

The body corporate of
Madison Square
scheme SS No 489/1996
CONDUCT RULES

[Article 35(2)(b) of the Sectional Title Act of 1986]

1. Animals, birds, insects and reptiles	2
2. Refuse removal.....	2
3. Vehicles.....	2
4. Damage, alterations, additions, improvements, structures or obstructions to the communal property and alterations to units. 3	
5. External appearance	6
6. Signs and notices	6
7. Litter.....	7
8. Laundry.....	7
9. Storage of flammable substances and other dangerous activities....	7
10. Renting/Occupation of units.....	7
11. Eradication of plagues	8
12. Noise or nuisance.....	8
13. Relocation	8
14. Use of lift.....	9
15. Swimming pool and barbeque facilities.....	9
16. Security.....	10
17. Employees	10
18. Matters of binding nature	11
19. Conditions.....	11
20. Interpretation.....	11
21. Imposing of fines	12
22. Relaxation of rules.....	13
23. Creation of exclusive use areas	13

1. ANIMALS, BIRDS, INSECTS AND REPTILES

- (1) No animals, reptiles or birds may be kept in any unit or on any part of the exclusive use areas by any owner or occupant, nor may anyone bring an animal, reptile or bird onto any part of the premises.
- (2) Only in extraordinary circumstances birds may, with the written permission of the trustees, be kept.
- (3) When granting such approval, the Trustees may prescribe any reasonable conditions.
- (4) The Trustees may withdraw such approval in the event of a breach of any condition as prescribed in terms of Sub-Rule (3).

2. REFUSE REMOVAL

- (1) An owner or occupant of a unit shall –
 - (a) keep refuse containers, provided in the refuse area, in a hygienic and dry condition;
 - (b) ensure that refuse is placed in a strong plastic bag, securely tied/closed before placing it in the refuse container, and that tins and other disposable food containers are free of substances/liquids;
 - (c) place the aforementioned plastic bags in the refuse containers supplied in the refuse area.
 - (d) adhere to the regulations as prescribed by the Trustees from time to time with regard to the removal of refuse.

3. VEHICLES

- (1) Owners and occupants of units shall only park or leave their vehicles in the parking area (exclusive use area) allocated to the unit owned or occupied by them.
- (2) Except as stipulated in Sub-Rule (1), owners or occupants shall not park or leave, or allow the parking or leaving of a vehicle on any part of the communal property.
- (3) Caravans, trailers or boats shall not be parked or left, or allowed to be parked or left on any part of the communal property or exclusive use areas.
- (4) Parking bays which have been allocated to visitors shall not be utilised by owners or occupants of units. Visitors parking shall only be utilised for a maximum of two (2) weeks by a specific visitor, subject to any conditions laid down by the Trustees.

- (5) The Trustees, or person who has been appointed and authorised by the Trustees, may have any vehicle removed, or clamp the wheels of any vehicle which has been parked in conflict with Sub-Rules (1) to (3). Such action will be at the owner's risk and for his own account. The Trustees may further determine a fine for the release of such vehicle.
- (6) Owners shall not lease a garage or parking bay to anyone other than an owner or occupant of a unit.
- (7) Owners and occupants of units must ensure that their vehicles and that of their visitors do not leak oil or brake fluid onto the communal property or cause any other damage. Should this happen, the relevant owner or occupant will be responsible for any cleaning costs incurred.
- (8) Repair work to or dismantling of any vehicle by any owner or occupant shall not be allowed on any part of the communal property, exclusive use areas or units.
- (9) The speed limit of 10 kilometres per hour shall not be exceeded on any part of the communal property.
- (10) Owners and occupants shall comply with the conditions as prescribed by the Trustees from time to time, regarding the washing of vehicles on the communal property.
- (11) No bicycles, skating boards, roller skates, kick-bikes and the like shall be used on the communal property or exclusive use areas.

4. DAMAGE, ALTERATIONS, ADDITIONS, IMPROVEMENTS, STRUCTURES OR OBSTRUCTIONS TO THE COMMUNAL PROPERTY AND ALTERATIONS TO UNITS

- (1) An owner or occupant shall not paint or mark any part of the communal property, nor hammer nails, screws and alike into any part of the communal property, or damage any part thereof without written approval from Trustees.
- (2) Notwithstanding Sub-Rule (1), may an owner or any person authorised by him/her may install -
 - (a) any locking device, security gate, burglar guard or any other security device for the security of his unit; or
 - (b) any screen or other device to prevent animals or insects from entering

provided the Trustees have approved in writing the nature and design of the device as well as the colour and the manner in which the device will be installed.

- (3) An owner or any person authorised by him/her shall not install any radio or television aerial, television dish, solar system, air-conditioner, chimney, sunscreen, awning, lean-to or any other addition, improvement or structure to the communal property or on a balcony, patio or stoep without the written approval from Trustees. In order to obtain written approval from Trustees, an owner or the person authorised by him/her shall make written application which application shall be accompanied by plans and specifications describing the proposed addition, improvement or structure in full. Trustees' approval may be subject to any reasonable conditions and they may withdraw such approval should the conditions not be adhered to.
- (4) An owner may only make alterations to plumbing or electrical installations and wiring inside his unit with the written consent of the Trustees.
- (5) For the purpose of this rule, 'structural alterations' shall mean an alteration of a permanent nature and which will change the form or structure or physical framework of the building or relevant unit. An owner shall not bring about any structural alterations to a unit and/or communal property without complying with the Act, Management Rules and the following conditions:
 - (a) A written application with specifications, time schedule and a sketch plan of the proposed alteration must be submitted to Trustees in order to obtain their provisional approval.
 - (b) The Trustees may grant their provisional approval, or refuse approval in which case they must provide reasons for such refusal.
 - (c) In the event of the Trustees granting provisional approval, the owners shall proceed with the drawing-up of building plans, which may not deviate from the sketch plans, and have same approved by the local authority (if necessary).
 - (d) The owner shall submit to the Trustees a copy of the building approved plan (or proof that no building plans are required).
 - (e) Should structural alterations include/involve work on a retaining wall, the owner shall submit an architect's or structural engineer's report to Trustees, which confirms that the proposed work will not endanger the structural integrity of the building.
 - (f) Should the Trustees consider it necessary, the Trustees may consult with an architect, engineer, legal adviser or any other professional consultant regarding the proposed alterations.
 - (g) Within 14 (fourteen) days subsequent to the Trustees receiving all required information and advice, the Trustees shall consider the application and come to a reasonable decision and advise the applicant of the relevant decision. In the event that the Trustees refuse an application, they shall provide reasons for such refusal. The Trustees' approval may also be accompanied by reasonable conditions.

- (6) The following conditions are applicable to all works done under this rule:
- (a) Should it be necessary to obtain approval or a permit from the local authority or other authority for work to be done, this shall be obtained before work commences.
 - (b) The Trustees may consult with an architect, engineer, legal adviser or any other professional consultant regarding the proposed work, should they deem it necessary.
 - (c) The Trustees may request the owner to pay a deposit before work commences, should they deem it necessary.
 - (d) The owner shall communicate to the Trustees all aspects of daily building activities, security measures, parking of vehicles on the premises and the temporary storage of building material and machinery on the premises.
 - (e) The owner shall comply with the Manual, directives and conditions prescribed by the Trustees.
 - (f) All doors, windows and other external fixtures and fittings shall be similar in quality and appearance to other similar items installed in the building.
 - (g) The owner shall not use the electricity supply of the Body Corporate without the written approval from Trustees and is subject to payment by the owner towards the use thereof.
 - (h) Work shall only take place from Mondays to Fridays between 08h00 and 17h00 and on Saturdays between 08h00 and 12h00. No work shall take place on Sundays or public holidays.
 - (i) All work shall cause minimum inconvenience, disturbance, nuisance and obstruction to other occupants and shall be completed as soon as possible within the timeframe as determined by Trustees, if any.
 - (j) The owner shall indemnify the Body Corporate against any damages and/or claims which may arise out of the actions of the owner or the actions of workers and/or contractors on the premises. The owner shall accept responsibility and shall be liable to the Body Corporate (and/or the other owners depending on the case) for any damages caused to the communal property by his workers or contractors.
 - (k) The owner shall be liable to compensate the Body Corporate for any work done in terms of these rules, which may bring about costs or expenses to the Body Corporate.
 - (l) All costs, expenses and compensations which the owner has to pay in terms of these rules, is payable on demand, and if unpaid, the Trustees shall deduct the amount from the deposit (if applicable) and/or the amount shall be included in the owner's levy account.

- (m) The owner shall ensure that his workers and contractors comply with these rules.
- (7) Any alteration, item, addition, improvement or structure undertaken by the owner under this rule, shall be maintained and kept in good condition by the owner of a unit (and his successors in title) at his own cost. Should an owner of a unit fail to repair or maintain such alteration, item, addition, improvement or structure and continue to fail to do so for a period of thirty (30) days after receiving written notice from Trustees to do so, the Body Corporate shall make good the failure of the owner to do so and recover such costs from the owner.
- (8) The Trustees shall in accordance with any instruction given by the members at a general meeting, compile a Manual (Building and Aesthetics), to be revised from time to time, regarding alterations, items, additions, improvements and structures as envisaged in this rule.
- (9) In case of a transgression of this rule, or non-compliance of the conditions prescribed by the Trustees or Manual, the Trustees may withdraw their approval, if applicable, and request that the owner immediately removes the alteration, item, addition, improvement or structure should the owner fail to do so for a period of thirty (30) after receiving a written notice from Trustees, the Trustees shall have it removed at the owner's risk and cost.
- (10) Owners and occupants of units shall not cause obstructions in the traffic flow or pedestrian flow on the communal property and, in particular, shall keep entrances, stairs and passages free from obstructions.

5. EXTERNAL APPEARANCE

- (1) Owners or occupants may not do anything to, or place items on any part of the communal property, including balconies, patio's, stoeps and gardens, which in the opinion of the Trustees may be aesthetically undesirable if viewed from the outside of a unit.
- (2) Owners and occupants may only place white or terracotta plant pots in their patios, gardens and on stoeps.
- (3) Owners and occupants must ensure that units have curtains or blinds, which will appear white or cream coloured when viewed from the outside of the unit.

6. SIGNS AND NOTICES

An owner or occupant of a unit shall not, without the prior written consent of the Trustees, erect or paste a sign, notice, flag, notice board or advertisement of any kind whatsoever on any part of the communal property or unit which is noticeable from outside the unit.

7. LITTER

An owner or occupant of a unit shall not be permitted to dump or throw, or allow to be dumped or thrown, litter, including garbage, cigarette butts, left over food or any other litter on the communal property, and in particular, an owner or occupant shall not be permitted to throw any material or objects out of windows or over/from balconies.

8. LAUNDRY

- (1) Laundry may only be hung in areas which have been designated by the Trustees for this purpose.
- (2) An owner or occupant of a unit may not hang laundry or any other items on any part of the building or the communal property in such a manner that it is visible from the outside of the building or from any other unit.

9. STORAGE OF FLAMMABLE SUBSTANCES AND OTHER DANGEROUS ACTIVITIES

An owner or occupant may not store any flammable substances or perform, or allow to perform any dangerous activities, which may result in the increase of premiums on any insurance policies payable by the Body Corporate.

10. RENTING/OCCUPATION OF UNITS

- (1) An owner legally entitled to do so, who wishes to lease his unit or wishes to allow persons other than him-/herself or his immediate family to occupy his unit, must obtain a written undertaking from the potential occupant that he will abide by the Management and Conduct Rules for the period of such occupancy.
- (2) Owners must provide potential occupants with a copy of the Conduct Rules.
- (3) An owner or occupant of a unit shall not allow more persons to occupy a unit than stipulated below:
 - (a) Unit larger than 40m², smaller than 70m²: four (4) persons
 - (b) Unit larger than 70m²: six (6) persons
- (4) With the written approval of the Trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to temporarily occupy a unit for no longer than 14 days per occasion, and not for a total period of longer than 28 days in any calendar year.
- (5) No timeshare or similar arrangement whereby a person, other than the owner or his immediate family, uses a unit for a specific short period or periods may be agreed upon concerning a unit.
- (6) No person may occupy a part, exclusive use area or any other part of the communal property which is not for residential purposes.

11. ERADICATION OF PLAGUES

An owner must keep his unit free from white ants, borers and other insects which destroy wood, and must allow the Trustees, manager and their authorised agents or employees to inspect his unit and to take the necessary steps to eradicate plagues. The cost of the inspection, the eradication of such plagues found to be inside a unit, the replacement of wood or other material which forms part of the relevant unit which has been damaged by such plagues shall be for the relevant owner's account.

12. NOISE OR NUISANCE

- (1) Owners and occupants of units shall maintain silence in their units and on the communal property between 22h00 and 07h00 and shall at all other times keep noise to the minimum.
- (2) Televisions, radios and any other sound device, including musical instruments, shall be used in such a manner so as not to cause a nuisance to other occupants and, in particular, should not be heard outside a unit. Music classes or group music sessions of any nature shall not be allowed.
- (3) Motor vehicles must be used in such a manner that other occupants are not disturbed, particularly motor car radios, which may not be heard outside the vehicle. Hooters of motor vehicles may not be used on the communal property, except as a warning in case of danger or in an emergency.
- (4) No explosives, crackers, fireworks and the like, may be exploded or ignited inside a unit or on the communal property.
- (5) No firearm may be used inside a unit or on the communal property, unless the situation merits such action, for example, in self-defence.
- (6) Owners and occupants shall utilise their units or exclusive use areas, or allow their employees, contractors, visitors, guests or family members to utilise said areas in such a manner as not to cause a nuisance to other owners or occupants.
- (7) Alcohol abuse is strictly prohibited.
- (8) Ball games shall not be allowed on the premises.
- (9) Owners and occupants shall not run any business, practice any form of trading, selling or exhibiting inside their units or on any part of the communal property.

13. RELOCATION

- (1) Owners and occupants of units shall advise the manager at least 24 hours prior to relocating.
- (2) The owner or occupant of a unit shall pay a deposit, as determined by Trustees from time to time, to the manager when relocating.

- (3) No furniture removal vehicles and/or transport trucks shall be allowed on the premises.
- (4) Furniture or any other items shall not be lifted over the wooden railings in passages.

14. USE OF LIFT

- (1) Owners and occupants shall comply with the conditions imposed by Trustees from time to time with regard to the use of the lift.
- (2) Children under the age of 10 years old shall be accompanied by adults when using the lift.
- (3) Owners and occupants must ensure that children do not abuse the lift.

15. SWIMMING POOL AND BARBEQUE FACILITIES

- (1) The swimming pool may only be used by owners and occupants. Visitors or guests of owners and occupants may only use the swimming pool with the approval of the manager.
- (2) Children under the age of 10 years must be accompanied by adults when using the swimming pool.
- (3) Tubes, blow-up mattresses, surfing boards and alike are not allowed in the swimming pool.
- (4) Glass articles are forbidden in the swimming pool area.
- (5) Owners and occupants must limit the noise level to a minimum when using the swimming pool and barbeque area. Portable sound equipment, in particular, will not be allowed.
- (6) Owners and occupants must leave the swimming pool and barbeque facilities in a neat and hygienic condition, and in particular, the toilet facilities of the units must be used, and all refuse must be cleared and removed before leaving.
- (7) Owners and occupants must ensure that the gate to the swimming pool is locked at all times.
- (8) The barbeque area at the swimming pool is the only area which may be used for this activity.
- (9) Braai-grids may not be knocked or hit against the walls.
- (10) The swimming pool and barbeque area may not be used during the months of May to September from 21:00 to 08:00 or during the months of October to April from 21:00 to 07:00.

- (11) The swimming pool and barbeque area are used at own risk.
- (12) "Bomb"-jumping and plunging underwater are not allowed.
- (13) The barbeque facilities must be used in such a manner as not to prevent other owners and occupants from enjoying it.
- (14) The wearing of swimming caps is compulsory.
- (15) Persons must at all times be appropriately dressed in the swimming pool area as well as on the communal property.
- (16) The use of alcohol and/or food is prohibited in the pool.

16. SECURITY

- (1) Owners and occupants must ensure that the security and safety of all owners, occupants and their property is maintained at all times, and must ensure, in particular that:
 - (a) on entering or existing the premises the security gate is closed/locked before driving or walking away.
 - (b) the security gate is never opened to anyone else other than owners, occupants or their bona fide employees, contractors, domestic workers, guests or visitors.

17. EMPLOYEES

- (1) Owners and occupants may not allow their employees to stay overnight in a unit, in an exclusive use area or on the communal property.
- (2) Employees or domestic workers of owners and occupants may not receive visitors on the property and may also not open the security gate for any unauthorised or undesirable persons.
- (3) Owners and occupants may not request employees of the Body Corporate to do tasks during their working hours.
- (4) The Trustees may, at their discretion, erect notices on the communal property or may make the necessary arrangements to prohibit the presence of any undesirable person such as hawkers, beggars, jobseekers and the like, or to have them removed.

18. MATTERS OF A BINDING NATURE

- (1) The stipulations of the Management Rules, Conduct Rules and the Act, as amended from time to time, and the duties of an owner of a unit in regard to the use and occupation of a unit and the communal property, is binding on the owner and occupant of a unit. It is the duty of the owner of a unit to ensure that the Management Rules, Conduct Rules and the Act is complied with by the occupants of his unit, including employees, contractors, domestic workers, guests and any family members of the owner or occupant of the unit.
- (2) The owner of a unit is liable for any damage to the communal property, including the lift, caused by his occupants or their employees, contractors, domestic workers, visitors, guests or family members

19. CONDITIONS

The Trustees may prescribe conditions relating to the Conduct Rules from time to time. The regulations may provide guidance and clarity in regard to the practical implementation of a Conduct Rule, but the Trustees are not authorised to create new Conduct Rules by way of their conditions.

20. INTERPRETATION

- (1) In the interpretation of these Conduct Rules, unless the context otherwise indicates:
 - (a) "Act" means the Sectional Titles Act No. 95 of 1986, as amended from time to time and any regulations made in force thereunder.
 - (b) the words used shall bear the meanings assigned to them in the Act.
 - (c) words stated as –
 - (i) the singular only shall include the plural, and vice versa;
 - (ii) gender, is interchangeable.
 - (d) the headings to the respective rules are provided for ease of reference only and are not to be taken into account in the interpretation of the rules.
 - (e) "occupant" shall be deemed to include the tenant of a unit.
- (2) Where any amount of days are prescribed in these Rules, the days will be calculated exclusive of the first day and inclusive of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday in the Republic of South Africa, in which case the last day shall be the first consecutive day not being a Saturday, Sunday or Public Holiday.

21. IMPOSING OF FINES

- (1) Should the behaviour of an owner or occupant of a unit or his visitors constitute a nuisance in the opinion of the Trustees, or should an owner, occupant or visitor not comply with any of the Management or Conduct Rules, a written letter, signed by the owner and/or occupant may be submitted to the Trustees. The transgression must be clearly described or the Rule which has been transgressed must be clearly indicated in the letter. If possible, the letter may be co-signed by a co-owner and/or co-occupant.
- (2) Should the behaviour indicated in the letter referred to in Sub-Rule (1) in the opinion of the Trustees constitute a nuisance, or be in transgression of the Management or Conduct Rules, the Trustees may direct a written letter either by delivering it by hand or by registered mail to the alleged transgressor. The relevant behaviour must be clearly described or the Rule which has been transgressed must be clearly indicated in the letter. The transgressor must also be issued with a warning that should he continue with such behaviour or transgression, a fine will be imposed on the owner of the relevant unit.
- (3) Should the owner or occupant continue transgressing the rule/s or allow such behaviour to continue, the Trustees may call a trustee meeting to discuss the matter and to impose a fine.
- (4) The alleged transgressor must be informed in writing at least seven (7) days before the trustee meeting, regarding the purpose of the meeting and must be requested to attend the meeting. At this meeting the alleged transgressor must be given the opportunity to put his case forward, either verbally or by way of a written argument, but may not part-take in the proceedings or voting procedure.
- (5) After the owner or occupant has been given the opportunity to state his case, the Trustees may decide by way of a special resolution (75% of the Trustees present at the meeting, with a minimum of 3 Trustees), to impose a fine for the initial transgression and a subsequent fine for the continuance of the identical transgression.
- (6) Should any fine, imposed in terms of Sub-Rule (5) not be paid within 14 days of the date of the notification, the fine may be included on the owner's levy account, which he is compelled to pay according to Article 37(1) of the Act.
- (7) The Body Corporate may from time to time at an annual general meeting revise the fines to be imposed. Should no amounts be stipulated in this manner, then the amounts may be determined by the Trustees.
- (8) Should the fined owner or the transgressor be a Trustee, he may not participate in the proceedings of the meeting as described herein, but a replacement must be appointed by the Trustees for the purpose of this meeting only.

- (9) Notwithstanding Sub-Rules (1) to (8), in appropriate circumstances the Trustees may submit an application to a court of law with the necessary jurisdiction with the purpose of implementing an interdict or court order against an owner or occupant who transgresses the Management or Conduct Rules.

22. RELAXATION OF RULES

No concession or relaxation in the application of these Rules shall be allowed leading to acquittance or permission, or prevent the Trustees from applying these Rules.

23. CREATION OF EXCLUSIVE USE AREAS

- (1) The Body Corporate herewith allocate in accordance with clause 27A of the Act rights of exclusive use of parts of the communal property to members of the Body Corporate, being the registered owners of units of the scheme as stipulated hereunder.
- (2) Parts of the communal property referred to in Sub-Rule (1) above, are the areas marked T12, T13, T14 en T15 on the Plan marked "A", attached to these rules, being a layout plan drawn according to scale of the relevant parts of the communal property.
- (3) The exclusive use areas referred to in Sub-Rule (2) above must be used as gardens and for no other purpose.
- (4) The exclusive use areas referred to are allocated to the owners of units (Coupled Units) as indicated on the attached Annexure of allocation of exclusive use areas marked "B" (the Annexure).
- (5) When a Coupled Unit is transferred the new owner will automatically have the right to the relevant exclusive use area.
- (6) The rights created in terms of this rule are not matter-of-fact rights as envisaged in clause 27(6) of the Act.
- (7) The exclusive use areas which have been created, allocated and held according to this rule shall be viewed as exclusive use areas for the purposes envisaged in the Act and Management Rules and specifically for the purposes of:
- (a) the imposition and collection of levies as envisaged in clause 37(1)(b) of the Act, provided that in determination of levies payable in respect of a garden, 25% (twenty five percent) of the tariff per square meter of a unit, will be applicable to the relevant garden per square meter.
 - (b) the maintenance thereof by the Body Corporate according to clause 37(1)(j) of the Act, subject to the duties of the owner of the Coupled Unit to maintain his exclusive use area in a clean and neat condition as mentioned in clause 44(1)(c) of the Act.

- (c) the use thereof by and the behaviour of owners and occupants of Coupled Units.
- (d) the authority of the Trustees to consider and grant approve or deny approval for the erection or positioning of any structure or building improvement on an exclusive use area as envisaged in Management Rule 68(1)(vi).

“B”

The Annexure

Exclusive Use areas (Gardens)	Allocated to the following owners of units (Coupled Units)
T12	12
T13	13
T14	14
T15	15

Afrikaans version filed in Deeds Office: 20 April 2007