



SECTIONAL TITLES SCHEMES MANAGEMENT ACT, 2011 (ACT NO 8 OF 2011)

CERTIFICATE IN TERMS OF SECTION 10(5)(c)

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1. I, the undersigned, Adv. Boyce Mkhize, in my capacity as the Chief Ombud, acting in terms of section 10(5) (c), of the Sectional Titles Schemes Management Act, 2011 (Act No 8 of 2011), hereby certify that: -
2. At a meeting held on 8th July 2021, the scheme ratified a special resolution approving the amendments of the Conduct Rules.
3. The amendments to the Conduct Rules in terms of section 10(5)(a), of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011), have been approved.
4. The Conduct Rules are for the regulation and management of the following Community Scheme:

DUINESIG

-
5. The amendments will become effective on the date of signature hereof.

Signed and dated at.....**CENTURION**.....on the.....**24TH**.....day of.....**AUGUST**.....2021



Adv. Boyce Mkhize: Chief Ombud

Seal / Stamp

CONDUCT RULES

(In terms of section 10(2)(b) of the Sectional Title Schemes Management Act, 2011) Annexure 2 for

the use and enjoyment of the sections and common property of the

Body Corporate of the

Duinesig

Sectional Title Scheme

SS No. 580/1998

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1. Animals, reptiles and birds (pets)

No owner or occupier of a section may keep any animal, reptile or bird (pet) in a section or on the common property.

2. Refuse disposal

2.1 An owner or occupier of a section shall:

2.1.1 be responsible for the removal of refuse from his section;

2.1.2 deposit his refuse in suitable, strong plastic bags (refuse bags) and in the case of tins or other containers, ensure that they are completely drained before being deposited into a refuse bag, and in case of broken glass, ensure that the glass is securely wrapped in newspaper, before being deposited into a refuse bag;

2.1.3 place his refuse bags in the refuse bins provided in the refuse room;

2.1.4 ensure that his refuse bags are properly sealed before removing it from his section and shall take care not to soil the common property when conveying his refuse bags to the refuse room;

2.1.5 not deposit hot ash, sand or stones in a refuse bag or refuse bin.

3. Vehicles

3.1 An owner or occupier of a section shall park or stand his vehicle on his exclusive use area (parking bay) or on the parking bay rented by him and may permit or allow a vehicle to be parked or stood on the exclusive use area.

3.2 A visitor, guest, worker or contractor of an owner or occupier of a section may temporarily park or stand his vehicle on a visitor's parking bay, if available on the common property, provided that he shall:

3.2.1 comply with the conditions imposed from time to time by the trustees;

3.2.2 An owner or occupier's visitor may park his vehicle on a visitor's parking bay for a maximum continuous period of three weeks

3.3 No trucks, caravans, boats or other heavy vehicles may be parked on the common property or on an exclusive use area.

3.4 Parking bays may only be let to owners or occupiers of sections.

3.5 Owners and occupiers of sections shall take the necessary measures to prevent their vehicles, and the vehicles of their guests, visitors, workers or contractors, dripping fuel, oil or brake fluid on to the common property, or on an exclusive use area or in any other way deface the common property.

3.6 No damaged vehicles, vehicles that are not in general use or that are not roadworthy may be parked on the common property or on an exclusive use area without the prior written consent of the trustees, and subject to the conditions imposed by the trustees.

3.7 No owner or occupier of a section shall be permitted to dismantle or do major repairs to any vehicle or service any vehicle on any portion of the common property, on an exclusive use area or in a section. Only emergency repairs to vehicles may be done.

3.8 Owners and occupiers of sections shall comply with the conditions imposed by the trustees relating to the washing of any vehicles on the common property but shall

not wash the engines or chassis of their vehicle on any portion of the common property.

- 3.9 The trustees may cause a vehicle, which is parked, standing or abandoned on the common property or on an exclusive use area without the trustees' consent or in contravention of these rules, to be removed or towed away, or its' wheels 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.
- 3.10 Owners and occupiers of sections shall drive slowly and keep proper look out for other vehicles and pedestrians while driving on common property areas.
- 3.11 No storeroom may be used as a habitable room.
- 3.12 Owners and occupiers of sections and their visitors, guests, workers and contractors shall not cause any undue noise or nuisance through use of their vehicles on the common property and shall in particular avoid the excessive hooting and revving of their vehicles. No loud music may emanate from any vehicle on the premises.
- 3.13 No skateboards, roller skates or roller blades may be used on the common property. 'Quadbikes', carts, scooters, motorbikes or 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. Toddler's small bicycles etc. may be used on pathways around the outside of the building under supervision of adults.
- 3.14 Owners and occupiers of sections and their family members, visitors, guests, employees, domestic workers or contractors may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.

4. Damage, alterations, devices, additions and fittings to the common property, alterations or renovations inside sections, structural alterations to sections and/or the common property and maintenance

Alteration, devices, additions or fittings to the common property

- 4.1 An owner or person authorised by him shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property, including the exterior of doors and windows, without first obtaining the written consent of the trustees.
- 4.2 Notwithstanding sub-rule 4.1, an owner or person authorised by him, may install:
- 4.2.1 any locking device, safety gate, burglar bars, or other safety device for the protection of his section; or
 - 4.2.2 any screen or other device to prevent the entry of animals or insects:

Provided that the trustees have first approved the nature and design of the device and the manner of its installation.

- 4.3 An owner of a section shall not construct to/ on or attach to/ on any part of the common property or the exterior of a building, a radio antenna, television antenna, satellite dish, air conditioner, solar heating system, canopy or shade cover or any other alteration, addition or fitting, without the prior written consent of the trustees. The trustees may attach reasonable conditions to their consent.
- 4.4 To obtain the written consent of the trustees in terms of sub -rules 4.1, 4.2 or 4.3, the owner of the section shall apply to the trustees in writing and the application shall be accompanied by sufficient plans and specifications that explain the nature, design, shape, size, material, colours and location of installation of the proposed alteration, device, addition or fitting.

Alteration or renovation inside a section

- 4.5 An owner of a section shall maintain his section and the pipes, wires, cables and ducts situated inside his section and used in connection with his section in a state of good repair in accordance with section 13(1)(c) of the Act, but an owner of a section shall not make any changes or alterations to such pipes, wires, cables and ducts without the prior written consent of the trustees. The trustees may attach reasonable conditions to their consent. All alterations must be effected by qualified persons and must comply with municipal requirements and standards.
- 4.6 An owner of a section shall not proceed with the renovation of his section without the prior written consent of the trustees. The trustees may attach reasonable conditions to their consent.

Structural alteration

- 4.7 An owner of a section shall comply with the applicable provisions of the Act, the Management Rules and the following rules, before attempting a structural alteration:
- 4.7.1 The owner shall submit a written application to the trustees with specifications and a sketch plan of the proposed structural alteration to obtain the provisional consent of the trustees. The application must include such further details as required by the trustees.
 - 4.7.2 The trustees may grant their provisional consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may impose reasonable conditions when granting their provisional consent.
 - 4.7.3 Once the owner has obtained the provisional consent of the trustees, he shall proceed to obtain the authorisation of the members of the body corporate by unanimous- or special resolution, if required in terms of the Act. The Trustees, on behalf of the Body Corporate may impose reasonable conditions when granting their authorisation.
 - 4.7.4 When the trustees have given their provisional consent and the members of the body corporate have authorised the structural alteration (if applicable), the owner shall proceed to have building plans prepared, which may not deviate from the sketch plan and submit it to the trustees for their further approval.
 - 4.7.5 If the trustees have approved the building plans, the owner shall lodge the building plans with the municipality for their approval (if applicable).
 - 4.7.6 The owner shall then submit a copy of the approved building plans, or proof that building plans are not required to the trustees and shall pay the deposit (if any) as required by the trustees to obtain the written consent of the trustees to proceed with construction. The trustees shall retain the deposit (if any) until the completion of construction of the structural alteration and the registration of the alteration in the deeds office, if applicable, subject to any deductions that the trustees may make in terms of these rules. The trustees may impose reasonable conditions when granting their written consent to proceed.
 - 4.7.7 If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed structural alteration. No owner may effect work to weight-bearing walls, or increase the loading on any existing foundations or concrete slab, without the favourable report by a structural engineer.

Construction of structural alteration and other alterations

- 4.8 An owner of a section shall comply with the following provisions relating to the construction of a structural alteration or when making other alterations, devices, additions, fittings to the common property or alterations or renovations inside sections:

- 4.8.1 Appropriate insurance must be taken out by the owner or his building contractor for the duration of the construction period, if required by the trustees.
- 4.8.2 Before commencing with construction the owner shall liaise with the trustees concerning all aspects of the building activities, including the timeframe for completion, security measures, parking of vehicles on the premises, temporary storage of building material on the common property, the payment of a deposit (if required) and any other matters.
- 4.8.3 The electricity and/ or water supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
- 4.8.4 Any work done in pursuance of this rule, must be done during the hours of 08:00 to 17:00 on Mondays to Fridays and between 08:00 to 12:00 on Saturdays, but not at all on Sundays or public holidays. Owners shall advise the Managing Agent two days prior to the commencement of any such work to allow communication to other residents to advise them.
- 4.8.5 The owner shall comply with the provisions of the Architectural Guidelines (if applicable).
- 4.8.6 The common property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds.
- 4.8.7 The owner shall complete all construction within a reasonable time from commencement thereof, and within the timeframe specified by the trustees, if any.
- 4.8.8 Any work done in pursuance of this rule must be done with the minimum of discomfort, disturbance, obstruction and nuisance to other occupiers of sections.
- 4.8.9 The owner accepts responsibility and shall be liable to the body corporate (or other owners, as the case may be), for any damage caused by him, his workmen, or contractors, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising therefrom.
- 4.8.10 In the event of any common property having been damaged due to construction, the trustees shall request the owner to repair the damages forthwith. If the owner fails to repair the damages within fourteen (14) calendar days after written notice given by the trustees, the trustees shall be entitled to appoint an independent contractor to repair the damages and the trustees may utilize the deposit to defray the costs of repairs. If however, the deposit is insufficient to cover the costs of repairs, the trustees shall be entitled to recover the shortfall from the owner.
- 4.8.11 The owner must ensure that his workmen and contractors comply with the relevant provisions of this rule.

Registration of structural alteration

- 4.9 The owner of the section shall ensure that the registration of the structural alteration in the Deeds Office takes place within a reasonable time after completion of construction. In this regard the owner shall comply with the following provisions and any reasonable conditions imposed by the trustees and/ or the members of the body corporate and shall do so within a reasonable time:
 - 4.9.1 The owner shall at his own cost instruct a land surveyor or architect to prepare the necessary draft sectional plans and to obtain the approval thereof from the Surveyor-General.

4.9.2 The owner shall at his own cost instruct an attorney to attend to the registration of the structural alteration in the Deeds Office.

4.10 If the owner fails to comply with any of the provisions of sub -rule 4.10 above, within a reasonable time, the owner will forfeit his deposit to the trustees.

Contravention of rule

4.11 Should any work or alterations be done in contravention of this rule, the trustees may:

4.11.1 if applicable, withdraw their consent; and/or

4.11.2 require the immediate removal of the alteration, device, addition, fitting, structure or improvement effected in contravention of the rule ('the offending item') in terms of a written notice to this effect. Should such removal not be effected within a period of 30 (thirty) calendar days from the date upon which such notice was given, the trustees may:

- (i) remove, or cause the removal of, the offending item and the reinstatement or restoration of the common property or premises, to the condition prevailing prior to the offending item being effected, at the risk and expense of the owner of the section, and/or
- (ii) approach a competent court for an interdict to compel the owner of the section to remove, or cause the removal of, any such offending item and to reinstate or restore the common property or premises to the condition previously prevailing, or to cause it to be so reinstated or restored, and/or
- (iii) recover from the owner of the section any costs attendant upon the removal of any offending item and the reinstatement or restoration of the common property or premises as aforesaid, as well as the legal costs incurred in any court proceedings,

and neither the owner nor the occupier of a section affected by such removal and/or reinstatement or restoration shall have any recourse against the body corporate or its trustees, employees or contractors for any damage which flows as a natural consequence of such removal, reinstatement or restoration, but provided that this rule shall not be so construed as to absolve the body corporate, its trustees, employees or contractors from liability for reckless or negligent conduct.

Maintenance

4.12 Any alteration, device, addition, fitting, structure or improvement (except a structural alteration to the common property) made or installed by or on behalf of an owner in terms of this rule shall be maintained by the owner and his successors in title in a state of good repair and in a clean, neat, hygienic and attractive condition, at his own expense. If an owner fails to maintain adequately such alteration, device, addition, fitting, structure or improvement (item) and any such failure persists for a period of thirty (30) calendar days after the giving of written notice to repair or maintain given by the trustees, the trustees shall be entitled to:

4.12.1 remedy the owner's failure and to recover the reasonable cost of doing so from such owner; or, in their discretion,

4.12.2 withdraw their consent; and/or

4.12.3 remove the item and to reinstate the premises or common property, or to cause such item to be removed and the premises to be reinstated, at the risk and expense of the owner.

5. Appearance from outside

- 5.1 The owner or occupier of a section shall not place, store or do anything on any part of the common property, on an exclusive use area, or in a section, including on balconies, patios, stoeps and encroachments, which in the opinion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 5.2 Owners and occupiers of sections shall ensure that their sections are provided with adequate curtaining or blinds at all times and within fourteen (14) calendar days of taking occupation.

6. Signs and notices

- 6.1 No owner or occupier of a section shall place any sign, notice, billboard, or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained. The trustees may impose any reasonable conditions when granting their consent.
- 6.2 If an owner or occupier of a section contravenes sub-rule 6.1, the trustees may request the owner or occupier to immediately remove the sign, notice, billboard or advertisement at his own cost. If an owner fails to remove the sign, notice, billboard or advertisement and any such failure persists for a period of fourteen (14) calendar days after the giving of written notice to remove by the trustees, the trustees may affect such removal at the risk and expense of the owner or occupier concerned.

7. Littering

Subject to Conduct Rule 2, an owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps, wrappers, news or magazine print or any other litter whatsoever.

8. Laundry

- 8.1 Owners and occupiers of sections shall hang their washing or laundry on the specific areas designated for that purposes by the trustees and subject to the reasonable conditions imposed from time to time by the trustees.
- 8.2 An owner or occupier of a section shall not, without the consent of the trustees in writing, erect his own washing lines, nor hang any washing or laundry or any other items in windows or on any part of the building or the common property, including on balconies, patios, stoeps, and gardens, so as to be visible from outside the building. Where an owner or occupier of a section uses a laundry rack on a balcony, he must ensure that the laundry rack is not visible from outside the building.
- 8.3 Carpets and mats shall not be shaken or dusted or beaten over balconies or through windows.

9. Storage of inflammable material and other dangerous acts

An owner or occupier of a section shall not store any material, or do or permit or allow to be done, any other dangerous act in the buildings 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 would render void any insurance affected over the property.

10. Sale of units, letting and occupancy of sections and related matters

- 10.1 All lessees of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any

grant of rights of occupancy

- 10.2 Upon the sale or other alienation of a unit, the owner or his representative shall notify the trustees or the managing agent and shall furnish them with:
- 10.2.1 the names and contact information of the purchaser or transferee;
 - 10.2.2 the estimated date on which the transfer will be registered;
 - 10.2.3 the dates when the seller or occupant will move out of the section and the purchaser or occupant will move into the section.
 - 10.2.4 a deposit to cover the body corporate in respect of any damages to the access gate, elevator or common property caused during a move, if required.
 - 10.2.5 any other documentation or information that may be required.
- 10.3 Upon the conclusion of a lease agreement or other occupancy arrangement in respect of a section, the owner or his representative shall notify the trustees or the managing agent and shall furnish them of the names and contact information of the lessee or other occupant;
- 10.3.1 the estimated date on which the transfer will be registered;
 - 10.3.2 the dates when the owner or occupant will move out of the section and the lessee or other occupant will move into the section.
 - 10.3.3 a deposit to cover the body corporate in respect of any damages to the access gate, elevator or common property caused during a move, if required.
 - 10.3.4 any other documentation or information that may be required.
- 10.4 An owner is responsible to ensure compliance to the Conduct Rules by the lessee or other occupants of his section. The owner shall at his own cost furnish the lessee or other occupants of his section with a copy of these Conduct Rules.
- 10.5 No owner of a section shall allow more than four persons to reside in a section at any time. For the purpose of this rule, a person who regularly sleeps in a section shall be deemed to reside in the section.
- 10.6 Notwithstanding sub-rule 10.5, with the prior written consent of the trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 14 calendar days at a time and not for an aggregate period of more than 28 calendar days in any calendar year.
- 10.7 A residential section shall only be used for residential purposes. No business or trade may be conducted in a section, exclusive use area or from the common property of the scheme, subject to the municipal zoning scheme. An owner or occupier of a section shall not without the prior written consent of the trustees and subject to the conditions imposed by trustees, apply to the local authority or any other relevant authority for the rezoning of his section, or make application for any consent use or waiver or departure or any other dispensation in respect thereof

11. Eradication of pests

An owner of a section shall keep his section free of rats, mice, cockroaches, white ants, borer or other wood destroying insects. If there is an indication of any infesting the managing agent

or trustees may request to enter the effected section for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section that may be damaged by any such pests shall be borne by the owner of the section concerned.

12. Arrangements when moving home

12.1 Owners and occupiers of sections and intending new arrivals shall notify the trustees or managing agent in advance of the date and time when they intend to move out of or into the section, to enable the trustees or managing agent to make suitable arrangements to safeguard the access gate.

The trustees may request the owner or occupier to pay a deposit to cover the body corporate in respect of any damages caused to the common property.

The following will be payable during a move:

- 12.2 **deposits** payable by the relevant unit owner – amount determined by the trustees - for when a move occurs.
- 12.3 Payment of actual costs to be paid by the owner of the unit concerned – this is for the services of a **security guard** [at rolling gate] during period of a move, if applicable.
- 12.4 Owners and occupiers of sections shall take care not to damage the elevator when transporting furniture or other heavy items in the elevator.
- 12.5 If the access gate or elevator or any other part of the common property is damaged during a move or otherwise, the owner of the section shall be liable to the body corporate for the costs of repairs, and the trustees may utilize the deposit paid by the owner, if any.
- 12.6 No furniture may be moved in or out through the glass door on the ground floor.
- 12.7 No vehicles may be parked in front of the elevator door in the basement.

13. Use of the Elevator

- 13.1 When using the elevator, owners and occupiers of sections shall comply with the prescribed rules of the elevator service company and the conditions imposed from time to time by the trustees. Unusual circumstances like social distancing rules imposed during the Covid-19 pandemic restricts the number of persons occupying the elevator at any time to a maximum of two or one family.
- 13.2 If when using an elevator, an owner or occupier of a section damages the mechanism or interior of the elevator, the owner of the particular section shall be liable to the body corporate for the payment of the reparation costs.
- 13.3 For the sake of the protection of children and the obligations of parents, no minor children under the age of 10 (ten) years may use an elevator without adult supervision.
- 13.4 No person may unnecessarily press the elevator buttons, or use the elevator to ride up and down without purpose.
- 13.5 The elevator may not be used during a fire, in which case the stairs should be used.

14. Noise and nuisance

- 14.1 No owner or occupier of a section shall cause or permit to be caused a disturbance by shouting, screaming or making any other loud or persistent noise or sound, including amplified noise or sound, or shall use any offensive, obscene, injurious or unbecoming language. Owners and occupiers of sections shall at all times limit noise in their sections and on the common property to a minimum and in particular:
- 14.1.1 All television, radio, stereo systems and other appliances emitting sound, must be kept at audio levels, which are reasonable in the discretion of the trustees.
 - 14.1.2 Owners or occupiers shall not cause an undue loud noise by the playing of musical instruments in their sections. No music lessons may be given, or group music sessions may take place in any section or on the common property.
 - 14.1.3 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
 - 14.1.4 Owners and occupiers of sections shall specifically between the hours of 22:00 and 08:00 maintain quietness in their sections and on the common property.
- 14.2 An owner or occupier of a section shall also 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 of a section. No owner or occupier of a section may cause or permit a nuisance on the common property to any other owner or occupier of a section.
- 14.3 Smoking of any kind is not permitted on any of the common property areas except at the designated smoking area at the braai facility.

15. Use of the common property

- 15.1 An owner or occupier shall use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners or occupiers of sections or other persons lawfully on the premises.
- 15.2 Except for the auctioning of a unit or the sale of a unit by private treaty, no auctions, sales or exhibitions may be held in a section or on the common property.
- 15.3 The abuse of alcohol on the premises is prohibited.
- 15.4 No owner or occupier of a section shall cause or permit the hitting, striking, throwing or bouncing of balls against any walls of the common property or of the building.
- 15.5 No firearms may be discharged in a section or any part of the common property, except under such circumstances, which would reasonably justify the use of a firearm for self-defense and related purposes.
- 15.6 No pellet guns may be discharged on the common property.
- 15.7 No stones or solid objects may be thrown or propelled on the common property or from any section. This includes cigarettes buds and ash.
- 15.8 No ball games may be played on the common property. Except on the grass areas around the building.
- 15.9 An owner or occupier of a section shall not erect any tent or other temporary structure on the common property, without the prior written consent of the trustees.
- 15.10 No owner or occupier of a section may remove from, or plant any shrub, tree or plant on the common property, without the prior written consent of the trustees.

- 15.11 No riding of bicycles, roller skates or ball games in building passages or basement parking area.

16. Use of the Braai facility

- 16.1 The braai facility shall be used exclusively by the owners and occupiers of sections, who shall use the facility at their own risk.
- 16.2 Owners and occupiers of sections shall comply with the following provisions and the reasonable conditions imposed from time to time by the trustees when using the braai facility:
- 16.2.1 Users shall limit noise to a minimum when using the braai area and in particular when music is played in the braai area.
 - 16.2.2 Users shall take care not to damage or soil the braai facilities and no grid may be cleaned or knocked against any wall.
 - 16.2.3 After use, the braai facility and surrounds must be left in a clean and neat condition. Users of the braai facilities must ensure that fires are properly extinguished after use. The Duinesig cleaning service agent will remove ash from this area.

17. Workers and contractors

- 17.1 Owners and occupiers of sections shall ensure that their workers and contractors obey the Conduct Rules and do not cause an unnecessary or unreasonable nuisance or disturbance in sections or on the common property.
- 17.2 Workers and contractors of owners or occupiers of sections may not receive any visitors on the premises and shall comply with the security measures and directives that the trustees may impose from time to time.
- 17.3 Workers and contractors of owners or occupiers of section shall not reside on the premises or in any section overnight.
- 17.4 Workers and contractors of owners or occupiers may not have remote controls, keys, or tags in respect of the vehicle entrance gates, pedestrian gates or for the building in their possession.

18. Security measures

- 18.1 Owners and occupiers of sections must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must:
- 18.1.1 ensure that upon entering or leaving the premises, the relevant vehicle entrance gate or pedestrian gate is properly closed;
 - 18.1.2 ensure that upon entering or leaving a building, the relevant door is properly closed;
 - 18.1.3 ensure that no unauthorized or unknown person enters the premises and buildings through any gate or door and never open a gate or door for an unauthorized or unknown person;
 - 18.1.4 report the presence of any suspicious person on the premises to the trustees or supervisor;
 - 18.1.5 not permit the use of admission devices for operating the vehicle entrance gates, pedestrian gates or the entrance into all foyers, by any person save than

by an owner or occupier of a section;

18.1.6 comply with all further security measures imposed from time to time by the trustees in their Directives.

- 18.2 No obstacles or objects, which may interfere with the normal operation of the vehicle security gate, may be inserted or placed in such a manner to avoid the automatic closure of the gate. This rule will not apply when a security guard is placed at the roller door.
- 18.3 No owner or occupier of a section may tamper with or attempt repairs to the pedestrian or vehicle security gates or any of its components, but shall report any faults to the trustees or supervisor.
- 18.4 The vehicle entrance gates shall primarily be used for the purpose of entry and exit by vehicles and shall not be used by pedestrians.
- 18.5 No vendors, salespersons or hawkers are permitted on the premises.
- 18.6 No person may stand upon, climb or jump onto or over the pedestrian or vehicle security gates or the boundary walls and fences of the premises.

19. Risk and damages

- 19.1 All persons present on the common property or using any of the facilities or services of the body corporate, are there and do so entirely at their own risk, and no person shall have any claim against the body corporate of whatsoever nature arising from such use, 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. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's employees, agents or contractors.
- 19.2 The body corporate or its employees, agents or contractors shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

20. Damages

Should any damages be caused to the common property by an occupier of a section or by the family members, guests, visitors, workers or contractors of an owner or occupier of a section, such damages shall be deemed to have been caused by the owner of the section, and the owner of the section shall be liable to the body corporate for the costs of repairs.

21. Preliminary

The Conduct Rules shall not be added to, amended or repealed except in accordance with section 10(2)(b) of the Act, and subject to the provisions of section 10(3) and (5) of the Act.

22. Binding nature

The provisions of the Act, the Management Rules, and the Conduct Rules, and the duties of the owner in relation to the use and occupation of sections and common property shall be binding on the owner of the section and the lessee or other occupant of the section, and it shall be the duty of the owner to ensure compliance with the provisions of the Act, the Management Rules and the Conduct Rules by the lessee or occupant of his section, including by the family members, visitors, guests, workers and contractors of the owner, the lessee or other occupant of the section.

23. Interpretation

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

23.1.1 '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.

23.1.2 'nuisance' means any act, omission or condition, which in the opinion of the trustees is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of owners or occupiers of sections, or which adversely affects the safety of owners or occupiers of sections, having regard to the reasonableness of the activities in question in the section or on the exclusive use area or common property concerned, and the impact which result from these activities, and the noise related to these activities.

23.1.3 'occupier of a section' shall include the 'lessee' of the section.

23.1.4 'renovation' means an internal redecoration or refurbishment of the existing décor or interior of a section including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitary ware and floor coverings.

23.1.5 'structural alteration' means an alteration which is of a permanent nature and which alters the form or structure or essential framework of an existing building or a new building, structure or building improvement to be constructed on the common property or on an exclusive use area. The following shall be regarded as a 'structural alteration' for the purpose of these rules:

- (i) The subdivision or consolidation of a section in accordance with sections 21, 22 and 23 of the Sectional Titles Act, 1986 (Act 95 of 1986, as amended).
- (ii) The extension of a section in accordance with section 24 of the Sectional Titles Act, 1986 (Act 95 of 1986, as amended).
- (iii) The extension of the scheme by the addition of sections and exclusive use areas in accordance with section 25 of the Sectional Titles Act, 1986 (Act 95 of 1986, as amended).
- (iv) The destruction of a building or buildings comprised in a scheme in accordance with section 17 of the Act.
- (v) The construction of a structure or building improvement on an exclusive use area in accordance with section 10(2)(a) of the Act.
- (vi) The enclosing of a balcony or stoep.

23.1.6 "these rules" means these Conduct Rules.

23.1.7 Words and expressions to which a meaning has been assigned in the Act and the Management Rules shall bear the meanings so assigned to them.

23.1.8 Words importing:

- (i) the singular number only shall include the plural, and the converse shall also apply;
- (ii) the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

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

23.1.9 The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

- 23.2 When any number of days is prescribed in the Conduct Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday
- 23.3 In all instances where a letter or notice is sent to an occupier of a section in terms of this rule, the notice shall also be sent to the owner of the section.

24. Directives

The trustees may issue Directives in connection with any Conduct Rule to provide direction and information as to the practical application of the Conduct Rule. The trustees are not authorised to create new Conduct Rules through their issuing of Directives. No Directive may be in conflict with any Management Rule or Conduct Rule.

25. Architectural Guidelines

The trustees may compile Architectural Guidelines in respect of the scheme to control the design and appearance of buildings and alterations, additions, devices to the common property and structures or building improvements on exclusive use areas with reference to Conduct Rule 4. The Architectural Guidelines shall be approved by the members by special resolution and may be amended from time to time by the members by special resolution. The Architectural Guidelines shall be incorporated and form part of these Conduct Rules as an annexure to the Conduct Rules.

26. Notices

- 26.1 Any notice or consent, which is required to be given to an owner or occupier of a section in terms of these rules, will be regarded as having been properly given if such notice is:
 - 26.1.1 delivered to the owner or occupier of the section by hand;
 - 26.1.2 delivered by registered mail to the owner of the section at his domicilium citandi et executandi and in respect of the occupier of the section to the address of the section, in which event it shall be regarded as having been received on the 4th day after the date of postage;
 - 26.1.3 forwarded to the owner or occupier of the section by fax or e-mail to the fax number or e-mail address of the owner or occupier of the section, in which event it shall be regarded as having been received on the date of transmission.
- 26.2 In all instances where a notice is sent to the occupier of a section in terms of these rules, a copy of the notice shall also be sent to the owner of the relevant section.

27. Written consent of the trustees

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 applicant shall furnish the trustees with all the details and documents as required by the trustees. The written consent of the trustees in terms of these rules or the withdrawal thereof shall be in such format as decided from time to time by the trustees. The trustees may attach reasonable conditions to their consent. The trustees

may summarily withdraw their consent, if any condition imposed is not complied with.

28. Breach

- 28.1 If an owner fails to make payment on due date of any amounts or penalties payable by him to the body corporate in terms of these rules and remain in default for more than 7 (seven) calendar days after written demand, the trustees may, on behalf of the body corporate institute legal proceedings against such owner without further notice. The owner shall be liable for and pay all legal costs on the scale as between attorney and own client together with collection commission and any other expenses and charges incurred by the body corporate in obtaining recovery of the amounts due.
- 28.2 If an owner of a section fails to comply with any of the provisions of these rules, the trustees may on behalf of and in the name of the body corporate serve notice on such owner calling upon him to remedy such breach within a time specified in such notice and, failing timeous compliance, without prejudice to any other rights or remedies which the trustees or the body corporate or any other owner may have in law or in terms of these rules, including the right to claim damages or to impose fines on the owner:
- 28.2.1 enter upon the section, exclusive use area or the common property (as the case may be) to take such action as may be reasonably required to remedy the breach and the owner concerned shall be liable to the body corporate for all costs so incurred, which costs shall be due and payable upon demand; and/or
 - 28.2.2 call upon such owner in writing to remove or alter within a specified period any alteration, addition, decoration, device, structure, improvement or structural alteration erected contrary to the provisions of these rules and to restore the common property, failing which, the matter shall be referred to a general meeting of the body corporate convened to afford owners the opportunity to give directions to the trustees and to afford the defaulting owner with the right to be heard. The resolution of the members at such general meeting shall be binding upon such defaulting owner and shall be implemented by the trustees; and/or
 - 28.2.3 institute proceedings in any court of competent jurisdiction for such relief the trustees may consider necessary and such owner shall be liable for and shall pay all costs of such proceedings on the scale as between attorney and own client and all other expenses and charges incurred in obtaining relief.
- 28.3 In the event of any breach of the Act, the Management Rules or the Conduct Rules by an occupier of a section or the family members, guests, visitors, workers or contractors of an owner or occupier of the section, such breach shall be deemed to have been committed by the owner of the section, without prejudice to the foregoing, the trustees shall be entitled to take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceedings against the owner of the section.
- 28.4 The owner of the section shall be liable for all legal costs, including costs between attorney and own client, collection commission, expenses, including administrative expenses, and charges incurred by the body corporate in obtaining the recovery of damages, fines and any other amounts due by the owner, lessee or occupant of the section and in enforcing compliance with the provisions of the Act, the management rules and these rules. Such damages, fines, legal costs and expenses and charges shall be deemed to be a levy debt and may be added to the applicable owner's levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.

29. Imposition of penalties

- 29.1 Owners and occupiers of sections shall advise the trustees in writing of any contravention of the Act, Management Rules or Conduct Rules by an owner or occupier of a section, providing the details of the occurrence, including the time and date, if relevant. A trustee

may also assert a contravention of the Act, the Management Rules or the Conduct Rules.

- 29.2 If the conduct of an owner or occupier of a section or his family member, visitor, guest, worker or contractor constitutes a nuisance in the opinion of the trustees, or a contravention of the Act, the Management Rules or the Conduct Rules, the trustees may:
- 29.2.1 informally notify the owner and/or the occupier of the section of the nuisance or contravention, which informal notice may take place in person, or via a telephone call, e-mail, or postal mail, and the owner and/or occupier of the section should be requested to offer a clear resolution of the issue, or
 - 29.2.2 inform the owner and/or occupier of the section by written notice of the nuisance or contravention and warn the owner and/or occupier of the section that if he fails to remedy the contravention and/or if he persists in such conduct or contravention, a penalty will be imposed on the owner of the section, or
 - 29.2.3 by written notice to the owner and/or occupier of the section, schedule a hearing before the trustees at a trustees' meeting to be held at least 14 (fourteen) calendar days after the date of the notice.
- 29.3 A simple majority of the trustees will be sufficient to adjudicate the hearing referred to in clause 29.2.3. At the hearing, the owner and/or occupier of the section shall have the right to:
- 29.3.1 be present, and to be assisted or represented by another person;
 - 29.3.2 give evidence;
 - 29.3.3 be heard;
 - 29.3.4 call witnesses;
 - 29.3.5 cross-examine any person called as a witness in support of the charge and to have access to documents produced in evidence.
- 29.4 Upon the conclusion of the hearing, the trustees shall deliberate the evidence and if so resolved, the trustees may impose a penalty for the first contravention and a further penalty or penalties for every similar contravention thereafter on the owner of the section.
- 29.5 The failure of the owner and/or occupier of the section to attend the hearing shall not invalidate the proceedings thereat.
- 29.6 The penalty imposed in terms of clause 29.4 above shall be immediately due and payable by the owner and/or occupier of the section and if not paid within 14 (fourteen) calendar days of the date of the hearing or of the date of the notice of the penalty imposed, where applicable, the penalty may be added to the contribution which the owner of the section is obliged to pay in terms of section 3 of the Act, and claimed by the trustees as part of the levies payable by the owner.
- 29.7 An owner and/or occupier of a section may appeal at each step of the process as described in this clause by written notice to the trustees, stating the reasons for his appeal. If an appeal is sought after the imposition of the penalty the owner and/or occupier shall first pay the penalty, cost and interest incurred in full to the body corporate before appealing to the trustees. Upon receipt of the appeal, the trustees may approve the reimbursement of all or part of the penalties, costs and interest incurred.
- 29.8 The trustees may from time to time determine the amounts of the penalties in respect of first and successive contraventions, subject to the directions that may be given or the restrictions that may be imposed by the members of the body corporate in a general meeting.
- 29.9 If the offender is a trustee or a family member, visitor, guest, worker or contractor of a

trustee, the said trustee shall by virtue of his interest in the matter, not be entitled to exercise his vote at the trustees' meeting.

30. Complaints

Should an owner or occupier of a section have any complaints, requests or problems that they experience in respect of the building or in regard to other occupiers of sections, he shall inform the trustees or the managing agent thereof in writing.

31. Relaxation of rules

No indulgence or relaxation in respect of these Conduct Rules shall constitute a waiver or consent, or prevent their enforcement by the trustees at any time.

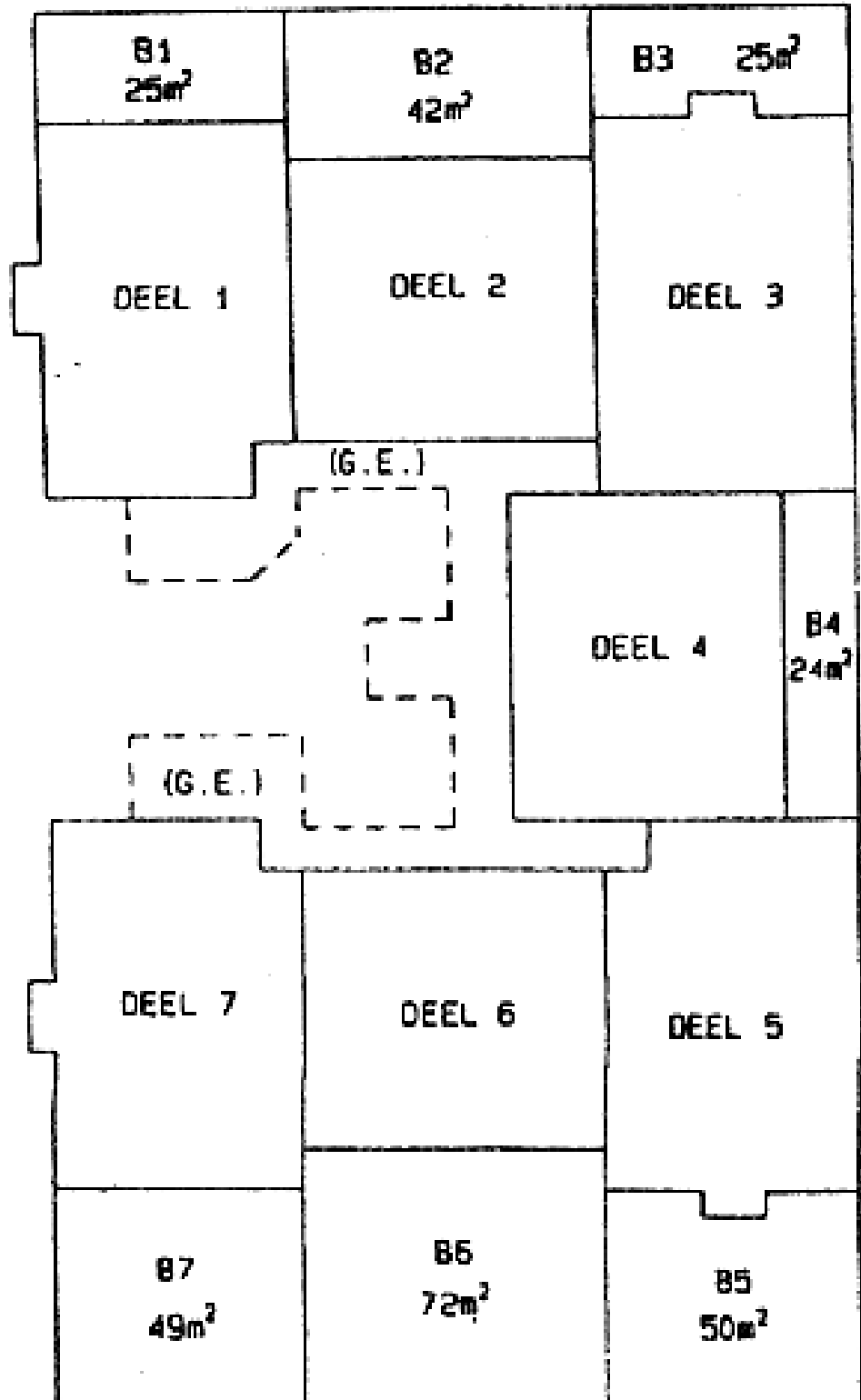
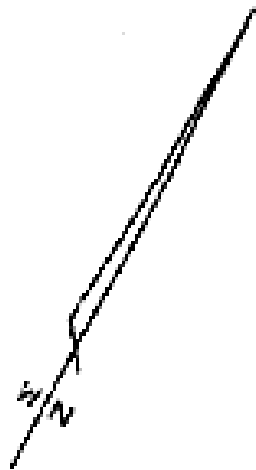
32. Creation and allocation of exclusive use areas

- 32.1 In accordance with the provisions of section 10(7) of the Act, rights of exclusive use of portions of the common property are hereby conferred on members of the body corporate, being the registered owners of units in the scheme as set out hereunder.
- 32.2 The portions of the common property referred to in sub-rule 32.1 hereinabove, are the areas marked as follows: 'B' for balconies, 'P' for parking and 'S' for stores and individually numbered on the plans in "Schedule A", which sketch plan-drawing according to scale, is a layout plan of the particular portions of the common property.
- 32.3 The areas, which are referred to in sub-rule 32.2 hereinabove, shall be used as balconies, parking or storerooms and for related purposes.
- 32.4 The said exclusive use areas are hereby allocated to the owners of units (related sections), as set out in the Schedule, attached hereto, marked "Schedule B".
- 32.5 When the related section is transferred, the new owner of the related section will automatically obtain the right of exclusive use of the related exclusive use area.
- 32.6 The rights created in accordance with this rule, are not real rights as aimed in article 27(6) of the Sectional Titles Act, 1986 (Act 95 of 1986, as amended).
- 32.7 The exclusive use areas created, allocated and held in accordance with this rule, shall be considered as exclusive use areas for the purposes of:
- 32.7.1 the imposition and recovery of levies, as aimed in section 3(c) of the Act, provided that in determining the additional levy payable in respect of the exclusive use areas, 50% (fifty percent) of the balconies, 50% (fifty percent) of the parking and 200% (two hundred percent) of the storeroom, square meter of each exclusive area as indicated in "Schedule A" will be added to the square meter of the allocated units in determining the tariff relating to the reserve fund applicable per the calculated square meter of a section (the square meter of the exclusive use areas per unit, that will be added are indicated in the last column of "Schedule A");
 - 32.7.2 the maintenance thereof by the body corporate pursuant to section 3(1)(j) of the Act, subject to the duties of the owner of the related section to keep his exclusive use area in a clean and neat condition, as stipulated in section 13 of the Act;
 - 32.7.3 the usage thereof by, and the conduct of owners or occupiers of related sections who use it;
 - 32.7.4 the authority of the trustees to consider and allow or to refuse the erection of a structure or improvement on an exclusive use area, as contemplated in section 10(2)(a) of the Act.

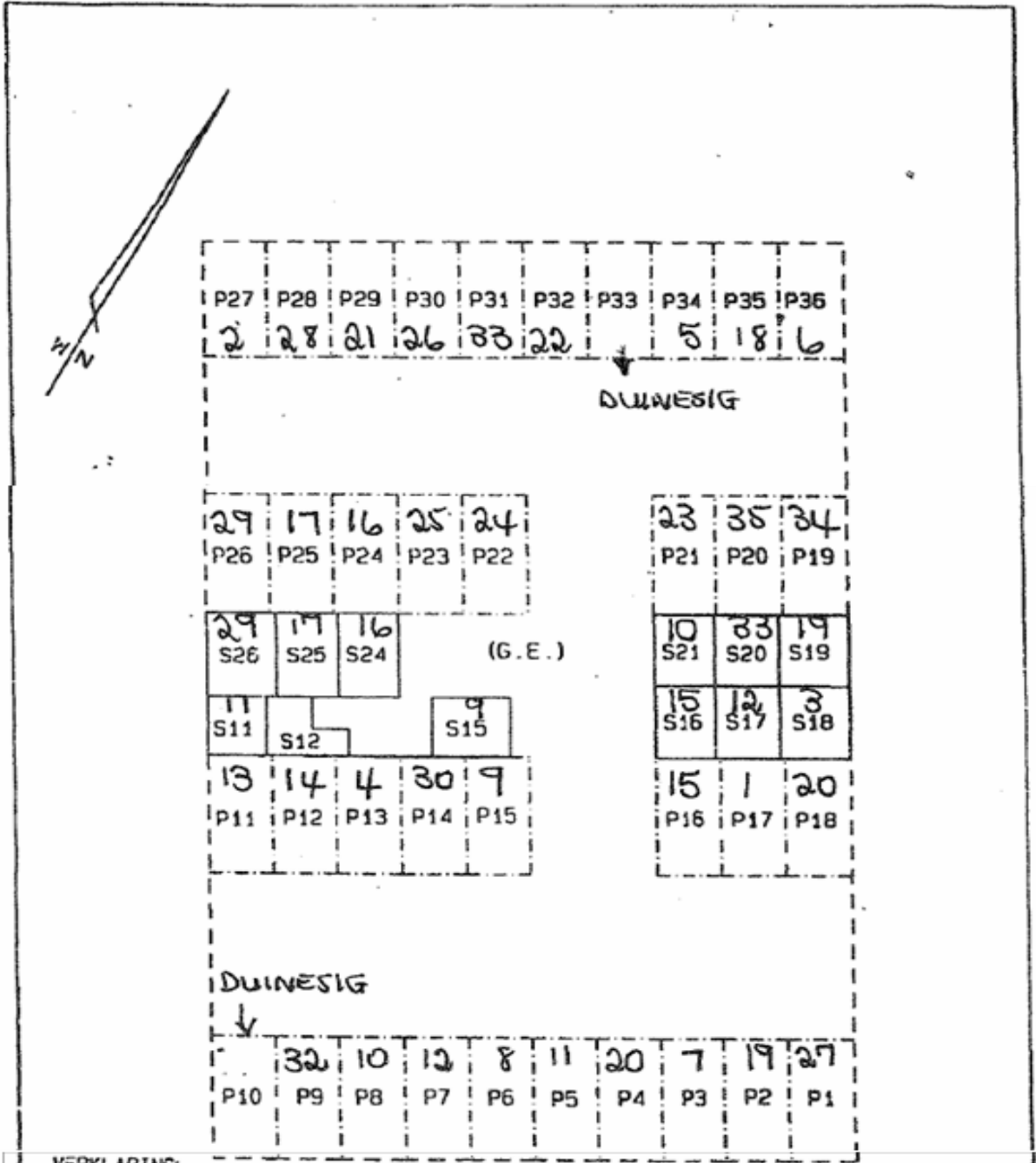
- 32.8 An exclusive use area created in terms of this rule may only be cancelled by way of a suitable amendment of this rule by special resolution of the members of the body corporate, provided that the written consent is obtained from the owner of the related section.

Allocated to the owners of the following units (related sections)	Exclusive use area (balcony)	Extent (square meters)	Exclusive use area (parking)	Extent (square meters)	Exclusive use area (storeroom)	Extent (square meters)	Total Weighted Square meters for total part of exclusive use area
WEIGHT		50%		50%		200%	
1	B1	25	P17	13			19
2	B2	42	P27	13			28
3	B3	25	P10	13	S18	8	35
4	B4	24	P13	13			19
5	B5	50	P34	13			32
6	B6	72	P36	13			43
7	B7	49	P3	13			31
8			P6	13			7
9			P15	13	S15	7	21
10			P8	13	S21	7	21
11			P5	13	S11	5	17
12			P7	13	S17	7	21
13			P11	13			7
14			P12	13			7
15			P18	13	S16	7	21
16			P24	13	S24	8	23
17			P25	13	S25	8	23
18			P35	13			7
19			P2	13	S19	8	23
20			P4	13			7
21			P29	13			7
22			P32	13			7
23			P21	13			7
24			P22	13			7
25			P23	13			7
26			P30	13			7
27			P1	13			7
28			P28	13			7
29			P26	13	S26	9	25
30			P14	13			7
31			P33	13			7
32			P9	13			7
33			P31	13	S20	7	21
34			P19	13			7
35			P20	13			7

SCHEDULE B
BALCONIES LAYOUT



SCHEDULE B
(word vervang met bladsy aangeheg) PARKING LAYOUT



VERKLARING:
S = Stoor
P = Parkering

NOTES:
1. (G.E.) stel gemeenskaplike eiendom voor.

LANDMETER: I.S. THOMSON Geteken
Dunn Jennings Goulee
Maritzstraat 9
Bellville
7530
Datum: 15 September 1998

DUINESIG
TEKENINGTITEL:
Gebou 1: Uitleg van uitsluitlike gebruiksgediede op kelderverdiepingvlak
Skaal 1: 250