

**CIRCA LYNNWOOD**

**CONDUCT RULES**

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# CONDUCT RULES

## INTRODUCTION

### A. APPLICABILITY

- (1) These Conduct Rules shall be effective from the date of registration of the scheme known as CIRCA LYNNWOOD at the Pretoria Registrar of Deeds.
- (2) The CIRCA LYNNWOOD BODY CORPORATE (hereinafter referred to as "CLBC"), once in existence, may substitute, amend, repeal or add to these Conduct Rules subject to and in accordance with the provisions of Section 10 of the Sectional Titles Schemes Management Act No. 8 of 2011.
- (3) These Conduct Rules and the provisions of Section 13 of the Sectional Titles Schemes Management Act No. 8 of 2011 shall be binding on all Owners of Units and Residents of Sections, including employees, visitors and any family members and it shall be the duty and responsibility of each and every Owner of a Unit to take all reasonable steps to ensure compliance with these Conduct Rules in force by any resident of his / her Section, including employees, visitors and any family members, including the duties of Owners in relation to the use and occupation of Units and Common Property.
- (4) The CLBC's responsibilities and powers are carried out by the Trustee Board, in terms of the Sectional Titles Act read with the Sectional Title Schemes Management Act, to enforce or apply these Conduct Rules and may not make any exceptions or change any of these Conduct Rules without the approval of the Owners in a special general meeting and after registration of those changes with the Chief Ombud.
- (5) These Conduct Rules must be reasonable and apply equally to all Owners of Units.
- (6) No indulgence or relaxation in respect of these Conduct Rules shall constitute a waiver or consent or prevent their enforcement by the Trustee Board at any time.

### B. PURPOSE

- (1) The purpose of these Conduct Rules are:
  - (a) to promote peaceful and harmonious relations between Residents based on common courtesy and respect for their rights;
  - (b) to regulate the use of Common Property and amenities;
  - (c) the preservation of high standards of occupation for the mutual benefit of all Residents;
  - (d) to prevent any behaviour that will harm the community or life-standards of Residents;
  - (e) to ensure that good standards of the appearance of buildings, structures and gardens are maintained.

- (2) It must be each Resident's declared intent to live as harmoniously as possible with all other Residents and to respect each other's rights of privacy and undisturbed use of their Section. Common courtesy and consideration for others must be the basis for all aspects of behaviour.
- (3) It is the responsibility and duty of Residents to ensure that they, their families, visitors and employees are familiar with and abide by these Conduct Rules.
- (4) CIRCA LYNNWOOD is intended to operate as a thriving living space for all its Residents and to operate as a Long- and Short- stay destination, whilst providing certain facilities to Residents of Sections and providing for a limited number of Commercial Units that will be allowed to operate the businesses for which the Commercial Units were created.

### C. DEFINITIONS

In the interpretation of these Conduct Rules, unless it appears otherwise out of the context:

- (1) **"Body Corporate"** means the collective name given to all registered Owners of Units in the scheme.
- (2) **"Chief Ombud"** means the chief ombud defined in Section 1 of the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011).
- (3) **"Common Property"** means all lawns, buildings, facilities and grounds on the outside of all Sections that also includes exclusive use areas.
- (4) **"Complex"** includes the buildings known as CIRCA LYNNWOOD which comprises all the Sections, the Common Property inclusive of exclusive use areas.
- (5) **"Contractor"** means any artisan, builder, electrician, plumber or other person employed by a Resident or the Body Corporate and includes sub-contractors.
- (6) **"Council"** means the Tshwane Local Municipality and its successors in title.
- (7) **"CSOSA"** means the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011).
- (8) **"Owner"** means the person in whose name the Unit is registered at the deeds registry in terms of the Sectional Titles Act, 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.
- (9) **"Penalties"** means the fines to be imposed by the Trustee Board as contemplated in Rule 20.
- (10) **"POPI"** means the Protection of Personal Information Act, 2013.
- (11) **"Resident"** used in these Conduct Rules shall include:
  - (a) the Owner of any Section, whether residing in the Complex, or not.
  - (b) all occupants of the Section, whether permanent or temporary, and any lessee or representative of the Owner.

- (12) **“Section”** means any Section as shown on the Sectional Title Plan for the Complex, as more fully provided for in the Sectional Titles Act.
- (13) **“Security”** means the security firm appointed by the CLBC and their security personnel.
- (14) **“Short-Stay Eligible Sections”** means Sections for which an Owner has entered into a written service agreement with the Short-Stay Operator.
- (15) **“Short-Stay Operator”** shall mean Total Stay (PTY) LTD trading as Totalstay or its successor as determined by CLBC.
- (16) **“Short-Stay Rental”** shall mean any rental that is concluded by the Owner of a Section for a term of less than 1 (one) month.
- (17) **“STA”** means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended, including the Regulations promulgated thereunder.
- (18) **“STSMA”** means the Sectional Title Scheme Management Act, 2011 (Act 8 of 2011).
- (19) **“Trustee Board”** means the Trustees, from time to time, of the CLBC, including an alternate trustee and a Professional Trustee.
- (20) **“Unit”** means the Unit that is registered in the Owners’ name.
- (21) **“Vehicles”** means any form of conveyance, including a motorcycle, caravan, trailer or boat.

**D. INTERPRETATION**

- (1) The rule headings are for convenient reference and shall be disregarded in interpreting these Conduct 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 gender; and
  - (c) a reference to natural person includes juristic person, trusts and partnerships and vice versa.
- (3) Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words and expression in such Rule.
- (4) When any number of days is prescribed in these Conduct 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.
- (5) Where numbers are expressed in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.
- (6) Should any provision of these Conduct Rules be invalid and / or unenforceable, such provision is severable from the rest of these Conduct Rules and shall not affect the validity and enforceability thereof. Any

subsequent changes to the Sectional Titles Act shall be interpreted to have been included in these Conduct Rules.

- (7) The Trustee Board's decisions regarding any matter with regards to these Conduct Rules shall be based on the provisions of these Conduct Rules, the Management Rules and the STA and the STSMA.

**E. DIRECTIVES**

- (1) The Trustee Board may from time to time issue directives in connection with any Conduct Rule.
- (2) The directives shall provide direction as to the practical application of a Conduct Rule and the Trustee Board may through directives regulate, guide and clarify practical matters pertaining to a Conduct Rule.
- (3) Directives may not be in conflict with any Management- or Conduct Rule and the Trustee Board is not authorised to create further Conduct Rules through the issuing of Directives.

**F. GUIDELINES**

- (1) The Trustee Board may from time to time prepare and revise guidelines to control all aspects of the design and appearance of the building and structures on the premises, including any alteration or additions referred to in Conduct Rule 6.
- (2) The guidelines may contain specifications and sketch plans as to the nature, design, material, colours and manner of installation required to ensure uniformity of construction of structures referred to in Conduct Rule 6.

**CONDUCT RULES**

**1. ACCESS CONTROL AND SECURITY**

- (1) Right of access to the Complex is reserved and the Trustee Board shall control the access to the Complex and the access to and use of the Common Property.
- (2) Access is at own risk. No claim of whatsoever nature against the CLBC, its agents or employees, arising out of any damage to a Vehicle while parked in the Complex or arising out of the enforcement of these Conduct Rules shall be considered.
- (3) The Trustee Board has full authority on behalf of the CLBC to determine who and what may and may not enter or leave the Complex based on guidelines given by the Trustee Board and to enforce all of the Conduct Rules on behalf of the CLBC.
- (4) Residents must:
  - (a) ensure that upon entering or leaving the Complex, the entrance or exit gate is properly closed.
  - (b) ensure that such entrance gate or exit gate is never opened for unknown or uninvited persons.

- (c) ensure that they comply with any security measures, directives and any other security procedural requirements imposed from time to time by the Trustee Board to meet the needs of the Complex.
  - (d) ensure that the security and safety of other Residents and their property are preserved.
  - (e) report all suspicious persons and incidents verbally to a Trustee or Managing Agent appointed by the CLBC immediately as soon as possible thereafter, preferably in writing, by cell text or e-mail or by any other acceptable means.
  - (f) must provide the Managing Agent and / or the Trustee Board with the required personal and Vehicle details of all Residents and Vehicles parked in the Complex, before moving into the Complex and whenever any changes occur in these details. The CLBC may require Residents to update and verify this information at any time thereafter.
- (5) No tailgating is permitted and only 1 (one) Vehicle may enter or exit at a time. During peak traffic, cars entering the Complex have “right of way” over Residents exiting the Complex.
- (6) All Vehicles entering the Complex must reduce their sound system volume and drive quietly so as not to disturb Residents.
- (7) No Vehicle:
- (a) having a gross Vehicle mass (GVM) in excess of 3 500 kg [The GVM is the maximum permissible total weight of a loaded Vehicle which includes the Vehicle weight (tare), cargo, fuel and driver. The GVM and tare are stamped on the compliance plate of the Vehicle and printed on the registration license disk];
  - (b) with trailers exceeding 5 (five) meters in length;
  - (c) that is excessively noisy;
  - (d) emitting excessive exhaust fumes;
  - (e) leaking oil or hydrocarbons;
- shall be permitted to enter the Complex. The Trustee Board may refuse entry to any Vehicle that is not compliant with the requirements referred to in sub-rule (a) to (e).
- (8) Access Devices
- (a) The CLBC reserves the right to withdraw or replace security devices and amend the access process relating to any Resident of any Section for any reason.
  - (b) Written permission from the Owner or an appointed rental agent is required before non-Owners (tenants, lessees and other occupants) may obtain access devices.
  - (c) Security access devices may not be lent or given to non-residents or used for any purpose other than for any Residents, Resident’s representative or rental agent to gain access to or exit the Complex.

- (d) Residents are responsible to purchase access control remotes. All new or additional remote(s) must be given to the Trustee Board to program the remotes.
- (e) Residents and their visitors, employees and Contractors must handle their access devices responsibly. In the event that a Resident has lost or misplaced an access device, it must be reported to the Trustee Board without delay.

**2. PETS, ANIMALS, REPTILES AND BIRDS**

- (1) Given the nature of the Scheme, pets are only permitted with the express written approval of the Trustee Board, which consent may be withdrawn at any time for any reasonable reason.
- (2) An Owner or Occupant suffering from a disability and who requires a guide, hearing or assistance dog, will be deemed to have the Trustee Board's approval to keep the animal in the Owner/Occupant's Section for the given purpose and the animal will be entitled to accompany the Owner/Occupant on the Common Property.

**3. SANITARY SERVICES / REFUSE DISPOSAL / LITTERING**

- (1) Refuse may only be placed in approved dustbins available from the Local Council. This is to help prevent the infestation of flies and vermin in the Complex and ensure that the Complex meets all environmental and health and safety requirements.
- (2) A Resident of a Section shall:
  - (a) maintain in a hygienic and dry condition, a receptacle for refuse within his/her Section or on such part of the Common property as may be authorised by the Trustee Board in writing;
  - (b) ensure that before wet domestic refuse (including food scraps, dirty containers and all non-recyclable items) is placed in such receptacle it is securely wrapped in leak-proof plastic bags that are tied or sealed, or in the case of tins or other containers, completely drained;
  - (c) not place garbage receptacles or plastic bags where visible from any other part of the Common Property or any other Section. No garbage may be left outside any Section, on the Common Property or not in the appropriate bin;
  - (d) place such receptacle for refuse collection, within the area and at the times designated by the Trustee Board;
  - (e) be responsible to purchase a new refuse bin in the event of his/her refuse bin being broken, lost or stolen.
- (3) The refuse bins are for domestic waste only as defined by the Local Council. All other waste including damaged furniture, garden tools, windowpanes and other sheet glass, old appliances, building rubble and garden cuttings must be removed from the Complex by the Resident at their own cost.



- (4) A Resident of a Section shall not deposit, throw or permit or allow to be deposited or thrown on the Common Property or in the sewers any rubbish, including dirt, cigarette butts, food scraps, cans, bottles, wrappers, containers, nappies, animal excretions or any other litter whatsoever.
- (5) The CLBC reserves the right to sanction any Resident in breach or non-compliance of these Conduct Rules and charge Residents for any costs relating to the cleaning up of any mess made or damage caused, and recover any charges levied by the Local Council or other body.

#### 4. VEHICLES AND PARKING

- (1) Vehicle drivers shall adhere to the speed limit of 20 (twenty) kilometers per hour whilst driving their Vehicle on the Common Property and shall keep proper lookout for other Vehicles, pedestrians and children playing on the Common Property.
- (2) Parking
  - (a) Vehicles of Residents shall only be parked in such areas as are specifically provided to them by the CLBC and not in the designated visitors parking bays without the specific written approval of the CLBC.
  - (b) No Resident shall park or stand any Vehicle upon the Common Property or permit or allow any Vehicle to be parked or stood upon the Common Property, without the consent of the Trustee Board in writing.
  - (c) No trucks, caravans, trailers of all description, quad bikes, off-road scramblers, commercial Vehicles (with a payload of more than one ton) or boats may be parked within the Complex.
  - (d) Visitors may only park in identified visitors parking bays and not anywhere else on the driveways and Residents must ensure that their visitors are correctly parked.
  - (e) All Contractors and other workers shall park only in visitors parking bays identified by the Trustee Board and not on driveways or other visitor bays or obstruct the movement of any other Vehicles in the Complex.
  - (f) It is specifically prohibited to park in front of any parking space.
  - (g) No Vehicle may be parked in front of any fire hydrant or where it may obstruct access to a service.
  - (h) Residents shall immediately move their and their guest's Vehicles to an appropriate place when asked to by the Trustee Board.
- (3) Repairs and reconditioning of Vehicles, the cleaning and washing of Vehicles or vehicle parts on the Common Property and in the Sections, is not permitted and no unroadworthy or immobile or unlicensed or very dirty or damages Vehicles may be parked at the Complex.
- (4) The use of bicycles, tricycles, scooters, skateboards, rollerblades, etc. is done at the Resident's risk and is permitted as long as it does not constitute a nuisance to other Residents or Vehicles and is not driven

recklessly. The CLBC can withdraw the use thereof on the Common Property. These may not be left on the Common Property or obstruct the movement of other Vehicles or Residents.

- (5) Residents of Sections shall ensure that their Vehicles and the Vehicles of their visitors and guests, do not drip oil, brake fluid, mud or dirt that stains, car cleaning liquids or spill anything else on the Common Property paving, including under the carports or in any other way deface the Common Property, including gardens and walls. The Section Owner is responsible for the cost of the CLBC cleaning or repairing any damage.
- (6) The normal road rules apply within the Complex and no reckless driving is allowed. Only duly licensed drivers shall be permitted to operate a motor Vehicle, truck and motorcycle within the Common Property.

## **5. DAMAGE TO COMMON PROPERTY**

- (1) A Resident 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 Trustee Board.
- (2) A Resident or person authorised by the Trustee Board notwithstanding sub-rule (1), may install:
  - (a) any locking device, safety gate, burglar bars or other safety device for the protection of his Section;  
or
  - (b) any screen or other device to prevent the entry of animals or insects.provided that the Trustee Board had first approved in writing the nature, design and colour of the device and the manner of installation.
- (3) Should any damage of whatsoever nature be caused to the Common Property by a Resident, any member of their family, their visitors, their employees, their children or pets and Vehicles of such Resident or Resident's visitors or should the CLBC suffer any loss or incur any expense or liability, that Resident shall be liable to reimburse the CLBC immediately in full in respect of any and all losses or expenses incurred by the CLBC in undertaking the repairs or replacement.

## **6. APPEARANCE OF A SECTION, ALTERATIONS AND ADDITIONS**

- (1) The Resident of a Section shall not place or do anything on any part of the Common Property, including patios and gardens which, in the discretion of the Trustee Board, is aesthetically displeasing or undesirable when viewed from the outside of the Section.
- (2) Any alteration or installation of fixtures to the exterior of a Section shall be:
  - (a) subject to the written approval of the Trustee Board. This shall include, but not be limited to, colour (interior walls should be white for cost efficient repainting of damp damaged patches), structural alterations, alterations to building facades and painting thereof, antennae and satellite dishes, burglar bars and gates, signage, awnings and lighting.

- (b) maintained by the Resident. If these are allowed to deteriorate, or deteriorate due to weather, poor materials, poor workmanship or design, then the Resident must repair or replace the alteration/ installation/ fixture, failing which they will be repaired or removed by the CLBC at the Resident's cost.
- (3) The CLBC will maintain the Common Property portion of any approved building alteration or extension made by Residents, provided that the approval is in writing by the CLBC and is included in the Participation Quota of the Section. All other improvements, additions and alterations made by Residents shall be maintained by the Resident. If these are allowed to deteriorate, or deteriorate due to weather, poor materials, poor workmanship, poor waterproofing or design, then the Resident must repair or replace, failing which they will be repaired or removed by the CLBC at the sole cost of the Resident.
- (4) Alterations and Renovations
  - (a) No extensions, alterations or improvements to the exterior of any Section, balcony, patio, stoep or garden including the addition of awnings, pergolas, garden huts, satellited dishes and external security gates shall be undertaken by a Resident unless the Trustee Board has first been given full particulars thereof including where necessary, plans approved by the municipality where required in terms of the bylaws, and who have given their permission in writing thereto. If such written permission is granted, it shall apply only to the plans submitted and any variations will also require the permission of the CLBC in writing.
  - (b) All extensions, alterations or improvements must comply with the requirements of the STA and local laws and match the existing design, structure and look of the Complex.
  - (c) A Resident may not proceed with an alteration or renovation prior to having obtained written approval by the Trustee Board and the payment of a deposit of such an amount as may be determined by the Trustee Board from time to time.
  - (d) The CLBC may request any official approvals, certified Council Drawings, Electrical Certificates of Compliance, Verification from the Fire Chief, where applicable, for the CLBC records.
  - (e) All refuse and debris resulting from extensions, alterations or improvements shall be removed by the Resident and / or their Contractor on the same day. Permission to have a bulk bin in the Complex must be approved. If such refuse and debris is not removed, the Trustee Board may cause it to be removed, and all charges in connection therewith shall be for the account of the Resident.
  - (f) Should any alterations or additions obstruct any employee or Contractor of the CLBC in performing any work on the Common Property or common services, the Resident concerned shall be liable for any additional costs incurred by the CLBC in the performance of such work.
  - (g) A Resident shall be liable for the payment of all costs of repairing or restoring any damage caused to the Common Property as a result of the carrying out of any alterations or renovations.

- (5) Television Dishes, Aerials, Satellite Dishes
  - (a) No external satellite dishes, radio masts and aerials, telephone aerials or any other items protruding above the boundaries of the Section may be erected without the written approval of the Trustee Board.
  - (b) The Resident must adhere to the installation guidelines as laid down by the CLBC and obtainable from the Managing Agent. This includes the location, approved make, size and design of dishes and aerials as well as the external cabling, conduit, trunking and, in the case of tenants, the approval from Owners.
  - (c) Tampering with existing television dishes or other aerials is not permitted.
  - (d) All dishes, conduit, cables, trunking and aerials once installed form part of the Common Property and may not be removed.
- (6) Alarms and Burglar Proofing
  - (a) All interior alarms shall preferably be of the silent type, linked by radio to a security company.
  - (b) Burglar proofing may only be installed with the permission of the Trustee Board and must match the existing design and colour of that installed in the Complex.
- (7) Appliances (including Air Conditioners, Gas or other appliances)
  - (a) The fitting of air-conditioning, heating and other similar devices is allowed only with the written consent of the CLBC and fitment must adhere to the conditions and guidelines provided by the CLBC. This includes the location of the compressor or heat exchanger and routing of all external trunking and noise levels permitted.
  - (b) All gas appliances may only be installed in accordance with any safety bylaws and once approved by the Trustee Board. Residents must provide gas installation certificates whenever required by the Trustee Board.
- (8) Laundry and Washing
  - (a) Residents may, only with the written approval of the CLBC, erect an acceptable design washing line within their walled garden (which is Common Property). The positioning and location may not be visible to other Sections or from the Common Property.
  - (b) Washing and other articles may not be hung in any position or place where it is visible from the Common Property or any Section. Washing may not be draped over furniture, walls or balustrades, plants or laid on the grass in any garden. Residents are requested to ensure that the washing is as unobtrusive as possible, and the Trustee Board has the right to request that any washing hung out be moved immediately to a less visible place.
  - (c) The hanging of laundry will be at the Residents' risk.
- (9) Alternative Power

- (a) Generators may not be installed or operated without the approval of the CLBC.
  - (b) Solar panels may not be installed without the approval of the CLBC.
  - (c) The CLBC may install alternative power for use by the Complex if approved by the CLBC in a special general meeting.
- (10) Residents must ensure that Sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All curtain linings, blinds or any other form of permissible window dressing that is visible from the outside of a Section must be black, white, grey or beige in color.
- (11) Tenants may not do anything to the Section without the Owner's written consent.
- (12) Residents shall replace any broken windowpanes within 3 (three) working days.

**7. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

- (1) A Resident shall not store any material, flammable or inflammable, or do or permit or allow to be done, any other dangerous act in the Section or on the Common Property which will or may increase the rate of the premium payable by the CLBC on any insurance policy or put any part of the Complex and its Residents at risk. Residents will be responsible to the CLBC for any loss sustained by the CLBC arising from their negligence. Such loss shall include, but not be limited to, the excess payable in respect of any insurance claim.
- (2) The conditions of sub-rule (1) do not apply to the storage of fuel or gas in the fuel tank of a Vehicle, boat, generator or engine, or a fuel tank or gas cylinder kept for domestic purposes.
- (3) Only gas braai may be used and their use shall be confined to the patio or private garden of a Section, on in the areas provided by the CLBC.
- (4) Residents shall ensure that smoke from any source does not cause a nuisance to other Residents, that it is not a safety hazard and that all fires and cigarettes, etc. are correctly extinguished.
- (5) All gas appliances, including mobile heaters and braais must be SABS approved and be in compliance with the local bylaws. A certificate of compliance may be requested by the Trustee Board.
- (6) No firearms, pellet guns, air guns, paintball guns and any other weapon or weapon-like toy, catapults or bows and arrows may be discharged in the Complex, except under such circumstances which would reasonably justify the use of a firearm for self-defense and related purposes. No Residents, family, visitors or service providers may openly display firearms, weapons or weapon-like toys on their person or otherwise anywhere in the Complex.
- (7) Inflammable or other dangerous material or articles may not be brought onto the Common Property or elsewhere on the Complex except in such limited quantities as are allowed under the CLBC insurance policy.

- (8) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated within the Complex.
- (9) No Resident or their Contractor shall repair, alter or interfere with any of the electrical supply, external distribution boards, electricity meters, plumbing, irrigation system, taps and valves, sewers, drainpipes, guttering, driveways and pathways or tiles and roofs on the Common Property. All faults must be reported to the Trustee Board.

**8. RESIDENT BEHAVIOUR**

- (1) No noise that is excessive, in the discretion of the Trustee Board, may be created at any time in a Section or on the Common Property.
- (2) Silence must be maintained from:
  - (a) Sunday to Thursday between the hours of 22h00 and 08h00; and
  - (b) Friday and Saturday between the hours of 23h00 and 08h00.Any Resident not complying with this rule and having been requested verbally or in writing by the Trustee Board to rectify such contravention immediately may be sanctioned and penalized without further warning.
- (3) All television, radio and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the Trustee Board.
- (4) All Vehicles must be maintained and driven in such a manner as not to exceed the bylaws permissible for noise levels, or so as to disturb Residents. No hooting, revving, skidding or screeching of tires shall be permitted on the Common Property. No loud music may emanate from any Vehicle on the premises.
- (5) No hobbies or other activities may be conducted on the Common Property which causes a nuisance to Residents.
- (6) No firearms may be discharged in a Section or on any part of the Common Property, except under such circumstances which would reasonably justify the use of a firearm for self-defense and related purposes.
- (7) The use of power tools, hammering and other noise generating equipment shall not be permitted before 08h00 and after 18h00 on weekdays, and before 09h00 and after 13h00 on Saturdays, and not at all on Sundays and public holidays. Emergency work that cannot be performed during the above hours, including emergency plumbing and electrical work, is allowed outside of these times, subject to the CLBC approval.
- (8) All building alterations or other activities that create a noise may only take place between the hours of 08h00 and 17h00, Monday to Friday and not over weekends or public holidays. Building work that cannot be performed during the above hours, may be allowed outside of these times, subject to the CLBC approval. All building noise must be kept to a minimum so as not to inconvenience other Residents.

- (9) No Owner, lessee or occupant may permit anything to be done in his / her Section, exclusive area or on the Common Property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other Residents of the buildings, or permit or cause any disturbance or allow his / her children or visitors of their children to cause any disturbance which, in the opinion of the Trustee Board, would constitute a nuisance or an invasion of the right of privacy of other Residents.

**9. ERADICATION OF PESTS**

- (1) The Resident of a Section must keep the Section free of wood-destroying insects, including white ants and borer beetles.
- (2) The Resident of a Section must allow the Trustee Board, the Managing Agent or their duly authorised representatives to enter the Section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.

**10. OCCUPANCY, LETTING AND RELATED MATTERS**

- (1) Except as otherwise provided for in these Conduct Rules, all Sections shall be used solely for residential purposes and Residents may not use the Section for any other purpose without the written consent of the Trustee Board.
- (2) All Residents 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 or any grant of rights of occupancy.
- (3) The number of persons that reside in a Section shall be limited to 2 (two) per recognised bedroom as indicated on the Sectional or building plans of the Complex. This prohibition shall not be applicable to visitors residing in the Section for a period not exceeding 30 (thirty) days.
- (4) Permissible Business Activities:
  - (a) The following Sections have been demarcated as commercial units and the Owners of the Sections, or if one or more of the Sections are rented out by the Owner/s of the Section/s, then the lessee/s of the Owner/s, will be allowed to operate a business in the Section/s of the kind indicated below, and to serve the Public, Long- and Short-stay Tenants, Owners of Units and any other occupier of a section in the Complex in course of the businesses being operated. Such trade may under no circumstances lead to an impairment of on the values and reputational standing of the Complex, and the Conduct Rules must be adhered to at all times by the residents and members of the public being served by the businesses:  
-UNIT no ... : (TO BE CONFIRMED)..... (type of business);

- UNIT no .....: (TO BE CONFIRMED).....;
- UNIT no .....: (TO BE CONFIRMED).....
- (b) Although the Complex has been designed to provide for a separate public entrance to cater for the patrons of the businesses referred to in Conduct Rule 10(4)(a) above, the Access Control and Security rules provided for in Conduct Rule 1 of these Conduct Rules, as well as any additional directives relating to access or security laid down by CLBC, must be adhered to at all times.
- (c) The levy structure applied to the Sections referred to in sub-rule 10(1)(4)(a) may, in the discretion of the Body Corporate, differ from the structure used for all other Sections in the Scheme.
- (5) Short- and Long Stay rentals:
  - (a) Only Short-Stay Eligible Sections may be rented out on a Short-Stay basis and the Short-Stay Operator will attend to the administration of all Short-Stay rentals in accordance with the management agreement entered into with the Short-Stay Operator.
  - (b) Long- Stay rentals (being rentals for a period of longer than 1 (one) month, may be administered by the Owner/s of the Section/s and the Owner/s may use the services of a reputable Rental Agent in this regard;
- (6) (a) No business other than the businesses referred to in Conduct Rule 10(4) above, profession, trade, storage or other non-residential activity may be conducted in any Section or on the Common Property without the written approval of the CLBC following a written application by the Resident to conduct such a business from their Section.
  - (b) Approval will only be granted where the business use is legal and incidental to the residential use of the Section (it may not occupy more than 25 % of the floor area).
  - (c) Should any of these activities cause a disturbance or inconvenience to other Residents or infringe on the usage of the Common Property (for example parking problems) or negatively impact on the insurance, damage to driveways, increase security risks and incur other costs for the CLBC then approval may be withheld and can be withdrawn at any stage in the future.
- (7) An Owner, who lets or otherwise grants occupation of a Section, whether gratuitously or not and irrespective of the lease period, shall comply with the following provisions and shall ensure compliance thereto by his letting agent (if applicable):
  - (a) A written lease agreement must be concluded with the Resident.
  - (b) Copies of the Conduct Rules and the other documents must be attached to and be incorporated into the lease agreement as a provision of the lease agreement.
  - (c) The following provisions must be incorporated into the lease agreement:



- (i) the tenant hereby acknowledges that CIRCA LYNNWOOD Sectional Title Scheme is a residential scheme and that he/she and the occupiers of the Section will be bound by the provisions of these Conduct Rules.
- (ii) The tenant further acknowledges that the Trustee Board has the power to impose Penalties in respect of contraventions of the Conduct Rules and that other remedies are available to the CLBC in terms of the Conduct Rules.
- (d) Copies of the Conduct Rules must be placed inside the leased Section at a prominent position.
- (e) No Owner or his letting agent may give occupation of the Section to any person until all the provisions of sub-rules (a) to (d) above have been complied with.
- (f) A copy of the lease agreement must be submitted to the Trustee Board upon their request.
- (g) Owners must advise the Trustee Board of the name and full details of the tenant within 7 (seven) days of taking occupation.
- (h) No such letting shall in any way release the Owner from any of their obligations to the CLBC in terms of the STA and these Conduct Rules.

**11. COMMON PROPERTY, GARDENS AND PLANTS**

- (1) A Resident of a Section shall:
  - (a) use and enjoy the Common Property in such a manner as not unreasonably to interfere with the use thereof by other Residents or other persons lawfully present on the premises.
  - (b) keep the Common Property and garden areas clean and tidy at all times.
  - (c) be responsible to the CLBC for any loss sustained by the CLBC arising from their negligence. Such loss shall include, but not be limited to, the excess payable in respect of any insurance claim.
- (2) No Resident or their Contractor shall repair, alter or interfere with any of the electrical supply, external distribution boards, electricity meters, plumbing, irrigation system, taps and valves, sewers, drainpipes, guttering, driveways and pathways or tiles and roofs on the Common Property. All faults must be reported to the Trustee Board.
- (3) No equipment, plants, furniture, machinery or movables on the Common Property may be tampered with, damaged or removed. Any damage to the Common Property will constitute an offence and action shall be taken against, or the cost of repairs shall be recuperated from the guilty parties, if responsibility therefore can be proven.
- (4) No vandalism of the Common Property will be permitted.
- (5) The CLBC is responsible for the maintenance of the Common Property and all gardening on the Common Property shall be done by persons authorised by the Trustee Board unless otherwise agreed.

- (6) No alcohol may be consumed whilst on any part of Common Property and no drugs may be used in any part of the Complex.
- (7) No Council bylaws or national laws may be contravened in the Complex.
- (8) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated on the Common Property.
- (9) No loitering is allowed on the Common Property.
- (10) No stones or other undesirable objects or refuse or waste may be thrown, left or deposited on the Common Property.
- (11)
  - (a) The following Facilities situated on the Common Property ('Common Property Facilities') have been earmarked for the use of Residents:  
Squash Court; Yoga/exercise room and weights room; Cinema rooms; Poker room; Arcade room; Workstations; Concierge desk; Laundry facilities; Communal lounges; Pool, table tennis and foosball tables.
  - (b) The Common Property Facilities being made available are subject to change in the sole discretion of the CLBC and without any prior notice being required.
  - (c) The Common Property Facilities will, as far as possible, be provided free of charge, but the CLBC may in its sole discretion resolve to charge a reasonable fee for the use of some of the Common Property Facilities in order to promote and ensure fair usage thereof. The CLBC may also utilize a booking system, the terms of which will be in its sole discretion, to ensure the effective and fair usage of the Common Property Facilities.
  - (d) The Short- Stay Operator, or its successor as determined by the CLBC, will be in charge of with the administration in regard to and the coordination of the use of the Common Property Facilities, as well as the maintenance and upkeep of the Common Property Facilities and all movables forming part of the Facilities.
  - (e) The Short-Stay Operator will be granted access to entrances to the Complex and all parts of the Common Property in as far as such access is needed by the Operator to perform its duties as referred to in Conduct Rule 11(11)(d) and 10(5)(a).
- (12) Garden and Plants
  - (a) Gardens and plants on the Common Property are for the enjoyment of all Residents and now willful damage will be tolerated. Removal or planting of plants in the Common Property gardens is not permitted unless authorised by the Trustee Board.
  - (b) Residents are responsible to maintain, to water and keep clean their Common Property "walled" gardens and are encouraged to improve the area within their walled gardens at their own expense.

- (c) Residents may not plant any plants or trees in their Common Property “walled” garden that in the opinion of the CLBC are likely to cause damage to walls, sewers, driveways or foundations, or install permanent water features, ponds, etc. or do anything that may impact on neighbours without the consent of the Trustee Board.
  - (d) Garden tools, garden equipment and garden bags must not be visible from outside the Section or from any other Section or the Common Property.
  - (e) No gardens may be altered in such a manner as to restrict the thoroughfare to any part of the Common Property or create a nuisance to other Residents.
  - (f) Gates shall be left unlocked on specific days to allow the garden service access to all walled gardens and if they are not left open, the garden service will not be provided.
  - (g) Wall plants and creepers must be properly maintained and not be allowed to cause damage to electric fence, walls, brickwork or other parts of the structure and must be cut back at the request of the Trustee Board. Any damage caused will be repaired for the account of the Resident responsible.
  - (h) If lawns are mowed by employees of the CLBC or any service provider appointed to look after the gardens, the lawns will not be mowed if animal excrement is evident on the lawn. Residents will be responsible for removing all animal excrement before lawns are mowed. Should excrement not be removed, the Resident will be responsible for the mowing of the lawn.
- (13) Signs and Notices
- (a) No auctions, door-to-door selling, pamphlet drops or the raising of funds or jumble sales may be held on the Complex. Only the CLBC may distribute notices, newsletters, cellphone messages and e-mails or similar electronic notices and pamphlets relating to the CLBC and the service providers in the Complex.
  - (b) No Resident of a Section shall exhibit, distribute or place any sign, notice, billboard, advertisement or publicity of any kind whatsoever on any part of the Common Property or within a Section, so as to be visible from outside of the Section without the written consent of the Trustee Board first having been obtained.
  - (c) The Short- Stay Operator will be permitted to make use of suitable and reasonable signage and notices.
- (14) No drones, with or without photographic equipment, are permitted to be used within the Complex.
- (15) No person shall sleep anywhere on the Common Property or in any Vehicle or caravan or trailer.

**12. SUPERVISION OF CHILDREN**

- (1) Residents shall properly supervise their children, their children's friends and children of their visitors so that no provision of these Conduct Rules is infringed, that no nuisance is caused to any Resident and that no damage is caused to the property of any Resident or to the Common Property or any Section. The Resident is liable for the costs of any damage caused.
- (2) Children must not play in the Common Property gardens except for private gardens.
- (3) Children riding on the driveways do so at the Resident's risk and must contain their noise to acceptable levels.
- (4) No ball games that are a danger or inconvenience to other users are permitted on the driveways.
- (5) Children may not tamper with Vehicles, plants, climb over walls, fences, railings, fixtures or fittings or play with the taps on the Common Property.

**13. EMPLOYEES AND CONTRACTORS**

- (1) No person shall request the CLBC employees to perform any tasks for them during their work hours and shall not otherwise interfere with any employee in the performance of his/her work.
- (2) Residents shall not request any employee of any service provider to perform work on their behalf that is outside of the scope of their contracted duties during working hours without the approval of their employer. Employment of any service provider's staff outside working hours shall be a private arrangement at the Resident's risk and cost.
- (3) Resident Employees and Workers:  
Residents are responsible to ensure that their employees or other workers:
  - (a) do not cause undue noise within the Sections or on the Common Property or elsewhere.
  - (b) are not provided with an access device for the Complex gates.
- (4) Contractors shall:
  - (a) abide by the Health and Safety Act and shall appoint a Health and Safety Consultant where relevant, for the duration of the activity;
  - (b) fulfil all work permit requirements;
  - (c) provide proof of Comprehensive or Commercial General Liability Insurance, Workers' Compensation Insurance and Public Liability Insurance prior to commencement of work;
  - (d) be liable for any damage caused to the Common Property;
  - (e) indemnify the CLBC of any liability resulting from public injury or illness, as well as against incidents or accidents resulting from their activities as well as caused by Vehicles on the Common Property.
- (5) Each Resident is responsible to ensure that all employees and Contractors understand and abide by these Conduct Rules and respect the authority of the Trustee Board in enforcing these Conduct Rules.

**14. LIABILITY, SAFETY AND RISK**

- (1) The CLBC and Security shall not be liable or responsible:
  - (a) for any loss from damage done to any property related to theft or any other criminal activity;
  - (b) for any theft or damage to Vehicles or theft from Vehicles on the premises;
  - (c) for any direct or indirect physical injury or death;
  - (d) for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property;
  - (e) for the insurance of the contents of any Section, which is the sole responsibility of the Resident.
- (2) A Resident shall not do or permit to be done in his Section or on the Common Property anything:
  - (a) which will or may increase the premium payable by the CLBC on any insurance policy;
  - (b) which will void any such insurance policy;
  - (c) that may cause or create a danger to other Residents or any of the property.
- (3) The Trustee Board shall have the right to collect any increased insurance premium payable from the Owner of a Section in terms of sub-rule (2).
- (4) A Resident shall not bring onto the Common Property or into a Section any hazardous substances and / or any form of machinery whatsoever without the prior written consent of the Trustee Board.
- (5) All persons present 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 CLBC of whatsoever nature arising neither from such use, nor for anything which may befall any person during the course of such use, whether caused by human, natural phenomena or otherwise.
- (6) The CLBC shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his / 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 CLBC or any of the CLBC employees, agents or Contractors.
- (7) All Vehicles entering the Complex are driven and parked entirely at the Vehicle Owner or driver's risk. The Resident indemnifies the CLBC against any accident, loss or damage caused or sustained by the CLBC, any Resident, their pets, family, friends, employees, Contractors and visitors by a Vehicle belonging to a Resident, their visitors, Contractors and employees.
- (8) Firefighting equipment may not be used for any purpose except in the case of a fire. A person found tampering with or breaking the seals on any of the firefighting equipment or causes any consequential damage to the firefighting equipment will be liable for all costs to have them resealed and / or repaired.

- (9) If a Resident or any invitee of a Resident causes damage to the Common Property, the Resident shall be liable to the CLBC for the damage caused and for the costs of repairs.

**15. WRITTEN NOTICES**

- (1) A notice in terms of these Conduct Rules must be in such format as the Trustee Board may from time to time prescribe which include, but are not limited to, written, printed or electronic matter that provides information or evidence or that serves as an official record, and that binds the CLBC.
- (2) A notice will be regarded as having been properly delivered, if:
- (a) delivered to the Resident by hand, in which event it shall be regarded as having been received on the date of delivery; or
  - (b) delivered by e-mail to the Resident, in which event it shall be regarded as having been received on the date of transmittal to the recipient's electronic device.

**16. COMPLAINTS AND SUGGESTIONS**

- (1) All complaints and disputes must be completed on the complaint form and submitted to the Trustee Board. A sincere endeavour will be made to resolve such complaints amicably as long as such complaints are valid and reasonable and not willfully malicious or unreasonable and the rights of other Residents are not infringed.
- (2) The CLBC is not responsible for resolving disputes between Residents unless it impacts on other Residents or the CLBC. If a dispute cannot be resolved, the dispute may be referred to the Chief Ombud for dispute resolution.
- (3) Any requests and suggestions must be submitted in writing (by e-mail or letter) and be addressed to the Trustee Board.

**17. PERSONAL INFORMATION**

- (1) The Trustee Board is required in terms of the STSMA to maintain a register of the names and contact details of all Residents which information is collected, stored and used by the Trustee Board, employees and agents where necessary for them to perform their duties effectively, such as controlling access to the Complex, communications with Residents, collection of levies and other amounts due.
- (2) This information:
- (a) is considered confidential and will be safeguarded from loss or misappropriation;
  - (b) will be destroyed when no longer required;
  - (c) will not be provided to any other person without the consent of the Resident except as permitted or required by law.

**18. PAYMENTS OF LEVIES AND CONTRAVENTIONS**

- (1) Payment in full of any levy and services account raised in terms of the Sectional Titles Act must be received by the CLBC by the 1<sup>st</sup> of each and every month.
- (2) Interest is payable on overdue accounts at such rates as decided upon from time to time at the Annual General Meeting of the scheme, provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act (No. 34 of 2005), compounded monthly in arrears.
- (3) Should any Owner experience any discrepancy with regards to monies indicated on their levy statement, they must within 7 (seven) days of the applicable month, provide a written explanation of the discrepancy to the Trustee Board.
- (4) Any Owner who pays their levy by way of depositing such payments into the CLBC's bank account, and such levies are not reflected on their levy statement the following month, must confirm such payments by means of providing a copy of the deposit slip as proof of payment to the Trustee Board.
- (5) Owners failing to pay their CLBC account in time may, at the discretion of the Trustee Board, be handed over to the CLBC's preferred attorney.
- (6) A Resident shall be liable for and pay the additional administration charges for any contravention(s) of these Conduct Rules contravened by the Resident or the cost to clean or reinstate the Common Property.
- (7) No Resident shall be entitled for any reason whatsoever to withhold any monies due to the CLBC.
- (8) A Resident shall be liable for all legal costs, including costs as between attorney and client, collection commission per the Debt Collectors Act, expenses and charges incurred by the CLBC in recovering arrear levies, or in enforcing compliance with these Conduct Rules. Such legal fees, once taxed or agreed upon, shall be regarded as a levy and added to the relevant Owner's levy account.

**19. CONTRAVENTION AND PENALTIES**

- (1) If the conduct of a Resident, their employee(s) or their visitor(s) constitute(s) a nuisance in the opinion of the Trustee Board or contravene(s) a provision of the STA, STSMA, the prescribed Management Rules or these Conduct Rules, the Trustee Board shall be entitled, without prejudice to the other rights or remedies which the CLBC may have in law, or in terms of the STA or the STSMA, any other act, the prescribed Management Rules or these Conduct Rules, including claiming compensation for damages, to:
  - (a) enter the Section, exclusive use area and / or the Common Property to take such action as may be reasonably required to remedy the contravention and hold the Resident of the Section liable for the costs incurred in this regard; and / or
  - (b) bring a court application for a suitable order; and / or

- (c) apply to the applicable Chief Ombud for a suitable order; and / or
  - (d) institute mediation proceedings or expert intervention; and / or
  - (e) impose a penalty on the Resident.
- (2) For contraventions referred to in sub-rule (1) or on receipt of written complaint, the following process shall be followed:-
- (a) on receipt of the first written complaint, or upon becoming aware of a contravention, the CLBC will firstly endeavour to confirm that the contravention occurred and then try to remedy the situation, either verbally in a meeting or on the phone, with the Resident and / or may issue a notice of contravention and record of their discussion. Copies may be sent to the Owner, Resident and rental agent. The Trustee Board, Owners and Residents agree to try to resolve all breaches of the Conduct Rules in an amicable manner where possible.
  - (b) On receipt of the second written complaint or upon becoming aware of a recurring contravention, the CLBC will confirm the contravention occurred, and either or both:
    - i) require the Resident (and the Owner if the property is let to a Resident, and any appointed letting agent) to attend a meeting with the Trustee Board within 7 (seven) days of being notified of this requirement, and / or
    - ii) forward a written warning to the Resident (and the Owner if the property is let to a lessee, and to any appointed letting agent) requiring them to remedy the situation within a reasonable given period.
  - (c) Should the Resident still not remedy the situation, or on receipt of further written complaints, the CLBC will, as determined by the Trustee Board if they are satisfied that the contravention occurred:
    - (i) forward a final warning to the Resident (and the Owner if the property is let to a lessee, and any appointed letting agent) to comply with these Conduct Rules, STSMA or STA within a given period of time, and / or
    - (ii) issue a notice of a penalty which notice shall state the reasons for the imposition of the penalty, or restrictions on use of certain Common Property, or withdrawal of, or changes to the level of selected services provided by the CLBC, or withdrawal of permission to have pets in the Complex, or undertake any work or repairs required; and
    - (iii) recover from the Resident all costs incurred in relation to the correction of the contravention.
- (3) Should the Resident and/or Owner not resolve the matter to the satisfaction of the Trustee Board, the Trustee Board will have the right at any time to declare a dispute and request alternate dispute resolution in terms of the CSOSA, or to take legal action, including consulting with attorneys, the costs of all of which will be for the Owners' account.



- (4) Failure to apply these or any other Penalties, in any instance shall at no time infer that the contravention is acceptable, and the CLBC may at any time impose these Penalties in future.
- (5) The penalty imposed under sub-rule (2)(c) above, shall become due on the date of the written notice and must be paid within 30 (thirty) days of the date of the written notice. Should the penalty remain unpaid, it may be added to the Owner's levy statement and may be recovered from the Owner of the Section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- (6) The Trustee Board shall from time to time determine the categories of contraventions and the amounts of the Penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the Trustee Board at a General Meeting.
- (7) If the Trustee Board instructs a firm of attorneys or appoint an arbitrator in terms of or in connection with or arising out of an infringement of any Rule by a Resident, the Resident shall be liable to reimburse the CLBC on demand for all costs incurred in respect thereof.
- (8) A Resident may within 30 (thirty) days of the date of the written notice in terms of sub-rule (2)(c), submit an objection, with a motivation, against the penalty imposed, to the Trustee Board.
- (9) Upon receipt of the objection, the Trustee Board may:
  - (a) withdraw or reduce the penalty; or
  - (b) schedule a Trustee meeting (hearing) for the purpose of considering the objection and invite the Resident to attend the meeting, and / or to be represented at the meeting.
- (10) At the Trustee meeting (hearing) referred to in sub-rule (9)(b), the Resident and / or his representative shall have the right to:
  - (a) present his / her case;
  - (b) present any evidence, including the calling of witnesses, to substantiate his / her case;
  - (c) cross-examine any person called as witness in support of the charge;
  - (d) have access to documents produced in evidence; and
  - (e) produce mitigating factors.
- (11) The failure of the Resident charged or his / her representative to attend the Trustee meeting referred to in sub-rule (9)(b) shall not render the proceedings at the meeting void. Should the Resident or his / her representative not attend the Trustee meeting without providing a reasonable request for postponement, the Trustee Board may, in their sole discretion, continue with the Trustee meeting and consider the objection in the absence of the Resident.
- (12) Upon the conclusion of the Trustee meeting, the Trustee Board shall deliberate the evidence and, if so resolved, they may:
  - (a) uphold the penalty; or

- (b) withdraw or reduce the penalty;
- (13) Should the Resident not agree with the decision of the Trustee Board in terms of sub-rule (12), the Resident may request, without prejudice of the other rights or remedies which may be available in terms of the STSMA or these Conduct Rules or in law, that the Trustee Board refer the matter to a General Meeting of the members for their decision, without prejudice to any other rights or remedies, which the Owners may have in law, or in terms of the STSMA or the prescribed Management Rules, and / or that the matter be referred to the Chief Ombud for resolution.

**20. ELECTRONIC TRANSMISSION OF NOTICES AND RETAINING, PROVIDING AND / OR DELIVERING DOCUMENTS, RECORDS OR STATEMENTS**

- (1) If a notice is required or permitted to be given to any person in terms of the STA, the prescribed Management Rules or these Conduct Rules, it is sufficient if the notice is transmitted electronically directly to that person in a manner and form such that the notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.
- (2) If a document, record or statement in terms of the STA or the prescribed Management Rules or these Conduct Rules, other than a notice contemplated in sub-rule (1) above, is required:
  - (a) to be retained, it is sufficient if an electronic original or reproduction of that document is retained as provided for in Section 15 of the Electronic Communications and Transactions Act; or
  - (b) to be provided or delivered, it is sufficient if:
    - (i) an electronic original or reproduction of that document, record or statement is provided or delivered by electronic communication in a manner and form such that the document, record or statement can conveniently be printed by the recipient within a reasonable time and at a reasonable cost; or
    - (ii) a notice of the availability of that document, record or statement, summarizing its content and satisfying any prescribed requirements, is delivered to each intended recipient of the document, record or statement, together with instructions for receiving the complete document, record or statement.

**21. SIGNATURE OF DOCUMENTS IN MANNER PROVIDED FOR IN THE ELECTONIC COMMUNICATIONS AND TRANSACTIONS ACT AND RESOLUTIONS AGREED TO IN WRITING BY THE MEMBERS**

- (1) If a provision of the STA or the prescribed Management Rules or these Conduct Rules, requires a document to be signed or initialed:

- (a) by or on behalf of a person, that signing, or initialing may be effected in any manner provided for in the Electronic Communications and Transactions Act; or
- (b) by 2 (two) or more persons, it is sufficient if:
  - (i) all of those persons sign a single original of the document, in person or as contemplated in sub-rule (a); or
  - (ii) each of those persons signs a separate duplicate original of the document, in person or as contemplated in sub-rule (a) and, in such case, the several signed duplicate originals, when combined, shall constitute the entire document.
- (c) signature contemplated in sub-rule (b) may be affixed to or placed on the certificate by autographic, mechanical or electronic means.

## **22. CHANGE OF OWNERSHIP**

- (1) The Owner shall notify the Trustee Board of any change of ownership of the Unit..
- (2) No Unit may be transferred without a valid clearance certificate issued by the CLBC.
- (3) The CLBC shall refuse the issue of a clearance certificate upon the transfer of a Unit unless all levies, Penalties and special levies due and payable in respect of such Unit have been paid up to the date reflected in such clearance certificate.
- (4) Should the Owner be:
  - (a) a company, it shall notify the Trustee Board of any change of its directors or shareholders 14 (fourteen) days prior to any such intended change.
  - (b) a close corporation, it shall notify the Trustee Board of any change of its members 14 (fourteen) days prior to any such intended change.
  - (c) a trust, it shall notify the Trustee Board of any change of its directors 14 (fourteen) days prior to such intended change.

In the instances of sub-rule (4)(a) to (c), a clearance certificate must also be issued.

## **23. RULES RELATING TO EXCLUSIVE USE AREAS**

- (1) The upkeep and maintenance of all exclusive use areas allocated to Units will be the responsibility of the Body Corporate.
- (2) All Owners of Units whereto exclusive use areas have been allocated, as well as their lessees, family, visitors and employees must at all reasonable times provide access to the representatives and/or

- constructors of the Body Corporate to enable them to attend to their duties referred to in sub-rule 24(1).
- (3) The Body Corporate will share the working schedule for gardening/ maintenance/ cleaning relating to exclusive use areas with all relevant residents at the appropriate time/s.