

Archimedes Sectional Title Scheme

CONDUCT RULES

The interpretation clause of the Management Rules shall also, where applicable, apply in respect of these rules.

COMPLIANCE

1. (a) These conduct rules apply to all owners, tenants, residents, occupiers, employees, guests, visitors, customers, clients and contractors utilising, visiting, or present within sections or on the common property.
- (b) The obligation to ensure compliance with these rules by all persons mentioned in sub-rule (a) vests in and remains with the owner of the unit concerned.
- (c) In terms of the Act and for all purposes of these Rules, exclusive use areas are part of the common property.

ANIMALS, REPTILES AND BIRDS

2. (a) An owner or occupier of a unit shall not, without the consent in writing of the Trustees, which approval may not be unreasonably withheld, keep any animal, reptile or bird in a section or on the common property.
- (b) When granting such approval, the Trustees may prescribe any reasonable conditions.
- (c) The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (b).

NUISANCE AND NOISE

3. (a) The owner of a unit shall at all times conduct himself/herself in such a manner, or see to it that the occupiers of his/her unit conduct themselves in such a manner, so as not to create any nuisance or disturbance to the owner or occupier of any other unit.
- (b) No noise, including, but not limited to loud music, TV, functions at the braai area, loud discussions in the passages and/or rooms, shall in any event be made by the owner or any occupant of his unit between the hours of 22h00 and 08h00 which could be a nuisance to the owner or occupier of any other unit. During first and second examination periods of the University of Stellenbosch these times are lengthened to 20h00 until 08h00.
- (c) It is recorded that a certain amount of noise caused by vents in the building will be unavoidable and must be tolerated by occupiers.
- (d) The use of car hooters inside the complex or in front of the entrance gate is not permitted.
- (e) No ball games are permitted on the common property.
- (f) The use of roller-skates or blades and skateboards are not permitted on the common areas.
- (g) No portable or inflatable pools may be erected on the common property, patios, balconies, parking bays or in sections.

SMOKING AND DRUG FREE ENVIRONMENT

4. (a) Under current legislation it is illegal to smoke in common areas and this also applies to Archimedes. If an owner, occupier or guest is smoking, this will take place outside of the building as not to interfere with other occupiers. It is also the smoker's responsibility to ensure that cigarette butts are not disposed randomly but in discarded in the rubbish bins.

- (b) No illegal substances are allowed on the property. Any transgression will be reported to the relevant authorities.

REFUSE REMOVAL

- 5. (1) An owner or occupier of a unit shall -
 - (a) maintain in a hygienic and dry condition, a receptacle for refuse within his/her section or on such part of the common property as may be authorised by the Trustees in writing;
 - (b) ensure that before refuse is placed in a receptacle such refuse is completely drained, separated into recyclable and non-recyclable material, and securely contained in such plastic or other wrapping as the Trustees may direct in writing from time to time;
 - (c) for the purpose of having the refuse collected, place the refuse in such receptacle as directed by the Trustees and within the area and at the times designated by the Trustees in writing; and
 - (d) when the refuse has been collected, promptly return such receptacle, if applicable, to his/her section or other area referred to in paragraph (a).
- (2) On the days and times appointed by the Municipality, the refuse will be placed on the pavement for removal.
- (3) Refuse bags may not be placed in front of doors or in the passages.

PARKING OF VEHICLES AND PLACEMENT OF ARTICLES

- 6. (a) No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property without the consent of the Trustees in writing, except on such parking bay

as may have been assigned to an owner of the section concerned as an exclusive use area.

- (b) (i) No article or thing, other than a vehicle, may be left on any parking bay.
- (ii) No article or thing may be placed or left on the common property other than in terms of these Conduct Rules, except with the written consent of the Trustees.
- (c) The Trustees may cause vehicles to be removed or towed away, at the risk and expense of the owner of the vehicle, article or thing, any vehicle parked or article or thing left on a parking bay or elsewhere on the common property in contravention of sub-rules (a) and (b).
- (d) Owners, residents and other occupiers of units shall ensure that their vehicles, and the vehicles of their visitors and guests do not drip any fluids onto the common property or in any other way deface or damage the common property.
- (e) No owners, residents and other occupiers of units shall be permitted to dismantle or effect major repairs to any vehicle on any part of the common property or in a section.
- (f) No owner of any vehicle shall cause any damage to common property. Should such damages occur, the owner of that vehicle shall be held responsible for any loss or costs involved.
- (g) The vehicles of visitors and guests may be parked only on the demarcated visitor's parking bays, indicated as such. Unauthorised parking shall not be permitted and vehicles will be clamped or removed if parked illegally.

USAGE OF COMMON PROPERTY AND BALCONIES

- 7. (a) Open flame braai are not permitted on patios or balconies, other than the area that is specifically intended for that purpose on the common property.

- (b) No gas / wooden barbeque fires are permitted on balconies. Weber grills are allowed on stoep areas on ground floor.
- (c) The barbeque areas are for the exclusive use of residents except for visitors and guests who may use barbeque areas with unit residents.
- (d) The barbeque areas may not be used between 23h00 and 08h00.
- (e) The barbeque areas must be left clean, neat and litter-free after use. Ashes and coals will be removed by the cleaners as part of normal service. Litter, including cigarette butts, bottles, corks and bottle caps must be placed on refuse bins.

DAMAGE, ALTERATIONS AND ADDITIONS TO COMMON PROPERTY

8. (a) An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise attach any item to, or damage or alter any part of the common property, including the exterior of a section.
- (b) Notwithstanding sub-rule (a) an owner or person authorised by him may install -
- (i) any locking device, safety gate, burglar bars or other safety device for the protection of his section;
 - (ii) any screen or other device to prevent the entry of animals or insects; or
 - (iii) any doorbell, alarm or similar device to be used in respect of his/her section;
- provided that the Trustees have first approved in writing the nature, placement, and design of the device and the manner of its installation.
- (c) A satellite dish for the reception of a television signal may only be installed by the owner with the prior written consent of the Trustees and out of sight from ground level. It will then

remain as a permanent part of that unit and may not be removed again: Provided that the Trustees have first approved in writing the nature and design of the devise and the manner of its installation.

- (d) If a leak occurs from the interior of one unit to another unit, the owner of the unit which is the source of the leak shall be responsible for damage to the other unit. If the source of the damage is the common property, the Body Corporate will be responsible for damage to a unit.
- (e) Air-conditioners may not be installed on the common property (e.g. the roof) and must operate quietly and not disturb other residents.
- (f) The Trustees may from time to time issue directives as to standards for the above fittings, and all owners and occupiers will be bound thereby.
- (g) Any owner will be held responsible for any damages to their section and will be liable for any repairs and related costs.
- (h) All owners shall be personally responsible for the actions of their guests and tenants. Should actions result in damages, the owner shall be held responsible for any repairs or loss.

APPEARANCE FROM OUTSIDE

- 9. (a) The owner, resident, or occupier of a section shall not place or do anything on any part of the common property, including balconies, passages, lobbies, staircases, lifts, patios, stoeps, and gardens which, in the discretion of the Trustees, may be harmful, dangerous unpleasant, undesirable, or aesthetically displeasing. The owner and/or occupier shall be held responsible for such actions including that of their guests.
- (b) The use of balconies as storage space or for storing containers, bicycles or surplus furniture is not permitted.

- (c) Because of their influence on the electricity supply, air-conditioners may be installed only if they do not disrupt the power supply.
- (d) Special precautionary measures must be taken to prevent damage by the water from air-conditioner to buildings and other living areas.
- (e) Residents must maintain air-conditioners in good working order, to the satisfaction of the Trustees, and air-conditioners may not be removed if residents sell or move away.
- (f) Blinds or acceptable curtains that are in keeping with the complex must be hung in front of windows. Towels or sheets are not acceptable for this purpose.
- (g) If an owner wishes to tint his/her windows it may only be done with the written approval by the Trustees to fit in with the general colour scheme of the building.

SIGNS AND NOTICES

10. No owner, resident, 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 being obtained.

LITTERING

11. An owner or occupier of a section may not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish or refuse, including dirt, cigarette butts, food scraps or any other litter of whatever kind.

LAUNDRY

12. (a) An owner, resident or occupier of a section shall not, without the consent in writing of the Trustees, erect his 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 anywhere outside the section concerned or from any other sections. Washing hanging over balconies are not permitted.

- (b) Provision has been made in the monthly levy for regular cleaning of the individual units as well as a laundry service.

STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- 13. An owner or occupier shall not store any hazardous 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.

LETTING OF UNITS

- 14. (a) 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 provisions to the contrary contained in, or absence of any provisions, in any agreement of lease or any grant of rights of occupancy.
- (b) An owner of a section must provide a copy of these rules to every tenant or a person granted rights of occupancy of his/her section in any other manner, at the commencement of such occupancy and such tenant or person must sign a copy of the rules.
- (c) Lease agreements must contain a clause binding tenants to the these rules.
- (d) An owner shall remain responsible for the conduct and compliance with these Rules of his tenants and other persons granted rights of occupancy of his/her section.

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- (e) The owner of a section shall at all times be responsible for ensuring that no room in his/her section is occupied by more than 1 (one) person at any one time.
 - (f) No owner of a section may let such section unless the following provisions are complied with:
 - (i) Initially, until the first general meeting of the Body Corporate, the Developer shall have the power to appoint 1 (one) accredited Letting Agent for the Archimedes scheme, which appointment may also be cancelled by the Developer and replaced with another appointment. The appointment shall be for an initial period of 1 (one) year renewable annually thereafter unless cancelled by the board of Trustees. Subsequent to the appointment of Trustees at the first general meeting of the Body Corporate the power to appoint a Letting Agent, and to cancel and replace such appointment, shall vest in the Trustees.
 - (ii) The appointment of a Letting Agent shall be upon such terms and conditions, to be recorded in a written contract, as may be negotiated by the Developer and, subsequent to the first general meeting, by the board of Trustees.
 - (iii) When an agent/owner intends to let or advertise to let any apartment the following additional requirements, over and above the requirements for the Letting Agents, must be met:-
 - (aa) an agent/owner doing the letting must apply to the Developer, and after the first general meeting to the Trustees, for accreditation.
 - (bb) any contract between an agent, owner and tenant/guest must stipulate that they will abide by the Rules of the Body Corporate and each

party must sign for a copy of the Rules, proof of which must be given to the Managing Agent.

- (g) For security and insurance purposes, at the commencement or renewal of every lease agreement an owner shall provide the Trustees in writing with the names and cellular numbers of the tenant/s.
- (h) An owner or occupier of a unit may not sublease his/her/its parking area/s to non-residents.

ERADICATION OF PESTS

- 15. (a) An owner shall keep his section free from infestation by all insects, including ants, borer and other wood destroying insects and other pests or infestations of whatever kind, and to this end shall permit the Trustees, the Managing Agent, and their duly authorized agents or employees to enter his/her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate such pests.
- (b) The costs of the inspection and eradicating any such pests or infestations as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

SECURITY

- 16. (a) An owner and occupier of a section shall at all times endeavour to enhance the security of all owners and occupiers of sections.
- (b) The owners and occupiers of sections will be responsible to ensure that –
 - (i) Vehicle gates are completely closed before driving off;

- (ii) Doors to the common areas are completely closed and locked before leaving the facility;
- (iii) Report lost keys or remotes to the Trustees and pay for any costs related to the replacement of such keys or remotes;
- (iv) All contractors (for example private deliveries and cleaning staff) employed by the owner or occupier of a section shall not compromise the general safety of the property or any other owner or occupier of a section.

REASONABLE ACCESS TO UNITS BY TRUSTEES

17. An owner and/or occupier of a section must allow any person who is authorised in writing by the Trustees and/or Managing Agent under supervision to enter his/her section to inspect or repair water pipes, electric cables or ducts which affect any other section or the common property; or to make sure that the section is not being used in contravention of the requirements of the Act or Rules. Except in an emergency, notice must be given, and access must be at a reasonable hour.

ENFORCEMENT OF THE RULES

18. In the event of a contravention of any of the Conduct Rules of Archimedes which gives rise to a complaint being submitted by an owner or other owners the following action may be taken by the Body Corporate against the registered owner of the section –
- (a) The Trustees shall investigate such complaint and should they find it to be valid, they shall –
 - (i) In respect of a first complaint of any nature, prepare a first warning notice which shall be delivered or sent to the registered owner by hand, e-mail or registered post giving full details of the alleged contravention in clear and unambiguous terms;

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- (ii) In respect of a second complaint of any nature, be entitled to impose a fine of R2 500,00 (Two Thousand Five Hundred Rand) against the owner of the section housing the transgressor. The transgressor may appeal in writing against a fine so imposed, but the finding of the Trustees in this regard, after due consideration of such appeal, shall be final and binding;
 - (iii) In respect of a third complaint of any nature, be entitled, to impose a fine of R5 000,00 (Five Thousand Rand) (in the entire discretion of the Trustees) against the owner of the section housing the transgressor;
 - (iv) In respect of a fourth complaint of any nature, be entitled, to impose a fine of R10 000,00 (Ten Thousand Rand) and request the owner or occupier, as the case may be, to terminate the lease of the transgressor and to take all such legal steps as may appear requisite in order summarily to terminate the continued occupation of the section by the transgressor.
- (b) In case of a further breach of the Conduct Rules within a 60 (sixty) day period, or, in the case of a blatant disregard of the Rules which, in the opinion of the Trustees, is a serious contravention a final warning notice shall be delivered or sent to the registered owner by hand, e-mail or registered post giving full details of the alleged contravention in clear and unambiguous terms.
 - (c) Should the transgressor referred to in sub-rules (a) and (b) above, not commit a further offence for a period of 6 (six) continuous calendar months, then all previously recorded transgressions shall lapse and not be taken into account during the hearing of future or further complaints against such transgressor.
 - (d) On imposing a fine, the owner or his agent shall be entitled to request a meeting or hearing within 7 (seven) days of the event. The purpose of the meeting is to enable the owner to

respond to the allegation and evidence against him/her. The owner shall be given the right to cross-examine any witnesses.

- (e) The Trustees shall then decide if the owner is guilty of the contravention or not. If found guilty the Trustees will uphold, amend or waive the fine should circumstances warrant such consideration. The owner shall be informed of their decision and reasons therefore, as well as the final amount of the fine.
- (f) The owners of sections shall review the scale of the fines to be imposed at each annual general meeting.
- (g) An owner will be liable for all legal costs and other expenses incurred by the Trustees in enforcing the Conduct Rules.
- (h) Should any fine imposed in terms of this clause 18 not be paid by the transgressor within a period of 14 (fourteen) days upon receipt of a notice to that effect, such fine will be debited to the levy account of the owner who will be obliged to pay the fine in terms of section 37(1) of the Act. Accordingly the Trustees will claim payment of the outstanding fine from the owner as part of the monthly levies which are payable by the owner.

FIRE HOSES

19. An owner or occupier of a section shall not under any circumstances, except in the case of fire, break the seal on any of the fire hoses on the common property. Any person found tampering with the seals or breaking the seals or in any way using the fire hoses for any other purpose other than that for which it is intended, will be fined the fee it will cost the Body Corporate to have the fire hose resealed.

HABITATION, USE AND CHANGES TO UNITS

20. (a) All residents must ensure that their activities and those of visitors on the common property, or any part thereof, with all its associated services, facilities and conveniences, are carried

out at all times with reasonable and careful attention, and with full consideration for other residents of the complex in accordance with the rules, the regulations, the Act and additions to such Act.

- (b) Residents who employ workers to work on their units are responsible for the behaviour of such workers and must make sure that their workers and/or employees comply with the rules at all times.
- (c) Occupation of all flats are limited to one person per bedroom.
- (d) Changes to water pipes, electric wiring and any plumbing that a resident wishes to make inside a flat are subject to written approval from the Trustees. Any such approved changes must be made by a qualified person who complies with the regulations and laws of the local authority.
- (e) An owner may not cede an undivided section of his/her unit, where a person who acquired such a unit is entitled to the exclusive use thereof for certain periods every year, or for any other period, or for any form of "time-sharing" of the unit, or for a self-catering business or bed and breakfast, or where its acquisition refers to a normal time-share sale transaction, or acquisition of share blocks under the Time-Share Control Act, or through the promotion of a "club" whose members have right of occupation for different times during 1 (one) year, or otherwise, where there is a short rental period as arranged with only a single fixed period, or the common law of limited occupation as understood by the legal term *usus habitation*, or usufruct, or any other Trustee or a representative otherwise authorised.
- (f) If a unit is sold, the buyer must also sign the rules.

VISITORS AND GUESTS

- 21. (a) Visitors and guests may not park caravans or boats on the common property.

- (b) Residents must ensure that the vehicles of visitors and guests parked on the common property do not cause any inconvenience for residents.
- (c) A resident may not open the entrance gate for visitors to other units unless the owner has made such a request in writing.
- (d) Residents are responsible for behaviour of their visitors and guests and must ensure that they comply with the rules and code of conduct at all times.