

Amended Conduct Rules – Oasis as at 12 February 2016

(Contained in Annexure 9 to the Regulations made under the Sectional Titles Act)

1. Use of Section & Common Property

1.1 No owner or occupier of a section may, without a Special Resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three fourths of the votes (reckoned in number) of members of the body corporate who are present or represented by proxy at a general meeting authorising the Trustees to consent to :-

2. Animals, Reptiles and Birds

- 2.1 An owner or occupier of a section shall not, without the consent in writing of the trustees, keep any animal, reptile or bird in a section or on the common property. This includes specifically cats and dogs but not exclusively.
- 2.2 When granting such approval, the trustees may prescribe any reasonable condition.
- 2.3 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).
- 2.4 No dogs are allowed on a temporary basis.
- 2.5 No dogs belonging to visitors are allowed on the premises ever, even **when visiting**.

3. Refuse Disposal

- 3.1 An owner or occupier of a section shall-
- maintain in an hygienic and dry condition, **2** receptacles 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; (1) Recyclable (2) Non-recyclable
 - ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
 - for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
 - when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a).

4. Vehicles

- 4.1 No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
- 4.2 The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the trustees' consent a fine of R250 may be imposed **by the trustees**.
- 4.3 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property if found, such damage to common property will be charged to the owners to rectify same. The owner to charge their tenant.

- 4.4 No owner or occupier shall be permitted to dismantle or effect motor vehicle repairs to any vehicle on any portion of the common property, an exclusive use or in a section.
- 4.5 Speeding in the common property is not allowed. A 15 km/h speed limit is in force.
- 4.6 No caravans, trucks, trailers, boats, buses or similar heavy vehicles are allowed on the common property without the prior written consent of the trustees, which consent may be given subject to conditions which must be observed.
- 4.7 The parking of a vehicle is done at the risk of the owner of the vehicle and no responsibility or liability shall attach to the Body Corporate or its agents or employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer as a consequence of his vehicle having been parked on the common property.
- 4.8 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 or in the store rooms.
- 4.9 Owners and occupiers of sections shall observe, and ensure that their visitors and guests, including contractors and workmen (tenants included):
- (a). Observe and obey all road signs on the common property and do not drive their vehicles on the common property in a manner which causes a risk or danger to persons or property, or a nuisance to their persons, in the opinion of the trustees;
 - (b). Do not drive a vehicle or allow it to be driven without the driver being properly licensed, as required by law in respect of public roads; Fine applicable R300 per warning.
 - (c). Do not sound their hooters within the boundaries of the scheme, except in the event of an imminent emergency.
- 4.10 Only vehicles owned by owners or occupiers may be washed on the common property. The use of hose pipes and taps for the purpose of washing vehicles is restricted to owners or occupiers. The use of the firehose reels is strictly prohibited and contravention of this rule shall result in a fine of R300.00 or any other amount to be determined by the Trustees from time to time being debited to the offender's levy account. In the event of the offender being a tenant the levy account of the owner of the unit shall be debited with the aforesaid amount.
- 4.11 Every owner and occupier shall comply with any directives issued by trustees from time to time regarding the parking of vehicles.

5. Damage, Alterations or Additions to the Common Property

- 5.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.
- 5.2 Notwithstanding sub rule (5.1), an owner or person authorised by him may install
- (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - (b) any screen or other device to prevent the entry of animals or insects;

Provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.

- 5.3 All structural alterations and alterations to, or repairs of, plumbing, conduits, and electrical installations, must be done by qualified persons and the work must comply with standards required by the local authority.

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- 5.4 No owner may require the managing agent, or any employee or contractor of the body corporate to assist with any work to the interior of his section, or work to the exterior as contemplated in this rule.

6. Appearance from Outside

- 6.1 The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 6.2 All curtains are to be lined with a white or cream fabric to block bright colours showing thru. Blinds are to have a white or cream backing unless they are black venetian blinds or bassa teak dark brown wooden blinds.
- 6.3 Security gates shall only be finished in white, bronze or natural galvanized colour.
- 6.4 All front doors must remain natural brown.

7. Obstructions

Owners or occupiers may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.

8. Signs and Notices

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

9. Littering

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

10. Laundry & Washing Lines

An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

11. Storage of Inflammatory Material and Other Dangerous Acts

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

12. Letting of Units

- 12.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary

contained in any lease or any grant of rights of occupancy, by agent or owner or other person.

- 12.2 An owner of a section shall:
- a) Be responsible for all levies, electricity, fees, fines or cost of damage caused by the occupant, tenant or the tenant guests, invitees, employees and contractors.
 - b) Be responsible for the conduct of any tenant's guests, invitees, employees and contractors.
 - c) Ensure that the tenants, tenants guests and invitees and employees and contractors adhere to the rules.
 - d) Include in any lease or other optional agreement a provision that if the tenant or other occupants of the section persist in breaking the rules, the owner shall be required to cancel their agreement. The lease agreement will be terminated, and tenant must vacate.
- 12.3 An owner shall, prior to occupancy being taken by a tenant or other occupier—
- a) inform his tenant/occupier of his duties to observe the Conduct Rules and trustees' directives; and
 - b) furnish him with a copy of the Conduct Rules.
 - c) notify the trustees care of the managing agent the full names and contact details of any letting agent
- 12.4 An owner must notify the trustees in writing within 14 days of conclusion of an agreement of lease, or other occupancy arrangement (whether verbal or in writing), of the tenancy or occupancy of his section, the full names and ID number of his/her tenant, the duration of the lease/occupancy, the number of occupiers, and confirming that the tenant/occupier has been handed a copy of the Conduct Rules.
- 12.5 No owner, lessee or occupier of a section shall allow more than 2 (two) persons for every bedroom (being a room designated as a bedroom in the original building plans), in the section, to reside in the section at any one time.
- 12.6 For the purposes of this rule, a person who sleeps in a section shall be deemed to reside therein.
- 12.7 No form of "time-sharing" or any similar arrangement, including a scheme whereby ownership is shared between a group of persons, may be concluded, marketed, or conducted in respect of a section.
- 12.8 Subject to the conditions of this Rule, an owner shall use his section for residential purposes only and for no other purpose whatsoever, including no commercial purposes.
- 12.9 No auction, or similar sales, jumble sales, or selling, or exhibitions, shall be held on the common property or in a section without the prior written consent of the trustees, nor may same be used for professional, commercial or industrial purposes;
- 12.10 An owner shall notify the trustees forthwith in writing of any change of ownership in, or occupation of his section, of any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or dealing in connection with his section.
- 12.11 No person may sleep overnight or reside in or on a section, balcony, exclusive use area or other part of the common property, other than inside a section intended for residential purposes.
- 12.12 No owner shall, or permit his unit to be let or sublet for any period less than 2 (two) months;
- 12.13 No slaughtering of animals of any type shall be permitted on the common property and/or patio and/or exclusive use area and/or section be it for cultural, religious or any other purpose;
- 12.14 An owner or occupier shall not place or do anything on any part of the common property or on the balcony, stoep or patio of his section which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building.

- 12.15 No removal of any shrub, tree or plant on or in the common property is allowed. R500 fine will be imposed if caught or photo taken removing same.

13. Eradication of Pests

- 13.1 An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.
- 13.2 An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorised agents or employees, to enter upon his or her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests.
- 13.3 The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

14. Nuisance and Noise

- 14.1 In general, all owners and occupiers shall ensure that their use of the common property, facilities, and of sections, and their conduct and activities, and that of the members of their households, their guests and their visitors, area at all times carried out:
- a) in compliance with the provisions of the Act, Management Rules and Conduct Rules;
 - b) does not cause a nuisance or disturbance in any manner **whatsoever** to other owners or occupiers; and
 - c) does not, in the opinion of the trustees, detract from the reputation of Oasis or detrimentally affect the market values of units.
- 14.2 All television, radio, and other appliances emitting sound, including musical instruments, and talking or singing must be kept at audio levels which do not disturb other occupiers and which are reasonable in the discretion of the trustees.
- 14.3 Tenants and owners may not play loud music, have parties, make excessive noise after the times listed below;
- Monday to Thursday – 10 p.m.
 - Friday & Saturday – 11 p.m.
 - Sunday – 9 p.m.
- 14.4 No games, including ball games, may be played on the common property (including lawns), parking bays or in garages. Categorically not between the cars.
- 14.5 No skateboards, roller skates, roller blades, or similar may be used on the common property.
- 14.6 Motorcycles and bicycles may only be used as formal transport to enter and leave the common property. This must occur along the defined routes, and not on any paths or other parts of the common property. Motorcycles and bicycles may not be used for any other purpose or any other manner on the common property, including exclusive use areas.

- 14.7 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.
- 14.8 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.
- 14.9 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.

15. Breach and Imposition of Penalties

- 15.1 In addition to and without prejudice to any rights created in accordance with the Management Rules and these rules, including the penalty provisions contained in this rule, in the event:
- a) of an owner committing any breach of any of the provisions of the Act, Management or Conduct rules made hereunder or of the Act and failing to remedy such breach within seven (7) days of the date of delivery by hand or posting by prepaid registered post of written notice calling upon such owner to remedy the same, or
 - b) of an owner committing or allowing the commission of any repetition of any breach of any of the provisions of the Management- or Conduct Rules or of the Act, which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the owner to desist from and/or not to repeat or suffer the repetition of the breach complained of:

the Body Corporate or the Trustees shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner, to take such action as may be available to it to them, either to restrain the defaulting owner from continuing or repeating the unlawful conduct complained of as may be available to the Body Corporate or the Trustees, all without prejudice to any other rights that may lie against the defaulting owner for the recovery of any damages or loss which the Body Corporate or any other owner in the building may suffer as a result of such breach and/or failure to remedy the same. In the event of any steps or legal action being taken by the Body Corporate or the Trustees for the purpose of enforcing compliance with these rules or any house rules hereunder or of the Act of procuring a date and proper remedy of such breach, all costs and expenses however incurred by the Body Corporate or the Trustees arising there from or in connection therewith (including costs on the scale as between Attorney and own client) shall be paid by and shall be recovered from the defaulting owner.

- 15.2 In the event of the Body Corporate instituting any legal action or proceedings against an owner as a result of any breach of the management, conduct and/or house rules, or in terms thereof, such owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between attorney and own client, including collection commission, on a scale as determined by the Law Society from time to time.
- 15.3 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, disobeys or disregards a Management or Conduct Rule, the trustees must 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.
- 15.4 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may, if they wish to pursue the matter, convene a meeting of trustees to discuss the matter and to impose a fine. An e-mail round-robin agreement shall suffice. Any two trustees shall have the authority.

- 15.5 A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to respond to the allegations in writing, and to attend, must be sent to the owner and occupier at least 7 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.
- 15.6 After the owner or occupier has been given the opportunity to present his or her case, the trustees may by way of a majority resolution impose an *initial penalty* for the first offence and a *subsequent penalty* for every repetition or continuation of such offence thereafter.
Any fine imposed in terms of sub-rule (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 s 37(1) of the Act and claimed by the trustees as part of the monthly instalments payable by the owner.
- 15.7 The Trustees may, at a trustees meeting, from time to time, determine the amount of the *initial* and *subsequent* penalties.

16. Swimming Pool

- 16.1 The swimming pool are primarily for use by owners and occupiers and may only be used by their visitors or guests if accompanied by the relevant owner or occupier and provided that they comply with the further provisions of this rule.
- 16.2 The owner or occupier is responsible for the conduct of his children and of his visitors and guests, and their children, and shall ensure that their number and conduct is not such as to disturb, inconvenience, or unduly interfere with the enjoyment of that facility by other persons legitimately entitled to do so.
- 16.3 No tubes, lilo's surf boards or other similar items, and any item, such as glass, which may constitute a anger to persons, are allowed in the swimming pool.
- 16.4 No alcoholic beverages may be brought to or consumed at the swimming pool.
- 16.5 No person may remove or damage any equipment located at the swimming pool by the body corporate.
- 16.6 Unless used with earphones, no radios or other equipment or instruments emitting sound or music, may be used or allowed to be used within the pool area.
- 16.7 No animals are allowed within the pool area.
- 16.8 No swimming is permitted after 10.00pm.
- 16.9 Only authorised personnel are permitted access to the pool pump/equipment enclosures and/or pool chemicals and pool cleaning equipment.
- 16.10 No bottles or other glassware is allowed within the pool area.
- 16.11 Games are not permitted in the pool area.
- 16.12 On Sundays, quiet shall be observed throughout the day at the pool area.
- 16.13 The body corporate, its trustees, managing agent or employees shall not in any manner be liable or responsible for the safety of any person in the pool area, and all persons using the pool do so at their own risk.

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- 16.14 Non-swimmers and children under 12 must at all times be accompanied by an adult capable of accepting responsibility for them, otherwise, no swimming categorically!

17. Staff

The Trustees of the Body Corporate are specifically authorised to employ management and/or staff and/or cleaners and maintenance staff to keep all portions of the common property in a proper state of cleanliness and repair and the cost of such employment shall be an administrative expense chargeable to the fund established by the Body Corporate, provided, however, that nothing herein or elsewhere contained shall be construed as obliging the Trustees of the Body Corporate to maintain the interior of any section in a proper state of cleanliness, such maintenance of the interior of the section being the sole responsibility of each individual sectional owner, who undertakes to keep the interior of his section in such a proper state of cleanliness and in a hygienic condition. No owner may, in any circumstances, interfere with the schedule of times of service of the complex and any complaints concerning this work shall be made to the Chairman of the Trustees of the Body Corporate in writing.

18. Residential use only

No tenant shall use their flat or any part of the common property for any business activity as it is zoned residential only. Typical examples;

- Retail café / Sale of cold drinks and cigarettes
- Fruit & Veg
- Prostitution
- Car wash

19. Insurance & Excess Payment

- 19.1 If an owner intentionally or negligently fails to repair or maintain his section in a state of good repair as required by section 44(1) (c) of the Act, and in consequence of such failure, the section of another owner is damaged, such damages being foreseeable by the offending owner, then the offending owner shall, notwithstanding any other claim against him, also be liable to pay the excess to the insurer, in the event of an insurance claim. If no claim approved by insurer, the offending owner to pay for repairs on demand.
- 19.2 The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the owner/occupier in question.
- 19.3 An owner/occupier shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy nor bring onto the premises or building any hazardous substances and/or any form of machinery whatsoever.
- 19.4 An owner/occupier shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

20. Estate Agents

- 20.1 It is understood that Estate Agents have a place in any building to work for and on behalf of the owners but the following criteria will need to be met: If not, they may not work in Oasis.

- a) The Estate Agent must be a qualified Estate Agent and registered with the Estate Agency Affairs Board and be in possession of a valid Fidelity fund certificate.

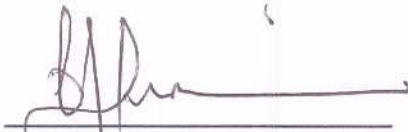
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b) The Estate Agent must enforce the Conduct Rules at all times.

20.2 Without limiting the generality of the foregoing each owner of a section who wishes to rent out his apartment shall ensure that:

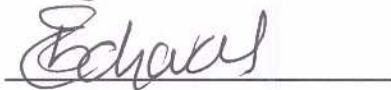
- a) he has his tenant "screened" by the rental agency of his choice (provided that agency is on the approved Estate Agent panel) prior to such tenant occupying the apartment. Everyone besides the registered owner is to be "screened" by the rental agency. Numbers not exceeding two per room must be established.
- b) The rental agency shall advise the owner, within forty eight hours of submission of the request for screening of a tenant, the result of the screening. Should the result be negative the owner may not rent his apartment to such prospective tenant but such owner shall have a right to appeal the Rental Agency's decision to the Trustees of the Body Corporate whose decision shall be final and binding on the owner.

Signed at Strand on the 17th of Feb 2016




 Chairman

Trustee




 Trustee

Managing Agent



 Pierre Steyn



 AMIEN TOFA



 CLAUDE VALENTIN
