

CONDUCT RULES

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

THE BODY CORPORATE OF KENMARE

Sectional Title Scheme

Section 35(2)(b) of the Sectional Titles Act 95, 1986 as amended by

R664 – 8 April 1988;
R991 – 27 May 1988;
R1791 – 3 Aug 1990;
R2345 – 5 Oct 1990;
R2542 – 2 Nov 1990;
R2653 – 8 Nov 1991;
R2868 – 6 Dec 1991;
R1562 – 12 June 1992;
R1659 – 30 Sept 1994;
R1422 – 31 Oct 1997;
R830 – 25 Aug 2000;
R438 – 13 May 2005;
R1109 – 18 Nov 2005.

1. OCCUPANTS AND OCCUPANCY

- 1.1 An owner or occupier shall use his section exclusively for residential purposes and shall not be permitted to use his section for professional or business purposes, unless specially approved by the trustees after an application in writing, and in terms of Section 44(1)(g) and Prescribed Management Rule 68(1)(v).
- 1.2 An owner or occupier shall not allow more than two people per bedroom to live in a flat on a permanent basis and only two people maximum per bachelor flat.
- 1.3 An owner or occupier shall not allow any room other than a bedroom to be used as a bedroom or sleeping quarters, except by visitors on a temporary basis for not more than one calendar month per annum (and then by not more than (2) persons), save on prior written permission of the trustees.
- 1.4 For the purposes of this rule, the number of bedrooms in a section shall not exceed those referred to in the relevant architect's / sectional plan duly approved and registered.
- 1.5 An owner, lawfully able so to do, who wishes to let or lease his section or allow any change in the occupation thereof shall, prior to doing so, be obliged as a condition precedent thereto to obtain from the proposed tenant, lessee or occupier a written undertaking to comply fully in all respects with these rules for the period of this tenancy, lease or occupation and to lodge any such undertaking with the trustees.
- 1.6 All owners and letting agents are required to provide the managing agents with a copy of all resident's identification documentation/ passport in order to ensure the security and safety of everyone. Should an additional resident move in (occupancy permitted), his/her identification documentation/passport is to be forwarded to the managing agents as well as within seven (7) days of taking occupancy.

2. SECURITY

- 2.1 An owner or occupier, shall only have access to the complex by way of remotes. Residents are to ensure that the gate closes behind them, before leaving the premises.
- 2.2 Any deliveries to the complex must be collected by the unit owner/resident at the entrance to the complex. No deliveries are to be arranged within the complex, for safety purposes.

3. EVICTION OF TENANTS OR OTHER OCCUPANTS

- 3.1 Should the owner fail to act in terms of complaints received, the trustees shall in terms of Prescribed Management Rule 71 declare a dispute.

4. SUBDIVISION / SUBLETTING

- 4.1 No owner shall subdivide or partition any unit or section or any part thereof, or sub-let any part of the unit.

5. MOVING OF FURNITURE

- 5.1 The caretaker must be notified whenever a unit is vacated or occupied to ensure a smooth transition. The repair of any damage caused will be the responsibility of the owner concerned.
- 5.2 Large loads of furniture must first be approved by the trustees, should large trucks be required to access the complex. The caretaker will need to arrange for the drop pole to be removed in this instance.
- 5.3 No vehicles in excess of 2 tonnes will be allowed into the complex.

6. DOMESTIC STAFF

- 6.1 Domestic staff may not loiter or cause a noise on the common property or in any section.
- 6.2 Owners are responsible for ensuring that their domestic staff comply, at all times, with the conduct rules.

7. ANIMALS, REPTILES AND BIRDS

- 7.1 No cats allowed
- 7.2 Only 2 small breed dogs are allowed and all animals must be sterilised
- 7.3 Dogs to be kept on a leash at all times while on common property
- 7.4 No livestock may be slaughtered inside a unit or on common property
- 7.5 Owners of dogs to ensure that the animals droppings are cleared immediately
- 7.6 All cats currently within Kenmare may not be replaced on their demise
- 7.7 Written permission to be obtained prior to bringing animals into the complex
- 7.8 When granting such approval, the trustees may prescribe reasonable conditions
- 7.9 The trustees may withdraw such approval in the event of any breach of any condition
- 7.10 Excessive barking is not permitted, and should this continue, the owner/resident will need to have the animals removed

8. REFUSE REMOVAL

- 8.1 An owner or occupier of a section shall:
 - 8.1.1 Ensure that before refuse is placed in such a receptable or plastic bag, it is securely wrapped, or in the case if tibs or other containers, completely drained. Broken glass or other sharp refuse must be wrapped in newspaper before being placed in the receptable.

- 8.1.2 Not place any building rubble, old furniture or garden refuse in the outside refuse container. The municipality will not remove these items. Residents are responsible for disposing of such items themselves.
- 8.1.3 Residents are required to dispose of their refuse in the allocated refuse area and not leave any refuse in the common property passages.
- 8.1.4 Residents are not to throw or force food items, such as rice or porridge, down the kitchen sink drain, as it blocks the drains.

9. LITTERING

An owner or occupier of a section shall not deposit, throw or permit/allow to be deposited or thrown on the common property or onto any other section any rubbish, garden refuse, including cigarette ends or any other litter whatsoever, except where provision for refuse disposal in a designated area is provided.

10. VEHICLES AND RIGHTS OF WAY (INCL TRAILERS, CARAVANS AND BOATS)

An owner or occupier of a section shall:

- 10.1 Residents may not accommodate more vehicles than the available space at your own unit.
- 10.2 You may not use any part of the common property to park your or your guests vehicles without the written consent of the trustees. In the event that your available parking is full – the rest of your visitors will have to park outside the complex on the sidewalk and not in front of the gate of the gate entrance.
- 10.3 Not park or allow to be parked any motor vehicle, trailer, caravan or motor bike in or on the grounds other than in approved parking space allocated to him;
- 10.4 Not drive at speeds in excess of 20km/h when entering or leaving the common property parking area or in the driveways;
- 10.5 Not 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. Exclusive use and designated parking areas are excluded.
- 10.6 The trustees may cause to be removed or towed away at the risk and expense of the owner of the vehicle (with recourse against the owner of the section), any vehicle parked, standing or abandoned on the common property, unless in accordance with the rules or with the trustee's consent;
- 10.7 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. In the event of oil spillage, should the owner fail to adhere to a written request to have the area cleaned within seven (7) days, the trustees will appoint a service provider to clean and the costs thereof will be for the owner's account;
- 10.8 Not be permitted to dismantle or effect any major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section;

- 10.9 Not be permitted to park their vehicles on any roadway within the complex, which shall impede or obstruct access to and egress from any entrance, garage, carport and parking bay of any section or exclusive use area, or impede or obstruct the normal flow of traffic;
- 10.10 The washing of resident's vehicles only is allowed, municipal regulations permitting;
- 10.11 Remotes for the common property parking bays are available at a cost from the managing agent. Should a remote be lost or stolen, the owner will be held liable for the full cost of recoding the remotes and replacement of same and the same applies to access control tags;
- 10.12 No hooting is permitted outside or inside the complex;
- 10.13 Carports will be used for parking of registered vehicles only (including trailers). Nothing additional will be allowed to be stored under the carports. It will be the owner's responsibility to ensure that the carport is kept neat and tidy.

11. DAMAGE, ALTERATIONS OR ADDITIONS AND MAINTENANCE

An owner or occupier of a section shall:

- 11.1 Not mark, paint, drive nails or screws or the link into, or otherwise damage, or alter, any exterior part of his section/s, or common property, without first obtaining the written consent of the trustees
- 11.2 Not erect or install external lights, satellite dishes, air conditioners and cabling without first obtaining the written consent of the trustees. The trustees may prescribe certain conditions when granting approval.
- 11.3 Not place or allow to be placed in a section or any part thereof (or any part of the common property, which he is entitled to occupy) any air conditioning equipment, or apparatus, or television aerial or equipment which requires attachment to the structure of the building.
- 11.4 Not withstanding sub-clause (1), to be allowed to install:
- 11.4.1 Any locking device, safety gate, burglar bars, burglar alarm, for the protection of his section. Any locking device, safety gate, burglar bars shall be maintained in a neat and tidy condition. Owners shall be responsible for the costs of installing and maintaining such safety devices.
- 11.4.2 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.
- 11.5 Not carry out alterations on the premises without prior written consent of the trustees of the Body Corporate. Alterations may only take place during normal business hours. Weekdays: 08h00-17h00 and Saturdays: 08h00-12h00 noon. The trustees reserve the right to make more specific rules in each case depending upon the type and extent of the alteration intended.

12. APPEARANCE FROM OUTSIDE

- 12.1 The owner or occupier of a section shall not place or do anything on any part of the common property, including balconies which, in the discretion of the trustees, is aesthetically

displeasing or undesirable when viewed from the outside of the section. In the event of a dispute the trustees shall refer the final decision to all the owners whose decision by a simple majority shall be final and binding. The provisions of rule 5 (where applicable) to be read in conjunction with this clause and taken as forming part thereof.

12.2 Curtains and blinds are only to be used. No sheets or blankets are to be used as curtains. Curtains are to be hung neatly at all times.

12.3 All security doors, back and front shall be painted white or galvanised.

12.4 No trees or shrubs are allowed to grow higher than 2m within enclosed gardens.

13. SIGNS AND NOTICES

No owner or occupier of a section nor his agents shall place, or allow to be placed, a sign, notice, billboard or advertisement of any kind whatsoever, other than armed response notices, on any part of the common property or on a section, so as to be visible from the outside of the section, without first obtaining the written consent of the trustees.

14. LAUNDRY

An owner or occupier of a section shall not erect his own washing lines, nor hang any washing or laundry or any other items on any part of the buildings or common property so as to be visible from the outside of the buildings except where washing lines are provided.

15. NOISE AND CHILDREN

15.1 No owner or occupier of a section-

15.1.1 may use his section or permit it to be used in such a manner or for such purposes as shall cause or tend to cause a nuisance, disturbance or annoyance to any other occupier or owner of a section in the building or cause or permit disorderly conduct of whatsoever nature in his section or on the common property, or do or permit or omit to do any act, matter or thing in or about the same which may cause or tend to cause a nuisance or inconvenience;

15.1.2 may carry out constant woodwork operations which entail the use of electric tools, e.g. sanding, drilling, sawing or hand tools, which have a very high noise level. Note this does not exclude the hanging of pictures or necessary repair at infrequent intervals. However, should these latter operations be necessary, they can be undertaken at the following times:

- Weekdays 08h00-17h00
- Saturdays 08h00-12h00
- Sundays not at all

15.1.3 Shall cause or allow any undue or excessive noise from radios, television sets, musical instruments or the like or any other similar cause.

15.2 Residents must ensure that reasonable quiet is observed when entering or leaving the building and/or their premises at all times, especially in the late evening or early morning;

- 15.3 Any resident shall so control his children or those of his visitors in such a manner that they will not cause annoyance to any other occupants of the building. The decisions of the trustees of the Body Corporate as to whether there is a breach of this condition shall be final and binding. No hardball games to be played within the complex and no skateboards or children's small push scooters will be allowed within the complex, unless the wheels of the skateboards and push scooters are rubber.
- 15.4 Children are not permitted to play amongst the vehicles or under the roofs where the cars are parks within the complex and smaller children need to be supervised by an adult when the children are on common property.
- 15.5 Children are not permitted to trespass into the yards of other units. Any damages to the common property caused by the children and/or other units will be for the owner of the concerned unit to repair, and the cost thereof.
- 15.6 Noise levels are to be kept at a reasonable volume, as to not interfere with the neighbouring units. No loud music / noise will be allowed after 20h30 from Monday to Thursday, no loud music / noise will be allowed after 23h00 from Friday to Saturday, and all noise to be kept to a minimal on Sundays.
- 15.7 No person is permitted to play in or on top of the carports or parking areas for reasons for their own safety.
- 15.8 No fireworks are allowed to be let off in the complex.

16. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 16.1 An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous acts in a unit or on the common property, which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy. Contravention of this rule shall render the offender liable for the cost of all repairs of the damage caused.
- 16.2 Gas appliances shall be allowed in any unit or section of the building, e.g. stoves and fridges, however, the owner of the unit will need to ensure that a certificate has been obtained for the gas appliances to be fitted to standard.

17. ERADICATION OF PESTS

- 17.1 An owner shall keep his section free of cockroaches, 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, after receiving 24 hours' notice to enter upon his section for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of this 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 pests, shall be borne by the owner of the section concerned.
- 17.2 Any fumigation that has been scheduled to be carried out by any owner/resident within the complex, needs to make the surrounding units aware of such arrangements, as well as the trustees.

17.3 The caretaker will have keys to the doors for the Cape Road facing doors, to undertake any pest control services that need to be completed, as well as arranging access for the garden service.

18. LEGAL COSTS

If, as a result of a breach by an owner of the management of conduct rules or any other obligation of the owner, the Body Corporate or the trustees instructs a firm of attorneys, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an Attorney and Client scale incurred by the Body Corporate or the trustees as a result thereof.

19. BREACH OF CONDUCT RULES – PENALTIES

- 19.1 Should any owner/occupier be in contravention of the management or conduct rules, penalties will be raised in accordance with these transgressions.
- 19.2 The owner to be notified in writing of the transgression which is to be rectified within 14 days, failing which, the board of trustees is empowered to apply a fine to the levy account of the contravening unit. The first offence will be R300, second offence will be R500 and third offence will be 100% of the same charge as the general levy in place, until such time as the transgression has been rectified by the owner.
- 19.3 All legal and administrative cost incurred, including attorney/client fees, commissions, tracing fees, administrative and penalty charges and interest are for the owner in default.
- 19.4 In the event of the Body corporate having to institute legal action against any owner as a result of that owner not complying with these rules, then all legal costs incurred as a result thereof shall be borne by the offending owner.

20. DOMICILIUM

In the event of legal action having to be instituted the domicilium citandi et executandi (i.e. the address of the service of notice, summons and any other relevant documents) will be as follows:

- 20.1 the Body Corporate at the physical address of the managing agent, or in the absence of a managing agent at the physical address of the chairperson.
- 20.2 the owner at his/her/their unit address, or at such other domicilium as advised by the owner, provided such domicilium is within the republic of South Africa and provided by the owner in writing.

21. BODY CORPORATE / TRUSTEES

In addition to the “Duties of the trustees” as detailed in the Annexure 8 Management rules (in terms of section 35(2)(a) of the Sectional Titles Act 95, of 1986, as amended):

- 21.1 The trustees shall call meetings and meet at least 4 times during the period from one annual general meeting to the next

21.2 The Body Corporate shall enforce and apply the rules equally to all owners or occupiers and shall not give preferential treatment to any owner or occupier (including any trustee) and shall conduct all its affairs in a fair, reasonable and democratic manner.

21.3 If the Body Corporate or the trustees fail to enforce or delay enforcing any of the provisions of the conduct rules, then an owner shall be entitled to take all steps necessary to enforce these rules against any defaulting owner in the manner as laid down in Section 41 of the Sectional Titles Act NO. 95 of 1986, as amended.

21.4 The trustees shall direct that only suitably qualified and registered workmen and contractors be authorised to perform building alterations, additions and repairs, repairs to all electrical and television aerial installations, drainage and water services under its control. Except in an emergency, renovations and repairs shall be undertaken between 08h00 and 17h00 Monday to Friday only (public holidays excluded). The trustees may vary these working hours if deemed necessary.

22. RE-GLAZING OF BROKEN WINDOWS / WINDOW REPAIRS

All broken windows are to be covered by the owner, unless the cause of the damage can be otherwise determined. Should damages occur due to natural causes, wind, rain etc, an insurance claim will be logged, however, the excess and shortfall will need to be split 50/50 between the owner and the Body Corporate.

23. BRAAIS

Braaing is only allowed in your enclosed garden area in a proper braai and no braais are allowed anywhere else on the common property.

24. EXCLUSIVE USE AREAS

24.1 No trees or shrubs are permitted to grow higher than 2m in the front garden on each unit

24.2 No trees or shrubs with large roots system will be permitted in the Exclusive use area

24.3 Only one portable or fixed braai will be allowed per unit. Any new fixed braais must be similar in design and structure to the current braais

24.4 Garden furniture is allowed, but the front garden is not to be used as a storeroom.

24.5 Gardens and exclusive use areas are to be maintained in a neat, hygienic and attractive condition.

25. HAWKERS

Hawkers are strictly prohibited from the Kenmare complex and residents are requested not to encourage hawkers in their trade.