

CONDUCT RULES

(Section 35(2) (b) of the Sectional Titles Act No 95 of 1986)

**For the Use and Enjoyment of
the Sections and Common Property of**

The Body Corporate of GOLF BEACH

**Sectional Title Scheme
No. SS 321/1995**

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A. APPLICABILITY

- (1) These Rules, the provisions of section 44 of the Sectional Titles Act, No 95 of 1986 and the provisions of Management Rule 68 shall be binding on all owners, lessees or other occupiers of sections and on the Trustees and managing agent (if so contracted).
- (2) It shall be the duty or responsibility of an owner of a section to ensure compliance with these Rules by the lessees or occupiers of his or her section, including the employees, contractors, visitors/guests and any family members (children especially) of the owner, or of his or her lessees or of the occupiers of his or her section. Should a lessee or occupier of a section, or his or her employees, contractors, visitors/guests or any family member or child cause damages to the common property, the owner of the particular section shall be liable to the Body Corporate for the costs of repairs. Similarly, the owner of the particular section shall be liable for any unpaid fines imposed on the lessee or occupier of his or her section, in respect of a contravention of these Rules.

B. INTERPRETATION

- (1) The clause headings are for convenient reference and shall be disregarded in construing these Rules.
- (2) In these Rules, unless the context clearly indicates a contrary intention: -
 - (a) Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986 (the Act), shall bear the meaning that has been assigned to them in the Act; and
 - (b) The singular shall include the plural and vice versa; and
 - (c) A reference to any one gender shall include the other gender; and
 - (d) A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- (3) 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 public holiday.
- (4) Where numbers are expressed in words and numerals in these Rules, the words shall prevail, if there is any conflict between the words and numerals.

C. DIRECTIVES

- (1) The Trustees may from time to time issue Directives in connection with any Conduct Rule, to provide direction as to the practical application of a Rule. The Trustees may therefore, through their Directives, regulate, guide and clarify practical matters pertaining to a Conduct Rule.

- (2) The Directives imposed by the Trustees, shall not be in conflict with any Management- or Conduct Rule and the Trustees are not authorized to create new Conduct Rules through their issuing of Directives.

D. GUIDELINES

- (1) The Trustees may from time to time prepare and revise Guidelines to control all aspects of the design and appearance of the buildings and structures on the premises, including any alterations or additions (structures) referred to in Conduct Rule 4. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of installation required to ensure uniformity of construction of structures referred to in Conduct Rule 4.
- (2) The Guidelines shall, by virtue of these Rules, be binding upon all owners, lessees and occupiers of sections and upon the Trustees.

CONDUCT RULES

Section 35(2)(b) of the Sectional Titles Act No 95 of 1986

1. ANIMALS, INSECTS, REPTILES AND BIRDS (PETS)

- (1) An owner, lessee or occupier of a section shall not, without the consent in writing of the Trustees, which approval may not unreasonably be withheld, keep any animal, insect, reptile or bird (pet) in a section or on the common property. Provided that the Trustees shall not allow more than 2 (two) animals to be kept in a section.
- (2) When granting such approval, the Trustees may prescribe any reasonable conditions and may from time to time prescribe further conditions pertaining to the keeping of such pets.
- (3) Owners, lessees and occupiers of sections shall comply with the following conditions pertaining to the keeping of pets: -
 - (a) Dogs shall only be allowed on the common property if controlled on a leash;
 - (b) Owners, lessees and occupiers must remove their dog's excrement from the common property and suitably discard it;
 - (c) Owners, lessees and occupiers shall ensure that their pets do not cause an unnecessary noise, nuisance or disturbance to other occupiers of sections.
- (4) The Trustees may withdraw their approval in the event of breach of a condition imposed in terms of sub-rule (2) or referred to in sub-rule (3), upon which the owner, lessee or occupier must remove the pet from the section and the common property.
- (5) In suitable circumstances, the Trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section, and the relevant owner, lessee or occupier shall be liable for such costs.

- (6) Upon the breach of, or non-compliance with, the provisions of this Rule, the relevant owner, lessee or occupier may become liable for a penalty imposed under Rule 20.

2. REFUSE DISPOSAL

- (1) An owner, lessee or occupier of a section shall: -
- (a) maintain in a hygienic and dry condition, a receptacle for refuse (a refuse container) within his or her section, exclusive use area, or on such part of the common property as may be authorised by the Trustees in their Directives imposed in terms of sub-rule (f);
 - (b) ensure that before refuse is placed in a refuse container on any such area, it is securely wrapped in suitable, strong plastic bags (black refuse bags), which refuse bags are properly sealed before being placed into a refuse container;
 - (c) ensure in case of tins or other containers, that they are completely drained, before being deposited into a refuse bag;
 - (d) for the purpose of having their refuse collected, place such refuse container within the area and at the times designated by the Trustees in their Directives imposed in terms of subrule (f);
 - (e) when the refuse has been collected promptly return the refuse container, if any, to his or her section or other area referred to in sub-rule (a);
 - (f) comply with any Directives imposed by the Trustees from time to time regarding the disposal of refuse.
- (2) No owner, lessee or occupier of a section shall allow any part of his or her section to become unsanitary, accumulated with rubbish, a danger to health or otherwise dirty or untidy.
- (3) An owner, lessee or occupier of a section shall ensure that the water closets and lavatories shall not be used for any purpose other than for those for which it was constructed. No cooking oils or fats may be disposed of in the kitchen sink, drains and toilets and items such as paper towels, sanitary towels and nappies, may not be flushed down the sewerage system. An owner, lessee or occupier of a section shall be liable to pay the costs involved in the clearing of all blockages in waste pipes and the sewerage system, caused by his or her misuse of the water closets and lavatories in his section.

3. PARKING AND DRIVING OF VEHICLES

- (1) An owner, lessee or occupier of a section shall park or stand his or her vehicle (motorcar, motorcycle or bakkie), or permit or allow such a vehicle to be parked or stood upon the exclusive use area (garage or parking bay) allocated to the section he or she owns or occupies.
- (2) No caravan, trailer, boat, truck or any other vehicle may be parked on an exclusive use area (garage or parking bay) or on any other part of the common property without the consent of the Trustees in writing.

- (3) Visitor's parking bays on the common property are to be used exclusively by employees, contractors or visitors/guests of owners, lessees or occupiers, subject to compliance with any reasonable conditions imposed from time to time by the Trustees.
- (4) No person shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, contrary to these Rules without the consent of the Trustees in writing.
- (5) The parking of vehicles upon the common property is subject to the express condition that every vehicle is parked 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, or any person claiming through or under him or her, may suffer in consequence of his or her vehicle having been parked on the common property.
- (6) The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the Trustees' consent or in contravention of these Rules.
- (7) The main purposes for which garages are to be used, is for the parking of vehicles. No garage may be used solely for the purposes of storage of furniture or other items.
- (8) Owners, lessees and occupiers of sections shall ensure that their vehicles, and the vehicles of their employees, contractors or visitors/guests, do not drip diesel, oil or brake fluid on to the common property or in any other way deface the common property.
- (9) No owner, lessee or occupier shall be permitted to dismantle or effect major repairs to any vehicle or service any vehicle on any portion of the common property.
- (10) Owners, lessees and occupiers of sections shall keep to a reasonable speed limit when driving their vehicles on the common property, keeping proper lookout for pedestrians and other vehicles.
- (11) No owner, lessee or occupier may cause an unreasonable noise or nuisance when driving a vehicle on the common property and no loud music may emanate from any vehicle on the premises.
- (12) Notwithstanding the provisions of sub-rule (6), an owner, lessee or occupier who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms thereof, may be subjected to the imposition of a penalty or penalties in terms of Rule 20.

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

GENERAL

- (1) It is recorded that the exterior of sections, including windows and doors, are part of the common property and that as such, (save as provided in the Act, the Management Rules and these Rules), no owner, lessee or occupier may alter, damage, improve or add thereto in any manner.

MINOR ALTERATIONS

- (2) 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.
- (3) Notwithstanding sub-rule (2), an owner or person authorized 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.
- (4) An owner or person authorized by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, without the prior written consent of the Trustees, who may attach reasonable conditions to their consents. However only one television aerial and satellite dish are allowed per building, subject to the specifications imposed by the Trustees. No air conditioners may be attached to a building.
- (5) A request for the Trustees' consent as contemplated in this Rule, must be made in writing to the Trustees and in such form as prescribed by them.
- (6) The Trustees' consent as contemplated in this Rule may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost. Should an owner fail to remove such item and any such failure persists for a period of 14 (fourteen) days after written notice to remove given by the Trustees, the Trustees may have same removed at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting therefrom.

STRUCTURAL ALTERATIONS

- (7) Any structural alteration affecting a section and the common property, and alterations or work to plumbing, electrical installations or conduits, may only be carried out after: -
- (a) compliance with all relevant provisions of the Act and the Rules;
 - (b) obtaining the written approval of the local authority, if applicable;
 - (c) obtaining the written consent of the Trustees, which may be accompanied by conditions.

- (8) 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.
- (9) Whereas an owner may effect alterations to the interior of his or her section, no work may be done to weight-bearing walls without the written consent of the Trustees, who may impose conditions.
- (10) Whilst stoeps and balconies may form part of sections, the enclosure thereof affects the common property as well as the appearance of the buildings, for this reason any enclosure of a stoep, balcony or the construction of a wooden fence shall be regarded as a structural alteration for the purposes of this Rule.
- (11) In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the Trustees, involves structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building and any 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 deposit as determined by the Trustees from time to time, shall be payable by the owner, before work may commence.

ALL ALTERATIONS

- (12) 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, or with the person nominated by the Trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises.
 - (b) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines.
 - (c) The owner accepts responsibility, and shall be liable to the Body Corporate (or owners, as the case may be), for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the Body Corporate against such damage or any claims arising therefrom.
 - (d) 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.
 - (e) Any work done in pursuance of this Rule and involving noise, must be done on weekdays between 08h00 and 18h00, or between 09h00 and 13h00 on Saturdays, but not at all on Sundays.
 - (f) 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.
 - (g) Any deposit payable in terms of this Rule shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the Trustees.
 - (h) 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.
 - (i) The owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.
- (13) 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, the owner shall obtain such approval, permit or consent before commencing with the work.

- (14) 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 its 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.
- (15) Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this Rule shall be maintained by him or her (and his or her successors 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 owner's failure and to recover the reasonable cost of doing so from such owner.
- (16) 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.
- (17) If an owner (or person authorised by him or her) effects any work referred to in this Rule without obtaining the Trustees' consent, or fail to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should an owner in any other way contravene any of these sub-rules, 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 14 (fourteen) days after written notice given by the Trustees, the Trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting therefrom.
- (18) Owners, lessees and occupiers of sections shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.
- (19) No owner, lessee or occupier of a section shall erect any tent or other temporary structure on a garden or elsewhere on the common property without the written consent of the Trustees who may prescribe any reasonable conditions. The Trustees may withdraw such approval in the event of any breach of their conditions, in which event the owner, lessee or occupier shall remove such tent or other structure at his or her own costs.

5. APPEARANCE FROM OUTSIDE AND STORAGE OF ITEMS ON THE COMMON PROPERTY, PATIOS, STOEPS AND BALCONIES

- (1) An owner, lessee or occupier of a section shall not place, store or do anything in a section, on any part of the common property, on exclusive use areas, in sections, including on balconies, patios, stoeps or gardens and encroachments, which in the opinion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.

- (2) Owners, lessees and occupiers of sections must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All curtains must have linings, and all linings of curtains, and blinds when viewed from outside, must be acceptable to the Trustees in their discretion.
- (3) An owner, lessee or occupier of a section shall keep the windows of his or her section clean (on the inside and outside) at all times at his or her own costs.
- (4) Any broken windows shall be replaced by the owner of a section within 14 (fourteen) days of the breakage.
- (5) The only items that may be stored on patios, stoeps and balconies are pot plants, patio furniture, and gas- or electrical braai devices, subject to the conditions imposed from time to time by the Trustees, and compliance with the following requirements: -
 - (a) With regard to patio furniture, it shall be limited to typical, conventional makes of tables, chairs or benches that have been specifically designed for exterior use. The use of the white plastic patio furniture is recommended, but the Trustees may in their discretion allow other types of conventional outdoor furniture in white, green or stained wood.
 - (b) With regard to pot plants, the emphasis is on good quality, well-maintained pots, and a reasonable number of pot plants. Whilst the pot plants on the upstairs balconies should be equipped with catchment trays, in order to avoid water nuisance to the occupiers of the sections below.

6. SIGNS AND NOTICES

- (1) No owner, lessee or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the Trustees first having been obtained. The Trustees may impose any reasonable conditions when granting their consent.
- (2) The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written consent having been obtained or in the event of non-compliance with the imposed conditions. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the owner, lessee or occupier concerned, who 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

- (1) Subject to Conduct Rule 2, an owner, lessee 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. In particular, no material or objects may be thrown out of windows or from balconies.

8. LAUNDRY

- (1) An owner, lessee or occupier of a section shall not, without prior written consent of the Trustees, erect his or her own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections. No washing or laundry may be hung or placed on patios, balconies or stoeps.

9. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- (1) An owner, lessee or occupier of a section shall not store any inflammable material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may cause an increase of the premium payable by the Body Corporate on any insurance policy.
- (2) No firearms may be discharged in a section or any part of the common property, except under such circumstances, which would reasonably justify the use of a firearm for self-defence and related purposes.
- (3) No stones or other hard objects may be thrown or propelled on the common property.

10. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

- (1) All lessees of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- (2) An owner of a section shall notify the Trustees forthwith of the conclusion of any lease or of any change in the occupiers of his section. Before a lessee or occupier takes occupancy of a section, the owner of section shall inform such lessee or occupier of his or her duty to comply with these Rules and the Directives in terms hereof and shall furnish such lessee or occupier with a copy of the Conduct Rules and Directives.

11. ERADICATION OF PESTS AND HEALTH REGULATIONS

- (1) An owner shall keep his or her section free of rats, mice, cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the managing agent, and their duly authorised agents or employees, to enter upon his or her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section that may be damaged by any such pests shall be borne by the owner of the section concerned.
- (2) Each owner, lessee or occupier of a section is responsible to ensure that activities inside his or her section or on the common property comply with all municipal health regulations and that no danger or risk is created or allowed to the health, safety or property of other occupiers of sections or other persons legitimately present on the premises.

12. OVERCROWDING

- (1) An owner of a section shall ensure that the number of persons, who reside in his section, do not exceed two persons per bedroom of his or her section. Any person, who occupies a section for more than 48 hours per week, shall be deemed to reside in that section.
- (2) Notwithstanding the provisions of sub-rule (1), the Trustees may allowed an additional person or persons to reside in a section temporarily, but not more than one calendar month per year.
- (3) No person may reside in any garage, storeroom, bathroom, toilet, kitchen or pantry.

13. NOISE AND/OR NUISANCE

- (1) Owners, lessees and occupiers of sections shall maintain quietness in sections and on the common property between the hours of 23h00 and 07h00.
- (2) Subject to the provisions of this Rule, owners, lessees and occupiers of sections may not at any time create an excessive noise in a section or common property or an unreasonable noise, nuisance or disturbance to other occupiers. All televisions, radios and other appliances emitting sound, including musical instruments, must be kept at audio levels, which are reasonable in the discretion of the Trustees.
- (3) The use of power tools, hammering and other noise generating equipment shall only be permitted between 08h00 and 18h00 on weekdays, and between 09h00 and 13h00 on Saturdays, but not at all on Sundays.
- (4) The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger or in the case of an emergency.
- (5) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in section or any part of the common property.
- (6) No owner, lessee or occupier may do or allow anything to be done in his or her section or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of sections.

14. SWIMMING POOL AND SURROUNDING AREA

- (1) The swimming pool and surrounding area are primarily for the use of owners, lessees and occupiers of sections, who shall comply with the following conditions and any further conditions pertaining usage imposed from time to time by the Trustees: -
 - (a) No animals are permitted in the swimming pool- and surrounding area;
 - (b) Children under the age of 12 (twelve) years shall at all times be accompanied by an adult who accepts responsibility for them.
 - (c) No glass utensils may be brought into the swimming pool- and surrounding area.

15. BRAAIING AND BRAAI FACILITIES

- (1) An owner, lessee or occupier of a section shall not, without the consent in writing of the Trustees, which approval may not unreasonably be withheld use the built-in braai facility on his or her patio, stoep or balcony. Provided that the Trustees may upon discussion between all parties involved, withdraw their consent pertaining to usage, if in the opinion of the Trustees the usage of the braai facility causes an unreasonable nuisance to other occupiers of sections by virtue of smoke or another hazard.
- (2) Owners, lessees or occupiers of sections may use gas- or electrical braai devices to braai on their patios, balconies or stoeps, subject to compliance with any reasonable conditions imposed from time to time by the Trustees.
- (3) Owners, lessees and occupiers of sections shall keep patios, balconies or stoeps clean from the blackening of braai smoke.
- (4) Owners, lessees and occupiers of sections may use the designated braai facilities situated on the common property, subject to compliance with the reasonable conditions imposed from time to time by the Trustees.

16. ACTIVITIES ON THE COMMON PROPERTY

- (1) No business or trade may be conducted in residential sections or on the common property.
- (2) Except for the auction of a unit, no auctions or similar sales or exhibitions may be held in residential sections or on the common property.
- (3) No skateboards, roller skates, roller blades, 'quad-bikes', carts or scooters may be used on the common property and no children's toys may be left lying around on the common property. An adult should supervise children on fairy cycles at all times.
- (4) Children may not climb on roofs or walls and are not allowed to play on driveways, parking areas or in the flowerbeds.
- (5) Except in respect of exclusive use garden areas, no owner, lessee or occupier of a section may plant, damage or remove any shrub, tree or plant on the common property without the prior written consent of the Trustees.

17. SECURITY, SAFETY AND RISK

- (1) Owners, lessees and occupiers of sections must at all times ensure that the security and safety of other occupiers and their property are preserved, and in particular must: -
 - (a) handle their access controls responsibly and must report any loss of an access control to the Trustees;

- (b) comply with any security measures and Directives imposed from time to time by the Trustees, including the security measures of the Greenways Estate.
 - (c) report any criminal incidents to the Trustees as soon as possible after the event.
- (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's employees, agents or contractors.
- (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.

18. EMPLOYEES

- (1) Owners, lessees and occupiers of sections may not request Body Corporate employees to perform tasks for them during their work hours.
- (2) Owners, lessees and occupiers of sections may not interfere with Body Corporate employees in the performance of their duties as allocated to them by the Trustees, but must give their full cooperation to such employees,
- (3) Owners, lessees or occupiers of sections are responsible for the conduct of their own employees on the common property and shall ensure that they do not loiter on the common property or cause a nuisance to other occupiers of sections. Owners, lessees and occupiers shall further ensure that their employees comply with the security measures imposed from time to time by the Trustees.

19. COMPLAINTS

- (1) All complaints must be submitted to the Trustees or managing agent in writing.

20 IMPOSITION OF PENALTIES

- (1) If the conduct of an owner, lessee or an occupier of a section or his or her employees, contractors, visitors/guests or any family member constitutes a nuisance in the opinion of the Trustees, or if any such person contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees may furnish the owner and where applicable, the lessee 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 adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the transgressor must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on him or her.

- (2) If the transgressor nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Trustees may convene a meeting of Trustees for the purposes of a hearing and a Trustees' resolution to impose a fine on the transgressor. The hearing at the Trustees' meeting shall be conducted in such reasonable manner and form, as the Trustees shall decide.
- (3) A written notice by which the owner and where applicable, the lessee or occupier, is informed of the purpose of the meeting and requested to attend, must be sent to the owner and where applicable, the lessee or occupier at least 7 (seven) days before the meeting is to be held. At the meeting the owner and where applicable, the lessee or occupier must each be given the opportunity to present his or her or their case, but except in so far as may be permitted by the chairperson, he or she or they may not participate in the affairs of or voting at the meeting. If the owner and/or where applicable, the lessee or occupier fails to attend the Trustees' meeting, such meeting may proceed in his or her or their absence.
- (4) After the owner and where applicable the lessee or occupier has been given the opportunity to present his or her or their case, the Trustees may by way of a Trustees' resolution of 75% of the Trustees present at the meeting, with a minimum of four Trustees being present, impose an initial penalty for the first offence and a subsequent penalty, for every identical offence thereafter, on the transgressor (whether owner, lessee or occupier).
- (5) Any fine imposed in terms of sub-rule (4), may if it is not paid by the transgressor (whether owner, lessee or occupier) within 14 (fourteen) days after he or she 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 37(1) of the Act and claimed by the Trustees as part of the monthly levies payable by the owner.
- (6) The Trustees may from time to time, determine the amount of the initial and subsequent penalties.

21. RELAXATION OF RULES

- (1) 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.