



**LETHABONG VILLAGE 2**

**CONDUCT RULES**

**FOR**

**RES 3 SECTIONAL TITLE SCHEME**

## 1 INTRODUCTION

- 1.1 The Conduct Rules contained herein are the rules prescribed in terms of Section 10(2)(b) of the Sectional Title Schemes Management Act, Number 8 of 2011 (the STSMA) as amended and added to by the Developer in accordance with Regulation 6 of the STSMA.
- 1.2 The Members of the Body Corporate are all Sub-Members of the Association and are bound by its Constitution, Governing Rules, Conduct Rules & Sectional Title Scheme Management Rules.

## 2 DEFINITIONS AND INTERPRETATION

In these Conduct Rules the following words shall, unless the context otherwise indicates, have the meanings hereinafter assigned to them:

- 2.1 **"Association"** means the Lethabong Village Master Homeowners Association, an association not for gain, constituted in terms its Constitution,
- 2.2 **"A & D Guidelines"** means the Architectural and Design Guidelines relating to the design and construction requirements prepared for and applicable to the Village 2, including the Sectional Title Scheme, as contemplated in the Constitution, including the Development Controls.
- 2.3 **"Body Corporate"** means the Body Corporate in respect of the Scheme established in terms of Section 2 of the STSMA;
- 2.4 **"Common Property"** means, in relation to the Scheme, the land included in the Sectional Title Plan, and such parts of a building or buildings that are not included in a Section, on the approved Sectional Title Plan.
- 2.5 **"Constitution"** means the Constitution of Association, approved by the Emfuleni Local Authority.
- 2.6 **"Conduct Rules"** means the Conduct Rules as provided for in this document, approved by the Developer, during the Development Period, and thereafter by the Trustees.

- 2.7 **"Developer"** means Set Square Developments Proprietary Limited, Registration Number: 2013/199166/07, it's successors-in-title or assigns
- 2.8 **"Development Period"** means the Development Period as defined in the Constitution.
- 2.9 **"Directive/s"** means any Directive/s issued pursuant to Conduct Rules 4 below.
- 2.10 **"Exclusive Use Area"** means a part or parts of the Common Property for the exclusive use by the Owner/s of one or more Sections.
- 2.11 **"Levies"** means the Levies payable by the Purchaser to the Association and the Body Corporate.
- 2.12 **"Managing Agent"** means any person or entity who provides scheme management services to a body corporate for reward, whether monetary or otherwise, including any person who is employed to render such services.
- 2.13 **"Management Rules"** means the Management Rules of Body Corporate Section Title Scheme.
- 2.14 **"Owner"** means a registered Owner of any Section in the Scheme.
- 2.15 **"Parking Area"** means the Parking Area comprising the Parking Bays.
- 2.16 **"Residents"** means Owners, lessees, and other lawful occupants of any Section.
- 2.17 **"Scheme"** means the Sectional Title Scheme "Body Corporate Sectional Title within Phase 4.
- 2.18 **"Sectional Plan"** means the Sectional Plan approved by the Surveyor General Office.

- 2.19 "**Section**" means any Section as shown on the Sectional Title Plan, as more fully provided for in the STA, and includes any Exclusive Use Areas linked to such a Section by registration thereof in the Deeds Registry or allocated in terms of the Management Rules.
- 2.20 "**STA**" means the Sectional Titles Act, Act No. 95 of 1986 as amended and including the Regulations promulgated in terms thereof.
- 2.21 "**STSMA**" means the Sectional Titles Schemes Management Act, Act Number 8 of 2011, as amended and including the Regulations promulgated in terms thereof.
- 2.22 "**Sub-Member**" means a Sub-Member as defined in the Constitution and Organogram attached within the Conduct Rules.
- 2.23 "**Trustees**" means the Trustees, from time to time, of the Body Corporate.
- 2.24 "**Village**" means Lethabong Village 2
- 2.25 Words and expressions to which a meaning has been assigned in the Constitution, the Management Rules, Governing Rules, and Conduct Rules and the STSMA shall bear the meaning so assigned to them.
- 2.26 Words importing:
- 2.26.1 the singular number only shall include the plural and the converse shall also apply.
- 2.26.2 the masculine gender shall include the feminine and neuter genders, and the neuter gender shall include the masculine and feminine genders.
- 2.27 Headings to the respective rules are provided for convenience of reference only and are not to be considered in the interpretation of these Conduct Rules.
- 2.28 Reference to natural persons shall include juristic persons, trusts and partnerships and vice versa.

2.29 If there is a conflict between the words and numerals in the interpretation of a rule, the words shall prevail.

2.30 When any number of days is prescribed in these Conduct 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 public holiday.

### **3 AMENDMENTS**

3.1 Subject to the provisions of Section 10 of the STSMA, the Developer may during the Development Period amend, substitute, and repeal any provision of these Conduct Rules, Governing Rules, and Constitution without the consent of the Body Corporates. Any such amendments as contemplated herein will be communicated by the Developer to the Managing Agent.

3.2 The Body Corporate may substitute, amend, repeal, or add to the Conduct Rules subject to and in accordance with the provisions of Section 10 of the STSMA, provided that, during the Development Period, the Conduct Rules may not be substituted, amended, repealed, or added to by the Body Corporate without the written approval of the Developer.

3.3 These Conduct Rules, the provisions of Section 13 of the STSMA, and the provisions of the Management Rules (where applicable) shall be binding on all Owners and Residents of Sections. They shall also be binding upon the Trustees and Managing Agent.

3.4 An Owner must take all reasonable steps to ensure compliance with these Conduct Rules, the provisions of the Management Rules and the STSMA, where applicable, by the Residents, including the employees, contractors, guests, visitors and family members of the Owner or of the Residents.

### **4 DIRECTIVES**

The Trustees may from time-to-time issue Directives in respect of any rule contained in these Conduct Rules, Constitution & Governing Rules read in conjunction with each other (as may be amended from time to time) to provide direction as to the practical application of a rule or to clarify practical aspects in respect of a rule. The Directives imposed by the Trustees shall not be conflicting with any Management Rule or the Constitution and the Trustees have no authority to create new rules through the issuing of such Directives

## **5 ANIMALS, REPTILES AND BIRDS**

- 5.1 Subject to the provisions of Conduct Rule 5.3 below, an Owner or Resident of a Section or shall not be entitled to keep any animal, reptile, bird ("Pet") in a Section or on the Common Property or any Exclusive Use Area(s) without the prior written consent of the Trustees.
- 5.2 An Owner or Resident suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the Trustees' consent to keep that animal in a Section and to accompany it on the Common Property or any Exclusive Use Area(s).
- 5.3 Should consent be granted in terms of Conduct Rule 5.1 above, the Trustees may impose any reasonable conditions and / or Directives to ensure that pets do not cause nuisance of any nature.
- 5.4 The Trustees may withdraw their approval granted in terms of Conduct Rule 5.1 if the Owner or Resident breaches any condition or Directive referred to in Conduct Rule 5.3, and Conduct Rule 5.5, and demand that the Owner or Resident remove the Pet from the Section, the Exclusive Use Areas and/or the Common Property.
- 5.5 When granting consent that an Owner or Resident may keep pets, the following requirements shall apply (without detracting from the Trustee's rights to impose further conditions):
  - 5.5.1 No Pets may be left in a Section unattended for an extended time.
  - 5.5.2 Pets shall only be allowed on the Common Property if controlled on a leash.
  - 5.5.3 All excrement of Pets is to be removed immediately from the Common Property (including Exclusive Use Areas) and disposed of in an appropriate manner.
  - 5.5.4 The Owner or Resident shall accept full responsibility for any injuries or damage to any person or property caused by the Pet.
  - 5.5.5 Any Pet that causes any repeated nuisance, disturbance, inconvenience, or annoyance, may be required to remove such Pet from the Scheme on receipt of written notice from the Trustees requiring removal of the said Pet.
  - 5.5.6 Owners and Residents shall comply with all municipal by-laws as may exist in relation to the ownership or keeping of any domestic Pets.

- 5.6 Upon the breach of, or non-compliance with, the provisions of this Conduct Rule 5 the Owner of the relevant Section may become liable for a penalty or penalties imposed under Conduct Rule 20 notwithstanding any other legal remedies which the Trustees may choose to implement.
- 5.7 In suitable circumstances, the Trustees may apply to the CSOS or a court having jurisdiction for an order or interdict for the removal of a pet from a Section, Exclusive Use Area or the Common Property.

## **6 REFUSE DISPOSAL**

An Owner or Resident of a Section must:

- 6.1 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 directed by the Trustees in writing from time to time considering visibility and practicality.
- 6.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 6.3 for the purposes of having the refuse collected, place such receptacle within the refuse collection area provided and at the times designated by the Trustees.
- 6.4 separate refuse in accordance with recycling criteria provided by the Trustees from time to time and make proper use of recycling facilities.
- 6.5 when the refuse has been collected, promptly return such receptacle to his Section or other area referred to in Conduct Rule 6.1.
- 6.6 An Owner or Resident must ensure that he does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the Owners or Residents of other Sections.
- 6.7 not permit any of his possessions or the possessions of any of his household or any of his visitors or invitees or any refuse or rubbish for the disposal of which he is responsible, to remain in any entrance, passage, staircase or other part of the premises to which residents have common access.

## **7 PARKING AND DRIVING OF VEHICLES**

- 7.1 The Parking Bays assigned to the various Sections must be used for the express purpose of parking motor vehicles and no items of whatsoever nature may be stored, albeit temporarily, within the area on or around a Parking Bay.
- 7.2 An Owner or Resident shall not use his or her Parking Bay/s or permit in such manner or for such purpose as is likely to impair the safety, appearance or amenity of Sections or other parts of the Common Property.
- 7.3 No vehicles shall be washed by using any fire equipment; however, vehicles may be washed in the Parking Bays allocated to an Owner or Resident.
- 7.4 An Owner or Resident shall permit the Body Corporate, and/or other Resident's access to and across his or her or its allocated Parking Bay/s for purposes reasonably required for the maintenance, upkeep and cleaning of the Parking Bay and surrounding areas.
- 7.5 An Owner or Resident shall not permit any heavy-duty vehicles, commercial trucks to park in the allocated Parking Bays or Common Property.
- 7.6 An Owner or Resident shall not dismantle any part of a vehicle or attend to maintenance of any vehicles on allocated Parking Bays and/or the Common Property, provided that such repairs may be affected on the Parking Bay of an Owner with the prior written consent of the Trustees having been obtained and subject to the condition that the consent may not be given for a period longer than 48 (Forty-Eight) hours.
- 7.7 The Body Corporate shall be responsible for maintaining the Parking Bays in a clean, hygienic, neat, and attractive condition. The expenses to be incurred by the Body Corporate in respect of the foregoing, shall be apportioned equally over the total number of Parking Bays and the Trustees of the Body Corporate shall be entitled to recover from the Owners, such equal portions of the expenses as relate to the Parking Bays in respect of which they enjoy the exclusive right of use. For the avoidance of doubt, it is recorded that no Exclusive Use Areas will be registered in favour of any Owner in respect of a Parking Bay, but all Parking Bays will be allocated to an Owner in terms of Section 10(7) the STSMA, as amended.



7.8 The Owners upon whom the rights enjoyment of a Parking Bay/s have been conferred shall not be entitled to erect carports, shade-ports or other structures on the Parking Bay areas.



7.9 Improvements to Parking Bays, shall only be permitted if authorized by special resolution and if applicable to all Parking Bays for uniformity.

7.10 An Owner or Resident shall not park or stand his or her vehicle or may not permit or allow a vehicle to be parked or stood in any other area other than the Parking Area.

7.11 Guests, visitors, employees and contractors of Owners and Residents may park their vehicles on the designated visitors' parking subject to compliance with any reasonable conditions imposed from time to time by the Trustees in their Directives. No vehicles may be parked or driven on the lawns.

7.12 No trucks or any other heavy vehicles may be parked on the Common Property

7.13 No caravans, boats, trailers or similar vehicles may be parked on the Common Property without the prior written consent of the Trustees.

7.14 The Trustees may cause a vehicle, which is parked, standing, or abandoned without the Trustees' consent or in contravention of these Conduct Rules, to be removed or towed away, or its' wheels to be clamped. The Trustees may further determine a reasonable penalty, which is to be paid for the release of a vehicle, to recover the costs of the process.

7.15 Owners and Residents shall ensure that their vehicles, and the vehicles of their guests, visitors, employees, or contractors, do not drip fuel, oil, or brake fluid on to the Common Property or in any other way deface the Common Property. However, should there be any marks or stains on the Common Property consequential to the dripping of fuel, oil, or brake fluid, or otherwise caused by any vehicle, the Owner or Resident responsible shall clean the area at his or her own costs. Should the Owner or Resident fail to clean the 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 or Resident liable for the costs of cleaning and restoration of the area.

7.16 No Owner or Resident shall be permitted to dismantle or do major repairs to any vehicle or service any vehicle on any portion of the Common Property, on an Exclusive Use Area or in a Section. Only emergency repairs to vehicles may be done.

7.17 Vehicles may not exceed a speed of 20 kilometers per hour on any part of the Common Property.



7.18 The parking and driving of vehicles upon the Common Property is subject to the express condition that every vehicle is parked or driven at the owner's 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 of the vehicle, or any person claiming through or under him or her, may suffer in consequence of his or her vehicle having been parked or driven on the Common Property.

7.19 The Trustees may from time-to-time issue further Directives pertaining to this Conduct Rule 7.

## **8 BEHAVIOUR OF OWNERS AND RESIDENTS**

8.1 The Owner or Resident 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.

8.2 The Owner or Resident of a Section must not obstruct the lawful use of the Common Property by any other person.

8.3 The Owner or Resident of a Section must take reasonable steps to ensure that his employees, contractors, guests, visitors, and family members 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.

8.4 All noisy work and especially construction, is limited to weekdays between 08:00 and 17:00, with no work to be undertaken on Saturdays, Sundays or Public Holidays, unless prior written permission is obtained from the Trustees, which may be subject to any reasonable conditions. This Conduct Rule 8.4 will not apply to the Developer during the construction of further phases in the Scheme.

8.5 No Owners or Residents of a Section shall do or permit to be done or persist in doing any act, matter or thing which may cause or tend to cause a nuisance to any other Owner or Resident, including the loud playing of any musical instrument, radios, record players, compact disc players, television sets and videos.

8.6 Social functions are to be limited to a size and noise level having due regard for neighboring



## **9 MAINTENANCE OF SECTIONS**

9.1 Owner must repair and maintain his Section and the pipes, wires, cables and ducts situated in his Section and used in the Section in a state of good repair.

9.2 If despite written demand by the Trustees, an Owner refuses or fails to repair or maintain his Section, the Trustees may without prejudice to the other remedies available to the Body Corporate in law:

9.2.1 in the event of the circumstances specified in the Management Rules 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 need be given to the Member concerned; and/or

9.2.2 apply to the CSOS for an order to compel the Owner to carry out specified repairs.

## **10 DAMAGE, ALTERATIONS, FIXTURES, IMPROVEMENTS, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY**

### **10.1 MINOR ALTERATIONS**

10.1.1 As far as minor alterations are concerned, an Owner or Resident 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.

10.1.2 Notwithstanding Conduct Rule 10.1.1, an Owner or person authorized by the Owner, may install:

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

10.1.2.2 any screen or other device to prevent the entry of animals or insects.

Provided that the Trustees have first given written consent as to the nature and design of the device and the manner of its installation.



10.1.3 An Owner or person authorized by the Owner shall not construct, attach or fix to or on the Common Property or any part of the exterior of buildings any alterations, fixtures, improvements or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, air conditioners, 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 consents.

10.1.4 A request for the Trustees' consent or approval contemplated in these Conduct Rules 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, colors and location of installation of the proposed item.

## 10.2 ALTERATIONS INSIDE SECTIONS

An Owner shall not alter the electrical wiring or plumbing inside his or her Section without the written consent of the Trustees. The Trustees may attach reasonable conditions to their consent. All alterations must be affected by qualified persons and must comply with municipal requirements and standards.

## 10.3 STRUCTURAL ALTERATIONS

10.3.1 For the purposes of this Conduct Rule, a 'structural alteration' to a Section and/or the Common Property means an alteration which is of a permanent nature and which alters the form or structure or essential framework of a building on the inside or outside thereof: In respect of a structural alteration to a Section and/or the Common Property, an Owner shall comply with the applicable provisions of the Constitution, the Management Rules and the following provisions:

10.3.1.1 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.

10.3.1.2 The Trustees may grant provisional consent or refuse such consent with reasons being furnished. Their consent may also be

accompanied by reasonable conditions.



- 10.3.1.3 If the alteration is an extension of a Section, the Owner shall obtain the approval of the Members by Special Resolution in accordance with the Constitution and Management Rules. The Members may impose conditions when granting their consent, including regarding the payment of compensation, if any, to the Body Corporate. From date of completion of construction of the extension the Owner shall be liable to the Body Corporate for an additional Levy as calculated by the Trustees.
- 10.3.1.4 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.
- 10.3.1.5 A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the Trustees.
- 10.3.1.6 If considered necessary, the Trustees may instruct the Owner to canvass the comments of his or her immediate neighbours and submit it to the Trustees for consideration.
- 10.3.1.7 If considered necessary by the Trustees, they may consult an architect, engineer, legal advisor, or other professional consultant, regarding the proposed alterations.
- 10.3.1.8 If the structural alteration involves work to a weight-bearing wall, the Owner must submit a report by an architect or structural engineer to the Trustees, confirming that the proposed work shall not compromise the structural integrity of the building.
- 10.3.1.9 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.
- 10.3.1.10 A deposit as determined from time to time by the Trustees, shall be

payable by the Owner, before work may commence.



10.3.2 The construction of structures or building improvements on Exclusive Use Areas shall be regarded as a structural alteration for the purpose of this Conduct Rule. Owners shall comply with the provisions of this Conduct Rule and with the provisions of the Constitution and Management Rules relating to the construction of structures or building improvements on their Exclusive Use Areas.

#### 10.4 ALL ALTERATIONS

10.4.1 In respect of all work done at the instance of an Owner, the following shall apply:

10.4.1.1 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 into the Scheme, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the Common Property.

10.4.1.2 The alterations, improvements, fixtures, and additions contemplated in this Conduct Rule shall comply with the provisions contained in the A & D Guidelines.

10.4.1.3 All doors, windows and other external fittings must conform in quality and appearance to similar items generally installed elsewhere in the building.

10.4.1.4 The Owner accepts responsibility, and shall be liable to the Body Corporate (or Owners), for any damage caused by him or her, his or her workmen, or contractors, to the Common Property, the Exclusive Use Areas or to other Sections, and indemnifies the Body Corporate against such damage or any claims arising therefrom,

10.4.1.5 The electricity and water 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/Resident.

- 10.4.1.6 Any work done in pursuance of this Conduct Rule and involving noise, must be done on weekdays during the hours 08:00 to 17:00, but not at all on Sundays or proclaimed Public Holidays.
- 10.4.1.7 Any work done in pursuance of this Conduct Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other Residents and must be concluded as expeditiously as possible, within the time frame specified, if any.
- 10.4.1.8 Any deposit payable in terms of this Conduct 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.
- 10.4.1.9 All charges, damages, expenses, and penalties raised against the Owner in terms of this Conduct 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.
- 10.4.1.10 The Owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Conduct Rule.

10.5 Any alteration, improvement, fixture or addition made or installed by an Owner in terms of this Conduct 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 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 Owner's failure and to reasonable cost of doing so from such Owner.

10.6 For the purposes of this Conduct Rule, the Trustees shall have the discretion to decide what constitutes a 'minor alteration', 'alteration inside a Section' or 'structural alteration', subject to directions that may be given or restrictions that may be imposed by Members in GM.

10.7 If an Owner effects any work in contravention of this Conduct Rule, the Trustees may request the Owner to remove the alteration, improvement, fixture, or addition and to restore the Common Property 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 affect 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.

10.8 Owners and Residents shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the Common Property. Landings, staircases and passages must always be kept clear.

## **11 APPEARANCE FROM OUTSIDE**

11.1 An Owner or Resident shall not place, store, or do anything in a Section, on an Exclusive Use Area or on any part of the Common Property, including on balconies, patios, stoeps, and gardens, which in the opinion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the Section.

11.2 No items may be hung over fences, walls, in windows or on any part of the building or the Common Property to be visible to the public or to other Residents.

11.3 Owners and Residents must ensure that their Sections are always provided with adequate curtaining or blinds and within 7 (Seven) days of taking occupation. All linings of curtains, and blinds when viewed from outside, must be acceptable to the Trustees in their discretion.

11.4 No Owner or Resident 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.



## **12 SIGNS AND NOTICES**

- 12.1 The Developer shall be entitled to erect and display such advertising sign/s on the Common Property and any Section as it in its sole discretion may deem fit, during the Development Period.
- 12.2 No Owner or Resident shall place any sign, notice, billboard, or advertisement of any kind whatsoever on any part of the Common Property or of a Section, to be visible from outside the Section, without the written consent of the Trustees first having been obtained. The Trustees may impose any reasonable conditions when granting their consent.
- 12.3 No Owner or Resident may advertise or give notice of any activity taking place within the Scheme, to any person outside of the Scheme. The activity and facilities within the Scheme are for the exclusive use of the Owners and Residents.
- 12.4 The Trustees may remove any unauthorized signs, notices, billboards, or advertisements at the risk and cost of the Owner or Resident concerned.

## **13 LITTERING**

An Owner or Resident of a Section shall not deposit, throw, or permit or allow to be deposited or thrown, on the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## **14 LAUNDRY**

- 14.1 The Owner or Resident shall not, without the consent in writing of the Trustees, erect his own washing lines (other than retractable washing lines installed into the Section, but not on the balcony).
- 14.2 The Trustees may attach reasonable conditions to their consent referred to in Conduct Rule 14.1 above.
- 14.3 Except as provided in Conduct Rule 14.1, Owners and Residents must not hang any washing or laundry or any other items in a Section or on an Exclusive Use Area if the articles are visible from another Section or the Common Property, or from outside the Scheme.

## **15 STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

- 15.1 An Owner or Resident shall not store any inflammable material, or do or permit or allow to be done, any other dangerous act in the buildings or on the Common Property, which will or may cause an increase of the premium payable by the Body Corporate on any insurance policy.
- 15.2 Every Owner and/or Resident must be licensed to possess any firearm(s) which are stored in their Section, and such firearms must be registered with the Body Corporate.
- 15.3 No Owner of Resident may utilize and/or install any power distribution systems or power generating systems, including, but not limited to, generators, solar systems and/or battery systems, in their Section or on the Common Property without the prior written consent of the Trustees and the Association.

## **16 ERADICATION OF PESTS**

- 16.1 The Owner of a Section must keep the Section free of wood-destroying insects, including white ants and borer beetles.
- 16.2 The Resident of a Section must allow the Trustees, the Managing Agent, or their duly authorized 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.
- 16.3 The Body Corporate must recover the costs of the inspection and replacement referred to in Conduct Rule 16.2 from the Owner of the Section.

## **17 GAS INSTALLATION**

- 17.1 On the installation of any Gas in the Section, the Owner and/or Occupier shall furnish the Managing Agent with a Certificate of Conformity issued by an authorized person as defined in the Pressure Equipment Regulations 2009 made by the Minister of Labour under Section 43 of the Occupational Health and Safety Act 85 of 1993, to the effect that the gas installation in the Section conforms to the required health and safety standards. This Certificate should certify that the installation has been properly installed / inspected and is leak free.

17.2 Such certificate must be issued by an authorized person who is registered through the Liquefied Petroleum Gas Safety Association of Southern Africa (LPGSASA).

17.3 Regarding the gas installation:

17.3.1 Only a registered LP gas installer may work on a gas system. Every installation must be signed off by an installer with a valid certificate.

17.3.2 Copper pipes must be greater than class 1 or 0.7mm wall thickness (copper used for water is class 0) and any copper pipe passing through or embedded in a wall, cement or ground must be protected with a protective sleeve.

17.3.3 Rubber flexible hose or reinforced “orange” hose connecting appliances cannot be longer than 2m and the hose may not have any joints and it cannot pass through any walls or partitions including wood, dry wall or any cupboard walls etc.

17.4 No gas cylinder exceeding the capacity of 9kg shall be installed in any Section

## **18 LETTING AND OCCUPANCY OF RESIDENTIAL SECTIONS**

18.1 An owner of a Section may only reside or let the Section for residential purposes.

18.2 An Owner may let or part with occupation of his Section provided:

18.2.1 that no such letting and/or parting with occupation shall in any way release the Owner from any of his obligations to the Body Corporate, in terms of these Conduct Rules or in terms of the Management Rules made in terms of the STA.

18.2.2 that as a condition precedent to any such letting and/or parting with occupation, the Owner shall secure from the lessee or the person to whom occupation is given an undertaking in favour of the Body Corporate that such lessee or person shall duly observe all these regulations and conditions as are contained in the Management and Conduct Rules and in the STA. Such an undertaking shall be in terms as the Trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such lessee or person being given occupation of the section.

- 18.2.3 an Owner shall furnish their tenant with a copy of these Conduct Rules which shall be attached to the respective lease agreement as an annexure.
- 18.2.4 to retain the nature of the Scheme, short-term holiday letting shall be permitted, provided that the Owner adheres to the Body Corporate's directions pertaining to short-term letting from time to time. The Trustees shall in their sole discretion have the right to restrict any short-term letting and or to impose any additional security protocols to be observed in respect thereof for the cost of the Owners offering their Sections for short-term letting should same be deemed necessary.
- 18.2.5 that upon moving into the Section, the tenant's furniture is to be moved through the entrance gate to the parking and not through the main entrance of the building. Furniture should be carried on a carrying device and should not be dragged along the corridors on the Common Property.
- 18.3 The maximum number of permanent residents in a Section at any one time may not exceed 2 (Two) persons per bedroom, calculated by reference to the number of bedrooms only and excluding the lounges and other areas.
- 18.4 In terms of the STA, Owners/Residents may not exchange accommodation on a part time basis for accommodation elsewhere or cede occupancy for cash or kind on a part time basis, or create, or have any time-sharing scheme in respect of their Section.
- 18.5 Notwithstanding anything to the contrary contained in any lease agreement, the Owner of a Section shall, as far as the Trustees are concerned, be liable for:
- 18.5.1 All electricity charges in respect of the Section for which meters have been installed by the Emfuleni Local Municipality Electrical Department.
- 18.5.2 All hot water solar systems with thermostats metered by the meter to be installed by Emfuleni Local Municipality Water & Sanitation Department in respect of the Section for which have been installed by the Developer, this relates to only the Solar System installed by the Developer.
- 18.5.3 All cold & hot water and sewerage charges in respect of the Section for which meters have been installed by the Emfuleni Local Municipality Water and Sanitation Department.

- 18.5.4 All chilled water charges in respect of Commercial Sections for which chilled water meters have been installed on the air-conditioning system
- 18.5.5 All fines imposed by the Trustees in terms of these Conduct Rules on the Owner and Resident of a Section.
- 18.6 Within 7 (Seven) days of entering into a lease agreement in respect of a Section, the Owner shall notify the Managing Agent of:
  - 18.6.1 The full names, address, email address and telephone number of the Tenant, Resident and other Occupiers of the Section.
  - 18.6.2 The duration of the lease.
  - 18.6.3 The number of persons who will occupy the Section.
  - 18.6.4 The names of any Tenants and or their employees who may be in possession of an access disc.

## **19 ACTIVITIES ON THE COMMON PROPERTY**

- 19.1 No business or trade may be conducted in a Section, Exclusive Use Area or on any part of the Common Property without the written consent of all Owners as contemplated in Section 13(1)(g) of the STSMA and subject to compliance with such reasonable conditions imposed by the Trustees.
- 19.2 Except for the auction of a Section, no auctions or similar sales or exhibitions may be held in Sections or on the Common Property, without the written consent of the Trustees.
- 19.3 No skateboards, roller skates, roller blades, quadbikes', carts, scooters, motorbikes may be used on the Common Property.
- 19.4 The Common Property may not be used as playgrounds by children.
- 19.5 No ball games may be played on the Common Property, except on such area specifically designated by the Trustees in their Directives in Phase 4 Sports field allocated ,
- 19.6 No advertisements or marketing or publicity material of any form or nature may be distributed or exhibited nor is any canvassing permitted in the Scheme without the prior approval of the Trustees.

19.7 No smoking will be allowed on the Common Property or under any roof. Smoking is allowed by and Owner or Resident on the balcony of his Section.

## **20 IMPOSITION OF PENALTIES**

20.1 If the conduct of an Owner or Resident or his employees, contractors, guests, visitors and family members constitutes a nuisance in the opinion of the Trustees, or if any such person contravenes, breaches, disobeys or disregards a Management- or Conduct Rule or a provision of the Constitution or the STSMA, the Trustees may furnish the Owner and where applicable, the Resident, with a written notice which may, in the discretion of the Trustees, be delivered by hand, by email, or by registered post to the service address of the Owner and where applicable, the Resident. In the notice, the conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the transgressor must be warned that if he persists in such conduct or contravention, a fine will be imposed on him.

20.2 If the Owner or Resident nevertheless persists in the conduct or in the contravention of the Rule or continues to allow the conduct or contravention in question, the Trustees may impose a fine on the transgressor.

20.3 Any fine imposed in terms of Conduct Rule 20.2, may if it is not paid by the transgressor (whether Owner or Resident) within 14 (Fourteen) days after he has been notified of the imposition of the fine, be recovered by the Trustees from the Owner. Owners are advised to negotiate appropriate indemnities or recoupment mechanisms in their agreements with their Residents. Under no circumstances will the Body Corporate or Managing Agent become embroiled in disputes between Owners and Residents in this regard.

20.4 The Body Corporate may, at a GM, from time to time determine the amounts of the initial and subsequent penalties to be imposed for the contravention of the Management- and Conduct Rules.

## **21 INTERNAL DISPUTE RESOLUTION MEETING**

21.1 In the event of any dispute arising between an Owner and another Owner, or between an Owner and a Resident, or between an Owner or Resident and the Body Corporate and/or the Managing Agent, the parties to the dispute must engage each other in good faith with a view to resolving the dispute. The parties to the dispute may engage telephonically, and/or in writing and/or schedule a meeting between them.

21.2 To notify the Body Corporate and any person against whom a complaint is made of the dispute and for the purposes of holding an internal dispute resolution meeting, the complainant must deliver a signed and completed complaint form to the Body Corporate, per the form prescribed from time to time in terms of the Regulations promulgated under the STSMA. The Trustees must record their decision and the outcome of any internal dispute resolution meeting in the complaint form.

## **22 SECURITY, SAFETY AND RISK**

22.1 Owners and Residents must at all times ensure that the security and safety of other Residents and their property are preserved, and must:

22.1.1 inform the Managing Agent of their arrangements for all intended temporary absences from the Scheme.

22.1.2 ensure that upon entering or leaving the Scheme or buildings comprising the Scheme, the relevant entrance- or exit gate is properly closed.

22.1.3 ensure that such entrance gate or exit gate is never opened for unknown or uninvited persons.

22.1.4 comply with any security measures and Directives imposed from time to time by the Trustees.

22.2 All persons on the Common Property or using any of the facilities are there and do so entirely at their own risk. No person shall have any claim against the Body Corporate, the Developer or the Association of whatsoever nature arising from such use, nor for anything which may befall any person during such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate, the Developer and the Association shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her Section directly or indirectly, in or about the Common Property, the facilities or in the individual Sections on Exclusive Use Areas nor for any act done or for any neglect on the part of the Body Corporate and the Association or any of their employees, agents or contractors.

22.3 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.

22.4 No burglar alarms may be installed in any Section, Exclusive Use Area or on the Common Property without the prior consent of the Trustees in writing who may impose reasonable conditions.

## **23 EMPLOYEES**

23.1 Owners and Residents may not interfere with employees of the Body Corporate and/or the Managing Agent in the performance of their duties as allocated to them by the Trustees or Managing Agent but must give their full co-operation to such employees.

23.2 Owners and Residents are responsible for the conduct of their own employees on the Common Property and shall ensure that they:

23.2.1 do not loiter on the Common Property.

23.2.2 do not cause a nuisance on the Common Property.

23.2.3 do not receive guests on the Common Property.

23.2.4 comply with the security measures and Directives imposed from time to time by the Trustees.

23.3 Owners and Residents and their domestic employees shall at always comply with any security measures and Directives imposed from time to time by the Trustees.

## **24 VISITORS**

24.1 Owners or Residents shall always remain responsible for the conduct of their visitors and shall ensure that they adhere to these Conduct Rules.

24.2 Visitors must be accompanied by an Owner or Resident when in or on the Common Property.

24.3 Owners and Residents shall ensure that visitors who are visiting them are properly supervised so that no damage is caused to the Common Property and no nuisance caused to other Residents.

## **25 RELAXATION OF RULES**

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.