply with the relevant provisions of this rule and all the other rules.
- 4.14 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

CONDUCT RULES

commencement of the alteration, improvement, installation of the fixture or addition.

- 4.15 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.
- 4.16 An owner shall be liable for any damage caused by themselves or the occupiers of his or her section or their visitors or guests to the common property.
- 4.17 Any alternation, 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 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, the Body Corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
- 4.18 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.
- 4.19 If an owner effects any work referred to in this rule without obtaining the consent of the trustees, or if any owner fails to comply with any of the imposed conditions or to conform to the design guidelines or to the required quality and appearance, the trustees may request an owner to immediately remove such structure at his own cost and to restore his section/ the common property. Should an owner fail to remove such structure and to restore the section/ the common property and any such failure persists for a period of 30 (thirty) days after written notice given by the trustees, the trustees may effect such removal and restoration or restitution of the property at the risk and expense of the owner, who shall have not recourse against the trustees, the Body Corporate, employees or contractors for any damage resulting therefrom.
- 4.20 Owners or occupiers shall not leave any obstruction to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular access to staircases, passages, landings and stairwells must be kept clear at all times.

5. APPEARANCE FROM OUTSIDE

CONDUCT RULES

- 5.1 The owner or occupier of a section for residential purposes shall not place, store or do anything on any part of the common property, exclusive use areas, sections, including balconies/patios/stoeps and encroachments, which in the opinion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the section. No washing may be placed on any balconies/ patios/ stoeps/ walkways, or any part of the common property. Should the owner or occupier contravene the above, a fine may be imposed.
- 5.2 No owner or occupier of a section may, without the prior written consent of the trustees place, store or leave any object on any part of the common property or allow or permit it to be so placed, stored or left.
- 5.3 If this rule (5.2) is contravened, the trustees may request an owner to immediately remove an object from the common property at his own cost and to restore the common property. Should an owner fail to remove such object and to restore the common property and any such failure persists for a period of 14 (fourteen) days after written notice, the trustees may effect such removal and restoration or restitution of the property at the risk and expense of the owner, who shall have no recourse against the Body Corporate or its trustees, employees or contractors for any damage resulting therefrom.
- 5.4 Owners and occupiers must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All blinds must be white in colour and all curtains must have white linings. Should the owner or occupier contravene the above, a fine may be imposed.
- 5.5 Owners and occupiers must ensure that no posters, stickers, pictures, ornaments, toiletries or the like are displayed on windows or window cills. Views from the outside must be acceptable to the trustees in their sole discretion. Should the owner or occupier contravene the above, a fine may be imposed.

6. **SIGNS AND NOTICES**

- 6.1 No owner or occupier of a residential section or commercial section shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the Trustees first having been obtained.
- 6.2 The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and expense of the owner, who shall have no recourse against the Body Corporate or its trustees, employees or contractors for any damage resulting therefrom.
- 6.3 An estate agent sign may only be erected on the show day to clearly demarcate the unit being sold.

CONDUCT RULES

7. LITTERING

Subject to Conduct Rule 2, 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, food scraps or any other litter whatsoever. In particular, an owner or occupier of a section may not throw any material or object out of windows or over balcony walls.

8. LAUNDRY

No owner or occupier of a section shall erect his own washing lines or place or hang any washing or laundry or any other items on any part of the buildings or on the common property where it is visible from outside the buildings or from any other section. No owner or occupier of a section shall place or hang any washing or laundry on any balcony, stoep or railings. The hanging of washing and laundry on/through windows and doors is also not permitted. Should the owner or occupier contravene the above, a fine may be imposed.

Should laundry dry-yards be made available trustees reserve the right to issue directives/ rules regarding the using of this facility.

9. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

9.1 An owner or occupier of a residential section shall not store any material or do or permit or allow to be done any other dangerous act in the buildings or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy or which would render void any insurance affected over the property.

9.2 Subject to sub-rule 9.3, 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.

9.3 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.

10. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

10.1 All lessees of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in or the absence of provisions in any lease or any grant of rights of occupancy. An owner is responsible to ensure compliance to the Conduct Rules by his lessee or the occupier of his section.

CONDUCT RULES

- 10.2 An owner shall notify the trustees or the managing agents forthwith in writing of any change of ownership in or occupation of his section or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner and of any mortgage of or other dealing in connection with his section.
- 10.3 No person may reside in a section, exclusive use area or other part of the common property other than in a section intended for residential purposes.
- 10.4 All units are two bedroom units. No owner shall permit the number of occupiers of his section to exceed four (4) persons. The word "occupiers" shall include but shall not be limited to any person who resides or stays in such section on a regular or occasional basis irrespective of whether such person is related to or is financially dependent upon the owner or whether such person pays rental or gives any other form of consideration in respect of such section or any portion thereof.
- 10.5 The trustees shall have the power, in their absolute discretion, to take steps to protect the interest of the Body Corporate and to impose fines and take any necessary steps against the relevant owner or the tenant or occupant, as the case may be.
- 10.6 An owner shall notify the managing agents of any change of residential address, postal address, email address, telephone number. It is the owner's responsibility to ensure that the levy statement is being received at the correct address.

PARKING BAYS AND TRUCKS

Owners/ residents with allocated parking bays must park their vehicles on these parking bays. All other visitors parking bays will be for visitors/ contractors/ service providers and not for the parking of owners/ residents.

No trucks exceeding 3 tons will be allowed into the complex apart from the developer during the construction process. This includes delivery trucks/ removal trucks/ furniture trucks ect.

11. TELEVISION ANTENNAS AND SATELLITE DISHES

- 11.1 No owner or occupant will attach any satellite dish or television antenna to the building or to the relevant unit in such a way as to be visible from outside without the prior written consent of the Trustees.
- 11.2 The Trustees shall have the power to arrange for the summary removal of any satellite dish or television antennas erected contrary to these Rules and to impose fines or take steps necessary in terms of these Rules.
- 11.3 It is recorded that the existing satellite dishes and television antennas are common property and that repairs to them or maintenance are to be

CONDUCT RULES

arranged through the Managing Agents and not by the owners or occupiers themselves. Owners or occupiers who arrange repairs or maintenance contrary to these Rules will be personally liable for damages suffered by the Body Corporate as a result of such actions.

- 11.4 The connection of units to the main supply of fiber and television, is for the owner to arrange through the preferred service provider of the developer. No other service provider may be used. The expense for connecting up, is also for the owners' account.

12. ERADICATION OF PESTS AND HEALTH REGULATIONS

12.1 An owner shall keep his section free of rats, mice, cockroaches and other pests and to this end shall permit the trustees and their duly authorized agents or employees to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section, which may be damaged by any such pests, shall be borne by the owner of the section concerned.

12.2 It is the responsibility of each owner to ensure that activities inside his section or on the common property comply with all municipal health regulations and that no danger or risk be created or allowed to the health, safety or property of other occupiers or their personnel or other persons legitimately present on the premises.

13. NOISE, NUISANCE OR DISTURBANCE

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

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

13.3 The owner or occupier of a section shall take reasonable steps to ensure that the owner or occupier's contractors, employees, guests and 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.

13.4 An owner or occupier of a section may not at any time create an excessive noise on the premises. Silent hours between 23h00 to 07h00 from Monday to Sunday, must be maintained. All normal Municipal by-laws also apply within the complex.

CONDUCT RULES

- 13.5 All television, radio and other appliances emitting sound, including musical instruments, must be kept at audio levels, which may not be heard by other owners or occupiers in other sections.
- 13.6 No explosives, crackers, fireworks or item of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
- 13.7 No firearms may be discharged in a section or any part of the common property.
- 13.8 Ball and any other games are only allowed in designated and demarcated common/ communal property. This will be for soft ball games only. No hard ball games will be permitted. The trustees reserve the right to remove this right to ball games should this become a nuisance or danger to fellow residents. This decision will be non-negotiable and in the sole discretion of the trustees. Playing between cars by owners/ tenants/ visitors/ children, is prohibited.
- 13.9 No stones or solid objects may be thrown or propelled on the common property.
- 13.10 No owner or occupier of a section may permit anything to be done in his section, exclusive use area or on the common property, which constitutes a nuisance or any unreasonable invasion of the privacy of the other occupiers of the buildings, or permit or cause any disturbance or allow any visitors or children to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of another occupier.

14. COMMUNAL GARDENS AND EXCLUDING EXCLUSIVE USE GARDENS

- 14.1 No owner or occupier of a section may without the prior written consent of the trustees interfere with the garden layout and/or damage, remove or plant any plants, creepers, shrubs, trees, grass or flowers on the common property or the communal garden area. No extra plants/ trees/ scrubs may be planted.
- 14.2 It is further recorded that owners of units with exclusive use back gardens, **(As marked in attached annexure B)** are responsible themselves for all garden and lawn maintenance.
- 14.3 It is recorded that no deviation from the original approved landscape plan and vegetation will be allowed for owners/ occupiers of exclusive use gardens. Watering and irrigation of these gardens will also be regulated by the body corporate.

15. BRAAIS

Only gas or electrical braai devices will be allowed on patios or stoeps. No open fires will be allowed. When not in use, residents are to ensure that braai devices are

CONDUCT RULES

adequately covered with a suitable covering. These covers should be neat, clean and aesthetically pleasing, and this is in the sole discretion of the trustees.

16. SECURITY, SAFETY AND RISK

16.1 An owner or occupier of a section must at all times ensure that the security and safety of all owners, occupiers and their property are preserved and in particular must ensure that:-

- a) upon entering or leaving the premises, all security gates or doors are properly closed;
- b) such gates or doors are never opened for unknown or unidentified or uninvited persons;
- c) security gate keys, access controls and access codes to permit access to common property are handled responsibly;
- d) instances of lost security gate keys or access controls are immediately reported to the trustees and the replacement or the issue of additional security gate keys and access controls must only be administered via the trustees;
- e) they comply with the directives issued from time to time by the trustees pertaining to this Rule;
- f) ensure that their guests, visitors or employees comply with the security measures imposed by the Trustees.
- g) No tampering with any security equipment/ street and other lights/ electrical equipment in the complex, will be allowed. Owners take full responsibility for their own and the actions of their tenants and visitors.
- h) Children: Owners/occupiers shall, at all times be responsible to supervise the behaviour of their children and shall be personally liable for any damages to common property or the property of other owners as a result of the conduct of such children. When children are also in breach of any of the rules, owners will be fined.

16.2 An owner or occupier of a section shall be liable for any damages or loss incurred by reason of his negligence with his security keys, access control or access code.

16.3 All persons on the premises or using any of the Body Corporate's 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, not for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate shall not be liable for any

CONDUCT RULES

injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the common property, its amenities or in the individual 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.

16.4 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.

17. EMPLOYEES

17.1 Owners and occupiers may not request employees of the Body Corporate to perform any tasks for them during their working hours.

17.2 Owners and occupiers shall not interfere with employees of the Body Corporate in the exercise of their duties. It will be the responsibility of the Trustees to designate tasks to the Body Corporate employees.

17.3 The common property and all facilities, if any, shall be used by employees of owners or occupiers in such a manner and at such times as may be prescribed by the trustees from time to time.

17.4 The owner or occupier shall be responsible for the conduct of his employees and for any person visiting such employees.

17.5 An owner or occupier shall ensure that his employees comply with the Rules.

18. COMPLAINTS

All complaints must be in writing submitted to the Managing Agents. This includes any disputes in an owner's levy account.

19. IMPOSITION OF PENALTIES

The breach of Conduct Rules can lead to fines imposed on such owners. The trustees have the right to decide on the amounts of such fines. They may delegate this power to the managing agents. Transgression of rules by tenants/ visitors, can also lead to penalty fines imposed against the owner of such unit. Owners take full responsibility for the actions of their tenants and visitors.

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

20. INSURANCE

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

CONDUCT RULES

GEYSERS (IF APPLICABLE)

The maintenance/ repairs/ upkeep and replacement of geysers are the responsibility of each owner. Owners also have to pay the excess on insurance policy. Owners must ensure consent is provided by the trustees prior to the replacement of the geyser. The replacement must be in accordance with the specifications provided by the trustees. The specific plumber and contractor to be used for the maintenance and installation of a geyser may be stipulated by the trustees to ensure compliance with the communal Solar Hot Water system requirements, for the sections and for each block.

SOLAR HOT WATER HEATING SYSTEM/ HEAT PUMPS (IF APPLICABLE)

No owner/ resident may tamper with any heat pump or Solar Hot Water Heating System. This includes (but are not limited to) tampering to all components, such as the solar panels. (Any defects/ breakages/ mal-functions must be reported to the office of the managing agents immediately. Anybody found tampering with any heat pump or components of the solar hot water heating system, will be totally responsible for the cost of any damages incurred.

21. **ALLOCATION OF PARKING BAYS**

21.1 In terms of Sections 10(7) and (8) of the Sectional Titles Schemes Management Act No 8 of 2011, the Body Corporate has conferred rights to exclusive use of parts of the common property upon members of the Body Corporate, being the registered owners of units in the scheme (Owners). The developer further has the right to allocate parking bays to owners.

21.2 The areas referred to in (21.1) above are to be used as parking bays and for no other purpose.

21.3 These parking bays are depicted and **marked as annexure "A"**, and may not be changed.

22. **DOMICILIUM CITANDI ET EXECUTANDI**

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

23. **BINDING NATURE**

23.1 The provisions of these rules and the duties of the owner in relation to the use and occupation of a section and common property shall be binding on the owner of that section and / or any lessee or other

CONDUCT RULES

occupant, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of their families and the owner shall be liable for the costs of the repairing any damage to the common property.

- 23.2 The trustee's decision regarding any matter with regards to these Rules shall be binding.
- 23.3 Owners take full responsibility for the actions of their tenants / visitors. Any fines imposed for the actions of owners, tenants or visitors will be for the owner's account. No communication will be done between the Body Corporate, the trustees and the managing agent towards tenants/visitors but only via owners.

2nd draft of Conduct Rules: 11 July 2020

