
CONDUCT RULES

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

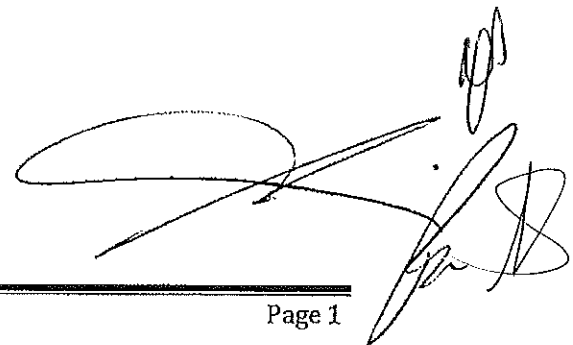
for the use and enjoyment of the sections and common property of

THE BODY CORPORATE OF THE

WATERGATE

SECTIONAL TITLE SCHEME

SS No. 129/1987

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These rules shall not be added to, amended or repealed except in accordance with section 35(2)(b) of the Act, and subject to the provisions of section 35(3) and (5) of the Act.

2. BINDING NATURE

- (1) These rules, the management rules and the Act and the duties of an owner of a section in relation to the use and occupation of his section and the common property shall be binding on the owner and the occupier of the section, and the family members, guests, visitors, domestic workers, contractors and agents of the owner or of the occupier of the section.
- (2) It shall be the duty of the owner to ensure compliance with these rules, the management rules and the Act by the occupiers of his section, including by the family members, guests, visitors, domestic workers, contractors and agents of the owner or of the occupiers of his section.
- (3) The owner is liable to the body corporate for any damages caused to the common property by the occupiers of his section, including by any family members, guests, visitors, domestic workers, contractors and agents of the owner or of the occupiers of his section.

3. INTERPRETATION

In the interpretation of these rules, unless the context otherwise indicates:

- (1) 'Act' means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force thereunder, and subsequent to the date of its coming into effect, the Sectional Titles Schemes Management Act, 2011 (Act 8 of 2011) as amended from time to time, and any regulations made and in force thereunder. Any reference to a section of the Act herein shall, subsequent to said date, be deemed to be a reference to a corresponding section in the latter act.
- (2) 'All alterations' means damage to, alterations to, attachments, additions and devices to the common property and/or to the exterior of a building and structural alterations in terms of conduct rule 9.
- (3) 'Agent' means an estate agent or letting agent.
- (4) 'Body corporate' means the Body Corporate of the Watergate Sectional Title Scheme, SS No. 129/1987.
- (5) 'Building' means a building in the scheme.
- (6) 'Contractor' means any artisan, builder, electrician, plumber or other person appointed by an owner or occupier to perform work to his section and/or the common property.
- (7) 'Exclusive use area' means a part or parts of the common property for the exclusive use by the owner or owners of one of more sections.
- (8) 'Letting agent' means a company or person who lets a section to a tenant on behalf of an owner.
- (9) 'Local Authority' means the City of Cape Town or its successors in title or assigns.
- (10) 'Nuisance' means any conduct, act, omission or condition, which in the opinion of the trustees is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of, or which adversely affects the safety, of an owner or occupier, having regard to the reasonableness of the activities in question in the section, on the exclusive use area, or on the common property, and the impact which result from these activities, and the noise related to these activities.

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- (11) 'Occupier' means the tenant or other occupier of a section.
 - (12) 'Owner' means the registered owner of a section.
 - (13) 'Scheme' means the Watergate Sectional Title Scheme, SS No. 129/1987.
 - (14) 'Section' means a section shown as such on the sectional plans of the body corporate.
 - (15) 'Renovations' means an internal redecoration or refurbishment of the existing décor or interior of a section, including the replacement, removal or creation of internal fittings such as kitchen- and other cupboards, sanitary ware and floor coverings.
 - (16) 'Structural alteration' means an alteration which is of a permanent nature and which alters the form, structure or essential framework of a building on the inside or outside thereof, and the following shall be regarded as a structural alteration:
 - (a) the removal, reconstruction and/or construction of a floor (concrete slab), wall or ceiling of a section which forms the boundary between the section and the common property or a part of such floor (concrete slab), wall or ceiling, including the drilling into of any concrete slab;
 - (b) alterations to the pipes, wires, cables and ducts in respect of a section and/or the common property;
 - (c) the removal, reconstruction and/or construction of a building or building improvement in respect of a section and/or the common property;
 - (d) the extension of the boundaries or floor area of a section;
 - (e) the subdivision of a section;
 - (f) the destruction of a section or a part thereof; and
 - (g) the consolidation of two or more sections.
 - (17) 'Tenant' means the tenant or lessee who rents a section from an owner or through a letting agent.
 - (18) 'These rules' means these conduct rules.
 - (19) 'Trustees' means the trustees of the body corporate.
 - (20) The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of these rules.
 - (21) Words and expressions to which a meaning has been assigned in the Act, the management rules and/or these rules shall bear the meaning so assigned to them.
 - (22) Words importing:
 - (a) the singular number only shall include the plural, and the converse shall also apply;
 - (b) the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders;
 - (c) a reference to natural persons shall also include partnerships, trust and juristic persons and the converse shall also apply; and
 - (d) a reference to 'common property' shall include exclusive use areas.
 - (23) 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 proclaimed public holiday.
 - (24) Where numbers are expressed in words and in numerals in these rules, the words shall prevail if there is any conflict between the two.

4. DIRECTIVES

- (1) The trustees may from time to time issue Directives in respect of these rules. The trustees may through their Directives disclose information in respect of the interpretation of these rules and the practical application thereof. The conditions, application forms and amounts of the penalties which the trustees may from time to time prescribe in terms of these rules, may be incorporated in the Directives.
- (2) The Directives shall not be in conflict with any management rule or conduct rule.
- (3) The trustees shall not create new conduct rules through their issuing of Directives.

5. GUIDELINES

- (1) The trustees may compile Guidelines for the body corporate to control the design and appearance of the buildings, building improvements and structures on the premises and all alterations in terms of conduct rule 9.
- (2) The Guidelines may contain specifications and sketch plans as to the nature, design, material, colour and manner of installation required for the alterations, additions, attachments and devices referred to in conduct rule 9 and to ensure the uniformity of construction of the buildings, building improvements, structures and other alterations.
- (3) The Guidelines may be amended from time to time by the trustees, subject to any directions given or restrictions imposed by the members of the body corporate at a general meeting by ordinary majority resolution.

6. PROHIBITION AGAINST THE KEEPING OF ANIMALS, REPTILES OR BIRDS

- (1) An owner or occupier shall not keep any animal, reptile or bird in a section or on the common property.
- (2) Guests are not permitted to bring pets onto the premises of the scheme.
- (3) The feeding of wild life or wild birds is prohibited in a section or on the common property.

7. REFUSE DISPOSAL

- (1) An owner or occupier shall:
 - (a) maintain in an hygienic and dry condition, a refuse bin within his section, his exclusive area or on such part of the common property as may be authorized by the trustees in writing in their Directives;
 - (b) deposit his refuse in suitable, strong plastic bags (refuse bags) and in the case of tins or other containers, ensure that they are completely drained before being deposited into a refuse bag, and in case of broken glass, ensure that the glass is securely wrapped in newspaper, before being deposited into a refuse bag;
 - (c) for the purpose of having his refuse collected, deposit his refuse bags into a refuse bin available within the building, the refuse bin area or within the parking area.
 - (d) support any recycling initiative that may be introduced by the Local Authority and/or the trustees, by placing all recyclable refuse in the containers that may be provided for this purpose.
- (2) Refuse bags may only be placed into the refuse bins, provided by the body corporate and no refuse bags may be placed on the common property contrary to sub-rule (1)(c) or the Directives of the trustees.

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- (3) Large items that do not fit into a refuse bin, will not be removed by the Local Authority and therefore owners and occupiers must remove such items themselves and not leave any such items on any part of the common property.

8. VEHICLES

- (1) An owner or occupier shall park or stand his vehicle in the garage or on the parking bay owned by him or rented by him. Garages and parking bays may only be rented by owners or occupiers of sections.
- (2) Subject to sub-rules (1) and (2), no owner or occupier shall park or stand a 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.
- (3) No trucks, caravans, trailers, boats or heavy vehicles may be parked on the common property without the written consent of the trustees.
- (4) No vehicle may be parked or placed so as to obstruct the movement of pedestrians or other vehicles on the common property or so as to impede the use of a garage or parking bay.
- (5) The trustees may cause a vehicle, which is parked, standing or abandoned on the common property contrary to these rules or without the trustees' consent, to be removed or towed away, or its' wheels to be clamped, and only release a vehicle upon payment of a release fee, as may from time to time be prescribed by the trustees.
- (6) Owners and occupiers shall ensure that their vehicles do not drip fuel, oil or brake fluid on to the common property or in any other way deface the common property.
- (7) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- (8) Severely damaged or neglected vehicles and vehicles that are not in general use or that are not roadworthy may not be parked or left on the common property, without the written consent of the trustees, and subject to the conditions imposed by the trustees.
- (9) No person may sleep or overnight in a garage or in any area other than in a residential section, reflected as such on approved building plans.
- (10) Garages shall primarily be used for the storage of vehicles, and shall not be used exclusively for the storage of goods. Owners and Occupiers shall ensure that the doors to their garages are ordinarily kept shut.
- (11) Owners and occupiers shall observe the road signs on the common property and keep proper lookout for other vehicles, pedestrians, children and animals. Owners and occupiers shall not exceed the speed limit of 15 kilometres per hour when driving a vehicle on the common property. Owners and occupiers shall not drive a vehicle on the common property in a manner which is dangerous, reckless or negligent. No vehicle may be driven on the common property by any person who does not possess a valid driver's license.
- (12) Owners and occupiers shall not use their vehicles in such a manner which causes a nuisance or disturbance to other owners or occupiers. In particular motor radios may not be heard outside vehicles and the hooters of vehicles may not be sounded on the common property, except in the event of an immediate imminent danger or in an emergency. Vehicles may not be driven on the common property with the head lights on bright.

9. DAMAGE TO, ALTERATIONS TO, ATTACHMENTS TO, ADDITIONS AND DEVICES ATTACHED TO THE COMMON PROPERTY AND/OR TO THE EXTERIOR OF A BUILDING, RENOVATIONS TO SECTIONS, STRUCTURAL ALTERATIONS TO SECTIONS AND/OR THE COMMON PROPERTY, AND MAINTENANCE

DAMAGE TO, ALTERATIONS TO, ATTACHMENTS TO, ADDITIONS AND DEVICES ATTACHED TO THE COMMON PROPERTY AND/OR TO THE EXTERIOR OF A BUILDING

- (1) An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property or the exterior of a building without first obtaining the written consent of the trustees.
- (2) Notwithstanding sub-rule (1), an owner or person authorised by him, may install:
 - (a) any locking device, safety gate, burglar bars, or other safety device for the protection of his 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 occupier shall not construct or erect any radio aerial, television aerial, satellite dish, communication equipment, glass panel, photovoltaic panel, panel of a solar geyser, air conditioner, solar heating system, chimney, blind, shade cover, canopy, awning or any other attachment, addition or device, to or on any part of the common property or any part of the exterior of a building, including on a balcony, without the written consent of the trustees, and their approval of the nature, design, the manner and place of, installation of the attachment, addition or device.
- (4) To obtain the written consent of the trustees in terms of sub-rules (1), (2) and (3), the owner shall apply to the trustees in writing. The application shall be accompanied by sufficient plans and specifications that explain the nature, design, shape, size, material, colours and place of installation of the proposed alteration, attachment, addition or device. The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent.

RENOVATIONS TO SECTIONS

- (5) An owner shall comply with the following provisions regarding renovations to his section:
 - (a) An application to proceed, with specifications, time frame, and if applicable a sketch plan, of the proposed renovations must be submitted to the trustees, to obtain their consent to proceed.
 - (b) The trustees shall convey their consent to proceed within fourteen (14) days of receipt of the application. The trustees may attach reasonable conditions to their consent.
 - (c) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

STRUCTURAL ALTERATIONS TO SECTIONS AND/OR THE COMMON PROPERTY

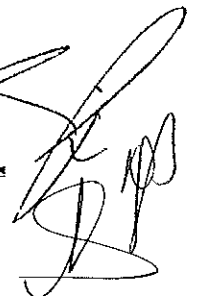
- (6) An owner shall comply with the following provisions to obtain the written consent of the trustees for structural alterations to his section and/or the common property:
 - (a) Submit an application, plans of the proposed structural alterations and any other additional documents that may be required by the trustees, to the trustees.

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- (b) Pay the deposit as determined by the trustees to cover the body corporate against any damages occurring to the common property during construction and any costs that may be incurred by the body corporate as a result of construction.
- (c) Pay the submission fee (if any) as determined by the trustees, including the scrutiny fee payable to the architect appointed by the trustees (if applicable).
- (7) Upon receipt of the application, the trustees shall consider the application and shall advise the owner or applicant, should they require any further documentation or information. If considered necessary by the trustees, the trustees may request the owner to furnish them with a report by a structural engineer advising that the proposed structural alterations will not detrimentally affect the structural integrity of the building. If considered necessary by the trustees, they may consult with an architect, engineer, legal advisor or other professional consultant regarding the proposed structural alterations. The costs of the consultation may be recovered from the owner, if the consultation is arranged with his knowledge.
- (8) If the trustees are satisfied that the proposed structural alterations are aesthetically acceptable and do not impair the structural integrity or harmonious appearance of the building/s, for the purposes of which the trustees shall be the sole judge and their decision shall be final and binding on the owner, the trustees may grant their written consent to the owner and approve the building plans or other plans. The trustees may attach reasonable conditions to their consent. If the trustees refuse their consent, they shall give reasons for their refusal.
- (9) Once the trustees have approved the plans, the owner shall submit the plans to the Local Authority for approval, where applicable. Once the Local Authority has approved the plans, a copy of the approved plans must be submitted to the trustees, to obtain their consent to proceed with the structural alterations.
- (10) If required in terms of the Act, the owner shall obtain the authorisation of the members of the body corporate for the structural alterations. The members of the body corporate may impose reasonable conditions when granting their authorisation.
- (11) The owner shall appoint suitably qualified or experienced contractors, especially in respect of plumbing, electrical and waterproofing work. The owner shall appoint a suitably qualified or experienced architect, builder and/or structural engineer in respect of structural alterations.
- (12) The owner or his contractor shall take out appropriate insurance for the duration of construction of the structural alterations, if required by the trustees.
- (13) The owner and his contractor shall adhere to the provisions of the Occupational Health and Safety Act, No. 85 of 1993. The owner and his contractor shall make provision for fire prevention and shall ensure that the safety of owners and occupiers are not compromised.
- (14) The owner and his contractor shall comply with the requirements of the Local Authority and the regulations to the National Building Regulations and Building Standards Act, No. 93 of 1977, as amended and any other relevant legislation and regulations.
- (15) The owner shall ensure that the structural integrity of the building is not compromised.
- (16) Upon completion of the structural alterations, the owner shall notify the trustees, who shall arrange for an inspection, before refunding the deposit (without interest) to the owner, subject to any deductions that may be made for costs and damages in terms of these rules.

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- (17) If required in terms of the Act, the owner shall ensure that the structural alteration is registered in the Deeds Registry.

ALL ALTERATIONS IN TERMS OF THIS RULE

- (18) An owner shall, in respect of all alterations in terms of this rule, comply with the following provisions:
- (a) An owner must liaise with the trustees concerning all aspects of the daily building operations, including the security measures applicable, and shall furnish them with the contact details of their contractors.
 - (b) An owner must comply with the provisions of these rules, the Guidelines (if applicable), and any conditions prescribed by the trustees or by the members of the body corporate.
 - (c) An owner must ensure that the harmonious appearance of the buildings is not compromised. All doors, windows and other external fittings being installed must conform in outward appearance to, or be of a similar standard and appearance as, such items generally installed elsewhere in the buildings.
 - (d) Any work by contractors or workmen must be performed between 08h00 and 17h00 on weekdays, and not on Saturdays, Sundays or on public holidays. No work is allowed outside these hours, except:
 - (i) emergency repairs;
 - (ii) internal repairs and minor alterations inside sections which are personally performed by owners or occupiers, with the minimal nuisance to other owners or occupiers; and
 - (iii) work specifically authorised in writing by the trustees.
 - (e) The common property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds.
 - (f) The electricity supply of the body corporate may only be used with the consent of the trustees and subject to payment of the costs of such usage.
 - (g) All work must be performed with the minimum of discomfort, disturbance, obstruction or nuisance to other owners or occupiers and shall complete the work as soon as possible within the timeframe specified by the trustees, if any.
 - (h) An owner must ensure that his workers and contractors comply with the relevant provisions of these rules.
- (19) An owner accepts responsibility, and shall be liable to the body corporate (or to other owners, as the case may be), for any damage caused by him or by his contractors or workers, to the common property (or to other sections) and indemnifies the body corporate against such damage or any claims arising therefrom. If an owner or his contractor or worker damages the common property during construction, the trustees may appoint an independent contractor to repair the damage and recover the costs of repairs from the owner concerned. The trustees may also utilise the deposit (if any) to defray the costs of repairs.
- (20) Should any work commence before the trustees have granted their consent, or should the scope of work be materially changed, the trustees may instruct the owner or his contractor to stop the work, until permission to continue with the work has been granted by the trustees and the trustees may impose a penalty on the owner in terms of conduct rule 24.



MAINTENANCE

- (21) An owner shall repair and maintain all alterations, attachments, additions or devices in respect of his section or the common property in a state of good repair at his own expense. If an owner fails to repair and maintain any alteration, attachment, addition or device in a state of good repair and any such failure persists for a period of 30 (thirty) days after written notice 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 doing so from such owner. This provision is also binding upon an owner's successor/s in title.
- (22) An owner shall repair and maintain his section (including the pipes, wires, cables and ducts in his section and used in connection with the enjoyment of his section) in a state of good repair as required by section 44(1)(c) of the Act. If an owner fails to repair or maintain his section in a state of good repair and any such failure persists for a period of 30 (thirty) days after written notice 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.

10. APPEARANCE FROM OUTSIDE

- (1) An owner or occupier shall not place or do anything on any part of the common property, including on any balcony, which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section or which is in contravention of the Guidelines.
- (2) Owners and occupiers shall ensure that sections are provided with adequate curtaining and linings or blinds. All linings to curtains and blinds, when viewed from the outside, must be white or cream or neutral in colour.

11. SIGNS AND NOTICES

No owner or occupier 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 being obtained, which consent may be given subject to conditions.

12. LITTERING

- (1) An owner or occupier shall not deposit, throw, or permit or allow to be deposited or thrown, on any part of the common property or the outside of a building any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. In particular, no cigarette but or other item may be thrown out of any window or from any balcony.
- (2) In the event of post boxes being introduced to the building, 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.

13. LAUNDRY

- (1) An owner or occupier shall not hang any washing or laundry or any other items on any part of a building, or on a section, or on the common property, so as to be visible from the common property or from any other section.
- (2) An owner or occupier may hang his washing or laundry on a laundry stand within his balcony, but no washing, laundry or towels shall be hung over any balcony railings.

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- (3) Carpets and mats may not be beaten through any window or on any balcony.

14. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- (1) An owner or occupier shall not store any material, or do or permit or allow to be done, any other act in a building 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 will or may lead to the insurance policy of the body corporate being suspended or cancelled or rendered void. If an owner or occupier contravenes this rule, the owner shall be liable to the body corporate for any damages arising from such contravention.
- (2) Any gas installation shall require the permission of the trustees, prior to installation.

15. SALE, LETTING OF UNITS AND RELATED MATTERS

- (1) An owner or his representative shall notify the trustees or managing agent in writing of the sale or alienation of his section, and shall furnish the trustees or managing agent with the contact details of the purchaser or transferee and any further information which the trustees may require.
- (2) An owner shall properly scrutinise intended tenants to ensure that they are suitable persons who should abide by the conduct rules.
- (3) Upon letting his section, the owner shall notify the trustees or managing agent in writing of the lease and provide the trustees with the contact details of the tenant and other occupiers and any further information as may be required by the trustees.
- (4) An owner shall provide his tenants with a copy of these rules. These rules must be incorporated into the lease agreement as an annexure thereto. The breach of these rules shall automatically constitute a breach of the lease agreement, and will entitle the owner to summarily terminate the lease agreement.
- (5) An owner shall ensure that his letting agent complies with the relevant provisions of this rule.
- (6) All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- (7) No owner or occupier shall allow more persons to reside in a section at any one time than:
- (a) Two (2) persons in respect of a bachelor or studio apartment or a one-bedroom section;
 - (b) Four (4) persons in respect of a two-bedroom section.
- (8) Notwithstanding sub-rule (7), with the prior written consent of the trustees, which may not unreasonably be withheld, an additional person or persons may be allowed to reside in a section temporarily, but not more than thirty (30) days at a time, subject to the reasonable conditions imposed by the trustees.
- (9) No form of 'time-sharing' in terms of the Property Time-Sharing Control Act, No. 75 of 1983 or any similar arrangement whereby a person other than the owner or his immediate family may utilize a section for a specified period or periods of time each year may be concluded in respect of a section.
- (10) Owners and occupiers shall primarily use their residential sections for residential purposes.

16. ERADICATION OF PESTS

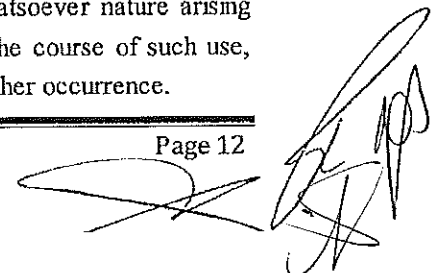
- (1) An owner shall keep his section free of rats, mice, lice, cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorised agents or employees, to enter his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests.
- (2) The costs of the inspection referred to in sub-rule (1) above, 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.
- (3) No animal or poultry may be slaughtered in a section, on an exclusive use area, or on any part of the common property.

17. USE OF THE COMMON PROPERTY AND FACILITIES

- (1) An owner or occupier or his visitors or guests shall use and enjoy the common property and the facilities in such a manner so as not unreasonably to interfere with the use and enjoyment thereof by other owners or occupiers.
- (2) Owners and occupiers must comply with the following provisions regarding the use of the lifts:
 - (a) Owners and occupiers must adhere to any displayed warning signs and conditions imposed by the trustees regarding the use of the lifts, and shall not exceed the maximum number of persons or weight limit when using a lift.
 - (b) No person may in any way overload a lift or otherwise damage the lift mechanism or the interior thereof.
 - (c) Owners and occupiers shall ensure that children under their supervision do not play in the lifts.
 - (d) When heavy goods, furniture or appliances are transported in a lift, protective blankets or other suitable material, must by prior arrangement with a trustee or the managing agent, be installed to protect the lift.
- (3) No smoking is allowed on the common property, including in a lift.
- (4) Owners and occupiers shall not leave obstructions to the vehicular- or pedestrian traffic on the common property. Bicycles, motorcycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property, without the permission of the trustees.
- (5) Owners and occupiers shall ensure that they do not damage the common property garden and flower beds. No trees, plants or shrubs may be planted on the common property without the consent of the trustees. Trees and shrubs may not be pruned and trees, plants and shrubs may not be removed from the common property without the consent of the trustees.

18. DISCLAIMER

- (1) All persons shall enter the common property and the buildings, at their own risk and shall make use of the common property and common facilities at their own risk.
- (2) No person shall have any claim against the body corporate of whatsoever nature arising from such use, or for anything which may befall a person during the course of such use, whether caused by human or animal agency, natural phenomena or other occurrence.



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- (3) The body corporate shall not liable be for any injury, loss or damages of any description which any person may sustain, physically or to his property, directly or indirectly, in a section, on an exclusive use area, or on the common property, or when using the common facilities.

19. NOISE 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 to any other owner or occupier or an invasion of his privacy.
- (2) Owners and occupiers shall particularly between 23h00 and 08h00 daily maintain quietness in their sections and on the common property and at all other times shall limit noise to a minimum.
- (3) Radio's, compact disc players, tapes, television, DVDs, musical instruments, vuvuselas and other devices may not be used so as to cause a nuisance to other owners or occupiers.
- (4) Children may not play on the walkways and stairs or disturb owners or occupiers in any manner.
- (5) Bicycles, skateboards, roller skates, roller blades and scooters may not be used and ball games may not be played, on the common property. No person shall cause or permit the hitting, striking, throwing or bouncing of any ball or other object against any wall.
- (6) No hobbies or other activities may be conducted on the common property which causes a nuisance to other owners and occupiers.
- (7) No group music sessions or any activities or hobbies which may cause an unreasonable disturbance to other owners or occupiers, may be carried on in sections or on the common property.
- (8) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a section or on the common property.
- (9) No firearms or pellet guns may be aimed or discharged in a section or on the common property, except in self-defence and related purposes.
- (10) Owners and occupiers shall properly control and supervise their children to ensure that they do not cause a nuisance to other owners and occupiers.
- (11) No hawkers, beggars or people looking for work may be allowed on the common property.
- (12) Hooters may not be sounded except in cases of emergency
- (13) Owners and occupiers shall be responsible to ensure that their family members, guests, visitors, contractors and agents comply with these restrictions.

20. SECURITY MEASURES

- (1) An owner and occupier shall apply to the trustees or managing agent for a remote control for the specific security gate where his garage or parking bay is situated.
- (2) Owners and occupiers shall in the interest of the safety and security of all owners and occupiers:
 - (a) ensure that, upon entering or leaving the common property, the relevant security gate or pedestrian gate is properly closed and that no unauthorised or unknown person enters the common property through such gate;
 - (b) never open a gate for an unauthorised of unknown person;

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- (c) report the presence of any suspicious person on the common property to a trustee or the manager;
 - (d) exercise proper control over their remote controls, to prevent the abuse thereof;
 - (e) report to the trustees or the manager should their controls be lost; and
 - (f) comply with all further security measures that the trustees may prescribe from time to time in their Directives.
- (3) A visitor, guest, worker, contractor or agent of an owner or occupier, shall contact the owner or occupier concerned through the intercom system or by telephone to obtain access to the common property.
 - (4) Owners and occupiers shall also bring these provisions to the attention of their visitors, guests, contractors and workers.

21. INSURANCE

- (1) Owners and occupiers must arrange their own insurance in respect of the contents of their sections.
- (2) It is the responsibility of the trustees to insure the buildings and improvements on the common property in accordance with the management rules. Any insurance claims against the body corporate's insurer will be handled by the managing agent with the approval of the trustees.
- (3) Although the body corporate is insured against the risk of geysers bursting or overflowing, it is the duty of the owner to maintain the geyser which serves his section. All insurance claims against the body corporate's insurer with reference to geysers, will be handled by the managing agent with the approval of the trustees.
- (4) An owner is responsible for any excess payment in respect of his section payable in terms of a contract of insurance entered into by the body corporate.

22. EMPLOYEES

- (1) Owners and occupiers shall not request body corporate employees to perform any task for them during their work hours.
- (2) Owners and occupiers shall not interfere with body corporate employees in the performance of their duties and must give their co-operation to such employees.
- (3) Owners and occupiers are responsible for the conduct of their domestic workers and shall ensure that they comply with these rules and do not loiter on the common property.

23. CONTRAVENTION OF THESE RULES, THE MANAGEMENT RULES OR THE ACT

- (1) If an owner or occupier or the family members, guests, visitors, domestic workers, contractors or agents of an owner or occupier contravene/s a provision of these rules, the management rules or the Act, the trustees shall be entitled, without prejudice of the other rights of remedies which the body corporate may have in law, or in terms of the Act, any other act, the management rules or these rules, including to claim compensation for damages, to:
 - (a) enter the section, exclusive use area and/or the common property to take such action as may be reasonably required to remedy the contravention and hold the owner of the section liable for the costs incurred in this regard; and/or
 - (b) bring a court application for a suitable order; and/or
 - (c) institute arbitration proceedings; and/or

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- (d) apply to the applicable Ombud for a suitable order, as soon as the Ombud Service is in operation; and/or
 - (e) institute mediation proceedings or expert intervention; and/or
 - (f) impose a penalty on the owner of the section.
- (2) Aforesaid provisions may, where applicable, also be applied to occupiers of sections.

24. IMPOSITION OF PENALTIES

- (1) If the conduct of an owner or occupier or the family members, guests, visitors, domestic workers, contractors, or agents of an owner or occupier constitute/s a nuisance in the opinion of the trustees, or a contravention of a provision of these rules, the management rules or the Act, the trustees may issue the owner with a written notice, informing him of the nuisance or contravention and warning him that should he fail to remedy the contravention or should he or the persons persist or repeat the conduct or contravention, a penalty will be imposed on him. If the owner fails to remedy the contravention or if he or such other persons persist or repeat the conduct or contravention, notwithstanding written notice given by the trustees, the trustees may impose a penalty on the owner. If the specific conduct necessitates the imposition of a summary penalty in the opinion of the trustees, the trustees may summarily and without warning, by written notice impose a penalty on the owner, which notice shall state the reasons for the imposition of the penalty.
- (2) The penalty imposed under sub-rule (1) above, shall become due on the date of the written notice and must be paid within 30 (thirty) days from the date of the written notice. Should the penalty remain unpaid it shall be added to the owner's levy statement and shall be recovered from the owner of the section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- (3) The trustees shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the trustees at a general meeting.
- (4) A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- (5) An owner may within 30 (thirty) days of the date of the written notice in terms of sub-rule (1), submit an objection, with a motivation, against the penalty imposed, to the trustees.
- (6) Upon receipt of the objection, the trustees may:
 - (a) Withdraw or reduce the penalty; or
 - (b) Schedule a trustees' meeting (hearing) for the purpose of considering the objection and invite the owner to attend, and/or to be represented.
- (7) At the trustees' meeting (hearing) referred to in sub-rule (6)(b) above, the owner or his representative shall have the right to:
 - (a) Present his case;
 - (b) Present any evidence, including the calling of witnesses, to substantiate his case;
 - (c) Cross-examine any person called as witness in support of the charge;
 - (d) Have access to documents produced in evidence; and
 - (e) Produce mitigating factors.

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- (8) The failure of the owner charged or his representative to attend the trustees' meeting referred to in sub-rule (6)(b) shall not render the proceedings at the meeting void. Should the owner or his representative not attend the trustees' meeting without providing a reasonable request for postponement, the trustees may, in their sole discretion, continue with the trustees' meeting and consider the objection in the absence of the owner.
 - (9) Upon the conclusion of the trustees' meeting, the trustees shall deliberate the evidence and if so resolved, they may:
 - (a) Uphold the penalty; or
 - (b) Withdraw or reduce the penalty.
 - (10) Should the owner not agree with the decision of the trustees in terms of sub-rule (9) the owner may request that the trustees refer the matter to a general meeting of the members for their decision, without prejudice to any other rights or remedies, which the owner may have in law, or in terms of the Act or the management rules.

25. COMPLAINTS

- (1) Owners and occupiers must notify the trustees or the managing agent in writing of any complaints, requests or problems, they experience in respect of a building, the scheme or with regard to any other owner or occupier.
- (2) Owners and occupiers must immediately notify the managing agent of any defect or damages to the common property or to their sections, arising from the common property or from other sections.

26. WRITTEN CONSENT OF THE TRUSTEES

Whenever the written consent of the trustees is required in terms of these rules, application for such consent must be made in writing and the applicant shall furnish the trustees with all the information, details and documentation, as required by them. The written consent of the trustees in terms of these rules or the withdrawal thereof shall be in such format as the trustees shall from time to time determine. The trustees may attach reasonable conditions to their consent. The trustees may summarily withdraw their consent, in the event of non-compliance with any of their conditions. When withdrawing their consent, the trustees shall notify the owner or occupier in writing and furnish him with reasons for their decision.

27. WRITTEN NOTICES

- (1) A written notice in terms of these rules must be in such format as the trustees may from time to time prescribe.
- (2) A written notice will be regarded as having been properly delivered, if:
 - (a) delivered to the owner of the section by hand, in which event it shall be regarded as having been received on the date of delivery, or
 - (b) delivered by registered post to the owner of the section to his *domicillium citandi et executandi*, in which event it shall be regarded as having been received on the 4th day after the date of posting, or
 - (c) delivered by fax or e-mail to the owner of the section, in which event it shall be regarded as having been received on the date of transmittal.

28. DAMAGES

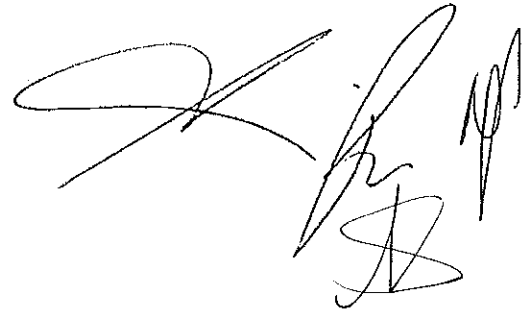
Owners and occupiers must exercise proper cause so as not to damage the common property, including the lifts, security gates, fire fighting equipment and other equipment of the body corporate. If an owner or occupier or the family members, guests, visitors, domestic workers, contractors or agents of an owner or occupier cause damage the common property, the owner of the section concerned shall be liable to the body corporate for the damages. The compensation for the damages shall be regarded as a levy and may be added to the owner's levy statement and may be recovered from the owner as a levy debt, together with interest at the rate applicable to arrear levies.

29. LEGAL COSTS AND OTHER COSTS

- (1) An owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the body corporate in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such owner to the body corporate in terms of these rules, or in enforcing compliance with these rules.
- (2) Any costs incurred by the trustees in terms of these rules, shall be regarded as a levy and may be added to the levy account of the specific owner, who was/is liable for the costs in terms of the rules, and may be recovered from the owner as a levy debt, with interest at the rate applicable to arrear levies.

30. RELAXATION OF RULES

No indulgence or relaxation in the application of these rules shall constitute a precedent, waiver or consent, or prevent the enforcement thereof by the trustees.

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