



# **RULES OF CONDUCT FOR RESIDENTS**

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## **INTRODUCTION**

As an owner or resident of The Claremont you are a member of a self –regulated vertical village. Living in a Sectional Title community particularly a high rise building where neighbours are very close, requires a lot more co-operation than is necessary in a subdivision of single family dwellings.

The Trustees of the Body Corporate have prepared this manual to provide you with information about your building and its amenities, the Trustees, management and the rules considered necessary for us to live together.

## **THE PROPERTY**

The Claremont consists of four twelve story buildings of 232 units, underground parking garage, and ground floor commercial units. Also included are a swimming pool and barbecue facilities.

The unit you have purchased or rented is owned from **the interior surface skin in**. You own and have use of all rooms contained therein, adjoining balconies if present, and your assigned parking space and storage area.

The balance of the building, including halls, stairways, lifts, visitors parking areas, access driveways are shared use areas.

The Body Corporate is responsible to manage the property and as an owner you are automatically a member of the Body Corporate.

## **TRUSTEES**

The general business of the Body Corporate is carried out by the Trustees of the Body Corporate who are elected at the Annual General Meeting each year and hold office from one Annual General Meeting to the next. Current Trustees of the Body Corporate are listed in the periodic newsletters.

## **PROPERTY MANAGEMENT**

The day to day business of the Body Corporate is conducted by the on site Manager in conjunction with the Property Management Company appointed by the Trustees.

The contact details of Manager and Property Management Company are available outside the Managers office.

The Manager and Property Management Company are not responsible for problems inside your unit.

## **EMERGENCY PROCEDURES**



It is the responsibility of each owner to ensure they are aware of the location of the fire exits and fire equipment. A safety, fire and evacuation plan will be distributed to each owner or resident.

**CONDUCT RULES**  
**IN TERMS OF**  
**SECTION 35(5) OF THE SECTIONAL TITLES ACT NO 95 OF 1986**

**1. ANIMALS, REPTILES AND BIRDS**

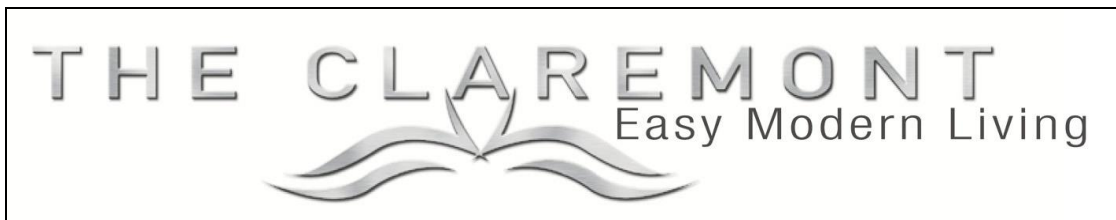
- (1) An owner or occupier of a section shall not be permitted to keep a dog or cat but permission can be obtained in writing from the Trustees to keep cage birds (except pigeons) live fish, which approval may not be unreasonably withheld.
- (2) When granting such approval, the Trustees may prescribe any reasonable condition.
- (3) When taking your pet from your unit to the outside or vice versa, they must be carried.
- (4) The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of Sub-Rule (2) and said pet must be removed within two weeks.

If you choose to keep a pet it is your responsibility to ensure it does not interfere with the safety, or enjoyment of other residents.

**2. REFUSE DISPOSAL**

An owner or occupier of a section shall :

- (1) maintain in an hygienic and dry condition, a receptacle for refuse within his/her section, exclusive use area or on such part of the common property as may be authorised or directed by the Trustees in writing;



(2)ensure that before refuse is placed in any such area, it is securely wrapped in suitable, strong plastic bags, and in the case of tins or other containers, that they are completely drained;

(3)comply with any directives issued by the Trustees from time to time regarding the disposal of refuse, and not dispose or allow the disposal of any refuse, waste, or rubbish in any manner other than as stipulated in this Rule and directed in terms of Sub-Rule (1).

### 3. **VEHICLES**

- (1) No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the prior written consent of the Trustees.
- (2) The Trustees may cause any vehicle to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the Trustees from time to time, should any vehicle be parked, standing or abandoned on the common property without the prior written consent of the Trustees.
- (3) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property.
- (4) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, or on an exclusive use area or in a section.
- (5) No vehicle other than a passenger or light delivery vehicle or motorcycle may park or stand on a regular basis in any designated parking bay.
- (6) Owners, occupiers and their visitors must at all times take care not to cause excessive noise with any vehicle and hooting is strictly prohibited.
- (7) Vehicles may only be washed in areas designated by the Trustees, if at all.
- (8) Owners or occupiers of a section shall ensure that any visitors park their vehicles in the designated visitor's areas if any. It shall be the responsibility of owners or occupiers to ensure compliance by their visitors.
- (9) Owners or occupiers of a section shall ensure that any visitors do not park their vehicles in front of the automatic gates leading to the parking areas, and the Trustees may cause any such vehicles to be removed or towed away at the expense and cost of the relevant owner or occupier.



- (10) No person may reside or sleep in any vehicle, trailer or caravan, or in a garage or carport, or on any part of the common property.
- (11) No owner or occupier may use or allow visitors' parking to be used other than for the temporary parking of vehicles.
- (12) No owner or occupier may store any household items such as broken fridges, any similar appliances, car parts or old furniture in their demarcated parking bay.
- (13) Notwithstanding the provisions of Sub-Rule (2), an owner or occupier who is in breach or non-compliance with the provisions of this rule, or any directives issued in terms thereof, shall be subject to the imposition of a penalty or penalties in terms of Rule 17.
- (14) No skateboards, roller skates, roller blades, scooters or bicycles may be used on the common property.
- (15) Every owner, occupier and visitor shall comply with any directives issued by Trustees from time to time regarding the parking of vehicles.

**4. DAMAGE, ALTERATIONS OR ADDITIONS TO THE PRIVATE OR COMMON PROPERTY, AND OBSTRUCTIONS**

- (1) An owner or occupier of a section shall not mark, paint, drive nails or screws or similar items into, or otherwise damage, or alter, any part of the common property without the prior written consent of the Trustees.
  
- (2) Notwithstanding Sub-Rule (1), an owner or person authorised by him, may install:
  - (a) Any of the following locking device, safety gate, burglar bars for the protection of his section;
    - 1. Ground Floor apartments may install Trellidor style or clear burglar bars on the inside of their apartments sliding doors or windows. And on the outside of the Front Door a Trellidor type security gate in White The Facilities Manager can indicate the style
    - 2. Second Floor and higher floors can install clear burglar bars or approved locking mechanism from World of Windows. And on the outside of the Front Door a Hingeaway Trellidor in white. Style and details can be obtained from the Facilities Manager
  - or
  - (b) any screen or other device to prevent the entry of animals or insects;



provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.

- (3) An owner shall be liable for any damage caused by themselves or the occupiers of their section, or their visitors, to the common property, including the lift and access control gates.
- (4) Owners or occupiers may not cause any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular, access to staircases, passages, landings, and stairwells must be kept clear at all times.
- (5) Prior to the commencement of any alterations or renovations by an owner or occupier of whatsoever nature, an owner shall make written application to the Trustees for approval, and no work may commence before the trustees have approved such work in writing. For this purpose, the Trustees shall compile and issue a formal "Owners Application To Effect Alterations / Renovations" which may provide for conditions to be complied with by the owner, occupier, their architects, builders and the latter's employees and contractors.
- (6) A Register of Alterations / Renovations shall be kept updated at all times by the Managing Agents and also the Building Supervisor who shall ensure strict compliance by the owner, occupier, architects, builders and employees with conditions of approval.
- (7) Damage to or interference with any common property including any plant, tree, sprinkler, swimming pool, security gate or any other fixture or fitting on or within the common property is strictly prohibited and any transgressor may be penalised or prosecuted. Owners shall be jointly responsible for any transgressions by their occupiers, visitors, employees and contractors.

## 5. **APPEARANCE FROM OUTSIDE**

- (1) The owner or occupier of a section shall not place or do anything to any part of the common property, or on balconies, patios, gardens or other exclusive use areas which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) Owners and occupiers must ensure that sections are provided with adequate curtaining and linings or blinds at all times and within 10 days of taking occupation. All linings to curtains, when viewed from outside, must be white in colour. An owner may tint the windows of his apartment subject to the Trustees of the Body Corporate giving written approval and said tinting must comply with the approved shade of tint of the Body Corporate. All tinting must be done on the inside of the windows



- (3) No owner or occupier may, without the prior written consent of the Trustees, place, store or leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left.
- (4) No owner or occupier shall be permitted to enclose or build upon any balcony, patio, or garden in any manner whatsoever and, upon the sale of any unit; this restrictive condition shall be included by an owner in the sale agreement for future compliance by the purchaser of the unit.

## 6. **SIGNS AND NOTICES AND ESTATE AGENTS**

- (1) No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the prior written consent of the Trustees in their sole discretion and direction.
- (2) No owner or occupier of a section shall hold, or permit to be held, any auction sale in any portion of the premises or display any advertisement on or outside the building or any portion thereof, or on the common property or exclusive use area.
- (3) No owner or occupier of a section shall allow estate agent advertising to be erected, except with the prior written permission and direction of the Trustees.
- (4) The Trustees shall from time to time issue directions to be complied with by owners, occupiers and estate agents to authorise the erection of acceptable advertising board/s.  
No potential purchaser will be given access to the building if they are not escorted by an agent from the foyer to the flat and then in turn from the flat back to the foyer.
- (5) Owners and Estate Agents must ensure that they incorporate into the sale agreement the restrictive special condition prohibiting the enclosure of any balcony or patio.
- (6) Owners shall ensure that their estate agents receive a copy of these Conduct Rules and undertake to hand a copy of these Conduct Rules, to any purchaser prior to the signing of any sale agreement to ensure that all new owners are fully aware of their responsibilities in terms of these Conduct Rules. The Trustees shall make copies of the Conduct Rules available to owners and estate agents for this purpose.
- (7) Owners shall provide the Trustees with a copy of the Conduct Rules signed in acceptance by the purchaser of any unit within 10 days of the date of sale of such unit.

## 7. **LITTERING**



- (1) An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any litter, including dirt, cigarette butts, food scraps, sweet wrappings, empty cartons, plastic bags, fruit peels or any other litter whatsoever.
- (2) In particular, an owner or occupier of a section may not throw any material or object or liquid over any balcony or out of any window.
- (3) Owners and occupiers, when clearing their post-boxes on the ground floor, must remove all items there from and may not dispose of any item or material in the foyer. Such items and material must be deposited in the waste-bins of the relevant sections.

## 8. **LAUNDRY**

- 2 An owner or occupier of a section shall not, without the prior written consent of the Trustees in their discretion (which may be withdrawn at any time) erect his/her own washing lines, or hang any washing or laundry or any other items on any part of the unit or the common property so as to be visible from outside the building/s or from any other sections. In particular no clothes, washing, linen or other items may be hung over balcony walls or in windows or corridors or any other place where they may be visible to the public or other owners or occupiers.

Residents can make use of the laundry facilities to hang washing or laundry.

## 9. **STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

- (1) An owner or occupier shall not store any material, or do or permit any other dangerous act in the 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.
- (2) An owner or occupier of a section shall not store, or allow to be stored or left, any article or object in any part of common property or in any exclusive use area, without the prior written consent of the Trustees in their discretion, which may be withdrawn at any time.

## 10. **LETTING AND OCCUPANCY OF UNITS**

- (1) All lessees of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy. It is the responsibility of every owner to ensure that his/her lessees strictly comply with the Conduct Rules of the Body Corporate. Each owner shall provide the lessee or occupier of their unit with a copy of these Conduct Rules and lodge a written acknowledgement of receipt thereof by the lessee or occupier with the Trustees.
- (2) Subject to the provisions of Management Rule 76, an owner, lawfully entitled to do so, who wishes to let his/her section, or allow it to be occupied by persons



other than the owner and his/her immediate family, or allow any change in the occupancy thereof shall, prior to doing so, be obliged to obtain from the proposed lessee or occupier, a written undertaking to comply fully with all the Management Rules and Conduct Rules for the duration of his/her occupancy.

- (3) Every owner who lets or sublets his/her section to a lessee shall provide the Trustees and the Managing Agents with the full names of the lessee/s and the date of commencement and termination of the lease. For this purpose, the Trustees shall compile and issue a formal "Owners Application to Let", containing information required by the Trustees regarding the lessee/s (including a copy of identity document/s of all lessee/s, sub-lessees and occupiers, and related information such as business address and telephone number). A "Register of Leases" shall be kept updated at all times by the Managing Agents and also the Building Supervisor where applicable.
- (4) No section may be let for a period less than 6 (six) consecutive months without the prior written consent of the Trustees.
- (5) No form of "time-sharing" or any similar arrangement, whereby a person other than the owner or his immediate family may utilise a section for a specified period or periods of time, may be concluded in respect of a section.
- (6) Subject to the conditions of this Rule, an owner or occupier shall use his/her section for residential purposes only and for no other purpose whatsoever without the prior written consent of the Trustees. Owners or occupiers shall ensure that the use of his/her section does not cause a nuisance or danger to any other owner or occupier and these conditions shall be deemed to be conditions imposed by the Trustees when granting consent. Consent may be withdrawn by the Trustees should the owner or occupier repeatedly breach the aforesaid conditions after having been given due notice to comply and thereafter having failed to remedy such breach.
- (7) No auction, or similar sales or exhibitions, shall be held in a section or on the common property, and no area may be used for any industrial purpose whatsoever.
- (8) An owner shall notify the Trustees forthwith in writing of any change of ownership in, or occupation of, his/her section, or of any change in membership / shareholding / beneficiaries of any close corporation / company / trust which is the registered owner, and of any other dealing affecting his/her section.
- (9) No person may reside in a section, exclusive use area or other part of the common property, other than a section intended for residential purposes.
- (10) All owners and occupiers shall ensure that their visitors use the sections, exclusive use areas and the common property with diligent care, in accordance with these Rules and the provisions of the Act, and with respect and due consideration for other owners and residents.



- (11) No owner, lessee or occupier of a section may allow more than 2 persons for every bedroom or 1 person per room partially used as a bedroom, contained in the section, to reside in the section at any time. With the prior written consent of the Trustees, which may not be unreasonably withheld, additional persons may be allowed to reside in a section temporarily, but not for a period exceeding 21 days at a time and not for an aggregate period of more than 45 days in any calendar year.

## 11. ERADICATION OF PESTS

An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agents, and their duly authorised agents or employees, to enter upon his/her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection of eradicating any such pests as may be found within the section and of replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be paid by the owner of the relevant section.

## 12. DOMESTIC EMPLOYEES

- (1) The common property and all facilities, if any, shall be used by domestic employees of owners or occupiers in such a manner and at such times as may be directed by the Trustees from time to time.
- (2) An owner or occupier shall be responsible for the conduct of their domestic or other employees, and for any person visiting them.
- (3) An owner or occupier shall ensure that his/her domestic employee complies fully with the Management and Conduct Rules, does not do anything which may constitute a nuisance or danger to any other person and that any domestic employee's room and other facilities are only used for the purposes for which they are intended.
- (4) No domestic employee may be housed on the property without the prior written permission of the Trustees. The granting of such permission may be withdrawn at any time by the Trustees upon giving the owner or occupier 7 days' notice of such withdrawal. In such event the owner or occupier shall ensure that the domestic employee is no longer housed on the property.
- (5) The Trustees may, in their sole discretion, require all domestic employees employed on the property to be registered with the Body Corporate and may require such domestic employees to carry or display a security disk.
- (6) The provisions regarding occupancy, contained in Rule 10, are also applicable to domestic employees' rooms.

## 13. LIFTS

- (1) No smoking is allowed in any lift or common use area.



- (2) Owners and occupiers must ensure that children are supervised and do not play in or with the lift.
- (3) Protective blankets or other suitable material must be used when heavy goods, furniture or appliances are transported in the lift. The lift doors are not to be wedged open.
- (4) Lifts are to be used for transportation only.

#### 14. **SECURITY**

- (1) Owners and occupiers must ensure that the security and safety of all owners and occupiers and their property are preserved at all times, and in particular must:
  - (a) ensure that upon entering or leaving, all security doors and gates are properly closed; and
  - (b) ensure that security doors and gates are never opened for persons other than their known visitors or those known by them to occupy a section or be employed by the Body Corporate.
- (2) Access security disks will be issued to owners and occupiers only. Domestic employees and visitors will not be issued with these discs. All access discs issued will be registered and controlled by the Building Supervisor. Should any access disc be lost, new access discs will have to be obtained from the Building Supervisor at the owner's or occupier's expense.
- (3) The Trustees may from time to time issue directives for the proper compliance with this Rule.

#### 15. **NOISE**

- (1) All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the Trustees.
- (2) All noise which is undue in the discretion of the Trustees or other owners must cease at 23h00 on Fridays and Saturdays and at 22h 00 on all other evenings.
- (3) The use of power tools, hammers and other electrical equipment is restricted to : between 08h00 and 14h00 weekdays, 08h00 to 13h00 on Saturdays, and use thereof is not allowed on Sundays or Religious and Public Holidays. No noise is permitted after 21h00 on the common property.
- (4) Hooters of vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
- (5) No explosives, crackers, fireworks or items of similar nature may be activated, lit or operated at any time, in any sections or on any part of the common property.



- (6) No firearms may be discharged in a section or on any part of the common property, except under such circumstances which would legally justify the use of a firearm for self-defence purposes.
- (7) No games may be played on the common property other than in the designated area/s which is the area being the back garden at the barbecue.

## 16. RELAXATION OF RULES

- (1) No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time, unless given in pursuance of Sub-Rule (2).
- (2) The Body Corporate or Trustees may in special circumstances grant an indulgence, waiver or relaxation of any Conduct Rule, which shall be given in writing, signed by two (2) Trustees and which may be made subject to conditions stated therein and which may be rescinded by the Trustees or Body Corporate at any time in their sole discretion.

## 17. PENALTIES

- (1) If the conduct of an owner or occupier of a section or his/her visitors constitutes a nuisance or danger in the opinion of the Trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys, disregards a Management or Conduct Rule, the Trustees may give the owner and occupier written notice, which may in the discretion of the Trustees be delivered by hand or by registered post, specifying the conduct which constitutes a nuisance or danger and the Rule allegedly contravened, and notifying the offender that if he/she persists in such conduct or contravention, a penalty or penalties will be imposed on the owner of the section in terms of Rule 17.
- (2) If the owner or occupier nevertheless persists in the conduct complained of or in the contravention of the relevant Rule, the Trustees may convene a meeting of Trustees to discuss and deal with the matter as set out below
- (3) A written notice, in which the relevant 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 days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present their case, but except as may be permitted by the chairperson, they may not participate in the decision making or voting at the meeting.
- (4) After the owner or occupier has been given the opportunity to present their case, the Trustees may, by way of a special resolution (75% of the Trustees present at the meeting with a minimum of 3 Trustees), impose an "initial penalty" for the first offence and a "subsequent penalty" for every identical offence thereafter, without derogating the rights in law of the Trustees and Body Corporate to take further action.



- (5) Any fine imposed in terms of Sub-Rule (4), may if it is not paid within 14 days after the owner has been notified of the imposition thereof, be added to the contribution levy which the owner is obliged to pay.
- (6) The Body Corporate may, at a general meeting, from time to time, determine the amount of the "initial" and "subsequent" penalties, or in the absence of such a determination within the previous 2 years, the Trustees shall determine such penalties.

## 18. TELEVISION AND OTHER INSTALLATIONS

- (1) Prior written approval by the Trustees is required for the installation or erection of any awnings and coverings, including the appearance, quality and colour, which may only be yellow, dark brown, the latter to be substituted by the colour yellow upon replacement. In absence of such approval, the owner may be required to remove such awning or covering within 30 days, at the owners cost, failing which the Trustees may attend to such removal and hold the owner liable for any costs so incurred.
- (2)
  - (a) No owner or occupier may, without the prior written approval and direction of the Trustees, erect a solar heating system or a device for the reception or transmission of radio, television or other signals which is visible from outside their section.
  - (b) The Trustees' consent for such structures may be withdrawn at any time in the event of non-compliance with any imposed conditions. In the event of such withdrawal, the owner shall be responsible for the immediate removal of such object, at his/her own cost, failing which the Trustees may have it removed and hold the owner liable for any costs so incurred.
  - (c) No television antenna or dish may be erected or installed.

## 19. VISITORS

An owner or occupier of a section is liable for the conduct of their visitors, guests and employees and must ensure their strict compliance with all the requirements of the Sectional Title Act and the Management and Conduct Rules.

## 20. CHILDREN AND GAMES

- (1) Children, including visitors' children, may only play in the designated games area being the back garden area between the barbecue and swimming pool and are to be supervised at all times.
- (2) Children under the age of 8 must be supervised at all times if using the lift or swimming pool.



- (3) No games or other recreational activities are allowed on the common property other than in the designated games area being the back garden area between the barbecue and swimming pool and the Trustees are authorised to impose further regulations should they consider it necessary.

## 21. **USE OF SWIMMING POOL AND BARBECUE AREAS**

- (1) The use of the swimming pool is limited to owners, occupiers and their guests.
- (2) The swimming pool may only be used between the hours of 06h00 and 22h00.
- (3) No hard-boards or floatation devices are to be used in the swimming pool.
- (4) No stones, rubbish, other objects or liquids may be thrown or discharged into the swimming pool.
- (5) No games or smoking is allowed in the swimming pool and its enclosed area
- (6) No glass objects may be taken into the swimming pool area.
- (7) Owners, occupiers and guests must dry themselves before leaving the pool area. No wet feet are allowed in the lifts, foyers or common building.
- (8) The last owner or occupier to leave the pool area is to ensure that all access doors or gates are closed or locked.
- (9) Any owner or occupier taking patio furniture to the pool area is to ensure that these are removed when leaving the pool area.
- (10) Any owner or occupier using any common area must ensure that noise levels are kept to a minimum, so as not to disturb other owners or occupiers.
- (11) Any owner or occupier using any common area is responsible for the behaviour of their visitors and guests and should such behaviour become unruly or a nuisance or a danger to other owners or occupiers, the Trustees may contact the South African Police to have the offending person/s removed from the property
- (12) The Body Corporate reserves the right to clean the common area, if not done so by the owner or resident that uses the facility, and the costs associated with cleaning the area will be for the owners account.
- (13) Any owner or occupier using any common area must ensure that the area is cleaned up immediately afterwards. This includes the barbecue and no cleaner employed by the Body Corporate will be responsible for the cleaning up of the common area or barbecue area after the use by an owner or occupier.
- (14) Fires may only be lit in the barbecue area and are to be properly extinguished by the owner or occupier before leaving the barbecue area.



22. **AIR - CONDITIONERS**

- (1) No owner or occupier shall install an air-conditioning unit in their section without the prior written consent of the Trustees in their sole discretion. When granting such consent the Trustees may impose any conditions they deem appropriate. No air-conditioning unit, if approved, may be visible from the front of any of the buildings within the scheme.
- (2) An owner shall be required to keep any air-conditioning unit in a state of good repair.  
Should the Trustees not be satisfied with the working order or noise levels of a particular air-conditioning unit, the owner of such an air-conditioner shall have it repaired or replaced to the satisfaction of the Trustees at the owner's expense.

23. **FIRE – FIGHTING EQUIPMENT**

The owner or occupier of any section shall not tamper with or damage, or cause or permit to be tampered with or damaged, any firehouse, reel or extinguisher in any manner or for any purpose other than as permitted or prescribed by the fire regulations of the relevant local authority.

24. **LOSS OR DAMAGE**

The Body Corporate shall not be responsible for any loss or damage whatsoever suffered by an owner or occupier or visitor which is caused by the Body Corporate or by any employee or agent of the Body Corporate from any clause whatsoever, and it shall be the owners responsibility to effect his/her own insurance in respect of household, movable contents and vehicles in his/her section, or on any part of the common property.

25. **LATE PAYMENT OF LEVY**

Levies are due and payable in advance on the 1<sup>st</sup> day of each month and the Managing Agents shall send defaulting owners a letter of demand for any outstanding levies as from the 7<sup>th</sup> day of such month at the cost of the defaulting owner. Failure to remedy the payment of a levy account within a period of 14 (fourteen) days from date of letter of demand will result in the matter being handed over to the Body Corporate's Attorneys, and all costs so arising will be for the account of the defaulting owner.

Outstanding levy payments will attract penalty interest on the outstanding balance commencing from the 7<sup>th</sup> day of each month at a rate of two percent above the prime bank rate, or as may be determined by the Trustees.

26. **ACCESS CONTROL**

- (1) Any owner or occupier of a section shall comply with the Rules imposed by the Trustees for the delivery or removal of goods or material from a section.
- (2) Before any furniture or heavy goods or materials are delivered or removed from any section, the Trustees or the Building Supervisor must be notified to ensure that adequate precautions are in place.



- (3) After any goods are delivered or removed from any section, the Trustees or the Building Supervisor will be entitled to inspect the passageways, stairwells, lifts and any other part of the common property accessed by the movers, in order to assess any damage. Any damage noticed will be repaired at the expense of the owners or occupiers of the section concerned.
- (4) Owners, occupiers and visitors are prohibited from tampering with any lifts, automatic gates, automatic front sliding doors or any other part of the common property.

## 27. **NON-SMOKING AREA**

The entire common building, including foyers and passages, is designated as a non-smoking area.

## 28. **BALCONIES**

- (1) No climbing is permitted on or onto any of the balconies, onto any of the roofs, or over any gate, fence or wall.
- (2) No object or liquid is to be dropped, thrown or projected from the balcony or window of any section. The balcony should be vacuumed instead of swept.
- (3) No flower boxes are permitted on the outside railing
- (4) No bicycle storage is permitted on balconies
- (5) Fire Regulations DO NOT permit barbecues on the balcony or within any unit.
- (6) No owner or occupier shall without the prior written consent of the Trustees, erect any blind or awning on the outside of or on the balcony of a unit, and when giving consent to the erection of blinds or awnings, the Trustees shall be empowered to impose such conditions as they deem necessary, provided that the colour thereof is to be yellow.

## 29. **COMMON PROPERTY AND EXCLUSIVE USE AREAS**

- (1) No owner or occupier shall erect any tent or other structure on the common property or exclusive use area.
- (2) No owner or occupier may alter or remove any tree or plant on the common property, except with the prior written permission of the Trustees in their sole discretion.
- (3) No owner or occupier shall remove or replace the lawn on an exclusive use area, except to provide for flowerbeds bordering such exclusive use area. No owner or occupier shall plant shrubs or trees which may obstruct the view from other



sections, or whose root system may cause structural damage to any part of the property.

30. **MAIL**

Your mail must be retrieved daily from the box in the lobby. If you are going to be away for an extended period, it is wise to arrange for a neighbour or friend to pick up your mail. Similar arrangements may be made for your newspaper.

31. **DELIVERY AND MOVING**

- (1) If you are expecting delivery of furniture or appliances, please notify the Manager so that the necessary arrangements/preparations can be made in so far as the use of the lift.
- (2) Moves are permitted between 8am and 4pm Monday to Friday and Saturday between 8am and 12pm (midday). No moves are permitted on Sundays. If a move extends beyond the working hours of the Manager you will be responsible for the cost of his working overtime.

32. **CONSENT UNREASONABLY WITHHELD**

If there is a dispute between an owner or occupier as to whether the Trustees or the Body Corporate have unreasonably withheld their/its consent or approval in any case where these Conduct Rules preclude the Trustees or Body Corporate from withholding their/its consent unreasonably, the onus shall be on the owner or occupier to prove that the Trustees or Body Corporate have/has withheld their/its consent or approval unreasonably

33. **APPLICABILITY**

These Conduct Rules, the provisions of Management Rule 68, and of Section 44 of the Sectional Titles Act, are applicable to and binding upon all owners, lessees, and other occupiers of sections. It shall be the responsibility of an owner to ensure compliance with these provisions by all occupiers of his/her section, and his/her visitors, employees, and contractors.