

Little Greece

CONDUCT RULES

1. PRELIMINARY

- (a) The rules contained in this schedule shall not be added to, amended or repealed except by special resolution of the members of the Body Corporate in accordance with the Act.
- (b) These Conduct Rules, the provisions of Management Rule 68, and of Section 44 of Act 95 of 1986, as amended from time to time, are applicable to and binding upon all owners of units, tenants, and other occupiers of sections. It shall be the responsibility of an owner to ensure compliance with these provisions by all occupiers of his or her section, and his or her visitors, employees, and contractors.
- (c) Irrespective of (b) above, it remains the duty of an owner to ensure that the occupiers of his section observe and comply with the relevant provisions of the Act, Management Rules and these Conduct Rules.

2. INTERPRETATION

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

- (a) '**Act**' means the Sectional Titles Act No 95 of 1986, as amended from time to time.
- (b) '**Trustee**' includes an alternate trustee.
- (c) Words importing the singular shall include the plural, and the converse shall also apply.
- (d) The words used shall bear the meanings ascribed to them in the Act.
- (e) The headings to rules are for convenient reference and do not affect the interpretation of the rules.

3. ANIMALS, REPTILES, BIRDS AND INSECTS

- (1) No pet, be it an animal, reptile, bird, or insect, shall be kept in a section or on the common property, unless-
 - (a) The written consent of the trustees has been obtained.
- (2) Subsequent to rule 3.1 no further animals may be kept or allowed in a section or on the common property,
- (3) The trustees may withdraw their consent in the event of any breach of a condition imposed upon the keeping of an animal, upon which the owner or occupier must, within 30 days, or such shorter period as the trustees may consider necessary, remove the animal, reptile or bird from the section and the common property.
- (4) Owners and occupiers shall ensure that their animals do not foul the common property, nor cause a nuisance to any other owner or occupier. These requirements shall be regarded as conditions imposed by trustees.
- (5) Upon the breach of, or non-compliance with, the provisions of this Rule, the owner of the relevant section may become liable for a penalty or penalties imposed under Rule 19.
- (6) In suitable circumstances, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of an animal, reptile, insects or bird from a section or the common property, and the owner of the relevant section shall be liable for such costs as are referred to in Management Rule 31(5), relating to the application.

4. VEHICLES

- (1) No person may park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, other than in parking bay allocated to him as an exclusive use area, or in an area demarcated and approved for that purpose by the trustees.
- (2) No person may park or leave a vehicle in a manner or position which obstructs the flow of traffic or access to or egress from doors, garages or parking bays. One vehicle may not occupy two parking bays, or protrude beyond the boundaries of a parking bay.
- (3) No caravans, trucks, trailers, boats, buses or similar heavy vehicles, within accordance of point 2, are allowed on the common property without the prior written consent of the trustees, which consent may be given subject to conditions which must be observed.
- (4) Owners and occupiers must ensure that their visitors and guests, including contractors and workmen, observe sub-rules (1), (2) and (3).
- (5) The trustees may remove or cause to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the trustees from time to time, any vehicle parked, standing or abandoned on the common property in contravention of these rules.
- (6) Owners with parking bays which are registered as sections may request, and hereby authorise the trustees to remove or cause to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the trustees from time to time, any vehicle parked, standing or abandoned on such parking sections without the permission of the relevant

owner or occupier.

- (7) No owner, occupier, or their visitors and guests, including contractors and workmen, may use, or allow the use of an exclusive use parking bay, unless such owner or occupier is entitled to the use thereof.
- (8) The parking of a vehicle is done at the risk of the owner of the vehicle and no responsibility or liability shall attach to the Body Corporate or its agents or employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer as a consequence of his vehicle having been parked on the common property.
- (9) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, including contractors and workmen, do not drip fuel, oil, brake fluid or other substance on the common property or in any other way deface the common property.
- (10) No owner or occupier shall be permitted to, or allow another person to, dismantle or effect repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- (11) Owners and occupiers of sections shall observe, and ensure that their visitors and guests, including contractors and workmen-
 - (a) Observe and obey all road signs on the common property and do not drive their vehicles on the common property in a manner which causes a risk or danger to persons or property, or a nuisance to their persons, in the opinion of the trustees;
 - (b) Do not drive a vehicle or allow it to be driven without the driver being properly licensed, as required by law in respect of public roads;
 - (c) Do not sound their hooters within the boundaries nor at the gate of the scheme, except in the event of an imminent emergency.
- (12) No person may reside or sleep in a vehicle, trailer or caravan, or in a garage or carport, or on any part of the common property.
- (13) Vehicles may not exceed a speed of 10 kilometres per hour on any part of the common property.
- (14) Every owner and occupier shall comply with any directives issued by trustees from time to time regarding the parking of vehicles.
- (15) Motor Vehicles of visitors may only be parked on such areas as area specifically demarcated for that purposes. Where parking areas are demarcated for visitors, such areas may only be used for visitors parking and no circumstances may any owner or the tenant residing in the unit or any member of their family residing in the unit park their vehicles in such areas.
- (16) Notwithstanding any penalties which may be imposed under the provisions the above sub-rules, an owner or occupier which is in breach or non-compliance with the provisions of this rule, or any directives issued in terms hereof, shall render the relevant owner subject to the imposition of a penalty or penalties in terms of Rule 17.

5. REFUSE DISPOSAL

An owner or occupier of a section shall-

- (1) if so directed by the trustees in terms of sub-rule (5), maintain in an hygienic and dry condition, a

receptacle for refuse within his section, or on such part of the common property as may be directed by the trustees in writing;

- (2) ensure that before refuse is placed on any such area, it is securely wrapped in suitable, strong plastic bags, and in the case of tins or other containers, that they are completely drained;
- (3) for the purpose of having the refuse collected, place such plastic bags within the area and at the times designated by the trustees in directives issued in terms of sub-rule (5);
- (4) when the refuse has been collected, promptly return the receptacle, if any, to his section or other area referred to in sub-rule (1);
- (5) comply with any directives issued by trustees from time to time regarding the disposal of refuse, and not dispose or allow the disposal of any refuse, waste, or rubbish in any other manner than as provided in this Rule and such directives.

6. DAMAGE, REPAIRS, MAINTENANCE ALTERATIONS, RENOVATIONS, OR ADDITIONS TO SECTIONS AND COMMON PROPERTY

- (1) It is recorded that the exterior of sections, including windows and doors, are part of the common property and that as such, (save as provided in the Act, Management Rules, and these Conduct Rules), no owner or occupier may alter, damage, improve or add thereto in any manner.
 - (2) As far as minor alterations, fixtures or additions are concerned, an owner 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.
 - (3) (a) Notwithstanding sub-rule (1), an owner or person authorised by him, may install:
 - (i) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - (ii) 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.
 - (b) All security screens or bars to sections must be expandable 'Trellidor' or other design approved by the trustees in writing, and must be finished in white epoxy coating.
 - (c) All security doors to sections must be white epoxy coated and of 'Trellidor' as approved by the trustees or other design approved by the trustees in writing. Details of such design are obtainable from the trustees.
 - (d) All front doors must remain wooden varnished.
- (4) No radio or television aerials, satellite dishes or similar items may be attached to any part of the exterior of buildings, including balconies. In the event of common systems being installed by the body corporate for the reception and distribution of communication signals, all owners shall be liable to contribute towards the costs of installation and maintenance thereof, whether upon the basis of participation quotas or as a service cost, as may be decided by the members by majority vote.
 - (5) The trustees are authorised, after 7 days written notice having been given to the relevant owner and

occupier, to remove, or cause the removal, and or restitution of any alteration, improvement, fixture or addition effected in contravention of sub-rules (1), (2), (3) and (4) above, at the risk and expense of the owner or occupier concerned, who shall have no redress against the body corporate or its trustees, employees or contractors for any damage resulting there from.

- (6) An owner shall be liable for any damage caused by themselves or the occupiers of his or her section, or their visitors and guests, including contractors and workmen, to the common property.
- (7) A request for trustees' consent or approval contemplated in sub-rules (2) or (3) must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, shape, size, material colour and location of the proposed item.
- (8) Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this rule shall be kept by the owner concerned in a state of good repair and in a clean, neat, hygienic and attractive condition, at his own expense, in absence or which trustees may, after having given 30 days written notice to such effect, have the necessary done to remedy the owner's failure. Any expenses so incurred may be recovered from the owner concerned and may be added to his levy account.
- (9) 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.
- (10) Any work done in pursuance of this rule, must be done –
 - (a) during the hours 08:00 to 17:00;
 - (b) on weekdays;
 - (c) not during the Easter Holiday inclusive of the Thursday before, and the Tuesday after or during the period 15th December to 10th January, any other public holidays, Saturdays, and Sundays;
 - (d) with the minimum of discomfort, disturbance obstruction, and nuisance to other occupiers;
 - (e) and must be concluded as expeditiously as possible, within the time specified, if any.
- (11) 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 levy account.
- (12) Any structural alteration affecting more than one section and/or a section and the common property, and alterations or work to plumbing, conduits, and electrical installations, may only be carried out after-
 - (a) compliance with all relevant provisions of the Act and the Rules; and
 - (b) obtaining written approval of the local authority, if applicable; and
 - (c) obtaining the written consent of the trustees.
- (13) All structural alterations and alterations to, or repairs of, plumbing, conduits, and electrical installations, must be done by qualified persons and the work must comply with standards required by the local authority.

- (14) No owner may require the managing agent, or any employee or contractor of the body corporate to assist with any work to the interior of his section, or work to the exterior as contemplated in this rule.
- (15) Whereas an owner may effect alterations to the interior of his or her section, no work may be done to weight-bearing walls without the written consent of the trustees, who may impose conditions.
- (16) In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including 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) An 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.
 - (c) If provisional consent is given, the owner must proceed to have building plans prepared and approved by the Municipality (if required), which may not deviate from the sketch plan.
 - (d) Before final approval, the owner must canvass the comments of neighbours, and submit same 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. Costs resulting from the consultation are for the owner's account.
 - (g) Within 14 days of 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. An owner may not proceed with the work without such consent.
 - (h) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.
 - (i) No balconies, stoeps or patios may be enclosed without prior consent from the trustees, and trustees may dismiss applications therefore without further consideration.
- (17) In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings:-
- (a) An application to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their consent to proceed.
 - (b) The trustees shall, within 14 days, convey their consent to proceed, with or without conditions and or directives as to access and the maintenance of security, to the owner, or inform him why

such consent cannot be given. An owner may not proceed with the work without such consent.

- (c) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

(18) In respect of all work done at the instance of an owner or occupier of a section, the following shall apply:-

- (a) 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, his workmen, or contractors, to common property or other sections, and indemnifies the body corporate against such damage or any claims arising there from.
- (b) The owner is responsible to ensure that his workmen or contractors clean up the common property each afternoon before leaving the site, without leaving any rubble or dirt whatsoever. If this is not done, the trustees may cause it to be done at the expense of the owner, including a penalty which the trustees may determine from time to time.
- (c) The electricity 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.
- (d) All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building
- (e) Any deposit payable in terms of this rule shall be paid before commencement of work and shall be repayable 60 days after completion, subject to any deductions made by the trustees.

(19) It is hereby recorded that the following alterations to sections were effected at the time of establishment of the scheme, and shall be exempt from the above provisions:

Section No	Deviation

- (f) 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 levy account.
- (g) The owner must ensure that his workmen and contractors comply with the relevant provisions of this rule.

7. APPEARANCE FROM OUTSIDE

- (1) The owner or occupier of a section shall not place or do anything on any part of the common property, section, or exclusive use area, including balconies, 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 must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 days of taking occupation. All linings to curtains must be white, and blinds must be brown, when viewed from outside or acceptable to the trustees in their discretion.

- (3) No owner or occupier may, without the prior written consent of the trustees, place, store, or leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left.

8. OBSTRUCTIONS

Owners or occupiers may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular access to staircases, passages, landings, and stairwells must be kept clear at all times.

9. SIGNS AND NOTICES

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

10. LITTERING

- (1) An owner or occupier of a section shall not deposit, throw, or permit or allow depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- (2) An owner or occupier of a section may not throw any material or object over balcony walls.

11. LAUNDRY

An owner or occupier of a section shall not erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections. In particular no clothes, washing, linen or other items may be hung over balcony walls or in windows or corridors or any other place where they will be visible to the public or other occupiers.

12. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

13. USAGE, LETTING AND OCCUPANCY OF UNITS

- (1) All tenants of units and other persons granted rights of occupancy by any owner of the relevant 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, prior to occupancy being taken by a tenant or other occupier—
 - (a) inform his tenant/occupier of his duties to observe the Conduct Rules and trustees' directives; and
 - (b) furnish him with a copy of the Conduct Rules.

- (3) An owner must notify the trustees in writing within 14 days of conclusion of an agreement of lease, or other occupancy arrangement (whether verbal or in writing), of the tenancy or occupancy of his section, the duration of the lease/occupancy, the number of occupiers, and confirming that the tenant/occupier has been handed a copy of the Conduct Rules.
- (4)
 - (a) No owner, lessee or occupier of a section shall allow more than 2 (two) persons for every bedroom (being a room designated as a bedroom in the original building plans), in the section, to reside in the section at any one time.
 - (b) For the purposes of this rule, a person who sleeps in a section shall be deemed to reside therein.
- (5) No form of "time-sharing" or any similar arrangement, including a scheme whereby ownership is shared between a group of persons, may be concluded, marketed, or conducted in respect of a section.
- (6) Subject to the conditions of this Rule, an owner shall use his section for residential purposes only and for no other purpose whatsoever.
- (7) No auction, or similar sales, jumble sales, or selling, or exhibitions shall be held on the common property or in a section without the prior written consent of the trustees, nor may same be used for professional, commercial or industrial purposes;
- (8) An owner shall notify the trustees forthwith in writing of any change of ownership in, or occupation of his section, of 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 dealing in connection with his section.
- (9) No person may **sleep overnight** or reside in **or on** a section, **balcony**, exclusive use area or other part of the common property, other than **inside** a section intended for residential purposes.
- (10) No owner or occupier shall subdivide or partition a section or any part thereof without the prior written consent of the trustees, which consent may be given subject to reasonable conditions. Such consent may be withdrawn if the prescribed conditions are not complied with.

14. ERADICATION OF PESTS

- (a) 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.
- (b) 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 which may be damaged by any such pests shall be borne by the owner of the section concerned.

15. DOMESTIC EMPLOYEES

- (1) The common property and all facilities, if any, shall be used by servants of owners or occupiers in such a manner and at such times as may be prescribed by the trustees by means of directives from time to time, which directives shall be observed and adhered to by all owners and occupiers.
- (2) The owner or occupier shall inform his employees of the requirements of these rules and shall be responsible for the conduct of his or her employees.

- (3) Domestic employees are not allowed to receive visitors on the common property or in sections, and owners and occupiers are obliged to inform them accordingly.
- (4) An owner or occupier shall ensure that his or her employees comply with the Management and Conduct Rules, do not do anything which may constitute a nuisance or annoyance to any other servant, owner, or occupier and that his employees use the facilities only for the purposes for which they are intended.
- (5) The provisions regarding occupancy, contained in Rule 10, are also applicable to servants' quarters.

16. SECURITY AND SAFETY

- (1) Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers, **visitors**, and their property are preserved, and in particular must-
 - (a) ensure that upon entering or leaving the security gates are properly closed; and
 - (b) all security gates are never opened for persons other than those known to occupy a section or employed by the body corporate.
- (2) Trustees may from time to time issue directives for the proper compliance with this Rule.

17. NUISANCE AND NOISE

- (1) In general, all owners and occupiers shall ensure that their use of the common property, facilities, and of sections, and their conduct and activities, and that of the members of their households, their guests and their visitors, area at all times carried out –
 - (a) in compliance with the provisions of the Act, Management Rules and Conduct Rules;
 - (b) does not cause a nuisance or disturbance in any manner **whatsoever** to other owners or occupiers; and
 - (c) does not, in the opinion of the trustees, detract from the reputation of Little Greece or detrimentally affect the market values of units.
- (2) All television, radio, and other appliances emitting sound, including musical instruments, and talking or singing must be kept at audio levels which do not disturb other occupiers and which are reasonable in the discretion of the trustees. Parties / all of the above mentioned are to be stopped at 22h00. No noise before 08h00 and after 22h00. Shouting on the common property or in a section is prohibited.
- (3) No games, including ball games, may be played on the common property, parking bays or in garages.
- (4) No skateboards, roller skates, roller blades, or similar may be used on the common property.
- (5) **Motorcycles and bicycles may only be used as formal transport to enter and leave the common property. This must occur along the defined routes, and not on any paths or other parts of the common property. Motorcycles and bicycles may not be used for any other purpose or any other manner on the common property, including exclusive use areas.**
- (6) 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.

- (7) 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.
- (8) 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-defence and related purposes.

18. BREACH AND IMPOSITION OF PENALTIES

- (1) Any person who contravenes or fails to comply with any provision of these Conduct Rules, Management Rules, the Act, or any conditions imposed by or directions given in terms of the Conduct Rules, shall be deemed to have breached these Rules and will be subject to any penalties imposed by the Trustees having regard to the circumstances and which may include the imposition of fines for each separate offence. The following standard procedural steps will be taken against owners/residents that do not abide by these Rules:

1. Written warning;
2. Written warning, advising of a fine;
3. Written warning, plus fine;
4. Written warning, double fine and invitation to Trustees meeting;
5. Legal action

In the event of a breach by members of the Member's household, employees, invitees, guests and tenants and the members of the tenant's employees, invitees and guests, the Member shall be liable for the payment of any fines imposed.

In the event of a continuing offence, any person subject to these Conduct Rules who contravenes or fails to comply with any of the provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.

Any fine imposed on a member, in terms of these rules, shall be a debt due and payable to the Body Corporate by the member on demand and /or be added to the monthly levy account.

The Trustees may determine at any time the amount of the fine.

Should a member fail or refuse to comply with these Conduct Rules, the Body Corporate may take whatever action necessary and appropriate in the circumstances and recover from the Member any cost incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.

19. GARDENS

- (1) No plant, natural vegetation, or flower may be picked, trimmed or damaged, nor may any natural fauna be harmed or any damage **or change** be caused to garden areas of the common property, without the written consent of the trustees.
- (2) An owner or occupier shall not cause or allow any garden tools or other equipment to be left or kept in a place where they are visible from other sections or any part of the common property.

20. STAFF

The Trustees of the Body Corporate are specifically authorised to employ management and/or staff and/or cleaners and maintenance staff to keep all portions of the common property in a proper state of cleanliness and repair and the cost of such employment shall be an administrative expense chargeable to the fund established by the Body Corporate, provided, however, that nothing herein or elsewhere contained shall be construed as obliging the Trustees of the Body Corporate to maintain

the interior of any section in a proper state of cleanliness, such maintenance of the interior of the section being the sole responsibility of each individual sectional owner, who undertakes to keep the interior of his section in such a proper state of cleanliness and in a hygienic condition. No owner may, in any circumstances, interfere with the schedule of times of service of the complex and any complaints concerning this work shall be made to the Chairman of the Trustees of the Body Corporate in writing.

21. GENERAL

- (1) The body corporate or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest Managing Agent sustain, physically or to his or their property directly or indirectly, in or about the common property, its amenities or in the individual sections or for any act done or for any neglect on the part of the Body Corporate or any of the Body Corporate employees, domestic employees, agents or contractors.
- (2) The Body Corporate or its agents' representative and domestic employees shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- (3) No business or trade may be conducted on the common property or in the sections save with the written consent of the Trustees.
- (4) No stones or **any other** objects may be thrown or propelled on the common property.
- (5) Moving of furniture or heavy or bulk articles, if any, should be by prior arrangement with the superintendent / cleaners / Managing Agent.

22. BRAAIS ON BALCONIES

No 'braaing' or fires are allowed in or on balconies, stoeps, terraces, gardens or yards or any part of the common property, except in the provided built-in braais.

23. RELAXATION OF RULES

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the trustees at any time, unless given in pursuance of sub-rule (2).

24. INSURANCE EXCESS PAYMENT

If an owner intentionally or negligently fails to repair or maintain his section in a state of good repair as required by section 44(1) (c) of the Act, and in consequence of such failure, the section of another owner is damaged, such damages being foreseeable by the offending owner, then the offending owner shall, notwithstanding any other claim against him, also be liable to pay the excess to the insurer, in the event of an insurance claim.