

**THE BODY CORPORATE OF  
MONT BLANC  
SECTIONAL TITLE SCHEME SS No. 467/2009  
Conduct Rules**

(These Conduct Rules are now governed in terms of the Sectional Title Scheme Management Act No 8 of 2011, section  
10(2)(b) Annexure 2)

All owners and occupiers of sections shall ensure that their respective activity in and uses of the common property and of a section or any part thereof, with all services, facilities and amenities available on the common property, shall at all times be conducted and carried out with reasonable and diligent care as occupiers of the building and in accordance with the rules and the provision of the Act.

If an owners (whether by himself or by his lessee, invitee, guest, agent, servant or employee) commits a breach of any of these rules and fails to remedy such breach within the period of seven (7) days after giving of written notice to remedy such breach by the Trustees or by the managing agents, (if so authorized by the Trustees) the Body Corporate shall be entitled to take such action as may be available to it in terms of the Sectional Title Act, the Rules of the Body Corporate or by law.

**The Trustees of the Body Corporate, reserves the “Right of Admission” to the property or any part thereof and may refuse admission to any unauthorized or suspicious person entering!!!**

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## **1. Animal, Reptiles and Birds**

- (1) An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.
- (2) When granting such approval, the trustees may prescribe any reasonable condition.
- (3) The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).
- (4) Animals are not allowed on the common property. The owner is to clean all animal droppings left on their exclusive use areas promptly.
- (5) The trustees can have any animals removed should they become a nuisance to residents in the complex.
- (6) Dogs are only allowed in ground floor units with a garden allocated to the section, with the permission of the owner.
- (7) One, dog, no larger than 45 cm will be allowed per ground floor section. Permission will only be granted on condition that all animals need to have a tag with the telephone and unit number of the pet owner. The height will be determined from the head to the ground.
- (8) One, cats must be spayed/ neutered. Permission will only be granted on condition that all animals need to have a tag with the telephone and unit number of the pet owner
- (9) The owner of the domestic pet concerned shall be entirely responsible for ensuring that his pet does not cause any nuisance/annoyance/disturbance or damages to other residents in the complex or to the Body Corporate.
- (10) Notices will be sent to the owner of the unit and the owner of the pet if not complying with the rules and after the third (3<sup>rd</sup>) notice from the Trustees, the Trustees will have the right to withdraw permission for such a pet to be kept.

## **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, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
  - (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
  - (c) for the purpose of having the refuse collected, place such receptacle in the Garbage Bins at the garbage room;
  - (d) no refuse may be left on the common property or exclusive use areas.

## **3. Vehicles**

- (1) No owner or occupier shall park or stand any vehicle upon the common property except in a designated parking bay or permit or allow any vehicle to be parked or stood upon the common property, especially in front of garages, without the consent of the trustees in writing.
- (2) The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the trustees' consent.
- (3) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- (4) No owner or occupiers shall 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.
- (5) Motor vehicles may be washed in the parking bays allocated to the owner and/or tenant.
- (6) Fire hoses may not be used for the washing of motor vehicles.
- (7) A load restriction of 3 tons gross mass applies to all vehicular traffic in the complex.
- (8) A maximum speed limit of 5 kilometers per hour shall be observed on the common property.
- (9) Any vehicles brought onto the property are solely at the risk of its owner/s, the body corporate having no liability for the loss or damage to vehicles or their contents.
- (10) All occupants must submit a ID and lease agreement, where applicable to a tenant, prior to occupation date, in order to be registered on the access control system
- (11) As there is only one allocated parking bay/garage, registered per section, unless otherwise specified, only one vehicle may be registered on the access control system. Should the occupant wish to register a second vehicle, an application needs to be submitted to the Managing Agent.

- (12) No occupant shall, without the written consent of the Board of Trustees, park or place trailer, caravan or boat on any part of the common property.
- (13) Vehicles may not be parked over areas demarcated by yellow lines or in front of the fire hydrants.
- (14) Visitors must find parking outside the complex if there are no vacant visitors' parking bays available.

#### **4. Damage alterations or additions to the common property**

- (1) 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.
- (2) Notwithstanding sub-rule (1), an owner or person authorised by him, may install –
  - (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
  - (b) any screen or other device to prevent the entry of animals or insects:  
Provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.
- (c) Damage to communal or any one else's property resulting from building alterations will be paid by the owner responsible for the damage. These repairs will be inspected by the Board of Trustees.
- (3) An owner may not make structural alterations nor permit the erection of awnings, carports, walls or fences, without the prior written consent of the trustees and then subject to such conditions as the trustees may impose.
- (4) Repairs or alterations to electrical wiring and plumbing shall be affected only by a person qualified to do so and such work shall comply with the standards and by-laws of the local authority.
- (5) Fire hoses shall only be used for the intended purpose and not for the watering of gardens, cleaning of vehicles, roadways or the like.
- (6) NO DUMPING OF RUBBLE ANYWHERE ON COMMON PROPERTY

#### **5. Appearance from outside**

The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, 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.

#### **6. Signs and Notices**

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 so as to be visible from outside the section.

#### **7. Littering**

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**

An owner or occupier of a section shall not, without the consent in writing of the trustees, 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.

#### **9. 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.

## **10. Letting 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 any lease or any grant of rights of occupancy. New tenants information to be supplied to the managing agents.
- (2) An owner may let or part with occupation of his section provided that no such letting and/or parting with occupation shall in any way release the owner from his obligations to the body corporate hereunder or in terms of the rules, or, in terms of the Act.
- (3) Any owner contemplating letting his/her flat is required to incorporate in the lease agreement to be concluded with any prospective tenant, a copy of the conduct rules. Further it will be required of such owner that a copy of the proposed lease agreement is submitted to the TRUSTEES for approval, prior to its implementation.
- (4) It is the responsibility of every owner to ensure that his tenants receive and abide by the Conduct Rules of the Body Corporate.
- (5) Every owner who lets his section to a tenant shall provide the Board of Trustees and the Managing agents with the full name of the tenant and the date of commencement and ending of the tenancy. (A MOVING IN AND OUT FEE WILL BE CHARGED TO THE OWNER. THE VALUE THEREOF, WILL BE DETERMINED BY DAMAGES TO COMMON PROPERTY). Any damages to the property, (while moving) will be for the owners account.
- (6) Occupants who are tenants of owners and who are in constant breach of any of the rules of the Body Corporate and who are guilty of any conduct which is contrary to the common good, will force the Trustees to seek further legal action to obtain a court order to evict such persons if the necessary co-operation is not received from the owner. Any expense will be for the owner's account.

## **11. Eradication of pests**

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 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. The cost 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 born by the owner of the section concerned.

## **12. Behaviour / Nuisance / Noise**

- (1) An owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other owner or occupier.
- (2) Motor hooters may not be used on the common property.
- (3) Radios, musical instruments, record players and television receivers must be used in such manner as not to be heard in adjoining sections or on the common property.
- (4) No abusiveness, drunkenness, stealing, illegal substances or unauthorized business will be allowed or tolerated. No person will use any abusive language or behaviour towards any trustee, owner, tenant, visitor or staff member!
- (5) Slaughter any animals except on the following:  
Giving two weeks written notice to the trustees of the event requiring the slaughter specifying:
  - 1) the date and time of the slaughter,
  - 2) the type of animal to be slaughtered,
  - 3) **the** name and qualifications of the person who will be carrying out the slaughter
  - 4) Confirmation that the animal will be brought onto the premises immediately prior to the ritual slaughter and that the carcass will be removed immediately from the premises after the slaughter
  - 5) Legal notice from the local authority confirming that the owner has permission and will comply with all by-laws (original legal notice and no copies)
  - 6) Legal notice from the health department confirming that health department specifications will be complied with,
  - 7) Legal certificate from the SPCA confirming that an SPCA official will be present to ensure that the animal will not endure unnecessary pain and suffering,

- 8) That notice must be given to all adjacent units of the date and time of the slaughter as well as adjacent neighbours, complexes and residential houses within the vicinity and including all signed consent forms accompanying all the above documentation.
- 9) Failure to obtain any and all above documentation will result in non-compliance of the rule and application will automatically be denied and should an owner be found in contravention of the above, legal action will be taken against the owner and all costs for the owners account.

### **13. Use**

- (1) All owners and occupiers of sections shall insure that their respective activities in, and uses of, the common property and of a section or any part thereof, which all services facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupiers, and in accordance with the rules and the provision of the Act.
- (2) An owner shall not store or leave or allow to be stored or left any article or thing in any part of the common property except with the consent of the trustees first having been obtained.
- (3) No servant may be housed on the property without the prior written permission of the trustees having been obtained. The granting of such permission shall be in the sole discretion of the trustees and permission may be withdrawn at any time by the trustees upon giving the owner or occupier seven (7) day written notice of such withdrawal. In such event, the owner or occupier shall ensure that the servant in question is permanently removed from the property or the section within the stipulated period.
- (4) An owner or occupier of a section is liable for the conduct of his visitors and he must ensure that adherence to all requirements of the Act and the rules.
- (5) Visitors are not allowed to park on the common property except in areas demarcated for that purpose.
- (6) The maximum number of persons who may reside in or occupy a section described as a residential section on the sectional plans of the Body Corporate shall be according the the following table:

<u>Type of Section</u>	<u>Number of Persons</u>
Bachelor	2 People (Children included)
One Bedroom	4 People (Children included)
2 Bedroom	6 people (Children included)

### **14. Levies**

- (1) Monthly levies are to be calculated as per the participation quota and are to be paid on or before the seventh (7<sup>th</sup>) day of each month, failing, which interest shall accrue thereon from the eighth (8<sup>th</sup>) day of the month to date of payment at the prime bank lending rate plus 10% per annum. No notice to pay levies will be given and the owner will be liable to pay all costs on an attorney and client basis and collection commission of 10% on moneys collected. All owners shall pay the treasurer by cheque or cash, or deposit the amount directly into the body corporate's bank account on which a deposit slip must be supplied to the treasurer.
- (2) An administration fee of R100 will be charged to cover expenses occurred by the Managing Agent, per arrear letter and a R200 fee for handing over to Attorneys.

### **15. Loss or damage**

- (1) The Body Corporate shall not be responsible for any loss or damage suffered by an owner caused by a third party. It is the responsibility of an owner/occupier to affect his own insurance in respect of the contents contained in his section or in any part of the common property or exclusive use areas.
- (2) In case of theft or any damage to property og a resident, the resident must notify the Police.

### **16. Notices**

Any notice given in terms of these rules by registered post from the Post Office in the Western Cape shall be deemed to be received four (4) days after posting.

## **17 Maintenance**

If any owner fails to repair or maintain his section in a state of good repair as required by section 44(1)(B) or (C) of the Act or fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment and such failure persists for fourteen (14) days after the giving of a written notice to repair or maintain given by the Trustees or the Managing agent, the Body Corporate shall be entitled to remedy the owners failure and to recover to cost of so doing from such owner, including any possible attorney/client costs.

## **18. Recreational area**

- (1) Recreational area hours: Sunday to Thursday: 06:00 – 21:00  
Friday to Saturday: 06:00 – 22:00
- (2) The recreational area is part of the common property and is maintained for the EXCLUSIVE convenience and use of the residents. No OUTSIDERS or visitors will be allowed to use this facility without permission from the Trustees.
- (3) The Trustees will have the right to remove any unauthorized person or persons from such premises.
- (4) No liquor or glass containers allowed in the recreational area.
- (5) No dogs at any time will be allowed in the recreational area.
- (6) No running, diving, bombing or splashing.
- (7) No bicycles or any sporting equipment will be allowed in the recreational area.
- (8) No child under the age of TEN will be allowed to enter the pool area without SUPERVISION or a letter of consent from their parents.
- (9) No person is allowed swimming if he/she suffers from dermatitis or other skin diseases as well as external abscesses.
- (10) Only recognized swimwear allowed. All children to wear arm bands.
- (11) THE RECREATIONAL AREA IS USED AT OWN RISK. THE TRUSTEES OR BODY CORPORATE SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY OF WHATEVER NATURE, WHETHER ARISING FROM THE BODY CORPORATES DEFAULT, NEGLIGENCE OR OTHERWISE!!!!
- (12) Only children will be allowed to make use of the equipment
- (13) Children must be accompanied/supervised by a person older than 18 years at all times. If the rule is not adhered to, the specific children will be requested to leave the area.
- (14) No ball games are allowed to be played on any part of the communal area

## **19 Trespasser will be prosecuted.**

## **20. Impositions of penalties**

- (1) If the conduct of an owner or occupier of a section or his workmen, contractor, domestic worker, visitor, guest or family member constitutes a nuisance in the opinion of the trustees, or a contravention of any Management Rule or Conduct Rule, the trustees may furnish the owner and occupier (if applicable) with a written notice, which in the discretion of the trustees may be delivered by hand, by email or prepared mail. In the notice, the particular conduct, which constitutes a nuisance, or the rule that has allegedly been contravened, shall be clearly indicated and the owner or occupier (if applicable) shall also be warned that if he continues with his conduct or contravention, a penalty will be imposed on him.
- (2) If the owner or occupier nevertheless persists with the particular conduct or in the contravention of the particular rule, the trustees may impose a penalty on the owner or the occupier by way of a trustees' resolution.
- (3) The members may from time to time by way of an ordinary majority resolution in a general meeting, determine the amount of a penalty in respect of a contravention of a Conduct Rule.
- (4) If an owner and/or occupier (if applicable) wishes to appeal against the penalty imposed, he or they may do so in writing within a period of 30 (thirty) days of the date of the notice, stating the reasons for his or their appeal.
- (5) The trustees shall consider the written appeal of the owner and/or occupier (if applicable) referred to in sub-rule 23.5, and once considered, the trustees shall resolve as follows:
  - (a) To set the penalty aside, whereupon the trustees shall duly inform the owner and/or occupier (if applicable) thereof in writing, or
  - (b) To convene a trustee meeting to afford the owner and/or occupier (if applicable) with the opportunity to present his or their case at such trustee meeting, including presenting evidence, the calling of witnesses and the

presentation of argument and the questioning of witnesses invited by the trustees to give evidence of the alleged nuisance or contravention of the Conduct Rule. A written notice by which the owner and occupier (if applicable) is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier (if applicable) at least fourteen days before the meeting is held.

- (C) After the owner and occupier (if applicable) have been given an opportunity to present his or their case, the trustees may confirm the penalty by way of a trustees' resolution or set the penalty aside.
- (6) The decision of the trustees referred to in sub-rule 23.6(b) above can be used in a hearing should the owner wish to lodge a dispute complaint with the CSOS.

**(21) Indemnity**

The Body Corporate and/or the Managing Agents shall not be liable to any unit owner or tenant for any injury or damage of any description which the unit owner or tenant and/or member of the unit owner or tenant's family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the unit owner or tenant may sustain physically to his or her property, directly or indirectly, in or about the common property or individual units or in or about the parking bays or storerooms or in or about any part of the complex and/or grounds in which the common property or individual units are situated, by reason of any defects in the common property or individual units, or any appliances whatsoever in the complex or grounds in which the common property or individual units are situated or for any act done or any neglect on the part of the Body Corporate or the Managing Agent's representatives and servants accept no responsibility or liability of whatsoever nature in respect of the receipt of the non-receipt and delivery or non-delivery of goods, postal matters or other correspondence.

**THE BODY CORPORATE OF MONT BLANC**  
**CONDUCT RULE FINE VALUES**

<b><u>RULE</u></b>	<b><u>FINE VALUE</u></b>
<b>1. <u>ANIMALS, REPTILES &amp; BIRDS</u></b>	
1.1	R200.00 PLUS ANIMAL WELFARE COSTS
1.4	R100.00
1.5	ANIMAL WELFARE COSTS
<b>2. <u>REFUSE DISPOSAL</u></b>	
2.a	R100.00
2.b	R100.00
2.c	R100.00
2.d	R100.00
<b>3. <u>VEHICLES</u></b>	
3.1	R300.00
3.2	R300.00 PLUS TOWING COSTS
3.3	R300.00 PLUS DAMAGE CHARGES
3.4	R500.00
3.6	R200.00
3.7	R100.00 TO R300.00
3.8	R100.00 TO R300.00
<b>4. <u>DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY</u></b>	
4.1 TO 4.4	R1000.00
4.5	R200.00
4.6	R200.00

5.	<b><u>APPEARANCE FROM OUTSIDE</u></b>	R500.00
6.	<b><u>SIGNS AND NOTICES</u></b>	R200.00
7.	<b><u>LITTERING</u></b>	R200.00
8.	<b><u>LAUNDRY</u></b>	R200.00
9.	<b><u>STORAGE INFLAMMATORY MATERIAL &amp; OTHER DANGEROUS ACTS</u></b>	R1000.00
10.	<b><u>LETTING OF UNITS</u></b>	
10.1 TO 10.6		UP TO R5000.00
11.	<b><u>ERADICATION OF PESTS</u></b>	R300.00 PLUS FUMIGATION COSTS
12.	<b><u>BEHAVIOUR / NUISANCE / NOISE</u></b>	
12.1		R200.00 TO R500.00
12.2		R200.00 TO R500.00
12.3		R200.00 TO R500.00
	<b><u>RULE</u></b>	
12.4		R500.00 TO R1000.00 PLUS LEGAL COSTS
12.5		R500.00
12.	<b><u>USE</u></b>	
13.1		R200.00 TO R500.00
13.2		R500.00
13.3		R200.00 TO R500.00
13.4		R100.00 TO R1000.00
13.5		R300.00 PLUS TOWING COSTS
14.	<b><u>LEVIES</u></b>	
	AS STIPULATED IN CONDUCTS RULES ABOVE.	
15.	<b><u>LOSS OR DAMAGE</u></b>	NONE
17.	<b><u>MAINTENANCE</u></b>	R500.00 PLUS MAYBE ATTOR. COST
18.	<b><u>RECREATIONAL AREA.</u></b>	
19.1 TO 19.10		R100.00 TO R500.00 PLUS COSTS