

# FISH EAGLE MEWS BODY CORPORATE

Scheme Number/Year: \_\_\_\_\_



# RULES & REGULATIONS

# EXPLANATORY NOTES

**What is common property?** This comprises of the areas which are owned and used by all owners, e.g. the grounds, driveways, roads, recreation facilities, corridors, entrance areas and exterior of the building and which are not sections.

**What are exclusive use areas?** Parts of the common property, e.g. a parking bay or garden area, which may be set apart for the exclusive use by an owner of a section, in terms of the registered sectional plan or in terms of the scheme's rules. Different legal consequences flow from these two types of exclusive use areas. Practically however, the rights that the owner has in respect of the exclusive use area, are the same.

**Who or what is a Body Corporate?** Sectional title developments are governed by a Body Corporate (BC), which is the collective name given to all the owners of units within any particular scheme.

**Can a unit be extended, or altered?** Yes, but only after: › The approval of the Body Corporate is obtained; › The approval of the local authority is obtained; › A sectional plan of subdivision / extension / consolidation has been drawn up by a land surveyor and approved by the Surveyor General; › An application to the Deeds Office to register the extension / subdivision / consolidation has been made; and › Consent of bondholder is obtained.

**What are conduct rules?** Each scheme has a set of Conduct Rules to regulate the conduct of owners in the scheme such as rules regarding the keeping of pets, refuse removal, etc. It is possible for the Body Corporate, by special resolution (75% majority), to amend, substitute, add to or repeal the conduct or rules from time to time.

**What are levies?** When you buy a sectional title unit in a sectional title scheme, as owner you will be required to pay a certain monthly amount, in the form of levies, to the Body Corporate of the sectional title scheme which must be used for the maintenance and day-to-day management of the scheme. According to the Sectional Titles Act ("the Act") the owners have to pay levies and the Body Corporate is required to collect such.

Levies can be applied for a number of purposes, most prominently being:

- Repair, upkeep, management and administration of the scheme's common property.
- Payment of local authority charges *inter alia*: electricity, gas, water, sewer and effluent etc..
- Fulfilment of any obligation incurred by the Body Corporate.
- Complex security
- Insurance cover for the common property
- Services providers which may include garden service, security, armed response, auditing fees, management fees
- Salaries of staff (cleaners, gardeners etc.) employed by the Body Corporate, if any.

The levy payable by any one owner is calculated with reference to the floor area of a given section, in relation to the total floor area of all the sections in the scheme. This is referred to as a section's participation quota. - Thus the total annual budget divided by 12 = required monthly budget for the scheme. - floor area of owner's section divided by the total floor area for all sections x 100 = percentage of monthly budget payable by the owner.

Compulsory levies – include administrative fund Levy, maintenance reserve fund and CSOS levy.

The administrative fund - is used to fund the estimated annual operating expenses of the Body Corporate for the particular financial year. Such expenses will include management and administration

of the common property, including *inter alia*: municipal charges and insurance premiums, management fees, service contracts relating to the sectional buildings or land.

The reserve fund in turn is - used primarily to cover the (unexpected) costs of future maintenance and repairs of the common property.

The CSOS levy -Every community scheme must in each calendar year, on a quarterly basis pay to the Ombud Service a compulsory levy, subject to discounts or waivers as may be prescribed. The compulsory contribution is calculated according to the following formula: The lesser of R40, or 2% of the amount by which the monthly levy charged by the Scheme exceeds R500 i.e. (your levy minus R500) x 2% up to a maximum of R40.

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## 1. INTRODUCTION

- 1.1 The purpose of these rules is the maintenance of common courtesy and regard for the rights of all residents to sustain an orderly use of common amenities and ensure the maintenance of high standards of living for the mutual benefit of all residents. The Trustees hereby publish the following schedule of Rules. We respectfully request your co-operation in abiding by these rules.
- 1.2 These rules are enforceable by law and must be observed by all persons within the scheme, including owners, visitors, guests, occupants, family members, contractors, sub-contractors, employees, lessees, residents, letting agents.
- 1.3 These rules must be read in conjunction with the Sectional Titles Schemes Management Act, act 8 of 2011 and regulations and the Sectional Titles Act, Act 95 of 1986 as amended.

## 2. INTERPRETATION & DEFINITIONS

- 2.1 **“Common property”**, in relation to a scheme, means-
- (a) The land included in the scheme.
  - (b) Such parts of the building or buildings as are not included in a section; and land referred to in section 5(1)(d);
- 2.2 **“land”** means the land comprised in a scheme as shown on a sectional plan.
- 2.3 **“building”** means a structure of a permanent nature erected or to be erected and which is shown on a sectional plan as part of a scheme.
- 2.4 **“Primary section”** means a section designed to be used for human occupation as a residence, office, shop, factory or for any other type of use allowed in terms of the local municipal by-laws, not being a utility section.
- 2.5 **“utility section”** means a section which, in terms of local municipality by-laws, is designed to be used as an accessory to a primary section, such as a bathroom, toilet, storeroom, workshop, shed, servant’s quarters, parking garage, parking bay or other utility area, not being a primary section.”
- 2.6 **“ombud”** means ombud as defined in Section 1 of the Community Schemes Ombuds Service Act, 2010;
- 2.7 **“the Act”** means the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011);
- 2.8 **“rules”** in relation to a building which is divided into section and common property, means the management rules and conduct rules referred to in section 10(2)(a) and (b), respectively.
- 2.9 **“These regulations”** include the Annexures.
- “Body Corporate”**, in relation to a building and the land in a Sectional Title Scheme, means the Body Corporate of that building. With effect from the date on which any person other than the developer becomes an owner of a unit in a scheme, there shall be deemed to be established for that scheme a Body Corporate of which the developer and such person are members, and any person who thereafter becomes an owner of a unit in that scheme is a member of that Body Corporate.

“**owner**” in relation to a unit or a section or an undivided share in the common property forming part of such unit, means, subject to subsection (5), the person in whose name the unit is registered at a Deeds Registry in terms of the Sectional Titles Act or in whom ownership is vested by statute, including the Trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who has died, or the representative of an owner, who is a minor or of unsound mind, recognised by law, and “owned” and “ownership” have a corresponding meaning;

When a person becomes the registered owner of a section in the scheme, he shall *ipso facto* become a member of the Body Corporate.

“**occupier**” in relation to any premises means—  
any person in actual occupation of such premises.  
any person legally entitled to occupy such premises;

“**managing agent**” means any person who provides scheme management services to the Body Corporate for reward, whether monetary or otherwise, including any person who is employed to render such services.

“**participation quota**”, in relation to a section or the owner of a section, means percentage determined in accordance with the provisions of section 32(1) and (2) of the Sectional Titles Act in respect of that section for the purposes referred to in section 32(3) of the Act, and shown on a sectional plan in accordance with the provisions of section 5(3)(g) of that Act;

“**quota**”, in relation to a section or the owner of a section, means the participation quota of that section.

### Words importing

The singular number only shall include the plural, and the converse shall also apply.

The masculine gender shall include the feminine, and neuter genders and the neuter gender shall include the masculine and feminine genders. Reference to a natural person shall include reference to a juristic person.

The headings to the respective rules are provided for convenience of references only and are not to be taken into account in the interpretation of rules.

- a) The words “**include**” and “**including**” mean “**include without limitation**” and “**including without limitation**”. The use of the words “**include**” and “**including**” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it
- b) The words “shall” and “will” and “must” used in the context of any obligation or restriction imposed on a party have the same meaning;
- c) A reference to any statutory Act shall be construed as a reference to that Act as at the commencement date and as amended or substituted from time to time;
- d) Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

## 3. DIRECTIVES

- 3.1** The Trustees may from time-to-time issue directives in connection with any conduct rule.
- 3.2** The directives shall not be in conflict with any management or conduct rule.
- 3.3** The directives shall provide direction as to the practical application of a conduct rule. The Trustees may through their directives regulate, guide and clarify practical matters pertaining to a conduct rule. The Trustees are not authorized to create further conduct rules through their issuing of directives.

#### **4. CONFIDENTIAL INFORMATION & SOCIAL MEDIA POPIA & PAIA**

- 4.1** PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000 (“PAIA”) PROTECTION OF PERSONAL INFORMATION ACT, ACT 4 OF 2013 (“POPIA”)
- 4.2** Definitions and purpose
- a.** “**biometrics**” means a technique of personal identification that is based on physical, physiological or behavioural characterisation including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition.
- b.** “**de-identify**”, in relation to personal information of a data subject, means to delete any information that –
- Identifies the data subject;
  - Can be used or manipulated by a reasonably foreseeable method to identify the ‘data subject’; or
  - Can be linked by a reasonably foreseeable method to other information that identifies the data subject.
- c.** “**person**” means a natural person or a juristic person.
- d.** “**child**” means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to make any action or decision in respect of any matter concerning him/or herself.
- e.** “**Data subject**” means the person to whom *Personal Information* relates.
- f.** “**Personal information**” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to –
1. Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
  2. Information relating to the education or the medical, financial, criminal or employment history of the person.
  3. Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person.
  4. The biometric information of the person.
  5. The personal opinions, views or preferences of the person.
  6. Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence.
  7. The view or opinion of another individual about the person; and
  8. The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

- g.** “**processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning *Personal Information*, including –
- The collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use.
  - Dissemination by means of transmission, distribution or making available in any other form; or
  - Merging, linking, as well as restriction, degradation, erasure or destruction of information.
- 4.3** All owners and occupiers information is considered confidential and may not, without the disclosing party’s written consent, directly or indirectly be communicated or disclosed (whether in writing or orally or in any other manner) to any other person/third party.
- 4.4** Abuse of social media and any inflammatory statements regarding the scheme or any of its members/agents/residents, service providers are strictly prohibited.
- 4.5** The Body Corporate is a “Private Body” and “Responsible Party” as defined in the POPIA and the PAIA. In this rule, capitalized italicized words shall have the meaning attributed to them in the POPIA and the PAIA and ‘*Personal Information*’ shall include the video footage of CCTV cameras installed by the Body Corporate.
- 4.6** The Body Corporate is obligated to ensure that it complies with the POPIA and the PAIA when *Processing Personal Information* of owners/occupiers, their employees and other ‘*data subjects*’ and when receiving requests for information.
- 4.7** For the purposes of the POPIA, the Owners expressly consent to the *Processing* of their *Personal Information* by the Body Corporate.
- 4.8** Every owner shall obtain and will be deemed by the Body Corporate to have obtained, and will at all times have in place, the written consent of their tenants/occupiers and employees (such consent to be provided in the lease/employment contract(s) or other signed document, as applicable), for the Body Corporate to *Process* the tenants/occupiers and employees *Personal Information*.
- 4.9** Every owner/occupier and their employees shall be required to sign a consent form for the Body Corporate/Service Provider to *Process* their biometric information enabling them to have access to the scheme, failing which they will not be enabled to access the scheme via the biometric system.
- 4.10** Each owner/occupier shall be required to fulfil the applicable terms of the Body Corporate, before being provided with *Personal Information* of the Body Corporate and/or owners/occupiers and/or other ‘*data subjects*’ and to sign a non-disclosure agreement and any other documents, deemed necessary by the Body Corporate, in it’s sole discretion. Each owner/occupier shall also be required to reasonably satisfy the Body Corporate in writing that the owner/occupier has in place the necessary measures, to comply with Section 19 of the POPIA – security measures.
- 4.11** Each owner/occupier shall ensure, that if they lawfully come into possession of any *Personal Information* of the Body Corporate and/or owners/occupiers and/or other ‘*data subjects*’, that they comply with the POPIA and the 8 conditions in Chapter 3 of the POPIA, in respect of *Processing the Personal Information* and that they will take the appropriate steps set out in the POPIA to protect the *Personal Information*, will not disseminate it and will destroy/de-identify it, when no longer authorised to retain it or when the purpose for which it was provided has been fulfilled. On request by the Body Corporate, each owner/occupier shall within 7 (seven) days, reasonably satisfy the Body Corporate in writing, of compliance with this rule.



- 4.12** Section 34 of the POPIA prohibits the processing of children's *Personal Information*, subject to section 35, which provides for exceptions where children's personal data may be processed. An exception is that the *Processing of a child's Personal Data* **must** be carried out with the prior **consent of a competent person**, that person being a parent or legal guardian.
- 4.13** Failure by an owner/occupier to comply with the contents of the aforementioned rules will draw a penalty being imposed by the scheme executives on the owner. Refer to the penalty clause below.
- 4.14** CCTV Surveillance is performed using devices that are visible and obvious and situated in prominent positions.

The CCTV surveillance system is intended for the purposes of:

- Deterring, detecting and defending against criminal, malicious damage inter alia vandalism and anti-social behaviour on common property.
  - Protecting the Responsible Parties buildings and assets.
  - Promoting safety and security of its members, residents, visitors, guests, contractors/sub-contractors and agents (this list is not exhaustive);
  - Investigating accidents in respect of common property claims.
  - Deterring and detecting crime.
  - Assisting in identifying, apprehending and prosecuting offenders.
- 4.15** Video monitoring of public areas, for security purposes, within the scheme, is limited to areas that do not violate the reasonable expectation to privacy as defined by law.
- 4.16** CCTV surveillance network employs fixed cameras, designed and deployed to record images of individuals, as well as vehicle and vehicle registration plates, in public spaces, which form part of the common property.
- 4.17** All Data recorded on the CCTV network shall be reviewed by the operational staff employed by contracted companies, who will monitor the CCTV surveillance feed for the purpose of assisting with the identification and prevention criminal activity and in the interests of public safety and security.
- 4.18** The CCTV surveillance cameras will be situated in, and will cover, only areas in which the public has unrestricted access and areas that are within public view.
- 4.19** **ACCESS TO DATA BY PRIVATE INDIVIDUALS**

Individuals have the right to access Data of themselves in terms of the Act. Individuals may request that the relevant responsible party confirm, free of charge, whether the individual has been recorded on the CCTV network.

Individuals who have concerns over a potential infringement of their privacy may request a review of camera operations by contacting the parties responsible (the Body Corporate) for monitoring the Data.

The requests for access to Data must include: -

1. exact date and time the images were recorded.
2. information to identify the individual (if necessary);
3. proof of identity; and
4. location/area of the CCTV camera presumed to have recorded the Data.

The party responsible for monitoring the Data in question shall promptly respond to the request. In accordance with the Act, the party responsible for monitoring the Data in question may provide a record or a description of the Data that it has in its possession.

A downloadable copy of the Data shall only be provided if, in the opinion of the responsible party, the Data requested does not contain personal information of anyone other than the requesting party and/or will be maintained safe and secure.

A reasonable fee will be charged for access to the Data, which fee shall be determined with reference to the time, technical expertise and resources which are required to be expended on retrieving the Data and, where necessary, sanitising and de-identifying the Data to ensure no third-party rights are affected. The requesting party will be provided with a quotation for this fee as required by the Act.

**4.20** Filming or recording any person without their consent is strictly prohibited.

## **5. DUTIES OF OWNERS**

**5.1** An owner must –

- a) permit any person authorised in writing by the Body Corporate, during reasonable hours and on notice (except in case of emergency, when no notice is required), to enter his or her section or exclusive use area for the purposes of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the section and capable of being used in connection with the enjoyment of any other section or common property, or for the purpose of ensuring that this Act and Rules are being observed;
- b) use and enjoy the common property in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other owners or other persons lawfully on the premises.
- c) notify the Body Corporate forthwith of any change of ownership or occupancy (including tenant movement) in his or her section and of any mortgage; and
- d) When the purpose for which a section or exclusive use area is intended to be used is shown expressly or by implication on or by a registered section plan, not use nor permit such section or exclusive use area to be used for any other purpose: Provided that with the written consent of all owners such section or exclusive use area may be used for that purpose as consented to.

## **6. ELECTRICITY**

**6.1** "**Safety standard**" means the Code of Practice for the Wiring of Premises SANS 10142-1 incorporated in the Regulations; "

**6.2** "**service connection**" means the cable or conductor leading from the supply main to the point of supply of the electrical installation and includes any high voltage or other equipment connected to that cable or conductor, any meter and any board, panel or other device to which the meter is fixed and all installation work and apparatus associated with the said equipment, meter or other device installed by the council or Body Corporate; The owner shall be solely responsible for the electrical installation within the section. If for whatever reason this is rendered faulty or damaged or inoperative the owner shall advise the Trustees thereof and forthwith repair or replace such installation.

**6.3** No owner or occupier shall in any manner or for any reason whatsoever tamper with, interfere with, vandalise, fix advertising medium to, or deface any meter or metering equipment or service connection or service protective device or supply mains or any other equipment of the

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- Body Corporate/Council or illegally connect into the electricity wiring of any other section or common property.
- 6.4** No owner or occupier shall make any unauthorized connection to any part of the supply mains of the common property or divert or cause to be diverted any electricity therefrom.
- 6.5** Sealed Apparatus - Where any seal or lock has been placed by the Body Corporate on any meter, service fuse, service circuit breaker or other similar apparatus or cabinet or room in which such apparatus is accommodated, whether or not belonging to the Body Corporate, no owner or occupier other than an authorised employee/contractor of the Body Corporate shall for any reason whatsoever remove, break, deface or otherwise interfere with any such seal or lock.
- 6.6** No owner or occupier shall enter the enclosure accommodating the Body Corporates supply equipment or touch or interfere with any apparatus therein.
- 6.7** Where prima facie evidence exists of an owner and/or any occupier having contravened subsection (6.4), legal action may be instituted against such individual and a penalty fee of R500.00 may be instituted.
- 6.8** The Body Corporate may require an owner to submit for approval a diagram and specifications covering any proposed alteration, extension or repair to any electrical installation inside a section and, where the Body Corporate requires such a diagram and specifications, the proposed work shall not be commenced until they have been submitted and approved by the Trustees.
- 6.9** All owners are required when altering, or repairing any electrical installation in the section to be in possession of a valid certificate of compliance and to produce such certificate on request to the Managing Agent in compliance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Code of Practice for the Wiring of Premises SANS 10142-1 incorporated in the regulations must be complied with.
- 6.10** The Body Corporate shall, through its employees, contractors and their assistants and advisers, have reasonable access to or over any part of common property, or exclusive use area for the purposes of inspecting and examining any service mains and anything connected therewith and repairing any service mains, and anything connected therewith.
- 6.11** If any damage occurs to a cable or any part of a service connection on common property, the owner shall inform the Body Corporate as soon as he becomes aware of that fact and the Body Corporate or a person authorised by him shall repair the damage.
- 6.12** The amount of electricity supplied to any premises during any meter reading period shall be taken as the difference of the reading of the meters thereon at the beginning and the end of such period. The reading shown by a meter shall be prima facie proof of the electrical energy consumed.
- 6.13** If, at the request of an owner, the meter is read by an authorised employee/electrical contractor of the Body Corporate at any time other than the date set aside by the Body Corporate for that purpose, a charge determined by the Trustees shall be payable by such owner for such reading.
- 6.14** If an owner has reason to believe that a meter is not registering correctly, he may give written notice to the Body Corporate that he requires the meter to be tested, where after the Body Corporate shall as soon as reasonably possible subject the meter to testing.
- 6.15** The Body Corporates' finding as to the accuracy of a meter after the test referred to in subsection (6.14) has been carried out shall be final, and a meter shall be deemed to be
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registering correctly if it is shown by such test to be over-or under-registering by not more than an average of five percent when tested in accordance with the code of practice of the South African Bureau of Standards for the testing of electricity meters.

- 6.16** The Body Corporate shall, immediately before removing a meter for testing, take a reading of that meter and the current meter reading period shall be terminated at the time of such reading.
- 6.17** If, after testing a meter, the Body Corporate is satisfied that it is over or under registering, the Body Corporate shall render to the owner a statement of account adjusted in accordance with the consumption ascertained to have been over-or under-registered in respect of the period, the length of which shall be determined by the Body Corporate, prior to the date of termination of the current meter reading period in terms.
- 6.18** When the Body Corporate is satisfied that a meter has ceased to register correctly, the reading shown thereby shall be disregarded and the owner shall be charged, in respect of the current meter reading period, the same amount as the owner has paid in respect of the corresponding period in the preceding year subject to the adjustment necessitated by any alteration to the electrical installation or the charge determined by the Body Corporate; or if the owner was not in occupation of the premises during the corresponding period referred to shall be charged on the basis of his consumption during the three months preceding the last date on which the meter was found to be registering correctly; or if the owner was not in occupation of the premises during the whole of the period referred to, shall be charged on the basis of his consumption during the three months following the date from which the meter was again registering correctly.
- 6.19** If it can be established that the meter has been registering incorrectly for a longer period than the meter reading period referred to in sub-clause (6.18), the owner may be charged with the amount determined in accordance with the said subsection or for a longer period: Provided that no amount shall be so charged in respect of a period in excess of 38 (thirty eight) months prior to the date on which the meter was found to be registering incorrectly.
- 6.20** An owner is entitled, to give the Body Corporate reasonable notice of his, her or its intention, to be present at the testing of any meter in which the owner is interested.
- 6.21** When it appears that an owner has not been charged or incorrectly charged for electricity due to the application of an incorrect charge or on any other grounds other than inaccuracy of a meter, the Body Corporate shall conduct such investigations, enquiries and tests as it deems necessary and shall, if satisfied that the owner should have been charged or has been incorrectly charged, adjust the account accordingly: Provided that no such adjustment shall be made in respect of a period in excess of 6 (six) months prior to the date on which the incorrect charge was observed or the Body Corporate was notified of such incorrect charge by the owner. Where such owner is found to have been correctly charged, the owner shall be charged the cost of conducting such investigations, enquiries and tests.
- 6.22** The Body Corporate may with notice temporarily discontinue the supply to any electrical installation for the purpose of effecting repairs or making inspections or conducting tests or for any other purposes related to its supply main or other works on common property. (Except in cases of extreme emergency where no notice will be provided).
- 6.23** No person other than a competent person shall undertake the installation, repair, alteration, extension, examination or operation of or touch or do anything to or in connection with high voltage apparatus.

- 6.24** The Body Corporate shall not be under any liability in respect of any installation or other work or for any loss or damage caused by fire or other accident arising wholly or partly from the condition of an electrical installation inside a section.
- 6.25** Irregular Supply - The Body Corporate shall not be liable for the consequences to the owner or any other person of any stoppage, failure, variation, surge or other deficiency of electricity from whatsoever cause.
- 6.26** Complaints of failure of supply - If an authorised employee of the Body Corporate is called to an owner's section to attend to a complaint of any failure of supply and the cause thereof is found to be on the owner's electrical installation, a charge determined by the Body Corporate shall be payable by such owner for each such attendance.

## **7. COMMON PROPERTY GARDENS AND EXCLUSIVE USE GARDENS**

- 7.1** The boundaries of private gardens are defined by the walls and fences surrounding them. No owner or occupier may extend the boundary of their private garden.
- 7.2** Manholes and drains which form part of common property may not be covered and flower beds should be designed around them so as to at all times allow easy access for routine maintenance.
- 7.3** Self-supporting creepers (adhering to walls) are specifically prohibited.
- 7.4** Individual gardens must be regularly maintained to a high standard and gardening implements must be placed out of view of the general public.
- 7.5** All foliage, shrubs and tree branches must be regularly trimmed back as far as possible away from the boundary wall and electric fence.
- 7.6** No plant or flower may be picked from nor any damage caused to the garden areas that form part of common property and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way. Any owner/occupier in contravention will be liable for all costs to replace the damaged areas.
- 7.7** No flora or fauna or pot plant may be placed on the common property walkways as this poses a tripping hazard.
- 7.8** All declared invasive alien plants, trees, shrubs and grasses are not permitted within the estate and may not be cultivated.
- 7.9** Any form of exotic plant that is not indigenous may not be planted.
- 7.10** Any owner with rights to an exclusive use garden area, shall be responsible for watering that garden area and all local authority rules or special regulations regarding water usage shall be adhered to. The owner/occupier shall be liable for any penalty imposed by the local authority in respect of watering a garden in contravention of any water restrictions applicable at the time.
- 7.11** No form of irrigation may be installed without formal application and written consent from the Trustees. The proposed irrigation layout, pipelines, sprinkler positions and sprinkler types and intended coverage area must be shown on a plan.

- 7.12 No owner/occupier may issue any instruction to a gardener or garden service. All requests, suggestions or complaints must be reduced to writing and referred to the Trustees for consideration.

## 8. WATER AND SEWAGE DISPOSAL SYSTEM

### Water

- 8.1 "**plumber**" means a person who has passed a qualifying trade test in plumbing or has been issued with a certificate of proficiency for plumbing in terms of the Manpower Training Act, 1981 (Act 56 of 1981) as amended, or holds such other qualification as may be required under the South African Qualifications Authority Act, 1995 (Act 58 of 1995).
- 8.2 No person may interfere with, or wilfully or negligently damage, or permit damage to or interference with any part of the water supply system or sewage disposal system which forms part of common property belonging to the Body Corporate.
- 8.3 No person may prevent or restrict physical access to the common property water supply system or sewage disposal system by any employee of the Body Corporate.
- 8.4 No person who is not a qualified plumber may be permitted to –
- (a) do any installation work, replacement or repair of an existing pipe or water fitting.
  - (b) replace a fixed water heater or its associated protective devices;
  - (c) service, repair or replace a back-flow preventer.
- 8.5 The Body Corporate shall be liable for the maintenance of any meter, piping and associated valves which form part of common property.
- 8.6 Notwithstanding that a water-heating installation forms part of the common property and is insured by the Body Corporate, a member must maintain, repair and, when necessary, replace such an installation which serves that member's section or exclusive use area; provided that where such an installation serves sections owned or exclusive use areas held by more than one member, the members concerned must share the maintenance, repair and replacement costs on a pro-rata basis.
- As of August 2018, the National Regulator for Compulsory Specifications (NRCS) started regulating geysers for domestic use. It's a move that's in line with Government strategy to "promote energy efficiency as the first fuel in driving balanced, socially inclusive and environmentally sustainable economic growth, boosting job creation and leading technological innovation."
- As with all change, this will need a "phase in" period. The installation of old geysers – up to 250l geysers – is permitted until 15 September 2018. After that, only products bearing the "B Energy" label must be installed.
- 8.7 An owner must maintain his or her sanitary wear fixtures at his or her own cost in respect of his section, including *inter alia* - bath(s), basin(s), tap(s), shower head(s), mixer(s).
- 8.8 An owner must provide and maintain effective measures to prevent the entry of any substance or matter, which may be a danger to health or may adversely affect the portability of water or affect its fitness for use, in -
- (a) the main water supply system; and
  - (b) any part of the water installation in his or her section.

**8.9** No owner or occupier may permit -

- (a) the purposeless or wasteful discharge of water from terminal water fittings.
- (b) pipes or water fittings forming part of a water installation to leak;
- (c) the use of maladjusted or defective water fittings in a water installation.
- (d) an overflow of water from a water installation to persist; or
- (e) a wasteful use of water to persist.

**8.10** Irregular Supply - The Body Corporate shall not be liable for the consequences to the owner or any other person in legal occupation of the section for any stoppage, failure, variation, or other deficiency of water from whatsoever cause.**Sewer****8.11** No person may discharge, or cause or permit the discharge or entry into any sewer of any sewage, industrial effluent or other liquid or substance-

- which may be offensive to, or may cause a nuisance to the other owners or occupants.
- which may inhibit the unrestricted conveyance of sewage through the sewage disposal system;
- which contains any material of whatsoever nature, including oil, grease, fat or detergents capable of causing an obstruction to the flow in a sewer, to a drain or interference with the proper operation of a sewage treatment plant.

**8.12** Should any drainage installation on any premises overflow as a result of an obstruction in the connecting sewer, and the Body Corporate be reasonably satisfied that such obstruction was caused by objects emanating from the drainage installation, the owner of the section served by the drainage installation is liable for the cost of clearing the blockage in accordance with the prescribed fee determined by the Body Corporate.**8.13** Where a blockage has been removed from a drain or portion of a drain which serves two or more sections, the charges for clearing of such blockage are recoverable in the first place in equal portions from each of the owners thereof, who are, however, ultimately jointly and severally liable for the whole charge.**9. OVERCROWDING****9.1** No person shall occupy or cause or suffer to be occupied any premises for habitable purposes so as to be a health nuisance, whether by overcrowding or otherwise.**9.2** **Definition of “overcrowding”.**

A dwelling is overcrowded for the purposes of this Part when the number of persons sleeping in the dwelling is such as to contravene—

**9.3** the standard specified in table 1.**9.4** **Space standard**

The space standard is contravened when the number of persons sleeping in a dwelling is in excess of the permitted number, having regard to the number and floor area of the rooms of the dwelling available as sleeping accommodation.

For this purpose — no account shall be taken of a child under the age of one and a child aged one or over but under ten shall be reckoned as one-half of a unit, and a room is available as sleeping accommodation if it is of a type normally used in the locality as a bedroom.

The permitted number of persons in relation to a dwelling is whichever is the less of— the number specified in Table I in relation to the number of rooms in the dwelling available as sleeping accommodation.

## 9.5 TABLE 1

NUMBER OF ROOMS	NUMBER OF PERSONS
1	2 people per room

## 10. FIRE-FIGHTING EQUIPMENT

- 10.1** "Fire-fighting equipment" means any portable fire extinguisher, mobile fire extinguisher, hose reel or fire hydrant;
- 10.2** No owner or occupier shall wilfully or negligently drive a vehicle over any fire hose, utilise a fire hose to wash a vehicle or water a garden with a fire hose.
- 10.3** No owner or occupier shall in any manner whatsoever tamper or interfere with any hydrant or other appliances used or intended to be used for the prevention or extinction of fire or in connection with the saving of life or property in the event of fire. Tampering with fire-fighting equipment is a criminal offence and will be reported to the relevant authorities. A R500.00 penalty fee will be implemented for any offence involving tampering with fire-equipment.

## 11. BUILDING ALTERATIONS

- 11.1** The Trustees may from time to time prepare and revise guidelines to control all aspects of the design and appearance of the building and structures on the premises, including any alteration or additions (structures). The Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of installation required to ensure uniformity of construction of structures.
- 11.2** The Guidelines shall, by virtue of these conduct rules, be binding upon all owners, lessees and occupants of sections.
- 11.3** "National Building Regulations" means the regulations published by Government Notice R. 574 of 30 May 2008 in Government Gazette No. 31084, as amended.
- 11.4** "Temporary structure" means any structure that is apparently temporary in nature.
- 11.5** "erection" in relation to a building, includes the alteration, conversion, extension, enclosure, addition to, of any section.

### Subdividing or partitioning a section

- 11.6** Subdividing or partitioning a section is strictly prohibited.

### Damage to common property

- 11.7** The owner or occupier of a section must not, without the Trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of common property.

No person shall, apply graffiti or cause graffiti to be applied to any—



- (a) common property.
- (b) natural surface;
- or (c) wall, fence, structure which forms part of the common property, an exclusive use area or a section.

"**apply**" means to paint, including to spray paint, draw, write, mark, engrave, etch, scratch, or otherwise affix to or express on any natural surface or man-made surface, utilising any graffiti implement whatsoever, and "applying", "applied" and "application" have corresponding meanings.

### **Locking or safety device**

- 11.8** An owner or occupier of a section must be considered to have the Trustees' consent to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the Trustees. The owner or occupier of a section must keep a device installed in good order and repair.

### **External appearance**

This building is a single entity consisting of uniform sections. To maintain this uniform appearance, the following is stipulated:

- 11.9** The owner or occupier of a section must not, without the Trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the section or common property.

The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property including any exclusive use area or section which includes *inter alia*: patios, stoeps, balconies and gardens which may have a material negative affect on the value of another section or the common property or which may detract from the appearance of another section or the common property.

- 11.10** Balconies and patios may not be used for storage purposes. Garden furniture and pot plants are permitted.

### **Alterations, conversions, extensions, additions, enclosures of sections or exclusive use areas**

- 11.11** No owner or occupier may construct or place any structure or building improvement on an exclusive use area which in practice constitutes a section or an extension of the boundaries or floor area of a section without complying with the requirement of the Sectional Titles Schemes Management Act, Act 8 of 2011 and the Sectional Titles Act, Act 95 of 1986 as amended; provided that Body Corporate may by ordinary resolution –

- a) Give consent for such a structure or building improvement, if they are satisfied that it does not require compliance with such requirements.
- b) Prescribe any reasonable condition in regard to the use or appearance of the structure or building improvement; and withdraw any consent if the member or other occupier of a section breaches any such condition.

- 11.12** No owner shall without the prior approval in writing of the Trustees, alter, convert, extend, add on an addition, enclose any section or exclusive use area.

All owners must follow the regulations as set out in:

- the Sectional Titles Schemes Management Act, Act 8 of 2011 and Annexure 1 and 2 Regulations.
- the Sectional Titles Act, 95 of 1986 as amended.
- the National Building Regulations and Building Standards; and
- any Municipal By-Laws applicable.

**11.13** Any application for approval shall be in writing on a form made available for that purpose by the Body Corporate.

**11.14** Any application shall: -

- i. contain the name and address of the applicant. The applicant may only be the owner.
- ii. be accompanied by such plans, specifications, documents and information as may be required, and by such particulars as may be required by the Trustees.

**11.15** Any person who has prepared any plan, specification, document or diagram shall affix his name and address and, in the case of an architect, land surveyor or registered person, also his profession and registration number, if any, to such plan, specification, document or diagram.

**11.16** If the Trustees are satisfied that the application in question complies with the requirements of the Sectional Titles Schemes Management Act, Act 8 of 2011, the Annexure 1 and 2 Regulations, the Sectional Titles Act, 95 of 1986 as amended, the National Building Regulations and Building Standards and any Municipal By-Laws applicable, it shall grant its approval in respect thereof.

**11.17** Any approval granted by the Trustees in respect of any application shall lapse after the expiry of a period of 12 (twelve) months as from the date on which it was granted unless the alteration, conversion, extension, addition, enclosure of the section in question is commenced or proceeded with within the said period or unless such Trustees extended the said period at the request in writing of the applicant concerned.

**11.18** The Trustees may prescribe any condition when granting the aforesaid approval. Before final approval, the owner must canvass the comments of immediate neighbours, and submit it to the Trustees for consideration.

**11.19** A deposit as determined by the Trustees from time to time, shall be payable by the owner, before work may commence. On completion of the alterations the Managing Agent to pay the deposit back to the owner. The deposit to be paid back within 30 (thirty) days after the owner has advised the Managing Agent or Trustees in writing of the completion of the work and only once the work has been signed off by the Trustees.

**11.20** The Trustees may inspect any alteration, conversion, extension, addition or enclosure of a section, and any activities or matters connected therewith, in respect of which approval was granted.

**11.21** If any proposed alteration, conversion, extension, addition or enclosure in the opinion of the Trustees in question is being or is to be erected in such manner that it-

- I. will be unsightly or objectionable.
- II. will probably or in fact be a nuisance to the occupiers of adjoining or neighbouring sections;
- III. will probably or in fact derogate from the value of adjoining or neighbouring sections, or the common property.

- IV. the area in which it is to be erected will probably or in fact be disfigured thereby;
- V. will probably or in fact be in contravention of any provision contained in the Sectional Titles Schemes Management Act, Act 8 of 2011 and prescribed regulations thereunder, Sectional Titles Act, Act 95 of 1986 as amended, National Building Regulation or any Municipal By-Law.

The Trustees shall refuse to grant its approval in respect thereof and give written reasons for such refusal.

**11.22** Any person who-

- feels aggrieved by the refusal of the Trustees to grant approval in respect of any application.
- feels aggrieved by any notice of prohibition;
- disputes the interpretation or application by the Trustees of any part of the Sectional Titles Schemes Management Act, act 8 of 2011, National Building Regulation or any other building regulation or By-Law, may, make an appeal to the Trustees for re-consideration at a Trustees Meeting.

**Improvements to common property not reasonably necessary**

- 11.23** The Trustees may only on the authority of a unanimous resolution make alterations or improvements to the common property that is not reasonably necessary and may not approve any proposed alteration or improvement to common property made by an owner that is not reasonably necessary without the authority of a unanimous resolution.

**Improvements to common property reasonably necessary**

- 11.24** The Trustees may propose to make alterations or improvements to the common property that are reasonably necessary; provided that no such proposal may be implemented until all members are given at least 30 (thirty) days written notice with details of –
- the estimated costs associated with the proposed alterations or improvements.
  - details of how the Body Corporate intends to meet the costs, including details of any special contributions or loans by the Body Corporate that will be required for this purpose; and
  - a motivation for the proposal including drawings of the proposed alterations or improvements showing the effect and a motivation of the need for them; and if during this notice period any member in writing to the Body Corporate requests a general meeting to discuss the proposal, the proposal must not be implemented unless it is approved, with or without amendment, by a special resolution adopted at a general meeting.

**Permanent or Temporary Structures**

- 11.25** No owner or occupier shall erect, install or affix to any part of a building that forms part of a section, common property or exclusive use area any structure of a permanent nature whatsoever, including but not limited to braai facilities, saunas, Jacuzzis, chimneys, solar panels, awnings, name plates, decorations, signs, air-conditioning units, generators, swimming pools, lapas, Wendy houses, garden sheds, bird aviaries, carports, Zozo huts, JoJo tanks without the Trustees approval and subject to any by-law, building regulation or resolution required in terms of the Sectional Titles Schemes Management Act, Act 8 of 2011 and the regulations prescribed thereunder.
- 11.26** No owner or occupier shall erect on any part of common property or exclusive use area any temporary structure of whatsoever nature, inter alia; umbrellas, zozo huts, play equipment, trampoline's, dolls houses, marquees, tents, generators, gazebos.

### **Satellite dishes, TV aerials and antennae**

- 11.27** No owner or occupier may, without the Trustees written approval –
- erect an antenna or dish that is designed to receive direct broadcast satellite service, including direct-to-home satellite services.
  - erect an antenna or aerial that is designed to receive video programming services via multi point distribution services, including multichannel multi point distribution services, instructional television fixed services, and local multi point distribution service.
  - erect an antenna or aerial that is designed to receive television broadcast signals.
- 11.28** No owner may erect an antenna, satellite dish, aerial on any exclusive use area. Exclusive use areas are patios, and other similar limited or restricted common elements.
- 11.29** The Trustees may impose installation restrictions in respect of comparable size, weight or safety risk. Satellite dishes exceeding one meter in diameter are strictly prohibited.
- 11.30** The Trustees may prohibit the installation of individual antennas, satellite dishes, aerials if the Body Corporate installs a central system and the resident would receive the same service, signal quality received by the central antenna, satellite dish or aerial.

### **Windows & Doors – Glazing**

- 11.31** Glazing shall comply with all the requirements of SANS 613 for the wind and impact loads as determined in accordance with the requirements of SANS 10400-B by a Competent Person (Structures).

The responsibility to repair, maintain and replace a window of a section is split 50/50 between the Body Corporate and the owner as well as any costs associated therewith.

In terms of section 5 of the Sectional Titles Act (“the ST Act”) where a door or window is set into an exterior section wall, the median line goes through the centre of that door or window. The effect of this provision is that windows and doors (including garage doors) in the exterior walls of sections are always partially part of the section (the inner 50%) and partially part of the common property (the outer 50%). The intent of this provision is to make the owner and the Body Corporate share maintenance and repair costs equally.

In terms of section 3(1)(l) of the Sectional Titles Schemes Management Act (“the STSMA Act”), the Body Corporate must maintain all the common property, which includes the exterior part of any wall, door or window that forms a boundary between a section and common property.

In terms of section 13(1)(c) of the STSM Act, the owner must repair and maintain the interior part of any wall, door or window that forms a boundary between a section and common property. Therefore, the expenses (which could include maintenance, repair and replacement costs) in regard to any window or door (including garage doors) in an exterior section wall should be split equally between the owner and Body Corporate.

### **Awnings and canopies**

- 11.32** “**awnings**” an awning is defined as a light roof-like structure, supported entirely by the exterior wall of a building; consisting of a fixed or movable frame covered with, plastic or

metal; extending over doors, windows providing protection from sun and rain and/or embellishment of the façade.

**11.33 “canopy”** a canopy is defined as light roof-like structure, supported by the exterior wall of a building and on columns or wholly on columns, consisting of a fixed or movable frame covered with approved cloth, plastic or metal, extending over entrance doorways only,

**11.34** No owner or occupier may erect an awning or canopy, without the Trustees written approval and approval will only be granted subject to compliance with any building regulations or municipal by-laws.

If you have an awning, you may need an additional awning indemnity required where, in the opinion of the local authority, the above is considered a lightweight structure.

Planning permission and/or building regulations are sometimes required before a canopy, or awnings can be installed, this is dependent on a number of factors including the area the structure will cover, the height and whether a building is a listed building or on designated land. We advise contacting the local planning department for specific advice prior to submitting any application to the Trustees for their consideration.

### **11.35 Contractor rules and regulations –**

Building and any other construction work is only allowed between 07h00 and 18h00 on weekdays 08h00 and 13h00 on Saturdays. No building activity is allowed on Sundays, Public Holidays or over the Festive Season.

No workmen may sleep on site.

All contract workers and/or sub-contractors must abide by the scheme’s rules.

Contractors must provide the Trustees or their representative with a list of the names of each employee and or sub-contractors together with their identification prior to the commencement of any work.

Contractors are responsible for deliveries to the site.

The contractor will be responsible for the conduct of its employees and sub-contractors at all times. The Trustees will take immediate action to deal with unacceptable conduct by any employee of the contractor.

Excess soil and rubble may not be dumped on any vacant stand or on the common property.

No building material is allowed to remain on the common property.

Water for construction may only be drawn from the member’s section or exclusive use area or from approved metered water connections.

Electricity for construction may only be drawn from the member’s section or from approved metered electrical connections.

The contractor warrants that he agrees to the arrangements and procedures, as prescribed by the Trustees or their representatives, and as provided for in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and Regulations (“the OHS Act”), for the purposes of compliance with the OHS-Act.

The contractor acknowledges that he/she/it takes all responsibility for health and safety matters relating to the work the contractor and his/her employees or sub-contractors are to perform in terms of the scope of work.

The contractor hereby undertakes to ensure that the health and safety of any other person on the premises in terms of the scope of work is not endangered by the conduct and/or activities of all his/her employees and sub-contractors whilst they are on the said premises.

The contractor shall further ensure that all his/her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises that forms part of the scope of work. Without derogating from the a foregoing, the contractor shall, in particular, ensure that all his/her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment. Notwithstanding the provisions of the above, the contractor shall ensure that his/her appointed responsible persons and employees are at all times familiar with the provisions of the OHS-Act, and that they comply with the provisions

The contractor shall ensure that all work performed in terms of the scope of work that it is done under strict supervision, and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced.

The contractor shall notify the Trustees of any sub-contractor he may wish to perform work on the premises in terms of the scope of work. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the sub-contractor prior to the sub-contractor commencing with the work.

The contractor shall ensure that an adequate supply of fire protection and first aid facilities is provided for the work to be performed.

The contractor shall ensure that the area where the work is performed is at all times maintained to reasonably practicable levels of hygiene and that they maintain the surrounding area of the work site to a reasonably practicable level of cleanliness. In this regard, no loose materials shall be left lying unnecessarily, and the work site shall be cleared of waste material regularly and on completion of the work.

The contractor shall ensure that neither he nor his/her employees undertake any activity which may cause environmental impairment, nor constitute any form of nuisance to the surroundings or to the residents.

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.

The contractor shall ensure that his/her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform.

The contractor hereby acknowledges that his/her employees shall not be permitted to use any materials, machinery or equipment of the scheme unless the prior written consent of the Trustees has been obtained.

The contractor shall ensure that all vehicles used for the performing work in terms of the scope of work are in a roadworthy condition, are licensed and insured. All drivers shall adhere to the speed limits and road signs at all times and only park in areas as prearranged with the Trustees.

## 12. OBLIGATION TO MAINTAIN

- 12.1** An owner must forthwith carry out all work that may be ordered by any competent authority in respect of his or her section, other than such work as may be required for the benefit of the building generally, and pay all charges, expenses and assessments that may be payable in respect of his or her section.
- 12.2** An owner must repair and maintain his or her section in a state of good repair and, in respect of an exclusive use area, keep it in a clean and neat condition.
- 12.3** If despite written demand by the Body Corporate, a member refuses or fails to –  
 carry out any work in respect of that member's section ordered by a competent authority as required by Section 13(1)(b) of the Act; or repair or maintain a section owned by that member in a state of good repair as required by section 13(1)(c) of the Act; and that failure threatens the stability of the common property, the safety of the building or otherwise materially prejudices the interests of the Body Corporate, its members or the occupiers of sections generally, the Body Corporate must remedy the member's failure and recover the reasonable cost of doing so from that member; provided that in the case of an emergency, no demand or notice needs to be given to the member concerned.

## 13. INSURANCE

- 13.1** An owner or occupier shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of the premium payable by the Body Corporate on any Insurance Policy.
- 13.2** All insurance claims related to the building, common property and improvements thereon are to be handled solely through the Managing Agent.
- 13.3** Any damage to a section that is subject to a possible insurance claim shall be reported to the Managing Agent within 48 (forty eight) hours of the event having occurred.
- 13.4** An owner is responsible –
- i. For any payment of any additional premium payable on account of an increase in the replacement value; and
  - ii. for any excess amount that relates to damage to any part of the building that member is obliged to repair and maintain in terms of the Act or these Rules, and must furnish the Body Corporate with written proof from the insurer of payment of that amount within seven days of written request.
- 13.5** It is the responsibility of the owner and or occupier to take all reasonable precautions to prevent loss, damage, destruction to his section, exclusive use area and the common property.

## 14. OBSTRUCTION OR INTEFERENCE

### Obstruction of lawful use of common property

- 14.1** The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.

### Objects causing an obstruction

- 14.2** No person shall deposit, pack, unpack or leave any goods or articles on the common property, or cause any goods or articles to be deposited, packed, unpacked or left on the common property, other than for a reasonable period during the course of the loading, off-loading or removal of such goods or articles.

#### **Trees causing an interference or obstruction**

- 14.3** Whenever there is upon any exclusive use area any tree or other growth which interferes with overhead wires, building structure, electric fence or is a source of annoyance or danger, the Trustees may by notice in writing request the owner of such property to prune or remove such tree or growth to the extent and within the period specified in such notice.

If any owner fails to comply with the aforementioned notice in terms of this section, the Body Corporate may itself prune or remove the tree or growth at the expense of the owner on whom the notice was served.

#### **Obstruction or interference with Body Corporate Employees**

- 14.4** No person shall wilfully-
- hinder, obstruct or interfere with any employee of the Body Corporate in the performance of any duty.
  - refuse to give such information as the Body Corporate may reasonably require; or
  - give to the Body Corporate any information which to his knowledge is false or misleading.

### **15. EMPLOYEES & CONTRACTORS OF OWNERS AND OCCUPIERS**

- 15.1** Any person employed by the Body Corporate is the employee of the Body Corporate and, as such, shall not undertake any errands or jobs for owners or occupiers during normal working hours. The employee is answerable to the Trustees and or Managing Agent, from whom all instructions should emanate unless an emergency should indicate otherwise. Should an owner or occupier have a complaint about any member of staff employed by the Body Corporate, the complaint is to be in writing and handed to the Managing Agent, clearly setting out the nature of the complaint. **The Trustees will take disciplinary action, if so required.**
- 15.2** An owner or occupier must register their employee/contractor with the Trustees/Managing Agents, prior to engagement and should the contract between the employer and employee/contractor be terminated for whatsoever reason, it will be the responsibility of the owner or occupier to inform the Trustees/Managing Agent in writing thereof.
- 15.3** An owner or occupier must retain a copy of the employee's identity, passport or temporary work permit.
- 15.4** An owner or occupier must ensure that their employees/contractors do not loiter on the common property or cause undue noise within the owner's section and or exclusive use area.
- 15.5** No employee/contractor found to be under the influence of alcohol or drugs will be allowed access to the scheme.
- 15.6** All employees/contractors shall be subject to such access control as may be imposed by the Trustees and are to strictly adhere to all security measures taken by the Body



Corporate to ensure the safety of all its residents. All employees shall, prior to entering or exiting the scheme ensure that the security register is completed and signed.

- 15.7 Owners and occupiers are responsible for the activities and conduct of their employees/contractors. All employees/contractors are subject to compliance with these Rules and the Act. Should an employee/contractor consistently fail to abide by these rules, the owner will be provided notice to rectify. If the owner does not rectify the cause of the complaint after having received a warning notice, the Body Corporate can impose a fine or penalty on the owner.
- 15.8 Owners and occupiers are responsible for any and all damages caused by any employee/contractor to common property.
- 15.9 No employee or contract worker shall be allowed to reside on the premises, unless such residence is within the individual section.
- 15.10 The Trustees reserve the right to refuse access to any employee/contractor to the scheme.

## 16. SECURITY

- 16.1 As an integral part of overall security, the Body Corporate shall be responsible for regulating access to and egress from the scheme. Access and egress will be controlled through such means as may be determined by the Body Corporate from time to time, including but not limited to the use of remote devices, tags, cards and/or biometrics and duly authorized manual security sign-off as may be permitted from time to time.
- 16.2 Abuse aimed at security personnel of any kind *inter alia* hooting at the gate, the use of foul language and physical assault will not be tolerated, and the appropriate legal action will be taken against the owner or occupier. The matter may also be reported to the police for further investigation.
- 16.3 All visitors are required to sign the visitors register prior to access being granted.
- 16.4 Access to the complex can only be gained via the intercom.
- 16.5 Lost or stolen remote devices/tags/cards must be immediately reported to the Managing Agents and will be replaced at a cost to the owner determined by the Trustees annually.
- 16.6 All visitors to the complex are subject to all security measures taken by the Body Corporate to ensure the safety of all its residents.
- 16.7 Owners and occupiers may not open the gate to any other person other than their own visitors who have been properly identified.
- 16.8 Hooting at the entrance gate is strictly prohibited, except in the case of an emergency.
- 16.9 Noise from sound systems must be reduced before entering the scheme and contained to the vehicle.
- 16.10 The Trustees have the right to deny access to any person who acts in contravention of the security rules or acts in a manner which poses a security risk to the residents of Body Corporate. Admission is strictly reserved.

- 16.11 Any suspicious activity must be reported immediately to the Trustees/Managing Agents in writing.
- 16.12 The Body Corporate is not liable for any injury, damage or loss resulting from problems or malfunction of the gate or electric fencing.
- 16.13 The perimeter security, patrols and access controls serve as deterrent and detection factors only and do not guarantee that there will be no intrusion.

## 17. GARDENERS/GARDEN SERVICE

- 17.1 The gardeners or garden service are employed by the Body Corporate to maintain the common property areas and to carry out instructions given by the Trustees only.

## 18. TENANTS/LESSEES

- 18.1 The owner of any unit who lets his unit shall advise the Managing Agents of the name of the lessee and of the period of the lease and shall, at the request of the Managing Agent, provide the Managing Agent with a copy of the lease and variations thereto.
- 18.2 Owners/rental agents must complete the tenant movement form annexed hereto marked Annexure "B", 48 hours prior to any tenant movement.
- 18.3 The owner undertakes to attach a copy of these "Conduct Rules" to the lease. The owner further undertakes that all lease/s of his unit/s shall contain a term to the following effect:

**"The lessee acknowledges having received from the lessor a copy of the "Conduct Rules" for this Body Corporate. The lessee hereby agrees and undertakes to be bound thereby and to comply therewith in all respects".**

### Sub-Letting

- 18.4 Sub-Letting is strictly prohibited.

## 19. BUSINESS ACTIVITIES

- 19.1 No business, profession or trade may be run from a section, common property, garage or an exclusive use area, this includes *inter alia*: bed and breakfast establishments, air bnb's, mechanical workshops.

## 20. VEHICLES AND PARKING

- 20.1 "**Motor vehicle**" means any self-propelled vehicle and includes—  
a vehicle having pedals and an engine or an electric motor as an integral part thereof or attached thereto and which is designed or adapted to be propelled by means of such pedals, engine or motor, or both such pedals and engine or motor, but does not include—
- any vehicle propelled by electrical power derived from storage batteries and which is controlled by a pedestrian; or
  - any vehicle with a mass not exceeding 230 kilograms and specially designed and constructed, and not merely adapted, for the use of any person suffering from some physical defect or disability and used solely by such person.
- 20.2 All persons parking within the confines of the scheme must observe and comply with any traffic or other sign, notice or surface marking which is placed or displayed on the parking

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- ground for the purpose of directing and regulating vehicles using the parking ground or the entrance or exit to the parking ground.
- 20.3** No person shall intentionally block or interfere with the safe or free passage of a pedestrian or motor vehicle.
- 20.4** No owner or occupier shall carelessly, negligently or recklessly disregard or endanger his own safety or the safety of any person or vehicle using the common road.
- 20.5** No owner or occupier shall park or load a vehicle or allow anything to be on it that obstructs other vehicles or persons or impedes their movement or is likely to do so.
- 20.6** No owner or occupier may without reasonable cause or without the knowledge and consent of the owner or person in lawful control of a vehicle, enter or climb upon such vehicle or set the machinery thereof in motion, or in any way tamper or interfere with its machinery or any other part of it with its fittings, accessories or contents.
- 20.7** The Body Corporate shall not be liable for the loss of any vehicle or for its lawful removal from the area, or for damage to any vehicle or its fittings, accessories or contents while in a parking area. Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's, occupiers, resident, tenant, lessee, visitor, employee, contractor and sub-contractors risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatsoever nature which the owner or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.
- 20.8** If a vehicle, after having been parked, develops a defect which renders it immobile, the person in charge must take all reasonable steps to have the vehicle repaired if minor emergency repairs can be effected, or removed within a reasonable time.
- No owner or occupier shall be permitted to dismantle, effect major repairs to any vehicle on any portion of the common property.
- 20.9** Sleeping or residing in motor vehicles is strictly prohibited.
- 20.10** Tailgating is strictly prohibited.
- 20.11** The owner or occupier of section must not, except in a case of emergency, without the written consent of the Trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that section or a parking bay allocated for visitors' parking.
- 20.12** Vehicles may not be driven over or parked on the common property lawn areas.
- 20.13** Owners and occupiers shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property. Oil stains must be removed by the owner or occupier concerned. Should the owner or occupier fail to remove the oil stain, the owner will be given notice to restore the area to its original condition, failing which the area will be cleaned and the cost to restore the area to its original condition will be recovered from the owner.
- 20.14** No person may park the following vehicles, on the common property, without the Trustees written consent and subject to certain conditions as determined by the Trustees-
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- (a) a motor vehicle with a tare exceeding 3500kg.
- (b) a trailer not attached to a vehicle;
- (c) a semi-trailer; or
- (d) a caravan not attached to a vehicle.
- (e) quad bikes.
- (f) boats.

- 20.15** No driver or person in charge of a vehicle may park a vehicle in a parking bay across a painted line marking the bay or in such a position that the vehicle is not entirely within the area demarcated as a parking bay.
- 20.16** No driver or person may park in contravention of a road traffic sign which prohibits the parking or stopping of vehicles in the area concerned.
- 20.17** No person shall leave a motor vehicle idling and unattended on any part of the common property.
- 20.18** No owner or occupier of a section shall be permitted to drive a vehicle on the common property or in any exclusive use area without a valid driver's license.
- 20.19** Car alarms that are triggered must be attended to immediately.
- 20.20** Motor vehicles should be parked in the parking bays at all times so as to leave manoeuvring space for access to neighbouring parking bays.
- 20.21** Any motor vehicle belonging to a visitor must only be parked in the parking bay identified as "visitors" parking bays.
- 20.22** No person may, clean or wash a vehicle on any part of the common property or an exclusive use area.
- 20.23** The use of a parking bays or garages for storage purposes is strictly prohibited.
- 20.24** Hooting is prohibited except in the case of emergency.
- 20.25** The speed limit within the scheme is **15 km** per hour. All residents shall adhere to this speed limit in the interest of the safety of all residents.

## **21. KEEPING OF ANIMALS, REPTILES AND BIRDS**

- 21.1** The owner or occupier of a section must not, without the Trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a section or on the common property. Such permission can be summarily withdrawn at any time by means of written notice to the pet owner.
- 21.2** "**Guide dog**" means a dog which has been trained to assist a blind or poor-sighted person and includes a service dog which has been trained to assist a person who is mentally or physically incapacitated.  
An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog will be considered to have the Trustees consent to keep that animal in a section and to accompany the owner or occupier on the common property; provided first that the Trustees have been notified in writing.

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The Trustees may provide for any reasonable condition in regard to the keeping of the animal as referred to above.

The Trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed by the Trustees.

**21.3** Due to the nature of the development, the following rules will be applied with regard to cats and/or dogs:

**21.4** All pets must be registered and an application form must be completed and submitted to the Trustees or their representatives for consideration and approval. Each application will be considered individually.

The Trustees will consider the following factors when considering any application:

- The size of the dog as opposed to the area where the pet will be kept.
- The temperament of the dog.

The Trustees when granting approval will provide for reasonable conditions in regard to the keeping of the pet.

**21.5** No aviaries, kennels or other like accommodation for pets or animals may be sited at any place where they can be seen from any other section or common property.

**21.6** No wild animals, live-stock, exotic pets or poultry are permitted.

**21.7** Animal cruelty is defined as: "affording inadequate shelter, light or ventilation which such animal is excessively exposed to heat, cold, weather, sun, rain, dust exhaust gases or noxious fumes". The Act also specifies that "making adequate provision for suitable food, potable water and rest" for the animal is a minimum requirement for pet ownership.

Any act of animal cruelty will be reported to the relevant authority immediately and without notice.

**21.8** No owner may confine an animal to a section or exclusive use area by chains or tethers or secures in such a manner as to cause that animal unnecessary suffering.

**21.9** All pets must wear a collar upon which is an identity disc, displaying the owner/occupiers name, section number and contact number.

**21.10** "dog" means a male and a female dog.

No person may bring a dog into the scheme or allow it to be done if that dog –

- (a) is wild, dangerous or ferocious.
- (b) is in a habit of charging at or chasing people or vehicles; or
- (c) is an unsterilized female dog which is on heat.

**21.11 Restrictions – dogs**

Subject to such permission being granted, the maximum number of dogs allowed is 2 (two) dogs per section (weighing a maximum of 30 kg and of medium height).

**21.12 Prohibited behaviour in respect of dogs**

No person may–

1. incite a dog against a person, animal or bird; or

2. allow a dog in his or her custody or under his or her control to attack or put fear into any person, animal or bird;
3. provoke, harass or tease any dog.
4. terrify or cause stress or fear to any dog with fireworks or by any other means.
- 5.

**21.13 Restrictions – cats**

Subject to such permission being granted, the maximum number of cats allowed is 2 (two) cats per section.

From the date that a resolution is passed to adopt these rules, no new cats will be allowed.

**21.14** Pets may not be kept, bred, or used for any commercial purpose.

**21.15** All cats, dogs must be spayed or neutered (depending on the gender) and proof thereof must be retained by the owner and attached to the pet application for consideration.

**21.16** Pets must be confined to the pet owner's section and must not be allowed to roam free anywhere on common property.

**21.17** Pets must not be left unattended for extended periods of time. Extended periods meaning longer than 24 hours.

**21.18** Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier when on common property.

**21.19** Owners and occupiers are responsible for immediately cleaning up pet droppings after their animals when on common property and discarding pet droppings in a securely fastened black refuse bin in the designated refuse areas only.

**21.20** No pet shall be allowed to become a nuisance or create any unreasonable disturbance:

Examples of nuisance behaviour for the purposes of this paragraph are:

- Pets whose unruly behaviour causes personal injury or property damage;
- Dogs who make noise continuously in the form of barking, howling and crying incessantly for a period of 10 minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night (as per local bylaws);
- Dogs in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier;
- Pets who relieve themselves on walls or floors of common areas;
- Pets who exhibit aggressive or other dangerous or potentially dangerous behaviour.

**21.21** No pet(s) of guests/visitors may be brought into the scheme.

**21.22** No pets are allowed in the swimming pool or swimming pool enclosure at any time.

**21.23** Venomous and poisonous animals are prohibited.

**21.24** Applications for keeping pets must be accompanied by sterilization certificates issued by a veterinary surgeon and certificates of immunization against rabies, distemper, cat flu and any other diseases the Trustees may stipulate from time to time. The certificates must be retained by the owner of the pet and provided to the Trustees on request.

- 21.25** Any resident observing an infraction of any of these rules shall discuss the infraction in a neighbourly fashion with the pet owner in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the (Trustees and Managing Agent). If the Trustees are in agreement with such complaint, the pet owner will receive written notice of the violation.
- 21.26** If upon the [2nd] violation(s) the problem is still unresolved. The Trustees may require the permanent removal of any pet, if such pet is determined by the Trustees to be a nuisance or a danger to the community and its residents.
- 21.27** If so determined, the pet owner will have 14 (fourteen) days to remove the pet from the premises.
- 21.28** The Body Corporate reserves the right to call in the assistance of animal control to capture any unregistered and/or stray animal. The Body Corporate, its Trustees and Agents accepts no responsibility for the loss or injury of such pet.

Further, any and all fees associated with the capture of the animal will be recovered from the owner.

## **22. RITUAL SLAUGHTERING**

**22.1** Section 15 of the Constitution of the Republic of South Africa Act, under the Bill of Rights, states that everyone has the right to freedom of religion and belief. Section 31(1) also protects the right for people to enjoy their culture, which includes the ritual slaughter of animals as a cultural belief. It extends that observances follow rules made by public authorities. Municipal by-laws are drawn up to protect those wishing to conduct ceremonies which include the slaughtering of animals in urban areas.

### **22.2 Application**

A person intending to slaughter an animal in any place other than in a recognised abattoir must -

- a) notify the Council, the Trustees and the Managing Agents in writing, fourteen days prior to the event; and
- b) submit prior written permission from the owner, where such a slaughtering will occur if the person who performs the slaughtering is not the owner; if the applicant is the owner, proof of ownership must be submitted with the application.
- c) obtain prior written permission from Council and Trustees to conduct such a slaughtering.
- d) slaughter the animal in a position where the slaughtering cannot be observed by any person on neighbouring premises or any member of the public;
- e) use the meat derived from the slaughtered animal solely for the purpose of the religious or ceremonial feast;
- f) handle the meat in a hygienic manner at all times;
- g) dispose of any portions, faecal deposits and blood of the animal which are not used or consumed, in a manner which will not become a public health hazard or public health nuisance outside of the scheme; and
- h) not keep such animal prior to slaughtering for a period in excess of 12 (twelve) hours;
- i) ensure that the animal does not cause a noise nuisance whilst being kept for slaughter or being slaughtered.

A person intending to slaughter an animal for religious and/or ceremonial purposes may require the service of an environmental health practitioner for post-mortem examination of the slaughtered animal at a cost determined by the Council from time to time.

A Certificate from the Society for the Prevention of Cruelty to Animals (SPCA) shall accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter.

The Trustees reserve the right to reject any application made should any of the aforementioned conditions not be complied with.

### 22.3 Procedure

- The procedure of slaughtering may vary from culture to culture, however basic regulations still apply. Section 4 of the regulations promulgated in terms of the Abattoir Hygiene Act, 1992 (Act n. 121 of 1992), state that animals may not be kept prior to slaughtering for a period in excess of 12 (twelve) hours.
- With the purpose of respecting all owners and occupiers, the procedure must be carried out in an enclosed area, where owners and occupiers not involved with the ritual will not be able to observe.
- The suffering caused to the animal must be kept to a minimum, with the slaughtering being conducted in a humane manner.
- Once the ritual has been completed, proper steps must be complied with in carcass removal, as well as with the hygiene and the city ordinances.

## 23. REFUSE AND WASTE DISPOSAL

- 23.1 **"Domestic waste"** means waste generated on premises used solely for residential purposes.
- 23.2 **"Special domestic waste"** means waste which is discarded from premises used for residential purposes and which cannot by virtue of its mass, shape or size be conveniently stored in a waste container.
- 23.3 **"Garden waste"** means waste generated as a result of normal gardening activities, such as grass cuttings, leaves, plants, flowers and other similar small and light matter of organic or origin.
- 23.4 **"waste container"** means a waste container/receptacle supplied by the Municipality to the Body Corporate.



- 23.5** The owner or occupier of a section must –
- a) before 08h00 on the day of the removal of domestic waste, place the waste containers/receptacle containing domestic waste in the designated refuse area or their section, as determined by the Body Corporate and promptly retrieve it from the designated area.
  - b)
  - c) ensure that the container/receptacle is properly closed and does not cause any obstruction to pedestrian or vehicular traffic. The containers shall be emptied by the municipality on the removal day.
  - d) ensure that, in disposing of refuse, he/she does not adversely affect the health, hygiene or comfort of others owners or occupiers.
  - e) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
  - f) ensure that only municipal black plastic bags are utilised for refuse and securely tied or knotted.
  - g) Ensure that the waste receptacle is kept in the section during the other days of the week, except collection day.
- 23.6** Special/domestic/garden waste which may cause damage to the waste containers/receptacles, bulk containers or waste removal vehicles or which may cause injury to the Body Corporate employees or Municipality's employees while they carry out their duties, must not be placed in waste containers/receptacles unless suitable steps have been taken to avoid such damage or injury.
- 23.7** Waste or other waste material, including any liquid, which, by reason of its mass or other characteristics, is likely to render the waste containers/receptacles unreasonably difficult to handle must not be placed in the waste containers or bulk containers.
- 23.8** The owner or occupier of section must ensure that the storage area where the waste containers/receptacles are kept is kept neat and free of obstruction.
- 23.9** The owner or occupier of a section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 23.10** The owner or occupier of section on which builder's waste is generated, or any person involved in activities that result in builder's waste being generated on premises, must ensure that the waste is disposed of at a Municipal Landfill site.
- Builders rubble, steel, timber rests, soil, pebbles, rocks, old bricks and other material not generated in gardens or households may not be disposed in the containers/receptacles. Such waste will be left.
- Builder's waste must, be kept in the section on which the waste was generated, until such time as it is disposed of and may not be kept/stored on common property or in an exclusive use area unless written approval has been obtained from the Trustees and then only in the agreed area.
- 23.11** The owner or occupier of a section must not throw, drop, deposit, spill or in any other way dispose of any waste or waste material in or on any part of the common property.

- 23.12** Unless the Body Corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the Trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the Trustees for the purpose.
- 23.13** Illegal dumping is strictly prohibited on common property. “**Illegal dumping**” means waste that has been left at a place with the intention of abandoning it, such waste as builder’s rubble and any other material that may create a nuisance or that is unsightly and detrimental to the environment.
- 23.14** An owner or occupier of a section may not deposit, or throw, or permit to be deposited or thrown on the common property, or exclusive use area any refuse, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## **24. ERADICATION OF PESTS**

- 24.1** The owner or occupier of a section must keep the section free of wood-destroying insects, including (this list is not exhaustive) white ants and borer beetles, cockroaches, termites.
- 24.2** The owner or occupier of a section must allow the Trustees, the Managing Agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- 24.3** The Body Corporate must recover the costs of the inspection and replacement referred to above from the owner of the section.

## **25. STORAGE OF FLAMMABLE MATERIALS**

- 25.1** The owner or occupier of a section must not, without the Trustees’ written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.

This rule does not apply to the storage of fuel or gas in –

- (a) The fuel tank of a vehicle, boat, generator or engine; or
- (b) A fuel tank or gas cylinder kept for domestic purposes.

## **26. CONDUCT AND BEHAVIOUR**

- 26.1** No owner or occupier shall intentionally touch or cause physical contact with another person, or his or her property, without that person’s consent.
- 26.2** No owner or occupier shall approach or follow a person individually or as part of a group of two or more persons, in a manner or with conduct, words or gestures intended to or likely to influence or to cause a person to fear imminent bodily harm or damage to or loss of property or otherwise to be intimidated.
- 26.3** No person shall on common property —
- 1. use abusive or threatening language.
  - 2. fight or act in a riotous or physically threatening manner.
  - 3. urinate or defecate.
  - 4. perform any sexual act.
  - 5. appear in the nude or expose his or her genitalia;
  - 6. consume any liquor or drugs.
  - 7. be drunk or be under the influence of drugs;

8. solicit or importune any person for the purpose of prostitution or immorality;
9. engage in gambling.

### **Rules of order and conduct of meetings of the Body Corporate**

- 26.4** Members and their representatives shall at all times conduct themselves in accordance with the Code of Conduct.

If an individual– (a) misconducts himself or herself; (b) obstructs the business of a meeting; (c) declines to withdraw any expression when required to do so by the chairperson; (d) indulges in tedious repetition, unbecoming language or remarks which are irrelevant or of a defamatory nature; or (e) commits any breach of the rules, the chairperson may direct him or her to conduct himself or herself properly and, if speaking, to discontinue his or her speech.

- 26.5** If a member or his representative disregards the directions of the chairperson, the chairperson may direct that person to retire from the place of meeting for a stipulated period, and, if necessary, cause that member to be removed therefrom.

## **27. CHILDREN**

- 27.1** Children are subject to comply with the Conduct Rules in the same manner as adults.
- 27.2** The use of soap-box cars, skateboards, roller skates, roller blades on the common property driveway is prohibited.
- 27.3** Parents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the property of other owners or occupiers and common property. In particular, children may not *inter alia* interfere with the plants, decorations, signage, house numbers, fire hoses and fire hose reels, exterior lighting, climb onto any or complex perimeter walls or retaining walls or roofs, tamper with swimming pool equipment and security installations, and enter into any other section or exclusive use area without that owner or occupiers' consent.
- 27.4** Parents are at all times responsible for the actions of their children and their visitor's children.
- 27.5** No hobbies or other activities may be conducted on the common property, exclusive use area or section if it would cause a nuisance to the other owners or occupiers.
- 27.6** No ball games are permitted in the parking areas or driveways.
- 27.7** Children may not play in amongst vehicles.
- 27.8** The use of bicycles and tricycles are permitted on the common property entirely at the occupant's risk. Furthermore, they are not to be left on any part of the common property or driveways visible to other occupants.
- 27.9** No pushing, shoving, hitting, biting, teasing, bullying is permitted on common property.
- 27.10** No flips, somersaults or cartwheels or any dangerous act is permitted on the common property.
- 27.11** The use of the common property and its facilities involves risks including, but not limited to the following: bodily injury including but not limited to permanent disability, paralysis, and death. These risks may result from a variety of circumstances including the misuse

of equipment or facilities. The Body Corporate, its Trustees and Agents and all employees past or present do not accept any liability for any property damage, loss or theft, personal injury or illness, death, or other loss arising from the use of the common property and its facilities, especially when a child is left unsupervised on common property.

## **28. PROHIBITION OF DANGEROUS ACTS**

- 28.1** No person shall do anything which may endanger the life or safety of any person including to shoot with a bow and arrow or catapult, or throw a stone, stick or other projectile in, onto or across the common property, onto or across a section or exclusive use area.
- 28.2** No person shall discharge any firearm (unless for security reasons), air/gas gun or pistol or pellet gun within the confines of the scheme.
- 28.3** No person shall make an excavation or dig a pit, trench or hole on the common property driveways or walkways.
- 28.4** Flying drones over common property, exclusive use areas or sections is strictly prohibited.

## **29. LAUNDRY**

- 29.1** No owner or occupier shall dry or spread washing, bedding or other items on a fence, dividing/boundary wall, through window security bars, over a windowsill, over a balcony railing, or private garden area.
- 29.2** The owner or occupier of a section must not, without the Trustees' written consent erect washing lines on the common property or an exclusive use area. Makeshift washing lines are strictly prohibited. A small clothes horse is acceptable.
- 29.3** The owner or occupier of a section must not, without the Trustees' written consent hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside of the scheme.
- 29.4** Laundry may only be hung in areas set aside for that purpose.
- 29.5** Laundry is hung out at the sole risk of the person doing so.

## **30. SIGNAGE**

- 30.1** The owner or occupier of a section must not, without the Trustees' written consent display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside of the scheme.
- 30.2** The maximum size of a real estate agent's sign shall not exceed 460mm x 600mm on any residential premises, unless otherwise approved by the Trustees.
- 30.3** A maximum of one sign per agent and total of three signs may be permitted on any residential premises.
- 30.4** A real estate agent's signage and letting signage must be neatly displayed on the outer part of the scheme's boundary wall or designated area as determined by the Body Corporate.
- 30.5** A real estate agent's sign or letting sign may not be displayed for longer than 3 (three) months unless otherwise approved by the Trustees and must be removed not later than 5 (five) days after conclusion of a contract of sale or lease of the premises in question.

- 30.6** In the case of a property “On Show”, signs and bunting may only be erected on such property and only for the duration of the show day and must be removed by the end of the day.

## **31. NUISANCES**

### **Noise nuisance**

- 31.1** Reasonable quiet must be maintained **at all times**, especially on weekends, and public holidays.
- 31.2** No person shall cause or permit to be caused a disturbance by shouting, screaming or making any other loud or persistent noise or sound, including amplified noise or sound; or permit noise from a section or exclusive use area to be audible by another section or on the common property.
- 31.3** No owner or occupier may make, produce or cause a disturbing noise, or allow it to be made, produced or caused by any person, animal, machine, device or apparatus or any combination thereof. The provisions and regulations under noise control in the Environment Conservation Act, No. 73 of 1989 and any amendment thereof must be strictly adhered to.
- 31.4** No owner or occupier may emit a sound, or allow a sound to be emitted, by means of a bell, siren, hooter, static alarm, whistle, loudspeaker or similar device, if it may cause a noise nuisance.
- 31.5** No owner or occupier may drive a vehicle on the common property in such a manner that it may cause a nuisance by revving.
- 31.6** No owner or occupier may operate or play or allow to be operated, a radio, television set, drum, music instrument, sound amplified, loudspeaker systems or similar device producing, reproducing or amplifying sound so as to cause a noise nuisance.
- 31.7** No owner or occupier may operate any machinery, saw, sander, drill, grinder, lawnmower, power garden implements or similar device in any exclusive use area or section or allow it to be operated, if it may cause a noise nuisance. Any work involving the use of machinery or devices as aforesaid may only be used during the hours of 09h00 to 17h00 Monday through to Saturday. No machinery or devices as aforesaid may be used on Sundays and Public Holidays.
- 31.8** No owner or occupier may discharge fireworks within the confines of the scheme.
- 31.9** The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person’s peaceful enjoyment of the common property.
- 31.10** The owner or occupier of a section must take reasonable steps to ensure that the owner or occupier’s visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person’s peaceful enjoyment of the common property.
- 31.11** No driver, person in control of a motor vehicle or passenger in the motor vehicle shall permit any amplified noise to emanate from the motor vehicle such that it is audible by another section or on the common property. Hooting, except in the case of an emergency is strictly prohibited.

- 31.12 No person may hold or stage any event/party without the Trustees consent.
- 31.13 No person shall set up or use any part of common property or an exclusive use area to setup any circus, whirligig, roundabout, marquees or other side show or device for amusement or recreation.
- 31.14 Hawkers will not be allowed access to the scheme at any time.
- 31.15 Jumble sales and auctions are strictly prohibited within the confines of the scheme.

## 32. MONTHLY LEVY AND ANCILLARY ACCOUNTS

- 32.1 "**debtor**" means any owner who owes a debt to the Body Corporate.
- 32.2 Monthly accounts will be rendered to owners for the amounts due and payable, at the e-mail address or address last recorded with the Body Corporate.
- 32.3 Failure by the Body Corporate to render an account does not relieve an owner of the obligation to pay any amount due and payable.
- 32.4 An owner's decision to dispute an account shall not entitle him to defer payment beyond the due date stipulated on the levy account. Should any dispute arise as to the amount of the arrear debt, the debtor must nevertheless continue to make regular payments, until such time as the dispute has been resolved.
- 32.5 If payment of an account is received after the 7th day of the month, a late payment fee or interest as may be prescribed, must be paid by the owner to the Body Corporate.
- 32.6 An owner may lodge a query or complaint in respect of the accuracy of the amount due and payable in terms of an account rendered to him, her or it.
- 32.7 A query or complaint must be lodged with the Managing Agent before or on the due date for payment of the account, or as soon as reasonably possible thereafter.
- 32.8 The Managing Agent must –
- investigate or cause the query or complaint to be investigated within 14 days, or as soon as possible after the query or complaint was registered; and
  - inform the owner, in writing, of its findings as soon as possible thereafter, whereupon any arrears found to be due are payable must be paid within fourteen days from the date on which the owner is notified of the amount found to be due and payable.
- 32.9 Should the owner fail to make payment of any arrear amount a final notice must be sent to the owner and the notice must contain the following –
1. the amount in arrears and any interest payable, and the date by which such arrears and interest must be paid;
  2. state that the member has an obligation to pay the specified contributions and charges.
  3. that the owner may conclude an arrangement with the Body Corporate for payment of the arrears amount in instalments within 14 (fourteen) days of the date of the final demand notice.
  4. "**arrangement**" means a written agreement entered into between the Trustees and a debtor where specific terms and conditions for the payment of a debt are agreed to; "arrears" means any amount due and payable to the Body Corporate and not paid by the due date;

5. that if no such agreement is entered into within the stated period that legal action may be instituted against the owner for the recovery of any amounts 30 (thirty) days or more in arrear, without further notice;
6. that the owner may be listed with a credit bureau or any other equivalent body as a defaulter;
7. that the account may be handed over to a debt collector or attorney for collection;
8. the amount of interest that will accrue daily until the payment of the overdue contributions are made.

**32.10** The Body Corporate may charge interest on any overdue amount payable by a Member; provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act (2005) Act 34 of 2005), compounded monthly in arrears.

**32.11** The amount due and payable by an owner constitutes a consolidated debt, and any payment made by an owner of an amount less than the total amount due will be allocated in reduction of the consolidated debt.

**32.12** A member is liable for and must pay to the Body Corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the Body Corporate in the collection of arrear contributions or any other arrear amounts due and owing by such member to the Body Corporate.

**32.13** The Body Corporate may subject to obtaining an order of court, disconnect electricity for non-payment or reduce electricity.

### **33. OBLIGATION TO COMPLY**

**33.1** The owner or occupier of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

### **34. INTERNAL DISPUTES BETWEEN MEMBERS**

**34.1** Internal disputes relates to contravention of the Body Corporate Rules, Municipal By-Laws and the Sectional Titles Schemes Management Act, Act 8 of 2011 and regulations.

**34.2** An endeavour shall be made to resolve all disputes which arise between the parties concerned first.

**34.3** The Trustees shall suggest and facilitate the referral of the dispute through the processes of negotiation and mediation if deemed necessary for the resolution of the dispute. Where the Trustees are of the opinion that it is not in the best interests of the Body Corporate to attempt to resolve the matter by referral to mediation, the Trustees shall attempt to resolve the matter through negotiation, where after the matter may be pursued through other legal rights of recourse by either party or referred to the Community Schemes Ombuds Services for adjudication.

### **35. COMPLAINTS PROCEDURE**

**35.1** The Trustees will strictly deal with complaints regarding contravention of the Act, Municipal By-Laws and the Body Corporate Rules only. A formal written complaint should always be submitted to the Managing Agent. Details of the complainant the efforts made by the person to resolve the matter with the owner or occupant concerned and copies of any relevant correspondence in the possession of the complainant should be provided at the time of complaint.

**35.2 Complaints that will not be taken up**

The following complaints will not be taken up:

- I. Personal disputes that do not relate to the contravention of the Act, Municipal By-Laws and Body Corporate Rules;
- II. Anonymous complaints or complaints where the complaints procedure has not been followed.
- III. Civil or small claims matters that do not relate to the Body Corporate.
- IV. Matters relating to domestic violence. These matters will be referred to the relevant authorities.

**35.3 Your options when lodging a complaint.**

- Submit a formal complaint to the Managing Agent.
- Mediation or negotiation.
- Referral of the dispute to the Community Schemes Ombuds Services for adjudication.
- Consultation with an Attorney to pursue the matter by means of further legal action

**35.4 Body Corporate related matters – Dispute Resolution**

Prior to the initiation of formal adjudication submission to the Community Schemes Ombuds Services in respect of any Body Corporate related matter, the parties shall, within 5 (five) business days after the arise of any dispute, first attempt to resolve their dispute informally by reference to a joint committee comprised of a single designated representative of each party who shall have the authority of the party he/she represents to settle the dispute.

Should the designated representatives, within 5 (five) business days after the dispute has been referred to them, conclude in good faith that they are unable to settle the dispute or should either party have failed to appoint a designated representative on the written request of the other within 5 (five) business days after being requested to do so, then either party may refer the matter for mediation if both parties agree, failing this to the Community Schemes Ombuds Services for adjudication or to any court in the Republic of South Africa that has the authority to hear any legal proceedings.

**36. PENALTIES PROCESS – FOR CONTRAVENTION OF THE RULES**

**36.1** Upon the occurrence of any event which constitutes a breach of the Sectional Titles Schemes Management Act, Act 8 of 2011, and the Rules by any owner or occupier –

**36.2** The owner will be given a written notice of the particulars of the complaint, and a reasonable opportunity to respond to the complaint. The transgressor will be given sufficient information and adequate detail on the nature of the conduct as well as the specific sections of the Sectional Titles Schemes Management Act, Act 8 of 2011 or rules that were allegedly breached in order to defend him or herself against the complaint. The written notice will include a reference to the rule allowing the penalty to be imposed. The offender will then be warned that if he or she persists with such conduct or contravention, a penalty will be imposed.

**36.3** If the owner or occupier persists with the conduct, the Managing Agents will send a second notice to the owner advising that the contravention is continuing or has been repeated and inviting the person to a Trustee meeting at which the person can explain or defend their actions. The notice will be sufficient to allow the transgressor time to prepare a defence.

**36.4** At the meeting the transgressor will be allowed to state their side of the matter, call witnesses in their support and cross examine any witnesses the Trustees might have to the transgression. Any representations received or made by the owner must be taken into account. The opportunity for a hearing should be given before the penalty is imposed.



- 36.5** The Trustees should then discuss the evidence from both sides in the absence of the transgressor and witnesses; consider all the circumstances and make a final decision on whether or not to impose the penalty.

### **37. PENALTIES APPLICABLE FOR TRANSGRESSIONS**

- 37.1** The imposition of the duty on owners to “ensure compliance” with the rules has been widely interpreted as the imposition of a strict liability which implies that the Body Corporate can fine, and otherwise act against an owner on account of the actions of his or her visitors, tenants, guests, domestic staff, contractors, children when they act in a manner alleged to be a breach of the rules.
- 37.2** The penalty rule and fining procedure will always be reasonable, fair and equally applied to all owners and residents.
- First warning letter – R150.00 administrative fee for issuing the letter with no penalty.
  - Second warning letter –R150.00 administrative fee for issuing the letter and a penalty fee of R250.00.
  - Third and final warning letter –R150.00 administrative fee for issuing the letter, penalty limit R500.00 depending on the severity of the contravention.

### **38. INDEMNITY**

- 38.1** The Body Corporate is indemnified against all claims arising as a result of the reasonable exercise of any rights granted in terms of these regulations.
- 38.2** The Body Corporate /Trustees and Body Corporate staff shall not be liable for any injury or loss or damage of any description which an owner or occupier of a section or any of his family, or his staff, or friend, acquaintance, visitor or guest, contractor or sub-contractor, and employees may sustain, physically or to his or their property, directly or indirectly, in or about the common property, its amenities or in the individual units by reason of any defect in the common property, its amenities or in the individual units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.

### **39. RIGHT OF ADMISSION**

- 39.1** Right of admission to BODY CORPORATE is at all times strictly reserved.

**COMPLAINT FORM – ANNEXURE “A” BODY CORPORATE**

Use this form to notify the Body Corporate and persons against whom you are making the complaint, who must be a unit owner, occupier.

In terms of Noise: specify what type of noise – screaming, shouting, verbal abuse, swearing etc...Where possible provide date and time of incident.

<b>DETAILS OF PERSON MAKING THIS COMPLAINT:</b>											
<b>Full Names:</b>											
<b>Unit No(s)</b>											
<b>Section address:</b>											
<b>Number of Scheme:</b>											
<b>Name of Scheme:</b>											
<b>Province</b>			Gauteng			<b>Postal Code</b>					
Postal address of Complainant (if different from above):											
<b>WHICH TYPE ARE YOU? (MARK WITH A CROSS WHICHEVER IS APPLICABLE)</b>											
Owner		Tenant		Other occupier		Managing Agent					
Trustee											
<b>DETAILS OF PERSON(S) YOU ARE MAKING THE COMPLAINT AGAINST</b>											
Person(s) name(s)											
Address (include unit No.)											
<b>DETAILS OF THE RELEVANT RULE, SECTION OF THE ACT OR REGULATION:</b>											
Identify which provision(s) is/are apparently being breached or not being complied with:											
<b>SELF-HELP ACTION TAKEN:</b>											
What has been done to try to resolve this complaint? Please describe what you have done, who you have talked to and what they offered to do:											
<b>PROPOSED SOLUTION OR ACTION:</b>											
What remedy are you requesting?											

**EMPLOYEE/CONTRACTOR REGISTRATION FORM – ANNEXURE “B” BODY CORPORATE**

<b>Unit No.</b>		<b>Job Category:</b>	Employee/Contractor
<b>Confirm</b>	<b>Owner/Tenant</b>	<b>Cell No.</b>	
<b>Employees details</b>		<b>Contractors details</b>	
FULL NAME & SURNAME –		Company name, address and contact number -	
ID NO. or PASSPORT NO – [A clear ID /Passport copy must be annexed to this registration form.] Working visa to be retained where the Employee is not a South African Citizen.		Contact person name, surname and contact number	
Full or part time		Working days	Mon/Tues/Wed/Thurs/Fri/Sat/Sun
Hours of work	Am	Hours of Work	pm
Reviewed by	Trustee 1	Signature	
Reviewed by	Trustee 2	Signature	
		Registration No.	

**Employees are obliged to comply with the Conduct Rules.**

I hereby **declare** that the details furnished above are **true** and **correct**.

**SIGNATURE OF OWNER/ TENANT**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

**BUILDING WORKS APPLICATION FORM – ANNEXURE “C” BODY CORPORATE**

<b>Name &amp; Surname</b>		<b>Unit No.</b>	
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**DESCRIPTION OF PROPOSED BUILDING WORKS**

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**DOCUMENTS ANNEXED HERETO**

1.	Diagram or photograph of proposed building works.	YES/NO
2.	Plans with specifications [measurements where applicable]	YES/NO
3.	Any information relating to proposed building works.	YES/NO
4.	In the case of an architect, land surveyor or registered person, also his profession and registration number, if any, to such plan, specification, document or diagram.	YES/NO
5.	In the case of electrical work – Contractors <b>verification</b> and certification	YES/NO
6.	In the case of plumbing work – Contractors verification and certification	YES/NO
7.	Proof of Contractors all risk cover and workmen’s compensation	YES/NO
8.	Approval from Municipality where required.	YES/NO

**AREA OF INTENDED WORKS**

1.		
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**Contractors information [full particulars – company name/address/Tel no/email**


**DATE OF COMMENCEMENT****DATE OF CONCLUSION**

I, the registered owner, hereby declare that I have personally checked the title deeds or any other documents relevant to the property concerned and declare that the proposed work is not contrary to any restrictive conditions or servitudes applicable thereto, and in the event of such contraventions will bear the sole responsibility to rectify aforesaid contraventions.

I hereby undertake to complete the building work in accordance with the approved building plans including all endorsements and attachments and National Building Regulations. I am fully aware of the fact that I may be required to provide Municipal approval and to comply with the Body Corporate Rules, Sectional Titles Schemes Management Act, Act 8 of 2011 and Regulations and the Sectional Titles Act, Act 95 of 1986 as amended and any conditions prescribed by the Trustees.

OWNERS SIGNATURE \_\_\_\_\_

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

**TENANT MOVEMENT FORM – ANNEXURE “D” BODY CORPORATE**

Tenant moving in

<b>Name &amp; Surname</b>		M <input type="checkbox"/> F <input type="checkbox"/>	<b>ID</b>
<b>Contact No Cell.</b>		<b>Contact No. Work</b>	
<b>Date moving in.</b>		<b>Number of Occupants:</b>	
Email address:			
Vehicle/Vehicles (Reg No's)			
<b>Occupants' details</b> [Information must include all occupants including minors]			
Unit Number.	Name & Surname	ID No.	
	Name & Surname	ID No.	
	Name & Surname	ID No.	
	Name & Surname	ID No.	
<b>Rental Agent</b>			
Name	Surname	Email:	
Contact Cell			Contact Work:

Tenant moving out

<b>Name &amp; Surname</b>		M <input type="checkbox"/> F <input type="checkbox"/>	<b>ID</b>
<b>Contact No Cell.</b>		<b>Contact No. Work</b>	
<b>Date moving out</b>		<b>Number of Occupants:</b>	
Email address:			
Vehicle/Vehicles (Reg No's)			

I hereby declare that I have received a copy of the Body Corporate Rules and I am aware that I am obliged to comply with these rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

Signature: Tenant	
Signature: Rental Agent or owner	
Date:	

**PET APPLICATION FORM – ANNEXURE “E” BODY CORPORATE**

<b>NAME OF APPLICANT</b>		<b>OWNER/OCCUPANT [Specify]</b>	
<b>APPLICATION FOR DOG(S)</b>	DOG YES/NO	<b>APPLICATION FOR CAT(S)</b>	YES/NO
<b>UNIT NO.</b>		<b>NUMBER OF PETS APPLYING FOR</b>	
<b>CELL NO.</b>		<b>WORK NO.</b>	
<b>HOME NO.</b>		<b>E-MAIL</b>	
<b>PET INFORMATION - COMPLETE IN FULL IN BLOCK LETTERS</b>			
PET 1. NAME _____  Breed type: Colour: Approximate size at adulthood:		PET 1  Age of pet: Inoculations/Vaccinations: Current YES/NO Sterilization/neutering: Complete YES/NO	
PET 2. NAME _____  Breed type: Colour: Approximate size at adulthood:		PET 2  Age of pet: Inoculations/Vaccinations: Current YES/NO Sterilization/neutering: Complete YES/NO	
<b>DOCUMENTS MUST BE ATACHED</b>			
<ol style="list-style-type: none"> <li><b>1. PHOTOGRAPH OF PET</b></li> <li><b>2. PROOF OF INNOCULATIONS/VACCINATIONS</b></li> <li><b>3. PROOF OF STERILIZATION/NEUTERING</b></li> </ol> <b>ADDITIONAL NOTES:</b> <ul style="list-style-type: none"> <li>• I hereby agree to adhere to all rules applicable to keeping of a pet.</li> <li>• I will ensure that proof of inoculations/sterilizations will be done annually and proof will be provided to the Body Corporate.</li> <li>• I understand that the trustees have the right to revoke permission in the event that i do not ensure compliance with the rules.</li> </ul>			
<b>APPROVED BY:</b>	TRUSTEE 1 SIGNATURE	Date:	
<b>APPROVED BY</b>	TRUSTEE 2 SIGNATURE	Date:	
<b>Last Updated By:</b>		Date/Time:	