

ANNEXURE F
TO THE CONSTITUTION OF
The Owners' Association of the
Caves Retirement Village

CONDUCT RULES

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

**SCHEME
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A. Word definitions

At the interpretation of these Rules, unless it appears otherwise out of the context:

“Act” means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force there under;

“Trustee Board” mean the trustees chosen in accordance with article 4 of the Management Rules.

Words and expressions to which a meaning has been assigned in the Act, shall bear the meanings so assigned to them.

“Trustees” also include an alternate trustee.

“Owner” means the registered owner(s) of a unit and he shall be responsible for the members of his family, his servants, workers, guests and his occupants.

“Unit” means the unit that is registered in the owners’ name.

“Exclusive use area” means a unit or units of the communal property for the exclusive use by an owner or owners’ of one or more than one unit like intended in article 27 of the act.

“Communal property” means all lawns, buildings, facilities and grounds on the outside of all units and sections of occupants that also includes exclusive use area.

B. Purpose

These conduct Rules aims to promote the peaceful, harmonised and pleasant community of all owners and occupants, to ensure that good standards are maintained of the appearance of the buildings, structure and gardens and to prevent any behaviour that will harm the community or life-standards of the owners’ or occupants’ or that might have a negative influence on the value of buildings or facilities.

C. Application

- (1) These conduct Rules, the extension of Management Rule 68, and Article 44 of the Act of Sections, Nr. 95 of 1986, as amended from time to time, is applicable and binding on all owners and occupants of units, as well as the trustees, and the management agent/manager (if appointed).

- (2) It is the duty of an owner of a unit to ensure that his visitors, family members, workers and contractors respect these rules. It is also the duty of an owner to ensure that his occupants or the inhabitants of his unit, including their guests, family members, workers and contractors respect these rules.
- (3) If any person mentioned in sub-clause (2) causes any damage to communal property or break any Conduct Rule and are fined with a penalty, the relevant owner of the unit will be responsible for the payment of the penalty or any other relevant cost according to the case.

D. Format

- (1) 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.
- (2) Unless the context otherwise indicates:-
 - (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 include juristic persons, trusts and partnerships and vice versa.
- (3) Unless it is clear from the context of these Rules, words and expressions in the Act on sectional titles Nr 95 of 1986 and annexures thereto, will have the same meaning as in these Rules.
- (4) When any number of days is prescribed in these rules, the days shall be calculated excluding the first day and including the last day, unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- (5) If there is a conflict between the words and figures in the interpretation of a rule, the words shall prevail.

E. Directives

- (1) The trustees may from time to time issue directives in respect of any conduct rule to change it or to recall it. The trustees however do not have the power to create new Rules by means of their Directives.

- (2) The directives of the trustees may not contravene any Rules or Regulation.
- (3) The trustees may by means of their Directives, clarify the practical applications of the Rules and inform owners of the details that are for practical reasons not included in the Rule. An example thereof is the Directive about the placing of rubbish and the hanging of washing.

F. Guidelines

- (1) The trustees may compile a Building and Estetic Guideline for buildings and structures on the property and amend it from time.
- (2) The Guideline can contain guidelines and specifications in connection with the layout of gardens on the property.
- (3) The Guidelines can also contain specifications and drawings, material, colour and the way of installations for the planned changes and structures according to the Conduct Rules, as well as additional rulings in connection with building activities.
- (4) The garden policy as compiled from time to time by the Trustees can also be included in the Guidelines.

CONDUCT RULES

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

This rules replace the Standard Conduct Rules of the Constitution

1. Animals, Insects, Reptiles and Birds (Pets)

- (1) An owner or occupant of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird (pet) in a section or on the common property.
- (2) When granting their consent in terms of sub-rule (1) and from time to time, the trustees may prescribe any reasonable conditions pertaining to the keeping of an animal, insect, reptile or bird, provided that they shall do so in writing.
- (3) The following requirements shall be regarded as conditions imposed by the trustees under sub-rule (2), without detracting from the trustees' discretion to impose further reasonable conditions from time to time:
 - (a) Owners and occupants shall ensure that their pets are not a nuisance to other owners or occupants and also ensure that they do not foul the common property and should be responsible for the removal of thereof or the Trustee can instruct that it be removed at the cost of the owner;
 - (b) Dogs will only be allowed on the communal property if it is under control of a person and on a lease;
 - (c) Owners and occupants shall ensure that their dogs and cats, are tagged according to the directives imposed from time to time by the trustees;
 - (d) All cats must be sterilized.
- (4) The trustees may withdraw their approval in the event of any breach of any condition prescribed in terms of sub-rule (2) or referred to in sub-rule (3), upon which the owner or occupant must immediately remove the pet from the section and the common property.
- (5) The Trustees can impose further provisions to this rule.

2. Refuse disposal

- (1) An owner or occupant of a section shall -
 - (a) maintain in a hygienic and dry condition, a receptacle for refuse (refuse bin) within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;

- (b) ensure that before refuse is placed in such refuse bin, it is securely wrapped in suitable, strong plastic bags (refuse bags), or in the case of tins or other containers, completely drained;
- (c) ensure that bottles and broken glass wrapped in a separate refuse bag and placed next to the refuse bin;
- (d) for the purpose of having his refuse collected, place such refuse bin within the area and at the times designated by the trustees.
- (e) when the refuse has been collected, promptly return his refuse bin to his section or other area referred to in sub-rule (a).

3. Parking, Driving and Wash of Vehicles

- (1) An owner or occupant of a section shall park or stand his vehicle, boat, caravan or trailer in the garage owned by him or leased by him.
- (2) An owner or occupant of a section may park or stand his vehicle on a visitors' parking bay, if available on the common property, provided that he does not misuse it by permanent parking. The trustees may impose parking fees on visitors' parking.
- (3) No boats, caravans, trailers or other vehicles may be parked on the common property, except on the parking bays designated for such purpose by the trustees.
- (4) No vehicle may be parked on more than one parking bay and may also not be parked in such a way that it hinders the traffic flow or the entrance to garages.
- (5) To prevent unwanted sights, garage doors must usually be closed.
- (6) Owners and occupants of sections shall ensure that their vehicles, and the vehicles of their visitors, guests, employees and contractors, do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- (7) No owner or occupant of a section 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) No person may sleep permanently in a vehicle, caravan or trailer on communal property or in a garage.
- (9) On the communal property owners and occupants must:

- (a) with the driving of vehicles adhere to all road signs and specially be on the lookout for pedestrians.
 - (b) not exceed the maximum speed of 20 (twenty) km per hour and not drive in such a manner that is not safely in the opinion of the trustees.
 - (c) not allow that an unlicensed person drive any vehicle.
 - (d) not drive in such a manner which is a nuisance to other owners or occupants.
 - (e) only use hooters in a case of immediate danger or emergency.
 - (f) play no hard music from vehicles.
- (10) Parking of vehicles on communal property is subject to the provision that all vehicles are parked at own risk and that the legal body and/or his agents/employees/contractors not be held responsible for any loss or damage of any nature that a person may have as a result of such parking.
- (11) The Trustees may from time to time issue provisions within this Rule.
- (12) The Trustees may remove a vehicle at the cost of the owner of such vehicle that is parked on communal property that is in contradiction to this Rule, or clamp such vehicle. The trustees may further impose a penalty at which such vehicle may be released, to recover any cost for the process.

4. Damage, Alterations, Attachments, Additions, or Obstructions to the Common Property and Alterations to the Interior of an Unit

- (1) The outside of units including windows and doors are part of the communal property and an owner or occupant of a unit may not damage, change or make improvements to communal property or make attachments thereto, except as stipulated in the Act or Sectional titles nr 95 of 1986, in the Constitution of these Conduct Rules.
- (2) An owner, lessee or occupant of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.
- (3) Notwithstanding sub-rule (2), an owner or person 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 in writing the nature and design of the device and the manner of its installation.

- (4) An owner or a person authorised by him shall not construct the following alterations, attachments, accessories or additions (structures) on any part of the communal property without first obtaining the written consent of the trustees:-
- (a) Radio, television antennas/dishes, air conditioners, solar heating systems, chimneys, canopies, sunscreens, shade net, carports, stairs, braais or any such item;
 - (b) The trustees may give any consent subject to reasonable conditions.
 - (c) The trustees can withdraw their consent at any time if their conditions are not met. At the withdrawal of the trustees' consent, the owner must immediately at his own costs remove such a structure or article and repair the communal property. Should the owner fail to remove such structure and repair the communal property for longer than 14 (fourteen) days after a written notification by the trustees or the managing agent/manager on behalf of the trustees, the trustees can let the structure be removed at the owners' risk and cost and the repair of the communal property and will the owner not have any claim or other action against the legal body or the trustees or against the manager/ managing agent, employees or contractors of the legal body.
- (5) Notwithstanding the provisions of sub-clause (4) above, may the trustees only give consent to braais on conditions that:
- (a) the members of the legal body have approved it by means of a special resolution;
 - (b) the owners that are directly affected by the braais, give their written consent.
- (6) The trustees' written consent must be obtain as follows:-

An owner or his representative must make an written application to the trustees and the application must be accompanied by sufficient plans and specifications to explain the nature, design, shape, size, material, colours and location of the proposed item.

Structural Alterations

- (7) Any structural alteration affecting a section and the common property, and alterations or work to plumbing, electrical installations or conduits, may only be carried out after-
 - (a) compliance with all relevant provisions of the Act and the rules; and
 - (b) obtaining written approval of the local authority, if applicable; and
 - (c) obtaining the written consent of the trustees, which may be accompanied by conditions.
- (8) All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority.
- (9) Whereas an owner may effect alterations to the interior of his section, no work may be done to weight-bearing walls without the written consent of the trustees, who may impose conditions.
- (10) Whilst stoeps and balconies may form part of sections, the enclosure thereof affects the common property as well as the appearance of the buildings. For this reason any enclosure of a stoep or balcony shall be regarded as a structural alteration for the purposes of this rule.
- (11) In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building, and any alterations, additions, modifications, improvements or decorative work which affects the exterior appearance of the section:
 - (a) An application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their provisional consent.
 - (b) The trustees may grant provisional consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The trustees may request the owner to obtain a report from a structural engineer or architect.
 - (c) If provisional consent is given, the owner must proceed to have building plans prepared and approved by the Municipality (if required), and which may not deviate from the sketch plan.

- (d) Before final approval, the owner must canvass the comments of immediate neighbours, and submit same to the trustees for consideration.
- (e) A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees.
- (f) If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant regarding the proposed alterations.
- (g) Within 14 days of obtaining all the required information and advice, the trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions. An owner may not proceed with the work without such consent.
- (h) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

Internal Alterations

- (12) In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings:
 - (a) An application to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their consent to proceed.
 - (b) The trustees shall, within 14 days, convey their consent to proceed, with or without conditions and or directives as to access and the maintenance of security, to the owner, or inform him why such consent cannot be given. An owner may not proceed with the work without such consent.
 - (c) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

All Alterations

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

- (a) The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case may be), for any damage caused by him, his employees, or contractors, to common property or other sections, and indemnifies the body corporate against such damage or any claims arising therefrom.
- (d) The electricity supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
- (e) Any work done in pursuance of this rule, must be done on Mondays to Fridays during the hours 08:00 to 17:00, Saturdays during the hours 09:00 to 13:00, but not at all on Sundays or on public holidays.
- (d) The work done in pursuance of this rule, must be executed with the minimum of discomfort, disturbance, obstruction and nuisance to other occupants and must be concluded as expeditiously as possible, within the time specified by the trustees, if any.
- (e) All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.
- (f) Any deposit payable in terms of this rule shall be paid before commencement of work and shall be repayable 60 days after completion, subject to any deductions made by the trustees.
- (g) All charges, damages, expenses and penalties raised against the owner in terms of this rule, are payable upon demand and, if unpaid, trustees may deduct such items from the owner's deposit and/or add the amount to his levy account.
- (h) The owner must ensure that his employees and contractors comply with the relevant provisions of this rule.
- (14) In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition.
- (15) If any work done by or on behalf of an owner in pursuance of the provisions of this rule results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his levy account.

- (16) Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this rule shall be maintained by the owner concerned (or his successors in title) in a state of good repair and in a clean, neat, hygienic and attractive condition, at his own expense, in the absence of which the trustees may, after having given 30 days written notice to such effect, have the necessary done to remedy the owner's failure, or in their discretion, to withdraw their consent and/or to remove the item at the cost and risk of the owner.
- (17) For the purposes of this rule, the trustees shall have a discretion to decide what constitutes a 'minor alteration,' 'structural alteration' or 'internal alteration' subject to any directives by the Trustees.
- (18) When an owner do any work as described under above Rules without the consent of the trustees, or where an owner failed to abide by the provisions of a consent by the trustees, the trustees may instruct the owner to remove the structure on repair the property at his own cost. Should the owner fail to remove such structure and repair the communal property for longer than 14 (fourteen) days after a written notification by the trustees or the managing agent/manager on behalf of the trustees, the trustees can let the structure be removed at the owners' risk and cost and the repair of the communal property and will the owner not have any claim or other action against the legal body or the trustees or against the manager/ managing agent, employees or contractors of the legal body.

5. Appearance from Outside

- (1) The owner or occupant of a section shall not place or do anything in a section, or on any part of the common property, including balconies, patios, stoeps and gardens which, in the discretion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) No Owner or Occupants may place or leave any item on any communal property unless the trustees give prior written consent to it.
- (3) Owners or occupants shall not erect temporary structures or tents on the communal property without the prior written consent of the trustees.

6. Signs and Notices

- (1) No owner or occupant 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 written consent of the trustees first having being obtained. The trustees may attach any reasonable conditions to their consent.

- (2) The trustees may request the owner or occupant to immediately remove the unauthorised sign, notice, billboard or advertisement at his own risk and cost. If an owner fails to remove the sign, notice, billboard or advertisement and any such failure persists for a period of fourteen days after the giving of written notice to remove by the trustees, the trustees may effect such removal at the owner's risk and cost.

7. Refuse

- (1) Subject to Conduct Rule 2, an owner or occupant of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

8. Laundry

- (1) An owner or occupant of a section shall not, without the consent of the trustees in writing, erect his own washing lines on communal property, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside of the building or from any other section.
- (2) An owner or occupant may hang his washing or laundry on the specific area of the common property designated for that purpose.
- (3) The hanging of laundry will be at the owners' or occupants' risk.

9. Storage of Inflammatory Material and other Dangerous Acts

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

10. Letting and Occupancy of Units

- (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.
- (2) It is the owners' duty to ensure that the occupants of his unit are informed of the Conduct Rules and abide by it.
- (3) An owner must supply the trustees with a copy of the rental agreement or other agreement for the right to occupy together with copies of identity documents of the occupants.

- (4) Owners or occupants must not allow that more persons are occupying a unit permanently as indicated below:-
 - (a) 1 (one) person in the case of a bachelor's unit
 - (b) 2 (two) persons in the case of a 1 bedroom unit
 - (c) 3 (three) persons in the case of a unit with more than 1 bedroom.
- (5) An additional person or persons may occupy a unit if the written consent of the trustees are obtain which may contain any reasonably conditions.

11. Eradication of Pests

- (1) An owner shall keep his section free of rats, mice, 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 upon 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. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

12. Noise, disturbance

- (1) An owner or occupant of a section shall not at any time cause a noise, nuisance or disturbance to other owners or occupants of sections. Particularly between the hours of 13:00 and 15:00 and also between 21:00 and 06:00 owners and occupants shall maintain quietness in their sections and on the common property.
- (2) All radios, hi-fi sets, televisions, electrical appliances and music instruments must be kept at audio levels, which are reasonable in the discretion of the trustees.
- (3) The horns of vehicles may not be sounded at any time on the common property, except as a warning of imminent danger or in case of an emergency.
- (4) No fireworks or crackers may be lit or exploded in sections or on the common property.
- (5) No firearm may be discharged in a section or on the common property, except in self-defence or for related purposes.
- (6) No activity or hobby or similar items that may cause a nuisance to other owners or occupants may be practised on the common property.

13. Common Property and Facilities

- (1) The scheme also comprises of the following facilities for use by owners and occupants:

Frail Care Centre (Sickbay)

- (2) Owners and occupants with Frail Car rights or the rights to the use of the sickbay are entitled to services provide from time to time by the Care Centre providing:
- (a) Owners and occupants must obey the rules pertaining to the care centre and the reasonable conditions laid down form time to time by the trustees at all times. In this regard the trustees reserve the right to impose a waiting period before submission to the car centre can take place.
 - (b) Submission to the care centre or the use of services ability of beds and / or rained personnel.
 - (c) Submission to the car centre is also subject to the payment of sickbay levies or payment of the applicable out-patient rates (if applicable)
 - (d) Over and above payment of rates as stipulated in (c) above, patients are also responsible for payment of additional costs regarding meals, medical services sundry user items etc.
 - (e) Frail Care (Sickbay) services can also be provided to owners/occupants residing outside the care centre providing patients adhere to the Rules and Conditions imposed by the trustees as well as the availability of staff.
 - (f) The provision of Care Centre services will only be provided if recommended by the Sister in charge in consultation with a medical practitioner.
 - (g) Should the health of a patient in the Care Centre deteriorate mentally or physically to such a degree that the Sister in charge in consultation with a medical consultant recommend additional medical care, the trustees will have the right to, in consultation with the patient's family or his/her rightful representative:-
 - (i) Provide additional care/treatment if possible, or
 - (ii) Appoint a competent person to treat the patient, or
 - (iii) Have the patient transferred to a hospital or institution where the necessary professional services can be provided.

Provided that the patient will be responsible for payment of all costs associated with this additional care or treatment incurred by the Body Corporate.

Services Centre

- (3) Owners/Occupants are entitled to the services provided by the centre including use of the dining room lounge, library, hairdresser, boardroom, outside braai facility, stoep area, mail facilities, minibus service and the communal gardens provided:-
- (a) People must obey all rules imposed by the trustees from time to time.
 - (b) Owners/Occupants must pay the rates/tariffs determined by the trustees from time to time for the specific service/facility.
 - (c) Owners/Occupants must obtain written permission from the trustees before a facility may be utilized by a group of people.
 - (d) Visitors may utilize facilities only if accompanied by the owner/occupant.
 - (e) Owners/Occupants may not infringe on the rights of others while using the facilities.
 - (f) Owners are responsible to clean all facilities properly after use.

14. Gardens and Courtyards

- (1) Owners/ Occupants must comply with the garden guidelines determined by the trustees from time to time.
- (2) Owners/Occupants are allowed to create flower/shrub beds on the communal property around his/her portion providing they comply with the following conditions.
 - (a) Only trees and shrubs approved/recommended in the guidelines of the trustees and the garden policy may be planted.
 - (b) When planting trees/shrubs the distances from neighbouring units and the fair division of garden areas as provided for in the guidelines must be taken into account.
 - (c) Trees may only be planted on communal property after obtaining written approval from the trustees and subject to guidelines issued by the trustees.
 - (d) Watering/irrigation of gardens will be for the individual owner's own account.

- (e) No creepers (climbing plants) may be planted near individual units as these plants may cover outside walls of communal properties and cause damage or costly maintenance.
- (f) Trustees may impose additional rules regulations in this regard.

15. Business Activities

- (1) Owners may not use their units or the communal property for industrial purposes. No activities resulting in people congregating at units or communal areas may be practised by owners without written consent from the trustees and/or approval by local authorities (if applicable).
- (2) No auction sale of exhibitions may be held in units or on communal property without written consent from the trustees.
- (3) No vendors will be allowed on the premises.
- (4) No collection lists may be circulated without the written consent of the trustees.

16. Employers

- (1) Owners and occupants of sections shall not request the employees of the body corporate to do work for them during their working hours.
- (2) Owners and occupants of sections shall not give instructions to the employees of the body corporate or otherwise interfere with them in the performance of their work and duties.
- (3) Owners and occupants of sections shall ensure that their employees and domestic workers are registered with the Body Corporate and ensure that they obey these Conduct Rules.

17. Security

- (1) Owners and occupants of sections shall, in the interest of the safety and security of all other owners and occupants of sections:
 - (a) ensure that upon entering or leaving the premises, the relevant gate is properly closed;
 - (b) ensure that no unauthorised or unknown person enters the premises through any door or gate and never open a door or gate for an unauthorised or unknown person;
 - (c) report the presence of any suspicious person on the premises to the trustees or the manager or security personnel;

- (d) comply with all further security measures imposed from time to time by the trustees in their Directives.

18. Risk and Liability

- (1) All persons enter the premises and buildings at their own risk and make use of the facilities at their own risk.
- (2) The body corporate shall not be liable for any claim by an owner or occupant of a section or his workmen, contractor, domestic worker, visitor, guest or family member or any other person by reason of any injury, medical expense, loss of life, damage or loss of property or otherwise, which occurred in a section or on the common property, arising from fire, theft, a structural defect to a building or facility, and whether caused by a human, animal, natural phenomena or otherwise. The body corporate shall not be liable for any act done by or for any neglect of the trustees, or the employees, agents or contractors of the body corporate.
- (3) The body corporate shall not be liable for damage, loss or non-delivery of goods or mail to any owner or occupant.
- (4) Should an owner or occupant of a section or his contractor, domestic worker, visitor, guest or family member cause any damages of whatsoever nature to the common property, the owner of the section shall be liable to the body corporate for the damages.

19. Complains

- (1) Owners and occupiers of sections shall inform the managing agent in writing of any complaints, requests or problems that they experience in respect of the building or in regard to other occupants of sections.

20. Contravention of Rules

- (1) If **Conduct Rule 1** is contravened, the trustees may:-
 - (a) withdraw consent to keep such pet(s), whereafter the owner or occupant must immediately remove such pet(s). If the owner or occupant's refusal continues for a period of 30 days after the written notice to remove by the trustees or the managing agent/manager on behalf of the trustees, the trustees may apply to a Court of Jurisdiction for an order to remove the pet(s) and the owner of the relevant unit will be responsible for the legal and other costs that relate to the Court Application, or
 - (b) impose a penalty in accordance with Conduct Rule 21, or
 - (c) get an interdict, or

- (d) execute more than one of above options.
- (2) If **Conduct Rule 3** is contravened, the Trustees may:-
- (a) clamp the wheels of the vehicle for the risk and cost of the owner thereof and/or the person in control of that vehicle, or
 - (b) let the clamped vehicle be released, subject to the payment of a releasing fee, or
 - (c) let the vehicle be removed or towed away; for the risk and cost of the owner thereof and/or the person in control of the vehicle, or
 - (d) impose a penalty in accordance with Conduct Rule 21, or
 - (e) get an interdict, or
 - (f) execute more than one of above options.
- (3) If **Conduct Rule 4 or 5** is contravened, the trustees may:-
- (a) order the owner or occupant to remove the structure (object) at his own cost and to repair the property or have it repaired. If an owner fail to remove the structure (object) and repair the communal property and such failure continue for a period of 14 (fourteen) days after written notice to remove (and to repair) by the trustees or the managing agent/manager on behalf of the trustees, the trustees may have it removed on the owner's risk and cost and repair the communal property and will the owner have now claim for damages or impose other action against the body corporate or the trustees or the managing agent/manager, workers/contractors of the body corporate due to such removal, or
 - (b) impose a penalty in accordance with Conduct Rule 21, or
 - (c) get an interdict, or
 - (d) execute more than one of above options.
- (4) If any **other Conduct Rule** is contravened, the trustees may:-
- (a) impose a penalty in accordance with Conduct Rule 21, or
 - (b) get an interdict, or
 - (c) execute more than one of above options.

21. Imposing of Fines

- (1) If the actions of an owner of an unit, his occupant or his visitors, cause an nuisance according to the judgement of the trustees, or if the owner, occupant, or visitor contravene or ignore any of the Management or Conduct Rules, the trustees may issue a written notice to the owner or the occupant either be delivered by hand or registered post at the discretion of the trustees. The relevant actions that cause the nuisance must be described adequately or the Rule that was contravened, must be clearly indicated in the notice. The alleged transgressor must also be warned that if he/she continue with his/her transgression, a penalty be issued to the owner of the unit.
- (2) If the owner or the occupant nevertheless continue with the particular action or with the ignorance of a particular Rule, the trustees may call for a trustee meeting to consider the matter and impose a penalty.
- (3) The alleged transgressor must be informed at least 7 days of the trustee meeting in writing of the purpose of the meeting and be requested to attend the meeting.
- (4) After the owner or occupant were given a chance to put his/her case, the trustees may by virtue of a special resolution (75% of the trustees must attend the meeting with a minimum of 3 trustees) impose a first penalty for the initial transgression and a follow up penalty for further identical transgression.
- (5) Any penalty imposed in accordance with sub rule (4), may be added to the levy that an owner is obliged to pay in accordance with article 37(1) of the Act, if it is not paid within 14 (fourteen) days after the transgressor was given the penalty. It can therefore be claimed as part of the monthly levy, that is payable by the owner.
- (6) The body corporate may from time to time at a general meeting revise the penalties for a first transgression or a subsequent transgression.
- (7) Notwithstanding sub rules (1) tot (6), the trustees may, in appropriate conditions, apply to a Court of Jurisdiction for an order or interdict if the owner or occupant ignore or transgress the Management or Conduct Rules.
