

THE SQUARE ON TENTH

SECTIONAL TITLE SCHEME

CONDUCT RULES

1. APPLICABILITY

- 1.1 These Conduct Rules, the provisions of Management Rules 68, and of Section 44 the Sectional Title Act No. 95 of 1986, as amended from time to time, are applicable to and binding upon all Owners of Units, Tenants and other Occupiers of Units.
- 1.2 It shall be the responsibility of an Owner to ensure compliance with the Conduct Rules by all Occupiers of his Unit, and his or their visitors, guests, employees and contractors.
- 1.3 The Trustees shall, in accordance with the Management Rule 31(5), be entitled to recover all legal costs (including costs usually regarded as attorney and client costs) incurred by the Managing Agent in enforcing compliance with the Conduct Rules.
- 1.4 The Trustees may (as referred to in Conduct Rule 25) add the fine imposed on an Owner to his contribution payable and the Trustees may further (in accordance with Management Rule 31(6), recover interest on any arrear amounts from an Owner.
- 1.5 The Management Rules, as amended, shall be in terms of the Section 35(2)(a), read together with Annexure 8 of the Regulations of the Sectional Title Act 95 of 1985.

2. INTERPRETATION

- 2.1 The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- 2.2 Unless the context clearly indicates a contrary intention:
 - 2.2.1 The singular shall include the plural and *vice versa*; and
 - 2.2.2 A reference to any one gender shall include the other gender; and
 - 2.2.3 A reference to natural persons includes juristic persons, trusts and partnerships and *vice versa*.
- 2.3 Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such Conduct Rule.
- 2.4 Words and expressions defined in the Sectional Title Act No. 95 of 1986 and annexures shall, in all Conduct Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Sectional Title Act, No. 95 of 1986 and annexures thereto.
- 2.5 When any number of days is prescribed in these Conduct 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.
- 2.6 Where numbers are expressed in words and in numerals in any Conduct Rule, the words shall prevail if there is any conflict between the two.

3. DIRECTIVES

- 3.1 The Trustees may issue Directives in connection with any Conduct Rule.
- 3.2 The Directives shall not be in conflict with any other Management Rule, Conduct Rule or the Guidelines.

- 3.3 The Directives shall provide direction as to the practical application of a Conduct Rule.

4. GUIDELINES

- 4.1 The Trustees shall from time to time prepare and revise Guidelines in respect of exterior alterations referred to in Conduct Rule 6. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colour and manner of installation required to ensure uniformity of construction.
- 4.2 Unless the existing Guidelines were approved by the members by ordinary resolution majority at the meeting at which these Conduct Rules were adopted, the Guidelines shall be so adopted at the first subsequent Annual General Meeting.
- 4.3 At every subsequent Annual General Meeting any amendments proposed by the Trustees shall be tabled for consideration and approved by the Members, with or without amendment.
- 4.4 The Guidelines shall, by virtue of these Conduct Rules, be binding upon Owners and Occupiers and shall be strictly adhered to by them.

5. USE OF UNIT AND/OR COMMON PROPERTY

- 5.1 No Owner or Occupier of a Unit may, without the prior consent of the Trustees:
 - 5.1.1 use the Unit for any purpose other than residential accommodation, save for the Commercial / Retail Component specifically designated by the Body Corporate.
 - 5.1.2 allow more than two adults to occupy a Bachelor Pad or in a one bedroom residential Unit or three adults in a two bedroom residential Unit, excepting in special circumstances for a short duration of time and with written authorisation from the Managing Agent. The Age of an adult is 18 (eighteen) years as defined by the Children's Act No. 38 of 2005.
 - 5.1.3 hold or permit to be held any auction or a fête in the Unit or on the common property.
 - 5.1.4 allow any advertisement, name or lettering of any unsightly size, colour or character to be painted on or affixed to any wall, building or structure on the land and no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of the buildings nor affixed to any windows.
 - 5.1.5 erect, keep, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property.
 - 5.1.6 remove any shrub, tree or plant on or in the common property.
 - 5.1.7 carry on any noisy, injurious or objectionable trade or business of any kind in any Unit or on the common property and ensure the noise levels are kept to a reasonable, audible level between 22:00 to 06:00 the following day.
 - 5.1.8 it is not permitted to loiter in and or obstruct the catwalks, stairwells and lifts. The common property shall not be used for gatherings or parties of any nature whatsoever.
- 5.2 The Owner and/or Occupier shall have the right of reasonable use, having regard to the right of the other Owners and/or Occupiers of the common property.
- 5.3 The Owner and/or Occupier will not use or permit the Unit to be used for illegal or improper purposes, or in a manner which creates a disturbance to other persons.
- 5.4 An Owner or Occupier shall not place or do anything on any part of the common property or on the balcony, stoep or patio of his Unit, which in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the Unit.
- 5.5 An Owner or Occupier shall ensure that all external windows shall have fitted curtains and/or blinds which

colour may only be white to ensure that it is aesthetically appealing when viewed from outside of the development.

- 5.6 An Owner or Occupier shall ensure that any interior alterations, which are visible from outside of the Unit, must be approved by the Body Corporate prior to any such alteration being effected.
- 5.7 An Owner or Occupier shall be responsible for the water proofing of his/her balcony. Any damage occasioned to any other Unit or Common Property as a result of any such owner failing to attend to such waterproofing, shall be liable to make good all such damages.
- 5.8 No hobbies or other activities may be conducted on the common property if they cause nuisance to other Owners and/or Occupiers. The Trustees shall be the final adjudicators resolving complaints of this nature.
- 5.9 An Owner and/or Occupier and/or Guest will only be allowed to bring alcohol in sealed containers into the Scheme. No alcohol may be drunk in the recreational areas or any of the Common Property areas.
- 5.10 No illegal drugs will be allowed in the Scheme as regulated by the Drugs and Drug Trafficking Act No. 140 of 1992, as amended and shall be reported immediately to the South African Police Services.
- 5.11 The Owner and/or Occupier shall be responsible for and make good any loss of, damage and unapproved additions and alterations to the common property and the furniture and fittings therein belonging to the Body Corporate and/or Trustees and/or Managing Agent, together with any damage sustained to any other Units caused by any act of on the part of the Owner and/or Occupant of the Owner's Unit or any of his invitees or any other person permitted access to the common property or other Units by the Owner and/or Occupier.
- 5.12 The Owner and/or Occupier undertakes to comply with the Management and Conduct Rules and any other measures imposed by the Managing Agent from time to time and shall ensure that its invitees so comply.
- 5.13 It is recorded that the Conduct Rules have been compiled to promote a safe, orderly and pleasant living environment.

6. DAMAGE, ALTERATIONS OR ADDITIONS TO A UNIT AND TO THE COMMON PROPERTY

- 6.1 An Owner or Occupier of a Unit 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 prior written consent of the Trustees.
- 6.2 To ensure uniformity of appearance, an Owner or Occupier shall not attend to any visible alteration, addition, extension, renovation, repairs or decoration to the exterior of his Unit or to the common property, including but not limited to, without the prior written consent of the Trustees which consent shall not be unreasonably withheld to:
- 6.2.1 install any locking device, safety gate, burglar bars or other safety devices for the protection of a Unit.
- 6.2.2 install a canopy on a Unit.
- 6.2.3 install a screen or other device to prevent the entry of animals, insects, etc.
- 6.2.4 install any outside TV-aerial, satellite dish, or any other device for the reception or transmission of radio, television or other signals, solar heating systems, air-conditioning apparatus, skylights, chimneys or chimneys flues etc.
- 6.2.5 make any structural, decorative or other alteration or addition to a Unit externally or internally to the extent that it can be seen externally.

- 6.2.6 any alteration to plumbing and electrical wiring or conduits and pipes.

- 6.3 All internal building alterations are to be approved by the Trustees. An approved plan with a R5 000,00 refundable deposit or such greater amount as the Trustees may decide, is to be submitted prior to commencement of construction. Building operations are to be conducted during standard working hours, which are Monday to Friday between 08:00 – 17:00. Any deviation from these set hours is to be approved by the Trustees. All building rubble and cleaning of areas to be done daily and for the Owner's account.

- 6.4 Owner or Occupier of a Unit shall ensure that any broken windowpane is replaced within three (3) days of breaking from whatsoever cause.

- 6.5 A once off non-refundable fee, as determined by the Body Corporate from time to time, shall be charged to the Owner of a Unit by the Managing Agent every time a new Owner and/or Occupier moves into the Scheme to cover repairs and maintenance needed as a result of excessive use of the gates, lifts, staircases, etc. during such moving.

7. BEHAVIOUR OF OWNERS, OCCUPIERS AND GUESTS

- 7.1 All Owners and Occupiers shall ensure that their use of their Unit and of the common property and its facilities is at all times conducted in such a manner as not to:

- 7.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other Owner or Occupier, particularly in the form of loud music, radio or Television or irritable audible noisome sound.

- 7.1.2 detrimentally affect the rights and interests of other Owners or Occupiers.

- 7.2 Owners and Occupiers shall be responsible for the behaviour of their guests and shall be liable for any damage caused by them. Any damage caused by such guests shall be repaired at the cost of the Owner or Occupier concerned, within fourteen (14) days of written notice by the Trustees, to the satisfaction of the Trustees. In the event that such damages had not been repaired within the aforesaid time period, the Managing Agent shall attend to the repair thereof at the expense of such Owner and/or Occupier.

- 7.3 No person shall be permitted to use roller blades, skateboards, bicycles, scooters and/or motor bikes and the like, on the parking area, stairwells and landings, or any common property, including the Swimming Pool area and Basketball Court.

8. REFUSE DISPOSAL

- 8.1 An Owner or Occupier of a Unit shall:

- 8.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within his Unit and his exclusive area, if applicable, or on such part of the common property as may be authorised by the Trustees in writing.

- 8.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained and further ensure that a refuse bag is not over-filled and/or torn and that no refuse is left on top of a receptacle.

- 8.1.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees between 06:00 to 08:00.

- 8.1.4 promptly return such receptacle to his Unit or other area referred to in sub-rule 8.1 when the refuse has been collected.

- 8.1.5 not leave garbage and/or rubble outside his Unit except for collection on the day of collection. It may not be left out overnight.

- 8.1.6 not allow any refuse for the disposal of which he is responsible, to remain on any landing, staircase,

walkway or in any entrance or passage, or on any part of the common property.

8.2 The Trustees may instruct a Managing Agent employee to maintain the receptacles within a refuse room and to fulfil any of the tasks referred in sub-rules 8.1 and 8.3.

8.3 An Owner or Occupier shall:

8.3.1 comply with the regulations issued from time to time by the Local Authority pertaining to refuse and refuse collection.

8.3.2 be responsible to remove certain of his refuse for which the Local Authority is not responsible.

8.3.3 comply with any further Directives imposed by the Trustees in pursuance of this Conduct Rule.

8.3.4 comply with any signage in the refuse room.

9. VEHICLES

9.1 Owners and Occupiers shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature on the parking areas or in any other way deface the parking area. If dripping occurs, its removal will be for the account of the Owner or Occupier concerned.

9.2 No Owner or Occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the parking area, and/or his Unit.

9.3 No vehicles owned by Owners or Occupiers may be washed in the parking area, save for his designated parking area.

9.4 Hooters shall not be sounded within the parking area other than in emergencies.

9.5 No trucks, caravans, trailers, boats or other heavy vehicles and the like may be parked within the parking area without the prior written consent of Trustees.

9.6 Vehicles parking or entering the parking area 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 Developer and/or Trustees or its agents or any of their employees and or the Managing Agent, for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked in the parking area.

9.7 Owners and Occupiers shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to any parking area.

9.8 Owners and Occupiers shall inform the Trustees or the Managing Agent in writing of the registration numbers of their vehicles and any changes thereto, for security purposes.

9.9 Vehicles of more than one (1) ton in weight will not be permitted anywhere on the common property without the prior written consent of the Trustees, save for the deliveries to the Commercial / Retail Component.

10. PARKING

10.1 Parking is to be confined to the specified parking areas and such Owners and/or Occupiers are under no circumstances allowed to park in non-designated parking bays, without the written consent of Trustees.

10.2 A breach of this Conduct Rule will entitle Trustees to have any offending vehicle towed away from the parking area at the risk and at the expense of the owner of the vehicle or alternatively the Owner or Occupier of the Unit.

10.3 Under no circumstances will parking in front of the fire hydrants be permitted. A breach of this Conduct Rule will likewise entitle Trustees to have any offending vehicle removed or towed away to a public road or area at the expense and risk of the owner of

the vehicle or alternatively the Owner or Occupier of the Unit.

10.4 No Owner or Occupier or their visitors shall be allowed in the parking area to:

10.4.1 park a vehicle in front of any parking bay or in such a way that the flow of traffic and access to and egress from parking bays are obstructed.

10.4.2 park a vehicle on or over more than one parking bay.

10.4.3 park an unroadworthy vehicle in the parking area for an indefinite period or periods.

10.4.4 contravene any road sign in the parking area.

10.4.5 drive a vehicle in excess of the speed limit in the parking area.

10.4.6 allow any unlicensed person to drive a vehicle in the parking area.

10.4.7 at any time play music from a vehicle parking in the parking area.

11. ANIMALS, INSECTS, REPTILES AND BIRDS

11.1 Save for the dogs which shall be used by the security company to ensure the safety and security of the Scheme no animals, insects, reptiles, birds and/or pets shall be kept or harboured in a Unit, or on the common property unless expressly authorised in writing by the Trustees. When granting such authority, the Trustees may prescribe any reasonable condition. Should any prescribed condition be breached, the Trustees may immediately withdraw such authority.

11.2 Registered guide-dogs for any Owners or Occupiers shall be allowed, provided that the Trustees have been notified accordingly.

11.3 Visitors and guests are not allowed to bring any pets and/or type of animal whatsoever onto the common property or buildings except for registered guide-dogs.

12. LEVIES

Levies are due in advance on the first day of each month and are payable within seven (7) days after which interest at a rate determined by the Trustees will be payable thereon. The levies shall be payable by way of a debit order.

13. INSURANCE

13.1 The Managing Agent shall have no responsibility whatsoever for the insurance of the contents of any particular Unit, which shall at all times be the sole responsibility of the Owner or Occupier in question.

13.2 An Owner or Occupier shall not do or permit to be done in his Unit or on the common property anything which will or may increase the rate of premium payable by the Managing Agent on any insurance policy or which may tend to vitiate any such insurance policy nor bring into the buildings any hazardous substances and/or any form of machinery whatsoever.

13.3 An Owner or Occupier shall not store or harbour upon the common property or any part thereof or in his Unit any goods which may vitiate any fire insurance policy held by the Managing Agent or increase the premium payable in respect of such policy.

14. LETTING OF UNITS

14.1 All tenants of Units and other persons granted rights of occupancy by any Owner of the relevant Unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

14.2 No letting shorter than six (6) months shall be allowed whatsoever, without the written consent of the Trustees of the Managing Agent. The Owner shall be obliged to notify the Trustees of any short-term occupancy for security purposes and the Owner shall require the prior

- written consent of the Managing Agent prior to allowing any such person access into the Unit in question.
- 14.3 Notwithstanding anything to the contrary contained in any lease agreement, the Owner of a Unit shall, as far as the Managing Agent is concerned, be liable for:
- 14.3.1 all electricity charges in respect of a Unit.
- 14.3.2 all fines imposed by the Managing Agent in terms of these Conduct Rules on the Owner and Occupier of a Unit.
- 14.3.3 an administrative fee, as determined by the Managing Agent from time to time, shall be charged to the Owner of a Unit by the Managing Agent for:
- 14.3.3.1 separate or additional statements to be sent to an Occupier/Tenant or other party in respect of any charges imposed by the Managing Agent.
- 14.3.3.2 statements for income tax purposes.
- 14.4 Prior to entering into a lease agreement in respect of a Unit, the Owner shall notify the Managing Agent of:
- 14.4.1 The full names, identity number/s, address and telephone number of the prospective tenant/s and /or other Occupiers of the Unit.
- 14.4.2 The duration of the lease.
- 14.4.3 The number of persons who will occupy the Unit.
- 14.5 A complete copy of the Conduct Rules must accompany the agreement of lease and/or tenancy. A right of recourse against the Owner is reserved in the event of the Tenant and/or Occupier failing and/or refusing to comply with the Conduct Rules. An Owner shall remain responsible for the conduct of his Tenant and/or Occupier and penalties imposed on them in terms of the Conduct Rules, may be recovered from the Owner, if not paid accordingly.
- 14.6 An Owner shall, prior to concluding an agreement to lease his Unit or prior to granting right of occupancy thereto, be obliged to obtain from the proposed Tenant or Occupier a written undertaking to comply fully with the Conduct Rules for the duration of his lease or occupation. Failure to obtain a written undertaking does not absolve an Owner from ensuring compliance to the Conduct Rules by his Tenant and/or Occupier.
- 14.7 An Owner shall notify the Trustees and/or Managing Agent forthwith in writing of any change of ownership in, or occupation of his Unit, 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 Unit. The aforementioned notification shall contain the date of occupation, the new contact details of the Owner as seller and the contact details of the purchaser.
- 14.8 No form of "time-sharing" or "fractional ownership" or any similar arrangement whereby a person other than the Owner or his or her immediate family may utilise a Unit for a specified period or periods of time may be concluded in respect of a Unit.
- 14.9 The parties acknowledge that they are bound to the Body Corporate Conduct Rules with specific reference to Rule 14, of such aforementioned Rules which are set out herein as follows:
- 14.9.1 In order to maintain a high standard of tenancy and to ensure that the capital appreciation of the development is not impaired, the developer of The Square on Tenth will appoint an independent rental agency, being **Square Rentals CC**, to assist the Trustees with the tenant screening and other administrative functions, entrusted to it by the Trustees from time to time.
- 14.9.2 Without limiting the generality of the foregoing the Landlord, wanting to rent out his apartment shall ensure that:
- 14.9.2.1 He uses the specifically prepared standardised Agreement of Lease, which shall be furnished to him free of charge from the appointed Rental Agency.
- 14.9.2.2 The Tenant has to be approved by the rental agency prior to the Tenant occupying the apartment.
- 14.9.2.3 The Rental Agency shall advise the Landlord, within 48 (forty eight) hours of submission of the request for the confirmation of the Tenant. In the event of the Rental Agency declining the Landlord's submission, the Landlord shall have a right to appeal to the Rental Agency's decision to the Trustees of the Body Corporate, whose decision shall be final and binding on the Landlord.
- 14.9.2.4 The signature of the Rental Agency on the first page of this Agreement shall constitute its consent to the Tenant leasing the herein-mentioned premises.
- 14.9.2.5 Should the tenant severely contravene any of the Body Corporate Conduct Rules, the landlord shall endeavour to terminate the Lease Agreement with immediate effect.
- 15. GENERAL**
- 15.1 The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any description which any Owner or Occupier of a Unit and/or exclusive use area or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically to one's body or to his or their property, directly or indirectly, in or about the common property or in the individual Unit by reason of any defect in the common property, its amenities or for any act done or for any neglect on the part of the Trustees or any of the Trustees employees, servants, agents or contractors.
- 15.2 The Trustee or its agent's representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 15.3 No firearms or pellet guns may be discharged on the common property.
- 15.4 An Owner shall not use or permit his Unit to be used for any purpose that is injurious to the reputation of **The Square on Tenth**.
- 15.5 All complaints, violation of these Conduct Rule, or any other cause of concern must be in written form, addressed to the Chairman of the Trustees.
- 16. LIFTS**
- 16.1 Children under the age of 12 (twelve) years are not permitted in the lifts without adult supervision.
- 16.2 Moving in or out of a Unit shall be limited to between 07:00 and 19:00 from Monday to Friday and 08:00 to 18:00 on a Saturday, Sunday or any public holiday. The developer and/or the body corporate shall not be liable if the lifts do not work during the aforesaid periods.
- 16.3 Misuse of the lifts is not allowed. Any damage caused to such lifts shall be for the expense of such guilty party.
- 17. LAUNDRY AND DRYING FACILITIES**
- 17.1 An Owner or Occupier of a Unit shall only use the laundry situated in the Commercial / Retail Component.
- 17.2 An Owner or Occupier of a section shall not:
- 17.2.1 erect his own washing lines.
- 17.2.2 place or hang any washing or laundry or any other items on any part of the buildings or on the common property where it is visible from outside the buildings or on the common property where it is visible from outside the buildings or from any other section.

17.2.3 hang washing, linen or other items on balconies, in windows or in corridors.

17.3 Any damage to the commercially coin-operated Laundry shall be for the Account of the person or the Owner or Occupier, responsible for such damage.

18. COMMERCIAL / RETAIL COMPONENT

18.1 The Owners of the Units in the Commercial / Retail Component:

18.1.1 shall have due regard to the rights of the Owners and Occupiers of the Residential Units to privacy and peace.

18.1.2 are to operate their businesses within the guidelines as prescribed by the Local Authority with regard to trading hours allowed for such specified type of trade.

18.1.3 are to ensure that the noise levels emanating from the use of the units shall not exceed the prescribed guidelines as laid down by the Local Authority.

18.2 Right of admission shall be reserved. The Owners of Units in the Commercial / Retail Component reserve the right to employ an independent security company to enforce this Conduct Rule at their own expense.

18.3 Notwithstanding the fact that the swimming pool falls within the Commercial / Retail Component, free access shall be allowed to all Owners and/or authorised Occupiers. The Rules pertaining to the Swimming Pool are set out in clause 30 herein.

18.4 Any retail trade pertaining to a coffee shop, bakery and/or restaurant, or any area where food is prepared in any form, shall ensure that there are sufficient extractor fans to extract any offensive smells emanating from the preparation of such foods.

18.5 The Body Corporate shall be entitled to make use of the Conference Facilities (for all meetings of the Trustees and for any special and/or General Meetings of the Members) wherein no charge shall be levied for such usage.

18.6 Exclusive Use Areas shall be created in Phase 2 to allow delivery areas for the Commercial / Retail Component to ensure that such deliveries do not impact on the access and egress of the Residential Component of the Scheme.

18.7 There shall be no braaing allowed, save for the areas duly demarcated in the Commercial / Retail Component, which demarcation shall be at the discretion of the registered owner of such Component.

19. GENERAL DUTIES OF PURCHASER AND/OR OCCUPIER

The Owner and/or Occupier shall, in addition to any other duties and obligations imposed upon it elsewhere in the Agreement and/or its annexures:

19.1 prevent any blockage of any sewerage or water pipes or drains in or used in connection with the Unit.

19.2 care for and clean the interior of the Unit.

20. LITTERING

20.1 An Owner or Occupier of a Unit 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. In particular, an Owner or Occupier of a Unit may not throw any material or object out of windows or over balcony walls.

20.2 No junk mail or discarded post may be left outside the post boxes and incorrect mail should be redirected appropriately

21. ERADICATION OF PESTS AND HEALTH REGULATIONS

21.1 An Owner or Occupier shall keep his Unit free of rats, mice, cockroaches, and other pests and to this end shall permit the Trustees, the Managing Agent, and their duly authorised agents or employees, to enter upon his Unit from time to time for the purpose of inspecting the Unit 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 Unit, replacement of any woodwork or other material forming part of such Unit, which may be damaged by any such pests, shall be borne by the Owner of the Unit concerned.

21.2 It is the responsibility of each Owner or Occupier to ensure that his activities inside his Unit or on the common property comply with all municipal health regulations and that no danger or risk be created or allowed to the health, safety or property of other persons.

22. SECURITY, SAFETY AND RISK

22.1 Owners and Occupiers and/or employees of such Owners and/or Occupiers must at all times ensure that the security and safety of all Owners, Occupiers and their property are preserved, and in particular must ensure that:

22.1.1 upon entering or leaving the property, all security gates or doors are properly closed.

22.1.2 such gates or doors are never opened for unknown or uninvited persons.

22.1.3 their visitors, employees, contractors comply with the Directives imposed by the Trustees, inclusive of the signing of a visitors' book at security.

22.1.4 security gate keys, access controls and access codes to permit access to the Development are handled responsibly and not placed in the care of third parties, except with the prior consent of Trustees.

22.2 Owners or Occupiers shall use their access controls when entering or exiting **The Square on Tenth** by way of the security gate and/or shall be given access by the security guard.

22.3 Owners or Occupiers must immediately report instances of lost keys and/or access controls to the Trustees and request replacement at their own cost. Should an access control be lost, the Owner or Occupier will be liable to refund all costs to replace, which could include the re-coding of all relevant access controls. Replacement or issue of additional security gate keys and access controls must only be administered via the Trustees or Managing Agent. No access shall be allowed by security without the necessary access controls.

22.4 No obstacles, objects, which may interfere with the normal operation of the electronic gates may be inserted therein or placed in such a manner to avoid the automatic closure of the gate.

22.5 No Owner or Occupier shall tamper with or attempt repairs to the electronic gates or its components. Any faults are to be reported to the Trustees.

22.6 All persons on the common property or using any of its facilities or services are done so entirely at their own risk, and no person shall have any claim against the Body Corporate, its Trustees and/or Managing Agent and/or appointed Security Company 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 Managing Agent shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the common property, its amenities or in the individual Units nor for any act done or for any neglect on the part of the

Managing Agent or any of the Managing Agent's employees, agents or contractors.

- 22.7 The Trustees regulated by their appointed security, shall have the right to reserve admission of persons into the Scheme.
- 22.8 Owners and/or Occupiers must advise security of their guests and such guests may only access the Scheme once identification has been produced to the satisfaction of the security company.
- 22.9 All Owners and/or Occupiers will be obliged to have a photograph of themselves taken which shall be kept on record by the security company.
- 22.10 The security company shall have the right to apprehend and detain in the security office any suspect who is found in the development and is suspected on breaking the law, until the S.A. Police Services arrives.
- 22.11 No weapons, of any nature, shall be allowed in the development, without a special permit issued.
- 22.12 To ensure the safety and security of all the Owners and/or Occupiers and/or their guests, CCTV cameras shall be installed in the Development.
- 22.13 The General Public shall be allowed access into the Commercial/Retail Component of the Scheme, once they have been admitted through security. The Commercial / Retail Component shall ensure that the General Public shall not compromise the security and safety of the Scheme. By allowing the Commercial / Retail Component to trade with the General Public, the registered Owners of Units in the Commercial / Retail Component shall subsidise a portion of levies, which specifically relates to the costs of security.

23. EMPLOYEES

- 23.1 Owners and Occupiers may not request employees of the Managing Agent to perform any tasks for them during their working hours.
- 23.2 Employees of Owners or Occupiers may only use the common property and facilities in such manner and at such times and subject to the conditions and/or Directives prescribed by the Trustees.
- 23.3 An Owner or Occupier shall in respect of his own employees:
- 23.3.1 be responsible for the conduct of his employees, and for any person visiting such employees.
- 23.3.2 ensure that his employees comply with the Conduct Rules and have been properly identified to the security company.

24. CONTRAVENTION OF RULES

- 24.1 Should Conduct Rules 9 and/or 10 be contravened, with regard to parking of and care of vehicles, the Trustees may:
- 24.1.1 arrange for the vehicle to be clamped, at the risk and costs of the owner thereof and/or person in control of the vehicle, or
- 24.1.2 arrange for a clamped vehicle to be released subject to the payment of a release fee, or
- 24.1.3 arrange for the vehicle to be removed at the risk and costs of the owner thereof and/or person in control of the vehicle, or
- 24.1.4 impose a fine in terms of Conduct Rule 25, or
- 24.1.5 obtain an interdict, or
- 24.1.6 impose more than one of the options hereinmentioned.
- 24.2 Should Conduct Rule 6 be contravened and any damage, alteration, addition to be effected to the exterior of a Unit or to the common property or a structural alteration be effected to the interior of a Unit without the necessary consents, or should an Owner or Occupier do anything on the common

property, which, in the discretion of the is aesthetically displeasing, the Trustees may:

- 24.2.1 require an Owner to remove such object and restore the property, at his own cost, and should an Owner fail to remove such object and any such failure persists for a period of 14 (fourteen) days after the giving of written notice to remove and restore 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, or
- 24.2.2 impose a fine in terms of Conduct Rule 25, or
- 24.2.3 obtain an interdict, or
- 24.2.4 impose more than one of the options herein-mentioned.
- 24.3 If any Conduct Rule is contravened the Trustees may, irrespective of sub-rules 24.1 and 24.2:
- 24.3.1 impose a fine in terms of Conduct Rule 25, or
- 24.3.2 obtain an interdict, or
- 24.4 impose more than one of the options herein-mentioned.

25. IMPOSITION OF PENALTIES – SPOT FINES

- 25.1 If the Conduct of an Owner or an Occupier of Unit or his visitors constitutes a nuisance in the opinion of the Trustees, or if an Owner, Occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees may furnish the Owner 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 Conduct Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a spot fine, to be determined by the Trustees from time to time, will be imposed on the Owner or Occupier of the Unit.
- 25.2 If the Owner or Occupier nevertheless persists in that particular conduct or in the contravention of that particular Conduct Rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a penalty.
- 25.3 A written notice by which the alleged offender, (whether Owner or Occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the Owner and Occupier at least 7 (seven) days before the meeting is held. At the meeting the Owner or Occupier must be given the opportunity to present his or her case, but except in so far as may be permitted by the Chairperson, he or she may not participate in the affairs of or voting at that specific meeting.
- 25.4 After the Owner or Occupier has been given the opportunity to present his case, the Trustees may by way of a special resolution (66% (sixty six per centum) of the Trustees present at the meeting with a minimum of 3 (three) Trustees), impose a penalty for the first offence and a subsequent penalty for every identical offence thereafter.
- 25.5 The Managing Agent may, at a general meeting, from time to time, determine the amount of the initial and subsequent penalties, which amounts may vary from Conduct Rule to Conduct Rule or from offence to offence. In the absence of such a determination a maximum penalty equal to the monthly levy may be imposed as an initial penalty and a further maximum penalty of three times the monthly levy may be imposed as a subsequent penalty.

26. RELAXATION OF RULES

No indulgence or relaxation in respect of these Conduct Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.

27. ACCESS CONTROL

- 27.1 Additional access discs may be obtained from the Managing Agent at a cost.
- 27.2 The Trustees shall from time to time determine a fee for additional discs and lost discs.
- 27.3 Each Owner or Occupier shall be in possession of an access disc to gain access to **The Square on Tenth**.
- 27.4 An Owner and/or Occupiers living in **The Square on Tenth** shall ensure that the access controls are not tampered with or used unnecessarily.

28. POST BOXES

- 28.1 Post boxes shall be for the exclusive use of Owners and/or Occupiers of the Units.
- 28.2 Post boxes shall be kept closed and locked when not in use.
- 28.3 An Owner or Occupier of a Unit shall maintain the post box, doors and locks in good working order and condition.
- 28.4 An Owner and/or Occupier of a Unit may effect repairs to his/her post box provided that the appearance of the post box is in conformity with the existing post boxes.

29. VANDALISM / GRAFFITI / MALICIOUS DAMAGE TO PROPERTY

- 29.1 Vandalism and/or graffiti of any nature whatsoever will not be tolerated and shall be reported immediately to the South African Police Services where a charge of malicious damage to property will be laid.
- 29.2 Offenders will be prosecuted according to the Law and shall be held liable for any damages sustained as a result of their actions.

30. SWIMMING POOL

An Owner/Occupier/his visitor/s and/or children shall at all times adhere to the following:

- 30.1 The Owners, Occupiers and their Guests will enter the Swimming Pool and surrounding area at their own risk. The Body Corporate and/or the registered Owners of Units in the Commercial/Retail Component shall not be responsible for any injuries sustained whilst making use of this facility.
- 30.2 Only authorised personnel are permitted access to the pool pump/ equipment enclosures and/or pool chemicals and pool cleaning equipment and/or any other area, so designated by the registered Owner of such Component.
- 30.3 No glass bottles or containers are allowed in the pool area.
- 30.4 No loud music in the pool area.
- 30.5 Littering is not permitted, all refuse is to be removed from the pool area.
- 30.6 It will be compulsory to shower prior to entering the Pool.
- 30.7 Bathing apparel only may be worn in the pool. Allowance is made for the wearing of safety apparel.
- 30.8 Games are not permitted in the pool area.
- 30.9 No animals are allowed in the pool area, save for registered guide-dogs and the security dogs.
- 30.10 An Owner and/or occupier shall be responsible for their guests and shall be obliged to accompany their guests to the swimming pool, save for registered guide-dogs.
- 30.11 A large towel must be carried to sit or lie on when for hygienic reasons.
- 30.12 The operating hours of the swimming pool are from 07:00 to 20:30, which time periods may be amended

at the discretion of the Registered Owner of such Unit in the Commercial / Retail Component.

- 30.13 Any usage of the swimming pool after 21:00 to 06:00 shall be regarded as a violation of the conduct rules and the appropriate penalty shall be levied accordingly.
- 30.14 Children under the age of 12 (twelve) years must be accompanied by an adult at all times, whilst making use of the swimming pool.
- 30.15 No alcohol may be consumed in the Swimming Pool area.
- 30.16 No damage to or misuse of property and/or equipment will be tolerated. Equipment must be replaced in an orderly fashion immediately after use for safety reasons.
- 30.17 Any faults must be reported to staff on duty or to reception immediately.
- 30.18 No braaiing shall be allowed in the Pool Area whatsoever.

31. BASKETBALL COURT (IF ALLOWED BY LOCAL AUTHORITY AND OR SUFFICIENT SPACE PERMITTED)

In order to assist the Body Corporate to ensure that all Members enjoy the use and benefit of the Basketball Court, the following Conduct Rules must be adhered to at all times:

- 31.1 The Owners, Occupiers and their Guests will enter the Basketball Court and surrounding area at their own risk. The Body Corporate shall not be responsible for any injuries sustained whilst making use of this facility either as a participant or a spectator.
- 31.2 The Owners, Occupiers and their Guests must treat everyone, including any staff, with courtesy and respect at all times.
- 31.3 The usage of the Court shall be terminated by the Trustees for violation of any rules or for any conduct deemed by the Trustees to be detrimental to the welfare, good order and safety of the Owners, Occupiers and guests.
- 31.4 Fighting in any way, shape or form will not be tolerated.
- 31.5 Profanity will not be tolerated.
- 31.6 Any other type of action, which is unsportsmanlike in nature and/or has the effect of disrupting play shall be reported to the Body Corporate.
- 31.7 The Body Corporate shall not be responsible for any injuries sustained whilst any person is participating on the Court.
- 31.8 The operating times of the Court are from 07:00 to 20:30. Any usage of the Court after 21:00 to 06:30 shall be regarded as a violation of the Conduct Rules.
- 31.9 No alcohol may be consumed on the Court.
- 31.10 The Court is limited to the playing of **Basketball** only.
- 31.11 The Correct foot apparel must be worn at all times to ensure the Condition of the Court.
- 31.12 The number of players on the Court at any given time shall be restricted to 10 (ten), i.e. 5 (five) per side, depending on the size of the Court.
- 31.13 Sport bags will not be allowed in the Court area (for health and safety reasons).
- 31.14 Appropriate clothing must be worn at all times.
- 31.15 No damage to or misuse of property and/or equipment will be tolerated. Equipment must be replaced in an orderly fashion immediately after use for safety reasons.
- 31.16 Any faults must be reported to staff on duty or to reception immediately.