



CONDUCT RULES

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1 INTERPRETATION

The provisions of these rules set out below, shall be binding on the owner of any section and lessees or other occupants of any section, and it shall be the duty of the owner to ensure compliance with the rules by the lessees or occupants, including employees, contractors, guests and family members, lessees, or occupants.

In the interpretation of these rules, unless the context otherwise indicates: -

- 1.1 **“Act”** means the Sectional Titles Schemes Management Act and the regulations thereto.
- 1.2 Words and expressions used shall bear the meaning assigned to them in the Act.
- 1.3 **“Trustee”** includes an alternate Trustee.
- 1.4 **“Occupier”** includes any person in actual occupation of premises, without regard to the title under which it is occupied.
- 1.5 **“Household and Domestic Refuse”** shall include but is not limited to ashes, cinders, food refuse, tins, wastepaper, floor sweepings and household garbage generally produced. It shall not include ashes from furnaces, sand or earth, liquid matter, garden refuse, vegetation, hedges, or fences or building refuse.
- 1.6 **“Building waste”** means all waste produced during the construction, alteration, repair, or demolition of any structure and includes building rubble, tiles, wood, geysers, piping, cables, light fittings, doors, earth, vegetation, and rock displaced during such construction, alternation, repair, or demolition.
- 1.7 Words importing:
 - 1.7.1 The singular number only shall include the plural, and the converse shall also apply.
 - 1.7.2 The masculine gender shall include the feminine and neuter genders and the neutral gender shall include the masculine and feminine genders.
 - 1.7.3 The headings to the respective rules are provided for convenience of reference only and are not to be considered in the interpretation of rules.

2 USE OF A SECTION

- 2.1 No owner or occupier of a section shall place or do anything on any part of the common property, or exclusive use areas which, in the discretion of the Trustees of the Body Corporate, is aesthetically displeasing or undesirable.
- 2.2 No owners or occupiers of a section shall leave cleaning equipment such as brooms or buckets on any part of the Common Property, a section or exclusive use areas so as to be visible from the outside of the building or from any other section.
- 2.3 An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the Common Property.
- 2.4 No owner or occupier shall erect any structure of a permanent nature whatsoever, including but not limited to braai facilities, saunas, Jacuzzis, gazebos, or chimneys.
- 2.5 No owner or occupier shall erect any temporary structure of whatsoever nature, including but not limited to umbrellas, gazebos, zozo huts, play equipment, doll houses, unless prior permission has been granted in writing by the Trustees. The request for permission must be

accompanied by detailed specifications clearly indicating design, colour, shape, size, and proposed positioning of the said structure. The Scheme has specifications for installation of patio blinds and air conditioners – refer to Annexure B.

- 2.6 It must be noted that the structures as mentioned above must be removed entirely from the section and or exclusive use area should the unit be sold and or the tenant vacate the premises. In this instance the area must be returned to its original state.
- 2.7 Owners or occupiers of a section shall not erect or allow to be erected any form of fencing on any part of the Common Property or in any exclusive use area.
- 2.8 No owner or occupier shall allow overcrowding in a section.

Definition of overcrowding

A section is overcrowded for the purposes of this Part when the number of persons sleeping in the dwelling in such as to contravene the standard specified in section 2.8.1 (the room standard).

2.8.1 The room standard

The number specified in Table 1 in relation to the number of rooms in the section available as sleeping accommodation:

Table 1

TYPE	NUMBER OF PERSONS PERMITTED
1 Bedroom	2
2 Bedroom	4
1 Bedroom with loft	4
2 Bedroom with loft	6

No latrine, passage, staircase, landing, bathroom, cupboard, outbuilding, garage, storeroom, shed, kitchen, dining room, food preparation area, cellar, may be used as sleeping accommodation.

3 INSURANCE PREMIUM

- 3.1 An owner shall not do or permit to be done in his section or on the Common Property anything which will or may increase the rate of the premium payable by the Body Corporate on any Insurance Policy.
- 3.2 All insurance claims related to the building, Common Property and improvements thereon are to be handled solely through the Managing Agent.
- 3.3 Any damage to a section that is subject to a possible insurance claim shall be reported to the Trustees and Managing Agent within forty-eight hours of the event having occurred, failing which the Body Corporate cannot be held liable in the event of the claim being repudiated by the Scheme's Insurer.
- 3.4 Any insurance excess payable in respect of an insurance claim submitted to the Scheme's Insurer because of a burst geyser or any claim arising from or related to the geyser supplying hot water to the section, shall be settled in full by, and be for the account of the owner of the unit concerned.

- 3.5 It is the responsibility of the owner and or occupier to take all reasonable precautions to prevent loss, damage, destruction to his section, exclusive use area and the Common Property.
- 3.6 Any insurance excess levied by the Scheme's Insurer on any insurance claim in respect of the inside of the section shall be for the section owner's account.

4 MOTOR VEHICLES

- 4.1 No person shall drive, draw, or propel any vehicle (other than a wheelchair or the like) upon any footpath or sidewalk designed for use by pedestrians.
- 4.2 No owner or occupier shall park or load a vehicle or allow anything to be on it that obstructs other vehicles or persons or impedes their movement or is likely to do so.
- 4.3 No owner or occupier may without reasonable cause or without the knowledge and consent of the owner or person in lawful control of a vehicle, enter or climb upon such vehicle or set the machinery thereof in motion, or in any way tamper or interfere with its machinery or any other part of its fittings, accessories, or contents.
- 4.4 The Body Corporate shall not be liable for the loss of any vehicle or for its lawful removal from the area or for damage to a vehicle or its fittings, accessories, or contents while in a parking area or for such damage if it is the consequence of it being moved.
- 4.5 Owners and occupiers shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the Common Property or in any other way deface the Common Property.
- 4.6 The owner of the section will be responsible for the cost of cleaning and restoring Common Property parking allocated to them in case of leaks or other damage as per point 4.5 above.
- 4.7 No owner or occupier shall be permitted to dismantle, wash or effect major repairs to any vehicle on any portion of the Common Property or in the parking area.
- 4.8 The Trustees may cause to be removed or towed away, at the risk and expense of the owners of the vehicles, any vehicle parked, and standing or abandoned on the Common property without the Trustees consent.
- 4.9 Any vehicle/s which has been parked in the same place on the Common Property area for a continuous period of 7 (seven) days or longer without being removed by the owner or owner's representative, shall be deemed to be an abandoned vehicle.
- 4.10 The use of hoverboard, skateboards, roller, or blades skates, etc. on the Common Property roadways is prohibited.
- 4.11 The motor vehicle of occupants shall be parked in allocated parking bays and shall not be parked on the Common Property at any given time.
- 4.12 Vehicles may not travel at speeds more than 20km/h on any portion of the Common Property.
- 4.13 All vehicles e.g., motorboats, trailers and other similar vehicles shall not be kept on the Common Property or elsewhere in the scheme without the written permission of the Trustees first having been obtained. The Trustees may grant permission subject to such conditions as they in their absolute discretion may impose. Any permission granted by the Trustees is revocable by them at any time and in their absolute discretion.
- 4.14 Hooters shall not be sounded within the Common Property except in times of emergencies.

- 4.15 Car alarms that are triggered must be attended to immediately.
- 4.16 Vehicles that are not in operation may not be parked or left abandoned in the allocated parking bays.
- 4.17 No person shall leave a motor vehicle idling and unattended on any part of the Common Property.
- 4.18 No owner or occupier of a section shall be permitted to drive a vehicle on the Common Property or in any exclusive use area without a valid driver's license.
- 4.19 No parking bay may be enclosed with any material whatsoever.
- 4.20 No articles may be stored in the parking area.
- 4.21 Parking bays are common areas and may not be rented out by any owner.
- 4.22 Parking bays may only be used for the parking of a single motor vehicle. Exceptions need to be submitted to the trustees for approval.
- 4.23 Any vehicle parked on a parking bay which is allocated to another unit may be liable to a fine, as per the Fine Schedule attached and in accordance with the procedure set out therein.

5 LAUNDRY

- 5.1 No owner or occupier of a section shall hang any washing or laundry or any other item/s (including rugs or carpets) on any part of the Common Property or exclusive use areas to be visible from the outside of the building or from any other section.
- 5.2 Only a retractable or fold down wash line may be erected. It must be folded down when not in use.

6 SIGNS AND NOTICES

- 6.1 All signs and notices erected by the Body Corporate in the common property must be always adhered to.
- 6.2 No owner or occupier of a section used for residential purposes shall place any sign, notice, billboard, or advertisement of any kind whatsoever on any part of the Common Property or on a section or exclusive use area to be visible from outside the section. This also applies to security and "For Sale" signs.
- 6.3 Decorative house name boards and number signs are not permissible.
- 6.4 No person, other than a Trustee or a person authorised to do so by the Trustees, may move a notice board, notice, signs, or marker erected, posted, or placed in the Common Property area by the Body Corporate or other than as directed by the Council in terms of these regulations. No person may deface or otherwise interfere with that notice board, notice, sign, or marker.
- 6.5 A real estate agent's sign may only be displayed on the premises from Friday 12pm to Monday 08h30.
- 6.6 In the case of a property "on show", signs may only be erected on the actual premises of the section. Information regarding the premises on show may only be displayed for the duration of the show day and must be removed by the end of the day.

7 REFUSE DISPOSAL

- 7.1 Disposable napkins, nappies and sanitary towels or any other matter not intended for disposal via the toilet may not be flushed down the toilets. Should plumbers be called out to attend to a blockage of this nature the account would be for the occupier of the units having caused the problem.
- 7.2 Bins for the sole use of recycling have been provided. Rules pertaining to the use of these bins are available through the Estate Manager or Managing Agent.
- 7.3 No refuse may be left outside the section over weekends and on public holidays.
- 7.4 An owner or occupier of a section must place or cause to be placed any refuse in a plastic bag directly into one of the allocated bins in the bin area.
- 7.5 No objects or refuse of any nature may be thrown from balconies, patios, stoeps, windows, stairways, or any other part of a section.
- 7.6 An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 7.7 Building waste, resulting from renovations, or moving operations, must be removed by the resident concerned at his own cost, as this type of refuse will not be permitted to be deposited in the refuse bins, or on any portion of the Common Property. Cardboard cartons or packing material must be broken down prior to placement in the bins.
- 7.8 No refuse may be placed next to or on top of the bins. Any packing material must be broken into smaller portions so that it fits into the bins.

8 DISCHARGE TO SEWERAGE DISPOSAL SYSTEM

- 8.1 No person shall discharge or cause or permit the discharge into any sewerage disposal system any sewage, industrial effluent or other liquid or substance which contains any material of whatsoever nature, including oil, grease, fat, or detergents which may inhibit the unrestricted conveyance of sewage through the sewerage disposal system.
- 8.2 Disposable napkins, wet wipes and sanitary towels or any other matter not intended for disposal via the toilet may not be flushed down toilets. Should plumbers be called out to attend to a blockage of this nature the cost thereof would be for the occupier of the unit having caused the problem.

9 STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 9.1 An owner or occupier shall not store any material, or so permit or allow to be done any other dangerous act in the building or on the Common Property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.
- 9.2 No person shall store, use, or handle or permit or cause to be stored, used, or handled any flammable liquid or substance on any part of the Common Property, exclusive use area or section.
- 9.3 Flammable or other dangerous material or articles may not be brought onto the Common Property, exclusive use area or section.
- 9.4 The owner or occupier of a section must not, install a gas appliance on common property.

- 9.5 Charcoal braais are permitted in ground floor garden units provided the braai is a reasonable distance from the building and does not interfere with the units above. Unless there is a built-in braai on your balcony/patio only gas braais are permitted on first floor.

10 FIREARMS

- 10.1 No firearms, pellet guns, "catties", or bows and arrows or any other such weapons may be discharged on or over the Common Property or in any section or exclusive use area.

11 FIRE FIGHTING EQUIPMENT

- 11.1 No person shall cause or permit Fire Fighting Equipment on the Common Property to be dismantled, recharged, disconnected, serviced, or repaired or sold or any new, serviced, or repaired equipment to be installed, housed, or placed on any premises except by or under the control and supervision of a holder of a certificate of competence issued or recognized.
- 11.2 It is a criminal offence to use fire hoses for washing vehicles, watering plants, etc. Fire hoses, fire hydrants and fire extinguishers may not be tampered with and may only be used to extinguish fires.
- 11.3 The area around fire hoses must always be kept clear of any objects or obstructions to always ensure access to the emergency equipment. Nothing may be placed on or near the equipment or the area around the fire hoses. An offender may be subject to a fine as per the attached Fine Schedule and in accordance with the procedure set out therein.
- 11.4 The trustees will arrange the removal of such objects or obstructions and the owner responsible for the placement of such objects will be liable for the costs of removal.

12 NOISE

- 12.1 No owner or occupier may make, produce, or cause a disturbing noise, or allow it to be made, produce, or caused by any person, animal, machine, device or apparatus or any combination thereof. The provisions and regulations under noise control in the Environmental Conservation Act, No. 73 of 1988 and any amendment thereof must be strictly adhered to.
- 12.2 Reasonable quiet must be always maintained, at the following times as below from and to -

Sunday	21:00	Monday	07:00
Monday	21:00	Tuesday	07:00
Tuesday	21:00	Wednesday	07:00
Wednesday	21:00	Thursday	07:00
Thursday	21:00	Friday	07:00
Friday	24:00	Saturday	08:00
Saturday	24:00	Sunday	08:00

The owners of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the Common Property.

- 12.3 An owner or occupier of a section shall not:

- 12.3.1 Emit a sound, or allow a sound to be emitted, by means of a bell, siren, hooter, static alarm, whistle, loudspeaker, or similar device, if it may cause a noise nuisance.
- 12.3.2 Drive a vehicle on the Common Property in such a manner that it may cause a noise nuisance.
- 12.3.3 Discharge fireworks.
- 12.3.4 Allow an animal owned or controlled by him/her to cause a noise nuisance.
- 12.3.5 Operate or play or allow to be operated or played, a radio, television set, drum, musical instrument, sound amplifier, loudspeaker system or similar device producing, reproducing, or amplifying sound so as to cause a noise nuisance.
- 12.3.6 Cause or permit any disorderly conduct of whatsoever nature either in his section, exclusive use area and/or the Common Property.
- 12.3.7 Operate or test a vehicle, on the Common Property and or exclusive use area if it may cause a noise nuisance.
- 12.4 Mechanical maintenance work, including the use of power tools, is permitted only between the following hours: Mon-Fri 08h00 – 17h00; Sat 08h30- 13h30.
- 12.5 Where noise limits have been exceeded, an affected person must make a complaint to the Trustees and or the Managing Agent in writing. The Trustees shall act on the complaint and act against the violator in accordance with the provisions of these rules and any other law in force.
- 12.6 No diesel or petrol generators are permitted. Residents may install inverter/ battery backup for alternative power supply.

13 GARDENS

- 13.1 No plant or flower may be picked from, nor any damage caused to the garden areas on the Common Property and the natural flora and fauna (if applicable) shall not be destroyed, removed, or damaged in any way. Any owner in contravention will be liable for all costs to replace the damaged areas.
- 13.2 No person may place, store, or dump any garden refuse or allow any person to do so, on any road, verge, public or private open space or Common Property without the written approval of the Trustees having been obtained.
- 13.3 Residents may not plant anything on the common property.
- 13.4 All gardening will be done on the instructions of the trustees.

14 SOLE UTILISATION AREAS

- 14.1 The schedule of sole utilisation use areas is shown on the Sectional Title Plans.
- 14.2 The owners who have been conferred rights of sole utilisation areas shall be responsible for the full cost of maintaining and repairing these areas in a state of good repair.
- 14.3 If an owner –
 - 14.3.1 Fails to repair or maintain his section in a state of good repair as required by Section 13(1) of the Act; or

- 14.3.2 Fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment and any such failure persists for a period of 14 (fourteen) days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner/s failure to recover the reasonable cost of doing so from such owner.
- 14.3.3 Where repairs are urgent the 14-day notice period may be waived.
- 14.3.4 The cost of the repair / maintenance of the balustrades on the balconies will be split equally between the owner concerned and the Body Corporate.

15 SUPERVISION OF CHILDREN

- 15.1 Owners and or occupiers must supervise their children and the children of their visitors so that no damage or nuisance is caused to the property of other owners or occupiers and Common Property. Children may not interfere with the plants, decorations, house numbers, fire hoses and fire hose reels, exterior lighting, pool gate, pool equipment, and shall not enter an unoccupied unit, climb onto any roof of units, or complex perimeter walls or pool perimeter walls.
- 15.2 No hobbies or other activities may be conducted on the Common Property, exclusive use area or section if it would cause a nuisance to the other owners.
- 15.3 Children are not permitted to play up and down the driveways on the Common Property or play ball games in and around the Common Property in passages, the entrance area or parking areas.
- 15.4 Children are subject to the management and conduct rules, access control and security measures in the same way as adults.

16 PETS

- 16.1 An owner or occupier of a section shall not, unless the trustees have granted prior consent, keep any reptile or bird under any circumstances in a section or on common property.
- 16.2 An owner or occupier who has a disability and who requires a guide, hearing or assistance dog must still make written application to the Trustees, but in this case, Trustees may not withhold approval.
- 16.3 Any owner or occupier who wishes to keep any dog, must be a maximum 45 cm high as defined herein and may not be of an aggressive breed. The resident must make written application to the trustees prior to such animal being acquired. The application form may be obtained from the Estate Manager or Managing Agent.
- 16.4 The maximum total allowed number of any animals per unit is two. Dogs are only allowed in ground floor units.
- 16.5 Any owner or occupier must ensure that their animals as defined herein are not a disturbance to other owners or occupiers. On the receipt of written complaints by two separate owners or occupiers, in a four-month period, the trustees shall have the right to revoke such consent and request the owner to remove such animal from the complex. No dogs may be left unattended over-night to cause a nuisance. The resident must ensure the dog/s is accommodated at a kennel facility or similar if said resident is going to be away from the unit overnight.
- 16.6 Animals shall not be permitted in or around any part of the swimming pool area.

- 16.7 Owners shall accompany all pets when out on Common Property. All dogs must be on a leash when on Common Property.
- 16.8 The owner of any pet shall immediately remove any excrement deposited by such a pet in a public area.
- 16.9 Every pet shall wear a collar with a tag indicating the name, telephone number and address of its owner. This is to be done at the expense of each individual owner. The Trustees are empowered to fine the owner whose pet is found without a tag and in accordance with the procedure set out therein.
- 16.10 All animals are to be registered with the trustees and the proof of vaccinations and sterilization are to be provided to the Trustees. Vaccinations must be done every twelve months, proof of vaccinations to be forwarded to the Trustees annually.
- 16.11 An owner of a section will be held liable for any damage caused by a pet from their unit to the common property or another section.
- 16.12 The Trustees may prescribe any other conditions, as they deem necessary from time to time, for the keeping of any animals and withdraw their approval if an owner or occupier fails to adhere to the rules set out above, requesting the owner to remove the animals from the complex.

17 EMPLOYEES AND DOMESTIC STAFF

- 17.1 Any person employed by the Body Corporate is the employee of the Body Corporate and, as such, shall not undertake any errands or jobs for anyone else. The employee is answerable to the Trustees from whom all instructions should emanate unless an emergency should indicate otherwise. Should an owner or occupier have a complaint about any member of staff employed by the Body Corporate, the complaint is to be sent in writing the Trustees or Managing Agent, clearly setting out the nature of the complaint.
- 17.2 An owner or occupier of a section shall Register their domestic worker with the Trustees, prior to being engaged and should the contract between the employer and employee be terminated for whatsoever reason, it will be the responsibility of the owner or occupier to inform the Trustees and or Estate Manager or Managing Agent in writing thereof.
- 17.3 Be responsible for the activities and conduct of his domestic help and shall ensure that they understand and follow the rules, national legislation or local authority by-law which may affect the scheme.
- 17.4 Ensure that no person loiters on the Common Property or cause undue noise within the owner's section and or exclusive use area.
- 17.5 No hawkers are allowed on the Common Property.
- 17.6 All domestic staff shall be subject to such access control as may be imposed by the Trustees and strictly adhere to all security measures taken by the Body Corporate to ensure the safety of all its residents.

18 ACTIVITIES AND CONDUCT ON THE COMMON PROPERTY

- 18.1 All residents are requested to assist the Trustees in keeping the Common Property areas always neat and tidy.

- 18.2 Owners are responsible for the orderly conduct of their guests, staff and any occupier of a section and it shall be their duty to ensure that their section is not used, or allow it to be used, for any purpose, which is injurious to the reputation of the building.
- 18.3 No stones, or other solid objects, may be thrown on the Common Property.
- 18.4 No owner shall –
- 18.4.1 Use obscene, offensive, or indecent language on Common Property.
- 18.4.2 Behave in an offensive, improper, or disorderly manner; or
- 18.4.3 Wilfully or negligently do anything which may cause discomfort or inconvenience to other users of the Common Property, or are likely to disturb the peace, or obstruct or interfere with employees of the Body Corporate in the proper execution of his or her duties.
- 18.5 A person who interferes with, misuses, or damages a building structure or amenity on any part of the Common Property, or who disregards, or who is in contravention of directions as to the use of which those amenities may be put, or fails to observe the terms of notices affixed to a building, a structure or an amenity by the Body Corporate or hinders an authorized person in maintaining that building, structure or amenity in the Common Property area is guilty of an offence.
- 18.6 Should any damage whatsoever be caused to the Common Property by an owner, occupant, and/or any member of his family, and/or any of his visitors, and/or employees, contractors, their children, or visitors, and/or other invitee of such occupant, or should any such person cause the Body Corporate to suffer any loss or incur any liability to property, the owner shall forthwith reimburse the Body Corporate in full in respect of such loss or expense. Should the owner fail to repair such damage forthwith, the Trustees may cause such damage to be repaired and such owner shall reimburse the Body Corporate in full forthwith in respect of all costs and expenses arising out of or in connection therewith.
- 18.7 The two main entrance gates should only be used for vehicles entering or exiting the property. Pedestrians should only use the pedestrian gate unless there is an emergency, or the pedestrian gate is out of order.
- 18.8 Drones are prohibited from being flown in the scheme at any time.

19 POOL AREA

- 19.1 The pool area is used strictly at the user's risk and no liability of whatsoever nature will be accepted by the Body Corporate.
- 19.2 Children under the age of 16 years may not be left unattended in the pool area and must always be supervised by a competent adult.
- 19.3 The use and enjoyment of the pool and the pool area is restricted to residents only.
- 19.4 The owner or occupier of a section who has entered or used the swimming pool area shall be responsible for ensuring that the pool and surrounding area are left in a clean and tidy condition on leaving the area.
- 19.5 The owner or occupier of any section who enters, uses, or leaves the swimming pool area shall at all times keep the gate to the area securely latched.

- 19.6 No shouting, screaming or other activity, behaviour or act which can be offensive or a nuisance to the owners or occupiers of a section or to the public is permitted in the swimming pool or surrounding areas.
- 19.7 No owner or occupier of a section shall interfere with or cause to be interfered with or damage or cause or permit to be damaged or remove or cause to be removed any equipment or facilities in the pool or the surrounding area.
- 19.8 The use of inflatable equipment in the swimming pool area is strictly prohibited.
- 19.9 No nude swimming or nude sunbathing is permitted in the swimming pool or pool area.
- 19.10 No irresponsible behaviour or behaviour which can in any way endanger any person using the swimming pool is permitted.
- 19.11 Glass containers and breakable objects are not permitted in the swimming pool or pool area.
- 19.12 No alcohol consumption is permissible in the swimming pool area.

20 TENANTS AND VISITORS

- 20.1 All owners, tenants and visitors are obliged to comply with the rules.
- 20.2 The owner shall be responsible for the conduct of his visitors, his tenant and their visitors, and any breach by the tenant shall be considered as an offence by the owner. The owner has the responsibility to ensure that the tenant always complies with the rules.
- 20.3 The owner of any unit who lets his unit shall advise the Trustees of the name of the lessee and of the period of the lease and shall, at the request of the Trustee, provide the Trustees with a copy of the lease and variations thereto.
- 20.4 Short-term rentals of units such as Airbnb is not permitted. The minimum period of any lease may not be less than 6 months. Owners are not permitted to utilise their units and/or lease out their units for commercial use. Accordingly, units may not be used as a resort facility and/or a bed and breakfast or for any similar purpose.
- 20.5 Owners are prohibited from leasing out their units or permitting their units to be leased for periods shorter than six months due to the security risk it poses. Owners shall ensure that copies of any lease agreement entered are provided to the Managing agent.
- 20.6 The owner undertakes to attach a copy of these rules to the lease. The owner further undertakes that all lease/s of his units/s shall contain a term to the following effect:
- 20.7 **“The lessee acknowledges having received from the lessor a copy of the “Conduct Rules” for this Body Corporate. The lessee hereby agrees and undertakes to be bound thereby and to comply therewith in all respects.”**
- 20.8 Occupants are responsible for the conduct of their children and invitees, including their guests. Occupants shall ensure that all such persons comply with the provisions of these rules.

21 BUSINESS ACTIVITIES

- 21.1 No business, profession or trade may be conducted on the Common Property. No business profession or trade may be conducted in any unit unless it is specifically permitted in a Sectional Title Scheme, in terms of the relevant legislation, and unless the consent in writing of the trustees shall first have been obtained. The Trustees may, in their absolute discretion, revoke

such consent at any time, in which case the business activity concerned shall cease at such time as the Trustees require.

- 21.2 Auctions, tuck shops or jumble sales are strictly prohibited.
- 21.3 No advertisement or publicity material may be exhibited or distributed on the Common Property, unless on a notice board so provided.
- 21.4 Owners are prohibited from leasing out their units or permitting their units to be leased for periods shorter than six months due to the security risk to the residents.

22 EXTERNAL AND INTERNAL ADDITIONS, ALTERATIONS OR MAINTENANCE

- 22.1 No extension, alterations, or improvements to the exterior of any unit, including awnings shall be affixed or made unless the Trustees have been given full particulars thereof including plans, approved by the Municipality have countersigned such plans and have given permission in writing thereto. If such written permission is granted, it shall pertain only to the plans submitted to the Trustees for approval and no variation thereof may be affected unless the occupant shall have complied with the foregoing in respect of such variations. An application for permission to carry out such work shall be submitted to the trustees in writing and shall state the date of commencement and completion of such work.
- 22.2 With respect to alterations or improvements to the interior of any unit, no structural alterations to the water connections, electric conduits or plumbing may be affected, unless written permission to do so has been obtained from the Trustees.
- 22.3 Alterations may only be done by certified contractors and on completion of the alterations the owner has five working days to provide the Trustees with copies of the compliance certificates with regards to the alterations done. If the owner fails to provide the compliance certificates, the Trustees may arrange for these certificates at the cost of the owner concerned.
- 22.4 All security gates and burglar proofing affixed to any part of a section must comply with the following:
 - 22.4.1 Must be according to specifications laid down by the Body Corporate;
 - 22.4.2 May not be removed when moving as it forms part and parcel of the property;
 - 22.4.3 Colour – brown/black/white.
- 22.5 In the event of any internal walls being demolished, building plans by a registered architect or structural engineer must be submitted to the trustees, accompanied by a statement that the removal of such walls shall not compromise the structural integrity of the building. The trustees may appoint their own expert at the cost of the owner of the unit to review the plans and confirm that the structural integrity of the building will not be compromised.
- 22.6 Owners must ensure that an agreement in terms of Section 37(2) of the Occupational health & Safety Act, Act No. 85 of 1993 is in place with a contractor employed, prior to commencement of any work.
- 22.7 The trustees managed numerous projects to rectify some of the structural issues of the building. All the projects are covered by warranties from reputable contractors and are subject to a number of terms and conditions. It is the responsibility of owners to ensure that all planned renovations are submitted to the trustees for approval before any renovation project. If this process is not followed, the owner will be liable for any costs required to reinstate the compromised warranties.

- 22.8 No renovation work of any nature, whether of a structural nature or not, may be carried out without the written consent of the Trustees. Owners who plan to do any renovation work must provide details regarding the work to be done, the contractors who will do it, provisions for their access, any possible impact to the roof structure, plumbing, electricity, or water supplies, estimated duration of the project, provisions for cleaning and removal of refuse generated by the renovations.
- 22.9 All work carried out needs to comply with the building standards and guidelines applicable.

23 APPEARANCE FROM OUTSIDE

- 23.1 The owner or occupier of a section used for residential purposes may not place or do anything on any part of the Common Property, or exclusive use areas, including balconies, patios, and gardens that, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. Written permission is required for the installation of patio blinds and air conditioners.
- 23.2 The owner or occupier of a section used for residential purposes may not place or do anything inside any window of the section to be visible from outside the section, which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 23.3 All major windows should be covered with either curtains or blinds. Curtains and blinds should be neat and in a good condition.

24 ERADICATION OF PESTS

- 24.1 An owner must keep his section free of white ants, borer and other wood destroying insects or any other pests and to this end must permit the trustees, the managing agent, and their duly authorized agents or employees, to enter upon his section and taking such action as may be reasonably necessary to eradicate any such pests.
- 24.2 The cost of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests must be borne by the owner of the section concerned.

25 SECURITY

- 25.1 No owner or occupier of a section may do anything which might compromise the security of the complex for example, leaving an external gate open or sharing access cards or access codes with friends, family, or domestic workers.
- 25.2 Owners or occupiers of a section must co-operate in terms of any security measures which is put in place, for example, ensuring that their vehicles have an access sticker clearly displayed in front.
- 25.3 The complex is under 24-hour CCTV surveillance.

26 KEEPING OF AND SLAUGHTERING ANIMALS FOR RELIGIOUS PURPOSES

Permission from the Trustees to slaughter an animal for religious or ceremonial purposes must be in writing and must comply in terms of The City of Johannesburg Bylaws as published in the Public Health Gazette No 179 21/05/2004 and under Notice 830 as follows:

- 26.1 A person intending to slaughter an animal in any place other than a recognised abattoir must:

- 26.1.1 Notify the Council in writing, 14 days prior to the event.
- 26.1.2 Slaughter the animal in a position where the slaughtering cannot be observed by any person on a neighbouring premises or any member of the public.
- 26.1.3 Use the meat derived from the slaughtered animal solely for the purposes of the religious or ceremonial feast.
- 26.1.4 Handle the meat in a hygienic manner.
- 26.1.5 Dispose of any portions of the animal which are not used or consumed, in a manner which will not become a public health hazard or public health nuisance, and
- 26.1.6 Not keep such animal prior to the slaughtering for a period more than 24 hours.
- 26.1.7 The resident /occupier must notify the surrounding residents 14 days prior to the event taking place.

27 FINES

- 27.1 All complaints of breaches of the conduct rules must be submitted to the Trustees, in writing on the prescribed complaints form, which may be amended by the trustees from time to time. The details of the complainant will be kept confidential.
- 27.2 If the trustees of the Body Corporate believe that there is prima facie proof of the breach of the conduct rules, the trustees are authorised to immediately levy a fine on the owner in breach of the conduct rules.
- 27.3 In the event that the trustees believe that a material dispute of fact can arise between the complainant and the owner allegedly in breach of the conduct rules, the Trustees will forward a copy of the complaint to the unit against which the complaint was made.
- 27.4 Subject to Clause 27.2 above, the owner of the unit against which the complaint was lodged will be given a reasonable opportunity to respond to the complaint in writing.
- 27.5 The trustees will then decide regarding the matter and record their decision in writing, with a copy sent to both the unit that lodged the complaint as well as the unit against which the complaint was lodged.
- 27.6 A fine as per attached schedule may be applied, in the discretion of the Trustees, taking into account all the facts of the matter including the response received.
- 27.7 Repeated offences within a 3-month period will be subject to an escalated fine in accordance with the attached Fine Schedule.
- 27.8 Where the owner is held responsible for damage to the common property, the owner concerned shall be held liable for the cost of the repairs as well as a fine being imposed.
- 27.9 Fines relating to the same or similar offences may be liable to escalation of R500.00 each time.
- 27.10 A maximum of 1 fine per week may be issued to a specific unit for the same offence.
- 27.11 Fines will be reflected on the monthly levy statement of the unit who committed the breach and shall be considered as monies due and owing by such owner to the Body Corporate.

28 LEVIES AND AMOUNTS PAYABLE TO THE BODY CORPORATE

- 28.1 All levies and/or any other amounts payable to the body corporate are due and payable monthly in advance on the 1st day of every month.
- 28.2 Payment in full of the Body Corporate account must be received by the managing agent by the 7th (seventh) of every month. Any monies outstanding by an owner as from the 7th (seventh) day of each month shall bear interest at a rate of 2% (two percent) above the prime rate compounded monthly. The trustees may resolve to change this rate at any time. The BC may install prepaid electricity meters for levy defaulters after 90 (ninety) days.
- 28.3 Failure to pay levies and other service charges by the said due date will result in a fine being imposed. Any member whose account is not paid by the due date shall be sent an e-mail and/or SMS from the managing agent reminding them to settle their account. Should the member then fail to pay after this reminder, which shall be taken as a written warning, a fine will be imposed onto the levy account in the subsequent month. Such fine will continue to run monthly until such time as the account is brought up to date. The fine will be used to offset any extra administration costs associated with arrear collections.
- 28.4 Should payment not be received by the 7th (seventh) of the month; the Body Corporate will start collection proceedings against the defaulting owner. Such proceedings may include legal action being taken, the cost of which will be borne by the owner concerned on an attorney-and-own-client scale. Such cost will be debited to the levy account of the defaulting owner and collection commission expended by the Body Corporate in connection with the collection of arrear levies.
- 28.5 Interest is payable on late payments at a rate determined by the Trustees from time to time. Such interest rate is compounded and capitalised. Any payments to arrears will first be allocated against interest before being apportioned to other charges.
- 28.6 The Trustees are authorised to borrow funds against the security of levy debtors, to ensure the timeous payment by the Body Corporate of all invoices received from municipalities, local authorities, and other service providers. Such a loan facility shall never exceed in value the total amount owed by levy debtors at any point in time. Should the Trustees deem it necessary to loan any amount more than the levy debtors, whether in the form of a term loan or overdraft facility, same must be approved by a special resolution of owners, which resolution shall clearly state the maximum amount which may be loaned, as well as the time frame over which the loan shall be repaid.
- 28.7 The Trustees reserve the right to install a pre-paid meter for electricity to any section whose levy account is in arrears by more than 90 (ninety) days. Affected owners will receive notification giving 72 (seventy-two) hours to correct their arrears, failing which a pre-paid meter will be installed. Affected owners (and tenants if applicable), will then be advised of the process to purchase pre-paid electricity by the managing agent.
- 28.8 Affected owners may make application to the managing agent presenting mitigating circumstances for a pre-paid meter not to be installed, which circumstances will be presented to the Trustees for consideration and final decision. Such circumstances shall in no way interfere with any other legal action or arrear processes taken by the Body Corporate. If it is found that a pre-paid meter is tampered with, a fine will be imposed to offset any loss of income to the Body Corporate and administration/call out charges.

29 INDEMNITY

- 29.1 The Body Corporate, the Trustees and their agents and employees are indemnified from all claims arising because of the reasonable exercise of any rights granted in terms of these rules.

- 29.2 The Body Corporate, the Trustees and their agents and employees shall not be liable for any injury or loss or damage or any description which an owner or occupier of a section of an owner of his family, or his staff, or friend, acquaintance, visitor or guest may sustain, physically or to his or their property, directly or indirectly, if or about the Common Property, its amenities or in the individual units by reason of any defect in the Common Property, its amenities or in the individual units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.
- 29.3 Right of admission to the Body Corporate is always, reserved.

30 INTERNAL DISPUTE RESOLUTION AND CSOS

- 30.1 Any dispute between the body corporate and an owner or between owners arising out of or in connection with or related to the Act, these rules, save where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these rules.
- 30.2 If such a dispute arises, the aggrieved party shall notify the other interested party or parties in writing and copies of such notification shall be served on the trustees and the managing agents, using the internal dispute form, which may be amended by the trustees from time to time.
- 30.3 If the internal dispute process fails to resolve the matter, the owner may lodge the dispute with CSOS, attaching proof of the internal conciliation process followed and the outcomes of the internal dispute process.

Schedule A – Fine Schedule

Section	Description	First Offence	Repeated Offence or First Offence but Severe in nature
Motor and other vehicles	Illegally parked	R500	R1000
	Washing in parking area	R250	R500
	Repairing on common property	R500	R1000
	Skateboards, roller skates used on the common property	R250	R500
	Exceeding speed limit of 10 km/h or driving recklessly on common property	R500	R1000
	Parking or storing anything but a single vehicle in parking area or on common property	R500	R1000
	Sub-letting a parking space allocated to a unit	50% of rental for period	100% of rental for period
Laundry	Laundry visible from another section or the common property	R250	R500
	Brooms or buckets left on the common property or exclusive use areas where it is visible from another section or the common property	R250	R500
Signs and notices	Illegal signs put up	R300	R500
	Legal signs put up without prior permission	R300	R500
	Signs defaced, damaged, or removed	R500	R1000
Refuse disposal	Refuse placed on top of or next to bins instead of inside of bins	R250	R500
	Illegal dumping of building, garden, packaging, or other material	R500	R1000
	Littering	R1000	R2000
Discharge into sewerage disposal system	Affecting the drainage or sewerage system through illegal materials put down the drains or toilets	R1000	R2000

Firefighting equipment	Interfering with Firefighting equipment	R1000	R2000
	Illegal use of Firefighting equipment	R1000	R2000
	Signs defaced, damaged, or removed	R500	R1000
Smoking	Smoking in non-smoking areas	R500	R1000
Noise	Noise from any source or cause resulting in a disturbance of the peaceful enjoyment of a section or the common property by any other resident	R500	R1000
Pets	Pets kept without prior written permission from the Trustees	R500	R1000
	More than the maximum pets allowed		R1000
	Pets who are not spayed	R500	R1000
	Pets without a vaccination certificate	R250	R500
	Pets roaming in the common property or entering another section	R500	R1000
	Pets without a tag	R250	R500
	Pets creating a disturbance	R500	R1000
	Pets' excrement not picked up immediately	R250	R500
Activities and conduct on Common Property	Wilful damage to common property	R1000	R2000
Motor gates	Pedestrian using a motor gate	R250	R500
Pool area	Lack of adult supervision of children younger than 16 years	R500	R1000
	Allowing non-residents to make use of the pool and pool area	R500	R1000
	Leaving the pool gate open	R1000	R2000
	Illegal objects into the pool	R500	R1000
	Disruptive behaviour or endangering others in and around the pool	R500	R1000
Tenants and visitors	Short-term rentals of less than 3 months	R1000	R2000
Business activities	Business activities performed	R1000	R2000
	Auction or jumble sale	R500	R1000
	Distribution of advertising material apart from the Notice Board	R300	R600

External and internal additions, alterations, or maintenance	Renovations done without informing the Trustees prior to commencement	R250	R500
Security	Not reporting a lost tag or remote	R250	R500
	Leaving any of the pedestrian gates open	R1000	R2000