CONDUCT RULES

(Section 35 (2) (b) of the Sectional Titles Act No 95 of 1986)

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

The Body Corporate of

Flatrock

Sectional Title Scheme
No. SS 264/ 2007

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PRELIMINARY

A. APPLICABILITY

(1) The Conduct Rules, the provisions of section 44 of the Sectional Titles Act, No 95 of 1986 and the provisions of Management Rule 68 shall be binding on all owners, lessees or other occupiers of sections and on the trustees and managing agent (if so contracted).

(2) It shall be the duty of responsibility of an owner to ensure compliance with these Conduct Rules by the lessees or occupiers of his or her section, including the employees, guests and any family members of the owner, or of his or her lessees or of the occupiers 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 (2) above, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed. The owners concerned may further be held liable for damages, penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules. Damages, penalties (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 debt, and shall be recovered as a levy.

B. INTERPRETAION

(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: -

(a) the singular shall include the plural and vice versa; and
(b) a reference to any one gender shall include the other gender; and
(c) 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 an 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 in al Conduct Rules bear in meaning that ahs been 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 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.

(6) Where numbers are express in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict 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 their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorized to create 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 the building and structures on the premises, including any alteration or additions (structures) referred to in Conduct Rule 4. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of installation 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 occupiers of sections upon the trustees.

CONDUCT RULES

Section 35(2) of the Sectional Titles Act No 95 pf 1986

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

(1) An owner, lessee or occupier 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.

(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.

(3) The trustees may withdraw their approval in the even of breach of any condition prescribe in terms of sub-rule (2).

(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(5).

(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 20.

2. REFUSE DISPOSAL

(1) An owner, lessee or occupier of a section shall: -

(a) ensure that his or her refuse is placed in a black refuse bag and that such bag is securely tied before being placed in a municipal refuse bin in the refuse room.
(b) Ensure in case of tins or other container, that they are completely drained, before being deposited into a black refuse bag;
(c) Comply with any Directives imposed by the trustees from time to time regarding the disposal of refuse and not dispose of or allow the disposal of refuse, waste or rubbish contrary to this Rule and such Directives.

(2) No cooking oils or fats may be disposed of in the kitchen sinks, drains or toilets and items such as paper towels, sanitary towels and nappies, may not be flushed down the sewerage system. Such materials may be traced to a section and the owner, lessee or occupier of such a section may be held responsible for any costs to clear the sewerage system.

3. PARKING AND DRIVING OF VEHICLES AND REMOTE CONTROLS

(1) An owner, lessee or occupier of a section shall park or stand his vehicle or permit or allow a vehicle to be parked or stood on the parking bay (exclusive use area) allocated to the section he owns or occupies.

(2) Visitors, employees or contractors of owners, lessees or occupiers shall park their vehicles outside the building if their parking bays are occupied subject to the compliance with any reasonable conditions imposed from time to time by the trustees. Temporary parking permit.

(3) No owner, lessee or occupier of a section 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 these Rules without the prior written consent of the trustees.

(4) No trucks or any other heavy vehicles may be parked on the common property.

(5) No caravans, motorboats, trailers or any other watercraft may be parked on the common property without the prior written consent of the trustees.

(6) Owners, lessees and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors, employees or contractors, do not drip diesel, oil or brake fluid on to the common property or in any other way deface the common property by reason of the dripping of oil or brake fluid, or otherwise caused by any vehicle, the owner, lessee or occupier responsible shall clean such area at this or her own costs. Should the owner, lessee or occupier fail to clean such area and any such failure persists for a period of 7 (seven) days after the giving of written notice to clean given by the trustees or the managing agent on their behalf, the trustees may arrange to have the area cleaned and hold the applicable owner, lessee or occupier liable for the costs of cleaning and restoration of the area.

(7) No owner. Lessee or occupier shall be permitted to dismantle or effect major repair to any vehicle or service any vehicle on any portion of the common property. Only emergency repair to vehicles may be effected.

(8) The parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owners risk and responsibility and that no liability shall attach to the body corporate or its agents or any of its employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him or her, may suffer in consequence of his or her vehicle having been parked on the common property.

(9) The trustees may from time to time issue further Directives pertaining to this Rule.

(10) The trustees may cause a vehicle to be removed or towed away, or its wheels 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 form time to time any vehicle parked, standing or abandoned on the common property without the trustees consent or in contravention of these Rules.

(11) Notwithstanding the provisions of sub-rule (10), an owner, lessee or occupier 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.

(12) Owners, lessees or occupiers of sections shall only use the entrance gate (on Buiten Street Side) to access the premises by vehicle, whilst the exit gate (on the Buiten Street side) should only be used to exit the premises by vehicle. The main gate may not be utilized by pedestrians, but pedestrians are obliged to use the front door at reception.

4. DAMAGE, ALTERATION, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY AND ALTERATION TO THE INTERIOR OF SECTIONS

GENERAL

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

MINOR ALTERATIONS

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

(3) Notwithstanding sub-rule (2), an owner or person authorized by him or her, may install: -

(a) any locking device, safety gate, burglar bars, or other safety device for the protection of his or her section; or
(b) any screen or other device to prevent the entry of animals or insects;

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

(4) An owner or person authorized by him or her shall not constructed, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, steps or similar items without the prior written consent of the trustees, who may attach reasonable conditions to their consents.

(5) A request for the trustees consent or approval contemplated in sub-rules (2), (3) or (4), must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.

(6) The trustees consent for such structures as contemplated in sub-rule (4) may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the 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 (fourteen) 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 for any damage resulting there from.

STRUCTURAL ALTERATIONS

(7) Any structural alteration affecting a section and the common property, and alterations to work to plumbing, electrical installations or conduits, may only be carried out after: -

(a) Compliance with all relevant provisions of the Section Titles Act, No 95 of 1986 and the Rules;
(b) Obtaining the written approval of the local authority, if applicable;
(c) Obtaining the written consent of the trustees, which may be accompanied by conditions.

(8) All structural alteration 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.

(9) Whereas an owner may effect alteration to the interior of his or her section, no work may be done to weight-bearing walls without the written consent of the trustees, who may impose conditions.

(10) Whilst stoeps and balconies may form part of sections, the enclosure thereof affects the common property as well as the appearance of the buildings, for this reason any enclose of a stoep or balcony shall be regarded as a structural alteration for the purposes of this Rule.

(11) In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building and any alteration, additions, modifications, improvement or decorative work which affects the exterior appearance of the section: -

(a) 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.
(b) The trustees may grant provisional consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The trustees may request that a report by structural engineer or architect be furnished.
(c) If provisional consent is given, the owner must proceed to have building plans prepared and approved by an engineer (if required) and the local authority (if required), and which may not deviate from the sketch plan. (see appropriate annexure)
(d) Before final approval, the owner must canvass the comments of immediate neighbours, and submit it to the trustees for consideration.
(e) A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees.
(f) If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations.
(g) Within 14 (fourteen) days of obtaining all the required information and advice, the trustees shall consider the application, reach a reasonable decision and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions.
(h) 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 virtue of any work done, the trustees shall entitle to deduct such damages from the deposit.)

INTERNAL ALTERATIONS

(12) In addition to any other relevant provision, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings: -

(a) An application to proceed, with specifications, time frame, and sketch plan of the proposed alterations must be submitted to the trustees, to obtain their consent to proceed.

(b) The trustees shall, within 14 (fourteen) days, convey their consent to proceed, with or without conditions and or Directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may not proceed with the work without such consent.
(c) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

ALL ALTERATIONS

(13) In respect of all work done at the instance of an owner of a section, the following shall apply: -

(a) The owner shall liase with the trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises, the use of the elevator, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises.
(b) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines;
(c) All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere n the building.
(d) The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case ay be), for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising there from.
(e) The electricity supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
(f) Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 09h00 to 17h00on weekdays, or during the hours 10h00 to 14h00 on Saturdays, but not at all on Sundays.
(g) Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupiers and must be concluded as expeditiously as possible, within the time frame specified, if any.
(h) 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.
(i) All charges, damages, expenses and penalties raised against the owner in terms of this Rules, are payable upon demand and, if unpaid, trustees may deduct such items from the owners deposit and/ or add the amount to his or her levy account.
(j) The owner shall ensure that his or her rubble is removed on a daily basis, by way of fire escape stairs on Bloem Street side. No 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 overnight.
(k) Elevators may not be used to carry building materials, rubble or workmen. Workmen may not use the foyer when entering or exiting buildings, but should use garage area to do so.
(l) The owner must ensure that his or her workmen and contractor comply with the relevant provisions of this Rule.

(14) In the event of approval, or a permit or consent being required from any local or other authority for the alterations, improvement, fixture or addition 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.

(15) If any work done by or on behalf of an owner in pursuance of the provisions of this Rules results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in 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.

(16) 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 this or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any 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 the managing agent on their behalf the body corporate shall be entitled to remedy the owners failure and to recover the reasonable cost of doing so from such owner.

(17) For the purposes of the Rules, the trustees shall have the discretion to decide what constitutes a minor alteration, 'structural alteration' or 'internal alteration' subject to any Directives that may be given by members at a general meeting, by majority vote.

(18) If an owner (or person authorized by him or her) effects any work referred to in this Rules without obtaining the trustees consent, or fail to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should and owner in any other way contravene any sub-rule, the trustees may request an owner to remove such structure at this 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 and any such failure persists for a period of 14 (fourteen) days after written notice given by the trustees, the trustees may effect 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.

(19) Owners, lessees or occupiers of sections shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular landing, staircases and passages must be kept clear at all times.

5. APPEARANE FORM OUTSIDE

(1) An owner, lessee or occupier 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.

(2) No items may be hung over fences, balconies, in windows or corridors or on any part of the building or the common property so as to be visible to the public or to other occupiers.

(3) Owners, lessees and occupiers 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 must have linings, and all linings of curtains, and blinds when viewed from outside, must be acceptable to the trustees in their discretion.

(4) No owner, lessee or occupier 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

(1) No owner, lessee or occupier 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 form outside the section, without written consent of the trustees first having been obtained. The trustees may impose any reasonable conditions when granting their consent.

(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 reasonable 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.

(3) The owners or lessees of the commercial sections are entitled to place signs, notices, flags, billboards and advertisements inside and outside their sections on the common property, provided that it is done in a responsible manner and does not have a negative impact on the outside appearance of the buildings in the opinion of the trustees.

7. LITTERING

(1) Subject to Conduct Rule (2), an owner, lessee or occupier 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 or down an elevator shaft.

8. LAUNDRY

(1) An owner, lessee or occupier 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.

(2) An owner, lessee or occupier of a section hang his or her washing or laundry on a drying-rack on a balcony provided that it is not visible from outside the buildings.

9. STORANGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

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

(2) No owner, lessee or occupier of a section shall make use of any open fires, gas – or electrical or an y other braai devises to braai on their balconies or on the common property.

10 LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

(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, not withstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of right of occupancy.

(2) Before a lessee or occupier takes of a section, the applicable owner shall furnish the lessee or other occupier with a copy of the Conduct Rules and Directives and inform such lessee or other occupier 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 occupiers) written acknowledgement of receipt of the Conduct Rules.

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

(4) An owner shall notify the trustees or managing agent in writing with 14 (fourteen) days of conclusion of a lease agreement or other occupancy arrangement (whether verbal or in writing), of the conclusion of such agreement or arrangement and of the names and contact details of the lessees or occupiers.

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

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

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

(6) Notwithstanding sub-rule (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.

11. ERADICATION OF PESTS AND HEALTH REGULATIONS

(1) An owner shall keep his or her section free of rats, mice, cockroaches, white ants, borer and other wood destroying insects and to his end shall permit the trustees, the managing agent, and their duly authorized 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. 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.

(2) Each owner, lessee or occupier 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 he health, safety or property of other occupiers of sections or other person legitimately present on the premises.

12. ELEVATORS

(1) When using an elevator, owners, lessees and occupiers of sections shall ensure that: -

(a) the warning signs and notices pertaining to the usage of the elevator is adhered to;
(b) the maximum number of persons or the weight limit is not exceeded;
(c) no damage is caused to the elevator;
(d) the interior of the elevator is kept clean and neat;
(e) the Directives imposed from time to time by the trustees are complied with.

(2) The elevator may not be used to transport furniture, heavy boxes or -objects and building material and – rubble

(3) To enable the trustees to arrange for the supervision of the elevator and gates, owners, lessees and occupiers of sections must notify the trustees of the dates and times when they intend to move out of section or into a section.

(4) No smoking is allowed in the elevator.

(5) No children aged 12 years or younger may use the elevator without adult supervision.

13. NOISES AND/OR NUISANCE

(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.

(2) Especially after 22h00 noise levels should be reasonably reduced, whilst quietness should be maintained in sections and on the common property between the hours 24h00 and 07h00.

(3) All television, radio, and other appliances emitting sound, including musical instruments, must 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 or in the case of an emergency.

(5) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in section 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, which would reasonable justify the use of a firearm for self-defense and related purposes.

(7) The use of power tools, hammering and other noise generating equipment shall not be permitted between 18h00 on weekdays, and before 10h00 and after 14h00 on Saturdays, and at all on Sundays.

(8) No owner, lessee or occupier 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 occupiers of the buildings, or permit or cause any disturbance or allow his or her children or visitors of their children 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 occupiers.

14. ACTIVITIES ON THE COMMON PROPERTY

(1) No business or trade may conducted in residential sections or on the common property without prior cause except for the management of the building.

(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.

(3) No skateboards, roller skates, roller blades, carts may be used on the common property.

(4) The common property, including the passages, foyers, elevators and stairwells may not be used as playgrounds by children.

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

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

15. SECURITY, SAFETY AND RISK

(1) Owners, lessees and occupiers of sections must at all time ensure that the security and safety of other occupiers and their property are preserved, and in particular must: -

(a) handle their access controls responsibly and must report any lost of an access control to the trustees;
(b) ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed; and
(c) ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons;
(d) comply with any security measures and Directives imposed form time to time by the trustees.

(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, and no person shall have any claim against the body corporate of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. 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 or her property directly or indirectly, in or about the common property, its amenities or in the individual sections 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.

(3) 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.

16. EMPLOYEES

(1) Owners, lessees and occupiers of sections may not request body corporate employees to perform tasks for them during their work hours.

(2) Owners, lessees and occupiers 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.

(3) Owners, lessees or occupiers of sections are responsible for the conduct of their own employees on the common property and shall ensure that they: -

(a) do not loiter on the common property;
(b) do no cause a nuisance on the common property;
(c) do no receive guests on the premises;
(d) comply with the security measures and Directives imposed from time to time by the trustees;
(e) keep the public toilets and bathroom clean.

17. COMPLAINTS

(1) All complaints must be submitted to the trustees or managing agent in writing.

18. RELAXATION OF RULES

(1) 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.

19. CONTRAVENTION OF RULES

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

(a) withdraw their approval to keep such pet upon which the owner, lessee or occupier must remove the pet form the section and the common property, or
(b) apply to a Court having jurisdiction, for an order or interdict for the removal of a pet form 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 Conduct Rule (20), or
(d) obtain an interdict, or
(e) impose more than one of the options mentioned.

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

(a) arrange for the vehicle to be clamped, at the risk and costs of the owner thereof and / or person is 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 b removed a the risk and costs of the owner thereof and /or person in control of the vehicle, or
(d) impose a fine in terms of Conduct Rule (20), or
(e) obtain an interdict, or
(f) impose more than one of the options mentioned.

(3) Should Conduct Rules (4) or (5) b contravened, the trustees may: -

(a) 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 given by the trustees, the trustees may effect 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, or
(b) impose a fine in terms of Conduct Rule (20), or
(c) obtain an interdict, or
(d) impose more than one of the options mentioned.

(4) Should any other Conduct Rule be contravened the trustees may: -

(a) impose a fine in terms of Conduct Rule (20), or
(b) obtain an interdict, or
(c) impose more than one of the options mentioned.

20. IMPOSITION OF PENALTIES

(1) If the conduct of an owner, lessees or an occupier of a section or his or her visitors constitutes a nuisance in the opinion of the trustees, or if an owner, lessee or occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and where applicable, the lessee or occupier with a written notice which may in the discretion of the trustees be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the owner must be warned that if he or she or where applicable his or her lessee or occupier persist in such conduct or contravention, a fine will be imposed on the owner of the section.

(2) If the owner or where applicable, the lessee occupier 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.

(3) A written notice by which the owner and where applicable, the lessee or occupier, is informed of the purpose of the meeting and invited to attend, must be sent to the owner and where applicable, the lessee or occupier at least 7 (seven) days before the meeting is held. At the meeting the owner and where applicable, the lessee or occupier 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.

(4) After the owner and where applicable the lessee or occupier has been given the opportunity to present his or her or their case, the trustees may by way of trustees resolution of 75% of the trustees present at the meeting, with a minimum of three trustees being present, impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.

(5) Any fine imposed in term 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 and claimed by the trustees as part of the monthly levies 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.