

# OCEAN BREEZE BODY CORPORATE

## No SS

### CONDUCT RULES

*In substitution of the existing rules*

*(Section 35(2)(b) of the Sectional Titles Act 1986)*

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

#### **RULES APPLICABLE TO ALL SECTIONS**

##### **1. APPLICABILITY**

- (1) These Conduct Rules, the provisions of the Management Rules and of Section 44 of the Sectional Titles Act, No 95 of 1986, as amended from time to time, are applicable to and binding upon the trustees, the manager (if so contracted), the managing agent (if so contracted), 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 her 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 upon him or her or on any person referred to in sub-rule (2).

##### **2. INTERPRETATION**

- (1) In the interpretation of these rules, unless the context clearly indicates a contrary intention:
- (2) "Act" means the Sectional Title Act No 95 of 1986, as amended from time to time and any regulations made and in force hereunder.
- (3) The words used shall bear the meaning assigned to them in the Act.
- (4) The singular shall include the plural and vice versa.
- (5) A reference to any one gender shall include the other genders.
- (6) A reference to natural persons shall include legal persons and vice versa.
- (7) "Trustee" includes and alternative trustee.
- (8) "The Buildings" shall mean the buildings to which these rules apply.

- (9) The headings to these rules are for convenience and shall be disregarded in construing these rules.

### **3. 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 authorised to create further Conduct Rules through their issuing of Directives.

### **4. APPLICATIONS FOR ALTERATIONS OR RENOVATION**

- (1) The trustees may from time to time prepare an application form in respect of alterations or renovations referred to in Conduct Rule 8. The form may contain conditions imposed by the trustees and specifications as to the nature, design, material, colour, and manner of installation required in respect of alterations or renovations to ensure uniformity of construction.
- (2) An owner shall not proceed with any alterations or renovations to any section, exclusive use area or common property prior to completion and signature of the application form to the satisfaction of the trustees.
- (3) At every annual general meeting any amendments to the application form by the trustees shall be tabled for consideration and approved by the members by ordinary resolution majority, with or without amendment.

### **5. ANIMALS, INSECTS, FISH, REPTILES AND BIRDS (PETS)**

- (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 (hereafter 'pet') in a section or on the common property.
- (2) All owners and occupiers keeping a pet in terms of sub-rule (1) above, or in respect of any rules in force prior to the adoption of these rules, shall comply with the following:
- (a) dogs shall only be allowed on the common property if controlled on a leash;
  - (b) no pets are allowed to be left unattended on the common property;
  - (c) all cats and dogs must wear identity tags with the telephone number and/or the section number of the owner or occupier clearly visible thereon;
  - (d) owners and occupiers shall ensure that their pets do not foul the common property, nor cause a nuisance or excessive noise to any other owner or occupier;
  - (e) all excrement of pets is to be removed immediately from the common property and disposed of in an appropriate manner; and
  - (f) owners and occupiers shall ensure that their pets do not cause harm or injury to any owner or occupier, or damage to any property.

- (3) When granting approval in terms of sub-rule (1) above, the trustees may prescribe any reasonable conditions and/or Directives.
- (4) The trustees may withdraw approval granted in terms of sub-rule (1) in the event of breach of a sub-rule, condition or Directive upon which the owner or occupier has to remove the animal, insect, reptile or bird from the section and the common property within 30 days of notification.
- (5) 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 or the common property, and the owner of the relevant section shall be liable for such costs as are referred to in the Management Rules.
- (6) This rule shall only apply to the owners and occupiers of residential sections.
- (7) All owners must ensure that pest control is completed quarterly within the sections.

## **6. REFUSE DISPOSAL**

- (1) An owner or occupier of a section shall –
  - (a) be responsible for the removal of all refuse and debris from his section.
  - (b) not place or allow or cause to be placed any refuse or rubbish on the common property or part thereof except in such place or places specifically designated for the placing of refuse or rubbish either on the sectional plan or by the trustees;
  - (c) maintain in an hygienic and dry condition, a receptacle for refuse within his or her section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
  - (d) ensure that before refuse is placed in such receptacle it is securely wrapped in a suitable strong plastic bag, or in the case of tins or other containers, completely drained.
  - (e) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in sub-rule (c);
  - (f) recycling bins to be used accordingly and correct items placed into the correctly labelled bins provided.

## **7. VEHICLES AND PARKING**

- (1) No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property without the written consent of the trustees.
- (2) Notwithstanding sub-rule (1), an owner or occupier may park or stand any vehicle, or permit or allow any vehicle to be parked or stood upon the exclusive use parking area allocated to his section.
- (3) Vehicles may only be parked in such areas of the scheme as are specifically indicated or approved by the trustees for that purpose and in such way that the flow of traffic and access to and egress from parking bays are not obstructed.

- (4) Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drop oil or brake fluid and/or any other fluid of whatever nature on the common property or in any other way deface the common property. If dripping occurs, its removal will may be affected by the body corporate at the expense of the owner of the section.
- (5) No owner or occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or a section. No minor repairs or the reconditioning of vehicles are permitted.
- (6) The use of hose pipes and taps for any reason whatsoever is strictly prohibited.
- (7) Hooters may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
- (8) Damaged vehicles and vehicles that are not in general use, or that are not roadworthy may not be parked within the scheme other than for such short periods as may be approved in writing by the trustees.
- (9) No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the scheme without the written consent of the trustees.
- (10) Vehicles parked or entering the scheme are subject to the express condition that it is parked at the owner's risk and responsibility and that 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 owner, or any person claiming through or under him, may suffer in consequence if his vehicle having been parked on the common property.
- (11) Motor vehicles of visitors may only be parked on such areas as are specifically demarcated for that purpose. When parking areas are demarcated for visitors, such areas may only be used for visitors' parking and under no circumstances may any owner or occupier or any member of their family members park their vehicles in such areas.
- (12) Owners shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to garages or otherwise.
- (13) Bicycles, motor cycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.
- (14) Under no circumstances will parking in front of the fire hydrants be permitted.
- (15) Owners and occupiers, their family members, employees, contractors or visitors (guests) shall not be allowed to reside or sleep in a vehicle, garage or on any part of the common property or exclusive use area.
- (16) The trustees may cause to be removed or towed away, or its wheels to be clamped, at the risk and expense of the owner and/or driver of the vehicle, including payment of a release penalty to be determined by the trustees from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.

**8. DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY AND STRUCTURAL ALTERATIONS OR RENOVATIONS TO OF SECTIONS**

***MINOR ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY***

- (1) 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.
- (2) Notwithstanding sub-rule (1), an owner or person authorised 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.
- (3) An owner or person authorised by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including stoeps and 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, extractor fans, air conditioners, generators, chimneys, canopies, awnings, shade covers, carport covers, steps, braais or similar items without the prior written consent of the trustees, who may impose such conditions as to the method of installation, type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit
- (4) A request for the trustees' consent or approval contemplated in sub-rules (1), (2) or (3), must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, method of installation, design, shape, size, material, colours and location of the proposed item.
- (5) The trustees' consent for such structures as contemplated in sub-rule (3) 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 and must make good any damage.

**STRUCTURAL ALTERATIONS OR RENOVATIONS TO SECTIONS AND THE COMMON PROPERTY**

- (6) Any structural alteration or renovation affecting a section or the common property, and alterations to work to plumbing, electrical or gas installations or conduits, may only be carried out after: –
  - (a) compliance with all relevant provisions of the Sectional Titles Act, No 95 of 1986 and the Rules;
  - (b) compliance with all health and safety regulations, including fire regulations, or as otherwise required by the relevant authority;
  - (c) obtaining the written approval of the local authority, if applicable;
  - (d) obtaining the written consent of the trustees, which shall be accompanied by conditions.
- (7) All structural alterations and alterations to, or repairs of, plumbing, electrical or gas installations or conduits, must be done by qualified and registered artisans and the work must comply with standards required by the local authority.

- (8) Whereas an owner may effect alterations 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.
- (9) An owner shall not be entitled to enclose any portion or the whole of his or her balcony, stoep or exclusive use area without the written consent of the Trustees.
- (10) 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 alterations or renovations to a section, including the removal, creation, or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section: -
- (a) The owner shall obtain an Application to make Alterations or Renovations form as provided for in conduct rule 4 which shall be completed and submitted to the trustees for their consideration and approval. The application shall be accompanied by a sketch plan of the proposed alterations or renovations.
  - (b) The trustees may grant provisional consent, or refuse such consent with reasons being furnished. The trustees may request that a report by a structural engineer or architect be furnished by the owner.
  - (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.
  - (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 prior to any work being done.
  - (f) If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations.
  - (g) After obtaining all the required information and advice, the trustees shall, as soon as is reasonably possible, consider the application, reach a decision, and advise the applicant of such decision.
  - (h) A deposit as determined by the trustees from time to time, shall be payable by the owner, before any work may commence. If any damages to the common property should result by virtue of any work done, or should any penalties be imposed for a breach of any rule or condition, the trustees shall be entitled to deduct such amount in order to effect any repairs from the deposit or to add such amount to the owner's levy account.

#### ***INTERNAL ALTERATIONS OR RENOVATIONS***

- (11) In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves internal 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) The owner shall obtain an Application to make Alterations or Renovations Form as provided for in conduct rule 4 which shall be

completed and submitted to the trustees for their consideration and approval.

- (b) After receipt of the application and any other information required by the trustees they shall, as soon as is reasonably possible, consider the application, reach a decision, and advise the applicant of such decision.
- (c) A deposit as determined by the trustees from time to time, shall be payable by the owner, before any work may commence. If any damages to the common property should result by virtue of any work done, or should any penalties be imposed for a breach of any rule or condition, the trustees shall be entitled to deduct such amount in order to effect any repairs from the deposit or to add such amount to the owner's levy account.

#### ***ALL ALTERATIONS, ADDITIONS OR RENOVATIONS***

- (12) In respect of all work done at the instance of an owner of a section, the following shall apply: -
- (a) The owner shall liaise 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 renovations contemplated in this Rule shall be conducted strictly in accordance with these rules and the conditions contained in the Application to Make Renovations Form as provided for in conduct rule 4.
  - (c) All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.
  - (d) The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case may be), for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising therefrom.
  - (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, a temporary meter to be utilised
  - (f) Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 09h00 to 17h00 on weekdays but not at all on Saturdays, Sundays and public holidays. No noise from drilling or hammering will be permitted except between the hours of 12h30 to 13h30 only.
  - (g) There shall be no workmen on site between 18h00 and 07h00 on weekdays or at all on Saturdays, Sundays and public holidays unless authorised by the trustees in writing.
  - (h) 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.

- (i) Any deposit payable in terms of this Rule shall be paid before commencement of work and shall be repayable 30 (thirty) days after completion, subject to any deductions made by the trustees.
  - (j) The owner shall ensure that debris, rubble, equipment, tools and materials are removed from the common property on a daily basis. Should the owner fail to remove rubble, the trustees 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.
  - (l) The owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.
- (13) If any work done by or on behalf of an owner in pursuance of the provisions of this Rule 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 deducted from his or her deposit or added to his or her levy account.
- (14) 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 his 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 owner's failure and to recover the reasonable cost of doing so from such owner.
- (15) For the purposes of this Rule, the trustees shall have the discretion to decide what constitutes a 'minor alteration or addition,' 'structural alteration or renovation' or 'internal alteration or renovation' subject to any Directives that may be given by members at a general meeting, by majority vote.

## **9. APPEARANCE FROM THE OUTSIDE**

- (1) The owner or occupier of a section shall not place or do anything on any part of the common property, or a section, including but not limited to balconies, patios, stoeps and gardens 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 7 (seven) days of taking occupation. All linings to curtains or blinds, when viewed from outside, must be acceptable to the trustees in their discretion.

## **10. SIGNS AND NOTICES**

- (1) No owner or occupier of a section shall place any sign, notice, flag, 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. All owners are solely responsible for their own entrance signage.

#### **11. 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) An owner or occupier shall remove all items when clearing his post-box and shall dispose of any unwanted items in a suitable refuse container.

#### **12. LAUNDRY**

- (1) An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his or her own washing lines, nor hang any linen or clothing on the outside of any section, on the common property, balcony, balcony encroachment or patio so as to be visible from outside the buildings or from any other section.
- (2) Carpets and mats shall not be shaken or dusted or beaten over the balconies or through windows.
- (3) Notwithstanding sub-rule (1) an owners and occupiers of sections may hang linen or clothing in such area or areas designated by the trustees for such purpose.

#### **13. INSURANCE**

- (1) An owner or occupier shall not keep or store any hazardous material in a section or on the common property, 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.
- (2) The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times, be the sole responsibility of the owner in question.
- (3) All owners must notify the trustees accordingly if any gas facilities are used for Insurance purposes. Gas certificates / renewals must be issued and sent to the trustees to keep on record.

#### **14. LETTING AND OCCUPANCY**

- (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, or the absence of provisions, in any lease or any grant of rights of occupancy.
- (2) Within 30 days of entering into a lease agreement, whether in writing or verbal, the owner shall notify the trustees of: -
  - (a) the full names, identity numbers and contact telephone numbers of the lessee(s) and other occupiers of the section;
  - (b) the duration of the agreement; and

- (c) the address and telephone number(s) of the owner.
- (3) An owner may only let or part with the occupation of his section provided that:
- (a) no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the body corporate, hereunder or in terms of the rules or any house rules made in terms thereof or of the Act;
  - (b) as a condition precedent to any such letting and/or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is given as the case may be an undertaking in favour of the body corporate that such lessee or person shall duly observe all the provisions and conditions as are contained in the rules and in the Act. Such undertaking shall be in terms as the trustees shall from time to time require and it shall be lodged in writing with the trustees prior to such lessee or person being given occupation in the section.
- (4) No owner, tenant (lessee) or occupier of a section shall allow more two persons per bedroom to reside in a section at any one time.
- (5) Notwithstanding sub-rule (4), 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 30 (thirty) days at a time and not for an aggregate period of more than 50 (fifty) days in any calendar year.
- (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 or her section.
- (7) 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.
- (8) No section may be leased to any person for a period of less than 3 (three) months.

## **15. 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.

## **16. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS**

- (1) All owners and occupiers (and their respective contractors, employees, guest and visitors) of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof with all services, facilities

and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the Building and in accordance with the rules and of the provisions of the Act.

- (2) Except for a sale in execution of a unit, no auction, jumble or similar sales or exhibitions, shall be held on the common property or in a section, nor may any section be used for any purposes that it was not intended for.
- (3) An owner or occupier will be responsible for adequate supervision of his or her children, or children of their visitors, and shall foresee that no nuisance is caused or common property damaged.
- (4) An owner shall at all times maintain his section in good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewer and sanitary equipment and connections, and repairs of whatsoever nature including repairs, maintenance and replacement doors and windows. An owner or occupier of a section shall ensure that any broken window pane is replaced, at his or her own cost, within 3 (three) days of breaking from whatsoever cause.
- (5) No owner shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the sections. No games, bicycle riding, skateboard riding, roller skates or recreational activities of any nature shall be permitted on any part of the common property, unless authorised by the trustees.
- (6) The throwing of stones or other solid objects on the common property is prohibited.
- (7) In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner or occupier or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.
- (8) The body corporate or its agent's representatives or domestic employees 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.
- (9) An owner shall not store or leave or allow to be stored or left any article or thing in any part of the common property except with the written consent of the trustees first having been had and obtained.
- (10) Braai or cooking on a balcony will only be allowed by way of a Kettle Braai.
- (11) An owner shall take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their sections.
- (12) Subject to the provisions of Management Rule 78, no owner of an exclusive use area shall use such area for any purpose other than for the purpose indicated on the relevant Sectional Title Plan or as otherwise provided for in these Rules.
- (13) Storerooms, toilets and exclusive use areas (if any) may only be used by or let to owners or lawful occupiers of sections.

## **17. NOISE, DISTURBANCE AND NUISANCE**

- (1) No owner or occupier may permit anything to be done in his or her section, exclusive use 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 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.
- (2) All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of the trustees. Particularly on Sundays and between the hours of 22h00 and 07h00 on weekdays, 24h00 and 07h00 on Saturdays, owners and occupiers shall maintain quietness in their sections, exclusive use areas and on the common property.
- (3) 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.
- (4) 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.

## **18. SECURITY, SAFETY AND RISK**

- (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 must -
  - (a) ensure that upon entering or leaving the premises or garage, all security doors and gates and garage doors are properly closed;
  - (b) ensure that such doors and gates are never opened for unknown or uninvited persons;
  - (c) report unauthorised traders, hawkers or others found causing a nuisance on the premises forthwith to one of the trustees;
  - (d) must be vigilant and report any suspicious persons/behaviour to the trustees or armed response'
  - (e) ensure that they have sufficient keys or access tags in order not to disturb other occupiers when letting themselves or their visitors in;
  - (f) comply with any further security measures or Directives implemented by the trustees from time to time; and
  - (g) ensure that their guests, visitors, employees and contractors comply with the security measures implemented 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.

**19. EMPLOYEES**

- (1) Owners and occupiers of sections may not request employees of the body corporate to perform any task for them during their working hours.
- (2) Owners and occupiers may not interfere with body corporate employees in the performance of their duties and must give their full co-operation to such employees.
- (3) An owner or occupier shall be responsible for the conduct of their own employees, and for any persons visiting his or her employees.
- (4) Owners and occupiers shall ensure that their employees do not loiter on the common property or apply to other owners or occupiers of sections for work or donations without the consent of such other owner or occupiers.
- (5) Owners or occupiers shall ensure that their employees comply with the Conduct Rules and Directives.

**20. GARDEN**

- (1) No plant or flower may be picked from nor any damage caused to the planters on the common property.

**21. FURNITURE REMOVAL**

- (1) Moving of furniture or any heavy or bulky articles through the foyer must be done by prior arrangement with the trustees or supervisor who can monitor that no damage is done to the foyer doors.

**22. FIRE SAFETY EQUIPMENT**

- (1) Fire safety equipment is only to be used in cases of emergencies for extinguishing fires or in a fire practice drill organised by the trustees.
- (2) Subject to sub-rule (1) fire hydrants may not be removed, damaged or tampered with. Offenders will be held liable for cost of repair and/or replacement if necessary.

**23. COMPLAINTS**

- (1) All complaints are to be submitted to the trustees or managing agent in writing who shall investigate the matter and notify the owner or occupier in writing of the outcome thereof.
- (2) Notwithstanding sub-rule (1) the trustees may issue Directives, from time to time, as to where complaints may be sent or delivered to.

**24. RELAXATION OF RULES**

- (1) No indulgence or relaxation in the application of these Conduct Rules, shall constitute a waiver or consent, or prevent the enforcement thereof by the trustees.

## 25. IMPOSITION OF PENALTIES

- (1) If an owner or an occupier of a section, or his or her employee, contractor, visitor or guest, disobeys or disregards (contravenes) a Management Rule, Conduct Rule, or any condition imposed in terms thereof, or a condition contained in the Application to Make Alterations or Renovations Form, the trustees, or any such other person authorised by them, may furnish the owner and occupier (if applicable) with a written notice in terms of which a provisional warning or penalty is imposed. The notice may be delivered by hand, registered post, facsimile or e-mail and shall specify the date of the contravention and sufficient details pertaining thereto.
- (2) The owner and occupier (if applicable) may, within 30 days of sending or delivery of the notice, request that he or she be afforded the opportunity to address the trustees. Within 30 days of receipt of such request by the owner or occupier the trustees shall arrange a trustees' meeting whereat the owner and/or occupier must be given the opportunity to:-
  - (a) present his or her own case;
  - (b) present any evidence, including calling of witnesses, to substantiate his or her case;
  - (c) cross-examine any witnesses called on behalf of the body corporate;
  - (d) view any relevant documents.
- (3) The trustees may appoint an independent chairman, who need not be a trustee or member of the body corporate, to chair the trustees' meeting referred to in sub-rule (2) and make a recommendation to the trustees.
- (4) Notwithstanding sub-rule (2) the owner and/or occupier may, within 30 days of sending or delivery of the notice referred to in sub-rule (1), dispute the imposition of the warning or fine by submitting written representations to the trustees which must contain sufficient details for the trustees to consider the matter.
- (5) After the trustees' meeting referred to in sub-rule (2) or submission of representations referred to in sub-rule (4), the trustees may:
  - (a) withdraw the warning or penalty; or
  - (b) confirm the warning or penalty; or
  - (c) reduce the amount of the penalty.

Any decision of the trustees made in this regard shall be communicated to the owner and occupier (if applicable) in writing.
- (6) Should the owner or occupier not attend the trustees' meeting referred to in sub-rule (2) without providing a reasonable request for postponement, the trustees may, in their sole discretion, continue with the meeting and impose a warning or penalty in the owner and/or occupier's absence.
- (7) Should the owner and/or occupier fail to request an opportunity to address the trustees, or submit written representations, within 30 days of date of delivery or the sending of the notice referred to in sub-rule (1), it shall be regarded as acknowledgement of guilt and the warning or penalty shall be final and binding upon the owner. In exceptional circumstances the trustees may waive non-compliance with the period prescribed in sub-rules (2) and (4).

- (8) In considering the procedure pertaining to any sanction imposed in terms of this rule the trustees shall refer to the Penalties Schedule as amended from time to time by the owners in general meeting by way of an ordinary majority vote. The Penalty Schedule shall be used as a guideline only provided that the trustees may not impose a higher penalty as indicated in the schedule. A subsequent penalty may be imposed for the same offence or for an offence similar in nature if committed within a period of 12 (twelve) months of the previous offence.
- (9) Any penalty imposed in terms of this rule may if it is not paid within 14 (fourteen) days after the offender and owner (if the offender is not an owner) has been notified of the imposition of the penalty, 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 instalments payable by the owner.
- (10) The imposition of a penalty upon any owner does not affect the right of the body corporate to obtain an appropriate court order or arbitration award and the trustees may elect, on behalf of the body corporate, to impose any one or more options.
- (11) Except in cases where a unanimous or special resolution is required in terms of the Act, should three or more penalties be imposed upon an owner or occupier of a section during the course of any financial year the owner shall be regarded to be in persistent breach of the rules and not be entitled to exercise his or her vote at the next annual general meeting or any special general meeting held prior to that.
- (12) Any contravention involving a trustee or his or her occupier shall preclude such trustee from voting or partaking in any proceedings of the trustees forthcoming in terms of this rule.
- (13) The provisions of this rule shall not apply to the clamping of vehicles as provided for in Conduct Rule 7(16). The trustees may, in their sole discretion, proceed to clamp a vehicle or impose a penalty in terms hereof.
- (14) In the event that an owner or occupier fails or refuses to rectify any *continuous contravention* within the period specified in the Penalties Schedule, a penalty (if a warning was initially imposed), subsequent penalty (if a penalty was initially imposed) or a further subsequent penalty may be imposed upon him or her. A *continuous contravention* for purposes hereof shall mean one transgressing act which is continuous and not immediately rectified by the offender.