



CONDUCT RULES

EAST END BODY CORPORATE NO. SS 220/2007

These conduct rules have been made in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act 8 of 2011, and will substitute the prescribed rules contained in Annexure 2 to the Regulations made under the Sectional Titles Schemes Management Act 8 of 2011.

Index:

Index:	1
Preliminary	2
Binding nature of rules	2
Interpretation	2
Keeping of animals, reptiles and birds	3
Refuse and waste disposal	3
Littering	4
Vehicles	4
Damage, alterations or additions to the common property	4
Appearance of section and exclusive use area	5
Laundry	5
Air conditioning units, satellite dishes, extractor fans, carports and awnings	5
Signs and notices	6
Fire regulations	8
Storage of flammable materials	8
Electricity usage	8
Behaviour of owners, occupiers and visitors in sections and on common property	8
Eradication of pests	9
Security	9
Levies	9

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Letting of units	10
Usage of sections and common property	10
Imposition of penalties	11
Renovations and alterations	12
Annexure A: alterations and renovations rule	12
Certificate	17

Preliminary

The body corporate may only substitute, amend, repeal, or add to the conduct rules subject to and in accordance with section 10 of the Sectional Titles Act 8 of 2011.

Binding nature of rules

The conduct rules bind the body corporate and the owners of the sections and any person occupying a section.

A member must take all reasonable steps to ensure compliance with the conduct rules in force in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act 8 of 2011 by any tenant or other occupant of any section or exclusive use area, including the member's employees, tenants, guests, visitors and family members.

Interpretation

In the interpretation of these rules, unless the context otherwise indicates -

- a) "STA" means the Sectional Titles Act 95 of 1986, as amended from time to time and any regulations made and in force thereunder.
- b) "STSMA" means the Sectional Titles Schemes Management Act 8 of 2011, as amended from time to time and any regulations made and in force thereunder.
- c) "CSOSA" means the Community Schemes Ombud Service Act 9 of 2011, as amended from time to time and any regulations made and in force thereunder.
- d) The words used shall bear the meanings assigned to them in the STA and STSMA, if not defined in these rules.
- e) Words importing
 - i) The singular number shall include the plural, and the converse shall also apply;



- ii) The masculine gender shall include the feminine and neuter genders and the neuter genders shall include the masculine and feminine genders.
- f) The headings to the respective rules are provided for convenience of reference only, and are not to be taken into account in the interpretation of the rules.
- g) "Member" means owner of the body corporate.
- h) "Owner" shall be deemed to include tenant and/or occupier from time to time.

1. Keeping of animals, reptiles and birds

- 1) The owner or occupier of a section must not, without the trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a section or on the common property.
- 2) An owner or occupier 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.
- 3) The trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a section or on the common property including, but not limited to
 - a) the animal, reptile or bird being kept on a leash on common property;
 - b) the animal, reptile or bird may not cause any form of nuisance to other owners or occupiers;
 - c) the animal, reptile or bird may not be left alone for long periods of time;
 - d) the animal, reptile or bird may not foul the common property.
- 4) The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3).

2. Refuse and waste disposal

- 1) The owner or occupier of a section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 2) The owner or occupier of a section must not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.
- 3) Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the trustees for the purpose.
- 4) The owner or occupier of a section must ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.



- 5) The owner or occupier of a section must move the refuse receptacle to places designated by the trustees for collection purposes at the times designated by the trustees and promptly retrieve it from these places.
- 6) Owners and occupiers who operate food manufacturing business from the scheme must organise for an external waste removal service for the disposal of wet and/or food waste such that the waste does not adversely affect the health, hygiene or comfort of the owners or occupiers of other sections within the scheme.

3. Littering

- 1) 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 other litter whatsoever.

4. Vehicles

- 1) The owner or occupier of a section must not, except in a case of emergency, without the prior written consent of the trustees, park a vehicle (including but not limited to boats, trailers, caravans, plant or machinery of whatever description), or allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property or on any designated parking or loading bay other than a parking bay allocated to that section or a parking bay allocated for visitors' parking.
- 2) A consent under sub-rule (1) must state the period for which it is given.
- 3) The trustees may cause to be removed or towed away, OR ITS WHEELS TO BE CLAMPED, at the risk and expense of the owner of the vehicle, any vehicle, boat caravan, trailer, plant or machinery, parked, standing or abandoned on the common property or on any designated parking or loading bay without the trustees' consent.
- 4) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any way deface the common property.
- 5) No owner or occupier shall carry out or permit the carrying out of any repairs, maintenance or improvements to any vehicle, plant or machinery on the common property or on any designated parking or loading bay without the prior written consent of the trustees. A vehicle in need of repair, which is not mobile nor capable of being driven under its own power or is in a bad state of repair, shall not be parked or stood on the common property or any designated parking or loading bay for a period exceeding twenty four (24) hours.

5. Damage, alterations or additions to the common property



- 1) The owner or occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 2) An owner or occupier of a section must be considered to have the trustees' consent to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees.
- 3) The owner or occupier of a section must keep a device installed under sub-rule (2) in good order and repair.
- 4) No owner, occupier or his guest shall cause or permit any act which might result in damage to or disfigurement of any section or common property or any part of the building.

6. Appearance of section and exclusive use area

- 1) The owner or occupier of a section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the section or the common property.
- 2) The owner or occupier of a section shall not place or do anything on any part of the common property, including balconies, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

7. Laundry

- 1) The owner or occupier of a section must not, without the trustees' prior written consent, hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme.

8. Air conditioning units, satellite dishes, extractor fans, carports and awnings

- 1) Air conditioning units may only be installed inside the section. No owner or occupier shall place or allow to be placed on any part of the common property any air conditioning equipment or apparatus, television aerial or satellite dish or equipment, extractors, cooker hoods, whirly birds or the like which requires attachment to the outer structure of the building, except with the prior written consent of the trustees.



- 2) Owners and occupiers who operate food manufacturing business from the scheme must install grease traps, extractors and cooking hoods, and have them serviced regularly to satisfy insurance and local municipal/authority requirements and by-laws.
- 3) The trustees, who give such consent may, in their absolute discretion, impose such conditions as to the method of installation, type, specification, position, colour and removal thereof.
- 4) The owner or occupier of a section must keep a device installed under this rule in good working order and repair.
- 5) The owner or occupier of a section will be responsible for the maintenance and repair (which could include replacement) all pipes, wires cable and ducts that service the devices installed under this rule, notwithstanding the fact that such pipe, wire, cable or duct may be located on common property.
- 6) The owner or occupier of a section to which such device has been installed will be responsible for the cost of any maintenance, repair or damage caused by the installation to the common property or to other sections. Carports and awnings may not be fixed to any part of the building, or on any part of the common property, or erected on or over any parking bay without first obtaining the written consent of the trustees.

9. Signs and notices

- 1) The owner or occupier of a section must not, without the trustees' prior written consent, place or display a sign, notice, billboard or advertisement of any kind whatsoever if the article is visible from another section or the common property, or from outside the scheme.
- 2) The owner or occupier of a section, used for industrial or commercial purposes, may place or display a sign on the common property subject to the following conditions:
 - a) Signage will be allowed to be positioned on the front elevation of the building as well as above the door.
 - b) Signage to be in aluminum frames (non-corrosive) or laser cut letters/logo and affixed to the building with non-corrosive screws.
 - c) Signage must not be painted on the outside of the building, windows or balcony railings.
 - d) Parking may be demarcated with a sign no larger than a standard number plate indicating the name of the company to which it belongs to be fixed to the kerb or where possible to the wall or fence.
 - e) The following measurements apply: (to be confirmed for each Park)
 - i) Signage shall be a maximum of 2 meters in width and 1.2 meters in height, positioned on the front elevation of the building in the position as indicated in the pictures below (as shown on picture 1).
 - ii) Entrance: maximum of 1080mm in width and 280mm in height (as shown on picture 2).



- 3) The prior written consent of the trustees must be obtained should any owner or occupier wish to deviate from the signage policy.
- 4) The owner or occupier shall be responsible for the cost of repair, re-painting or for any damage caused due to the incorrect placement and the removal of signage to the outside of the building.



10. Fire regulations

- 1) The owner of a section shall ensure that the applicable fire regulations have been complied with, with regard to any occupancy and floor size of a section.
- 2) Fire equipment must be serviced annually.
- 3) The owner of a section shall submit a certificate confirming the inspection and servicing of all fire equipment located within a section to the trustees when so requested.

11. Storage of flammable materials

- 1) An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy. The trustees shall have the right to collect the increased premium payable from the owner of a section should the need arise.
- 2) Subject to sub-rule (3), the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property.
- 3) This rule does not apply to the storage of fuel or gas in
 - a) the fuel tank of a vehicle, boat, generator or engine; or
 - b) a fuel tank or gas cylinder kept for domestic purposes.

12. Electricity usage

- 1) No owner or occupier of a section may upgrade to three (3) phase electrical supply or upgrade the maximum capacity of the breakers installed at the main circuit board without the prior written consent of the trustees.
- 2) Applications will be assessed, and a maximum quota will be allocated to the unit, based on what is available to the scheme, as determined by the trustees.

13. Behavior of owners, occupiers and visitors in sections and on common property

- 1) The owner, occupier or visitor 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.
- 2) The owner, occupier or visitor of a section must not obstruct the lawful use of the common property by any other person.



- 3) The owner or occupier of a section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 4) The owner or occupier of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

14. Eradication of pests

- 1) The owner of a section must keep the section free of wood-destroying insects, including white ants and borer beetles.
- 2) The owner or occupier 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.
- 3) The body corporate must recover the costs of the inspection, eradication and replacement referred to in sub-rule (2) from the owner of the section concerned.

15. Security

- 1) Owners, occupiers and their visitors and invitees must at all times ensure that the security and safety of all owners, occupiers and their property are preserved and protected, and in particular must:
 - a) ensure that upon entering or leaving, all security doors and gates are properly closed; and
 - b) that such doors and gates are never opened for persons other than those visiting the owner or occupier, known to occupy a section or employed by the body corporate.
- 2) Unauthorized traders, hawkers or others found causing a nuisance on the premises should be reported to the trustees.
- 3) Trustees may from time to time issue guidelines for the proper compliance with this rule.

16. Levies

- 1) Levies must be paid by the first day of each month.
- 2) Levies are payable in advance.
- 3) If a levy account remains in arrears the account must be handed to an attorney as appointed by the trustees for collection thereof.
- 4) Debt Collection fees as prescribed by the Debt Collectors Act 114 of 1998 are applicable.



- 5) The trustees of the body corporate may recover arrear levies by an application to the Community Schemes Ombud Service.
- 6) The trustees can charge interest on any overdue amount payable by an member to the body corporate; provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act 34 of 2005, compounded monthly in arrear as permitted by management rule 21(3)(c) contained in Annexure 1 to the Regulations made under the STSMA.

17. Letting of units

- 1) An owner must notify the body corporate of any change of occupancy in the section.
- 2) An owner must notify the body corporate of the contact details of the letting agent and/or tenant.
- 3) An owner must take reasonable steps to satisfy him or herself as to the suitability of the prospective tenant.
- 4) An owner who wishes to let his section or allow any change in the occupation thereof, shall prior to so doing, be obliged to add a condition to the lease agreement a condition that the tenant will comply fully with these rules for the period of such lease or occupation, and these rules must be attached to the lease
- 5) All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease and/or any grant of rights of occupancy.
- 6) The rules and the duties of owners in relation to the use and occupation of sections and common property are binding on owners, their lessees and other occupants of sections, and it is the duty of an owner to ensure that his or her tenants and other occupiers, including employees, guests and their family members, comply with the rules.
- 7) None of the sections in the scheme may be used for residential purposes. Owners and occupiers must not reside or sleep in the sections overnight.

18. Usage of sections and common property

- 1) An owner or occupier shall not keep or do anything on the common property after notice in writing in that regard from the trustees.
- 2) An owner or occupier shall not store or leave or allow to be stored or left any article or thing in any part of the common property, except with the written consent of the trustees first having been had and obtained.
- 3) An owner or occupier shall not erect any tent or other structure or alter or remove any shrub, tree or plant on or in the common property without the written consent of the trustees first having been had and obtained.



- 4) No owner or occupier shall use or allow any section or part of the common property, without the prior written consent of the trustees, to be utilized for:
 - a) panel beating, spray-painting, mechanical repairs to vehicles, engines or heavy machinery.
 - b) No owner or occupier shall use any section allow a section to be utilized for any work that entails heavy engineering that cause loud noise and cause structural vibration
 - c) No owner or occupier shall use any section allow a section to be utilized for welding, unless the welding equipment does not exceed the electrical capacity of the unit.
- 2) The owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other owner or occupant, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other owner or occupant.
- 3) The use of radio and television sets, gramophones, recording equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.
- 4) The owner shall at all times maintain his section in good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows located within the section.

19. Imposition of penalties

- 1) If the conduct of an owner or an occupier of a section or his or her visitors in the opinion of the trustees constitutes a:
 - a. nuisance; or
 - b. breach of any duty of the owner under the STA or STSMA; or
 - c. breach of any of the duties of owners and occupiers of sections contained in prescribed management rules, or
 - d. breach of any of the scheme's conduct rules;

the trustees may furnish the owner or occupier 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 described or the provision that has allegedly been contravened must be clearly indicated, and the recipient 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.
- 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 or occupier at

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least 7 days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as he or she is permitted by the chairperson, he or she may not participate in the conduct of the meeting.

- 4) After the owner or occupier has been given the opportunity to present his or her case, and if 75% (seventy five percent) of the trustees present at the meeting agree that a provision of the scheme rules or the Act has been breached, the trustees may by majority decision impose on the offender a fine of R1000.00 for the first offence, a fine of R1000.00 for every identical offence thereafter and a fine of R1000.00 per additional day for an ongoing offence. The monetary amounts of the fines in terms of this rule shall, at the request of any owner, be reviewed at any annual general meeting and may be amended by majority vote.
- 5) A trustee shall not be entitled to participate at the meeting referred to in sub-rule 4 in that capacity if she or he or any person who occupies the section which she or he owns or represents is the alleged offender.
- 6) Any fine imposed in terms of sub-rule 4 may, if it is not paid by the offender within 14 days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of section 3(1) of the STSMA and claimed by the trustees as part of the monthly instalments payable by the owner together with interest at the rate determined by the trustees for overdue levies.”

20) Renovations and alterations

- 1) No alterations, renovations, extensions or additions to a section, an exclusive-use area or to the common property shall be carried out without the owner of the section first obtaining the necessary written consent from either the trustees or the members of the body corporate as dictated by the STA, STSMA, management or conduct rules.
- 2) An owner shall not make any alterations to his section, exclusive use area or common property, which affects the appearance of the building in any way whatsoever without the written approval of the trustees.
- 3) An owner shall not make any alterations to his section, exclusive use area or common property which are likely to impair the stability of the building or the amenity of other sections of the common property.
- 4) Written application for alterations, renovations, extensions or additions shall be submitted on the relevant document attached as Annexure A to these rules.

Annexure A: alterations and renovations rule

The page below must be completed and signed by the owner of the section concerned and returned to the trustees along with any other documentation.



APPLICATION TO CARRY OUT ALTERATIONS AND/OR RENOVATIONS

I/We the undersigned hereby make application to the trustees of the body corporate to carry out alterations/renovations as described by me/us below and I/we undertake to comply with the Conditions set out hereinafter.

NAME (Owner/Applicant) **ID NO**

SECTION NO **TEL NO**

CONTACT PERSON **TEL NO**

CONTRACTOR'S NAME, ADDRESS AND TEL NO.....

DESCRIPTION OF ALTERATIONS/RENOVATIONS AND DIAGRAM/PLAN (Attach a separate sheet if space below is inadequate.)

VISUAL IMPACT (If any change proposed will be visible from the exterior of the section give details here; if not state "none". Attach a separate sheet if space below is inadequate.)

WORK PERIOD (State how long it will take to complete the work)

DATE OF COMMENCEMENT (State when you wish to commence work)

I/We hereby accept the Conditions and make application accordingly.

DATE

OWNER/APPLICANT

COMMENCEMENT CERTIFICATE

We, the trustees, hereby authorise you to commence with the alterations/renovations as detailed in the foregoing application document and attached sketches/plans.

Ref No and signed at on this day of

TRUSTEE

TRUSTEE



CONDITIONS

PLEASE NOTE: Read these conditions carefully and retain for your own reference.

The conditions set out herein are made in the interests of all who have invested and/or work in the scheme. Applicants must appreciate that their proposed activities may affect others in the building and it is most important firstly that any detrimental impact is kept to an absolute minimum and secondly that once started the work is completed expeditiously within the work period applied for. It is the function of the trustees to ensure that all applicants/owners act with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the building. The trustees are not qualified to provide definitive legal advice. Where appropriate, the trustees will obtain professional advice from suitably qualified professional experts at the expense of the applicant owner.

These conditions have been framed accordingly. It is the duty of the trustees to see that they are adhered to. Your compliance is earnestly requested.

1. The following broad definitions apply:

(a) **Alterations** shall mean any work involving structural alterations or additions (including additions of mezzanines) to a section or unit including the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which affects the exterior appearance of a section or unit.

(b) **Renovations** shall mean any internal redecoration excluding painting or refurbishment of the interior of a unit or section including the replacement, removal or creation of internal fittings.

The trustees shall be the sole and final judges as to whether the work proposed constitutes "Alterations" or "Renovations" as referred to herein.

2. The procedure for obtaining approval is as follows: -

(a) **ALTERATIONS:** Where alterations as defined above are involved:

- Submit this application with a sketch plan of the proposed alterations to the trustees to obtain their agreement in principle.
- After approval in principle by the trustees has been obtained it is the responsibility of the owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Municipality.
- A copy of the plans as approved by the Municipality must be submitted to the trustees, alternatively the trustees must be supplied with evidence satisfactory to them that Council approval is not required.
- If the trustees consider it necessary they shall be entitled at the cost of the applicant to seek the advice of an architect, engineer or other professionals as to the acceptability of the proposals.



(b) **RENOVATIONS:** Where only renovations as defined above are proposed this application need only be submitted to the trustees.

3. Written confirmation that the work may proceed will be conveyed to the applicant by the trustees, with whom dates for the commencement and completion of the work shall be arranged. The trustees will also provide the applicant with information concerning access and the maintenance of security at the building (a most important requirement).

4. No work may start without the written consent of the trustees as mentioned above and the deposit mentioned below has been paid to the trustees.

5. Care must be taken not to disrupt or break any bulk service lines and trustees must be informed immediately if such disruption or breaks occur. Particular care must be taken with the fibre cabling /wiring and telephones as any damage caused in the section can break the circuit and disrupt the services to other sections. The owner accepts responsibility for any damage caused by him/her or his/her contractors to common property or to other units/sections in the building and indemnifies other owners against such damage. This includes damage to the movable contents of adjoining units, which can be attributed to the effects of the work being carried out.

6. Work carried out by owners must comply with the National Building Regulations and Building Standards Act No 103 Of 1977.

7. When planning any Changes it is the owner's responsibility to find out whether or not permission from the City Council is required. In most cases any approval by the body corporate or trustees will be conditional on such approval being obtained before work can commence.

8. Work may be carried out over weekends and public holidays. Work must not be done during normal working hours, i.e. 8:30 to 17:00.

9. Demolition work shall be completed within one working week (5 days) of commencement date, and the entire alteration shall be completed within 2 (two) calendar months. Should additional time be required, application to this effect shall be made to the trustees for consideration. No demolition, hammering, drilling, sawing or use of power tools or other disturbing noise producing activities may be carried out in such a manner as to cause a disturbance to other section owners. No demolition, hammering, drilling, sawing or use of power tools or other disturbing noise-producing activities must may be undertaken on Saturdays and Sundays or after 17:00 on weekdays Jackhammers may only be used during demolition work where no other method is possible. Only 1 (one) jackhammer may be used at any given time.

10. Proper supervision, particularly during the demolition stage, is essential. Furthermore, the owner or his representative must be available at all times during the alterations should it be necessary for the supervisor or a trustee to make contact in the event of an emergency or any problem experienced. In the interest of all parties concerned, therefore, the owner shall provide the trustees with a key for access to the section so that in the event of flooding for example, damage could possibly be minimised.

11. Cement or similar product may not be mixed on the tarmac or any portion of the common



property. Building material must be stored on site on the section premises at all times and may not be stored on the common property. All refuse (rubble, paint tins, carpets, sand, bricks, old fittings, etc) to be kept on the premises of the section and removed offsite daily. To remove building rubble or heavy building materials it must be packed into secure rubble bags and removed from the scheme. Alternatively a skip acceptable to the Municipality and to the owners or tenants of units/sections affected thereby, is to be used. All air vents in the section must be sealed for the duration of the alterations or renovations so as to prevent dust entering other sections.

12. No loose rubble may be left on the grounds of the building overnight. Rubble can however be stored in rubble bags and left in a covered skip situated in the owner's parking bay (if available) for a maximum period of three days.

13. Contractors must be supervised at all times and at no stage should duplicate keys and / or remotes to the complex be given to contractors.

14. Contractors must clean up common property each afternoon before leaving the site, failing which the trustees will instruct the building's cleaners to do so at overtime rates, which shall be for the owner's expense. Contractors may not park their vehicles in front of the units except for loading and unloading. All vehicles should be parked in demarcated parking bays.

15. Body Corporate electricity may not to be used without the written consent of the trustees first being obtained, in which case a charge may be assessed for the electricity consumed, which shall be for the owner's account. Any work necessitating a deviation of the building's electricity or water supplies requires detailed drawings to be submitted to the managing agents.

16. All doors and windows installed must conform in outward appearance with other doors and windows installed in similar positions elsewhere in the scheme. Any construction and / or paintwork as seen from the outside must match up with the rest of the building.

17. The owner indemnifies the body corporate in respect of any damage caused to its common property and agrees to pay the cost of repairing any damage caused to common property resulting from, emanating from, caused by or attributable to the proposed alterations/renovations to his/her flat.

18. A deposit of R10 000,00 (ten thousand hundred Rand) in the case of alterations and R5, 000.00 (two thousand Rand) in the case of renovations or an amount determined at the discretion of the trustees shall be paid before any work commences, from which the costs of rectifying any damage to common property (e.g. floor coverings, woodwork, paintwork, plumbing) and any other charges accruing against the owner shall be deducted.

19. The deposit shall be paid into an interest-bearing account and the interest shall accrue for the owner's account. Cheques must be sent to the trustees or deposits can be made electronically into the body corporate's account with proof of payment being sent to the trustees. Account details can be obtained from the trustees.

20. Any and all charges, expenses and costs accruing against the owner arising from matters contained anywhere in the foregoing conditions shall be payable on demand and shall be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet



the whole of such costs, then any deficit must be paid on demand.

21. The trustees reserve the right to enlist the services of a professional or contractor of their choice to assess any work carried out at any stage of the renovation/alteration so as to ensure the integrity of the building and to report on their findings, the cost of which shall be for the owner carrying out the work.

22. Any balance of the deposit remaining shall be repaid to the owner after completion of the alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit and accrued interest.

23. It is the responsibility of the owner to ensure that their contractors and workmen comply with the above-mentioned rules.

24. The Trustees shall ensure that the work undertaken conforms with that approved by them and that all contractors are abiding by all the aforementioned conditions.

25. Finally, and most importantly, when selling a unit it is incumbent on owners to ensure that the estate agent involved is familiar with the processes raised in this document. The trustees and body corporate cannot be expected to resolve or condone inappropriate expectations arising to during the sales process. In future if disputes arise, the trustees will refer any problems back to the previous owner and the estate agent responsible for the sale.

Certificate

These conduct rules have been adopted by special resolution of the body corporate at the general meeting held on _____.

These conduct rules have been signed by two trustees in terms of prescribed management rule 10(1) contained in Annexure 1 to the Regulations made under the Sectional Titles Schemes Management Act 8 of 2011.

Trustee Signature

Trustee Full Name

Trustee Signature

Trustee Full Name