

CONDUCT RULES

**For the Control, Management, and Administration,
Use and Enjoyment of Sections and the Common Property of:**

Cornerstone on Arum

**in terms of Section 10(2)(b) of the Sectional Titles Schemes
Management Act, 2011 (Act No. 8 of 2011)**

Applicability

1. It shall be the duty of the Owner to ensure that the Occupier of their Section, together with any visitor, employee, family member, or lessee, complies with these Conduct Rules.
2. Should any contravention occur, or any damage be caused by any person referred to in Rule 1 above, the Owner shall be liable for payment of the damages, administration fees, and penalties incurred.
3. Should any Owner fail to pay their levies monthly in advance, the Owner shall be liable for all additional charges incurred by the Managing Agent, including reminder notices, preparation of detailed ledgers, and costs incurred for attorneys engaged to recover outstanding debt.

Guidelines

1. The Trustees may, from time to time, prepare and revise Guidelines regulating all aspects of the appearance of buildings and structures on the premises, including alterations or additions.
2. Any amendment proposed by the Trustees must be tabled at the subsequent Annual General Meeting for consideration and approval by Ordinary Resolution of the Members.

Purpose of the Rules

These Rules are promulgated to promote harmonious and peaceful relations within the Scheme, thereby making it as pleasant as possible for all Owners and Occupiers to live in the development.

1. Animals, Reptiles, and Birds

1.1 An Owner or Occupier of a Section shall not, without the prior written consent of the Trustees, keep any animal, reptile, or bird in a Section or on the Common Property.

1.2 When granting such approval, the Trustees may prescribe any reasonable conditions.

1.3 The Trustees may withdraw such approval in the event of any breach of the conditions prescribed in terms of Rule 1.2.

1.4 Pets, including cats and dogs, are not allowed to be kept within the Scheme.

1.5 An Owner may keep caged birds within a Section. Should such birds become a nuisance to fellow residents, the Trustees reserve the right to direct the Owner to remove them. This decision shall be at the sole discretion of the Trustees and shall not be negotiable.

1.6 The procedure for obtaining permission is as follows:

- A formal application form must be obtained from the office of the Managing Agent.

- The completed application must be returned to the Managing Agent for consideration by the Trustees.
- The Trustees' decision shall be binding and not negotiable.

1.7 Should permission be granted, such permission may be withdrawn in the event of any breach of the conditions prescribed in Rules 1.2, 1.3, or 1.5.

1.8 All Owners shall note that the keeping of pets is a privilege and not a right. Should approval be granted to keep a pet, the Trustees reserve the right to withdraw such approval at any time, at their sole discretion.

2. Refuse Disposal

2.1 An Owner or Occupier of a Section shall maintain, in a hygienic and dry condition, all areas allocated for refuse disposal within their Section or on the Common Property. Refuse shall be placed only in designated areas.

2.2 All refuse must be securely wrapped in refuse bags before being discarded in the black refuse bins provided. In the case of tins, bottles, and other containers, these must be fully drained before disposal.

2.3 Receptacles (black bins) may not be used for any purpose other than refuse disposal.

2.4 No building rubble, soil, or any other construction material may be placed into the receptacles.

2.5 An Owner or Occupier shall not dispose of any refuse which the Municipality is not obliged to remove.

2.6 An Owner or Occupier shall not permit any refuse to remain or be disposed of in lobbies, passages, walkways, staircases, balconies, or any other part of the Common Property except in designated disposal areas.

2.7 No refuse, rubbish, dirt, cigarette butts, food scraps, chewing gum, bottles, or litter of any kind may be left on the Common Property in a manner that interferes with the use and enjoyment of the Scheme by others.

2.8 All refuse bags must be securely tied to prevent leakage. Open tins and bottles must be properly drained, and broken glass or sharp objects must be wrapped securely in newspaper before disposal to prevent accidents.

3. Vehicles

3.1 No Owner or Occupier shall park or stand any vehicle (including boats, motorcycles, caravans, or trailers) on the Common Property, including visitor parking bays, except in parking bays specifically allocated to a Section.

3.2 Owners and Occupiers must ensure that their vehicles, and those of their visitors and guests, do not leak oil, brake fluid, or any other substance that may damage or deface the Common Property. The Owner responsible for granting access to such a vehicle shall be

responsible for the immediate cleaning and repair of any damage to the satisfaction of the Trustees.

3.3 In the event of a stain or spill, the Owner or Occupier shall be given seven (7) days' written notice to clean the area to the Trustees' satisfaction. Should the Owner or Occupier fail to comply, the Trustees shall arrange cleaning and recover all costs from the Owner.

3.4 No Owner or Occupier shall dismantle or perform major repairs to any vehicle on the Common Property.

3.5 The speed limit on the Common Property is 10 km/h (fast walking speed).

3.6 An Owner or Occupier must ensure that neither they, nor their visitors or guests, drive in a manner that causes harm, damage, or nuisance, including excessive noise.

3.7 Heavy vehicles, boats, caravans, trailers, or damaged vehicles may not be parked on the Common Property, including visitor bays, without the written consent of the Trustees.

3.8 Vehicles may only be washed in areas designated by the Trustees.

3.9 All persons accessing the Scheme must obey all traffic and parking signs or markings on the Common Property.

3.10 No unlicensed person shall be permitted to drive any vehicle on the Common Property.

3.11 No person may sound a hooter within the Scheme except in an emergency. Excessive revving of engines and playing vehicle radios so that the sound is audible outside the vehicle is prohibited.

3.12 No vehicle may be driven on the Common Property with headlights on the bright setting.

3.13 Owners and all third parties with access to the Scheme must ensure that removal trucks or other large vehicles exceeding six (6) metres in length or three (3) tons in weight remain outside the Common Property, unless otherwise authorised.

4. Damage or Alterations to the Common Property

4.1 No structural alterations of any nature to the Common Property or Sections may be made without the prior written consent of the Trustees.

4.2 The Trustees may, at the risk and expense of the Owner or Occupier concerned, arrange for the removal or repair of any unauthorised alteration.

4.3 No Owner or Occupier may mark, paint, drill, drive nails, screws, or otherwise damage or alter any part of the Common Property without the written consent of the Trustees. This includes the installation of satellite dishes or similar fixtures.

4.4 The Trustees may, in writing, approve the nature, design, and installation of security devices such as safety gates, burglar bars, or screens to prevent entry of animals or insects. Approved devices may be installed on the Common Property adjacent to a Section.

4.5 Subject to Trustee approval, an Owner may install:

4.5.1 Strip-type burglar bars, fitted horizontally inside opening windows, matching the material and colour of the window frame, with 2–3 slats per opening.

4.5.2 Retractable galvanised steel safety gates, epoxy-coated, inside sliding doors.

4.5.3 Retractable galvanised steel safety gates, epoxy-coated, on access doors.

4.6 To ensure conformity, the Trustees may require Owners to use a specified manufacturer for the improvements described in Rule 4.5. Such improvements shall remain in place upon sale of the Section.

4.7 No enclosure of patios, balconies, or stoeps is permitted without Trustee approval and in accordance with approved guidelines.

4.8 No Owner may drill into any concrete slab or Section without a structural engineer's report (at the Owner's cost) confirming that structural integrity will not be compromised.

5. Appearance from the Outside

5.1 The Owner or Occupier of a Section shall not place or do anything on any part of the Common Property, including balconies, stoeps, patios, or gardens, which, in the discretion of the Trustees, is aesthetically displeasing when viewed from outside the Section.

5.2 The Trustees shall have the power, in addition to arranging for the removal of offending items, to impose fines and exercise other remedies available under these Rules.

5.3 Owners and Occupiers must ensure that windows are always maintained in a clean and presentable condition to preserve the overall appearance of the Scheme.

5.4 Owners and Occupiers must provide adequate curtains or blinds within seven (7) days of taking occupation. Curtains and blinds visible from the outside must be of neutral colour acceptable to the Trustees.

5.5 No washing, clothing, or other items may be hung over walls, in windows, on balconies, in corridors, or in any location on the Common Property where they are visible to the public or other residents.

6. Signs and Notices

6.1 No Owner or Occupier may place any sign, notice, billboard, or advertisement on any part of the Common Property or a Section to be visible from outside, without the prior written consent of the Trustees.

6.2 The Trustees may, in addition to removing any unauthorised sign, impose fines and exercise other remedies under these Rules.

6.3 Security company signs may only be displayed inside a Section and limited to one window.

6.4 Estate agents may conduct show days on Saturdays or Sundays, subject to the following conditions:

6.4.1 Signage is permitted only to demarcate the Section being sold.

6.4.2 Signage may be erected from 12h00 on the day of the show.

6.4.3 Signage must be removed immediately after the show day and no later than 18h00.

6.4.4 The Trustees may remove any signage that does not conform to these Rules or the Sectional Titles Schemes Management Act.

7. Littering

7.1 No Owner or Occupier may deposit or throw rubbish, including dirt, cigarette butts, food scraps, or any other litter, onto any part of the Common Property.

7.2 All unwanted items cleared from post boxes must be disposed of responsibly and may not be left on the Common Property.

8. Laundry

8.1 No Owner or Occupier may, without the written consent of the Trustees, erect washing lines or hang laundry on any part of the buildings or the Common Property where it may be visible from outside the buildings or from any other Section.

8.2 Laundry may not be placed on balconies, stoeps, walkways, or in windows.

8.3 The Trustees may arrange for the removal of offending items and may impose fines or exercise remedies under these Rules.

8.4 The Body Corporate shall not be liable for loss of laundry due to theft.

9. Storage of Inflammable Material and Dangerous Acts

9.1 No Owner or Occupier may store inflammable materials or undertake any dangerous act in a Section or on the Common Property that may increase the insurance premium payable by the Body Corporate.

9.2 The Trustees may arrange for the removal of offending items and impose fines or other remedies in terms of these Rules.

10. Letting of Sections

10.1 All tenants and any person granted rights of occupancy by an Owner shall comply fully with these Conduct Rules, notwithstanding any lease or occupancy agreement to the contrary.

10.2 The Owner remains personally responsible for ensuring that tenants and occupants are made aware of, and comply with, these Rules.

10.3 The maximum number of people permitted to reside in a unit shall be in accordance with Rule 14 of these Rules.

10.4 The Trustees may, in their discretion, take necessary steps to protect the interests of the Body Corporate, impose fines, and enforce compliance against Owners, tenants, or Occupiers.

10.5 Owners must notify the Managing Agent in writing of any changes in residential address, postal address, telephone number, or email.

10.6 It is the responsibility of the Owner to ensure that levy statements are received at the correct address.

10.7 An Owner who lets a Section must, within fourteen (14) days, notify the Managing Agent of the names and contact details of the tenant.

10.8 Owners must maintain accurate records of the full identities and contact details of all tenants.

10.9 Owners must provide each tenant with a copy of the Conduct Rules.

10.10 Each tenant must sign an undertaking to comply with the Conduct Rules.

10.11 To preserve the value, security, and character of the Scheme, frequent short-term letting or occupation is discouraged, as it increases security risks and weakens enforcement of the Rules.

10.12 No Section may be let for a period shorter than six (6) consecutive months.

10.13 The Trustees may impose conditions on any short-term letting arrangement, including additional costs necessary to administer compliance.

11. Television Antennas and Satellite Dishes

11.1 No Owner or Occupier may attach any satellite dish or television antenna to the building or their Section in such a way that it is visible from outside, without the prior written consent of the Trustees.

11.2 The Trustees may arrange for the removal of any unauthorised installation and may impose fines or take other necessary steps.

11.3 Existing satellite dishes and television antennas are Common Property. Repairs and maintenance shall be arranged through the Managing Agent, not by Owners or Occupiers. Any Owner or Occupier who arranges unauthorised work shall be personally liable for damages caused to the Body Corporate.

11.4 Once installed, antennas and satellite dishes form part of the Common Property and may not be removed by any Owner, Occupier, or installer.

12. Eradication of Pests

12.1 Owners must keep their Sections free from pests. The Trustees, Managing Agents, or their employees may, upon reasonable notice and by prior arrangement, enter a Section or exclusive use area to conduct inspections and take necessary measures to eradicate pests.

12.2 All costs of inspection, eradication, and replacement of materials damaged by pests shall be borne by the relevant Owner.

12.3 The Trustees shall take reasonable steps to protect the interests of the Body Corporate and may enforce compliance with this Rule.

13. Levies

13.1 Levies are payable monthly in advance, strictly by the first (1st) day of each month, and may not be withheld for any reason.

13.2 Should levies fall into arrears by one (1) month or more, the Managing Agent may institute legal proceedings in the Magistrates' Court for recovery. All costs of such proceedings shall be borne by the defaulting Owner on an attorney-and-own-client scale.

13.3 Any Owner who sells, alienates, or disposes of a Section (including through transfer of a Close Corporation or company that owns a Section) must obtain a Levy Clearance Certificate from the Managing Agent. Until such certificate is issued, the Owner remains personally liable for all levies and costs.

13.4 Where levies are in arrears for more than sixty (60) days, the full amount for the ensuing year may become payable on demand.

13.5 Interest shall be charged on arrear levies at the prevailing prime rate plus 5% per annum, provided this does not exceed the maximum permitted by the National Credit Act, No. 34 of 2005.

13.6 Any fees charged by the Managing Agent to the Body Corporate in relation to the late or non-payment of levies for a specific Section shall be for the account of the relevant Owner.

14. Use of Sections, Exclusive Use Areas, and Common Property

Exclusive Use Areas

14.1 Exclusive use areas, as indicated on the site development plan, are allocated to specific Owners. These may include gardens, yards, and designated parking bays.

14.1.1 The maintenance and upkeep of these areas is the full responsibility of the relevant Owner, including perimeter walls.

14.1.2 Exclusive-use parking bays shall be used solely for parking a motor vehicle.

14.1.3 Visitor bays are for occasional visitors only. Residents and Owners may not use visitor bays.

14.1.4 Visitors may use the allocated bay of the Section they are visiting.

14.1.5 Owners are responsible for fines incurred due to misuse of parking by their visitors.

14.1.6 No mechanical work may be performed in parking bays.

Use of Sections

14.2 Sections must be used only for the purpose recorded on the registered sectional plan.

14.2.1 Sections may be used solely for residential purposes.

14.2.2 No more than two (2) persons per bedroom may occupy a Section at any time.

14.2.3 Where occupancy exceeds this limit, the Trustees may take legal action for eviction of excess occupants, with all costs and fines for the Owner's account.

Laundry Facilities

14.3

14.3.1 Laundry facilities provided are for the exclusive use of Owners and Occupiers.

14.3.2 Timetables may be implemented to ensure fair use.

14.3.3 Users must leave laundry areas clean and tidy.

14.3.4 Equipment faults must be reported immediately to the Trustees or Managing Agent.

14.3.5 Repairs may only be conducted with Trustee approval.

14.3.6 Flammable or hazardous substances may not be used or stored in laundry areas.

General Restrictions

14.4 No auctions, sales, or exhibitions may be held on the Common Property or in a Section, except pursuant to a sale in execution.

14.5 Quadbikes, motorbikes, scooters, or carts may not be used on the Common Property for recreation.

14.6 No ball games may be played on parking areas or the Common Property.

14.7 Throwing stones or solid objects on the Common Property is prohibited.

14.8 Smoking is not permitted in stairwells, walkways, or on the Common Property.

14.9 Exclusive use areas must be recorded on a plan to scale prepared by an architect or draughtsman.

14.10 Owners may not let exclusive use areas without written Trustee consent, which may not be unreasonably withheld.

14.11 Owners are responsible for the repair and maintenance of pipes, wiring, downpipes, security devices, Lapas, and verandas solely servicing their exclusive areas.

14.12 The Body Corporate retains responsibility for organising and conducting maintenance and repair in respect of exclusive use areas. Owners must reimburse costs as required under the STSMA.

14.13 Owners must repair and maintain all minor and structural alterations relating to their Section or Common Property at their own cost.

14.14 Owners must repair and maintain all pipes, wires, cables, and ducts situated within their Section and used in connection with its enjoyment.

14.15 Toilets and sanitary fittings must only be used for their intended purpose. Oils, fats, paper towels, nappies, and sanitary products may not be disposed of in drains or toilets. Owners are liable for all costs of clearing blockages caused by misuse.

15. Use of Common Property

15.1 The Common Property is owned by all Owners in undivided shares. No Owner or Occupier may use any part of the Common Property to the exclusion of others, nor in a manner that interferes with the lawful use and enjoyment of the Common Property by others.

15.2 No Owner or Occupier may store or leave any article or item on the Common Property without the prior written consent of the Trustees.

15.3 No tent or temporary structure may be erected on the Common Property.

15.4 Smoking of tobacco products, electronic devices, or legalised cannabis is prohibited in all Common Property areas.

15.5 Owners and their tenants, visitors, employees, or contractors may not cause nuisance to others through smoking.

15.6 Occupiers remain subject to any applicable smoke legislation as amended from time to time.

16. Supervision of Children and Damage to Common Property

16.1 Owners and Occupiers are responsible for always supervising their children within the Scheme. Owners shall be liable for any damage to Common Property or the property of others caused by children under their care.

16.2 Children may not be allowed on any part of the Common Property where they may endanger themselves or others. Trustees may order the removal of children from such areas, and the relevant Owner shall be liable for all costs, including fines imposed by the Trustees.

16.3 Owners and Occupiers must take all reasonable steps to prevent damage to the Common Property by vandals or any other persons. They shall be personally liable for costs of repairs and any fines imposed by the Trustees.

16.4 In the event of damage caused to the Common Property, including exclusive use areas, by an Owner, tenant, Occupier, visitor, contractor, or employee, the Owner shall be responsible for repair costs.

16.5 All persons using the Common Property or its facilities do so entirely at their own risk. The Body Corporate shall not be liable for injury, loss, or damage of any kind, whether caused by human act, animal, natural phenomena, or otherwise.

16.6 The Body Corporate and its agents shall not be liable for the receipt, non-receipt, delivery, or non-delivery of goods, postal items, or property.

16.7 Owners and Occupiers are responsible for any damage caused during the transportation or moving of furniture or heavy goods. They shall bear the cost of all necessary repairs.

17. Noise and Disturbance

17.1 No Owner, tenant, or Occupier may cause or permit any nuisance or unreasonable invasion of privacy to other Occupiers, whether in their Section, exclusive use area, or on the Common Property.

17.2 Owners and Occupiers must ensure that visitors or invitees do not interfere with the peaceful enjoyment of the Scheme by others.

Silence Periods:

Residents, tenants, and guests must observe silence between:

- 22h00 and 07h00 Mondays to Saturdays, and
- 00h00 and 07h00 Sundays to Monday mornings.

This includes refraining from playing loud music, operating televisions, or radios at high volume, working with power tools, or making any other disruptive noise.

17.3 Televisions, radios, and appliances must be kept at volumes that are not audible in neighbouring Sections.

17.4 No explosives, fireworks, or similar devices may be set off on the Common Property without prior written consent of the Trustees.

17.5 Firearms may not be discharged in any Section or on the Common Property, except in circumstances justifying self-defence.

18. Related Matters

18.1 No Owner or Occupier may engage in illicit activities such as drug use, unlawful liquor sales, soliciting, or conducting unauthorised businesses within the Scheme.

18.2 Religious or cultural slaughtering of animals is permitted only under the following conditions:

18.2.1 Written notice must be provided to the Trustees specifying the date, time, and type of animal.

18.2.2 The person performing the act must be duly qualified and registered with the relevant authority.

18.2.3 The animal may only be brought onto the premises immediately before the slaughter and must be removed immediately thereafter.

18.2.4 Proof of compliance with municipal by-laws must be provided.

18.2.5 Confirmation must be obtained from the SPCA that an official will be present to prevent unnecessary suffering.

18.2.6 Notice of the event must be given to all adjacent Units, with proof of delivery to the Trustees.

18.2.7 Failure to comply entitles the Body Corporate to prohibit the slaughter or to impose fines.

18.3 Open fires and charcoal fires are prohibited on balconies, grassed areas, parking areas, and other communal areas. Braaiing is permitted only in designated areas, and noise levels must not disturb others.

18.4 Garage doors must remain closed when not in use.

18.5 Threatening, harassing, or intimidating behaviour towards others on the Common Property is prohibited. False statements, rumour spreading, and anti-social behaviour shall not be tolerated.

18.6 Owners and Occupiers may not request Body Corporate employees to perform personal tasks during working hours, nor interfere with their duties.

18.7 The roof deck, entertainment, and recreational facilities may only be used by Owners, Occupiers, and their guests.

- Guests must not exceed six (6) per Section.
- All guests must be accompanied by the host Owner or Occupier.
- The Trustees may impose limits on numbers to prevent overcrowding and ensure safety.

19. Insurance

19.1 Any insurance excess payable in respect of a Body Corporate insurance claim relating to a particular Section shall be for the account of the Owner of that Section.

20. Air-Conditioning Units

20.1 No Owner or Occupier may install an air-conditioning unit in their Section without the prior written consent of the Trustees.

20.2 The Trustees may impose such conditions as they deem appropriate when granting consent, including noise levels, visual impact, and technical standards.

20.3 No air-conditioning unit, if approved, may be visible from the front of or above the road level of any building in the Scheme.

20.4 The Owner or Occupier must ensure that any installed unit remains in good working order. Should the Trustees deem a unit noisy or defective, the Owner shall be obliged to repair or replace it at their own cost.

20.5 The Owner or Occupier shall be responsible for the maintenance, repair, and replacement of all pipes, wires, cables, and ducts servicing the unit, regardless of whether such infrastructure runs across Common Property.

20.6 The Owner or Occupier shall bear the cost of any damage caused by the installation or maintenance of such a device to the Common Property or to other Sections.

20.7 Condensation from air-conditioning units must be reticulated directly into a soil or waste drain, in accordance with the requirements of the Local Authority.

21. Employees

21.1 No Owner or Occupier may request any employee or contractor of the Body Corporate to perform personal tasks during working hours.

22. Fire-Fighting Equipment

22.1 No person may tamper with any fire-fighting equipment or signage, except in the event of an actual fire emergency, and always in accordance with the fire regulations of the City of Cape Town.

23. Gardens

23.1 No person may plant creepers, shrubs, trees, vegetables, fruit, or other flora on the Common Property without the written consent of the Trustees.

24. Smoking Habits

24.1 Smoking is prohibited in all Common Property areas.

24.2 Owners and Occupiers must ensure that their smoking does not cause a nuisance to others. Doors and windows must be kept closed when smoking indoors.

24.3 Patios may be used for smoking, provided that the smoke does not cause nuisance or materially affect neighbouring Units.

24.4 All Occupiers remain subject to smoke legislation as amended from time to time.

24.5 No smoking may result in smoke infiltrating neighbouring Units.

24.6 Breach of this Rule may result in a fine imposed by the Trustees.

25. Complaints

25.1 All complaints, requests, and suggestions must be submitted in writing to the Managing Agent, clearly stating dates, times, and details of the incident, together with the Section number of the complainant.

26. Access Control

26.1 The Scheme operates a 24-hour access control system at two entrances. Owners and Occupiers remain responsible for ensuring that no person gains entry without the occupier's consent.

26.2 Vehicle gate sensors may not be tampered with or obstructed.

26.3 The pedestrian gate must be kept closed and always locked by the last person using it.

26.4 Owners shall be liable to the Body Corporate for the cost of access tags, keys, or remotes issued to them.

26.5 The Body Corporate shall not be liable for faulty access devices. Replacement shall be at the Owner's cost.

26.6 Owners and Occupiers must notify the Managing Agent immediately if an access tag, remote, or key is lost or stolen, providing the relevant identification number for deactivation. The Owner shall bear all replacement costs.

26.7 Owners and Occupiers must always ensure the security of all residents and comply with the following obligations:

26.7.1 Ensure all security gates and doors are properly closed after entry or exit.

26.7.2 Never open gates or doors for uninvited or unknown persons.

26.7.3 Comply with any additional security measures implemented by the Trustees.

26.7.4 Ensure that guests, visitors, employees, and contractors comply with all security measures.

27. Contravention of Rules

27.1 Should any Conduct Rule be contravened, the Trustees or Managing Agent may issue a written notice to the Owner or Occupier, delivered by post, hand, or email.

27.2 No indulgence or relaxation of these Rules shall constitute a waiver or prevent enforcement by the Trustees.

27.3 If an Owner or Occupier continues to contravene a Rule after being warned, a penalty may be imposed.

27.4 Penalties shall be payable by the Owner of the relevant Section and shall appear as a separate item on the monthly levy statement.

27.5 The Managing Agent may charge an administration fee for enforcement, as agreed with the Trustees.

27.6 Imposition of penalties is without prejudice to other rights of the Body Corporate, including legal action to compel compliance.

27.7 Penalties shall be deemed to be additional levies recoverable from the Owner.

28. Domicilium Citandi et Executandi

28.1 The domicilium citandi et executandi of each Owner shall be the address of the Section registered in their name, unless formally changed in writing.

28.2 The chosen domicilium must be within the Republic of South Africa and shall only be effective once written notice is received by the Body Corporate.

29. Binding Nature

29.1 These Rules, and the duties of Owners in relation to the use and occupation of Sections and Common Property, are binding on all Owners, tenants, and Occupiers.

29.2 The Owner shall ensure compliance with these Rules by all lessees, tenants, employees, guests, and family members, and shall be liable for any damages caused by them.

29.3 The Trustees' decision regarding any matter under these Rules shall be binding.

29.4 Owners remain responsible for the actions of tenants and visitors. Communication with the Body Corporate shall take place only through Owners, not directly with tenants or visitors.

30. Exclusion of Liability

30.1 The Body Corporate, Trustees, Managing Agent, employees, and contractors shall not be liable for injury, loss of life, or damage to property sustained on the Common Property, save for instances of gross negligence or criminal conduct.

30.2 The Body Corporate shall not be responsible for theft occurring within the Scheme.

30.3 All use of the Common Property and facilities is entirely at the risk of the person concerned.

30.4 Any claims shall be limited to amounts recoverable from the Body Corporate's public liability insurance.

30.5 No Owner or Occupier may withhold levies or payments due based on loss or damage suffered.

30.6 Exclusions of liability shall not apply where the Consumer Protection Act, No. 68 of 2008, provides otherwise.

30.7 The Body Corporate shall not be responsible for postal or delivery services.

31. Internal Dispute Resolution

31.1 Any dispute between Owners, or between an Owner and the Body Corporate, Trustees, or Managing Agent, must first be addressed internally through good faith engagement.

31.2 A formal written complaint may be submitted to the Trustees using the prescribed complaint form. The Trustees shall record the decision and outcome.

31.3 Should the matter remain unresolved; any party may apply to the Community Schemes Ombud Service (CSOS) for relief in terms of the Act.

Penalties

- **Rule 1** – Animals, Reptiles and Birds – R350.00
- **Rule 2** – Refuse Disposal – R350.00
- **Rule 3** – Vehicles – R500.00
- **Rule 4** – Damage or Alterations to the Common Property – R500.00 plus repair costs
- **Rule 5** – Appearance from the Outside – R500.00
- **Rule 6** – Signs and Notices – R500.00
- **Rule 7** – Littering – R500.00
- **Rule 8** – Laundry – R500.00
- **Rule 9** – Storage of Inflammable Material and Dangerous Acts – R500.00
- **Rule 10** – Letting of Sections – R1,000.00 plus R1,000.00 per week.
- **Rule 11** – Television Antennas and Satellite Dishes – R500.00 plus costs
- **Rule 12** – Eradication of Pests – R500.00 plus costs
- **Rule 13** – Levies – R500.00 plus collection fees
- **Rule 14** – Use of Sections, Exclusive Use Areas, and Common Property – R500.00 plus costs
- **Rule 15** – Use of Common Property – R1,000.00
- **Rule 16** – Supervision of Children and Damage to Common Property – R500.00
- **Rule 17** – Noise and Disturbance – R500.00
- **Rule 18** – Related Matters – R500.00
- **Rule 19** – Insurance – Insurance excess as determined.
- **Rule 20** – Air-Conditioning Units – R500.00 to R1,000.00
- **Rule 22** – Fire-Fighting Equipment – R1,000.00
- **Rule 23** – Gardens – R250.00 per incident
- **Rule 24** – Smoking Habits – R1,000.00
- **Rule 25** – Complaints – R500.00
- **Rule 26** – Access Control – R500.00