

CONDUCT RULES

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

KNIGHTSBRIDGE MANSIONS

SECTIONAL TITLE SCHEME

SS NO 18/1980

PRELIMINARY

A. APPLICABILITY

1. *These Conduct Rules are applicable to and binding upon the trustees, the manager, the managing agent, and all owners, tenants (lessees), and other occupiers of sections.*
2. *It shall be the responsibility of an owner to ensure compliance with these Rules by the tenant (lessee) or the occupier of his section, including, his or their employees and contractors, visitors (guests) and family members.*
3. *An owner is strictly liable for payment in respect of any damages caused by and for any penalty imposed on him or on any person referred to in sub-rule (2). An owner shall pay such penalty in accordance with Conduct Rule 18.*

B. INTERPRETATION

1. *The clause headings are for convenient reference and shall be disregarded in construing these Rules.*
2. *Unless the context clearly indicates a contrary intention:-*
 - (a) *The singular shall include the plural and vice versa; and*
 - (b) *A reference to any one gender shall include the other genders; and*
 - (c) *A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.*
3. *Words and expressions defined in the Sectional Titles Act, No 95 of 1986 ("the Old Act") and the Sectional Titles Schemes Management Act 8 of 2011("the New Act") and annexures thereto, shall, in all Rules , unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Old Act and the New Act and annexures thereto.*
4. *When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.*
5. *Where numbers are expressed in words and in numerals in these Rules, the words shall prevail if there is any conflict between the two.*

C. DIRECTIVES

1. *The trustees may issue Directives in connections with any Conduct Rule as specified and authorised in these Conduct Rules.*
2. *The Directives shall not be in conflict with any Management Rules, Conduct Rule or the Guidelines.*

3. *Directives shall provide direction as to the practical application of a Conduct Rule.*
4. *The Directives shall regulate practical matters pertaining to:-*
 - (a) *The use of common property and body corporate facilities;*
 - (b) *Cleanliness, neatness, animals, refuse disposal, littering, parking, vehicles, damage, alterations, additions or obstructions, laundry, lifts, safety, security, gates, selling and letting.*

D. GUIDELINES

1. *The trustees shall from time to time prepare and revise Guidelines in respect of alterations or additions referred to in Conduct Rule 4. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colour, and manner of installation required in respect of alterations or additions to ensure uniformity of construction.*
2. *At every annual general meeting any amendments proposed by the trustees shall be placed on the agenda for consideration and approved by the members by ordinary resolution majority, with or without amendment.*
3. *The Guidelines shall, by virtue of these Conduct Rules, be binding upon the owners and occupiers and shall be strictly adhered to by them.*

CONDUCT RULES

1. ANIMALS, INSECTS, REPTILES AND BIRDS

- 1) An owner shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, insect, reptile or bird in a section or on the common property.
- 2) When granting such approval, the trustees may prescribe any reasonable conditions and/or Directives in addition to the following conditions: -
 - a) No dogs or cats shall be allowed on the common property unless controlled on a leash. Dogs must be registered at the body corporate, must wear identity tags and not create a nuisance with barking. Cats are to be neutered, registered at the body corporate, and have to wear identity tags.
 - b) Owners shall ensure that their animals do not foul the common property, nor cause a nuisance to any other owner or occupier.
 - c) Owners shall ensure that their animals, insects, reptiles or birds do not cause harm or injury to any owner or occupier, or damage to their property or to the common property.
- 3) The Trustees may withdraw approval granted in terms of sub-rule (1) in the event of breach of a condition or Directive prescribed in terms of sub-rule (2), upon which the owner or occupier has to remove the animal, insect, reptile or bird from the section and the common property in accordance with Conduct Rule 17(1)(a).
- 4) Notwithstanding the provisions of sub-rule (3), upon the breach of, or non-compliance with, the provisions of this Rule, the owner of the relevant section may become liable for a fine imposed in terms of Conduct Rule 18.

2. REFUSE AND PLUMBING DISPOSAL

- 1) An owner or occupier of a section shall: -
 - a) Maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
 - b) Ensure that before refuse is placed in such receptacle it is securely wrapped in a suitable strong plastic bag, and in the case of tins or other containers, completely drained, before it is placed in such plastic bag and such receptacle;

- c) For the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
 - d) When the refuse has been collected, promptly return such receptacle to his section or other area referred to in sub-rule (1)(a).
- 2) An owner or occupier shall not allow any refuse for the disposal of which he is responsible, to remain in any entrance or passage, staircase or any other part of the common property, contrary to sub-rule(1).
 - 3) An owner or occupier shall not allow the part of the section and/or common property over which he has rights of occupation to become unsanitary, or accumulated with rubbish, a danger to health or otherwise dirty or untidy.
 - 4) Drain pipes in or from flats, (i.e. sink, basin, bath) shall be maintained, cleaned and unobstructed, and in the event of blockage etc., they shall immediately be attended to at the expense of the Owner. Please note that items such as newspaper, plastic, hair, cotton wool, condoms, sanitary towels, etc. are not to be placed in the toilet but should be placed in the garbage. Any problem, which appears to be a body corporate matter, has to be advised to the trustees as soon as possible and no work undertaken in this regard unless performed by a body corporate approved plumber. Should an owner require an electrician or a plumber for any maintenance work, the body corporate will have a list available as to an electrician/plumber who is familiar with the outlay of the building, its electrical lines, pipes, etc., and a first quote should be obtained from the electrician/plumber as per this list to minimise possible resultant damages.
 - 5) An owner or occupier of a section shall comply with any other Directives issued by the trustees regarding refuse disposal.
 - 6) Upon the breach of, or non-compliance with, the provisions of this Rule, the owner of the relevant section may become liable for a fine imposed in terms of Conduct Rule 18.

3. PARKING AND VEHICLES

- 1) An owner or occupier shall only park or stand his vehicle in the garage or parking bay allocated to the section he owns or occupies.
- 2) 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, contrary to sub-rules (1) or (2), without the consent of the trustees in writing.
- 3) Trucks, caravans, trailers, boats or other heavy vehicles may not be parked on the common property without the prior written consent of the trustees.
- 4) All Owners and occupiers shall ensure that their vehicles do not drip oil or brake fluid on the common property or in any other way deface the common property;

5) Owners or occupiers shall not:

- a) Be permitted to dismantle or effect any repairs to any vehicle on any portion of the common property;
 - b) Be allowed to reside or sleep in a vehicle on any part of the common property;
 - c) Be allowed to play music from a parked vehicle.
- 6) The parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.
- 7) An owner or occupier shall comply with any further Directives issued by the trustees in respect of this Conduct Rule.
- 8) The trustees may in accordance with Conduct Rule 17(2) cause to be removed or towed away, at the risk and 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 or standing or abandoned on the common property without the trustees' consent or in contravention of these Rules.
- 9) Notwithstanding the provisions of sub-rule (10), an owner or occupier who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Conduct Rule 18.

4. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO THE INTERIOR OF SECTIONS

- 1) An owner or occupier of a section shall follow the procedure stipulated in sub-rule (2), before he commences with any of the following work:-
- a) A visible alteration, addition, extension, renovation, repairs or decoration to the common property or to the exterior of sections, including, but not limited to the installation of: -
 - i. Any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - ii. Any screen or other device to prevent the entry of animals or insects; or
 - iii. Any radio or television aerial; or
 - iv. Any air-conditioning apparatus.

- b) A visible change to the appearance, quality or colour of the common property or of any device attached thereto.
 - c) An addition, alteration or renovation to the internal structure of a section, inclusive of, but not limited to the following: -
 - i. Removing or changing of interior walls;
 - ii. Making any openings or changes in the exterior walls;
 - iii. Remodelling of bathrooms or kitchens;
 - iv. Changing or replacing of plumbing, i.e. pipes, shut off valves, toilets, bath tubs;
 - v. Heating, including pipes, radiators, valves or thermostats;
 - vi. Electrical installations, including wires, circuit breakers, additional receptacles;
 - vii. Laying of new floors other than carpets;
 - viii. Installing in-unit washers and dryers;
 - ix. Installing dish washers and kitchen exhausts;
 - x. Window modifications or replacements are subject to additional requirements;
 - xi. The installation of any radio or television aerial, which is visible from outside a section;
 - xii. The installation of any air-conditioning apparatus, which is visible from outside a section.
- 2) A written request, dated and signed by the section owner and fully describing the proposed work, must be submitted to the Trustees no less than 30 days prior to its intended start. Prior to the commencement with any of the work referred to in sub-rule (1), an owner or occupier shall:-
- a) Meet or exceed the requirements of the City of Cape Town building codes for all construction and remodelling work which is subject to building code regulations and obtain the permission of the local authority (if so required);
 - b) Satisfy the provisions of the applicable Management Rule and the Old Act and the New Act;

- c) Apply to the trustees in writing for their consent to do the work, and such application shall be accompanied, (if required or necessary) by: -
 - i. Sufficient plans and specifications to enable the trustees to consider the design, manner of installation, effects and the suitability of such alteration, addition or decoration.
 - ii. The consent, if applicable, of the local authority.
 - d) Make a requisite building deposit to the trustees (or to the manager or managing agent). The amount of the building deposit, as determined by the trustees, will depend on the extent of the proposed alteration. The building deposit shall be held as guarantee to cover the cost of repair of any possible damage to the common property when carrying out the work referred to in sub-rule(1).
 - e) Obtain the written consent from the trustees of the scope and schedule of the proposed work and adhere to any further Directives or conditions imposed;
 - f) For security purposes, inform the trustees (or the manager or managing agent) of the contact details of the contractor and the dates and times that the work will be done.
- 3) If the proposed work, additions, improvements or alterations, in the Trustees' sole judgment, (which may be augmented by an opinion obtained from an outside professional), will not adversely affect the functionality, performance, and future upkeep of the common areas, the Trustees will grant an approval provided that:
- a) The unit owner is current on all levy obligations;
 - b) All work, material deliveries and rubbish removal shall comply with the construction, delivery and use of the lift Rules of the Trustees, a copy of which must be given by the unit owner to the contractor before the work begins;
 - c) The unit owner submits a cheque for the amount determined by the trustees as a deposit for any damage that might occur to common areas;
 - d) A signed and dated affidavit stating that the unit owner and his or her successors will assume full responsibility for any damage to the common elements or to the property of other unit owners that may result from the performance or operation of the proposed additions, alterations, and improvements, as well as for any expenses incurred by the body corporate in connection with removing and replacing of owner-installed items to gain access to the common areas for repair and maintenance purposes. The Trustees or the STA may provide a form designed specifically for this purpose.
- 4) All work referred to in sub-rule (1) shall -

- a) Conform to the specifications as to appearance, quality, colour and manner of installation as required by the trustees and/or as contained in the Guidelines;
 - b) Be aesthetically acceptable in accordance with Conduct Rule 5;
 - c) Be executed by suitably competent persons or contractors;
 - d) Be done in accordance with the Guidelines, Directives and/or further conditions imposed by the trustees;
 - e) Be performed between the hours of 9:00 and 16:00 on Mondays through Fridays, and Saturdays from 10:00 until 14:00, since construction, repair and remodelling may become source of disturbing noise. No work of this nature may be done on Sundays or legal holidays.
 - f) Be executed in such a manner as not to cause damage to the common property or to the property of other occupiers and not to cause injury to any person;
 - g) Not obstruct any body corporate employee or contractor in performing any work on the common property.
- 5) An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the trustees.
- 6) Should any damage (referred to in sub-rule (3)(f)) be caused when effecting the work referred to sub-rule (1), the owner shall be strictly liable for the cost incurred to repair such damage, and should an owner fail to repair such damage and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair, given by the trustees or the managing agent on their behalf, the trustees shall be entitled to remedy the owner's failure and to recover the reasonable cost of so doing from the building deposit referred to in sub-rule (2)(d) and/or from such owner.
- 7) Should a body corporate employee or contractor be obstructed or hindered in performing any work on the common property, by reason of the work referred to in sub-rule (1), the owner concerned shall be liable for any additional costs incurred by the body corporate in the performance of such work.
- 8) All materials, tools, and equipment must always be moved through the rear parking area. Neither the front nor the rear entrance gate may be left open while unattended. Parking is not allowed in the back area. Doors must not be propped in a manner that will damage their hinges, frames, locksets, closures or the doors themselves. Wedging at the hinge side is expressly prohibited.

- 9) Equipment, tools, materials and debris may not be stored overnight outside of the unit where the work is performed, as all hallways and stairways must be always kept free of obstacles, due to fire code and insurance regulations. Therefore, at the end of each work day, these items must be either stored within the unit or hauled away. Special waste disposal arrangements can sometimes be made with a scavenger company at the unit owner's expense.
- 10) Unit owners are responsible for informing their contractors and suppliers about the Knightsbridge Mansions requirements and the rules that pertain to construction, deliveries, lift use and debris removal. Unit owners will be held liable for any rule infractions and damages to the common areas resulting from the actions of their contractors and suppliers, as well as from their own actions.
- 11) After conclusion of the work, all rubble shall be removed and the property shall be neatly restored within a reasonable time as specified by the trustees. Upon restoration of the property the requisite building deposit shall be refunded to the owner, if not used to cover any costs aforementioned.
- 12) An owner or occupier of a section shall be responsible for the maintenance of the alterations or additions referred to in sub-rule (1). Should an owner or occupier fail to maintain such alterations, additions or decorations and, any such failure persists for a period of 30 (thirty) days after the giving of written notice to maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
- 13) Should an owner or occupier effect any work referred to in sub-rules (1) or (4) without having obtained the trustees written consent, or should the work not conform to the requirements referred to in sub-rules (3)(a) and/or (b), the trustees may require an owner to remove such object and restore the property, at his own costs in accordance with Conduct Rule 17(3).
- 14) Notwithstanding the provisions of sub-rule (13), an owner or occupier who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Conduct Rule 18.

5. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY

- 1) The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, or section, including balconies, which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 2) Owners and occupiers shall ensure that sections are provided with adequate curtaining or blinds at all times and within one month of taking occupation. All linings of curtains, when viewed from outside, have to be of cream or white colour, acceptable to the trustees in their discretion.

- 3) No items may be hung over walls, in windows, in corridors or on any part of the building or the common property so as to be visible to the public or other occupiers.
- 4) Owners or occupiers may not leave any obstructions to the free flow of pedestrian traffic on any part of the common property. In particular access to staircases, passages, landings and stairwells must be kept clear at all times.
- 5) Notwithstanding sub-rules (1), (3) and (4) an owner or occupier may, with prior written consent of the trustees place, store, or leave any object that may be moved on a part of the common property, or allow or permit it to be so placed, stored or left.
- 6) No bicycles are allowed to be placed or stored on the staircases or passages.
- 7) The trustees may issue further Directives pertaining to this Rule.
- 8) Should an owner or occupier place, do or store anything contrary to this Rule, the trustees may require an owner to remove such object in accordance with Conduct Rule 17(3).
- 9) Notwithstanding the provisions of sub-rule (8), an owner or occupier who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Conduct Rule 18.

6. SIGNS AND NOTICES

- 1) No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.
- 2) The trustees may remove such sign, notice, billboard or advertisement in the event of no written permission having been obtained. Such removal and any 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 occupier 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

- 1) An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 2) In particular, an owner or occupier of a section may not throw any material or object out of windows or over passage walls.

8. LAUNDRY

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

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

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

10. LETTING, OCCUPANCY AND SELLING

- 1) All tenants (lessees) of units and other persons granted rights of occupancy by any owner of a unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 2) No owner, tenant (lessee) or occupier of a unit shall allow more persons to reside in a unit at any one time than as set out below:
 - a) 1 Bedroom Flat: Two Persons
 - b) 2 Bedroom Flat: Four Persons
 - c) 3 Bedroom Flat: Six Persons
- 3) Notwithstanding sub-rule (2), with the prior written consent of the trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 14 (fourteen) days at a time and not for an aggregate period of more than 28 (twenty eight) days in any calendar year.
- 4) An owner who concludes a lease agreement in respect of his section shall be obliged to inform the trustees, manager or managing agent of the tenant's (lessee's) name, contact details, and any other details that the trustees deem important for security.
- 5) The trustees (or manager or managing agent on their behalf) shall supply a tenant (lessee) with a copy of these Conduct Rules, for a sum deemed reasonable by the trustees.

- 6) An owner shall notify the manager, managing agent or trustees forthwith in writing of any change of ownership in, or occupation of his section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his section.
- 7) A refundable move-in security deposit for the new owner or lessee will be collected to cover any potential damage to the common property.
 - a) All moves must be scheduled through the Trustees at least seven days in advance. Moves can be scheduled between the hours of 9:00 and 16:00, Monday through Saturday. In the event that there is a multiple demand for the same time, moves shall be scheduled on a "first come, first served" basis.
 - b) The passenger lift cannot be used for the purpose of moving, except by express permission. Movers must use stairways so as to not damage the lift or inconvenience other owners.
 - c) Each move in or move out will require a damage deposit, determined by the trustees, in the form of a cheque payable to the Body Corporate of Knightsbridge Mansions. This deposit cheque must be given to the Chairman of the Trustees or the Managing Agent at least seven days before the scheduled move date.
 - d) The unit owner is responsible for any damage to common areas resulting from the move. Since careless movers and their employees may cause damage in excess of the damage deposit, the owner is fully accountable for any additional damage that might result to any common area, including the lift, the doors, or the stairwells.
 - e) The moving parties will be requested to tour the common areas both before and after each move-in or move-out, accompanied by a security guard and/or trustee, and complete and sign a damage survey form designed for this purpose. If no damage to the common areas resulted from the move, the full damage deposit will be returned within 10 (ten) days following the move. If any damage is found, the damage deposit will be held until the repairs are made or until the cost of the required repairs have been established, and any left over deposit amount will be returned at that time.
- 8) No form of "time-sharing" or any similar arrangement whereby a person other than the owner or his immediate family may utilise a section for a specified period or periods of time may be concluded in respect of a section.
- 9) Tenants or lessees of a section shall not keep any animal, insect, reptile or bird in a section or on the common property.

10) To ensure a smooth transfer of ownership or possession, without infringing on the rights of the remaining unit owners, the following procedure must be followed to properly document and process all sales and leases at Knightsbridge Mansions:

- a) A unit owner wishing to sell or lease his or her unit must notify the Trustees about this intent in writing *before* the property is advertised or listed. This notification should include the following information:
 - i. Unit Number and Owner(s) name(s)
 - ii. Name of the listing agency, including the name and phone number of the agent.
 - iii. Date and signature of the Owner(s)
- b) No “for sale”, “for rent”, or “open house” signs may be placed anywhere on common property or in the windows of any unit.
- c) When a Lease is signed, a “Notice of Lease” letter must be submitted to the Trustees, together with the following supporting documentation and fees:
 - i. A legible copy of the Lease
 - ii. A copy of the completed Renter Information Sheet
 - iii. Letters of reference for the Lessee
 - iv. A refundable move-in security deposit for the new lessee, the amount of which is determined by the Trustees.
 - v. In order to ensure that the clearances from the Trustees are provided to the interested parties on time, the above documentation and fees must be submitted no less than 30 (thirty) days before the lease inception date. The Trustees will review such documents at its next regular meeting.

11. ERADICATION OF PESTS

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

12. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS

- 1) An owner or occupier shall, subject to the Old Act and the New Act, use his section for residential purposes only.

- a) An occupier to whom an exclusive use area has been allocated shall have the sole and exclusive use of such area.
 - b) Sections originally designated as “maid’s rooms” cannot be leased for residential purposes, since they have been deemed unsuitable for human habitation, and thus can only be used for storage.
- 2) An owner or occupier may use and enjoy the common property, provided that:-
- a) No law, or Management Rule or Conduct Rule is contravened;
 - b) Such usage will be at his own risk;
 - c) Such usage does not infringe unfairly upon the rights of other owners or occupiers;
 - d) Such usage does not cause a nuisance to any other owner or occupier;
 - e) The Directives imposed by the trustees are adhered to.
- 3) An owner or occupier shall not:-
- a) Interfere with an owner or occupier engaged in the legitimate use of the communal facilities or the common property;
 - b) Break, damage or dirty any part of the common property or any asset of the body corporate;
- 4) All persons will enter the premises at their own risk. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the common property, its amenities or in the individual sections or for any act done or for any neglect on the part of the body corporate or any of the body corporate’s employees, agents or contractors.
- 5) The body corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 6) An owner or occupier may not damage, remove any shrub, tree, plant or flower from the garden areas on the common property, without the prior written consent of the trustees.

13. NOISE, DISTURBANCE AND NUISANCE

- 1) An owner or occupier shall not use his section or exclusive use area, or permit it to be used, in such a manner or for such purpose as shall cause a nuisance or an unreasonable invasion of privacy to any occupier of a section or permit or make any disturbance or allow his children, guests, tenants or other persons for whom he is responsible, to make any disturbance or noise

which in the opinion of the Trustees and/or Seller in their sole and absolute discretion, would constitute an invasion of the right of privacy of the other occupiers of the building.

- 2) All owners and occupiers shall maintain quietness between 23H00 and 07H00.
- 3) At all times other than as referred to in sub-rule (2), all television, radio, and other appliances emitting sound, including musical instruments, should be kept at audio levels which are reasonable in the discretion of the trustees.
- 4) The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case of emergency.
- 5) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
- 6) No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.
- 7) The riding of bicycles on the common property is prohibited.
- 8) No skateboards, roller skates or roller blades may be used on the common property.
- 9) A person shall not throw stones or solid objects on the common property.

14. SECURITY AND GATES

- 1) Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular shall: -
 - a) Use their access controls when entering the electronic security gates;
 - b) Handle their access controls responsibly and not place it in the care of third parties, except with the prior written consent of the trustees;
 - c) Report the loss of their access controls to the trustees;
 - d) Ensure that upon entering or leaving, all security doors and gates are properly closed; and
 - e) Ensure that such doors and gates are never opened for persons other than known occupiers of sections, body corporate employees and escorted buyers during the showing of units, the Police Services and Fire or Paramedic Emergency Services.
- 2) No obstacles or objects, which may interfere with the normal operation of the electronic security gates, may be inserted or placed in such a manner to avoid the automatic closure of the gate.

- 3) No owner or occupier may tamper with or attempt repairs to the electronic security gate or its components. Any faults are to be reported to the manager, managing agent or to the trustees.
- 4) The trustees may from time to time issue Directives for the proper compliance with this Rule.

15. LIFT

- 1) An owner or occupier shall when using the lift, comply with the notices and warning signs put up outside and/or inside an elevator and such other Directives issued by the trustees.
- 2) No smoking is allowed in the lift or within any other part of the building, other than inside a section.
- 3) Protective blankets or other suitable material has to be secured by the guard and hung during moves. Prior arrangement has to be made and approved by the trustees.
- 4) No heavy equipment, construction material, furniture or appliances may be moved using the lift. Owners and occupiers must tell their moving companies, contractors and workmen to use the rear stairwell, unless prior authorisation has been granted by the trustees and appropriate deposits paid.

16. FIRE EQUIPMENT

- 1) Fire hoses and equipment are to be used exclusively for extinguishing fires or a fire practice drill authorised by the trustees in writing and are not to be used for any use other than in case of emergencies.

17. CONTRAVENTION OF RULES

- 1) Should **Conduct Rule 1**, or any condition or Directive in connection therewith, be contravened, the trustees may:-
 - a) Withdraw their approval to an owner or occupier to keep an animal, insect, reptile or bird upon which the owner or occupier has to remove the animal, insect, reptile or bird at his own cost, from the section and common property, within 30 (thirty) days after the giving of written notice to remove given by the trustees or the managing agent on their behalf, or
 - b) Apply to a Court having jurisdiction, for an order or interdict for removal of the animal, insect, reptile or bird from a section or the common property, and the owner will be liable for the costs relating to the application, or
 - c) Impose a fine in terms of the provisions of Conduct Rule 18, or
 - d) Obtain an interdict, or

- e) Impose more than one of the options mentioned.
- 2) Should a vehicle be parked contrary to **Conduct Rule 3**, without permission of the trustees, the trustees may:-
- a) Arrange for the vehicle to be clamped, at the risk and costs of the owner thereof and/or person in control of the vehicle, or
 - b) Arrange for a clamped vehicle to be released subject to the payment of a release fee, or
 - c) Arrange for the vehicle to be removed at the risk and costs of the owner thereof and/or person in control of the vehicle, or
 - d) Impose a fine in terms of provisions of Conduct Rule 18, or
 - e) Obtain an interdict, or
 - f) Impose more than one of the options mentioned.
- 3) Should **Conduct Rule 4 and/or 5** be contravened, or should any work be done without obtaining the trustees written consent or should the work not conform to the requirements referred to in Conduct Rule 4 (3)(a) and (b), the trustees may:-
- a) Require an owner to remove such work (object) and restore the property, at his own cost, or
 - b) Impose a fine in terms of the provisions of Conduct Rule 18, or
 - c) Obtain an interdict, or
 - d) Impose more than one of the options mentioned.
- 4) If any other Rule is contravened the trustees may –
- a) Impose a fine in terms of the provisions of Conduct Rule 18, or
 - b) Obtain an interdict, or
 - c) Impose more than one of the options mentioned.

18. IMPOSITION OF PENALTIES

- 1) If the conduct of an owner or an occupier of a section or his visitors or guests constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches,

disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and occupier with a written notice which may in the discretion of the trustees be delivered by hand or registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.

- 2) If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting of trustees to discuss the matter and to impose a fine.
- 3) A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as may be permitted by the chairperson, he or she may not participate in the affairs of or voting at the meeting.
- 4) After the owner or occupier has been given the opportunity to present his case, the trustees may by way of a special resolution (75% of the trustees present at the meeting with a minimum of 3 (three) trustees), impose an *initial penalty* for the first offence and a *subsequent penalty* for every identical offence thereafter.
- 5) Any fine imposed in terms of sub-rule (4), may if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of the Old Act and the New Act and claimed by the trustees as part of the monthly instalments payable by the owner.
- 6) The body corporate may, at a general meeting, from time to time, determine the amount of the *initial* and *subsequent* penalties.

19. COMPLAINTS

- 1) All complaints, requests and suggestions must be made in writing to the trustees for their consideration at trustees' meetings.

20. RELAXATION OF RULES

- 1) The Body Corporate or the Trustees may in special circumstances grant a relaxation of these Rules in writing which must be signed by the chairman or in his absence by 2 (two) trustees and which shall be subject to such conditions and for such period as may be stipulated therein. However, 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. Such relaxation shall be subject to withdrawal at any time by the body corporate or, in the case of a relaxation granted by the trustees, by the trustees in its or their discretion without describing any reason thereof.

Notwithstanding the provisions of this Rule the trustees may not take away any right of the owner.

21. RULES BINDING ON TENANTS

- 1) Should any owner let his section then he shall make it a condition of the Lease to the tenant that the tenant and/or any sub-tenant will be bound to comply with all those provisions of these Rules, which place any duty or obligation upon an owner, as if he, she or it were itself an owner and without limiting the generality of the foregoing, shall be bound to comply in all respects.

22. SHORT TERM LETTING

- 1) "Short term letting" shall mean leases where the tenant/occupier leases/occupies the section for a period of less than three months.
- 2) Before the tenant takes occupation of the section, the Owner and/or his/her/its duly authorised agent shall have the following documentation and information regarding the prospective and/or confirmed tenant (s) on hand:
 - 2.1. the full names, address, telephone number, copies of identity or passport documents of the tenant and all other persons who will occupy the unit by, through or under such tenant;
 - 2.2. the duration of the lease and/or period of occupation;
- 3) The information and documentation referred to in sub-rule (2) above must be furnished to Trustees of the Body Corporate at their request;
- 4) A complete copy of the conduct Rules must be provided to tenants/occupants prior to the tenants/occupants taking occupation of the section. An Owner shall remain responsible for the conduct of his/her/its tenant and/or occupier.
- 5) An Owner shall only be permitted to lease a section for a minimum of 4 (four) nights. Should the Owner wish to lease their section or grant rights of occupancy in respect of the section for a period less than 4(four) days, the Trustees must be notified in writing.