

THE BODY CORPORATE OF
THE LODGES

SECTIONAL TITLE SCHEME

SS No. 284/2006

CONDUCT RULES

Version 2.3

*in terms of section 10(2)(b) of the Sectional Title Schemes Management Act,
No 8 of 2011*

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1. AMENDMENT

The body corporate may substitute, amend, repeal, or add to the Conduct Rules subject to and in accordance with the provisions of section 10 of the Act.

2. BINDING NATURE

The owner of a section and exclusive use area must take all reasonable steps to ensure compliance with these conduct rules by any tenant or other occupant of his section or exclusive use area, including by the family members, guests, visitors, agents, domestic employees, workers, contractors, service providers or other invitees of the owner, the tenant or of the other occupant of his section or exclusive use area.

3. INTERPRETATION

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

'Act' means the Sectional Titles Schemes Management Act, 2011 (Act 8 of 2011) as amended from time to time, and any regulations made and in force thereunder.

'agent' means an estate agent or letting agent appointed by or on behalf of the owner of a section.

'body corporate' means the body corporate of The Lodges sectional title scheme, SS No. 284/2006.

'building' means a building in the scheme.

'common property', in relation to the scheme, means the land included in the scheme and such parts of the building or buildings as are not included in a section.

'Community Schemes Ombud Service Act' means the Community Schemes Ombud Service Act, 2011 (Act No. 9 of 2011), as amended from time to time, and any regulations promulgated thereunder and in force.

'contractor' means any artisan, builder, electrician, plumber or other person appointed by an owner or occupier to perform work to his section and/or the common property, including the workmen, employees, sub-contractors, suppliers and other service providers of the contractor.

'design guidelines' means the design guidelines for buildings, improvements, structures and alterations as may be prepared by the trustees in terms of these rules.

'directives' means any directives issued by the trustees in respect of these rules.

'exclusive use area' means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections.

'invitees' means the family members, children, guests, visitors, agents, domestic employees, workers, contractors, agents, service providers or other invitees of the owner or occupier of a section or exclusive use area.

'minor alterations' means alterations made to or attachments, additions or devices attached to the common property or to the outside of a building undertaken by or on behalf of an owner or occupier of a section in terms of these rules.

'Municipality' means the City of Cape Town and its successors in title or assigns.

'occupiers' means the owners or tenants occupying the section together with their family members and other co-occupants and any other occupants of the section.

'owner' means the registered owner of a unit in the scheme.

'prescribed complaint form' means the complaint form contained in annexure 4 to the regulations under the Act, as may be amended from time to time, a copy of which is available from the trustees or the managing agent.

'renovations' means refurbishment of the interior of a section, including the replacement, removal or creation of internal fittings such as kitchen- and other cupboards, sanitary ware and floor coverings and the installation or amendment or replacement of any gas installation undertaken by or on behalf of an owner or occupier of a section in terms of these rules.

'scheme' means the scheme known as the Lodges sectional title scheme, SS No. 284/2006.

'section' means a section shown as such on the sectional plans of the scheme.

'Sectional Titles Act' means the Sectional Titles Act, 1986 (Act No. 95 of 1986), as amended from time to time, and any regulations promulgated thereunder and in force;

'structural alteration' means an alteration to a structural part of a building or to a service installation in respect of a building or the construction of a building or building improvement in respect of a section and/or the common property and the following shall be regarded as a structural alteration:

- (a) an alteration to the foundation, slab, floor, wall, ceiling or roof of a building or part thereof;
- (b) an alteration to the door, door frame, window or window frame of a building or part thereof;
- (c) the enclosing or partial enclosing of a stoep or balcony;
- (d) an alteration to, or renewal of, the hot-water installation (geyser), or the pipes, wires, cables, or ducts in respect of a section and/or the common property;
- (e) the extension of the boundaries or floor area of a section;
- (f) the subdivision of a section or the consolidation of two or more sections;
- (g) the destruction of a section or a part thereof.

'tenant' means the lessee or tenant renting a section in the scheme.

'these rules' means these conduct rules.

'trustees' means the trustees of the body corporate from time to time.

'unit' means a section and an undivided share in the common property apportioned to the section in accordance with the participation quota of the section.

3.2 In the interpretation of these rules:

3.2.1 the headings of rules must not be taken into account.

3.2.2 words and expressions to which a meaning has been assigned in the Act, the management rules and/or these rules shall bear the meaning so assigned to them.

3.2.3 Words importing:-

(i) the singular must be interpreted to include the plural, and the plural to include the singular; and

(ii) any one gender must be interpreted to include all other genders; and

(iii) a reference to natural persons shall also include partnerships, trusts and juristic persons and the converse shall also apply.

3.2.4 when any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

3.2.5 if any provision in a definition in these rules is a substantive provision conferring rights or imposing obligations on any of the owners or occupiers then, notwithstanding that it is only in the definition clause of these rules, effect shall be given to it as if it were a substantive provision in the body of these rules.

3.2.6 the *contra proferentem* rule shall not be applied.

4. DIRECTIVES

4.1 The trustees may from time to time issue directives in respect of these rules to disclose information with reference to these rules and for the practical application of the rules. The directives may contain the application forms prescribed by the trustees in respect of these rules, the conditions imposed by the trustees in terms of these rules, and any other information which the trustees want to disclose to the owners and occupiers with reference to these rules.

4.2 The trustees are not authorised to amend or create new conduct rules through their issuing of directives. A directive may not be in conflict with any management rule or conduct rule.

5. DESIGN GUIDELINES

- 5.1 The trustees may compile design guidelines for the body corporate to control the design, structure, finishes and appearance of the buildings, building improvements and structures on the land and any minor alterations or structural alterations thereto in terms of these rules.
- 5.2 The design guidelines may contain specifications and sketch plans or architectural drawings to ensure the uniformity of construction of the buildings, building improvements, structures and other alterations.

6. PROHIBITION AGAINST THE KEEPING OF ANIMALS, REPTILES OR BIRDS

- 6.1 No owner or occupier shall keep any animal, reptile or bird in a section or on the common property, subject to the exception specified in sub-rule 7.2 below.
- 6.2 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog (service dog) must be considered to have the trustees' consent to keep that service dog in a section and to accompany it on the common property, provided that the owner or occupier must register the service dog with the trustees before taking occupation of a section and must provide the trustees with all the documentation and information as required by the trustees.
- 6.3 The trustees may provide for any reasonable condition in regard to the keeping of a service dog in a section or on the common property.
- 6.4 Except for service dogs, invitees are not allowed to bring any other animals, reptiles or birds onto the land comprising the scheme, except in a vehicle which is temporarily on the common property, to collect people or allow them to disembark.
- 6.5 The feeding of squirrels, guinea-fowls, geese and pigeons is prohibited on the common property.

7. REFUSE AND WASTE DISPOSAL

- 7.1 An owner or occupier must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 7.2 An owner or occupier must-
- 7.2.1 ensure that refuse is securely wrapped in suitable, strong refuse bags before being deposited into a refuse bin in the refuse area designated by the trustees;
 - 7.2.2 in the case of tins or other containers, ensure that they are completely drained, before being deposited into a refuse bag;
 - 7.2.3 for the purpose of having refuse removed, place his refuse bags in the refuse bins in the refuse area designated by the trustees;
 - 7.2.4 ensure that he does not, in disposing of refuse, do something which may adversely affect the health, hygiene or comfort of the owners or occupiers of other sections;

- 7.2.5 support any recycling initiative that may be introduced by the Municipality and/or the trustees, by placing all recyclable refuse in the containers that may be provided for this purpose.
- 7.3 No refuse bags or refuse bins may be placed or left on the common property contrary to sub-rule 7.2. In particular an owner or occupier must not deposit, throw, or permit or allow to be deposited or thrown, on any part of the common property or the outside of a building any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. Cigarette ends and other litter may not be thrown from any balcony or window. Unwanted mail may not be discarded on any part of the common property. Rubbish of any nature must not be brushed down storm water drains.
- 7.4 An owner or occupier must-
- 7.4.1 dispose of their garden refuse, building rubble and unwanted furniture, equipment and other items which are not collected by the Municipality, themselves;
- 7.4.2 dispose of toxic, combustible or other flammable material this material outside of the premises of the scheme in a safe manner and according to the law.

8. VEHICLES

- 8.1 An owner or occupier of a section shall park or stand his vehicle in the exclusive use area, parking area owned or rented by him and may allow his invitee to park a vehicle in such parking area.
- 8.2 The owner or occupier of a section must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that section or a parking bay allocated for a visitors' parking.
- 8.3 A consent under sub-rule 8.2 must state the period for which it is given.
- 8.4 Owners and occupiers and their invitees may temporarily park their vehicles on the designated visitors' parking bays, subject to compliance with the reasonable conditions imposed from time to time by the trustees.
- 8.5 No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property, without the written consent of the trustees.
- 8.6 The trustees may cause a vehicle, which is parked, standing or abandoned on the common property without the trustees' consent or in contravention of these rules, to be removed or towed away, or the wheels of the vehicle to be clamped. The trustees may further determine a reasonable penalty, which is to be paid for the release of a vehicle, to recover the costs of the process.
- 8.7 Damaged vehicles and vehicles that are not in general use or that are not roadworthy may not be parked or left on an exclusive use area or on any portion of the common property, without the prior written consent of the trustees, and subject to compliance with the time period and other conditions imposed by the trustees.

- 8.8 Owners and occupiers must ensure that their vehicles and the vehicles of their invitees do not drip or spill fuel, oil or brake fluid onto an exclusive use area or onto any other part of the common property or impair or deface the clean appearance of the common property in any other manner.
- 8.9 No owner or occupier of a section shall be permitted to dismantle or effect major repairs to any vehicle or service any vehicle or part of a vehicle in his section, on his exclusive use area or on any portion of the common property. Only emergency repairs to vehicles may be done. This does not include jumpstarting a vehicle, or replacement of batteries or battery fluid.
- 8.10 Owners and occupiers shall not leave obstructions to the vehicular- or pedestrian traffic on the common property. No vehicle may be parked in a manner which causes obstruction or impedes the movement of vehicles to or from parking bays.
- 8.11 All vehicles travelling on common property are limited to a speed of 15 kilometres per hour. No person may drive a vehicle on the common property in a manner which is considered to be dangerous, reckless or negligent manner in the opinion of the trustees. All drivers must observe the road signs and keep proper lookout for other vehicles, pedestrians and children. No vehicle may be driven on the common property by any person who does not possess a valid driver's license.
- 8.12 Vehicles must be driven as quietly as possible on the common property. Hooters or similar audible warning devices (excluding alarms and immobilisers) may not be used on the common property, except in the event of an imminent danger or in an emergency. Vehicle radios or music systems may not be used on the common property so as to be audible outside the vehicle concerned. Alarms and immobilisers may not cause an undue disturbance to owners or occupiers of sections. No excessive revving of vehicles is allowed, and no loud music may emanate from a vehicle, and the hooters of vehicles shall not be sounded on the common property or at the gate, other than in emergencies.
- 8.13 No person may reside or sleep in any vehicle parked on any part of the common property.
- 8.14 The parking and driving of a vehicle on the common property shall be at the risk and responsibility of the driver of the vehicle and/or the owner of the vehicle. The body corporate, the trustees, employees, agents and contractors of the body corporate shall not be liable for any loss or damage of whatsoever nature that the driver and/or the owner of the vehicle, or any other person, may suffer as a result of a vehicle having been parked or driven on the common property.

9. MINOR ALTERATIONS, RENOVATIONS AND STRUCTURAL ALTERATIONS

- 9.1 An owner must not, without the written consent of the trustees, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property or of the outside of the building.

- 9.2 An owner must obtain the prior written consent of the trustees, which approval must not be unreasonably withheld, to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, and provided that the device or screen must be soundly built and must be consistent with the design, colour, style and materials approved by the trustees.
- 9.3 An owner must not construct or install or attach any radio aerial, television aerial, satellite dish, communication equipment, glass panel, photovoltaic panel, solar panel, panel of a solar geyser, air conditioner, solar heating system, blind, shade cover, canopy, awning or any other attachment, addition or device to or on any part of the common property or any part of the exterior of a building without the prior written consent of the trustees, and subject to their approval of the nature, design, and the manner and place of installation, of the attachment, addition or device.
- 9.4 To obtain the written consent of the trustees in terms of sub-rules 9.1, 9.2 or 9.3 for minor alterations, the owner must apply to the trustees in writing. The application must be accompanied by sufficient sketch plans, architectural drawings and specifications explaining the nature, design, shape, size, material, colours and place of installation of the proposed alteration, attachment, addition or device.
- 9.5 The trustees may grant their written consent for minor alterations, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent. The owner must confirm his acceptance of the conditions attached to the consent of the trustees and must undertake to comply with the provisions of the conduct rules of the body corporate.
- 9.6 An owner must repair and maintain all minor alterations constructed, installed or attached in respect of his section and/or the common property in a state of good repair at his own expense. An owner must repair and maintain his section (including the pipes, wires, cables and ducts situated within the boundaries of his section and used in connection with the enjoyment of his section) in a state of good repair as envisaged by the Act. An owner must take precautions to prevent blockages and obstructions from occurring in the drainage pipes in respect of his section.
- 9.7 An owner or occupier must not proceed with renovations to his section without prior written notice to the trustees of the renovations proposed by him. The owner or occupier must provide the trustees specifications, time frame, a sketch plan of the proposed renovations and such other information and documentation as required by the trustees.
- 9.8 An owner must not construct structural alterations to his section or to the common property, without the prior written consent of the trustees and provided that the building plans for the structural alterations has been approved by the trustees and by the Municipality, where applicable.

- 9.9 To obtain the written consent of the trustees in terms of sub-rule 9.8 for structural alterations, the owner must apply to the trustees in writing. The application must be accompanied by sufficient architectural drawings or plans and specifications of the proposed structural alterations.
- 9.10 Upon receipt of an application for approval of structural alterations, the trustees must consider the application and must advise the owner or applicant, should they require any further documentation or information. If considered necessary by the trustees, they may request the owner to furnish them with a report from a structural engineer advising that the proposed structural alterations will not detrimentally affect the structural integrity of the building or a report from another professional consultant. If considered necessary, the trustees may consult with an architect, engineer, legal advisor or other professional consultant regarding the proposed structural alterations and recover the costs of the consultation from the owner of the section, provided that the consultation is arranged with the prior knowledge and approval of the owner.
- 9.11 The owner must, where applicable, furnish the trustees with any additional documents and information required by them. The owner must, where applicable, and if required by the trustees furnish the body corporate with a report from a structural engineer or other professional consultant with regard to the proposed structural alterations.
- 9.12 The owner must, if required by the trustees, pay a deposit in the amount determined by the trustees to the body corporate before work commences, which must be retained by the body corporate until completion of the work to the satisfaction of the trustees, subject to deductions that may be made for damages, costs, and other charges in terms of these rules.
- 9.13 The owner must, where applicable, pay reasonable scrutiny fees required by the architect appointed by the trustees to scrutinise the drawings or plans on behalf of the body corporate.
- 9.14 The trustees may grant their consent for structural alterations, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent. The owner must confirm his acceptance of the conditions attached to the consent of the trustees and must undertake to comply with the provisions of the conduct rules of the body corporate.
- 9.15 Once the trustees have approved the building plans for the structural alterations, the owner must, where applicable, submit building plans to the Municipality for approval. After approval of the building plans by the Municipality, the owner must submit a copy of the approved building plans to the trustees.
- 9.16 If required in terms of the Act or the management rules, the owner must obtain an authorising resolution of the members of the body corporate in respect of the structural alterations. The authorising resolution may be subject to reasonable conditions imposed by the members of the body corporate.

- 9.17 Should any work commence before the trustees have granted their consent or prior to approval of the building plans by the Municipality, or should the scope of work be materially changed, the trustees may instruct the owner or his contractors to stop with construction, until authorisation to continue with construction has been granted by the trustees.
- 9.18 The owner or his contractors must in respect of the construction of the structural alterations not deviate from the approved building plans, without the written consent of the trustees and the approval of the Municipality. Should the scope of any structural alterations materially deviate from any consent granted or approved building plans, the owner must forthwith notify the trustees and submit a revised application and building plans for consideration by the trustees.
- 9.19 Upon completion of construction of the structural alterations the owner must if required in terms of the Sectional Titles Act, instruct a land surveyor to prepare an amending sectional plan and an attorney to attend to registration of the amending sectional plan in the Deeds Registry. The owner must provide the trustees with a copy of the registered sectional plan.

10. PROVISIONS APPLICABLE TO ALL MINOR ALTERATIONS AND STRUCTURAL ALTERATIONS

- 10.1 The owner must comply with the following provisions in respect of all minor alterations and structural alterations undertaken in terms of these rules:
- 10.1.1 The owner must comply with the relevant provisions of the Act, the management rules, the conduct rules, the design guidelines and the conditions imposed by the trustees and/or by the members of the body corporate.
- 10.1.2 If required, a deposit in the amount as determined from time to time by the trustees must be paid to the body corporate before work commences. The deposit shall be retained by the body corporate until completion of the work to the satisfaction of the trustees, subject to deductions that may be made for damages, costs, and other charges in terms of these rules.
- 10.1.3 The owner must engage suitably qualified or experienced contractors, especially in respect of plumbing-, electrical and waterproofing work, and/or suitably qualified or experienced architects, builders and/or structural engineers in respect of the proposed structural alterations.
- 10.1.4 The owner or his contractors must take out a "Contractor Liability and All Risk Insurance" for the duration of construction of the structural alterations and must ensure that the necessary Professional Indemnity Cover is in place to protect the owner and the body corporate against the risk of Defective Workmanship, Material or Design. The owner must advise the body corporate's insurers of the proposed alterations, before the work commences.

- 10.1.5 The provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), the National Building Regulations and Building Standards Act, 1977 (Act No. 93 of 1977), any the by-laws of the Municipality and any other applicable legislation or regulations, inclusive of fire prevention, must be adhered to and the safety of other owners or occupiers and invitees must not be compromised.
- 10.1.6 The owner must ensure that the structural integrity of the building is not compromised.
- 10.1.7 The owner must ensure that the harmonious appearance of the buildings is not compromised. All doors, windows and other external fittings being installed must conform in outward appearance to, or be of a similar standard and appearance as, such items generally installed elsewhere in the buildings.
- 10.1.8 All work must be performed between 08h00 to 18h00 on Mondays to Fridays, but not on Saturdays, Sundays or on public holidays. No work may be performed outside these hours and no contractors are permitted to be present on the common property outside these hours, except in the event of emergency repairs or if specifically authorised by the trustees in writing.
- 10.1.9 The common property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds.
- 10.1.10 The electricity supply of the body corporate may only be used with the consent of the trustees and subject to payment of the costs of such usage.
- 10.1.11 The work must be completed as soon as possible within the timeframe specified by the trustees, if any.
- 10.1.12 The work must be performed with the minimum of discomfort, disturbance, obstruction or nuisance to other owners or occupiers.
- 10.1.13 The owner must ensure that his contractors and/or other workers comply with the provisions of these rules.
- 10.2 The owner who undertakes minor alterations or structural alterations to a section and/or to the common property as envisaged in these rules, shall be responsible to the body corporate and to other owners or occupiers of sections, as the case may be, for his acts and omissions and as well as for the acts or omissions of his contractors.
- 10.3 The owner who undertakes minor alterations or structural alterations to a section and/or to the common property as envisaged in these rules, shall be held legally and financially liable to an owner or occupier of a section and/or to the body corporate, as the case may be, for any damage or defects, structurally or otherwise, caused by him and/or by his contractors to a section, exclusive use area, and/or any other property of an owner or occupier and/or to any part of the common property, and/or to any machinery, fixtures, fittings, equipment, appurtenances or service installation and/or to any other property of the body corporate.

- 10.4 The owner who undertakes minor alterations or structural alterations to a section and/or to the common property as envisaged in these rules, hereby indemnifies the body corporate, the trustees and the managing agent against all damages caused by him or his contractors and from any defects and any claims arising directly or indirectly from any work undertaken by him or his contractors to the section and/or the common property in terms of these rules.
- 10.5 Once construction of the alterations have been completed, the owner must notify the trustees, who must arrange for an inspection of the common property and the alterations before refunding the deposit (without interest) to the owner, but subject to any deductions that may be made for costs and damages in terms of these rules.
- 10.6 The trustees may utilise the deposit paid by the owner to defray the costs of repairs of any damage or defects referred to in sub-rule 10.3 and 10.4. The trustees may also utilise the deposit paid by the owner to defray any other costs or other charges incurred by the body corporate directly or indirectly by reason of the alterations done by the owner.
- 10.7 The provisions of these rules may, where applicable, also be applied *mutatis mutandis* (with the necessary changes having been made) to occupiers of sections undertaking alterations in terms of these rules with the written approval of the owner of the section. No occupier may apply to the trustees for their written consent for minor alterations or structural alterations without the written approval of the owner of the section.

11. APPEARANCE OF SECTION AND EXCLUSIVE USE AREA

- 11.1 An owner or occupier of a section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it.
- 11.2 An owner or occupier of a section must not, without the trustees' written consent:
- 11.2.1 erect washing lines on the common property;
 - 11.2.2 hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme;
 - 11.2.3 keep the front doors of sections open.
- 11.3 An owner or occupier must not, without the trustees' written consent display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme. The external signage must comply with the reasonable conditions imposed from time to time by the trustees with regard to size, appearance, contents and placement and with the approved signage requirements of the Municipality.
- 11.4 The trustees may attach reasonable conditions to their consent referred to in sub-rules 11.1, 11.2 or 11.3 above.

- 11.5 Laundry may be hung on the washing lines in the area designated by the trustees provided that the laundry is removed immediately when it is dry to make space for others to use the washing lines. The washing lines in the designated areas may not be used for the purpose of hanging laundry or washing for any persons who are not occupiers of sections in the scheme.
- 11.6 Owners and occupiers shall ensure that their sections are provided with adequate curtaining or blinds on all windows. All curtains, linings and blinds which are visible from the outside of the section must be of a white, shade of white or of a neutral colour. Curtains or blinds may not be permitted to bellow in the wind through an open window. Curtains or blinds may only be opened if a net curtain of white, shade of white or neutral colour is installed to prevent the interior of the section from being visible from the outside or from another section.
- 11.7 No tinting of glass facing onto the common property is permitted without the prior written consent of the trustees. Only curtains or blinds may be used as window coverings and no tinted foil, sheets, towels or the like will be permitted.

12. STORAGE OF FLAMMABLE MATERIALS AND OTHER DANGEROUS ACTS

- 12.1 Subject to sub-rule 12.2, the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
- 12.2 This rule does not apply to the storage of fuel or gas in —
- 12.2.1 the fuel tank of a vehicle, boat, generator or engine; or
 - 12.2.2 a fuel tank or gas cylinder kept for domestic purposes in a ventilated store room or otherwise kept in compliance with any applicable legislation and regulations.
- 12.3 An owner or occupier shall not store any material, or do or permit or allow to be done, any other act in a 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 or which will or may lead to the insurance policy of the body corporate being suspended or cancelled or rendered void. If an owner or occupier contravenes this rule, the owner shall be liable to the body corporate for any damages arising from such contravention.
- 12.4 All owners making use of gas stoves, ovens, fire places or geysers must be in possession of a gas certificate, a fire extinguisher and other safety items as may be stipulated in terms of the applicable legislation or by-laws.
- 12.5 Owners and occupiers must adhere to the emergency plan, in respect of the buildings as may be implemented by the trustees. All evacuation routes must remain accessible and unobstructed at all times and fire escapes and stairs must be kept clear and free of any obstruction. Any parking bays for emergency vehicles and access to hydrants must remain clear at all times.

- 12.6 Fire safety equipment may only be used in an emergency to extinguish a fire or in a fire practice drill organised by the trustees. An owner or occupier shall not under any circumstances, except in the case of fire, break the seal on any of the fire hoses on the common property. Any person found tampering with or breaking the seal on a fire hose or in any way using a fire hose for any other purpose other than that for which it is intended, will be liable for the costs to have the fire hose resealed or otherwise repaired or replaced.
- 12.7 No open fires may be lit on the common property or on any balcony, except within the swimming pool area.

13. SALE AND LETTING OF SECTIONS AND RELATED MATTERS

- 13.1 An owner must notify the trustees or managing agent of any change of ownership or occupancy in his section and of any mortgage concluded in respect of his section and must provide the trustees or managing agent with all the information and documentation required by them. The trustees must in terms of the management rules maintain a list of owners and tenants with their full names, identity numbers or, in the case of non-South African citizens, their passport numbers, section addresses and mailing addresses, telephone numbers, email- or other electronic addresses.
- 13.2 Upon the conclusion of an agreement of sale of a unit or upon the other alienation of a unit, and when any such details changes, the owner must provide the trustees with the following particulars and information as may be applicable:
- 13.2.1 the particulars and new contact information of the owner;
 - 13.2.2 the particulars and contact information of the purchaser or the other transferee of the section;
 - 13.2.3 any further information and documentation required by the trustees.
- 13.3 All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 13.4 An owner who lets a section must comply with the following provisions and must ensure compliance thereto by his letting agent, if he has appointed a letting agent:
- 13.4.1 A written agreement must be concluded between the owner and the tenant or other occupier;
 - 13.4.2 A copy of the conduct rules must be incorporated into the agreement as an annexure thereto and as a term of the contract;
 - 13.4.3 In terms of the agreement, the tenant and other occupiers must be obliged to comply with the provisions of the conduct rules.
- 13.5 Upon concluding lease agreement in respect of his section, the owner must provide the trustees with the following information and any further information or documentation required by the trustees:

- 13.5.1 the particulars and new contact information of the owner;
 - 13.5.2 the particulars and contact information of the tenant and other occupiers of the section;
 - 13.5.3 any further information and documentation required by the trustees.
- 13.6 The owner must provide the purchaser, tenant or other occupier of his section with a copy of these rules at his own expense.
- 13.7 No section may be let for a period of less than six consecutive months, without the prior written consent of the trustees. To retain the residential nature of the building no section may be used for the purpose of Airbnb or short-term rental to provide accommodation for transient guests on holiday or on business trips, without the prior written consent of the trustees and subject to the approval of the Municipality.
- 13.8 In this rule the reference to letting or a lease agreement includes any other arrangement whereby a right of occupancy is granted to another person or entity. A reference to a tenant shall similarly include any other person or entity receiving a right of occupancy in terms of such arrangement.

14. USE AND OCCUPANCY OF SECTIONS

- 14.1 Owners and occupiers shall primarily use their residential sections for residential purposes and not for any professional, commercial or industrial purposes whatsoever. No business, trade or industry may be conducted in any residential section or on the common property.
- 14.2 An owner or occupier must not contravene the provisions of any:
- 14.2.1 law or by-law relating to the use of a section or an exclusive use area; or
 - 14.2.2 conditions of license relating to use of the building or the common property, or the carrying on of a business in the building; or
 - 14.2.3 conditions of title applicable to sections or exclusive use areas.
- 14.3 Except with the prior written consent of the trustees, and subject to compliance with the conditions imposed by the trustees, no owner or occupier shall allow more persons (including children) to reside in a section at any one time than as set out below:
- 14.3.1 1 (one) person in respect of a bachelor's apartment;
 - 14.3.2 2 (two) persons in respect of a one-bedroom unit;
- 14.4 For the purpose of sub-rule 14.3, a person who regularly sleeps in the residential section shall be deemed to reside in the section. For the purpose of sub-rule 14.3, a section shall consist of the number of bedrooms as indicated on the approved building plans.
- 14.5 No person may reside in a section, exclusive use area or other part of the common property, other than in a section intended for residential purposes.

- 14.6 No auction, or similar sale or exhibition, shall be held in a section or on the common property, without the prior written consent of the trustees.

15. ERADICATION OF PESTS

- 15.1 An owner or occupier must keep his section and exclusive use area free of wood destroying insects, including white ants and borer beetles. An owner or occupier must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials. An owner or occupier must also keep his section and exclusive use area free of cockroaches and rodents.
- 15.2 The body corporate must recover the costs of the inspection and replacement referred to in sub-rule 15.1 from the owner of the section

16. USE OF COMMON PROPERTY, FACILITIES AND EQUIPMENT OF THE BODY CORPORATE

- 16.1 An owner or occupier must use and enjoy the common property and facilities of the body corporate in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other owners or other persons lawfully on the premises.
- 16.2 An owner or occupier must exercise proper care so as not to cause damage to the common property, or the plant, machinery, fixtures and fittings used in connection with the common property or to any plant, shrub or tree or to any property of the body corporate, movable or immovable.
- 16.3 Owners and occupiers shall comply with the reasonable conditions imposed from time to time by the trustees in their directives in respect of the use of the common property and facilities.
- 16.4 No material may be stored in electrical distribution cupboards and fire extinguisher storage cupboards.
- 16.5 No owner or occupier may use any fire hydrant or fire hose for any purpose other than extinguishing fires or fire prevention. In particular no owner or occupier shall use a fire hose to wash a vehicle on the common property or to water any garden.
- 16.6 An owner or occupier must adhere to all water restriction measures, implemented from time to time by the trustees and/or by the Municipality.
- 16.7 No owner or occupier may interfere in the operation of the irrigation system.
- 16.8 Gardens which form part of the common property must be maintained by the body corporate. Owners or occupiers may not trim, prune, remove, move or transplant or in any other way interfere with, the trees, plants, shrubs or flowers on the common property, without the authorisation of the trustees or the caretaker.
- 16.9 No owner or occupier may damage or attempt to circumvent the electrified fence.

- 16.10 No owner or occupier may interfere or tamper with the television installations, electricity boxes, housing meters, or electricity supply of the body corporate.
- 16.11 No braai equipment, bicycles or other items may be left in any passage or on any part of the common property.

17. USE OF SWIMMING POOL AND BRAAI FACILITIES

- 17.1 The swimming pool and braai area shall be used at the sole risk of the user, and in the case of minor children at the risk of their parents. Children may use the swimming pool with the consent of and at the risk of their parents, or of the adult(s) responsible for them, and the body corporate accepts no responsibility for them.
- 17.2 Owners and occupiers may make use of properly built barbeque equipment, including Weber type braais, and gas braai devices to braai at the swimming pool area subject to compliance with the reasonable conditions imposed from time to time by the trustees.
- 17.3 Owners and occupiers shall comply with following rules and with the reasonable conditions imposed from time to time by the trustees in respect of the use of the swimming pool and/or braai facilities:
 - 17.3.1 Children under the age of 12 (twelve) years must be under supervision of a responsible adult at all times when in the swimming pool area.
 - 17.3.2 The swimming pool shall primarily be for the use of owners and occupiers of sections, and a maximum number of five (5) guests per section may accompany an owner or occupier to the area at any specific time.
 - 17.3.3 Owners, occupiers and their guests shall use and enjoy the swimming pool area in such a manner as not to unreasonably interfere with the use and enjoyment thereof by other users.
 - 17.3.4 The swimming pool and swimming pool area may be used between 07h00 and 22h00.
 - 17.3.5 The gate to the swimming pool must be left closed at all times.
 - 17.3.6 Persons using the swimming pool must be suitably clothed in swimwear.
 - 17.3.7 No jumping into, diving into or general rowdiness are allowed around in the swimming pool area. No rough or violent games may be played inside the swimming pool. Any games or activities causing a disturbance to, or endangering any other users of the swimming pool, are strictly forbidden.
 - 17.3.8 The use of glass and/or glass within the swimming pool area and braai area is prohibited. No solid objects may be tossed into the swimming pool.

- 17.3.9 No parties, drinking or unruly behaviour is permitted in the pool area. No person under the influence of alcohol or drugs may be allowed to enter the pool area.
- 17.3.10 Any noise at the pool area must be kept to a minimum. Radios, cassette players, compact disc players and similar items may not be used in the pool area unless earphones are used. No music or musical instruments may be played at the pool area, unless specifically authorised by the trustees in writing.
- 17.3.11 After use, the swimming pool area and braai area must be left in a clean and neat condition. Litter and refuse (including cigarette butts) must be deposited in the containers provided for this purpose.
- 17.3.12 No swimming pool equipment may be moved, handled or tampered with.
- 17.4 The trustees reserve the right to prohibit the use of the swimming pool and enclosed area to any individual or group who does not abide by the aforementioned rules. The trustees may request any person who fails to adhere to these rules or the conditions imposed by the trustees to immediately leave the swimming pool area.

18. BEHAVIOUR OF OWNERS AND OCCUPIERS AND THEIR INVITEES

- 18.1 An owner or occupier must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 18.2 An owner or occupier must not obstruct the lawful use of the common property by any other person.
- 18.3 An owner or occupier must take reasonable steps to ensure that his invitees do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 18.4 Owners and occupiers shall at all times in their sections, exclusive use areas and on the common property maintain reasonable levels of noise which is not disturbing to others. All television, radio, and other appliances, instruments or apparatus which emits sound, including musical instruments, and noise emanating from people, must be kept at audio levels which are reasonable in the discretion of the trustees.
- 18.5 Owners and occupiers shall specifically between the hours of 22h00 and 07h00 from Sunday to Thursday and between the hours of 24h00 and 07h00 on Friday and Saturday maintain quietness in their sections, exclusive use areas and on the common property.
- 18.6 An owner or occupier shall not use his section or exclusive use area or permit it to be used, in such a manner or for such purpose as shall cause a nuisance to any other owner or occupier or an invasion of his privacy or which may threaten his safety.

- 18.7 Music, television, parties or anything suchlike or associated therewith should not be disturbing to other occupants. Conversations, music or any noises should not be heard on the outside of a section or cause any disturbance to other owners or occupiers. Loud music, -talking, -shouting, -screaming, -swearing and -cursing are strictly prohibited in any part of the common property, and also in sections inasmuch it creates a nuisance for other owners or occupiers.
- 18.8 No person may congregate, meet or hold lengthy discussions in the parking area, on a walkway, in a staircase or directly outside a section. Owners and occupiers should undertake such activities within their sections.
- 18.9 The dropping of items, rolling of items or moving items or furniture on a floor that is not carpeted causes a nuisance and noise which is heard from the section below. Owners and occupiers must ensure that no undue noise is transmitted to the section below as a result of any activity on the floor.
- 18.10 Children are not permitted to play on the common property unless under adult supervision, and in the presence of an adult at all times. Owners and occupiers must exercise proper supervision over their children to ensure that they do not make a noise, or cause a nuisance or disturbance to other owners and occupiers. Owners and occupiers must ensure that their children do not damage the common property or equipment of the body corporate or the property of other owners and occupiers.
- 18.11 Owners and occupiers must ensure that their invitees comply with the foregoing restrictions.

19. PROHIBITED CONDUCT OF OWNERS AND OCCUPIERS

- 19.1 Owners and occupiers must not cause damages to the common property or to any machinery, fixtures, fittings, equipment, appurtenances or service installation in respect of the common property.
- 19.2 Firefighting equipment such as fire extinguishers and fire hoses may under no circumstances be used for any purpose other than that for which it is intended. No owner or occupier shall tamper with or have work done to the above-mentioned systems and installations serving the common property. An owner or occupier of a section must comply with all laws and regulations regarding the firefighting equipment and other systems and installations used in connection with the building.
- 19.3 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a section, exclusive use area or on the common property.
- 19.4 No firearms may be aimed or discharged in a section, exclusive use area or on any part of the common property, except in such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes. No air guns, pellet guns, catapults, or bow and arrows may be discharged on the common property.
- 19.5 No stones or solid objects may be thrown or propelled on the common property or from any section or exclusive use area.

- 19.6 No drones may be operated in a section, exclusive use area or on the common property without the written consent of the trustees and provided that the operator must be appropriately licensed.
- 19.7 No group music sessions or any activities or hobbies which may cause a nuisance to other owners or occupiers, may be carried on in a section, exclusive use area or on the common property.
- 19.8 No go-carts, skateboards, roller skates, roller blades, quad bikes, carts, children's bicycles, tricycles or scooters may be used on the common property. Motorcycles and bicycles may not be driven or used on the common property other than for the purpose of normal ingress to, and egress from, the premises.
- 19.9 The playing of ball games or the throwing of Frisbees on the common property is prohibited. No owner or occupier shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any wall of a building. Playing or running in the parking area, on the steps or in the walkways is strictly prohibited
- 19.10 No domestic violence, assault, prostitution, harbouring of stolen goods or fugitives, substance abuse, malicious damage to property, or other criminal activities may be allowed to take place or continue in a section or exclusive use area or on any part of the common property.
- 19.11 No form of violence, rowdiness, disorder, noisiness, drunkenness or other offensive or scandalous behaviour is allowed on the common property. No person should be threatened, victimised or otherwise intimidated, harassed or verbally abused on the common property. The making of false statements, spreading of rumours and any other form of bullying or anti-social behaviour is discouraged.
- 19.12 Owners and occupiers and their invitees must always be properly dressed when entering the common property.
- 19.13 No acts of personal hygiene shall be carried out on the common property by any owner or occupier of a section or invitee, such as manicure, pedicure as well as cutting, curling, drying or grooming of hair.
- 19.14 Subject to the provisions of sub-rule 19.15, no animal or poultry may be slaughtered in a section, or on an exclusive use area, or on any part of the common property.
- 19.15 The slaughtering of animals or poultry for religious reasons, in a section, on an exclusive use area or on the common property, will only be permissible provided that:
 - 19.15.1 the owner and/or occupier has/have obtained the prior written consent of the trustees, which consent will not unreasonably be withheld provided that:
 - (a) a written application for consent has been submitted to the trustees at least 2 (two) weeks prior to the date that the slaughtering is scheduled for;

- (b) such written request must specify a reasonable date and time for the slaughtering to take place; the type of animal to be slaughtered; the name and qualifications of the person who will be carrying out the slaughtering ritual; and confirm that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;
- 19.15.2 the slaughtering ritual must be carried out in accordance with the terms and conditions of the trustees' approval granted after consideration of the written application referred to in sub-rule 19.15.1(a) above;
- 19.15.3 upon receipt of written confirmation from the Municipality that the owner or occupier has their consent and will comply with the applicable by-laws;
- 19.15.4 as may be applicable, upon receipt of written confirmation from the Department of Health that the owner or occupier has their consent and that their specifications will be adhered to;
- 19.15.5 upon receipt of written confirmation from the Society for the Prevention of Cruelty to Animals (SPCA) that a SPCA official will attend the ritual and ensure that the animal will not endure unnecessary pain or suffering;
- 19.15.6 upon receipt of written proof that all affected owners and occupiers within the scheme have received written notification of the slaughtering ritual to take place, which notification must set out the date and time that the slaughtering ritual is scheduled for.
- 19.16 Owners and occupiers of sections must not request any employee of the body corporate to perform work for them during their working hours or otherwise interfere with a body corporate employee in the performance of his work or duties.

20. SECURITY MEASURES

- 20.1 An owner or occupier must obtain a remote control for the security gate to obtain access to and egress from the premises and must where applicable register his mobile number with the access control system.
- 20.2 Owners and occupiers shall in the interest of the safety and security of all owners and occupiers:
 - 20.2.1 ensure that upon entering or leaving the premises, the relevant gate has properly closed, in this regard the gate closes automatically and no tailgating may occur;
 - 20.2.2 ensure that no unauthorised or unknown person enters the premises through a gate;
 - 20.2.3 not open any gate for an unauthorised or unknown person;

- 20.2.4 not open the gate for any other occupier of a section;
- 20.2.5 report the presence of any suspicious person on the premises to a trustee or to the managing agent;
- 20.2.6 comply with all further security measures and procedures that the trustees may prescribe from time to time in their directives.
- 20.3 Remote-control devices and valuables are not to be left in vehicles. Owners and occupiers must exercise proper control over their remote controls and must report it to the trustees or the managing agent should their controls be lost.
- 20.4 Owners and occupiers must inform the trustees or the managing agent when they will be away from their sections for an extended period of time and must provide them with their contact details for use in the event of an emergency.
- 20.5 An owner or occupier must arrange entry to the premises for his invitees. The invitee of an owner or occupier shall contact the owner or occupier concerned through the intercom system or by telephone to obtain access to the premises. No shouting from the gate to a section in order to gain access shall be permitted.
- 20.6 Owners and occupiers must in the interest of security for all concerned check the references and identity documents of their domestic workers and other workers in their employ. Workers may not have a remote to take with them when they leave the premises.
- 20.7 Workers and contractors must at all times be neat and clean in demeanour, dress and actions. Workers or contractors shall not entertain friends as visitors at any time on the common property or generally wander around or loiter on the common property.
- 20.8 No alcohol or drugs shall be brought onto the premises by workers and contractors. Workers and contractors must not use such substances on the common property. Workers or contractors under the influence of such substances may be removed from the common property by or on behalf of the body corporate and may be prohibited from entering the premises.
- 20.9 No hawkers, beggars or people looking for work or accommodation may be allowed on the common property. No door to door canvassing and/or selling are permitted, unless specifically authorised by the trustees.
- 20.10 No owner or occupier may tamper with or attempt repairs to the electronic security gate or to any of its components. Any faults must be reported to the trustees or to the managing agent. No obstacles or objects, which may interfere with the normal operation of the electronic security gates, may be inserted or placed in such a manner to avoid the automatic closure of the gates.

21. EXCLUSION OF LIABILITY

- 21.1 An owner or occupier of a section or invitee or any other person present on the common property or using the facilities or services of the body corporate does so entirely at their own risk and none of them shall have any claim against the body corporate or the trustees of whatsoever nature arising from such use.
- 21.2 No owner, occupier or invitee or other person shall have a claim against the body corporate, the trustees, the managing agent or any of the agents, employees or contractors of the body corporate of whatsoever nature arising from the use of the common property, or the facilities or services of the body corporate nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. No owner, occupier or invitee or other person shall have any claim against the body corporate as a result of fire or any substance, liquid or gas, escaping from the common property or from a section and causing damage to any person or property of any person.
- 21.3 The body corporate, the trustees, the managing agent and the agents, employees or contractors of the body corporate shall not be liable for any injury to any person (including loss of life) or loss or damage of any property, which a person may suffer or sustain whether directly or indirectly in or about the common property, regardless of the cause thereof. The body corporate shall not be responsible for any theft of property occurring within the scheme.
- 21.4 Any claims shall be limited to the amount actually recovered by the body corporate from the receipt of proceeds of the public liability insurance of the body corporate, if any. If and to the extent that the body corporate does not have any such public indemnity liability insurance, no such person shall have any claim against the body corporate.

22. WRITTEN CONSENT OF THE TRUSTEES

- 22.1 Whenever the written consent of the trustees is required in terms of these rules, application for such consent must be made in writing and the owner or occupier of the section must furnish the trustees with all the information, details and documentation, as may be required by them to make an informed decision. Any application by an occupier of a section for the written consent of the trustees must be accompanied by the written consent of the owner of the section concerned. The trustees must decide each application on the merits thereof.
- 22.2 The written consent of the trustees in terms of these rules or the withdrawal thereof shall be in such format as the trustees shall from time to time determine. A written consent may be signed by two trustees or by one trustee and the managing agent or by the person with delegated authority duly authorised in terms of the management rules. The trustees may attach reasonable conditions to their consent. If the trustees refuse their consent in terms of these rules, they must provide reasons for refusing their consent.

- 22.3 The trustees may withdraw their consent, if an owner or occupier breaches any condition imposed by the trustees, provided that the trustees must exercise their discretion to withdraw their consent reasonably and provided further that the trustees must first provide the owner and occupier, where applicable, with a written notice of breach and a reasonable opportunity to remedy the breach. If the trustees have withdrawn their consent, the trustees must notify the owner or occupier in writing and provide reasons for their decision.
- 22.4 If the owner or occupier disputes a decision of the trustees in terms of these rules, he must submit a complaint to the body corporate per the prescribed complaint form to request the trustees to hold an internal dispute resolution meeting.
- 22.5 The trustees may delegate any power or duty of the trustees in terms of these rules to one or more of the trustees, or to the managing agent or an employee of the body corporate, subject to compliance with the prescribed management rule.

23. WRITTEN NOTICES

- 23.1 A written notice by or on behalf of the body corporate in terms of these rules to an owner or occupier of a section shall be in such format as the trustees may from time to time determine. A written notice may be signed by two trustees or by one trustee and the managing agent or by the person with delegated authority duly authorised in terms of the management rules.
- 23.2 A written notice as contemplated in sub-rule 23.1 shall be regarded as having been properly delivered, if:
- 23.2.1 delivered to the owner or occupier of the section by hand, in which event it shall be regarded as having been received on the date of delivery, provided that the owner or occupier must acknowledge receipt, or
- 23.2.2 delivered by registered post to the owner or occupier of the section to his service address, in which event it shall be regarded as having been received on the 4th day after the date of posting, or
- 23.2.3 delivered by fax or e-mail to the owner or occupier of the section, to the fax number or e-mail address, as the case may be, as reflected in the records of the body corporate, in which event it shall be regarded as having been received on the date of transmission.

24. CONTRAVENTION OF THESE RULES

- 24.1 If an owner, occupier or invitee contravenes a provision of these rules, the trustees shall be entitled, without prejudice of any rights or remedies, to:
- 24.1.1 issue the owner or occupier with a written demand to remedy the contravention; and/or
- 24.1.2 institute legal proceedings against the owner or occupier in any court of competent jurisdiction for such relief as the trustees may consider necessary; and/or

- 24.1.3 in the event of a dispute, refer the matter for an internal dispute resolution meeting in terms of conduct rule 25.2; and/or
 - 24.1.4 apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order; and/or
 - 24.1.5 impose a penalty on the owner of the section in terms of conduct rule 26; and/or
 - 24.1.6 in the event of a dispute, by agreement refer the matter for mediation proceedings or expert intervention.
- 24.2 The provisions of this rule may, where applicable, also be applied *mutatis mutandis* (with the necessary changes having been made) to occupiers of sections and invitees.
- 24.3 Without prejudice of any other rights or remedies available, an owner or occupier of a section may:
- 24.3.1 in the event of a dispute, refer the matter for an internal dispute resolution meeting in terms of conduct rule 25.2; and/or
 - 24.3.2 apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order; and/or
 - 24.3.3 in the event of a dispute, by agreement refer the matter for mediation proceedings or expert intervention.

25. INTERNAL DISPUTE RESOLUTION

- 25.1 In the event of any dispute arising between owners, or between an owner and an occupier, or between an owner or an occupier and the body corporate, the trustees or the managing agent, the parties to the dispute must engage each other in good faith with the purpose of resolving the dispute within a reasonable time. The parties to the dispute may contact each other telephonically, and/or in writing and/or schedule a meeting.
- 25.2 A party to the dispute may for the purpose of holding an internal dispute resolution meeting with the trustees, submit a signed and motivated complaint to the trustees per the prescribed complaint form. The trustees must record their decision and the outcome of any internal dispute resolution meeting in the complaint form.
- 26.3 If the dispute is not resolved internally as contemplated in sub-rule 26.1 or 26.2 above, any party to the dispute may apply to the Community Schemes Ombud Service for relief in terms of the Community Schemes Ombud Service Act.

26. IMPOSITION OF PENALTIES

- 26.1 If the an owner, occupier or invitee contravenes a provision of these rules, the trustees may, without prejudice of any other rights or remedies of the body corporate, by written notice inform the owner of the section of the contravention and warn the owner that if he, or the occupier or invitee of his section fails to remedy the contravention and/or persists in or repeats such contravention, a penalty will be imposed on the owner of the section.

- 26.2 If notwithstanding the written notice given in terms of sub-rule 26.1, the owner, or occupier or invitee fails to remedy the contravention or persists in or repeats the contravention, the trustees may by written notice impose a penalty on the owner of the section. A written notice must be addressed to the owner setting forth the penalty imposed, the reasons for imposing the penalty and informing the owner that if he disputes the decision of the trustees, he must submit a signed and motivated complaint per the prescribed complaint form with the body corporate within 15 (fifteen) days of the date of the written notice.
- 26.3 The penalty imposed under sub-rule 26.2 above, shall become due on the passing of the resolution by the trustees and the penalty must be paid to the body corporate within 15 (fifteen) days of the date of the written notice.
- 26.4 The trustees must 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 trustees at a general meeting.
- 26.5 A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 26.6 If the owner disputes the decision of the trustees to impose a penalty or the amount of the penalty, the owner, must within 15 (fifteen) days of the date of the written notice in terms of sub-rule 26.2, submit a signed and motivated complaint with the body corporate per the prescribed complaint form.
- 26.7 Upon receipt of the complaint form, the trustees may:
- 26.7.1 withdraw or reduce the penalty; or
 - 26.7.2 schedule a trustees' meeting (internal dispute resolution meeting) for the purpose of considering the objection and invite the owner to attend the meeting, and/or to be represented at the meeting.
- 26.8 At the trustees' meeting referred to in sub-rule 26.7.2 above, the owner and/or his representative shall have the right to:
- 26.8.1 present his case;
 - 26.8.2 present any evidence, including the calling of witnesses, to substantiate his case;
 - 26.8.3 cross-examine any person called as witness in support of the charge;
 - 26.8.4 have access to documents produced in evidence; and
 - 26.8.5 produce mitigating factors.
- 26.9 The trustees must record their decision and the outcome of any internal dispute resolution meeting on the complaint form. If so resolved the trustees, may:

- 26.10.1 uphold the penalty; or
 - 26.10.2 withdraw or reduce the penalty.
- 26.10 The failure of the owner charged to attend the trustees' meeting shall not invalidate the proceedings thereat. Should the owner or his representative not attend the trustees' meeting without providing a reasonable request for postponement, the trustees may, in their sole discretion, continue with the trustees' meeting and consider the objection in the absence of the owner.
- 26.11 Should the owner not agree with the decision of the trustees in terms of sub-rule 26.9, the owner may, without prejudice of any other rights or remedies:
- 26.11.1 request that the trustees refer the matter to a general meeting of the members for their decision, and/or
 - 26.11.2 institute proceedings in a court or a tribunal for the judicial review of the decision of the trustees, and/or
 - 26.11.3 apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order.
- 26.12 Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* (with the necessary changes having been made) to occupiers of sections and invitees.

27. LIABILITY FOR DAMAGES AND COSTS

- 27.1 If an owner or occupier or invitee damages the common property, the owner of the section concerned shall be liable to the body corporate for the damage caused and for the costs of repairs.
- 27.2 Owners hereby agree that they shall be liable for and must pay to the body corporate all reasonable legal costs and disbursements incurred by the body corporate in the collection of arrear amounts due and owing by such owner to the body corporate, or in enforcing compliance with these rules, and the owners hereby acknowledge and agrees that the body corporate may debit his account with such costs incurred.

28. COMPLAINTS

Any complaints by owners or occupiers pertaining to violations of these rules, or any other cause for concern must be addressed to the trustees or the managing agent in writing. The trustees may advise owners and occupiers of the relevant contact details via notices or via their directives.

29. RELAXATION OF RULES

No indulgence or relaxation in the application of these rules shall constitute a precedent, waiver or consent, or prevent the enforcement thereof by the trustees.
