

CONDUCT RULES

(Section 35(2) (b) of the Sectional Titles Act No 95 of 1986)

*For the Use and Enjoyment of
the Sections and Common Property of*

Heritage Villas

SECTIONAL TITLE SCHEME
SS NO 319/2006

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PRELIMINARY

A. APPLICABILITY

- (1) *The provisions of the Sectional Titles Act, No 95 of 1986, the Management Rules and the Conduct Rules apply to all owners and occupiers in Heritage Villas.*
- (2) *These Conduct Rules, the provisions of Management Rule 68, and of Section 44 of the Sectional Titles Act, No 95 of 1986, as amended from time to time, are applicable to and binding upon the trustees, the manager (if so contracted), the managing agent (if so contracted), and all owners, tenants (lessees), and other occupiers of sections.*
- (2) *It shall be the responsibility of an owner to ensure compliance with these Rules by the tenant (lessee) or the occupier of his section, including, his or their employees and contractors, visitors (guests) and family members.*
- (3) *An owner is strictly liable for payment in respect of any damages caused by and for any penalty imposed on him or on any person referred to in sub-rule (2).*

B. INTERPRETATION

- (1) *The clause headings are for convenient reference and shall be disregarded in construing these Rules.*
- (2) *Unless the context clearly indicates a contrary intention: -*
 - (a) *The singular shall include the plural and vice versa; and*
 - (b) *A reference to any one gender shall include the other genders; and*
 - (c) *A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.*
- (3) *Words and expressions defined in the Sectional Titles Act, No 95 of 1986 and annexures thereto, shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Act and annexures thereto.*
- (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.*
- (5) *Where numbers are expressed in words and in numerals in these Rules, the words shall prevail if there is any conflict between the two.*

C. DIRECTIVES

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

D. GUIDELINES

- (1) *The trustees may from time to time prepare and revise Guidelines in respect of alterations or additions referred to in Conduct Rule 4. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colour, and manner of installation required in respect of alterations or additions to ensure uniformity of construction.*
- (2) *Unless the existing Guidelines were approved by the members by ordinary resolution majority at the meeting at which these Conduct Rules were adopted, the Guidelines shall be so adopted at the first subsequent annual or special general meeting.*
- (3) *At every subsequent annual general meeting any amendments proposed by the trustees shall be tabled for consideration and approved by the members by ordinary resolution majority, with or without amendment.*
- (4) *The Guidelines shall, by virtue of these Conduct Rules, be binding upon owners and occupiers and shall be strictly adhered to by them.*

1. ANIMALS, INSECTS, REPTILES, AND BIRDS (PETS)

- (1) An owner shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, insect, reptile or bird (hereafter 'pet') in a section or on the common property.
- (2) All owners and occupiers keeping a pet in terms of sub-rule (1) above, or in respect of any rules in force prior to the adoption of these rules, shall comply with the following:
 - (a) no Bull Dogs, Bull Mastiffs, German Shepherds, Dobermans, Bull Terriers, Rotweilers, Labradors, or any other similar dogs or any crossbreeds including one of the above dogs, or any dog taller than 40 (forty) centimetres, measured from the ground to the middle of the back, shall be allowed in a section, an exclusive use area or on the common property;
 - (b) dogs may only be kept in a section or in a secured exclusive use area;
 - (c) dogs shall only be allowed on the common property if controlled on a leash;
 - (d) no animals, insects, reptiles or birds are allowed to be left unattended on the common property;
 - (e) all cats and dogs must wear identity tags with the telephone number and/or the section number of the owner or occupier clearly visible thereon;
 - (f) owners or occupiers shall ensure that their animals do not foul the common property, nor cause a nuisance or excessive noise to any other owner or occupier;
 - (g) all excrement of animals is to be removed immediately from the common property and disposed of in an appropriate manner; and
 - (h) owners or occupiers shall ensure that their animals, insects, reptiles or birds do not cause harm or injury to any owner or occupier, or damage to any property;
 - (i) no cages, kennels or any structure used for purposes of keeping a pet may be visible from the common property;
 - (j) an owner or occupier may keep a maximum of two dogs per section;
 - (k) no dogs are allowed to be kept on a temporary basis.
- (3) When granting approval in terms of sub-rule (1) above, the trustees may prescribe any reasonable conditions and/or Directives.

- (4) The trustees may withdraw approval granted in terms of sub-rule (1) in the event of breach of a sub-rule, condition or Directive prescribed in terms of sub-rules (2) or (3), upon which the owner or occupier has to remove the animal, insect, reptile or bird from the section and the common property.

2. REFUSE DISPOSAL

- (1) An owner or occupier of a section shall: -
- (a) maintain in a hygienic and dry condition, a receptacle for refuse within his section or his exclusive use area;
 - (b) ensure that before refuse is placed in such receptacle it is securely wrapped in a suitable strong plastic bag, and in the case of tins or other containers, completely drained, before it is placed in such plastic bag and such receptacle;
 - (c) for the purpose of having the refuse collected, place, before 09h00, in front of the section, such securely wrapped plastic bag(s) on such days as may be determined by the trustees from time to time in their directives;
 - (d) not place refuse bags outside his or her section over weekend and on public holidays due to the fact that no removal services are available.
- (2) An owner or occupier of a section shall comply with any other Directives issued by the trustees regarding refuse disposal.

3. PARKING AND DRIVING OF VEHICLES

- (1) No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
- (2) Notwithstanding sub-rule (1), an owner may park or stand any vehicle, or permit or allow any vehicle to be parked or stood upon the exclusive use parking area allocated to his unit.
- (3) Owners or occupiers shall not: -
- (a) park or cause or to be parked, or stood upon, any vehicle on the common property other than on demarcated parking bays and subject to the provisions of sub-rules (1) and (2) above.
 - (b) drive their vehicles within the common property in any manner that creates a nuisance;

- (c) allow any unlicensed person to drive any vehicle within the common property;
 - (d) allow any unlicensed vehicle to be driven or parked on the common property;
 - (e) park or cause to be parked, or stood upon, any vehicle, including that of visitors, on any area allocated to an owner or occupier of another section without his or her consent;
 - (f) be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section;
 - (g) be allowed to reside or sleep in a vehicle, garage or on any part of the common property or exclusive use area;
 - (h) double park a vehicle;
 - (i) park more than one vehicle in a driveway.
- (4) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors, do not drip oil or brake fluid on the common property or in any other way deface the common property. If this rule is not complied with, the owner or occupier will be responsible to pay the costs of restoration of such area and which may be added to his or her monthly levies due in terms of section 37(1) of the Act.
 - (5) Vehicles may not exceed a speed of 20 (twenty) kilometres per hour on any part of the common property.
 - (6) The trustees may demarcate, in the form of yellow lines, areas where parking is prohibited.
 - (7) Washing of vehicles shall only take place in the area designated by the trustees from time to time.
 - (8) No caravan, boat, trailer may be used on the common property or be parked in front of sections. No commercial vehicle weighing in excess of a 1 (one) ton shall be allowed on any part of a section, exclusive use area or the common property.
 - (9) Vehicles must be parked pointing in the direction of the traffic flow and may furthermore not be parked in any manner that would cause a discomfort or hinder access or movement of owners, occupiers or persons on the premises.
 - (10) An owner or occupier shall comply with any further Directives issued by the trustees in respect of this Conduct Rule.

- (11) The trustees may cause to be removed or towed away, or its wheels to be clamped, at the risk and expense of the owner and/or driver of the vehicle, including payment of a release penalty to be determined by the trustees from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.

4. **DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY AND SECTIONS**

MINOR ALTERATIONS

- (1) As far as minor alterations, fixtures or additions are concerned, an owner, lessee or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.
- (2) Notwithstanding sub-rule (1), an owner or person authorised by him or her, may install: -
- (a) any locking device, safety gate, burglar bars, or other safety device for the protection of his or her section; or
 - (b) 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.

- (3) An owner or person authorised by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including stoeps or patios, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, generators, chimneys, canopies, awnings, shade covers, carport covers, steps, braais or similar items without the prior written consent of the trustees, who may attach reasonable conditions to their consent; provided that no air conditioners may be attached or fixed to any part the outside of buildings or other parts of the common property.
- (4) A request for the trustees' consent or approval contemplated in sub-rules (1), (2) or (3), must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.
- (5) The trustees' consent for such structures as contemplated in sub-rule (3) may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost. Should an owner fail to remove such item and any such failure persists for a period of 30 (thirty) days

after written notice to remove is given by the trustees or the managing agent on their behalf, the trustees may have same removed at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting therefrom.

STRUCTURAL ALTERATIONS

- (6) Any structural alteration affecting a section and the common property, and alterations to work to plumbing, electrical installations or conduits, may only be carried out after: –
 - (a) compliance with all relevant provisions of the Sectional Titles Act, No 95 of 1986 and the Rules;
 - (b) obtaining the written approval of the local authority, if applicable; and
 - (c) obtaining the written consent of the trustees, which may be accompanied by conditions.
- (7) All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority.
- (8) In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including the enclosure of patios or stoeps, the removal, creation, or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section: -
 - (a) A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their provisional consent.
 - (b) The trustees may grant provisional consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The trustees may request that a report by a structural engineer or architect be furnished.
 - (c) If provisional consent is given, the owner must proceed to have building plans prepared and approved by the local authority (if required), and which may not deviate from the sketch plan.
 - (d) Before final approval, the owner must canvass the comments of immediate neighbours, and submit it to the trustees for consideration.

- (e) A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees.
- (f) If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations.
- (g) After obtaining all the required information and advice, the trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions.
- (h) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

ALL ALTERATIONS

- (10) In respect of all work done at the instance of an owner of a section, the following shall apply: -
 - (a) The owner shall liaise with the trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises and the temporary storage of building material and machinery on the premises. The owner shall furnish the trustees, managing agent or manager with the contact details of all contractors who intend to enter the premises.
 - (b) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines.
 - (c) All doors, including garage doors, security gates, windows, window frames and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building or common property.
 - (d) The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case may be), for any damage caused by him or her, his or her workmen, contractors, or any other person, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising therefrom.
 - (e) Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 08h00 to 17h00, or during the hours 08h00 to 13h00 on Saturdays, but not at all on Sundays or public holidays.
 - (h) Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other

occupiers and must be concluded as expeditiously as possible, within the time frame specified, if any. Any rubble or other building material, tools or equipment shall be removed from the common property or any part of a section as soon as possible or within such reasonable time as determined by the trustees.

- (i) Any deposit payable in terms of this Rule, to the trustees or any person designated by them, shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the trustees.
 - (j) All charges, damages, expenses and penalties raised against the owner in terms of this Rule, are payable upon demand and, if unpaid, trustees may deduct such items from the owner's deposit and/or add the amount to his or her levy account.
 - (k) The owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.
- (11) In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition.
 - (12) If any work done by or on behalf of an owner in pursuance of the provisions of this Rule results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
 - (13) Any alteration, improvement, fixture or addition or similar items made or installed by an owner in terms of this Rule shall be maintained by the owner concerned and his or her successor in title, in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
 - (14) For the purposes of this Rule, the trustees shall have the discretion to decide what constitutes a 'minor alteration,' or 'structural alteration' subject to any Directives that may be given by members at a general meeting, by majority vote.
 - (15) If an owner (or person authorised by him or her) effects any work referred to in this Rule without obtaining the trustees' consent, or fails to comply with the imposed conditions, or to conform to the Guidelines or required quality and

appearance, or should an owner in any other way contravene any sub-rule, the trustees may request an owner to remove such structure at his or her own cost. Should an owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 30 (thirty) days after written notice given by the trustees, the trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting therefrom.

5. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY

- (1) The owner or occupier of a section shall not place or do anything on any part of the common property, or a section, including but not limited to patios, stoeps and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) Owners and occupiers shall ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All linings to curtains or blinds, when viewed from outside, must be of neutral colour or white, acceptable to the trustees in their discretion.
- (3) Owners or occupiers, their visitors or guests, may not loiter or leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.
- (4) Notwithstanding sub-rules (1) and (3) an owner or occupier may, with the prior written consent of the trustees place, store, or leave any object on a part of the common property, or allow or permit it to be so placed, stored, or left.
- (5) No objects other than plant holders may be placed on window sills of sections.
- (5) The trustees may issue further Directives pertaining to this Rule.

6. SIGNS AND NOTICES

- (1) No owner or occupier of a section shall place any sign, notice, flag, 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.
- (2) The trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the owner and such owner and/or occupier shall have no claim against the body corporate or the trustees as a result of their functions performed in terms of this provision.

7. LITTERING

- (1) An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

8. LAUNDRY

- (1) An owner or occupier of a section may erect his or her own washing lines in the garden area adjoining his section provided that no laundry, washing or any other suchlike items may be hung or placed so as to be visible from outside the buildings or from any other section.

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- (1) An owner or occupier shall not keep or store any hazardous material in a section or on the common property, 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 effected over the property.

10. LETTING AND OCCUPANCY

- (1) All tenants (lessees) of units and other persons granted rights of occupancy by any owner of a unit 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.
- (2) An owner shall provide a lessee with a copy of the Management Rules and these Conduct Rules prior to such person taking occupation.
- (3) Within 30 days of entering into a lease agreement, whether in writing or verbal, the owner shall notify the trustees of: -
 - (a) the full names, identity numbers and contact telephone numbers of the lessee(s) and other occupiers of the section;
 - (b) the duration of the agreement;
 - (c) the address and telephone number(s) of the owner; and
 - (d) confirmation that the lessee(s) and other occupiers have been given a copy of the Conduct Rules and Directives.

- (4) No owner, tenant (lessee) or occupier of a section shall allow more than two persons per bedroom to reside in a section at any one time.
- (5) An owner shall notify the manager, managing agent or trustees forthwith in writing of any change of ownership in, or occupation of his section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his or her section.
- (6) No form of "time-sharing" or any similar arrangement whereby a person other than the owner or his immediate family may utilise a section for a specified period or periods of time may be concluded in respect of a section.
- (7) No section may be leased to any person for a period of less than 3 (three) months.

11. ERADICATION OF PESTS

- (1) An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorised agents or employees, to enter upon his or her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests.
- (2) 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. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS

- (1) Except for a sale in execution of a unit, no auction, or similar sales or exhibitions or units on show ("show houses"), shall be held on the common property or in a section, nor may any section be used for any professional, commercial or industrial purpose whatsoever. Units may be used for residential purposes only.
- (2) An owner, lessee or occupier will be responsible for adequate supervision of his or her children, or children of their visitors, and shall foresee that no nuisance is caused or common property damaged and in particular children may not tamper with post boxes, plants, taps, water hoses and lights.
- (3) No tent, gazebo or similar structure may be erected on an exclusive use area or any part of the common property.
- (4) No article or object may be left or stored on an exclusive use area or any part of the common property without the prior written consent of the trustees.

- (5) The throwing of stones or other solid objects on the common property is prohibited.
- (6) In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.
- (7) The body corporate or its agent's representatives or domestic employees 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.
- (8) No person may reside in a garage or store room, an exclusive use area or the common property.
- (9) No balls games are permitted on the common property except on such areas as designated by the trustees from time to time.

13. NOISE, DISTURBANCE AND NUISANCE

- (1) No owner, lessee or occupier may permit anything to be done in his or her section, exclusive use area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the buildings, or permit or cause any disturbance or allow his or her children or visitors to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupiers.
- (2) All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of the trustees. Particularly on Sundays, Public Holidays, and between the hours of 22h00 and 08h00 on Mondays to Saturdays, owners and occupiers shall maintain quietness in their sections, exclusive use areas and on the common property.
- (3) The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
- (4) 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.
- (5) No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.
- (6) No racing of vehicles, motorcycles or bicycles is allowed on the common property.

- (7) The use of soap box carts, skate boards, roller skates, or similar items or gear, on the common property, is strictly prohibited.

14. SECURITY, SAFETY AND RISK

- (1) Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must -
- (a) ensure that upon entering or leaving the premises or garage, all security doors and gates and garage doors are properly closed;
 - (b) ensure that such doors and gates are never opened for unknown or uninvited persons;
 - (c) comply with any further security measures or Directives implemented by the trustees;
 - (d) ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the trustees.
- (2) All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the 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 or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.

15. EMPLOYEES

- (1) Owners, lessees and occupiers of sections may not request employees of the body corporate to perform any task for them during their working hours.
- (2) Owners, lessees and occupiers may not interfere with body corporate employees in the performance of their duties and must give their full co-operation to such employees.
- (3) An owner, lessee or occupier shall be responsible for the conduct of their own employees, and for any persons visiting his or her employees.
- (4) An owner, lessee or occupier shall ensure that his or her employees, including their visitors or guests, do not loiter on the common property or cause a nuisance to other occupiers.

- (5) No employees of owners, lessees or occupiers may sleep in or over, or otherwise reside, in a section, exclusive use area or any part of the common property.
- (6) Owners, lessees or occupiers shall ensure that their employees comply with the Conduct Rules and Directives.

16. IMPOSITION OF PENALTIES

- (1) If the conduct of an owner or an occupier of a section or his visitors or guests constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and occupier with a written notice which may in the discretion of the trustees be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.
- (2) If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting of trustees to discuss the matter and to impose a fine.
- (3) A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 14 (fourteen) days before the meeting is held. At the meeting the owner and/or occupier must be given the opportunity to:-
 - (a) present his or her own case;
 - (b) present any evidence, including calling of witnesses, to substantiate his or her case;
 - (c) cross-examine any witnesses called on behalf of the body corporate;
 - (d) disclosure of any relevant documents.
- (4) After the owner or occupier has been given the opportunity to present his case, the trustees may by way of an ordinary majority vote, impose an *initial penalty* for the first offence and a *subsequent penalty* for every similar offence thereafter.
- (5) Should the owner or occupier not attend the meeting without providing a reasonable request for postponement, the trustees, in their sole discretion, may continue with the meeting and impose a fine in the owner and/or occupier's absence.
- (6) Any fine imposed in terms of sub-rule (4), may if it is not paid within 14 (fourteen) days after the offender and owner (if the offender is not an owner) has been notified of the imposition of the fine, be added to the contribution which an owner

is obliged to pay in terms of s 37(1) of the Act and claimed by the trustees as part of the monthly instalments payable by the owner.

- (7) The body corporate may determine the amounts of the *initial* and *subsequent* penalties at the same meeting that this rule is adopted. Notwithstanding the aforementioned the body corporate may, at any general meeting, from time to time, determine the amount of the *initial* and *subsequent* penalties.
- (8) The imposition of a fine on any owner does not affect the right of the body corporate to apply to a court for an appropriate order or refer the matter to arbitration and the trustees may elect, on behalf of the body corporate, to impose any one or more options.

17. COMPLAINTS

- (1) All complaints are to be submitted to the managing agent (if appointed) or the trustees in writing who shall investigate the matter and notify the owner or occupier in writing of the outcome thereof.
- (2) The trustees may issue Directives, from time to time, as to where complaints may be sent or delivered to.

18. COMMON GARDEN AREA

- (1) It is the responsibility of the trustees, on behalf of the body corporate, to maintain all lawns, shrubs and trees.
- (2) Owners and occupiers shall not damage lawns, shrubs, trees or any other plants, lights, benches or other structures or objects on the common property. In the event of any damage the owner shall be liable for the costs attributed thereto.
- (3) An owner, lessee or occupier may not plant or remove any shrub, tree or plant on his or her exclusive use area or on the common property without the prior written approval of the trustees who may impose condition.

19. GARDENS AREAS

- (1) The provisions of this rule shall apply to all garden areas adjoining the respective owners' sections.
- (2) Each garden shall be kept in a tidy and neat condition by the owner who shall also cause such area to be watered sufficiently. Trustees shall cause the lawns to be mowed regularly. Lawns of enclosed areas shall only be mown if the access gates to such areas are unlocked at such times specified by the trustees or the managing agent. All dogs must be locked inside the sections or otherwise removed or prevented from gaining access to such areas at such specified times.

- (3) An owner or occupier shall allow body corporate employees or contractors access to garden areas for purposes of inspection and/or repairs and maintenance of the common property.
- (4) The owner of a section shall keep his garden area in a clean and neat condition. Should the owner fail to comply the trustees may give the owner one month's written notice. Should the owner fail to ensure that the area is restored to a condition acceptable to the trustees, the trustees remedy such failure and recover the reasonable costs from such owner.
- (5) Owners are remain responsible for the provision of this rule in the event that the property is leased and as such the owner shall ensure that the lessee complies with the provisions hereof.
- (6) No garden area may be used in such a manner so as to adversely affect the safety, appearance and attractiveness of the common property.

20. RELAXATION OF RULES

- (1) No indulgence or relaxation in the application of these Conduct Rules, shall constitute a waiver or consent, or prevent the enforcement thereof by the trustees.