

ANNEXURE B

CONDUCT RULES

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

THE BODY CORPORATE OF HILLSIDE

Sectional Title Scheme
No. SS4/2003

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PRELIMINARY

A. APPLICABILITY

(1) The Conduct Rules, the provisions of section 13 of the Sectional Titles Act, No 95 of 1986 and the provisions of Rule 31 shall be binding on all owners, lessees or other occupants of sections and on the trustees and managers (contracted).

(2) It shall be the duty and responsibility of an owner to ensure compliance with these Conduct Rules by the lessee of his or her section, including the employees, guests, visitors and any family members of the owner, or of his or her lessee or occupants of his or her section.

(3) Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule 1, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed. The owner concerned may further be held liable for damages, penalties (fines), all legal costs (including costs between an attorney and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules. Damages (fines), legal costs 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 applicable owners levy statement and shall bear interest as a levy and may be recovered as a levy.

B. INTERPETATION

(1) The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.

(2) Unless the context clearly indicates a contrary intention:

the singular shall include the plural and vice versa; and

a reference to any one gender shall include the other gender; and

a reference to natural person includes juristic person, trusts and partnerships and vice versa.

(3) Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words and expression in such Rule.

(4) Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986, shall bear the meaning assigned to them, unless inconsistent with the context.

(5) When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and including the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

(6) Where numbers are expressed in words and in numerals in a Conduct Rule, the words shall prevail if there is any inconsistency between the two.

C. DIRECTIVES

(1) The trustees may from time to time 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 Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorized to amend or repeal further Conduct Rules through their issuing of Directives.

D. GUIDELINES

(1) The trustees may from time to time prepare and revise guidelines to control all aspects of the design and appearance of building and structures on the premises, including any alteration or additions (structures) referred to in Conduct Rule 4. Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of construction required to ensure uniformity of construction of structures referred to in Conduct Rule 4.

(2) The Guidelines shall, by virtue of these Conduct Rules, be binding upon all owners, lessees and occupants of sections and trustees.

E) INDEMNITY

~~(1) The body~~ corporate and/or the Trustees or their duly appointed agents shall not be liable to any owner of a section or occupier for injury, damage or loss of any description which the section owner, occupier and/or any member of the section or occupier or any employee or domestic/contract worker/s or any relative, friend, acquaintance, visitor, invitee or guest of the section owner or occupier may sustain physically to his or their property, directly or indirectly, in or about the common property or individual sections or in or about the parking area, pathways, gardens, stairwells, or driveways in or about any part of the complex and grounds in which the common property or individual sections, or any appliance whatsoever in the complex or grounds in which the common property or individual sections are situated, by reason of any defects in the common property or individual sections or by reason of any act done or any neglect on the party of the body corporate, its employees, worker/s. The Body Corporate, the Trustees, its agents or their representative/s, employees or domestic/contract worker/s accept no responsibility or liability of whatsoever kind in respect of the non-receipt or non-delivery of goods, postal matter or any other correspondence or property.

CONDUCT RULES

1. ANIMALS, INSECTS, REPTILES AND BIRDS (PETS)

1.1) An owner, of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, insect, reptile or bird (pet) in a section or on the common property.

1.2) when granting such approval, the trustees may prescribe any reasonable condition or conditions. The trustees may from time to time prescribe further conditions pertaining to the keeping of pets in sections.

1.3) the trustees may withdraw their approval in the event of breach of any condition prescribe in terms of sub-rule (1.2).

1.4) in suitable circumstances, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to the application, including such costs as are referred to in Management Rule 31(1.5).

1.5) upon the breach of, or non-compliance with, the provisions of this Rule, the relevant section may become liable for a penalty or penalties imposed under Rule 19.

1.6) Occupiers (owners or tenants) of units may apply for a pet to be kept within their unit, but permission must be sought in writing from the Trustees prior to the arrival of the pet. Each application will be evaluated on a case by case basis and certain restrictions may apply depending on the circumstances and practicality.

2. REFUSE DISPOSAL

2.1) An owner or occupier of a section shall maintain in an hygienic and dry condition, a receptacle for refuse within his section, or on such part of the common property as may be authorised by the trustees in writing and ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.

2.2) For the purpose of having the refuse collected, place such receptacle within the designated 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 2.1.

3. PARKING AND DRIVING OF VEHICLES

3.1) (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.

3.2) the trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the trustees' consent.

3.3) No trucks or any other heavy vehicles exceeding 3.5 tons are allowed access within the complex without the prior written

3.6) No owner, lessee or occupant shall be permitted to dismantle or effect major repair to any vehicle or service any vehicle on any portion of the common property. .

3.7) the trustees may from time to time issue further Directives pertaining to this Rule.

3.8) The trustees may cause a vehicle to be removed or towed away, or its wheels to be clamped, at the risk of expense of the owner of the vehicle, including payment of a release penalty, to be determined by the trustees from time to time any vehicle parked, standing or abandoned on the common property without the trustees consent or in contravention of these Rules.

3.9) notwithstanding the provisions of sub-rule (10), an owner, lessee or occupant who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms thereof, may be subjected to the imposition of a penalty or penalties in terms of rule 20.

3.10) any vehicle entering the complex must not exceed a speed in excess of 10 (ten) kilometres per hour.

3.11) any vehicle parked on the common property must, where applicable, be parked within the confines of the demarcated parking lines.

3.12) Non-functional vehicles may not be parked within the complex unless in the units garage.

3.13) Owners, lessees and occupants of sections can either park their vehicle in their garage, in front of their garage (except for the following units: 15 - 20, 21 - 24, and 28 - 32 as parking is not permitted in front of these garages due to limited space within the complex. Should they park in front of their garages, it would cause obstructions for residents entering or exiting the complex.) , and or in front of their unit if possible (Units 1-6 allow the parking of their vehicle in front of their units).Visitors can use one of these parking spaces for the section they are visiting and if the sections parking's are not available they must park outside the complex. No persons may use more than one common property parking space and may not use a parking space designated for another section.

3.14) Owners, lessees and occupants of sections are urged to make use of their garages for parking of their vehicles, due to limited space within the complex.

4. DAMAGE, ALTERATION, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY

GENERAL:

4.1) It is recorded that the exterior of sections are part of the common property and that as such (same as provided in the Sectional titles Act, No 95 of 1986, the Management Rules and these Conduct Rules) no owner, lessee or occupant may alter, damage, improve or add thereto in any manner.

MINOR ALTERATIONS:

4.2) As far as minor alterations, fixtures or additions are concerned, an owner, lessee or occupant 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.

item, at his or her own cost. Should an owner fail to remove such item and any such failure persists for a period of 14 days after written notice to remove given by the trustees, the trustees may have same removed at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors resulting there from.

STRUCTURAL ALTERATIONS:

4.6) any structural alteration affecting a section and the common property, and alterations to plumbing, electrical installations and conduits may only be carried out after:

compliance with all relevant provisions of the Section Titles Act, No 95 of 1986 and the Rules; obtaining the written consent of the local authority, if applicable; obtaining the written consent of the trustees, which may be accompanied by conditions.

4.7) All structural alterations and alterations to, or repairs of, plumbing, electrical installation or conduits, must be done by qualified and registered artisans and the work must comply with standards required by the local authority.

4.8) Whereas an owner may effect alteration to the interior of his or her section, no work may be done to weight-bearing walls or without the written consent of the trustees, who may impose conditions, as this could affect sections on either side of the section.

4.9) In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected on a section which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including the removal or modification of a wall or any structural part of the building and any alteration, additions, modifications, improvements or work which affects the exterior appearance of the section:

A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their provisional consent. The trustees may grant provisional consent, or refuse such consent with reasons furnished. The consent may also be accompanied by reasonable conditions. The trustees may request that a report from an engineer or architect be furnished.

If provisional consent is given, the owner must proceed to have building plans prepared and approved by an engineer or architect and the local authority (if required), and which may not deviate from the sketch plan. Before final approval, the owner must consider the comments of immediate neighbours, and submit it to the trustees for consideration. A copy of the approved building plan or proof that a building plan is not required, must be submitted to the trustees.

If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional regarding the proposed alterations. Within 14 (fourteen) days of obtaining all the required information and advice, the trustees must consider the application, reach a reasonable decision and advise the applicant of such decision. If refused, reasons must be furnished. The consent may also be accompanied by reasonable conditions. A deposit as determined by the trustees from time to time shall be payable by the owner, before work may commence. (If any damages to the common property should result by way of negligence or otherwise, done, the trustees shall be entitled to deduct such damages from the deposit.)

ALL ALTERATIONS:

4.10) In respect of all exterior work done at the instance of an owner of a section, the following shall apply:

The owner shall liaise with the trustees concerning all aspects of the daily building operations, including the security of the building, if applicable, the vehicles to be allowed on the premises, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises.

The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines; windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.

The following specifications are to be used for the replacement of sliding doors and kitchen doors with Aluminium:

- ☒ They are to be replaced with bronze aluminium.
- ☒ The aluminium section has to be not less than 90mm



- ☒ Kitchen stable door has to have aluminium plates and not glass, the aluminium plates can be smooth or rigid.
- ☒ Please refer to Unit 1 as Approved example of the correct specifications.

Approval still has to be received from the trustees prior to the work being carried out to ensure the correct specifications are used.

The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case may be) for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnify the body corporate against such damage or any claims arising there from.

The electricity supply of the body corporate may not be used without the specific consent in writing of the trustees, and the owner shall assess the costs of such usage for the account of the owner.

Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 09h00 to 18h00 and during the hours 10h00 to 14h00 on Saturdays, but not at all on Sundays and Public Holidays.

Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and inconvenience to other occupants and must be concluded as expeditiously as possible, within the time frame specified, if any.

Any deposit payable in terms of this Rule shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the trustees. All charges, damages, expenses and penalties raised in terms of this Rules, are payable upon demand and, if unpaid, trustees may deduct such items from the owner's account and/ or add the amount to his or her levy account. The owner shall ensure that his or her rubble is removed on a daily basis. Rubble may be left on site overnight. Should the owner fail to remove rubble, the trustee shall be entitled to remove the rubble at the cost of the owner concerned or the trustees may charge a fee to the owner to store the rubble on the common property.

The owner must ensure that his or her workmen and contractor comply with the relevant provisions of this Rule. In addition, no approval, or a permit or consent being required from any local or other authority for the alterations, improvement, fixture or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition. If any work done by or on behalf of an owner in pursuance of this Rules results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors, or the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses which may be added to his or her levy account.

Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this Rule shall be maintained by the owner concerned in a state of good repair and in a clean, neat, hygienic and attractive condition, at the owner's own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item, and such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the trustees or managing agent on their behalf the body corporate shall be entitled to remedy the owner's failure and to recover the cost of doing so from such owner.

For the purposes of the Rules, the trustees shall have the discretion to decide what constitutes a 'minor alteration', 'internal alteration' or 'internal improvement' subject to any Directives that may be given by members at a general meeting. If an owner (or person authorized by him or her) effects any work referred to in this Rules without obtaining the trustees' approval, fail to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or if an owner in any other way contravene any sub-rule, the trustees may request an owner to remove such structure at his or her own cost. Should an owner fail to remove or cause the removal of and/ or restitution of any alteration, improvement, fixture or similar item, and any such failure persists for a period of 14 (fourteen) days after written notice given by the trustees, the trustees shall be entitled to such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting there from.

Owners, lessees or occupants of sections shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.

No owner, lessee or occupant of a section may, without the prior written consent of the trustees enclose their yard/section with a fence. If prior written consent have been obtained, the height of the fence may not exceed 1 meter, the fence is to be wooden (the type of wood is to be confirmed with the trustees prior to installation), and the fence needs to have a unlocked gate installed.

Owners, lessees or occupants of sections shall ensure that the trustees have been made aware of the employees supervisors hired to carry out any renovations to their sections for security arrangements while working on sections within the complex, all supervisors details are to be handed to the trustees/managing agent prior to the work commences.

5. APPEARANCE FROM OUTSIDE

5.1) An owner, lessee or occupant of a section shall not place, store or do anything in a section, on any part of the common

property, on exclusive use areas, in sections, including on balconies, patios, stoeps or gardens and encroachments, which in the opinion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.

5.2) No items may be hung over fences, balconies, in windows or on any part of the building or the common property so as to be

visible to the public or to other occupants.

5.3) Owners, lessees and occupants of sections must ensure that sections are provided with adequate curtaining or blinds at all

times and within 7 (seven) days of taking occupation. All curtains and or blinds when viewed from outside must be acceptable to the trustees in their discretion.

5.4) No owner, lessee or occupant of a section may, without 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.

6. SIGNS AND NOTICES

6.1) No owner, lessee or occupant of a residential 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 written consent of the trustees first having been obtained. The trustees may impose any reasonable conditions when granting their consent.

6.2) The trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been

obtained or in the event of non-compliance with the imposed conditions. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the owner and such owner and/ or occupant shall have no claim against the body corporate or the trustees as a result of their functions performed in terms of this provision.

7. LITTERING

Subject to Conduct Rule (2), an owner, lessee or occupant of a section shall not deposit, throw, or permit or allow be depositing or

throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps, pets litter or any other litter whatsoever.

In particular, no material or objects may be thrown out of windows or from balconies.

8. LAUNDRY

8.1) An owner, lessee or occupant of a section shall not, without prior written consent of the trustees, erect his or her 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.

10. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

10.1) all lessees 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 grant of right of occupancy.

10.2) before a lessee or occupant takes occupancy of a section, the applicable owner shall furnish the lessee or other occupant with a copy of the Conduct Rules and Directives and inform such lessee or other occupant of his or her duty to comply with the Conduct Rules and any Directives imposed in terms thereof. The owner shall obtain the lessees (or other occupants) written acknowledgement of receipt of the Conduct Rules.

10.3) An owner of a section shall within 7 (seven) days after concluding a lease agreement or other occupancy arrangement, furnish the trustees/and or managing agent with the particulars (the full names and contact telephone numbers) of the lessees (or other occupants) and shall further furnish the trustees with the lessees (or other occupants) written acknowledgement of receipt of the Conduct Rules.

10.4) No owner of a section shall allow more persons to occupy a residential section, than as set out below:

2(two) persons in a one-bedroom residential section

4 (four) persons in a two-bedroom residential section

6 (six) persons in a three – bedroom residential section

10.5) Notwithstanding sub-rule (10.5), 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 a calendar year.

10.6) No owner of a section, nor the lessee or occupants will be allowed to operate a business from his or her section without the written consent of the trustees first having been obtained. The trustees may impose any reasonable conditions when giving their consent.

10.7) No owner of a section, nor the lessee or occupants will be allowed to rent their section out to any persons or entities, which could constitute a bed-and-breakfast concern.

11. ERADICATION OF PESTS AND HEALTH REGULATIONS

11.1) An owner shall keep his or her section free of rats, mice, cockroaches, 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 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. The costs of the inspection, eradicating any such pests as may be found within the section, and of any repair of any woodwork or other material forming part of such section that may be damaged by any such pests shall be borne by the owner of the section concerned.

11.2) Each owner, lessee or occupant of a section is responsible to ensure that activities inside his or her section or on the common property comply with all municipal health regulations and that no damage or risk is created or allowed to the health or property of other occupants of sections or other person legitimately present on the premises.

12. NOISES AND/OR NUISANCE

12.1) No noise that is excessive, in the discretion of the trustees, may be created at any time in a section or on the common property.

12.2) Noise levels should be reasonably reduced by 22H00, whilst quietness should be maintained in sections and on the common property between the hours 22h00 and 07h00.

12.3) All television, radio, and other appliances emitting sound, including musical instruments, must be kept at a level that is reasonable and that would not emanate, within reason, to the outside of the section at any time.

12.4) the horns of motor vehicles may not be sounded at any time on the common property, except as a warning of danger or in the case of an emergency.

12.5) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in or on any part of the common property.

12.6) No firearms may be discharged in a section or any part of the common property, except under such circumstances as would reasonably justify the use of a firearm for self-defence and related purposes.

12.7) The use of power tools, hammering and other noise generating equipment shall not be permitted between 17h00 on weekdays, and before 10h00 and after 14h00 on Saturdays, and not at all on Sundays.

12.8) No owner, lessee or occupant may permit anything to be done in his or her section, exclusive area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupants of the building, or cause any disturbance or allow his visitors to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupants.

13. ACTIVITIES ON THE COMMON PROPERTY

13.1) No business or trade may be conducted in residential sections or on the common property without prior cause of approval by the trustees or the management of the building.

13.2) Except for the auction of a unit, no auctions or similar sales or exhibitions may be held in residential sections or on the common property.

13.3) No skateboards, roller skates, roller blades, bicycles or carts may be used on the common property.

13.4) the common property may not be used as playgrounds by children.

13.5) No ball games may be played on the common property.

13.6) owners, lessee or occupant must supervise their minors and the minors of visitors to ensure that no damage is caused to the common property or nuisance to other residents.

13.7) owners, lessee or occupant must ensure that employees and/or minors do not interfere with fire hose reels, pumps, light fitting, gate's, gate sensors, or any other equipment within the complex.

13.8) owners, lessee or occupant of units will be held responsible if they or their visitors, guests, minors or employees cause damage or loss of any kind whatsoever to any part of the complex. The trustees will not be held responsible whatsoever if damage is caused.

13.9) Minors are to be supervised at all times by an adult/parent, especially if minors are on the common property or on the driveways.

13.10) No owner, lessee or occupant may plant any shrub, tree or plant on the common property, or damage or remove any tree or plant on the common property without the prior written consent of the trustees.

13.11) No drinking of alcohol may be done on common property.

14. SECURITY, SAFETY AND RISK

14.1) Owners, lessees and occupants of sections must at all time ensure that the security and safety of other occupants and the common property are preserved, and in particular must:

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- ☒ Handle their access controls responsibly and must report any loss of an access control to the trustees;
 - ☒ Ensure that upon entering or leaving the premises or buildings, the entrance / exit gate is properly closed;
 - ☒ Ensure that such entrance / exit gate never opened for unknown or uninvited persons;

- ☒ Comply with any security measures and Directives imposed from time to time by the trustees.

14.2) All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk. No person shall have any claim against the body corporate of whatsoever nature arising neither from such use, nor from any injury which may befall any person during the course of such use, whether caused by human or animal agency, natural or otherwise. The body corporate shall not be liable for any injury, loss or damage of any description that any person may suffer, whether physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual unit, nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.

14.3) the body corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of any postal matter or any other property.

14.4) the blocking of the driveway/entrance/exit gate sensors in anyway is not permitted, either by hand, with a cover or any other item.

14.5) Tampering with the driveway/entrance/exit gate or gate motor, by means of trying to remove the gate from the track or trying to gain access to the gate motor box is not permitted, should Owners, lessees and occupants be caught tampering they will be liable for all costs to place the gate/gate motor back to the original standard and a fine will be imposed for such contravention.

15. EMPLOYEES

~~15.1) Owners, lessees and occupants of sections may not request body corporate employees to perform unreasonable tasks of them during their work hours.~~

15.2) Owners, lessees and occupants of sections may not interfere with body corporate employees in the performance of their duties as allocated to them by the trustees, but must give their full co-operation to such employees.

15.3) Owners, lessees or occupants of sections are responsible for the conduct of their own employees on the common property and.

16. COMPLAINTS

All complaints must be submitted to the trustees or managing agent in writing (Email and SMS's are acceptable, provided they are from a trusted source, as accepted by a trustee).

17. RELAXATION OF RULES

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the trustees at any time.

~~18. CONTRAVENTION OF RULES~~

18.1) Should Conduct Rule (1) be contravened, the trustees may:

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- ☒ Withdraw their approval to keep such pet upon which the owner, lessee or occupant must remove the pet from the common property, and the common property, or
 - ☒ Apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a Section or the common property, and the owner will be liable for the costs relating to the application, or
 - ☒ Impose a fine in terms of Conduct Rule (19), which will be 35% of the current levy amount for that section or
 - ☒ Obtain an interdict, or
 - ☒ Impose more than one of the options mentioned.
 - ☒

18.2) Should Conduct Rule (3) be contravened, the trustees may:

- ☒ Arrange for the vehicle to be clamped, at the risk and costs of the owner thereof and /or person in control of
- ☒ Arrange for a clamped vehicle to be released subject to the payment of a release fee
- ☒ Arrange for the vehicle to be removed at the risk and costs of the owner thereof and /or person in control of
- ☒ Impose a fine in terms of Conduct Rule (19) which will be 45% of the current levy amount for that section
- ☒ Obtain an interdict
- ☒ Impose more than one of the options mentioned

Should Conduct Rules (4) or (5) be contravened, the trustees may:

18.3)

Request an owner to remove such structure or object at his or her own cost.

- ☒ Should an owner fail to remove or cause the removal of and/ or restitution of any alteration, improvement, fixture or addition (structure or object) and any such failure persists for a period of 14 (fourteen) days after written notice from the trustees, the trustees may effect such removal and/ or restitution at the risk and expense of the owner concerned. The owner shall have no recourse against the body corporate or its trustees, employees or contractors for any damages suffered there from.

Impose a fine in terms of Conduct Rule (19) which will be 50% of the current levy amount for that section

- ☒ Obtain an interdict
- ☒ Impose more than one of the options mentioned
- ☒ Should any other Conduct Rule be contravened the trustees may:

18.4) Impose a fine in terms of Conduct Rule (19) which will be 50% of the current levy amount for that section.

- ☒ Obtain an interdict
- ☒ Impose more than one of the options mentioned.
- ☒

19.) IMPOSITION OF PENALTIES

19.1) If the conduct of an owner, lessees or an occupant of a section or his or her visitors constitutes a nuisance in terms of the Rules, or if an owner, lessee or occupant or visitor contravenes, breaches, disobeys or disregards a Management Rule, the trustees may furnish the owner and where applicable, the lessee or occupant with a written notice which may at 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. The owner must be warned that if he or she or where applicable his or her lessee or occupant persist in such conduct or contravention, a fine will be imposed on the owner of the section.

19.2) If the owner or where applicable, the lessee occupant nevertheless persists in the 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.

19.3) A written notice by which the owner and where applicable, the lessee or occupant, is informed of the purpose of the meeting and invited to attend, must be sent to the owner and where applicable, the lessee or occupant at least 7 (seven) days before the meeting is held. At the meeting the owner and where applicable, the lessee or occupant must be given the opportunity to present his or her or their case, but except in so far as may be permitted by the chairperson, he or she or they may not participate in the affairs of or voting at the meeting.

19.4) After the owner and where applicable the lessee or occupant has been given the opportunity to present his or her case, the trustees may by way of trustees resolution of 75% of the trustees present at the meeting, impose an initial fine for the first offence and a subsequent penalty for every identical offence thereafter.

19.5) Any fine imposed in terms of sub-rule (4), may if it is not paid within 14 (fourteen) days after the owner 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, by the trustees as part of the monthly levies payable by the owner.

19.6) the body corporate may, at a trustee meeting, from time to time, determine the amount of the initial and subsequent penalties.

DEBT COLLECTION ON LEVY ACCOUNT:

It is in the sole discretion of the trustees to take any remedial action necessary against any owner for the enforcement of any duty or obligations owed by any owner to the Scheme for the payment of any levy, administrative fee or any other obligation which becomes due in the enforcement of the Act, the Rules or any other obligation owed.

All members of the Body Corporate agree that any legal, or administrative fees incurred by the Scheme, pursuant to any agreement with any supplier, in the prosecution of any obligation owed, or the enforcement of the rules as against any owner, can and should be debited to the members account.

All members of the Body Corporate agree that all debt collection charges, as amended from time to time in the Act, 1998, incurred by the Body Corporate when employing the services of a registered debt collector as defined in the Debt Collection Act, 1998, can and should be debited to the errant members account.

All members of the Body Corporate agree and confirm that any owner who enters into a lease agreement, or allows any person to use and or occupation for any reason whatsoever for any period of time, must submit all details of said occupant/s and / or Managing Agent prior to occupation being granted. Any failure to submit the aforementioned details is an offence and attract a fine in line with these rules.