

# **DRAFT CONDUCT RULES OF THE CONRADIE BETTER LIVING MODEL EXEMPLAR PROJECT**

## **INTRODUCTION**

1. These Conduct Rules shall be read in conjunction with the Constitution of the Conradie Better Living Model Property Owners Association. In the event of any conflicting provisions in these Conduct Rules and the Constitution, the Constitution shall take precedence.
2. These Conduct Rules may, in accordance with the STSMA and subject to the approval of the Chief Ombud, only be substituted, added to, amended or repealed by a special resolution of the Body Corporate.

## **SCOPE AND APPLICATION**

1. The provisions of these Conduct Rules, the Management rules, the provisions of the Act and the Constitution and the duties of an Owner in relation to the use and occupation of his Unit and the Communal Property shall be binding on the Owner, his family members, visitors, employees and contractors and the lessee or occupier of his Unit, and his family members, visitors, employees and contractors.
2. It shall be the duty of the Owner to ensure compliance with these Conduct Rules, the Management rules, the provisions of the Act and the Constitution by the Occupiers of his Unit, and by the guests of the Owner or the Occupier.
3. Owners and Occupiers shall at all times abide by the Constitution and these Conduct Rules, failing which penalties may be imposed by the Conradie Better Living Model Property Owners Association and/or the Body Corporate.
4. Should an owner or occupier wish to bring any matter to the attention of the Trustees, a written request should be handed to the managing agents.

## **INTERPRETATION**

1. The clause headings are for convenient reference and shall be disregarded in the interpretation of 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 THE \_\_\_\_\_ 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 assigned to it in the said Management Rules, the Management Rules shall prevail.
6. 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.

#### **DIRECTIVES**

The Trustees may from time to time issue directives in terms of these Conduct Rules to disclose further information with reference to these Conduct Rules and the practical application of the rules. The directives may contain conditions imposed by the Trustees in terms of these Conduct Rules, application forms prescribed by the Trustees in respect of these Conduct Rules, amounts of penalties determined by the Trustees in terms of these Rules and any other information which the Trustees want to disclose to the Owners and Occupiers with reference to these Conduct Rules.

#### **CONRADIE BETTER LIVING MODEL PROPERTY OWNERS ASSOCIATION**

The owners of the sections hereby confirm the following:

1. The body corporate will be a member of CONRADIE BETTER LIVING MODEL PROPERTY OWNERS ASSOCIATION, to whom levies will be payable by the body corporate.
2. No Section shall be alienated without the prior written consent of the body corporate and CONRADIE BETTER LIVING MODEL PROPERTY OWNERS ASSOCIATION
3. All owners and occupiers shall be bound by and shall ensure that they do not contravene the Constitution of CONRADIE BETTER LIVING MODEL PROPERTY OWNERS ASSOCIATION\_insofar as they relate to the conduct of owners of Units and/or their tenants/occupiers, family, visitors and staff. All rules of CONRADIE BETTER LIVING MODEL PROPERTY OWNERS ASSOCIATION\_will be applicable to all owners and occupiers of THE \_\_\_\_\_ BODY CORPORATE.

**WRITTEN CONSENT OF THE TRUSTEES**

1. Whenever written consent of the Trustees is required in terms of these Conduct Rules, an application for such consent must be made in writing and the applicant must furnish the Trustees with all the information, details and documentation as may be required in order for them to make their decision. The written consent of the Trustees in terms of these Conduct Rules or the withdrawal thereof shall be in such format as the Trustees shall from time to time determine.
2. The Trustees may attach reasonable conditions to their consent. The Trustees may summarily withdraw their consent in the event of non-compliance with any of their conditions. When withdrawing their consent, the Trustees shall notify the Owner or Occupier in writing and provide reasons for their decision.

**NUMBER OF PEOPLE PER SECTION**

No Owner or Occupier shall accommodate or allow accommodation of more than (2) two persons per bedroom in any section within the Estate. No Communal Property or Exclusive Use Area may be used for accommodation purposes.

**THE KEEPING OF ANIMALS AND PETS**

1. Domestic animals posing no danger may be kept as pets and shall be limited to 2 animals per Section. The Association reserves the right to prohibit, restrict or control the keeping of any animal which the Trustees may regard as dangerous or a nuisance.
2. All cats and dogs shall be spayed or neutered as the case may be and a certificate from a practicing vet shall be provided to the Trustees as proof thereof.
3. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner.
4. No large breed dogs shall be permitted, and no dog shall exceed 40 cm's in height when fully-grown, measured from the floor to the shoulder of the dog.
5. No rodents, reptiles, livestock, aviaries, pigeons or poultry may be kept as pets in the Estate.
6. Pets are not permitted in the EKC or any pond on the Estate
7. No slaughtering of any animal or the curing or hanging up to dry of any meat, fish, skin or carcass or any part thereof shall be permitted.
8. Pets shall not roam the Estate and must be restricted to the Owner or Occupiers private property. The exception to this is that dogs are allowed on communal property on a leash and are allowed to roam free in the designated dog park, subject to the said park's rules.
9. The pet Owner or handler must immediately remove all pet waste.

10. The Association shall have the right to act against any person who fails to prevent persistent barking or pets creating a nuisance. Persistent complaints shall result in the permanent removal of the pets from the Estate.
11. No pets shall be left unattended inside a Section for an extended period of more than 12 hours.
12. An owner or occupier shall be liable for any damage or injury caused by his pet to any person or part of the communal property, exclusive use area or a section or to any items, plants or structures thereon. If any dog digs a hole on the communal property or otherwise damages common areas, the pet owner shall be required to repair the said damage, failure to do so within a reasonable time shall result in a fine and the Association shall attend to the necessary repair, the cost thereof shall be for the Owners account.
13. Visitors or guests are not allowed to bring any animals, reptile or bird onto the Estate, a Section or the Communal Property.
14. The Local Authority by-laws relating to pets shall be strictly adhered to and enforced. Any animal found to be tortured, under nourished or abused shall be immediately removed and the Owner reported to the relevant authority.

#### **CONRADIE BETTER LIVING MODEL EXEMPLAR PROJECT DOG PARK**

1. All Owners, occupiers and/or guests acknowledge that the dog park is used at their own risk
2. Owners are legally responsible for the behaviour of their dog(s) at all times
3. Aggressive dogs must be removed immediately
4. No excessive barking is allowed
5. All dogs must be leashed when entering and exiting the dog park
6. Waste must be immediately be cleaned up by the owner or handler
7. No brushing or grooming is allowed in the dog park
8. The handler must be in the dog park, in visible contact, supervising the dog(s) with a leash available
9. Each handler may have no more than 3 (three) dogs at one time in this area
10. Handlers must be at least 16 years old
11. Children under 13 must be accompanied by an adult
12. Operating hours are 8am – 8pm
13. The following is prohibited within the dog park:
  1. Food
  2. Alcohol

3. Glass containers
4. Smoking
5. Excessive roughness
6. Digging
7. Dogs in heat
8. Puppies under 4 months old.

### **ERADICATION OF PESTS**

Owners shall keep their section free of white ants, borer and other wood destroying insects and to this end shall permit the managing agents, and their duly authorised agents or employees, to enter their section from time to time for the purpose of inspecting the section and taking such actions as may be reasonably necessary to eradicate any such pests. The cost of the inspection, eradication of any such pests as may be from within the section, and replacement of any woodwork or other material forming part of such section which may have been damaged by any such pests shall be borne by the Owner of the section concerned.

### **TRAFFIC CONTROL / USE OF STREETS**

1. The users of the roads within the Estate are to abide by the National Road Traffic Act No. 93 of 1996. The Association may in their sole and unfettered discretion from time to time report any breach of the said Act to the Local Authority for prosecution
2. The movement and control of traffic and pedestrians are subject to the Governing Rules and these M & C Rules and such further directives of the Association
3. No person shall drive any vehicle on any road within the Estate in excess of 40 km/h, or in such manner as to constitute a danger or nuisance to any other person or property.
4. No person shall operate a vehicle at any place within the Estate unless he/she is the holder of a valid drivers licence issued under the provisions of the Road Traffic Act No. 29 of 1989 (as amended)
5. The Association, in its sole discretion, may impose a speed limit lower than that referred to above upon such roads or portions thereof as it deems fit, either temporarily or permanently, or introduce any traffic calming measures, including but not limited to speed bumps and pedestrian crossings.
6. The use of quad bikes, scramblers, motorized scooters or any vehicle with noisy exhaust systems and/or unroadworthy vehicles is prohibited within the Estate.
7. Owners and Occupiers shall not use their Motor Vehicles in such a manner which causes a nuisance to other Owners or Occupiers. In particular, motor vehicle radios may not be heard outside Motor Vehicle and the hooters may not be sounded on

the Communal Property, except in the event of an immediate imminent danger or in an emergency. Motor Vehicles may not be driven on the Communal Property with the head lights on bright.

8. No person shall drive any vehicle at any place except upon the tarred and bricked paved portions described as common roads and upon any parking bay within the Estate.
9. No person shall drive any vehicle at any place within the Estate while under the influence of alcohol or drugs which may impede his/her ability to control such vehicle.
10. The Association may by means of appropriate signage, give or amend such directions as to the use of the common roads or any portion thereof, as it in its discretion deems fit. Failure by any person to obey the same shall constitute a breach of these M & C Rules.
11. Right of way shall at all times be given to pedestrians, cyclists, skate boarders, roller bladers, domestic animals and wildlife.

#### **PARKING**

1. The owner of any Section or Retail Section within the Estate shall not permit any commercial type vehicle, caravan, truck, boat, horse box, trailer or any derelict vehicle to be parked in the estate unless approved by the Association and adequately screened from public view. The Association may authorise the removal or towing of such vehicle, at the risk and expense of the Owner of the vehicle, any vehicle parked or abandoned on the communal property without the required consent.
2. A parking Bay may only be used for the purpose of parking a Motor Vehicle, and no other object may be placed or stored on a parking bay.
3. Owners or occupiers shall not park or cause or allow to be parked any vehicle so as to interfere with the free flow of traffic or access to and from any section or part of the communal property.
4. Owners and occupiers of Sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or break fluid onto the communal property or in any other way deface the communal property.
5. No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the communal property, an exclusive use area or in a section.
6. No owner, occupier or their guests or visitors shall not be allowed to reside or sleep in a vehicle, or on any part of the communal property or exclusive use area;
7. No owner or occupier shall park or stand upon the communal property, or permit or allow any vehicle to be parked or stood upon the communal property, which vehicle exceeds 3 tons in gross mass.
8. Visitors are not allowed to park on the communal property except in designated visitor parking bays.

9. Guests or visitors of Owners or Occupiers and Contractors, employees or Invitees of the Body Corporate may temporarily park their vehicles on the visitors' parking bays, if available on the Communal Property, subject to the conditions imposed from time to time by the Trustees. No Owners or Occupiers shall park their vehicles on a visitors' parking bays without the written consent of the Trustees.
10. No owner or occupier shall lease a parking bay other than to an owner or lawful occupier of a section.
11. Owners and occupiers of a section may only wash their vehicles in the area designated for this by the trustees from time to time.
12. 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.

#### **ADVERTISING**

1. No Owner or Occupier shall place any sign, notice, billboard or advertisement whatsoever on any part of the Communal Property or a Section, including on balconies, terraces, yards or gardens, so as to be visible from outside the Section without the written consent of the Trustees and the Directors of the Conradie Better Living Model Property Owners Association.

#### **COMMERCIAL ACTIVITIES**

An Owner or Occupier shall not use or permit his Section to be used for any other purpose than as a residence, and in particular no Section may not be used for the purposes of conducting any business without the prior written consent of the Trustees and the Directors of the Association.

#### **LITTERING**

1. Littering in communal areas is strictly prohibited and fines shall be imposed for any offenders
2. Owners and occupiers are requested to ensure that their properties are kept litter free at all times. The Association reserves the right to remove litter on private property which is considered to be an eyesore or health hazard and which the Owner has not removed despite request from the Association or the Managing Agent to do so. The cost of this action will be for the account of the property owner.

#### **LAUNDRY**

An owner or occupier of a Section shall not erect his own washing lines, nor hang any washing or laundry or any other items in or on windows, balconies, patios yards, terraces or

stoeps, or on any part of the building or the communal property so as to be visible from outside the buildings or from any other Section.

### **FIRES AND BRAAING**

1. Open fires are not permitted anywhere within the estate.
2. Save for sections where braais have been installed, Owners shall only be permitted to enjoy non-smoke emitting braais. Only gas or electrical braai devices will be allowed on balconies, gardens or patios.
3. No braai devices may be stored on any part of the communal areas.

### **FISHING IN PONDS**

1. Fishing may not take place in any form within the EKC or in any pond on the Estate.
2. The illegal introduction of any fish to the EKC or any pond on the Estate will result in a fine of R20 000-00.

### **FIREWORKS**

Fireworks are strictly prohibited within the Estate

### **FIREARMS/WEAPONS**

1. No person shall discharge or harbour any firearm, air rifle, crossbow or similar weapon or device within the Estate as defined in the Arms and Ammunition Act No. 75 of 1969 or any dangerous weapon of the Dangerous Weapons Act No. 71 of 1988 other than in self-defence. Hunting, disturbance, harming and trapping of any wild or domestic animal in any manner are strictly prohibited.
2. Owners, occupiers and their visitors and guests acknowledge that unlicensed firearms pose a serious risk to the safety and security of the other owners, occupiers and guests of the estate. In order to combat this all owners, occupiers, guests and visitors acknowledge that anyone in possession of a firearm shall submit a copy of their firearm licence to the Body Corporate and the Association. Anyone who fails to adhere to this rule shall be guilty of a serious offense and shall be reported to SAPS and liable for severe sanctions.

### **BASKETBALL / NETBALL NETS**

No owner or occupier shall erect a basketball or netball net on any communal property without the written consent of the Trustees and the Directors of the Conradie Better Living Model Property Owners Association.



**BALCONIES**

1. No washing lines and similar devices shall be visible from the communal property and/ or neighbouring Sections or Retail Sections.
2. The use of shade cloth and/or netting is strictly prohibited.
3. No balcony shall be enclosed in any way whatsoever.
4. Balconies shall not be used as a storage facility and shall be kept neat and tidy state at all times.

**GARDENING**

1. Owners, occupiers guest and visitors shall not plant or pick, alter or remove, destroy or damage, any plant or flower, tree or shrub, on or in the Communal Property without the written consent of the Trustees.
2. Owners of a garden area (if applicable) shall maintain and keep their garden area neat and tidy at all times.
3. Owners or occupiers shall not cause or allow garden tools or any other equipment to be kept in any place where it will be visible from any other Section or any portion of the Communal Property.

**SWIMMING**

Swimming or wadding is not permitted in the EKC or any pond under any circumstances.

**AIR-CONDITIONING**

1. No air-conditioning, air purifier, heater or any similar device of a permeant nature, shall be installed without prior written consent of the trustees.
2. Such unit shall not be visible from any communal area or other Section.

**TELEVISION ANTENNAS AND SATELLITE DISHES**

1. No owner or occupant will attach any satellite dish or television antenna to the building or to a Section in such a way as to be visible from outside without the prior written consent of the Trustees.
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.
3. It is recorded that the existing satellite dishes and television antennas are common property and that repairs to them or maintenance are to be arranged through the Managing Agents and not by 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.

### **WORKING HOURS AND QUIET HOURS**

1. All Owners and Occupiers shall ensure that their respective activities in and use of the Communal Property and of their section or any part thereof or other section or Communal Property with any services, facilities and amenities available shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration of the remaining occupants of the buildings and in accordance with these rules, and of the provisions of the STSMA. This rule shall likewise apply to the visitors and/or guests and servants of Owners or occupiers while they are in the buildings and/or Communal Property.
2. Owners and occupiers shall not cause or permit any disorderly conduct of any nature upon their section or any other section or on any part of the Communal Property or do or permit any act which shall constitute or cause a nuisance or disturbance or any inconvenience to any other Owner or occupier of the Estate in quiet enjoyment of their own premises or which is likely to or in any way tends to affect detrimentally the benefit, enjoyment, rights of occupation or the interest of any other Owner or occupier.
3. The use of radio, television sets, recording equipment, sound equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.
4. All complaints with regard to the behaviour of any occupant, visitor, guest or staff shall be directed by the Managing Agent to the Owner of that section. Any penalties incurred shall be the responsibility of the Owner of that section.

5. Any work performed anywhere within the Estate shall be restricted to the following hours:

Monday – Friday	08h00 – 17h30
Saturday	08h00- 12h30
Sunday	No work is permitted
Public Holidays	No work is permitted

6. Every resident within the Estate must observe the “quiet hours”: curfew as follows:

Monday – Friday	22h00 – 06h30 the following day
Saturday	23h00 – 07h30 the Sunday morning
Sunday	20h00 – 06h30 the Monday morning
Public Holidays	23h00 – 06h30 the following day, unless a Sunday 07h30

**REFUSE DISPOSAL**

1. An Owner or Occupier shall:
  - (a) Not place any refuse outside the door of a section or any other area of the Communal Property except such areas designated for refuse.
  - (b) maintain in a hygienic and dry condition, a refuse bin within his Section or on such part of the Communal Property as may be authorized by the Trustees in writing;
  - (c) for the purpose of having refuse removed, place his refuse bags in the refuse bins in the refuse area as may be directed by the Trustees;
  - (d) ensure that refuse is securely wrapped in suitable, strong refuse bags and, in the case of tins or other containers, ensure that they are completely drained before being deposited into a refuse bin in the refuse area; and
  - (e) Not dispose any refuse that the Municipality will not remove,
  - (f) support any recycling initiative that may be introduced by the Trustees, by placing all recyclable refuse in the containers that may be provided for this purpose.
  - (g) Owners shall when the refuse has been collected, promptly return his refuse bin to his section or other area referred to in paragraph 1 (b) above.

**RETAIL AND COMMERCIAL SECTIONS**

1. Owners and occupiers of retail and commercial sections shall at all times in the use of their section, exclusive use area or the communal areas, be considerate of all other owners, occupiers, guests or visitors in the building and shall keep noise, including appliances emitting sound, and musical instruments/noises to reasonable levels during normal trading hours, and not allow anything to be done in their section, exclusive use area or on communal property, which constitutes an unreasonable nuisance or invasion of the privacy of the other owners, occupiers guests or visitors of the building.
2. Owners and occupiers of retail and commercial sections may not permit or cause any disturbance or disorderly conduct of whatever nature which in the opinion of the trustees would constitute a nuisance, inconvenience or an invasion of the rights of any other owners, occupier's guests or visitors.
3. Owners and occupiers of retail and commercial sections may not use any part of any communal area or public open space as their exclusive use and/or as an extension of their trade without written consent of the Trustees and the Directors of the Association.
4. Notwithstanding rules applicable to retail and commercial sections, the owners and occupiers of sections other than retail and commercial sections are aware of the nature of the business conducted in the retail and commercial sections and of the extent of their normal trading hours.

**DAMAGE, ALTERATIONS, RENOVATIONS OR ADDITIONS TO THE COMMUNAL PROPERTY.**

1. 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 communal property without first obtaining the written consent of the trustees, which consent may be subject to conditions as the trustees may impose. Without derogating from the generality of the foregoing, the installation of satellites, television aerials, air conditioners and the like shall be dealt with under this conduct rule.
2. An owner may not make structural alterations to his section, without the prior written consent of the trustees and the Directors of the Association and then subject to conditions as the Association and/or trustees may impose. Examples of refurbishments that require approval include: replacing balustrades, installing/replacing burglar bars and gates, replacing external doors.
3. Only the legal owner, or their authorised representative, may apply for approval for any alterations or renovations.
4. To obtain the written consent of the trustees, the owner shall –
  - 4.1 Submit an application to the Trustees via the managing agents, with sufficient detail and drawings of the proposed renovations.
  - 4.2 The owner should provide the Trustees with the date of commencement of the work and the period for which it is likely to continue
5. Notwithstanding the above sub-rules an owner or person authorised by him, may install:
  - 5.1 Any locking device, safety gate burglar bars or other safety device for the protection of his section; or  
provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.
6. An owner or occupier shall not commence with any renovations / alterations until approval has been conveyed by the Managing agent to the owner in writing.
7. The owner accepts responsibility for any damage caused by him or his contractor to communal property and to the other units in the scheme and indemnifies the body corporate and other owners against such damage
8. An owner shall instruct his contractors to clean the communal property each afternoon before leaving the site. No rubble shall be left overnight on the communal property.
9. An owner or occupier shall appoint a suitably qualified person to repair or alter electric wiring and plumbing in a section and such work shall comply with the standards and by-laws of the local authority. These works shall not impact on the communal property.
10. All contractors shall observe the working hours set out herein

### **STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

1. An Owners or occupiers shall not store, leave or allow to be stored or left any article or thing in any part of the Communal Property except with the written consent of the Trustees and the Directors of the Association first having been had and obtained.
2. 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 Communal Property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy or which may tend to vitiate any such insurance policy or which may result in the incurring of any expenditure by the Body Corporate or other Owner, which is attributable to their act or default.
3. An Owner or occupier 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 Communal Property by penetration of water through the walls or floors of their sections.

### **LETTING OF UNITS**

1. An Owner may let or part with occupation of his section provided that no such letting and/or parting with occupation shall in any way release the Owner from any of their obligations to the Body Corporate in terms of these rules, the Constitution of the Association or the STSMA.
2. Owners may let or part with occupation of their section provided that as a condition precedent to any such letting and or parting with occupation, the Owner shall obtain and execute the lease agreement on the template provided by the attorney, which shall be provided to the parties free of charge. The prospective tenant or occupier shall sign a copy of Constitution and the M & C Rules and confirm in writing that he has read and understood the said Constitution and the M & C Rules and acknowledges that he is bound thereby.
3. Once signed the lease agreement shall be submitted to the attorney to ensure compliance with provisions of the Sectional Titles Schemes Management Act 8 of 2011
4. The Owner shall furthermore secure from the lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the Body Corporate, that such lessee or person shall duly observe all these regulations and conditions as are contained in these rules and in the STSMA and CSOSA. Such undertaking shall be in a form as the Trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such lessee or person being given occupation of the unit.

### **SECURITY-CONSCIOUS BEHAVIOUR/ACCESS CONTROL**

The right of admission to the premises is reserved.

Owners are responsible for the conduct of their visitors; tenants; domestic workers and generally anyone who visits the premises at the owner's invitation, and it means that everyone is required to adhere to the security protocol and owners are required to ensure that their guests are familiar with this and will be held completely responsible for any breach by any of their invitees:

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

1. Ensure that upon entering or leaving the premises all security doors and gates are properly closed;
2. Ensure that such doors and gates are never opened for unknown or uninvited persons;
3. Ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the Trustees from time to time.
4. Owners and occupiers are primarily responsible for their own safety and security, and the security of their Section.
5. Any violation of the above rules will result in the fining system being implemented with a ZERO TOLERANCE attitude by the trustees.
6. The following (or similar) persons are not allowed on the premises unless special permission is granted by the Trustees: hawkers, beggars, vagrants, job seekers (without appointment), flyer distributors and cold-calling salesmen.

#### **SECURITY PERSONNEL**

The security personnel will receive their instructions only from the managing agent, Trustees or Directors of the Association and no other person may give instructions to the security personnel. No person shall display rude or aggressive behaviour to the security personnel.

#### **INSURANCE**

The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the Owner in question.

#### **SERVITUDES**

All owners acknowledge that the scheme, buildings and/or sections may be subject or entitled to certain servitudes and the owners hereby accept all conditions, rules and servitudes benefiting or burdening the scheme, buildings and/or any section within the scheme whatsoever. It is specifically recorded that the scheme, buildings and/or sections are subject to the right of the developer to register further servitudes (whether to benefit or burden the unit) within the scheme as and when so required by the developer, Body Corporate, Association or any other appropriate authority. All owners hereby consent to the registration of any of these servitudes.

**DOMICILIUM CITANDI ET EXECUTANDI**

The domicilium citandi et executandi of each owner shall be the address of the section registered in his name, provided that such owner shall be entitled from time to time 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.