

CONDUCT RULES

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

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

The Body Corporate of Schoongezicht

**Sectional Title Scheme
No 55. 137/1985**

(Approved at Annual General Meeting
on 21st October 2004)

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PRELIMINARY

A. APPLICABILITY

- (1) *The Conduct Rules, the provisions of Section 44 of the Sectional Titles Act, No 95 of 1986 and the provisions of Management Rule 68 shall be binding on the owner, lessee or occupier of a section and on the trustees and managing agent (if so contracted).*
- (2) *It shall be the duty or responsibility of an owner to ensure compliance with these Conduct Rules by the lessee or occupier of his section, including the employees, guests and any family members of the owner, of his lessee or of his occupier.*
- (3) *Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule (2) above, the owner shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed.*
- (4) *Damages, penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules, shall be deemed to be a levy and may be added to the owner's levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.*

B. INTERPRETATION

- (1) *In the interpretation of these Rules, unless the context otherwise indicates:-*
 - (a) *“Act” means the Sectional Title Act, 1986 (Act No. 95 of 1986) as amended from time to time and any regulations made and in force thereunder.*
 - (b) *Words and expressions used, shall bear the meanings assigned to them in the Act.*
 - (c) *Words importing:-*
 - (i) *the singular number only shall include the plural and the converse shall also apply;*
 - (ii) *the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.*
 - (d) *“Trustee” includes an Alternate Trustee.*
 - (e) *The headings to the respective Rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the Rules.*
 - (f) *“An Owner” or “The Owners” shall mean the registered owner of a unit or purchaser of a unit who is in occupation of a section and shall include such an owner, members of his family, his servants, employees, guests and invitees, for all of whom he shall be vicariously responsible.*

- (g) *“The Section” or “His Section” shall mean the section forming portion of the unit registered in the owner’s name, or purchased by the owner.*
 - (h) *“The Trustees”, “The Body Corporate” and “The Common Property” shall have the meanings assigned to them in the Sectional Titles Act No. 95 of 1986, (“the Act”).*
 - (i) *“Unit” shall mean the unit in respect of which the owner has the right of occupation and unless the context indicates to the contrary, shall include any servant’s room, parking bay or garage in respect of which the owner has the right to use.*
 - (j) *“Occupier” shall mean any person who lawfully occupies the unit through the owner.*
 - (k) *“Premises” or “Property” shall mean the residential block of units and the immovable property upon which it is situated.*
- (2) *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 public holiday.*

C. DIRECTIVES

- (1) *The trustees may issue Directives in connection with any Conduct Rule.*
- (2) *The Directives shall not be in conflict with any Management or Conduct Rule.*
- (3) *The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorized to create further Conduct Rules through their issuing of Directives.*
- (4) *The trustees shall cause copies of any Directives introduced during any financial year, together with copies of Directives approved during previous financial years, to be tabled at the next Annual General Meeting for approval by ordinary resolution majority.*
- (5) *At the Annual General Meeting any Directive tabled and approved by majority vote shall remain a Directive for the ensuing year, but shall lapse if not so approved.*



CONDUCT RULES

1. GARDEN AREAS

The watering and upkeep of the exclusive use garden areas is the sole responsibility of the owners/occupants of the units. The only responsibility of the Body Corporate is to mow the lawn. The lawns will be cut approximately every 10 days in summer and three weeks in winter. Should a unit be left vacant for any lengthy period (this does not include normal annual holidays) arrangements must be made for the watering and general upkeep of the garden. Owners of such vacant units may arrange with the superintendent for a watering service to be provided by Body Corporate labour, for which a monthly charge will be levied. Dog's droppings, if any, in the exclusive garden area are to be removed by the owner/tenant before the lawn is mowed.

2. ANIMALS, REPTILES & BIRDS

- 2.1 The word PET in these Rules includes any animal, bird, reptile or fish.
- 2.2 Owners shall not permit any pet to be or remain in his section or on the common property without the prior written consent of the Trustees.
- 2.3 Applications for approval to keep a pet shall be made in writing and shall include full details and description of the pet.
- 2.4 The Trustees shall consider the merits of each application in accordance with the criteria set forth in the Sectional Titles Act and the Rules thereof and any approval to keep a pet shall be subject to such conditions as the Trustees may prescribe.
- 2.5 Approval shall only be granted in respect of specific and identifiable pets and shall not be renewable or transferable to any other pet. Neither shall any such approval granted in respect of a particular unit be transferable to any other unit.
- 2.6 No more than 1 (ONE) dog or cat shall be kept in any 1 (ONE) unit.
- 2.7 Pets shall be kept in the unit and shall not be kept unattended and uncontrolled in the garden and yard areas of unit.
- 2.8 Dogs and cats are to be spayed or neutered as applicable and veterinary certificates are to be submitted with applications for approval.
- 2.9 Dogs and cats shall not be permitted to roam freely on the common property. At all times when dogs are on the common property they shall be on a leash not exceeding 2 metres in length and under the control of a responsible person. Such person shall be responsible to ensure that the dog does not soil or damage common property or private property or cause a nuisance or inconvenience to any person legally on the precincts of Schoongezicht. Such person shall be responsible to remove and dispose of in a sanitary fashion any excrement or other offensive material left by the dog under their control.



- 2.10 Uncontrolled barking, yelping or howling constitutes an unacceptable nuisance and owners are required to take suitable action to prevent such nuisance.
- 2.11 These Rules apply to all owners, occupants and residents of Schoongezicht and to their guests, visitors and lessees, who are equally subject to all of the requirements and conditions mentioned herein.
- 2.12 The Trustees reserve the right to consider any particular circumstance not falling within the ambit of the aforementioned clauses and to institute such additional conditions as may be warranted or necessary in such circumstances.
- 2.13 In the event of any breach of these Rules or any additional special conditions the Trustees reserve the right to withdraw any approval granted or to withhold the granting of further approvals.

3. SERVANTS TOILETS

- 3.1 Where owners/occupants employ a servant, they should ensure that a key is available.
- 3.2 Servants are expected to keep the toilets clean and sanitary at all times and owners/occupants will be held responsible that this is done.
- 3.3 Owners/occupants must supply their servants with toilet paper - to obviate blockages. Newspapers, etc. is **NOT** to be used.
- 3.4 To prevent use by passers-by, toilets must be kept locked at all times.

4. SWIMMING POOL

- 4.1 The swimming pool is part of the common property and access to and use of the pool is regulated to allow **authorised persons** to enjoy this amenity with due consideration to all residents of Schoongezicht.
- 4.2 (a) Authorised persons in this context are owners, lessees, their family members and bona fide guests staying with such owners or lessees. Persons having no connection with Schoongezicht are not authorised persons.
(b) No person shall use the swimming pool or area within the pool fence unless accompanied by a resident adult (owner or lessee).
- 4.3 Each owner is supplied with a key to the swimming pool gate. For safety reasons the gate must be kept locked at all times.
- 4.4 No person may climb over the gate or fence to gain entry to the swimming pool area.



- 4.5 No pets are allowed in the swimming pool area or anywhere within the security fence.
- 4.6 The playing of games, the throwing of balls or other objects is strictly forbidden in the swimming pool and within the fenced area thereof; as is any other conduct and/or activity which could constitute a nuisance and/or a danger to other users.
- 4.7 No foreign objects or any description including coins, marbles, stones and the like may be thrown or otherwise put into the pool.
- 4.8 The use of surf boards, lilos, vehicle inner tubes and such like is strictly forbidden.
- 4.9 Unnecessary shouting, rowdiness and other anti-social conduct is strictly forbidden.
- 4.10 Litter bins are provided for the disposal of rubbish, cigarette butts and other such litter.
- 4.11 Tampering with the filtering system, the cleaning system, any part of the pool mechanism or the chemical balance of the water by any person not specifically authorised to do so is strictly forbidden.
- 4.12 For the months of December and January and for other school holiday periods children may use the pool between the hours of 10.00 am and 12 midday and also between 14h00 and 18h00 in the afternoon. Outside of these times the pool is reserved for adults.
- 4.13 The swimming pool may be used during the hours of 6.00 am to 10.00 pm only.

5. ALTERATIONS

- 5.1 Prior written application to and written approval by the Trustees is required for the installation or erection of any awnings, patios, roofs, carports, or any other coverings or additions, as well as the appearance, quality or colour thereof. In absence of such approval, the owner may be required to remove such object within 30 days, at his own cost, in absence of which the Trustees may have same removed at the owners' risk, and the owner held liable for any costs incurred in this regard.

The owner will be held responsible for the cost of maintaining all additions/alterations made to his unit unless such additions form part of a scheme change and are recorded on the sectional title plans and the participation quota applicable to the unit is adjusted accordingly.

- 5.2 An owner shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without written application to and first obtaining the written consent of the Trustees.



- 5.3 Notwithstanding sub-rule 5.2, an owner or person authorised by him, may install:
- 5.3.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - 5.3.2 any screen or other device to prevent the entry of animals or insects;

provided that the Trustees have on written application first approved in writing the nature, design and colour of the device and the manner of its installation.

- 5.4 An owner shall be liable for any damage caused to the common property, by him or the occupier(s) of his section, or their visitors or employees and contractors.
- 5.5 Whereas an owner may effect alterations to the interior of his section, structural alterations may only be effected after written application to, and having obtained the written approval of the Trustees, which shall not be unreasonably withheld, but which may be made subject to reasonable conditions and the payment of a refundable deposit of R500-00 on satisfactory completion and approval of Trustees.
- Such alterations include any alterations to plumbing and electrical wiring or conduits. All alterations to, or repairs of, plumbing and electrical wiring, must be done by qualified persons and the work must comply with standards required by the Local Authority.
- 5.6 Owners may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.

6. CONTRACTORS & THEIR EMPLOYEES

- 6.1 An owner who has appointed a contractor to undertake any form of work on his section must ensure that the contractor and his employees are properly supervised at all times and that the contractor, if he is not present at the section, has appointed a responsible person to supervise his employees. The employees of contractors are specifically not allowed to have access to the common property without adequate supervision. Contractors and their employees must under no circumstances be allowed access to the complex without direct supervision of the particular owner or his delegate.
- 6.2 The Trustees shall have the right to issue regulations applicable to any construction activity of whatsoever nature carried out at any unit.
- 6.3 Contractors must restore the property to the original condition upon completion of the work performed. Failure to do so may cause the Trustees to clean-up and restore at the expense of the applicable owner.



- 6.4 Ablution facilities will be provided for contracted workers and these, must, at all times be kept in a clean and hygienic condition. Upon completion of the work the Trustees will restore the toilets to original hygienic condition at the expense of the particular owner.

7. SIGNS & NOTICES

- 7.1 No owner 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.
- 7.2 "For Sale" signs must indicate units are for sale and are only allowed to be erected on the external pavement and not on the common property.

8. APPEARANCE FROM OUTSIDE

- 8.1 The owner of a section shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, at the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 8.2 Owners must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (SEVEN) days of taking occupation. All linings to curtains, when viewed from outside, must be of neutral colour or white, acceptable to the Trustees at their discretion.
- 8.3 No owner may, without written application and 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.
- 8.4 Exclusive use garden areas must be well tended and watered at the expense of the owner.
- 8.5 No ivy or creepers that cling to walls and that damage wall surfaces will be permitted.

9. LITTERING

- 9.1 An owner 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.
- 9.2 In particular, an owner of a section may not throw any material or object over balcony walls.



- 9.3 Owners when clearing their post-boxes, must remove all items therefrom and dispose of any items or junk mail in their respective exclusive use areas and not litter the common property.

10. PARKING & VEHICLES

- 10.1 Owners/occupants are to ensure that their own and their guest's cars do not obstruct roads, garage and carport entrances, etc. and in any other way constitute a nuisance. Parking on lawns is strictly prohibited.
- 10.2 The parking of any vehicle of any description anywhere within the boundaries of Schoongezicht shall be regulated in accordance with the provisions of these Rules.
- 10.3 The Trustees for the time being in office shall be and are here authorised and empowered to take such actions and to do such things and to sign such documents as may be necessary to implement these Rules.
- 10.4 The provisions extant of the Sectional Titles Act as amended shall be applicable and shall be supplemented to the extent necessary by the under-mentioned provisions of these Rules.
- 10.5 The parking of any vehicle including road vehicles of any description, boats, trailers and caravans on any part of the common property not specifically demarcated for such purposes shall be prohibited.
- 10.6 Resident's vehicles shall be parked in their garages and carports.
- 10.7 Resident's vehicles shall not be parked in visitors parking facilities.
- 10.8 Lift Club vehicles belonging to non-residents shall not be parked on the common property.
- 10.9 Any infraction of the foregoing shall be subject to the imposition of financial penalties.
- 10.10 Any vehicle parked illegally or improperly in terms of these Rules shall be liable to be removed from the property at the risk and expense of the owner of the vehicle.
- 10.11 Any relaxation of the foregoing shall be subject to the sole discretion of the Trustees for the time being and subject to such terms and conditions as the Trustees may specify in writing.
- 10.12 No owner shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- 10.13 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.



- 10.14 Vehicles may not exceed a speed of strictly 20 (TWENTY) kilometres per hour on any part of the common property.
- 10.15 No owner shall be permitted to use any water source of the Body Corporate when washing a vehicle on any part of the common property or on an exclusive use area.
- 10.16 Caravans, boat trailers or other vehicles too large to be housed in the present carport and garages are not allowed to be parked on the common property. No vehicles exceeding 5 ton are allowed on the property.

11. FIRE HOSES

Municipal regulations require that the fire hoses are only to be used for the purpose intended and may NOT be used by owners/occupants for the watering of gardens, washing of motor vehicles, etc. A fine of up to R500-00 may be imposed by the Municipality on any person found acting in contravention of this regulation.

12. COMMUNAL WATER TAPS

Owners/ Occupants may not use water from communal water taps for any purpose whatsoever, nor may water be used by them from taps of unoccupied units.

13. NOISE

- 13.1 All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable at the discretion of the Trustees.
- 13.2 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.
- 13.3 No explosives, crackers, fireworks or items of similar nature may, at any time be exploded, lit or operated in sections or any part of the common property.
- 13.4 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.
- 13.5 Motor vehicle engines may not be unduly revved on the common property or exclusive use areas so as to disturb the good peace and quiet of the complex.

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14. REFUSE DISPOSAL

An owner of a section shall:-

- 14.1 in terms of sub-rule 14.3, 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;
- 14.2 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;
- 14.3 for the purpose of having the refuse collected, place such municipal containers and/or bags within the area and at the times designated by the Trustees in directives issued in terms of sub-rule 14.4;
- 14.4 comply with any directives issued by the Trustees from time to time regarding the disposal of refuse, and not dispose or allow the disposal of any refuse in any other manner than as provided in this Rules and such directives.

15. STORAGE OF INFLAMMABLE MATERIAL, ETC.

No owner shall 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.

16. LETTING & OCCUPANCY OF UNITS

- 16.1 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.
- 16.2 No owner, lessee or occupier of a section shall allow more than 4 (FOUR) or 6 (SIX) persons per two or three-bedroomed unit respectively to reside in the section at any one time.
- 16.3 Upon written application and with the prior written consent of the Trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 14 (FOURTEEN) days at a time and not for an aggregate period of more than 28 (TWENTY-EIGHT) days in any calendar year.

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- 16.4 No section may be let for a period less than 4 (FOUR) consecutive months without written application to and written approval by the Trustees.
- 16.5 An owner who wishes to let his section must inform the Managing Agent of the tenant or lessee's name and contact details before the new tenant takes occupation.
- 16.6 The Managing Agent shall ensure that the tenant is in possession of the Conduct Rules or shall provide at the owner's cost, the new tenant or lessee with a set of these Conduct Rules.
- 16.7 An owner shall notify the Trustees or Managing Agent forthwith in writing of any change of ownership in, or occupation of his section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, any mortgage of or other dealing in connection with his section.
- 16.8 No form of "time-sharing" or any similar arrangement whereby a person other than the owner or his immediate family may utilize a section for a specified period or periods of time, may be concluded in respect of a section.
- 16.9 Subject to the provisions of these Rules, an owner of a residential unit shall use his section for residential purposes only and for no other purpose whatsoever other than normal D.I.Y. work done by owners.
- 16.10 No person may reside in a section, exclusive use area or other part of the common property, other than a section intended for residential purposes.
- 16.11 Owners shall notify their tenants that they are bound and shall abide by the Rules of the Schoongezicht Body Corporate and shall provide a copy of the Conduct Rules to them prior to commencing their period of tenancy.

17. TELEVISION ANTENNAE

No television antennae are to be affixed to any part of the exterior of units or on any part of the common property, including exclusive use common property, but must be installed within the roofs of units.

The restriction shall not apply to satellite dish antennae and/or CSN grid antennae for which approval has been granted in terms of a written agreement between the Body Corporate and an owner which agreement must be signed and a fee of R50-00 must be paid before installation.

18. MOTOR OIL ON BRICKS

Any oil spillage on the brick paving must be cleaned off immediately by resident/owner within seven days of such spillage. Should this not be done, the oil will be cleaned away by the Body Corporate labour and an account rendered to the owner of the unit in question which shall be payable within 30 days from date of the account.



19. STREET LIGHTS

The street lights are not to be tampered with or used for any purpose for which they are not intended (e.g. chaining trailers to light posts).

20. CREEPERS ON ROOF TIMBERS OF PATIOS

Should the owner of a unit allow coverage by creepers over patio beams to become too thick to allow maintenance of the woodwork of the beams, the owner shall be personally responsible for such maintenance and the possible replacement of the beams should they deteriorate through lack of maintenance.

21. STORAGE ON ROOF TIMBERS OF GARAGES

No items are to be stored on or hung from the roof timbers of garages.

22. LABOUR FORCE

The Body Corporate's labour force is under the direct control of the maintenance supervisor. No instructions may be given to any of the workers by residents/owners. Any requests or complaints of a maintenance nature should be directed to the maintenance supervisor.

23. COMMON LAW RIGHTS

Owners/occupants are reminded of their common law rights and the existing local authority regulations regarding such matters as noise, troublesome dogs, etc. Complaints in this regard should be directed to the relevant authority, e.g. SA Police and Municipality, where applicable, and not to the maintenance supervisor.

24. STORM DRAINS

As a service to owners and in order to minimise the risk of blockage by leaves, etc. a ball of wire mesh has been placed in the sump of the storm drain which passes under each unit. As owners are responsible for any blockages which may occur in the drains of their units, it is in their own interests to ensure that leaves, etc. trapped by the wire mesh, are removed to obviate the possibility of flooding.

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25. RESIDENTIAL PURPOSES

Schoongezicht is strictly a residential complex, no owner/occupant shall use or permit to be used any unit for other than strictly residential purposes.

26. SECURITY

26.1 Owners must at all times ensure that the security and safety of all other owners and their property are preserved, and in particular must:-

26.1.1 ensure that upon entering or leaving, all security doors and gates are properly closed; and

26.1.2 that such doors and gates are never opened for persons other than those known to occupy a section or employed by the Body Corporate and by arrangement only.

26.2 Trustees may from time to time issue directives for the proper compliance with these Rules.

27. PAYMENT OF LEVIES

27.1 Levies are payable in advance on the 1st working day of each and every month.

27.2 Late payment of levy will attract interest charges (from due date to payment date) as determined at the previous Annual General Meeting.

27.3 Defaulters will be given one written warning to settle their arrear levy payments. If the levy remains unpaid, the owner will be handed over to a lawyer for collection of arrear levies. All legal costs will be for the account of the defaulting owner.

27.4 Payments must be deposited directly into the bank account maintained by the Body Corporate.

28. IMPROVEMENTS ON OR TO THE COMMON PROPERTY

28.1 No duty shall be placed upon any owner in regard to the provision of any improvement on or to the common property, unless a proposal to make such improvement has been approved by a Special Resolution at a General Meeting of owners of sections.



28.2 No owner or other occupant of any unit shall, save with the prior written consent of the Trustees:-

- (a) alter or add to, structurally or decoratively, externally or internally, any portion of the premises, whether occupied as of right or not;
- (b) use a unit for other than strictly residential purposes;
- (c) hold or permit to be held any auction sale in any portion of the premises or display any advertisement on or outside the buildings or any portion thereof;
- (d) erect any tent or other structure or alter or remove any shrub, tree or plant in the garden or elsewhere in the grounds;
- (e) permit any of his possessions or the possessions of any of his household or any of his visitors or invitees or any refuse or rubbish for the disposal of which he is responsible, to remain in any entrance or passage, staircase or other part of the premises to which occupiers of the premises have common access.

29. RESTRICTION ON OWNERS

No owner or other occupant of any unit shall:-

- 29.1 expose from or otherwise make visible from any unit or elsewhere any washing or articles being aired or cleaned or any garbage, rubbish or rubbish bin in a manner which the Trustees deem unsightly;
- 29.2 deny the Trustees or their servants or nominees or the Managing Agent, access to any unit, garage and/or servant's room or other part of the premises which the owner is entitled to occupy for the purposes of inspection;
- 29.3 neglect to make good any damage caused to the premises by him, his family, tenant, invitee or guest or any other person over whom he has control;
- 29.4 neglect to repair within 3 (THREE) days any window pane broken from whatsoever cause (other than a wilful act of a servant of the Body Corporate) in any premises which he is entitled to occupy;
- 29.5 allow that part of the premises over which he has rights of occupation, to become unsanitary or accumulate with rubbish, a danger to health or otherwise dirty or untidy;
- 29.6 keep in the premises any materials of a dangerous or explosive nature, the keeping of which contravenes any statute or local regulation or by-law or constitutes a nuisance to occupants of other portions of the buildings or voids or renders void any insurance effected by the Body Corporate or would result in the increase in the rate of such insurance;



- 29.7 permit anything to be done in such unit or upon any other portion of the premises or property which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers at Schoongezicht or permit to make any disturbance or allow his children, guests, tenants or any other person for whom he is responsible, to make any disturbance or noise which in the opinion of the Trustees in their sole and absolute discretion, would constitute an invasion of the right or privacy of the other occupiers of the units.

30. OBLIGATIONS ON OWNERS

Every owner or other occupant of any unit shall:-

- 30.1 ensure that any drain pipes in or from such unit shall be maintained, cleaned and unobstructed from time to time and shall forthwith in the event of their becoming obstructed, have the same cleaned at his expense;
- 30.2 at his own expense forthwith make good all damage done, whether accidentally or otherwise, to any part of the common property by him or any member of his household or any of his servants, invitees or guests.

31. CONSENT TO JURISDICTION

- 31.1 Notwithstanding anything to the contrary contained in these Rules, all owners/occupants shall consent to the jurisdiction of the Magistrate's Court, Cape Town, and the Trustees shall be entitled to institute legal proceedings on behalf of the Body Corporate by way of application, action or otherwise in the Magistrate's Court, Cape Town, for the purposes of restraining or interdicting breaches of any of these Rules and, without limiting the generality of the foregoing, in particular to restrain or interdict breaches of Section 68 (in the Sectional Titles Act 95 of 1986) and the Conduct Rules in force from time to time.
- 31.2 The Trustees of the Body Corporate shall be entitled to recover any and all costs including legal costs on an attorney and client basis from any member of the Body Corporate against whom the Trustees are obliged to proceed:-
- (a) for the recovery of any levies or other charges contemplated in Section 30 of the Act; or
 - (b) in respect of any breach of these Rules by such member, his guest, invitee or tenant;
 - (c) no payment of any amount due in terms of these Rules may be withheld because of a dispute between the owner concerned and the Body Corporate.



32. ENFORCEMENT OF RULES

Notwithstanding and without derogating from the provisions of Section 69 of the Sectional Titles Act, when a Lessee or other occupier (other than the owner), takes occupation of any section(s) or parking bay or garden area, his rights of occupation thereto shall be deemed to be subject to due compliance from time to time by him with these Rules, and if he shall fail to comply therewith, the Body Corporate shall be entitled in its discretion, to enforce compliance by him with these Rules and pursuant hereto, an owner shall only be entitled to give the rights of occupation of a section(s), parking bay or garden area to a Lessee or other occupier, who shall only be entitled to take occupation thereof, subject to this express stipulation.

33. IMPOSITION OF PENALTIES

- 33.1 If the conduct of an owner or an occupier of a section or his or her visitors constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, or disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and occupier with a written notice which may in the discretion of the trustees be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.
- 33.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting of trustees to discuss the matter and to impose a fine.
- 33.3 A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 7 (SEVEN) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case but except in so far as may be permitted by the chairperson, he or she may not participate in the affairs of or voting at the meeting.
- 33.4 After the owner or occupier has been given the opportunity to present his or her case, the trustees may by way of a special resolution (75% of the trustees present at the meeting with a minimum of three trustees), impose an initial penalty for the first offence and a subsequent penalty for each identical offence thereafter.

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- 33.5 Any fine imposed in terms of sub-rule (33.4), may if it is not paid within 14 days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of Section 37(1) of the Act and claimed by the trustees as part of the monthly instalments payable by the owner.
- 33.6 The body corporate may, at a general meeting, from time to time, determine the amount of the initial and subsequent penalties.

34. RELAXATION OF RULES

- 34.1 No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any item, unless given in pursuance of sub-rule 34.2.
- 34.2 The Body Corporate or Trustees may, in special circumstances, grant an indulgence, waiver or relaxation of any Conduct Rule, which upon written application, shall be given in writing, signed by the Managing Agent and 2 (TWO) Trustees and which may be made subject to conditions stated therein and may be rescinded by the Trustees or Body Corporate at any time at their sole discretion.

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