

CAMPUS TERRACE

CONDUCT RULES

1. PRELIMINARY

- 1.1 These Conduct Rules are for the control of the behavior and enjoyment of all owners and/or occupants of units in the Sectional Title Scheme known or to be known as "Campus Terrace" ("**the Scheme**").
- 1.2 The Conduct Rules shall not be added to, amended or appealed except in accordance with Section 35(2)(b) of the Sectional Titles Act, Act 95 of 1986.
- 1.3 The Conduct Rules are binding on all owners, occupants of units, their families, tenants, guests, invitees and servants. It shall be the duty and responsibility of an owner to ensure compliance with these Conduct Rules by the lessees or occupants of his or her Section, including the employees, guests and any family members of the owner, or of his or her lessees or of the occupants of his or her Section.
- 1.4 The Conduct Rules shall be strictly enforced by the Trustees of Campus Terrace Body Corporate (hereinafter "**the Body Corporate**" or "**the Trustees**").
- 1.5 The Trustees may from time to time issue Directives in connection with any Conduct Rule. The Directives shall not be in conflict with any Management or Conduct Rule.
- 1.6 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.
- 1.7 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) referred to in these Rules. 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 referred to in these Rules. The Guidelines shall, by virtue of these Conduct Rules, also be binding upon all Owners, lessees and occupants of Sections.

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

1.9 All complaints must be submitted to the Trustees or managing agent in writing.

2. **INTERPRETATION**

In the interpretation of these Rules the following words and phrases shall carry the meanings set out hereunder unless the context in which they are used clearly indicates to the contrary.

2.1 "**Act**" means the Sectional Titles Act, Act 95 of 1986 as amended from time to time and any regulations promulgated under the said Act.

2.2 "**Body Corporate**" means the Body Corporate of the Sectional Titles Scheme known as "**Campus Terrace**".

2.3 "**Common Property**" means in relation to the Scheme, means:

2.3.1 the land included in the Scheme;

2.3.2 Buildings and parts thereof which are not included in a Section;

2.3.3 Land that has been transferred to the Body Corporate in terms of Section 26 of the Act;

2.3.4 All fauna on the land and flora in the soil of the land in the Scheme;

2.3.5 All roads, tar or gravel, within the boundaries of the land of the Scheme

2.4 "**the Developer**" means ERF 442 HATFIELD CC, Registration Number 1993/016052/23 or its successors in title being or to be the registered owner of the land on which the Scheme is established;

2.5 "**Development**" means the Sectional Title Scheme to be known as "**Campus Terrace**" which stands to be developed on Remaining Extent of Erf 442, Hatfield Township and Portion 1 of Erf 442, Hatfield Township.

2.6 "**Development Period**" means the period from the date of opening of the Sectional Title Register for the Scheme until:

- 2.6.1 the Developer notifies in writing the Trustees of the Body Corporate that the Development period has reached completion; or
- 2.6.2 the registration of transfer of the last saleable Section or Exclusive Use Area within the Scheme or any other scheme which may subsequently form part of the Scheme;
- whichever is the earlier;
- 2.7 **"Exclusive Use Area"** means an exclusive use area as contemplated in both Sections 27 and 27A of the Act.
- 2.8 **"Management Agent"** means and refers to the management agent from time to time appointed for the Scheme;
- 2.9 **"Resident/s"** or **"Occupant/s"** shall bear corresponding meanings and shall mean a person or persons who regularly occupy a Unit whether in terms of ownership, lease or other arrangement.
- 2.10 **"Scheme"** means the land and buildings within the Sectional Title Scheme known as **"Campus Terrace"**.
- 2.11 **"Trustee/s"** mean/s a Trustee or the Trustees of the Body Corporate as contemplated in the Act.
- 2.12 **"Unit" or "Section"** means a Section in the Scheme together with its share in the Common Property, apportioned to that Section, in accordance with the participation quota of the Section;
- 2.13 Any reference to the singular shall include the plural and vice versa.
- 2.14 A reference to any one gender shall include the other unless the context in which it is used clearly indicates to the contrary.
- 3. DEVELOPMENT PERIOD**
- 3.1 For the duration of the Development Period, the Developer will be developing the Scheme by erecting Sections at different stages and in different phases or part thereof. The Developer will therefore be reserving a right of extension for this purpose under the provisions of Section 25(1) of the Act;

- 3.2 Owners and occupants of Units in the Scheme will, for the duration of the Development Period, have to endure inconvenience, noise and dust caused by the building operations and such Owners and/or occupants shall have no claim whatsoever against the Developer resulting from the said inconvenience;
- 3.3 All building activities during the Development Period shall be controlled and managed in the absolute discretion of the Developer.
- 3.4 For the duration of the Development Period:
- 3.4.1 heavy duty vehicles utilized for the building operations and activities of the Developer may be parked on any portion of the Common Property including an Exclusive Use Area. Any damage to the Common Property caused by such vehicles shall be repaired by the Developer, at the Developer's costs and expense;
- 3.4.2 materials utilized for the building operations and activities of the Developer may be off-loaded by a supplier onto Common Property provided that any damage to the Common Property caused by such materials shall be repaired by the Developer, at the Developer's costs and expense.
- 3.5 Owners and occupants of Units in the Scheme shall, for the duration of the Development Period, have no right of entrance to or the use of the Common Property except that portion in the Scheme where the Unit owned or occupied by such Owner or Property is located until such time as the additional buildings have been completed by the Developer. Owners and occupants of Units in the Scheme shall further not be entitled to interfere with or to prohibit the construction by or on behalf of the Developer of any buildings or amenities in the Scheme.

4. **PARKING AND DRIVING OF VEHICLES AND REMOTE CONTROLS**

- 4.1 An owner, lessee or occupant of a Section shall park or stand his vehicle or permit or allow a vehicle to be parked or stood on the parking bay (exclusive use area) allocated to the Section he owns or occupies.
- 4.2 Visitors, employees or contractors of owners, lessees or occupants shall park their vehicles outside the building if their parking bays are occupied subject to the compliance with any reasonable conditions imposed from time to time by the Trustees.

- 4.3 No owner, lessee or occupant of a Section shall park or stand any vehicle upon the Common Property, or permit or allow any vehicle to be parked or stood upon the Common Property, contrary to these Rules without the prior written consent of the Trustees.
- 4.4 No trucks or any other heavy vehicles may be parked on the Common Property without the prior written consent of the Trustees.
- 4.5 No caravans, motorboats, trailers or any other watercraft may be parked on the Common Property without the prior written consent of the Trustees.
- 4.6 Owners, lessees and occupants of Sections shall ensure that their vehicles, and the vehicles of their visitors, employees or contractors, do not drip diesel, oil or brake fluid on to the Common Property or in any other way deface the Common Property by reason of the dripping of oil or brake fluid, or otherwise caused by any vehicle. The owner, lessee or occupant responsible shall clean such area at this or her own costs. Should the owner, lessee or occupant fail to clean such area and any such failure persists for a period of 7 (seven) days after the giving of written notice to clean given by the Trustees or the managing agent on their behalf, the Trustees may arrange to have the area cleaned and hold the applicable owner, lessee or occupant liable for the costs of cleaning and restoration of the area.
- 4.7 No owner, lessee or occupant shall be permitted to dismantle or effect major repair to any vehicle or service any vehicle on any portion of the Common Property. Only emergency repair to vehicles may be effected.
- 4.8 The parking of vehicles upon the exclusive use area is subject to the express condition that every vehicle is parked at the owners risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of its employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him or her, may suffer in consequence of his or her vehicle having been parked on the exclusive use area.
- 4.9 The Trustees may from time to time issue further Directives pertaining to this Rule.
- 4.10 The Trustees may cause a vehicle to be removed or towed away, or its wheels to be clamped, at the risk of expense of the owner of the vehicle, including payment of a release penalty, to be determined by the Trustees from time to time any vehicle parked, standing or abandoned on the Common Property without the Trustees consent or in contravention of these Rules.

- 4.11 Notwithstanding the provisions of sub-rule 4.10, an owner, lessee or occupant who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms thereof, may be subjected to the imposition of a penalty or penalties in terms of rule 24.

5. **LAUNDRY**

An Owner, lessee or occupant of a Section shall not, without prior written consent of the Trustees, erect his or her own washing lines, nor hang any washing or laundry or any other items on any part of the building or the Common Property not earmarked or demarcated for the purpose.

6. **REFUSE DISPOSAL**

- 6.1 An owner, lessee or occupant of a Section shall:

6.1.1 Ensure that his or her refuse is placed in a black refuse bag and that such bag is securely tied before being placed in a municipal refuse bin in the refuse room.

6.1.2 Ensure in case of tins or other containers, that they are completely drained, before being deposited into a black refuse bag.

6.1.3 Comply with any Directives imposed by the Trustees from time to time regarding the disposal of refuse and not dispose of or allow the disposal of refuse, waste or rubbish contrary to this Rule and such Directives.

6.2 No cooking oils or fats may be disposed of in the kitchen sinks, drains or toilets and items such as paper towels, sanitary towels and nappies, may not be flushed down the sewerage system. Such materials may be traced to a Section and the owner, lessee or occupant of such a Section may be held responsible for any costs to clear the sewerage system.

6.3 Refuse or refuse bins shall not be stored in such a manner as may be visible to other occupants within the Scheme.

6.5 Refuse shall not be handled contrary to the regulations of the Local Authority.

6.6 No refuse may be left on any portion of the Common Property other than in the refuse room provided for the purpose and then in the manner prescribed by the Body Corporate.

7. **NOISE AND/OR NUISANCE**

7.1 No noise that is excessive, in the discretion of the Trustees, may be created at any time in a Section or on the Common Property.

7.2 Especially after 22h00, noise levels should be reasonably reduced, whilst quietness should be maintained in Sections and on the Common Property between the hours 24h00 and 07h00.

7.3 All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the Trustees.

7.4 The horns of motor vehicles may not be sounded at any time on the Common Property, except as a warning of imminent danger or in the case of an emergency.

7.5 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in Section or any part of the Common Property.

7.6 No firearms may be discharged in a Section or any part of the Common Property, except under such circumstances, which would reasonable justify the use of a firearm for self-defense and related purposes.

7.7 The use of power tools, hammering and other noise generating equipment shall not be permitted between 18:00 and 8:00 on weekdays, and before 8:00 and after 15:00 on Saturdays, and not at all on Sundays.

7.8 No owner, lessee or occupant may permit anything to be done in his or her Section, exclusive area or on the Common Property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupants of the buildings, or permit or cause any disturbance or allow his or her children or visitors of their children to cause any disturbance which in the opinion of the Trustees would constitute a nuisance or an invasion of the right of privacy of other occupants.

8. **SIGNS AND NOTICES**

8.1 No owner, lessee or occupant of a residential Section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or of a Section, so as to be visible from outside the Section, without written consent of the Trustees first having been obtained. The Trustees may impose any reasonable conditions when granting their consent.

8.2 The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained or in the event of non-compliance with the imposed conditions. Such removal and any repair of Common Property which may be reasonably required, will be effected at the risk and cost of the owner and such owner and/ or occupant shall have no claim against the Body Corporate or the Trustees as a result of their functions performed in terms of this provision.

9. **GARDENING**

9.1 The gardens located on Common Property (excluding Exclusive Use Areas) shall be maintained by the Body Corporate who may from time to time nominate and appoint a contractor to attend thereto.

9.2 Unless otherwise agreed to by the Trustees, an Occupant and failing an Occupant, an Owner, shall, in a reasonable proper manner, maintain the Owner's Exclusive Use Area and garden (if any).

10. **COMMUNAL AMENITIES AND RECREATIONAL AREA**

10.1 All communal amenities located on Recreational Area shall be utilized and enjoyed strictly in accordance with such directives as may be determined by the Body Corporate from time to time.

10.2 The Owner or Occupant shall not use the recreational area, or permit it to be used, in such a manner or for such purpose as shall cause a nuisance to any other Owner or Occupant.

10.3 There shall be no littering on the Recreational Area.

10.4 Nobody shall braai or barbeque or conduct a similar activity on the Recreational Area other than in areas specifically designated therefor.

10.5 No social gatherings shall be permitted in the Recreational Area during the weekdays from Monday to Friday 14:00.

10.6 Especially after 22:00 noise levels at the Recreational Area shall be reduced whilst quietness should be maintained between the hours 24:00 and 9:00.

10.7 Should any damage of whatsoever nature be caused by an Owner, an Occupant, his family, his tenants, his visitors or his pets or those of his family, his tenants or his visitors to the Recreational Area, the Owner or Occupant, as the case may be, shall be liable to reimburse the Body Corporate as the case may be, for the cost of repairing such damage.

11. **PETS – ANIMALS, INSECTS, REPTILES AND BIRDS**

11.1 An owner, lessee or occupant of a Section shall not keep any animal, insect, reptile or bird (pet) in a Section or on the Common Property.

11.2 No poultry, wild animals or livestock may be kept;

11.3 The building of pigeon lofts and bird aviaries shall not be permitted;

12. **BUSINESS ACTIVITIES**

12.1 No business, profession or trade may be conducted on the Common Property, from an Exclusive Use Area or from any Unit.

12.2 No auction or jumble sale may be held on the Common Property, from an Exclusive Use Area or from any Unit.

12.3 No advertisements or publicity material may be distributed or exhibited within the Scheme. Without the approval of the Trustees, no canvassing will be permitted in the Scheme.

13. **EXTERIOR**

13.1 An Owner, lessee or occupant of a Section shall not place, store or do anything in a Section, on any part of the Common Property, on exclusive use areas, in Sections, including on balconies, patios, verandas or gardens and encroachments, which in the opinion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the Section.

13.2 No items may be hung over fences, balconies, in windows or corridors or on any part of the building or the Common Property so as to be visible to the public or to other occupants.

- 13.3 Owners, lessees and occupants of Sections must ensure that Sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All curtains must have linings, and all linings of curtains, and blinds when viewed from outside, must be acceptable to the Trustees in their discretion.
- 13.4 No Owner, lessee or occupant of a Section may, without the prior written consent of the Trustees, place, store, or leave any object on any part of the Common Property, or allow or permit it to be so placed, stored, or left.
- 13.5 No air-conditioning units, aerials, satellite dishes or other devices for whatever purpose used or intended visible from outside the Section shall be installed or affixed, unless specifically authorized or approved by the Body Corporate..
- 13.6 No decorations may be attached to the exterior of a Unit and the exterior of a Unit may also not be painted or otherwise treated unless specifically authorized or approved by the Body Corporate.
- 13.7 No awnings or other exterior coverings or improvements to a Unit may be erected or affixed unless specifically authorized or approved by the Body Corporate.

14. **DOMESTIC WORKERS AND EMPLOYEES OF BODY CORPORATE**

- 14.1 No domestic workers shall reside on any part of the Common Property;
- 14.2 An Owner and Occupant of a Unit shall ensure that their domestic worker at all times abide and adhere to the rules of the Body Corporate.
- 14.3 Owners, lessees and occupants of Sections may not request Body Corporate employees to perform tasks for them during their work hours.
- 14.4 Owners, lessees and occupants of Sections may not interfere with Body Corporate employees in the performance of their duties as allocated to them by the Trustees, but must give their full co-operation to such employees.
- 14.5 Owners, lessees or occupants of Sections are responsible for the conduct of their own employees on the Common Property and shall ensure that they:
- 14.5.1 Do not loiter on the Common Property;
- 14.5.2 Do no cause a nuisance on the Common Property;

- 14.5.3 Do no receive guests on the premises;
- 14.5.4 Comply with the security measures and Directives imposed from time to time by the Trustees;

15. **INDEMINTY**

The owner and/or occupant waives any claim against the Body Corporate in respect of any damage to property or injury or death to any person occurring within the Scheme and hereby severally indemnify the Body Corporate and hold it harmless against any such claim by any of their tenants, guests, invitees and servants.

16. **SECURITY, SAFETY AND RISK**

- 16.1 Access to the Scheme will be subject to security control at the entrance to the Scheme.
- 16.2 All Occupants, their visitor and guests shall adhere to such security procedures as may be introduced and implemented by the Body Corporate from time to time;
- 16.3 Owners, lessees and occupants of Sections must at all times ensure that the security and safety of other occupants and their property are preserved, and in particular must:
 - 16.3.1 Handle their access controls responsibly and must report any lost of an access control to the Trustees
 - 16.3.2 Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed
 - 16.3.3 Ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons
 - 16.3.2 Comply with any security measures and Directives imposed from time to time by the Trustees
- 16.4 All persons on the Common Property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Body Corporate of whatsoever nature arising neither from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the Common

Property, its amenities or in the individual Sections nor for any act done or for any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.

- 16.5 The Body Corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

17. **LETTING OF AND OCCUPANCY OF UNITS PROPERTY**

- 17.1 All lessees of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of right of occupancy.

- 17.2 Before a lessee or occupant takes occupancy of a Section, the applicable owner shall furnish the lessee or other occupant with a copy of the Conduct Rules and Directives and inform such lessee or other occupant of his or her duty to comply with the Conduct Rules and any Directives imposed in terms thereof. The owner shall obtain the lessees (or other occupants) written acknowledgement of receipt of the Conduct Rules.

- 17.3 An owner of a Section shall within 7 (seven) days after concluding a lease agreement or other occupancy arrangement, furnish the Trustees with the particulars (the full names and contact telephone numbers) of his or her lessee or other occupants and shall further furnish the Trustees with the lessees (or other occupants) written acknowledgement of receipt of the Conduct Rules.

- 17.4 An owner shall notify the Trustees or managing agent in writing with 14 (fourteen) days of conclusion of a lease agreement or other occupancy arrangement (whether verbal or in writing), of the conclusion of such agreement or arrangement and of the names and contact details of the lessees or occupants.

- 17.5 No owner of a Section shall allow more persons to occupy a residential Section, than as set out below:

17.5.1 1 (one) persons in a studio apartment;

17.5.2 2 (two) persons in one bedroom apartment;

- 17.6 Notwithstanding sub-rule 17.5, with the prior written consent of the Trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a Section temporarily, but not for a period of more than 14 (fourteen) days at

a time and not for an aggregate period of more than 28 (twenty eight) days in a calendar year.

17.7 In the event of a breach of these rules by an Occupant, or a member of the Occupant's household or family or employees or guests, the Owner of the Unit shall be held liable for such breach as if he is the transgressor.

17.8 The following Clauses are to be included in all leases:

It is recorded that the premises are part of a unit of a Sectional Title Scheme and that the building and land are controlled managed and administered subject to the provisions of the Sectional Titles Act 1991 by means of rules for the control management administration, use and enjoyment of units and the Common Property. It is accordingly agreed that, without prejudice to the provisions of the lease, the rights and use and enjoyment of the Unit by the lessee are subject to the provisions of the Sectional Title Act 1991, as amended, and a breach of the regulations promulgated thereunder or the Conduct Rules shall be a breach of the lease.

18. **EXCLUSIVE USE AREAS**

18.1 The Owner of any Exclusive Use Area shall pay to the Body Corporate the additional levy for costs and expenses as to be determined by the Body Corporate or Trustees in accordance with Section 37(1)(b), (c) and (d) of the Act for the following expenses:

18.1.1 Rates and taxes;

18.1.2 Insurance;

18.1.3 Electricity;

18.1.4 Water;

18.1.5 Any other expenses relating to the Exclusive Use Area, the Body Corporate or Owner are liable for.

18.2 The Owner or Occupant shall at all times keep the Exclusive Use Area in a clean and neat condition.

18.3 The Owner or Occupant shall not use the Exclusive Use Area, or permit it to be used, in such a manner or for such purpose as shall cause a nuisance to any other Owner or Occupant.

18.4 All other rules of conduct as set out herein, the management rules of the Scheme and the Act and or regulations, shall be enforceable on the Exclusive Use Area of each Unit in the Scheme.

19. **STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

19.1 An owner, lessee or occupant of Section shall not store any flammable material, or do or permit or allow to be done, any other dangerous act in the building or on the Common Property, which will or may cause an increase of the premium payable by the Body Corporate on any insurance policy.

19.2 No owner, lessee or occupant of a Section shall make use of any open fires, gas – or electrical or any other braai devices to braai on their balconies or on the Common Property.

20. **ERADICATION OF PESTS AND HEALTH REGULATIONS**

20.1 An owner shall keep his or her Section free of rats, mice, cockroaches, white ants, borer and other wood destroying insects and to his end shall permit the Trustees, the managing agent, and their duly authorized agents or employees, to enter upon his or her Section from time to time for the purpose of inspecting the Section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the Section, replacement of any woodwork or other material forming part of such Section that may be damaged by any such pests shall be borne by the owner of the Section concerned.

20.2 Each owner, lessee or occupant of a Section is responsible to ensure that activities inside his or her Section or on the Common Property comply with all municipal health regulations and that no damage or risk is created or allowed to the health, safety or property of other occupants of Sections or other person legitimately present on the premises.

21. **COMMON PROPERTY**

21.1 All children on the Common Property shall be supervised at all times by an adult.

- 21.2 No hobbies or other activities may be conducted on the Common Property if they should in any manner cause a nuisance to other residents.
- 21.3 There shall be no littering on the Common Property.
- 21.4 Nobody shall braai or barbeque or conduct a similar activity on the Common Property other than in areas specifically designated by the Body Corporate therefor.
- 21.5 No inflammable or other dangerous material or articles may be brought onto the Common Property or elsewhere within the Scheme.
- 21.6 No firearms, pellet guns or fireworks may be discharged on the Common Property or elsewhere within the Scheme.
- 21.7 No stone or other solid object may be thrown on the Common Property.
- 21.8 Should any damage of whatsoever nature be caused by an Owner, an Occupant, his family, his tenants, his visitors or his pets or those of his family, his tenants or his visitors to the Common Property or any other portion within the Scheme, the Owner or Occupant, as the case may be, shall be liable to reimburse the Body Corporate as the case may be, for the cost of repairing such damage.

22. DAMAGE, ALTERATION, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY AND ALTERATIONS TO THE INTERIOR OF SECTIONS

GENERAL:

- 22.1 It is recorded that the exterior of Sections, including windows and doors, are part of the Common Property and that as such (save as provided in the Sectional titles Act, No 95 of 1986, the Management Rules and these Conduct Rules) no owner, lessee or occupant may alter, damage, improve or add thereto in any manner.

MINOR ALTERATIONS:

- 22.2 As far as minor alterations, fixtures or additions are concerned, an owner, lessee or occupant of a Section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Common Property without first obtaining the written consent of the Trustees.

22.3 Notwithstanding sub-rule 22.2, an owner or person authorized by him or her, may install:

22.3.1 any locking device, safety gate, burglar bars, or other safety device for the protection of his or her Section; or

22.3.2 any screen or other device to prevent the entry of animals or insects;

Provided that the Trustees have first approved the nature and design of the device and the manner of its installation.

22.4 An owner or person authorized by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the Common Property any alterations, fixtures or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, steps or similar items without the prior written consent of the Trustees, who may attach reasonable conditions to their consents.

22.5 A request for the Trustees consent or approval contemplated in sub-rules 22.2, 22.3 or 22.4, must be made in writing to the Trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.

22.6 The Trustees consent for such structures as contemplated in sub-rule 22.4 may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost. Should an owner fail to remove such item and any such failure persists for a period of 14 (fourteen) days after written notice to remove given by the Trustees, the Trustees may have same removed at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting there from.

STRUCTURAL ALTERATIONS:

22.7 Any structural alteration affecting a Section and the Common Property, and alterations to plumbing, electrical installations or conduits may only be carried out after:

22.7.1 compliance with all relevant provisions of the Section Titles Act, No 95 of 1986 and the Rules

- 22.7.2 obtaining the written approval of the local authority, if applicable
- 22.7.3 obtaining the written consent of the Trustees, which may be accompanied by conditions
- 22.8 All structural alterations and alterations to, or repairs of, plumbing, electrical installation or conduits, must be done by qualified and registered artisans and the work must comply with standards required by the local authority.
- 22.9 Whereas an owner may effect alteration to the interior of his or her Section, no work may be done to weight-bearing walls without the written consent of the Trustees, who may impose conditions.
- 22.10 Whilst balconies may form part of Sections, the enclosure thereof affects the Common Property as well as the appearance of the buildings. For this reason, any enclosure of a stoep or balcony shall be regarded as a structural alteration for the purposes of this Rule.
- 22.11 In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the Trustees, involves structural alterations or additions to a Section, including the removal, creation, or modification of a wall or any structural part of the building and any alteration, additions, modifications, improvement or decorative work which affects the exterior appearance of the Section:
- a) A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their provisional consent.
 - b) The Trustees may grant provisional consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The Trustees may request that a report by structural engineer or architect be furnished.
 - c) If provisional consent is given, the owner must proceed to have building plans prepared and approved by an engineer (if required) and the local authority (if required), and which may not deviate from the sketch plan. (see appropriate annexure)
 - d) Before final approval, the owner must canvass the comments of immediate neighbours, and submit it to the Trustees for consideration.

- e) A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the Trustees.
- f) If considered necessary by the Trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations.
- g) Within 14 (fourteen) days of obtaining all the required information and advice, the Trustees shall consider the application, reach a reasonable decision and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions.
- h) A deposit as determined by the Trustees from time to time, shall be payable by the owner, before work may commence. (If any damages to the Common Property should result by virtue of any work done, the Trustees shall be entitled to deduct such damages from the deposit.)

INTERNAL ALTERATIONS

22.12 In addition to any other relevant provision, the following provisions shall apply in respect of any work which, in the sole discretion of the Trustees, involves internal refurbishment, renovation or redecoration of a Section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings:

- a) An application to proceed with specifications, time frame, and sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their consent to proceed.
- b) The Trustees shall, within 14 (fourteen) days, convey their consent to proceed, with or without conditions and or Directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may not proceed with the work without such consent.
- c) A deposit as determined by the Trustees from time to time, shall be payable by the owner, before work may commence.

ALL ALTERATIONS:

22.13 In respect of all work done at the instance of an owner of a Section, the following shall apply:

- a) The owner shall liaise with the Trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles

to be allowed on the premises, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises.

- b) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines;
- c) All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.
- d) The owner accepts responsibility, and shall be liable to the Body Corporate (or owners, as the case may be) for any damage caused by him or her, his or her workmen, or contractors, to the Common Property or to other Sections, and indemnifies the Body Corporate against such damage or any claims arising there from.
- e) The electricity supply of the Body Corporate may not be used without the specific consent in writing of the Trustees, who may assess the costs of such usage for the account of the owner.
- f) Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 09h00 to 17h00 or during the hours 10h00 to 14h00 on Saturdays, but not at all on Sundays.
- g) Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupants and must be concluded as expeditiously as possible, within the time frame specified, if any.
- h) Any deposit payable in terms of this Rule shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the Trustees.
- i) All charges, damages, expenses and penalties raised against the owner in terms of this Rules, are payable upon demand and, if unpaid, Trustees may deduct such items from the owners deposit and/ or add the amount to his or her levy account.
- j) The owner shall ensure that his or her rubble is removed on a daily basis. No rubble may be left on site overnight. Should the owner fail to remove rubble, the trustee shall be entitled to remove the rubble at the cost of the owner concerned or the Trustees may charge a fee to the owner to store the rubble on the Common Property overnight.
- k) The owner must ensure that his or her workmen and contractor comply with the relevant provisions of this Rule.
- l) In the event of approval, or a permit or consent being required from any local or other authority for the alterations, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the

owner before commencement of the alteration, improvement, installation of the fixture, or addition.

- m) If any work done by or on behalf of an owner in pursuance of the provisions of this Rules results in expenses being incurred by the Body Corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- n) Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this Rule shall be maintained by the owner concerned in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the Trustees or the managing agent on their behalf the Body Corporate shall be entitled to remedy the owners failure and to recover the reasonable cost of doing so from such owner.
- o) For the purposes of the Rules, the Trustees shall have the discretion to decide what constitutes a 'minor alteration', 'structural alteration' or 'internal alteration' subject to any Directives that may be given by members at a general meeting, by majority vote.
- p) If an owner (or person authorized by him or her) effects any work referred to in this Rules without obtaining the Trustees consent, or fail to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should and owner in any other way contravene any sub-rule, the Trustees may request an owner to remove such structure at this or her own cost. Should an owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 14 (fourteen) days after written notice given by the Trustees, the Trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting there from.
- q) Owners, lessees or occupants of Sections shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the Common Property. In particular landing, staircases and passages must be kept clear at all times.

23. ELECTRICITY AND/OR WATER METERS

Prepaid or smart electricity and/or water meters may be installed and maintained in the Sections, in which event Owners, lessees or occupants of Sections shall be liable, to whoever shall provide such services, without any recourse to the Developer or the Body Corporate, for any prepaid electricity or water charges.

24. ENFORCEMENT

24.1 Should any Conduct Rule be contravened, the Trustees are authorised to or may:

- a) Arrange for a vehicle to be clamped, at the risk and costs of the owner thereof and/or person in control of the vehicle
- b) Arrange for a clamped vehicle to be released subject to the payment of a release fee
- c) Arrange for a vehicle to be removed at the risk and costs of the owner thereof and/or person in control of the vehicle;
- d) Request an owner to remove such structure or object at his or her own cost.
- e) Should an owner fail to remove or cause the removal of and/ or restitution of any alteration, improvement, fixture or addition (structure or object) and any such failure persists for a period of 14 (fourteen) days after written notice given by the Trustees, the Trustees may effect such removal and/ or restitution at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting there from.
- f) Impose a fine in terms of these Rules;
- g) Obtain an interdict
- h) Impose more than one of the options mentioned

24.2 If the conduct of an owner, lessees or an occupant of a Section or his or her visitors constitutes a nuisance in the opinion of the Trustees, or if an owner, lessee or occupant or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees may furnish the owner and where applicable, the lessee or occupant with a written notice which may in the discretion of the Trustees be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the owner must be warned that if he or she or where applicable his or her lessee or occupant persist in such conduct or contravention, a fine will be imposed on the owner of the Section.

- 24.3 If the owner or where applicable, the lessee occupant nevertheless persists in the particular conduct or in the contravention of that particular Rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a fine.
- 24.4 A written notice by which the owner and where applicable, the lessee or occupant, is informed of the purpose of the meeting and invited to attend, must be sent to the owner and where applicable, the lessee or occupant at least 7 (seven) days before the meeting is held. At the meeting the owner and where applicable, the lessee or occupant must be given the opportunity to present his or her or their case, but except in so far as may be permitted by the chairperson, he or she or they may not participate in the affairs of or voting at the meeting.
- 24.5 After the owner and where applicable the lessee or occupant has been given the opportunity to present his or her or their case, the Trustees may by way of Trustees resolution of 75% of the Trustees present at the meeting, with a minimum of three Trustees being present, impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.
- 24.6 Any fine imposed in terms of sub-rule 24.5, may if it is not paid within 14 (fourteen) days after the owner has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of s 37 (1) of the Act and claimed by the Trustees as part of the monthly levies payable by the owner.
- 24.7 The Body Corporate may, at a general meeting, from time to time, determine the amount of the initial and subsequent penalties.