

**THE BODY CORPORATE OF THE
THE OAK LODGE
SECTIONAL TITLE SCHEME
SS No. 124/1981**

CONDUCT RULES

(in terms of section 35(2)(b) of the Sectional Titles Act, No 95 of 1986)

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1. PRELIMINARY

These rules shall not be added to, amended or repealed except in accordance with section 35(2)(b) of the Act, and subject to the provisions of section 35(3) and (5) of the Act.

2. BINDING NATURE OF THESE RULES

The provisions of these rules, the management rules, the provisions of the Act and the duties of an owner in relation to the use and occupation of his section and the common property shall be binding on the owner and the occupiers of his section, and on the invitees of the owner or the occupiers of his section. It shall be the duty of the owner of a section to ensure compliance with these rules, the management rules, and the provisions of the Act by the occupiers of his section, and by the invitees of the owner or the occupiers of his section.

3. INTERPRETATION

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

- 3.1 'Act' means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force thereunder, and subsequent to the date of its coming into effect, the Sectional Titles Schemes Management Act, 2011 (Act 8 of 2011) as amended from time to time, and any regulations made and in force thereunder. Any reference to a section of the Act herein shall, subsequent to said date, be deemed to be a reference to a corresponding section in the latter act.
- 3.2 'all alterations' means the alterations to, attachments, additions and devices to the common property and/or to the exterior of a building and structural alterations in terms of conduct rule 10.
- 3.3 'body corporate' means the body corporate of the Oak Lodge sectional title scheme, SS No. 124/1981.
- 3.4 'building' means a building in the scheme.
- 3.5 'common property', in relation to the scheme, means the land included in the scheme and such parts of the building or buildings as are not included in a section.

- 3.6 'contractor' means any artisan, builder, electrician, plumber or other person appointed by or on behalf of an owner or occupier to perform work to his section and/or the common property, including the employees, sub-contractors and service providers of the contractor.
- 3.7 'directives' means any directives which may be issued by the trustees in terms of these rules.
- 3.8 'exclusive use area' means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections.
- 3.9 'Guidelines' means the architectural- and building guidelines referred to in conduct rule 4, as may be prepared by the trustees from time to time.
- 3.10 'invitees' means the family members, children, guests, visitors, domestic workers, contractors, agents, service providers or other invitees of an owner or occupier of a section.
- 3.11 'local authority' means the City of Cape Town and its successors in title or assigns.
- 3.12 'nuisance' means any conduct, act, omission or condition which, in the opinion of the trustees, is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of, or which adversely affects the safety of an owner or occupier, having regard to the reasonableness of the activities in question in the section or on the common property and the impact which result from these activities, and the noise related to these activities.
- 3.13 'occupier' means the lessee, tenant or other occupier of a section.
- 3.14 'owner' means the registered owner of a section.
- 3.15 'renovations' means refurbishment of the interior of a section, including the replacement, removal or creation of internal fittings such as kitchen- and other cupboards, sanitary ware and floor coverings and the amendment or replacement of any gas installation.
- 3.16 'scheme' means the Oak Lodge sectional title scheme, SS No. 124/1981.

- 3.17 'section' means a section shown as such on the sectional plans of the body corporate.
- 3.18 'structural alteration' means an alteration which is of a permanent nature and which alters the form, structure or essential framework of a building on the inside or outside thereof, and the following shall be regarded as a structural alteration:
- 3.18.1 the removal, reconstruction and/or construction of a floor (concrete slab), wall or ceiling of a section or a part of such floor (concrete slab), wall or ceiling, including the drilling into of any concrete slab;
 - 3.18.2 alterations to the pipes, wires, cables and ducts in respect of a section and/or the common property;
 - 3.18.3 the removal, reconstruction and/or construction of a building or building improvement in respect of a section and/or the common property;
 - 3.18.4 the enclosing or partial enclosing of a patio, stoep or balcony;
 - 3.18.5 the extension of the boundaries or floor area of a section;
 - 3.18.6 the subdivision of a section;
 - 3.18.7 the destruction of a section or a part thereof; and
 - 3.18.8 the consolidation of two or more sections.
- 3.19 'these rules' means these conduct rules.
- 3.20 the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of these rules.
- 3.21 words and expressions to which a meaning has been assigned in the Act, the management rules and/or these rules shall bear the meaning so assigned to them.
- 3.22 words importing:
- 3.22.1 the singular number only shall include the plural, and the converse shall also apply;

- 3.22.2 the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders;
- 3.22.3 a reference to natural persons shall also include partnerships, trusts and juristic persons and the converse shall also apply.
- 3.23 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.
- 3.24 if any provision in a definition in these rules is a substantive provision conferring rights or imposing obligations on any of the owners or occupiers then, notwithstanding that it is only in the definition clause of these rules, effect shall be given to it as if it were a substantive provision in the body of these rules.

4. DIRECTIVES

The trustees may from time to time issue directives in terms of these rules to disclose further information with reference to these rules and the practical application of the rules. The directives may contain conditions imposed by the trustees in terms of these rules, application forms prescribed by the trustees in respect of these rules, amounts of penalties determined by the trustees in terms of these rules and any other information which the trustees want to disclose to the owners and occupiers with reference to these rules.

5. GUIDELINES

- 5.1 The trustees may compile Guidelines for the body corporate to control the design and appearance of buildings, building improvements and structures on the common property and alterations, devices, additions and attachments to the common property or to the exterior of the building in terms of conduct rule 10. The Guidelines may contain the application forms prescribed by the trustees and conditions imposed by the trustees.

- 5.2 The Guidelines may be amended from time to time by the trustees, subject to any directions given or restrictions imposed by the members of the body corporate at a general meeting.
- 5.3 Owners shall comply with the provisions of these rules and the Guidelines with regard to all alterations in terms of these rules.

6. ANIMALS, REPTILES AND BIRDS (PETS)

- 6.1 An owner or occupier must not, without the prior written consent of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property, provided that the written consent of the trustees must be obtained by an owner or occupier before taking occupation of the section or, where applicable, before bringing the animal, reptile or bird onto the premises of the scheme.
- 6.2 To obtain the consent of the trustees in terms of sub-rule 6.1, an owner or occupier must apply to the trustees in writing and the application must be accompanied by the documents and information required by the trustees. The trustees must consider each application upon its merits having regard to the municipal by-laws, the potential size and potential disruptive nature of the animal, reptile or bird (pet), and the interest of other owners and occupiers of sections. The trustees may grant their approval or refuse such approval with reasons being furnished.
- 6.3 When granting their approval referred to in sub-rule 6.1, the trustees may impose reasonable conditions pertaining to the keeping of the animal, reptile or bird (pet). The trustees may from time to time prescribe any reasonable conditions relating to the keeping of animals, reptiles or birds (pets) in writing in their directives.
- 6.4 The following requirements shall be regarded as conditions imposed by the trustees in terms of this rule, without detracting from the trustees' discretion to impose further reasonable conditions:
- 6.4.1 All dogs and cats must be spayed or neutered prior to arrival in the scheme, and a certificate to that effect must accompany the application referred to in sub-rule 6.2 above;

- 6.4.2 Dogs and cats must be fitted with a collar and identification disc containing the name, section number and contact number of the owner of the pet;
 - 6.4.3 A dog must be contained within the section of the owner or occupier;
 - 6.4.4 Dogs shall only be allowed on the common property if controlled on a leash or harness and provided that persons walking their dogs must be carrying a poop scoop and/or plastic bag in full view;
 - 6.4.5 Owners and occupiers must remove their dog's excrement from the common property and suitably discard it, failing which the trustees may effect such removal at the cost of the owner of the applicable section, and/or impose a fine on the owner of the section;
 - 6.4.6 Unless being walked on a leash, cats must be contained within the sections and the cat owner must provide a box with cat litter;
 - 6.4.7 No pet may be replaced upon its death, without the prior written consent of the trustees in terms of sub-rule 6.1;
 - 6.4.8 Owners and occupiers shall be responsible for the care of their pets and for the behaviour of their pets and to ensure that their pets do not make a noise or become a nuisance to other owners or occupiers;
 - 6.4.9 Owners and occupiers shall ensure that their animals do not cause any injury or harm to any person or animal present on the common property or damage to the property of an owner or occupier or the common property of the body corporate and in the event of injury or damage, the pet owner will be liable for the medical expenses and/or costs and damages;
- 6.5 The trustees may withdraw their approval in the event of breach of any condition imposed in terms of sub-rule 6.3 or referred to in sub-rule 6.4.

- 6.6 When withdrawing their approval in terms of sub-rule 6.5 above, the trustees shall inform the owner or occupier by written notice and request the owner or occupier to remove the pet from the section and the scheme within a period of thirty (30) days from the date of the written notice, failing which the trustees may institute further proceedings against the owner or occupier.
- 6.7 Visitors or guests are not allowed to bring any animals, reptiles or birds onto the premises. Visitors or guests are not allowed to bring any animals, reptiles or birds onto the premises of the scheme, except in a vehicle which are temporarily on the common property, to collect people or allow them to disembark.
- 6.8 No aviaries, kennels or other like accommodation for pets, other than normal commercially obtainable portable bird/parrot cages, may be sited at any place where they may be in view from any portion of the common property or the adjoining sections.
- 6.9 The feeding of squirrels, guinea-fowls, geese and pigeons is prohibited on the common property.
- 6.10 Notwithstanding the provisions of the foregoing rules, an owner, occupier, guest or visitor suffering from a disability and who reasonably requires a guide, hearing or assistance dog, must be considered to have the trustees consent to bring the animal onto the premises and/or keep the animal in a section and accompany it on the common property.

7. REFUSE AND WASTE DISPOSAL

- 7.1 An owner or occupier of a section shall:
- 7.1.1 place all refuse other than recyclable refuse, in heavy duty black plastic bags which are commercially available;
 - 7.1.2 for the purpose of having the refuse collected, place such refuse bags into a refuse bin within the refuse area;
 - 7.1.3 in the case of tins or other containers, ensure that they are completely drained, and in the case of broken glass, ensure that the glass is securely wrapped in paper, before being deposited into a bag in terms of sub-rule 7.1.1 above;

- 7.1.4 comply with any directives that may be introduced from time to time by the trustees regarding the disposal of refuse.
 - 7.1.5 ensure that recyclable refuse is placed in the clear plastic bags which may be provided for this purpose,
 - 7.1.6 not dispose of toxic, combustible or other flammable material in the refuse room or elsewhere on the common property, but shall dispose of this material outside of the premises in a safe manner and according to the law.
- 7.2 An owner or occupier shall not leave any refuse bag or refuse bin on the common property contrary to the provisions of sub-rule 7.1 or to any directives introduced by the trustees.
- 7.3 No garden refuse or building rubble may be placed into the refuse bins or adjacent to them. Building rubble, boxes, household equipment, furniture items and other unwanted items must be disposed of by the owners or occupiers themselves and may not be placed in the bins. No refuse may be placed in a bin that prevents the lid from closing securely.
- 7.4 The owner or occupier of a section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 7.5 The owner or occupier of a section must ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.

8. LITTERING

An owner or occupier shall not deposit, throw, or permit or allow to be deposited or thrown, on any part of the common property any rubbish, including dirt, cigarette butts, food scraps, building rubble or any other litter whatsoever. Cigarette ends and other objects and any other litter whatsoever, may not be thrown from balconies or windows or deposited on common property. Unwanted mail may not be discarded in any part of the common property. Rubbish of any nature must not be brushed down storm water drains.

9. VEHICLES

- 9.1 An owner or occupier of a section shall park or stand his vehicle in the garage or parking bay owned or rented by him and may allow his invitee to park a vehicle in his garage or on the parking bay owned or rented by him.
- 9.2 The owner or occupier of a section must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that section or a parking bay allocated for visitors' parking, if any. If the visitor parking bays are not available, then all visitors are to park outside the premises of the scheme in the street.
- 9.3 A consent under sub-rule 9.2 must state the period for which it is given.
- 9.4 Owners and occupiers and their invitees may temporarily park their vehicles on the designated visitors' parking bays, subject to compliance with the reasonable conditions imposed from time to time by the trustees. No trucks, caravans, scooters, motorcycles, trailers, boats or other heavy vehicles may be parked on the common property, without the written consent of the trustees.
- 9.5 The trustees may cause a vehicle, which is parked, standing or abandoned on the common property without the trustees' consent or in contravention of these rules, to be removed or towed away, or the wheels of the vehicle to be clamped. The trustees may further determine a reasonable penalty, which is to be paid for the release of a vehicle, to recover the costs of the process.
- 9.6 Damaged vehicles, vehicles that are not in general use or that are not roadworthy may not be parked on an exclusive use area or on any portion of the common property, without the prior written consent of the trustees, and subject to the time period as may be approved by the trustees and subject to such conditions as may be imposed by the trustees.

- 9.7 No owner or occupier of a section shall be permitted to dismantle or effect major repairs to any vehicle or service any vehicle or part of a vehicle in his section, on his exclusive use area or on any portion of the common property. Only emergency repairs to vehicles may be done to vehicles on the common property. Where necessary a vehicle may be jumpstarted or the batteries thereof may be replaced on the common property, but under no circumstances may a vehicle be pushed to another location on the common property if it cannot be started.
- 9.8 Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their invitees do not drip fuel, oil or brake fluid on to the common property or in any other way deface the common property. The owner of the section will be responsible for the cost to remove any oil, petrol, diesel or brake fluid from the common property.
- 9.9 Garages and parking bays may only be owned by owners of sections, and may only be used by or let to owners or lawful occupiers of residential sections and their invitees.
- 9.10 Garages shall primarily be used for the purpose of parking a vehicle and not for storage purposes.
- 9.11 The owners of garages and parking bays shall not use the garages and parking bays or permit same to be used in such a manner or for such purpose as is likely to impair the safety, appearance or amenity of other sections or other parts of the common property. No person may sleep or reside in a garage or in any vehicle on any part of the common property.
- 9.12 Owners and occupiers shall not leave obstructions to the vehicular- or pedestrian traffic on the common property. No vehicle may be parked in a manner which causes obstruction or impedes the movement of vehicles in and out of garages. No vehicle or any portion of any vehicle may be parked in yellow lines, red, lines or other areas that are demarcated and prohibit the parking of vehicles.
- 9.13 Owners and occupiers shall adhere to the speed limit of 15 kilometres per hour whilst driving their vehicle on the common property. Owners and occupiers of sections shall obey the road signs on the common property and

- must keep proper lookout for pedestrians and other vehicles when driving their vehicles on the common property.
- 9.14 No person may drive a motor vehicle on any part of the common property, in a manner which is considered as dangerous, reckless or negligent. No motor vehicle may be driven on the common property by any person who does not possess a valid driver's license.
- 9.15 Owners and occupiers must not use their vehicles in such a manner which creates a noise or cause a nuisance to other owners or occupiers. In particular:
- 9.15.1 no excessive revving of vehicles is allowed;
- 9.15.2 no loud music may emanate from a vehicle;
- 9.15.3 the hooters of vehicles may not be sounded on the common property or at the gate, except in the event of an immediate imminent danger or in an emergency;
- 9.15.4 Vehicles may not be driven on the common property with the head lights on bright or be parked or be stationary with their lights on so as to cause a disturbance to owners or occupiers of sections or unnecessarily illuminate the windows of sections.
- 9.16 Parking and driving of vehicle is subject to the express condition that every vehicle is parked at the vehicle owner's sole risk and responsibility and that no liability shall attach to the body corporate or the trustees for any loss or damage of whatsoever nature, which the owner or any person claiming through him may suffer in consequence of his vehicle having been parked or driven on the common property.
- 9.17 No owner or occupier shall use the fire-hoses of the body corporate to wash a vehicle on the common property or premises. An owner or occupier may use a bucket or a designated garden hose for the purpose of washing a vehicle on the premises, subject to compliance with the conditions imposed by the trustees.

9.18 Subject to the further provisions of this rule, an owner or occupier shall only be permitted to park or stand one (1) vehicle per section within the parking area, and specifically in the parking bay within the parking area rented by him in terms of a short term lease agreement concluded with the trustees. Notwithstanding the foregoing, an owner or occupier may request the temporary usage of a second parking bay from the trustees in terms of a short term lease agreement, provided that there are unoccupied, surplus parking bays available on the common property and subject to a minimum monthly rental of one thousand rand (R1000.00), and subject to any further directions given or restrictions imposed by the members of the body corporate from time to time in a general meeting.

10. DAMAGE, ALTERATIONS, ATTACHMENTS, ADDITIONS TO AND/OR DEVICES TO BE ATTACHED TO THE COMMON PROPERTY AND/OR TO THE EXTERIOR OF A BUILDING, RENOVATIONS TO SECTIONS, STRUCTURAL ALTERATIONS TO SECTIONS AND/OR THE COMMON PROPERTY, AND MAINTENANCE

10.1 The owner or occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property. In particular all front doors must be white and no external window may be altered without the written consent of the trustees.

10.2 An owner or occupier of a section must be considered to have the trustees' consent to install a locking or safety gate or device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees. All such safety gates, protection devices and screens shall be white in colour and shall be clean and free of rust.

- 10.3 An owner or occupier shall not construct or erect any radio aerial, television aerial, satellite dish, communication equipment, glass panel, photovoltaic panel, solar panel, panel of a solar geyser, air conditioner, solar heating system, blind, shade cover, canopy, awning or any other attachment, addition or device, to or on any part of the common property or any part of the exterior of a building, including on a patio, stoep or balcony, without the written consent of the trustees, and their approval of the nature, design, the manner and place of installation of the attachment, addition or device. Where the trustees propose improvements to the common property or removal of improvements on the common property on behalf of the body corporate, the trustees shall adhere to the provisions of management rule 33.
- 10.4 To obtain the written consent of the trustees in terms of sub-rules 10.1, 10.2 and 10.3, the owner shall apply to the trustees in writing. The application shall be accompanied by sufficient plans and specifications that explain the nature, design, shape, size, material, colours and place of installation of the proposed alteration, attachment, addition or device. The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent.

Renovations to sections

- 10.5 For insurance purposes, an owner shall provide the trustees with full details, including valuations, of fixtures and fittings installed or substituted during a renovation. An owner shall comply with the applicable regulations when installing or replacing a gas installation in respect of his section.

Structural alterations to sections and/or the common property

- 10.6 An owner shall comply with the following provisions regarding structural alterations to his section and/or the common property:
- 10.6.1 An application, together with plans of the proposed structural alterations, and any other additional documents that may be required by the trustees, must be submitted to the trustees.

- 10.6.2 A deposit, as required by the trustees, must be paid to the body corporate, to cover the body corporate should any damage occur to the common property during construction or should there be any expenditure for the body corporate as a result of construction of the structural alteration.
- 10.6.3 A submission fee and/or scrutiny fee must be paid to the body corporate, if required.
- 10.7 Upon receipt of the application, the trustees must consider the application and must advise the owner or applicant, should they require any further documentation or information. If considered necessary by the trustees, they may:
- 10.7.1 request the owner to furnish them with a report by a structural engineer advising that the proposed structural alterations will not detrimentally affect the structural integrity of the building; and/or
- 10.7.2 consult with an architect, engineer, legal advisor or other professional consultant regarding the proposed structural alterations and recover the costs of the consultation from the owner of the section, provided that the consultation is arranged with his prior knowledge.
- 10.8 If the trustees are satisfied that the proposed structural alterations are aesthetically acceptable and do not impair the structural integrity or harmonious appearance of the building/s, for the purposes of which the trustees shall be the sole judge and their decision shall be final and binding on the owner, the trustees may grant their written consent to the owner and they may approve the relevant plans. The trustees may attach reasonable conditions to their consent. If the trustees refuse/s their consent, they shall give reasons for their refusal.
- 10.9 Once the trustees have approved the plans, the owner shall submit the plans to the local authority for approval, where applicable.
- 10.10 Once the local authority has approved the plans, a copy of the approved plans must be submitted to the trustees to obtain their consent to proceed with the structural alterations.

- 10.11 If required in terms of the Act, the owner shall obtain the authorisation of the members of the body corporate for the structural alterations. The members of the body corporate may impose reasonable conditions when granting their authorisation.
- 10.12 An owner shall comply with the following provisions regarding construction of the structural alterations in respect of a section and/or the common property:
- 10.12.1 The owner must engage suitably qualified or experienced contractors, especially in respect of plumbing, electrical and waterproofing work, and/or suitably qualified or experienced architects, builders and/or structural engineers in respect of the proposed structural alterations.
- 10.12.2 The owner or his contractors must take out appropriate insurance for the duration of construction, if required by the trustees.
- 10.12.3 The owner and his contractors must adhere to the provisions of the Occupational Health and Safety Act, No. 85 of 1993, where applicable.
- 10.12.4 The owner and his contractors must make provision for fire prevention and shall ensure that the safety of owners and occupiers are not compromised.
- 10.12.5 The owner and his contractors must comply with the requirements of the local authority and the regulations to the National Building Regulations and Building Standards Act, No. 93 of 1977, as amended, where applicable and any other relevant legislation and regulations.
- 10.12.6 The owner shall ensure that the structural integrity of the building is not compromised.
- 10.12.7 Upon completion of the structural alterations, the owner shall notify the trustees, who shall arrange for an inspection and the issue of a compliance certificate, before refunding the deposit (without interest) to the owner, subject to any deductions that may be made for costs and damages in terms of these rules.

- 10.13 If required in terms of the Act, the owner shall ensure that the structural alteration is registered in the Deeds Registry.

Provisions applicable to all alterations undertaken in terms of this rule

- 10.14 An owner shall comply with the following provisions regarding all alterations in terms of this rule:

10.14.1 An owner shall comply with the relevant provisions of these rules and the Guidelines and the conditions prescribed by the trustees and/or the body corporate.

10.14.2 An owner shall ensure that the harmonious appearance of the buildings is not compromised. All doors, windows and other external fittings being installed must conform in outward appearance to, or be of a similar standard and appearance as, such items generally installed elsewhere in the buildings.

10.14.3 An owner shall not perform work or allow work to be performed outside the hours of 08h00 to 18h00 on Mondays to Fridays, except for additional specific hours that may be authorised by the trustees in writing. No work is allowed outside these hours or on Saturdays, Sundays or Public Holidays, except emergency repairs and repairs specifically authorised by the trustees in writing.

10.14.4 The common property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds.

10.14.5 The electricity supply of the body corporate may only be used with the consent of the trustees and subject to payment of the costs of such usage.

10.14.6 The work must be performed with the minimum of discomfort, disturbance, obstruction or nuisance to other owners or occupiers. The work must be completed as soon as possible within the timeframe specified by the trustees, if any.

10.14.7 The owner shall ensure that his contractors and/or other workers comply with the provisions of these rules.

- 10.15 Should any work commence before the trustees have granted their consent, or should the scope of work be materially changed, the trustees may instruct the owner or his contractors to stop the work until the necessary authorization to continue with the work has been granted by the trustees.
- 10.16 The owner accepts responsibility and shall be liable to the body corporate (or to other owners, as the case may be) for any damage caused by him or by his contractors or other workers to the common property (or to other sections) and indemnifies the body corporate against such damage or any claims arising therefrom. If an owner or his contractors or workers damage/s the common property during construction, the trustees may appoint an independent contractor to repair the damage and utilise the deposit paid by the owner to defray the costs of repairs and/or recover the costs for shortfall from the owner of the section.

Maintenance

- 10.17 The owner of the section shall repair and maintain the alterations, attachments, additions or devices in respect of his section or the common property in a state of good repair at his own expense. If an owner fails to repair and maintain the alterations, attachments, additions or devices in a state of good repair and any such failure persists for a period of 30 (thirty) days after written notice given by the trustees or the managing agent on their behalf, the trustees shall be entitled to remedy the owner's failure and to recover the reasonable cost thereof from such owner. This provision is also binding upon an owner's successor/s in title.
- 10.18 An owner shall repair and maintain his section (including the pipes, wires, cables and ducts in his section and used in connection with the enjoyment of his section) in a state of good repair as required by section 44(1)(c) of the Act. In particular an owner shall ensure that any kitchen and bathroom outlets and drains are cleaned and remain unobstructed from the inside of the section. If an owner fails to repair or maintain his section in a state of good repair and any such failure persists for a period of 30 (thirty) days after written notice 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.

- 10.19 It is the responsibility of the owner of a section to ensure that the geyser and other overflow pipes do not discharge excessive or unnecessary amounts of overflow water. Where such overflow discharges onto the walkway, it shall be the responsibility of the owner to ensure that the walkway is clean and dry. No such discharge or overflow shall be permitted to cause structural damage or spalling to the common property or walkway and the cost of remedial work in the event of such damage shall be borne by the owner of that section.
- 10.20 Owners and occupiers must ensure that the windows in respect of their sections are kept clean.

11. APPEARANCE OF SECTION AND EXCLUSIVE USE AREA

- 11.1 The owner or occupier of a section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the section or the common property.
- 11.2 The owner or occupier of a section must not, without the trustees' written consent—
- 11.2.1 erect washing lines on the common property; or
 - 11.2.2 hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme; or
 - 11.2.3 display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme; or
 - 11.2.4 keep the front doors of sections open unless a security gate is present and closed and no nuisance or noise emanates from the section and the interior is not aesthetically displeasing and is in a good state of repair and is neat and tidy.
- 11.3 Laundry may be hung on the washing lines in the area designated by the trustees provided that the laundry is removed immediately when it is dry to make space for others to use the washing lines. The washing lines in the

designated areas may not be used for the purpose of hanging laundry or washing for any persons who are not occupiers of sections in the scheme.

- 11.4 Owners and occupiers shall ensure that their sections are provided with adequate curtaining or blinds on all windows. All curtains, linings and blinds which are visible from the outside of the apartment must be of a white, shade of white or of a neutral colour. Curtains or blinds may not be permitted to bellow in the wind through an open window. Curtains or blinds may only be opened if a net curtain of white, shade of white or neutral colour is installed to prevent the interior of the section from being visible from the outside or from another section.
- 11.5 No tinting of glass facing onto the common property is permitted without the prior written consent of the trustees. Only curtains or blinds may be used as window coverings and no tinted foil, sheets, towels or the like will be permitted.
- 11.6 No objects except plant holders may be placed on the window sills and balcony walls, within reason and in the discretion of the trustees.

12. STORAGE OF FLAMMABLE MATERIALS AND DANGEROUS ACTS

- 12.1 Subject to sub-rule 12.2, the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
- 12.2 This rule does not apply to the storage of fuel or gas in—
- 12.2.1 the fuel tank of a vehicle, boat, generator or engine; or
 - 12.2.2 a fuel tank or gas cylinder kept for domestic purposes.
- 12.3 The fire escape may not be used unless in the event of an emergency.

13. SALE, LETTING OF SECTIONS AND RELATED MATTERS

- 13.1 The owner or occupier of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy, or the absence of any provisions.

- 13.2 The owner of a section must ensure that the conduct rules are incorporated into the lease agreement concluded in respect of his section as an annexure to the lease and as a term of the lease agreement, including that the breach of the conduct rules shall constitute a breach of the lease agreement, and will entitle the owner and/or lessor to terminate the lease agreement by 30 days' written notice to that effect to the tenant.
- 13.3 The owner of a section must terminate his lease agreement by written notice to that effect to his tenant upon receipt of a written notice by the trustees requiring termination of the lease agreement, provided that the decision and request of the trustees must be reasonable in the circumstances.
- 13.4 The owner or tenant of a section, who lets, sub-lets or otherwise grants occupation of a section, whether gratuitously or not and irrespective of the lease period, must comply with the following provisions and must ensure compliance thereto by his letting agent:
- 13.4.1 A written lease agreement must be concluded with the tenant;
- 13.4.2 Copies of the conduct rules must be attached to and be incorporated into the lease agreement as a provision of the lease agreement;
- 13.4.3 The following provisions must be incorporated into the lease agreement:
1. The tenant and other occupiers of the section is obliged to comply with the conduct rules of the BODY CORPORATE OF THE OAK LODGE SECTIONAL TITLE SCHEME, SS No. 124/1981 annexed to this agreement.
 2. The tenant further acknowledges that the trustees have the power to impose penalties in respect of contraventions of the conduct rules and that other remedies are available to the body corporate in terms of the conduct rules.
 3. The tenant hereby agrees that a breach of the conduct rules will constitute a breach of the lease agreement and will entitle the owner (lessor) to terminate the lease agreement by 30 days' written notice to that effect to the tenant.

4. The tenant further acknowledges that the owner and/or lessor shall be obliged to terminate the lease agreement by written notice to that effect to the tenant, upon receipt of a written notice by the trustees requiring such termination, provided that the decision and request of the trustees must be reasonable in the circumstances.
- 13.5 No owner or tenant or his letting agent may give occupation of the section to any person until all the provisions of sub-rules 13.4.1 to 13.4.3 above have been complied with.
- 13.6 The owner must notify the body corporate forthwith of any change of ownership in his section and of any mortgage or other dealing in connection with his section.

14. USE AND OCCUPANCY OF SECTIONS

- 14.1 Owners and occupiers must primarily use their residential sections for residential purposes and not for any professional, commercial or industrial purposes whatsoever. No business, trade or industry may be conducted in any section or on the common property. No store room or garage may be utilized for residential, commercial or industrial purposes.
- 14.2 The number of occupants and/or temporary occupants of a section, including children, shall be restricted to:
 - 14.2.1 two (2) persons in respect of a section comprising of one (1) bedroom;
 - 14.2.2 four (4) persons in respect of a section comprising of two (2) bedrooms;
- 14.3 No open fires to be lit on the common property or on any balcony. Owners and occupiers may however make use of properly built barbeque equipment, including Weber type braais, and gas braai devices to braai on their balconies subject to compliance with the reasonable conditions imposed from time to time by the trustees.

15. ERADICATION OF PESTS

- 15.1 The owner of a section must keep the section free of wood destroying insects, including white ants and borer beetles.
- 15.2 The owner or occupier of a section must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- 15.3 The body corporate must recover the costs of the inspection and replacement referred to in sub-rule 15.2 from the owner of the section
- 15.4 The owner of a section must keep the section free of rodents, which may create a health hazard.

16. USE OF COMMON PROPERTY AND COMMUNAL FACILITIES

- 16.1 Owners and occupiers and their invitees must use and enjoy the common property and facilities in such a manner so as not to unreasonably interfere with the use and enjoyment thereof by other owners or occupiers.
- 16.2 The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
- 16.3 Owners and occupiers shall comply with the reasonable conditions imposed from time to time by the trustees in their directives in respect of the use of the common property and facilities.
- 16.4 No plants or trees may be planted on, damaged in any way or removed from the common property without the approval of the trustees;

17. NOISE OR NUISANCE

- 17.1 The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

- 17.2 An owner or occupier shall not use his section or exclusive use area or permit it to be used in such a manner or for such purpose as shall cause a nuisance to any other owner or occupier or an invasion of his or their privacy.
- 17.3 Owners and occupiers must particularly between the hours of 22h00 and 07h00 nightly maintain quietness in their sections and on the common property. No power tools or other noisy devices may be used during the foregoing hours inclusive of Saturdays, Sundays and public holidays. Owners and occupiers must at all other times limit noise to a minimum.
- 17.4 All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments must be kept at audio levels which are reasonable, in the discretion of the trustees and may not be heard from other sections or from the common property.
- 17.5 No hobbies or other activities, which cause an undue or disturbing noise in the opinion of the trustees, are permitted on the common property.
- 17.6 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a section or on the common property.
- 17.7 No firearms, air guns, pellet guns, catapults or bow and arrows may be discharged in a section or on the common property, except in self-defence and related purposes.
- 17.8 No stones or other solid objects may be thrown on the common property.
- 17.9 No private auctions or jumble sales may be held in any section or on the common property.
- 17.10 No door to door canvassing and/or selling are permitted, unless specifically authorised by the trustees.
- 17.11 Children are not permitted to play ball games, ride or use bicycles, skateboards, roller skates, roller blades, scooters or the like on the common property, unless under adult supervision, in the presence of an adult at all times. Playing or running in the car park, on the steps or on the walkways is strictly prohibited.

- 17.12 Children must be supervised when present on the premises of the Scheme to prevent them from causing a nuisance to owners or occupiers. Shouting, screaming and talking loudly is prohibited.
- 17.13 No animal, poultry or any living thing may be slaughtered in any section or part of the common property.
- 17.14 No person may congregate, meet or hold lengthy discussions in the parking area, on the walkways, in the stair-well and outside sections. For that purpose, owners and occupiers should undertake such activities within their sections.
- 17.15 The dropping of items, rolling of items or moving items or furniture on a floor that is not carpeted causes a nuisance and noise which is heard from the section below. Owners and occupiers must ensure that no undue noise is transmitted to the section below as a result of any activity on the floor.

18. BEHAVIOR OF INVITEES ON THE COMMON PROPERTY

- 18.1 Owners and occupiers are responsible for the activities and conduct of their invitees and that they adhere to these rules.
- 18.2 The owner or occupier of a section must take reasonable steps to ensure that his invitees do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 18.3 No employee or contractor of an owner may entertain guests or friends as visitors at any time on the common property or generally wander around or loiter on the common property.
- 18.4 Owners and occupiers must in the interest of security for all concerned check the references and identity documents of their domestics and other workers in their employ.

19. SECURITY MEASURES

- 19.1 Each owner and occupier shall be in possession of a remote control/s for the security gate/s to obtain access to the premises in the event of adoption of

- such a system or shall have registered their mobile numbers with an access control system, if any.
- 19.2 The invitee of an owner or occupier shall contact the owner or occupier concerned by telephone to obtain access to the premises. No shouting from the gate to a section in order to gain access shall be permitted.
- 19.3 Owners and occupiers shall in the interest of the safety and security of all owners and occupiers:
- 19.3.1 ensure that upon entering or leaving the premises, the relevant gate closes properly, in this regard the gate closes automatically and no tailgating may occur;
 - 19.3.2 ensure that no unauthorised or unknown person enters the premises through a gate;
 - 19.3.3 not open any gate for an unauthorised or unknown person and shall not open the gate for any other resident;
 - 19.3.4 report the presence of any suspicious person on the premises to a trustee or managing agent;
 - 19.3.5 exercise proper control over their remote controls if any, to prevent it from being abused;
 - 19.3.6 report to the trustees or the managing agent should their controls be lost;
 - 19.3.7 comply with all further security measures and procedures that the trustees may prescribe from time to time in their directives.
- 19.4 Remote-control devices and valuables are not to be left in vehicles;
- 19.5 Owners and occupiers must inform the trustees when they are away from their sections for extended periods and provide them with their contact details for use in the event of an emergency.
- 19.6 No hawkers, beggars or people looking for work or accommodation may be allowed on the common property and no owner or occupiers may provide access to such hawkers, beggars or people looking for employment or accommodation.

20. EXCLUSION OF LIABILITY

20.1 Any owner or occupier or other person present on the common property or using any of the facilities or services of the body corporate does so entirely at their own risk. Any claim of an owner or any other person shall be limited to the amount actually recovered by the body corporate from the receipt of proceeds of any general public indemnity liability insurance, if any. If and to the extent that the body corporate does not have any such public indemnity liability insurance, no such person shall have any claim against the body corporate, save in the case of bad faith or gross negligence.

20.2 Subject to sub-rule 20.1, the body corporate, the trustees, the managing agent or any of the body corporate's agents, employees or contractors shall not be liable for any loss (including consequential loss), injury, loss of life or damage to person or property of any nature whatsoever which any owner or other person whosoever may sustain:

20.2.1 by reason of any defect in or state of disrepair of the common property or any facility, service or property, or any part thereof, or any fittings, fixtures, equipment or appurtenances of whatsoever nature therein, notwithstanding that such effect or state of disrepair may be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the body corporate, the trustees, the managing agent, or any of the body corporate's agents, employees or contractors; or

20.2.2 directly or indirectly, in or about the common property, whether such injury, loss or damage be due to theft, the action of rain, wind, hail, lightning, explosion, spontaneous combustion, gas, fire water leakage, seepage, cessation or interruption of or defect in any electric, gas, fuel, water, sanitary, telephone, air conditioning or other services to the body corporate or sections (irrespective of the cause thereof), or be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the body corporate, the trustees, the managing agent, or any of the body corporate's agents, employees or contractors, or be due to riots, strikes, civil commotion or any other cause whatsoever.

- 20.3 The owners undertake in favour of the body corporate, as soon as practical, to notify their occupiers and invitees of the provisions of this rule 20, and to take all such steps required and/or necessary to ensure that such persons agree hereto in writing in such form as the trustees may from time to time determine so as to enable the body corporate to accept the benefits hereof at any time without notice to such person.
- 20.4 Subject to clause 20.1, every owner individually hereby fully and completely indemnifies and holds harmless the body corporate against all claims of whatsoever nature and howsoever arising which may be brought against the body corporate by that owner or the occupiers of his section or any invitee of the owner or occupier, or any other person within the premises of the Scheme at the invitation of or under the control of the owner or occupier concerned, notwithstanding the nature of such claim.
- 20.5 The body corporate shall not be liable for any costs of suit in any legal proceedings instituted against it in any court or arbitration forum or other tribunal by any owner. The exclusion herein contained will not apply if the proceedings in question are founded on any conduct of the body corporate or its representatives or employees which is alleged by the claimant, and found by the court, arbitrator or tribunal, as the case may be to be mala fide or wilfully wrongful.
- 20.6 The body corporate shall not be liable for any damage suffered by an owner or occupier or any other person present within the premises of the Scheme by reason of power surges.

21. WRITTEN CONSENT OF THE TRUSTEES

- 21.1 Whenever the written consent of the trustees is required in terms of these rules, application for such consent must be made in writing and the applicant must furnish the trustees with all the information, details and documentation as may be required by them from time to time. The written consent of the trustees in terms of these rules or the withdrawal thereof shall be in such format as the trustees shall from time to time determine.
- 21.2 The Trustees shall withhold consent in respect of any application by an owner whilst the owner or his tenants or the occupiers of his section or the invitees of

the owner, his tenants or other occupiers are in contravention of these conduct rules, the management rules or the provisions of the Act.

21.3 The trustees may attach reasonable conditions to their consent. The trustees may summarily withdraw their consent in the event of non-compliance with any of their conditions. When withdrawing their consent, the trustees shall notify the owner or occupier in writing and provide him with reasons for their decision.

21.4 If the trustees refuse their written consent in terms of these rules, they must furnish reasons for refusing their consent.

22. WRITTEN NOTICES

22.1 A written notice in terms of these rules must be in such format as the trustees may from time to time prescribe.

22.2 A written notice will be regarded as having been properly delivered, if delivered to the owner by:

22.2.1 hand, in which event it shall be regarded as having been received on the date of delivery, or

22.2.2 registered post to his *domicilium citandi et executandi*, in which event it shall be regarded as having been received on the 4th day after the date of posting, or

22.2.3 fax or e-mail to the fax number or e-mail address reflected in the records of the body corporate, in which event it shall be regarded as having been received on the date of transmittal.

23. CONTRAVENTION OF THESE RULES, THE MANAGEMENT RULES OR THE ACT

23.1 If an owner or occupier or the invitees of an owner or occupier contravene/s these rules, the management rules or the Act, the trustees shall be entitled, without prejudice to the other rights or remedies which the body corporate may have in law, or in terms of the Act, any other act, the management rules or these rules, including to claim compensation for damages, to:

- 23.1.1 enter the section, exclusive use area and/or the common property to take such action as may be reasonably required to remedy the contravention and hold the owner of the section liable for the costs incurred in this regard; and/or
 - 23.1.2 bring a court application for a suitable order; and/or
 - 23.1.3 institute arbitration proceedings; and/or
 - 23.1.4 apply to the applicable Ombud for a suitable order, as soon as the Ombud Service is in operation; and/or
 - 23.1.5 institute mediation proceedings or expert intervention; and/or
 - 23.1.6 impose a penalty on the owner of the section in terms of conduct rule 25; and/or
 - 23.1.7 withhold consent in respect of any matter under these rules in respect of which the consent of the trustees is required; and/or
 - 23.1.8 remove a mobile number from the access control system which shall only be reinstated after the remedy of the contravention and the payment of a minimum reconnection fee of five hundred rand (R500.00).
- 23.2 Aforesaid provisions may, where applicable, also be applied to occupiers of sections.

24. COMPLAINTS

Owners or occupiers must address their complaints pertaining to contraventions of these rules by other owners or occupiers or their invitees, or any other cause for concern, to the trustees or the managing agent in writing.

25. IMPOSITION OF PENALTIES

- 25.1 If the conduct of an owner or occupier or the invitees of an owner or occupier constitute/s a nuisance in the opinion of the trustees, or a contravention of a provision of the Act, the management rules or these rules, the trustees or the managing agent on their behalf may, without prejudice of

the other rights or remedies available in terms of these rules, by written notice:

- 25.1.1 inform the owner of the section of the nuisance or contravention;
and
 - 25.1.2 warn the owner that if he, or the occupier fail/s to remedy the contravention and/or if he or they persist/s in such conduct or contravention, a penalty will be imposed on the owner of the section.
- 25.2 If notwithstanding the written notice given by the trustees or the managing agent in terms of sub-rule 25.1, the owner or the occupier of the section fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, the trustees may resolve to impose a penalty on the owner of the section. The trustees or the managing agent on their behalf, shall by written notice advise the owner of the penalty and state the reasons for imposing the penalty.
- 25.3 The penalty imposed under sub-rule 25.2 above, shall become due on the passing of the resolution by the trustees and must be paid within 30 (thirty) days of the date of the written notice. Should the penalty remain unpaid it may be added to the owner's levy statement and may be recovered from the owner of the section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- 25.4 The trustees shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the trustees at a general meeting provided that no single penalty shall be less than five hundred rand (R500.00).
- 25.5 A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.

- 25.6 An owner may within 30 (thirty) days of the date of the written notice of the penalty in terms of sub-rule 25.2, submit an objection, with a motivation, against the penalty imposed, to the trustees.
- 25.7 Upon receipt of the objection, the trustees may:
- 25.7.1 withdraw or reduce the penalty; or
 - 25.7.2 schedule a trustees' meeting (hearing) for the purpose of considering the objection and invite the owner to attend the meeting, and/or to be represented at the meeting.
- 25.8 At the trustees' meeting (hearing) referred to in sub-rule 25.7.2 above, the owner and/or his representative shall have the right to:
- 25.8.1 present his case;
 - 25.8.2 present any evidence, including the calling of witnesses, to substantiate his case;
 - 25.8.3 cross-examine any person called as witness in support of the charge;
 - 25.8.4 have access to documents produced in evidence; and
 - 25.8.5 produce mitigating factors.
- 25.9 The failure of the owner charged or his representative to attend the trustees' meeting referred to in sub-rule 25.7.2 shall not render the proceedings at the meeting void. Should the owner or his representative not attend the trustees' meeting without providing a reasonable request for postponement, the trustees may, in their sole discretion, continue with the trustees' meeting and consider the objection in the absence of the owner.
- 25.10 Upon the conclusion of the trustees' meeting, the trustees shall deliberate the evidence and if so resolved, they may:
- 25.10.1 uphold the penalty; or
 - 25.10.2 withdraw or reduce the penalty.
- 25.11 Should the owner not agree with the decision of the trustees in terms of sub-rule 25.10 the owner may request, without prejudice of the other rights or remedies which may be available in terms of the Act or the rules or in law,

that the matter be referred for arbitration proceedings in terms of management rule 71.

26. LIABILITY FOR DAMAGES AND COSTS

- 26.1 If an owner or occupier or any invitee of an owner or occupier causes damage to the common property, the owner of the section concerned shall be liable to the body corporate for the damage caused and for the costs of repairs.
- 26.2 An owner shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, administrative costs, expenses and charges incurred by the body corporate in obtaining the recovery of any compensation for damages, penalties, costs or other arrear amounts due and owing by such owner to the body corporate in terms of these rules, or in enforcing compliance with these rules.
- 26.3 Any costs incurred by the trustees in terms of these rules, shall be regarded as a levy and may be added to the levy account of the specific owner, who was/is liable for the costs in terms of the rules, and may be recovered from the owner as a levy debt, with interest at the rate applicable to arrear levies.

27. RELAXATION OF RULES

No indulgence or relaxation in the application of these rules shall constitute a precedent, waiver or consent, or prevent the enforcement thereof by the trustees.