

CONDUCT RULES

(Section 10 (5) of the Sectional Title Schemes Management Act No 8 of 2011)

*For the use and Enjoyment of
The Sections and Common Property of*

Strand Close

SECTIONAL TITLE SCHEME

SS NO 229/2009

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PRELIMINARY

A. APPLICABILITY

- (1) These Conduct Rules, the provisions of Section 13 of the Sectional Title Scheme Management Act 8 of 2011, as amended from time to time, are applicable to and binding upon the Trustees, the manager (if so contracted), the managing agent (if so contracted), and all owners, tenants (lessees), and other occupiers of sections.
- (2) It shall be the responsibility of an owner to ensure compliance with these Rules by the tenant (lessee) or the occupier of his section, including, his or their employees and contractors, visitors (guests) and family members.
- (3) An owner is strictly liable for payment in respect of any damages caused by and for any penalty imposed on him or on any person referred to in sub-rule (2).

B. INTERPRETATION

- (1) The clause headings are for convenient reference and shall be disregarded in construing these Rules.
- (2) Unless the context clearly indicates a contrary intention : -
 - a) The singular shall include the plural and vice versa; and
 - b) A reference to any one gender shall include the other genders; and
 - c) A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- (3) Words and expressions defined by the Sectional Titles Scheme Management Act 8 of 2011 and annexures thereof, shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Act and annexures thereto.
- (4) When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
- (5) Where numbers are expressed in words and in numerals in these Rules, the words shall prevail if there is any conflict between the two.

C. DIRECTIVES

- (1) The Trustees may from time to time issue Directives in connection with any Conduct Rule.**
- (2) The Directives shall not be in conflict with any Management or Conduct Rule.**
- (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 authorised to create further Conduct Rules through their issuing of Directives.**

D. GUIDELINES

- (1) The Trustees may from time to time prepare and revise Guidelines in respect of alterations or additions referred to in Conduct Rule 4. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colour and manner of installation required in respect of alterations or additions to ensure uniformity of construction.**
- (2) Unless the existing Guidelines were approved by the members by ordinary resolution majority at the meeting at which these Conduct Rules were adopted, the Guidelines shall be so adopted at any subsequent annual or special general meeting.**
- (3) Any amendments proposed by the Trustees shall be tabled at any general meeting for consideration and approved by the members by ordinary resolution majority, with or without amendment.**
- (4) The Guidelines shall, by virtue of these Conduct Rules, be binding upon owners and occupiers and shall be strictly adhered to by them.**

STRAND CLOSE CONDUCT RULES

Living in Strand Close means being part of a community of people. Conduct Rules for the community provides an acceptable code by which members may live together reasonably and harmoniously, without interfering with others' enjoyment to the benefit of all.

1. ANIMALS, INSECTS, REPTILES, AND BIRDS

An owner or occupier of a section shall not keep **or feed** any animal, **insect**, reptile or bird **(hereafter "pet")** in a section or on the common property, **except for persons with disabilities that make use of a guide dog.**

2. REFUSE DISPOSAL

(1) An owner or occupier of a section shall :

- a) maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorized by the Trustees in writing;
- b) ensure that before refuse is placed in such receptacle, it is securely wrapped **in a suitable strong plastic bag**, and in the case of tins or other containers, completely drained, **before it is placed in such plastic bag and such receptacle;**
- c) **for the purpose of having the refuse collected**, place such **securely wrapped plastic bags within the area, and at the times, designated by the Trustees from time to time.**
- d) not place refuse, broken furniture or empty boxes in front of the refuse room or anywhere on the common property. It is the responsibility of the owner or occupier to have such items removed at their own cost.

(2) An owner or occupier of a section shall comply with any other Directives issued by the Trustees regarding refuse disposal.

3. PARKING AND DRIVING OF VEHICLES

- (1) No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the Trustees in writing.
- (2) **Notwithstanding sub-rule (1), an owner may park or stand any vehicle, or permit or allow any vehicle to be parked or stood upon the exclusive use parking area allocated to his unit. Visitors may park on designated visitors' parking bays.**
- (3) **Owners or occupiers or visitors shall not : -**
 - a) **Drive their vehicles within the common property in any manner that creates a nuisance or exceed the speed limit of 15km/hour;**

- b) **Park or cause to be parked, or stood upon, any vehicle, including that of visitors, on any area allocated to an owner or occupier of another section without his or her consent;**
 - c) be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
 - d) **Be allowed to reside or sleep in a vehicle, boat or caravan parked anywhere on the property;**
 - e) **Lease a parking bay or garage other than to owners or lawful occupiers of sections;**
 - f) **Allow their vehicle and the vehicle of their visitors and guests, to drip oil or brake fluid on the common property or to deface the common property in any other way;**
 - g) **Any oil/brake fluid spillage or deface of a parking bay must be cleaned / repaired by the relevant resident the parking bay is allocated to. If not, the BC will do the necessary, after a warning letter to the owner, and bill the expenses to the owner's account. If the latter occurred, the owner will also be fined for the contravention of rule 3 f).**
 - h) The parking of vehicles is subject to the express condition that vehicles are parked at the owner's risk and responsibility and that no liability shall attach to the body corporate for any loss or damage of whatever nature;
 - i) **Any** permit handed to owners of vehicles who have allocated parking **bays** must at all times be displayed prominently on the front **windscreen** of the relevant vehicle. The vehicle may otherwise be clamped or removed at the cost and risk of the owner of the vehicle and/or the owner of the unit, the lessee or occupant who gave access to the vehicle.
- (4) Washing of vehicles shall only take place in the area designated by the Trustees from time to time** and no hosepipe may be used. Playing of car radios during a car wash is prohibited;
- (5) Parking on any grass area is prohibited;**
- (6) An owner or occupier shall comply with any further Directives issued by the Trustees in respect of this Conduct Rule;**
- (7) The Trustees may cause to be removed or towed away, **or its wheels to be clamped**, at the risk and expense of the owner **and/or driver** of the vehicle, **including payment of a release penalty to be determined by the Trustees from time to time**, any vehicle parked, **stood** or abandoned **in contravention of these Rules**. Any damages to such vehicle due to the clamping process will be for the owner of the vehicles account.
- (8) No caravan, boat or trailer shall be parked in an exclusive use area or on any part of the common property.

4. DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO THE INTERIOR OF SECTIONS

MINOR ALTERATIONS

- (1) As far as minor alterations, fixtures or additions are concerned, an owner, lessee or occupier 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.**
- (2) Notwithstanding sub-rule (1), an owner or person authorised by him or her, may install: -**
 - (a) any locking device, safety gate, burglar bars, or other safety device for the protection of his or her section; or**
 - (b) 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.

- (3) An owner or person authorised by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including stoeps and 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, gas bottles, generators, chimneys, canopies, awnings, shade covers, carport covers, steps, braais or similar items without the prior written consent of the trustees, who may attach reasonable conditions to their consent.**
- (4) A request for the trustees' consent or approval contemplated in sub-rules (1), (2) or (3), 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.**
- (5) The trustees' consent for such structures as contemplated in sub-rule (3) 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 30 (thirty) days after written notice to remove is given by the trustees or the managing agent on their behalf, 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 therefrom.**

STRUCTURAL ALTERATIONS

- (6) Any structural alteration affecting a section and the common property, and alterations to work to plumbing, electrical installations or conduits, may only be carried out after: –**
 - (a) compliance with all relevant provisions of the Sectional Titles Act, No 95 of 1986 and the Rules;**
 - (b) obtaining the written approval of the local authority, if applicable; and**

- (c) **Obtaining the written consent of the trustees, which may be accompanied by Conditions.**
- (7) **All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority.**
- (8) **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 partial or total enclosure of balconies or stoeps, the removal, creation, or modification of a wall or any structural part of the building and any alterations, 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 a structural engineer or architect be furnished.**
 - (c) **If provisional consent is given, the owner must proceed to have building plans prepared and approved by the local authority (if required), and which may not deviate from the sketch plan.**
 - (d) **Before final approval, the owner must canvass the comments of immediate neighbours, and submit 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 refundable building deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence. The deposit will vary according to scope of works**

INTERNAL ALTERATIONS

- (9) **In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen- and other cupboards, sanitary ware, and floor coverings: -**

- (a) An application to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their consent to proceed.
- (b) The trustees shall, within 7 (seven) 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

- (10) 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 and the temporary storage of building material and machinery on the premises. The owner shall furnish the trustees, managing agent or manager with the contact details of all contractors who intend to enter the premises.
 - (b) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines.
 - (c) All doors, including garage doors, security gates, windows, window frames and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building or common property.
 - (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, contractors, or any other person, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising therefrom.
 - (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) The main water or power supply may not be disconnected and no person may get onto a roof without the prior consent of the trustees.
 - (g) Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 08h00 to 17h00, or during the hours 08h00 to 13h00 on Saturdays, but not at all on Sundays or proclaimed public holidays.
 - (h) Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupiers and must be concluded as expeditiously as possible, within the time frame specified, if any. Any rubble or other building material, tools or equipment shall be removed from the common property or any part of a section as soon as possible or within such reasonable time as determined by the trustees.

- (i) Any deposit payable in terms of this Rule, to the trustees or any person designated by them, shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the trustees. The owner shall not be entitled to any interest on the deposit.
- (j) All charges, damages, expenses and penalties raised against the owner in terms of this Rule, are payable upon demand and, if unpaid, trustees may deduct such items from the owner's deposit and/or add the amount to his or her levy account.
- (k) The owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.
- (l) All Contractors to sign in at the Site Manager's Office prior to proceeding with any building work private or body corporate related.
- (m) In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition.
- (n) If any work done by or on behalf of an owner in pursuance of the provisions of this Rule results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- (o) Any alteration, improvement, fixture or addition or similar items made or installed by an owner in terms of this Rule shall be maintained by the owner concerned and his or her successor in title, 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.
- (p) For the purposes of this Rule, 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.
- (q) If an owner (or person authorised by him or her) effects any work referred to in this Rule without obtaining the trustees' consent, or fails to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should an owner in any other way contravene any sub-rule, the trustees may request an owner to remove such structure at his 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 30 (thirty) 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 therefrom.

5. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY

- (1) The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, **or a section, including but not limited to balconies, patios, stoeps and gardens**, which, in the discretion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) **Owners and occupiers shall ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All linings to curtains or blinds, when viewed from outside, must be of neutral colour or white, acceptable to the Trustees in their discretion.**
- (3) **Owners or occupiers, their visitors or guests, may not loiter or leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.**
- (4) **Notwithstanding sub-rules (1) and (3) an owner or occupier may, with the prior written consent of the Trustees, place, store or leave any object (including pot plants) on a part of the common property, or allow or permit it to be so placed, stored or left.**
- (5) **The Trustees may issue further Directives pertaining to this Rule.**

6. SIGNS AND NOTICES

- (1) No owner or occupier of a section, used for residential purposes, shall place any sign, notice, **flag**, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from the outside section, without the written consent of the Trustees first having been obtained.
- (2) The trustees may remove such sign, notice, **flag**, billboard or advertisement in the event of no written consent having been obtained. **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 occupier shall have no claim against the body corporate or the Trustees as a result of their functions performed in terms of this provision.**

7. LITTERING

An owner or occupier of a section shall not deposit, throw or permit or allow to be deposited or thrown, on the common property, any rubbish, including dirt, cigarette butts, food scraps or any litter whatsoever.

8. LAUNDRY

An owner or occupier of a section shall not, without the consent in writing from the Trustees, erect his **or her** own washing lines, nor hang any washing or laundry or any other items **in or on windows, balconies, patios or stoeps**, or on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not **keep or store any hazardous material in a section or on the common property**, or do **or permit to allow to be done, any other dangerous act in the buildings or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy or which would render void any insurance effected over the property.**

10. LETTING AND OCCUPANCY

- (1) All tenants (**lessees**) of units and other persons granted rights of occupancy by any owner/agent of a unit, are obliged to comply with these Conduct Rules, notwithstanding any provisions to the contrary contained in, **or the absence of provisions, in any lease or any grant of rights of occupancy. An owner shall ensure that each and every tenant of his section receives a copy of these rules and Directives, before taking occupation of the section.**
- (2) Owners **shall** notify the Trustees and/or Ground Manager when new tenants are taking occupation. Moving-in-and-out forms will have to be submitted before any new tenant will be allowed to move in or out of the complex. **The owner shall provide the managing agents / ground manager or Trustee with :**
 - a) **The full names, copy of identity/passport document and contact telephone numbers, emails and vehicle registration numbers and make and colour of the vehicle of the lessee(s) and other occupiers of the section;**
 - b) **The duration of the agreement;**
 - c) **The address, telephone number(s), email address and vehicle registration number of the owner;**
- (3) **No owner, tenant (lessee) or occupier of a section shall allow more than 2 (two) persons per bedroom to reside in a section at any time.** Unless there are children under the age of 10 (ten) in which case an exception will be made at the discretion of the Trustees and only on application to the Trustees.
- (4) **An owner shall notify the manager, managing agent or Trustees forthwith in writing of any change of ownership in, or occupation of his section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his or her section.**
- (5) For the purpose of this rule, a person who **stay for a period of more than 30 days and who has reasonable intention of staying permanently** in a section shall be deemed to permanently reside in that section.
- (6) **An owner, at his cost,** will evict unlawful occupants and institute eviction proceedings in case of unlawful occupants, immediately upon the occupancy becoming unlawful for whatever reason.

(7) No section may be leased to any person for a period of less than 3 (three) months.

(8) A person or entity shall be deemed to be in unlawful occupation of a unit and exclusive use areas of that unit **upon** the following events;

- A person whose lease has expired without renewal;
- A person whose right to occupancy has been terminated;
- A person who unlawfully takes possession of a unit;
- A person who performs unlawful acts on the common property or in a unit; **such as the selling of drugs or the smoking of cannabis on common property.**
- A person who brought items prohibited by law onto the premises such as stolen items or drugs.
- Persons in excess of the allowed number of occupants in a unit;
- The lessee or occupant of a unit who allows more than the allowed number of occupants in a unit;
- All the family members, guests or employees of a person who are in unlawful possession of a unit.

MOVING IN AND OUT OF SECTIONS

The moving of furniture, in or out of the building, may only be undertaken during the day time and must cease completely at 20:00 each day. Moving in and out on Sundays will not be permitted, unless this falls on the last day of the month.

11. ERADICATION OF PESTS

(1) An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent and their duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. **The owner/occupier shall not feed any birds or entice them in any way onto the complex.**

(2) 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.**

12. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS

(1) **Except for a sale in execution of a unit, no auction, or similar sales or exhibitions, shall be held on the common property or in a section, nor may any section be used for any professional, commercial or industrial purpose whatsoever.**

(2) **An owner, lessee or occupier will be responsible for adequate supervision of his or her children, or children of their visitors, and shall foresee that no nuisance is caused or common property damaged and in particular children may not play games in parking area, units and court yard or any part of the section.**

(3) The throwing of stones or other solid objects on the common property is prohibited.

- (4) In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, trees, shrubs or any form of fitting such as taps, lights and irrigation equipment, by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.**
- (5) The body corporate or its agent's representatives or domestic employees 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.**

13. NOISE, DISTURBANCE AND NUISANCE

- (1) An owner or occupier of a section shall ensure that he and his visitors or guests do not create undue noise at any time.**
- (2) There shall be silence between the hours of 10pm and 7am.**
- (3) No owner, lessee or occupier 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 occupiers of the buildings, or permit or cause any disturbance or allow his or her children or visitors 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 occupiers.**
- (4) All television, radio, car radios and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of the Trustees. Particularly on Sundays and between the hours of 22H00 and 07H00, owners and occupiers shall maintain quietness in their sections, exclusive use areas and on the common property.**
- (5) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.**
- (6) No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.**
- (7) 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.**

14. SECURITY, SAFETY AND RISK

- (1) Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must –**
 - a) Ensure that upon entering or exiting the premises or garage, all security doors and gates are properly closed;**
 - b) Ensure that such doors and gates are never opened for unknown or uninvited persons;**
 - c) Comply with any further security measures or Directives implemented by the Trustees;**

- d) Ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the Trustees.
- (2) 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 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.

15. EMPLOYEES

- (1) Owners, lessees and occupiers of sections may not request employees of the body corporate to perform any task for them during their working hours.
- (2) Owners, lessees and occupiers may not interfere with body corporate employees in the performance of their duties and must give their full co-operation to such employees.
- (3) An owner, lessee or occupier shall be responsible for the conduct of their own employees, and for any persons visiting his or her employees.
- (4) An owner, lessee or occupier shall ensure that his or her employees, including their visitors or guests, do not loiter on the common property after working hours.
- (5) Owners, lessees or occupiers shall ensure that their employees comply with the Conduct Rules and Directives.
- (6) Owners must register their employees with the Site Manager / Managing Agent. Completion of form along with a copy of the employee's ID. The Body Corporate will then issue the employee with an entrance ID.

16. IMPOSITION OF PENALTIES (FINES)

- (1) If the conduct of an owner or an occupier of a section or his visitors or guests constitutes a nuisance in the opinion of the Trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees may furnish the owner and occupier with a written notice which may in the discretion of the Trustees be delivered by hand or e-mail. 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 offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.
- (2) If the owner or occupier nevertheless persists in that 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.

- (3) A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 14 (fourteen) days before the meeting is held. At the meeting the owner and/or occupier must be given the opportunity to: -
- a) Present his or her own case;
 - b) Present any evidence, including calling of witnesses, to substantiate his or her case;
 - c) cross-examine any witnesses called on behalf of the body corporate;
 - d) view any relevant documents.
- (4) After the owner or occupier has been given the opportunity to present his case, the trustees may by way of an ordinary majority vote, impose a penalty.
- (5) Should the owner or occupier not attend the meeting without providing a reasonable request for postponement, the trustees, in their sole discretion, may continue with the meeting and impose a penalty in the owner and/or occupier's absence.
- (6) Any penalty imposed in terms of sub-rule (4), may if it is not paid within 14 (fourteen) days after the offender and owner (if the offender is not an owner) has been notified of the imposition of the penalty, be added to the contribution which an owner is obliged to pay in terms of Section 3(1) of the Sectional Title Scheme Management Act no 8 of 2011 and claimed by the trustees as part of the monthly instalments payable by the owner. Fines/penalties may not be equal or exceed the monthly applicable levy.
- (7) The body corporate may determine the maximum amount of the penalty at the same meeting that this rule is adopted. Notwithstanding the aforementioned the body corporate may, at any general meeting, from time to time, determine the maximum amount of penalty.
- (8) The imposition of a penalty on any owner does not affect the right of the body corporate to obtain an appropriate court order or arbitration award and the trustees may elect, on behalf of the body corporate, to impose any one or more options or CSOS can be used for arbitration.

RULE

FINE VALUE

These fines are applicable to the first offence, should an owner/tenant continue with the same transgression, the fine will double for the second and 3rd transgression (if it is for the same transgression)

- | | |
|--|------------------------------------|
| 1. ANIMALS, REPTILES & BIRDS | R 200.00 PLUS ANIMAL WELFARE COSTS |
| Animal welfare costs would be the standard charges as per their fee structure. | |
| 2. REFUSE DISPOSAL | |
| 2.a | R 100.00 |
| 2.b | R 100.00 |
| 2.c | R 100.00 |
| 2.d | R 100.00 |

- 3. VEHICLES
 - 3.a R 300.00 RELEASE CLAMPING FEE
 - 3.b R 300.00 PLUS TOWING COSTS
 - 3.c R 300.00 PLUS DAMAGE CHARGES
 - 3.d R 500.00
 - 3.e R 200.00
 - 3.f R 100.00 TO R 300.00
 - 3.g R 100.00 TO R 300.00

- 4. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY
 - 4.1 R 1 000.00
 - 4.5 R 200.00
 - 4.6 R 200.00

- 5. APPEARANCE FROM OUTSIDE R 500.00

- 6. SIGNS AND NOTICES R 200.00

- 7. LITTERING R 200.00

- 8. LAUNDRY R 200.00

- 9. STORAGE, INFLAMMATORY MATERIAL & OTHER DANGEROUS ACTS R 1 000.00

- 10. LETTING OF UNITS UP TO R 5 000.00

17. FIRE SAFETY EQUIPMENT

(1) Fire safety equipment is only to be used in cases of emergencies for extinguishing fires or in a fire practice drill organised by the Trustees.

18. SWIMMING POOL (IF ANY)

(1) The swimming pool area (the area surrounding and including the swimming pool as enclosed and separated from other parts of the common property is strictly for the use and enjoyment of owners and occupiers only.

(2) Owners and occupiers and their visitors shall use and enjoy the swimming pool area in such a manner as not reasonably to interfere with the use and enjoyment thereof by other owners or other persons lawfully on the premises.

(3) Any noise at the swimming pool area must be contained and owners and occupiers must ensure that no disturbance is caused to other owners or occupiers of sections.

(4) The use of the swimming pool shall be at the sole risk of each of the owners, occupiers or lessees, their visitors and family members.

- (5) Children may use the swimming pool with the consent of and at the risk of their parents, or of the adult(s) responsible for them, and the body corporate accepts no responsibility for them. Children under the age of 9 (nine) years must be under supervision of a responsible adult at all times when in the swimming pool area.
- (6) None of the following is permitted in the swimming pool area : -
- a) Pets;
 - b) Bicycles or motorbikes;
 - c) Fire-arms;
 - d) Consumption of alcohol;
 - e) Glass containers; or
 - f) Ball or Frisbee games.
- (7) No persons under the influence of alcohol may enter the swimming area.
- (8) Entry and usage of the swimming area is only allowed at the times designated by the Trustees from time to time.
- (9) All persons shall ensure that upon entering or leaving the swimming pool area, the access gate is properly closed.
- (10) No owner or occupier or any guest shall tamper with or damage any swimming pool equipment, electrical or otherwise, at any time.

19. COMPLAINTS, PROCEDURES AND FINES

- (1) All complaints are to be submitted to the managing agents in writing who shall investigate the matter and notify the owner or occupier in writing of the outcome thereof. The managing agents are also to inform the trustees of any complaints.
- (2) The Trustees may issue Directives, from time to time, as to where complaints may be sent or delivered to.
- (3) Any complaint relating to a contravention of these rules should be sent in writing to the Trustees or the managing agent, by an owner or rightfully appointed representative of the owner.
- (4) Any complaint that is made to the Chairperson and/or Trustees and/or managing agent will be treated as confidential.
- (5) The Trustees will investigate the complaint, and the party who has allegedly disobeyed the rules will have a chance to respond to the complaint. If the Trustees find the case to be valid, they are entitled to act as follows :

- In respect of a first complaint, a written warning will be sent to the offender. A second complaint relating to the same type of transgression will result in the Trustees, at their discretion, issuing a fine to the offender in the amount of R 250.00. This amount will be debited to the owner's levy account for immediate payment to the body corporate. The owner/offender may make a written appeal against such a fine, but the decision of the Trustees, after thorough consideration, will be binding.
 - Any further complaints relating to the same type of transgression will result in a fine of R 500.00 being levied on the owner.
 - In respect of a fourth complaint, be entitled to, but not obliged as duly authorised representative of the owner of the unit, to order the owner as per the correct procedure to terminate the lease as of the transgressor and take all such legal steps as may appear requisite in order summarily to terminate the continued occupation of the unit by the transgressor.
 - These fines may be reviewed on a yearly basis by the Trustees and amended at their discretion.
 - Should the Trustees determine that a warning or the prescribed fine does not suit the specific transgression, they may, at their discretion, issue a fine without warning and for an amount determined to be suitable for the transgression.
- (6) In the case of security related contraventions, such as an owner or resident tampering with the functioning of the security gate, fire hoses or alarm system, a fine of R 2 500.00 will be levied. There will be no warning for these types of offenses.
- (7) All owners are obliged to explicitly inform their tenants of the rules of the body corporate, including above stipulations, in any rental contract that may be signed between an owner (or his representative) and tenant.
- (8) All penalty clauses may be changed by the Trustees at a Trustee meeting by means of a majority vote.

20. GARDENING AND PLANTS

- (1) An owner, lessee or occupier may not plant or remove any shrub, tree or plant on the common property without the prior written approval of the Trustees who may impose conditions.
- (2) The Trustees may remove, or cause to be removed, any tree, plant or shrub that is considered to be a nuisance, aesthetically displeasing or that causes damage to any section or any part of the common property or otherwise interferes in any way with the powers and functions performed by the Trustees on behalf of the body corporate.

21. BRAAI AREA

- (1) The braai area (the area surrounding and including the braai area (as enclosed and separated from other parts of the common property) is strictly for the use and enjoyment of owners and occupiers only.

- (2) Owners and occupiers and their visitors shall use and enjoy the braai area in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners or other persons lawfully on the premises.
- (3) Any noise at the braai area must be contained and owners and occupiers must ensure that no disturbance is caused to other owners or occupiers of sections.
- (4) The use of the braai area shall be at the sole risk of each of the owners, occupiers or lessees, their visitors and family members.
- (5) The owners, occupiers or lessees, will be held responsible for their visitors and family members behaviour.
- (6) No other areas are allowed to be used to braai.
- (7) Whoever makes uses of the facilities must ensure that it is in a clean and tidy state when they leave.
- (8) None of the following is permitted in the braai area : -
 - a) Pets;
 - b) Bicycles or motorbikes;
 - c) Fire-arms;
 - d) Consumption of alcohol;
 - e) Glass containers; or
 - f) Ball or Frisbee games.

22. RELAXATION OF RULES

No indulgence or relaxation in the application of these Conduct Rules, shall constitute a waiver or consent, or prevent the enforcement thereof by the Trustees.

23. BINDING NATURE

The stipulations of these rules are of a binding nature and applicable to every **owner, tenant or occupier** with regards to the residency of Strand Close and the communal and **exclusive use** property. It is the duty of the owners to ensure that the rules are obeyed by **their** tenant(s) as well as employees, visitors, friends, guests and family.

It is impossible for the Body Corporate **Conduct** Rules to cover every illegal or unsociable act that may occur at the complex and in such cases the Trustees will consider each case based on the facts available and will use their discretion in reaching a final decision about how a specific violation should be dealt with and if necessary the rules will be amended. If any resident of Strand Close is unsure about the rules, the Trustees may be approached for an explanation.

24. COMMON PROPERTY (GARDEN AREA)

- a) Owners and occupiers of their visitors may not damage the common property, including the trees, shrubs and any form of fittings such as lights, taps, irrigation and equipment. Any person, who damages the common property or such items, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof, failing which the owner of the unit shall be liable to the body corporate for such costs.
- b) No alcohol or alcoholic beverages will be allowed to be consumed on the common property.

25. GENERAL

- a) The body corporate or its agents shall not be liable for any injury or loss which any owner, occupier, visitor or employee may incur directly in or about the common property or in the individual sections.
- b) No business or trade may be conducted on the common property or section.
- c) The body corporate insures all buildings, walls and improvements. Owners and occupiers are responsible for insuring the contents of their sections.