

# CONDUCT RULES

(Version 2.1)

*in terms of section 10(2)(b) of the Sectional Titles Schemes Management*

*Act, 2011 (Act No. 8 of 2011)*

for the use and enjoyment of the sections and common property of

THE BODY CORPORATE OF THE

Da Vinci

SECTIONAL TITLE SCHEME

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## 1. Heading

The conduct rules contained herein are the rules prescribed in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) as substituted, added to, amended or repealed by the developer.

## 2. Interpretation

(1) In the interpretation of these rules, unless the context indicates otherwise —

**"agent"** means an estate agent or letting agent appointed by or on behalf of the owner of a section;

**"all alterations"** means all minor alterations, renovations and structural alterations undertaken by or on behalf of an owner or occupier of a section in terms of these rules;

**"body corporate"** means the Body Corporate of the Da Vinci Sectional Title Scheme;

**"building"** means a building in the scheme;

**"common property"** means the land included in the scheme and such parts of the building or buildings as are not included in a section;

**"contractor"** means any artisan, builder, electrician, plumber or other person appointed by an owner or occupier to perform minor alterations, renovations or structural alterations in terms of these rules, including the workmen, employees, sub-contractors, suppliers and other service providers of the contractor;

**"exclusive use area"** means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections;

**"invitees"** means the family members, guests, visitors, employees, workers, contractors, agents, service providers or other invitees of the owner or occupier of a section or exclusive use area;

**"minor alterations"** means alterations made to or attachments, additions or devices attached to the common property or to the outside of a building undertaken by or on behalf of an owner or occupier of a section in terms of these rules;

**"Municipality"** means Stellenbosch Municipality or its successors in title or assigns;

**"occupier"** means the tenant or other occupier of a section in the scheme;

**"owner"** means the registered owner of a unit in the scheme;

**"renovations"** means the refurbishment of the interior of a section, including the replacement, removal or creation of internal fittings such as kitchen- and other cupboards, sanitary ware and floor coverings and the installation or amendment of any gas installation undertaken by or on behalf of an owner or occupier of a section in terms of these rules;

**"scheme"** means the Da Vinci Sectional Title Scheme;

**"section"** means a section shown as such on the sectional plans of the body corporate;

**"structural alteration"** means an alteration which is of a permanent nature and which alters the form, structure or essential framework of a building on the inside or outside thereof, and the following shall be regarded as a structural alteration:

- (i) the removal, reconstruction and/or construction of a floor (concrete slab), wall or ceiling of a section or a part of such floor (concrete slab), wall or ceiling, including the drilling into of any concrete slab;
- (ii) alterations to the pipes, wires, cables and/or ducts in respect of a section and/or the common property;
- (iii) the removal, reconstruction and/or construction of a building or building improvement or structure in respect of a section, and/or exclusive use area and/or the common property;
- (iv) the enclosing or partial enclosing of a stoep or balcony;
- (v) the extension of the boundaries or floor area of a section;
- (vi) the subdivision of a section;
- (vii) the destruction of a section or a part thereof;
- (viii) the consolidation of two or more sections;

**"tenant"** means the lessee or tenant renting a section;

**"the Act"** means the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011);

**"these rules"** means these conduct rules, including the annexures thereto from time to time;

**"trustees"** means the trustees of the body corporate from time to time;

**"unit"** means a section and an undivided share in common property apportioned to the section in accordance with the participation quota of the section;

(2) In the interpretation of these rules:

- (a) any annexures to these rules shall form part of the rules;
- (b) the headings of rules must not be taken into account;
- (c) words and expressions to which a meaning has been assigned in the Act, the management rules and/or these rules shall bear the meaning so assigned to them;
- (d) words importing—
  - (i) the singular must be interpreted to include the plural, and the plural to include the singular;
  - (ii) any one gender must be interpreted to include all other genders;
  - (iii) a reference to natural persons shall also include partnerships, trust and juristic persons and the converse shall also apply;

- (e) when any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday;
- (f) if any provision in a definition in these rules is a substantive provision conferring rights or imposing obligations on any of the owners or occupiers then, notwithstanding that it is only in the definition clause of these rules, effect shall be given to it as if it were a substantive provision in the body of these rules;
- (g) the contra proferentem rule shall not be applied.

### 3. Amendment and binding nature

- (1) The body corporate may substitute, amend, repeal, or add to the conduct rules subject to and in accordance with the provisions of section 10 of the Act.
- (2) A member must take all reasonable steps to ensure compliance with the provisions of the Act, these rules and the conduct rules by any tenant or other occupant of any section or exclusive use area, including by the family members, guests, visitors, employees, workers, contractors, agents, service providers or other invitees of the member, the tenant or other occupant of the section or exclusive use area.

### 4. Prohibition against keeping of animals, reptiles or birds

- (1) An owner or occupier shall not be allowed to keep an animal, reptile or bird in a section or on the common property, subject to the exception specified in sub-rule (2) below.
- (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, provided that the owner or occupier must first register the dog with the trustees and provide the trustees with the information required by them.
- (3) The trustees may provide for any reasonable condition regarding the keeping of a service dog in a section or on the common property. The owner or occupier must properly care for and control the service dog to ensure that the dog does not cause a noise or nuisance to other owners or occupiers of sections.
- (4) Except for a person suffering from a disability who reasonably requires a service dog, and who may accompany the dog onto the common property, no invitee may bring any animal, reptile or bird onto the common property.
- (5) The feeding of wild life or birds on the common property is prohibited.

## 5. Vehicles

- (1) An owner or occupier must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit an invitee to park or stand a vehicle on any part of the common property other than on a parking bay allocated to that section or on a parking bay allocated for visitors' parking, subject to the further provisions of this rule.
- (2) A consent under sub-rule (1) must state the period for which it is given.
- (3) An owner or occupier must park his vehicle on the exclusive use area, parking bay allocated to the section owned or rented by him.
- (4) Use of the visitor's parking bays by owners and occupiers of sections and their invitees shall be subject to the reasonable conditions imposed from time to time by the trustees.
- (5) The trustees may cause any vehicle, which is parked, standing or abandoned on the common property contrary to these rules or without the written consent of the trustees to be wheel-clamped, and only to be released upon payment of the release fee required by the trustees and/or upon payment of the legal costs and other costs incurred by the body corporate in the process.
- (6) Owners and occupiers must ensure that their vehicles and the vehicles of their invitees do not drip or spill fuel, oil or brake fluid on to the common property or on any demarcated parking bay or impair or deface the clean appearance of the common property in any other manner.
- (7) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on an exclusive use area, or on any portion of the common property, or in a section.
- (8) Severely damaged or neglected vehicles and vehicles that are not in general use or that are not roadworthy may not be parked or left on any part of the common property, without the written consent of the trustees, and subject to compliance with the conditions imposed by the trustees.
- (9) Owners and occupiers shall not leave obstructions to the vehicular- or pedestrian traffic on the common property. Bicycles, motorcycles, skateboards and the like may not be left on any part of the common property.
- (10) No person may drive a vehicle on the common property in a manner which is considered to be dangerous, reckless or negligent in the opinion of the trustees. All drivers must observe the road signs and keep proper lookout for other vehicles and pedestrians. No vehicle may be driven on the common property by any person who does not possess a valid driver's license.

- (11) Vehicles must be driven as quietly as possible on the common property. Hooters or similar audible warning devices (excluding alarms and immobilisers) may not be used on the common property, except in the event of an imminent danger or in an emergency. Vehicle radios or music systems may not be used on the common property so as to be audible outside the vehicle concerned. Alarms and immobilisers may not cause an undue disturbance to owners or occupiers of sections.
- (12) The parking and driving of a vehicle on the common property shall be at the risk and responsibility of the driver of the vehicle and/or the owner of the vehicle. The body corporate, the trustees, employees, agents and contractors of the body corporate shall not be liable for any loss or damage of whatsoever nature that the driver and/or the owner of the vehicle, or any other person, may suffer as a result of a vehicle having been parked or driven on the common property.
- (13) No person may sleep or overnight in a vehicle on an exclusive use area or on any part of the common property.

## 6. Refuse and waste disposal

- (1) An owner or occupier 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) An owner or occupier of a section must:
  - (a) ensure that refuse is securely wrapped in suitable, strong refuse bags and, in the case of tins or other containers, ensure that they are completely drained before being deposited into a refuse bin in the refuse area designated by the trustees;
  - (b) for the purpose of having refuse removed, place his refuse bags in the refuse bins in the refuse area/s designated by the trustees;
  - (c) ensure that he does not, in disposing of refuse, do something which may adversely affect the health, hygiene or comfort of an owner or occupier of another section;
  - (d) not dispose of any broken glass or bottles (broken or whole) in the refuse bins, but must place such items in the containers supplied for this purpose;
  - (e) support any recycling initiative that may be introduced by the Municipality and/or the trustees, by placing all recyclable refuse in the containers that may be provided for this purpose;
  - (f) when the refuse has been collected, promptly return such receptacle, if applicable, to his section or other area designated by the trustees.
- (3) No refuse bags or refuse bins may be placed or left on the common property contrary to sub-rule (2). In particular an owner or occupier must not deposit, throw, or permit or allow to be deposited or thrown, on any part of the common property or the

outside of a building any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## 7. Minor alterations

- (1) An owner must not, without the written consent of the trustees, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property or of the outside of the building.
- (2) An owner must obtain the prior written consent of the trustees, which approval must not be unreasonably withheld, to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, provided that the device or screen must be soundly built and is consistent with a design, colour, style and materials which must be first approved in writing by the trustees.
- (3) An owner must not construct or erect any attachment, addition or device to or on any part of the common property or any part of the exterior of a building without the prior written consent of the trustees, and subject to their approval of the nature, design, and the manner and place of installation, of the attachment, addition or device. No external television aerial or satellite dish may be installed but an owner or occupier must use the centralised system provided by the body corporate.
- (4) To obtain the written consent of the trustees in terms of sub-rules (1), (2) or (3), the owner must apply to the trustees in writing. The application must be accompanied by sufficient sketch plans, architectural drawings and specifications explaining the nature, design, shape, size, material, colours and place of installation of the proposed alteration, attachment, addition or device. The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent. The owner must confirm his acceptance of the conditions attached to the consent of the trustees and must undertake to comply with the provisions of these Conduct Rules. The trustees' consent document must make provision for such acceptance and undertaking.
- (5) Aforesaid provisions may, where applicable, also be applied mutatis mutandis to occupiers of sections, provided that no occupier shall apply to the trustees for their written consent without the written approval of the owner of the section.
- (6) An owner must keep all minor alterations attached to the common property or to the outside of the building and which relates specifically to his section or is used in connection with his section in a state of good order and repair.

## 8. Renovations

- (1) An owner may not proceed with renovations to his section without the prior written consent of the trustees. To obtain the written consent of the trustees, the owner must apply to the trustees in writing and the application must be accompanied by



specifications of the proposed renovations and such other information and documentation required by the trustees.

- (2) The trustees must convey their written consent to the owner within a reasonable period after receipt of the application in terms of sub-rule (1). The trustees may attach reasonable conditions to their consent.
- (3) The owner must confirm his acceptance of the conditions attached to the consent of the trustees and must undertake to comply with the provisions of these Conduct Rules. The trustees' consent document must make provision for such acceptance and undertaking. The owner must comply with applicable regulations when installing or replacing a gas installation in his section.
- (4) Aforesaid provisions may, where applicable, also be applied mutatis mutandis to occupiers of sections, provided that no occupier shall apply to the trustees for their written consent without the written approval of the owner of the section.

## 9. Structural alterations

- (1) An owner must not construct structural alterations to his section or the common property, without the prior written consent of the trustees and subject to the approval of building plans by the Municipality, where applicable.
- (2) To obtain the written consent of the trustees in terms of sub-rule (1), the owner must comply with the following provisions:
  - (a) The owner must apply to the trustees in writing. The application must be accompanied by sufficient architectural drawings or plans and specifications of the proposed structural alterations.
  - (b) Upon receipt of the application, the trustees must consider the application and must advise the owner should they require any further documentation or information. The owner must furnish the trustees with any additional documents and/or information required by them.
  - (c) The owner must, where applicable, pay reasonable scrutiny fees required by the architect appointed by the trustees to scrutinise the drawings on behalf of the body corporate.
  - (d) The owner must, where applicable, and if required by the trustees furnish the body corporate with a report from a structural engineer.
  - (e) If considered necessary by the trustees, they may consult with, and/or obtain a report from, an architect, engineer, legal advisor or other professional consultant regarding the proposed structural alterations. The costs of the consultations and/or reports may be recovered from the owner, provided that the trustees must first provide the owner with an estimate of the costs.
- (3) The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable

conditions to their consent. The owner must confirm his acceptance of the conditions attached to the consent of the trustees. The owner must undertake to comply with the provisions of the conduct rules of the body corporate. The trustees' consent document must make provision for such acceptance and undertaking.

- (4) Once the trustees have consented to the structural alterations, the owner must, where applicable, submit the building plans to the Municipality for approval. After approval of the building plans by the Municipality, the owner must submit copies of the approved building plans to the body corporate, to be retained by the managing agent.
- (5) If required in terms of the Act or the management rules, the owner must obtain an authorising resolution of the members of the body corporate in respect of the structural alterations. The authorising resolution may be subject to reasonable conditions imposed by the members.
- (6) If required in terms of the Sectional Titles Act, the owner must ensure that the structural alterations are registered in the Deeds Registry. The owner must provide the trustees with a copy of the registered sectional plan.
- (7) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* to occupiers of sections, provided that no occupier shall apply to the trustees for their written consent without the written approval of the owner of the section.

## 10. Provisions applicable to all alterations undertaken in terms of these rules

- (1) An owner must in respect of all alterations in terms of these rules comply with the following provisions:
  - (a) A deposit in the amount as determined by the trustees must be paid to the body corporate before work commences. The deposit shall be retained by the body corporate until completion of construction of the alterations to the satisfaction of the trustees, subject to deductions that may be made for damages, costs, and other charges in terms of these rules.
  - (b) The owner must arrange a date for the commencement of the work with the managing agent and must obtain confirmation from the managing agent that the work may commence. The managing agent must provide the owner with conditions as to the granting of access to contractors and the security measures applicable.
  - (c) The owner must engage suitably qualified or experienced contractors to perform the work.
  - (d) The owner must obtain an acknowledgement from the body corporate's insurers that they are aware of the alterations that will be taking place. The

- owner or his contractors must take out a 'Contractors All Risk' policy and/or other appropriate insurance for the duration of construction of the alterations.
- (e) The owners and his contractors must adhere to the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and the Construction Regulations.
  - (f) The owner and his contractors must comply with the requirements of the Municipality and the regulations to the National Building Regulations and Building Standards Act, 1977 (Act No. 93 of 1977), as amended and any other relevant legislation, municipal by-laws and regulations. The owner and his contractors must make provision for fire prevention and must ensure that the safety of owners and occupiers are not compromised.
  - (g) The owner must ensure that the structural integrity of the building is not compromised. All drilling, breaking and removal of existing brickwork must take place under the general supervision of an engineer. No holes may be cut through any beams or concrete columns for any purpose. In the case of the removal of non-weight-bearing walls, lintels must be installed, and during such installation, adequate support of the structure immediately above the wall concerned must be provided while the wall is being removed and pending installation of the lintel. The body corporate will hold the owner liable should any of the alterations affect the structural integrity of the building or cause damage to the building or to any of its components.
  - (h) The owner must comply with the relevant provisions of the Act, the management rules, and these rules and the conditions imposed by the trustees and/or by the members of the body corporate. The owner must keep the trustees informed of the progress of the activities.
  - (i) All doors, windows and other external fittings to be installed must conform in outward appearance to, or be of a similar standard and appearance as, such items generally installed elsewhere in the building/s, but subject to the discretion of the trustees. The external colour scheme of the building/s must be retained.
  - (j) The owner must ensure that the work shall be completed timeously within the timeframe specified by the trustees, if any.
  - (k) The work must be performed with the minimum of discomfort, disturbance, obstruction or nuisance to other owners or occupiers.
  - (l) All work must be performed between 08h00 to 18h00 on Mondays to Fridays, and between 08h00 and 14h00 on Saturdays, but not on Sundays or on public holidays. No work may be performed outside these hours and no contractors are permitted to be present on the common property outside these hours,

- except in the event of emergency repairs or if specifically authorised by the trustees in writing.
- (m) At least 72 hours' notice must be given to the managing agent, if any particularly noisy work, are to be carried out.
  - (n) No door may be prevented from closing (for example, by the use of bricks or wedges), except if held open by hand and the door shall be kept closed at all other times.
  - (o) No scaffolding, building hoists, or block and tackle gear may be erected without the prior written consent of the trustees.
  - (q) At least 72 hours' notice must be given to the managing agent if any work necessitates the turning off of the main water supply or power supply. The owner must give reasonable written notice to all owners and occupiers who will be affected by any cutting off of the water- or power supply. The period without such service/s must be kept to the minimum to reduce the inconvenience to other owners and occupiers.
  - (r) The owner must not cause or allow any over-loading of the building's electricity installations. Electricity is not to be drawn from common property power points without the written approval of the trustees.
  - (s) The owner must not make any changes that may prejudice the flow of water, storm-water, waste-water, sewerage or the building's electrical supply. In regard to the hot-water cylinder (whether existing or new), the owner must ensure that the associated plumbing provides for water emanating from the overflow or from condensation to be fed back into the system, and that water does not drip on to any part of the common property.
  - (t) The common property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds. The owner must ensure that his contractors clean the common property every afternoon before leaving the premises. No rubble, refuse or building material may be left on the common property. The refuse bins of the body corporate may not be used to deposit building rubble. No rubble, cement or other damaging substances may be flushed down toilets or other waste pipes.
  - (u) The owner must ensure that his contractors and/or other workers comply with the provisions of these rules.
- (2) An owner who undertakes any minor alterations, renovations or structural alterations to a section or the common property as envisaged in these rules, shall be responsible to the body corporate and to other owners or occupiers, as the case may be, for his acts and omissions and as well as for the acts or omissions of his contractors.

- (3) The owner or his contractor must not deviate from the approved building plans, without the written consent of the trustees and the approval of the Municipality. Should the scope of any minor alterations or structural alterations materially deviate from any consent, approval or plan initially granted, the owner must forthwith notify the trustees and submit a revised application for consideration by the trustees.
- (4) Should any minor alterations or structural alterations commence before the trustees have granted their consent or prior to approval of the building plans by the Municipality, or should the scope of any alterations be materially changed or exceed the time frame set for the project, the trustees may instruct the owner and/or his contractor to stop work, until permission to continue with the work has been granted by the trustees.
- (5) An owner who undertakes alterations shall be held legally and financially liable to an owner or occupier or to the body corporate, as the case may be, for any damage or defects, structurally or otherwise, caused by him and/or by his contractors to a section, exclusive use area, or other property of an owner or occupier of a section or to any part of the common property, or to any machinery, fixtures, fittings, equipment, appurtenances or service installation or to any other property of the body corporate. The owner must indemnify the body corporate and the trustees and the owners and occupiers of sections against any damages or defects or and any claims arising from work undertaken by him or by his contractors.
- (6) The trustees may utilise the deposit paid by the owner to defray the costs of repairs of any damage or defects referred to in sub-rule (5). The trustees may also utilise the deposit paid by the owner to defray any other costs or other charges incurred by the body corporate directly or indirectly by reason of the alterations done by the owner.
- (7) Once the alterations have been completed, the owner must notify the trustees, who must arrange for an inspection of the alterations and building before refunding the deposit (without interest) to the owner, subject to any deductions that may be made for costs and damages in terms of these rules.
- (8) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* to occupiers of sections undertaking minor alterations, renovations or structural alterations with the written approval of the owner of the section.

## 11. Repairs and maintenance

- (1) An owner must repair and maintain all minor alterations and structural alterations constructed or installed in respect of his section and/or the common property in a state of good repair at his own expense.
- (2) An owner must repair and maintain his section (including the pipes, wires, cables and ducts in his section and used in connection with the enjoyment of his section) in a state of good repair as envisaged by the Act. An owner must take precautions to

prevent blockages and obstructions from occurring in the drainage pipes in respect of his section.

- (3) An owner or occupier must maintain air-conditioners in good working order, to the satisfaction of the trustees, and air-conditioners may not be removed if owners or occupiers sell their sections or move away.

## 12. 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 without the written consent of the trustees.
- (2) An owner or occupier of a section must not, without the trustees' written consent:
  - (a) erect washing lines on the common property;
  - (b) 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;
  - (c) display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme; or
  - (d) tint the windows of his section.
- (3) The trustees may attach reasonable conditions to their consent referred to in sub-rules (1) and (2) above.
- (4) No laundry shall be hung out to dry on a patio or balcony or from any window or structure of a building so as to be visible from another section or the common property, or from outside the scheme.
- (5) Owners and occupiers of sections may use the communal washing lines on the roof of the building, subject to the reasonable conditions imposed from time to time by the trustees.
- (6) Blinds or acceptable curtains that are in keeping with the scheme must be hung in front of windows. Towels or sheets are not acceptable for this purpose.

## 13. Storage of flammable materials and other dangerous acts

- (1) Subject to sub-rule (2), an owner or occupier must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
- (2) Sub-rule (1) above 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 in compliance with any applicable legislation and regulations.
- (3) An owner or occupier shall not store any material, or do or permit or allow to be done, any other act in a 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 or which

will or may lead to the insurance policy of the body corporate being suspended or cancelled or rendered void. If an owner or occupier contravenes this rule, the owner shall be liable to the body corporate for any damages arising from such contravention.

- (4) No open fires, including charcoal, gas or wooden fires are allowed on any part of the common property, in sections or on stoeps or balconies. Weber grills are allowed on stoep areas of sections on ground floor.

#### 14. Behaviour of owners and occupiers and their invitees in sections and on the common property

- (1) An owner or occupier 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) An owner or occupier must not obstruct the lawful use of the common property by any other person.
- (3) An owner or occupier must take reasonable steps to ensure that his invitees 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) Owners and occupiers must at all times in their sections, exclusive use areas and on the common property maintain reasonable levels of noise which is not disturbing to others. All television, radio, and other appliances, instruments or apparatus which emits sound, including musical instruments, and noise emanating from people, must be kept at audio levels which are reasonable in the discretion of the trustees.
- (5) Owners and occupiers must specifically between the hours of 22h00 and 08h00 maintain quietness in their sections, exclusive use areas and on the common property. During first and second examination periods of the University of Stellenbosch these times are lengthened to 20h00 until 08h00. During these times no noise, including, but not limited to loud music, television, loud discussions may emanate from any section, exclusive use area or from the common property.
- (6) It is recorded that a certain amount of noise caused by vents in the building will be unavoidable and must be tolerated by occupiers.
- (7) An owner or occupier shall not use his section or exclusive use area or any part of the common property or permit it to be used, in such a manner or for such purpose as shall cause a nuisance to any other owner or occupier or an invasion of their privacy.
- (8) No form of rowdiness, disorder, noisiness, drunkenness, violence or other offensive or scandalous behaviour on the common property or within sections is allowed.
- (9) No group music sessions or any activities or hobbies which may cause a nuisance to other owners or occupiers, may be carried on in sections or on the common property.
- (10) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a section or on the common property.

- (11) No firearms or pellet guns may be aimed or discharged in a section or on the common property, except in self-defence and related purposes.
- (12) Skateboards, roller skates / blades and scooters may not be used and ball games may not be played on the common property, and in particular in the parking areas.
- (13) No hawkers, beggars or people looking for work may be allowed on the common property. Door to door collections may only be allowed with the consent of the trustees or managing agent.
- (14) The slaughtering of animals for religious reasons, in a section, on an exclusive use area or on the common property, will only be permissible provided:
  - (a) the owner and/or occupier has obtained the trustees prior written consent, which consent will not unreasonably be withheld provided:
    - (i) a written request for consent is submitted to the trustees at least 2 (two) weeks prior to the date that the slaughtering is scheduled for;
    - (ii) such written request specifies: a reasonable date and time for the slaughtering to take place; the type of animal to be slaughtered; the name and qualifications of the person who will be carrying out the slaughtering ritual; confirmation that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;
  - (b) the slaughtering ritual is carried out in accordance with the terms and conditions of the trustees' approval granted after consideration of the written request referred to in rule (a)(i) above;
  - (c) upon receipt of written confirmation from the local authority that the owner or occupier has their consent and will comply with the applicable by-laws;
  - (d) upon receipt of written confirmation from the Department of Health that the owner or occupier has their consent and that their specifications will be adhered to;
  - (e) upon receipt of written confirmation from the Society for the Prevention of Cruelty to Animals (SPCA) that an SPCA official will attend the ritual and ensure that the animal will not endure unnecessary pain or suffering;
  - (f) written proof is presented to the trustees that all affected owners and occupiers within the scheme have received written notification of the slaughtering ritual to take place, which notification is required to set out the date and time that the slaughtering ritual is scheduled for.
- (15) No criminal activities may take place in a section or exclusive use area or on any part of the common property.
- (16) 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 liable for the costs to have the fire hose resealed.

- (17) No auction, or similar sale or exhibition, shall be held in a section or on the common property, without the prior written consent of the trustees.

## 15. Sale and letting of sections

- (1) An owner must notify the body corporate forthwith of any change of ownership or occupancy in his section and of any mortgage concluded in respect of his section as envisaged in the Act.
- (2) Upon the sale, other alienation, letting, or the change in occupation of, his section, and when any such information may change, the owner must provide the trustees with the following information, as may be applicable
- (a) the particulars and contact information of the existing owner or transferor or lessor of the section;
  - (b) the particulars and contact information of the new owner or transferee of the section or of the lessee or other occupier of the section; and
  - (c) any further information or documentation required by the trustees.
- (3) The owner must provide the purchaser, lessee or other occupiers of his section with a copy of these rules at his own expense.
- (4) An owner who lets or otherwise grants occupation of a section, whether gratuitously or not and irrespective of the lease period must comply with the following provisions and must ensure compliance thereto by his letting agent, if he has appointed a letting agent:
- (a) A written agreement must be concluded between owner and the tenant or other occupier;
  - (b) In terms of the agreement, the tenant or other occupier must be obliged to comply with the provisions of the conduct rules of the body corporate;
  - (c) The owner must provide a copy of these conduct rules to the tenant or occupier at the expense of the owner.
- (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 rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.

## 16. Occupancy and use of sections and exclusive use areas

- (1) An owner or occupier must not contravene or permit the contravention of:
- (a) any law or by-law relating to the use of a section or an exclusive use area; or
  - (b) the conditions of a license relating to use of the building or the common property, or the carrying on of a business in the building; or

- (c) the conditions of title applicable to sections or exclusive use areas.
  - (2) No owner or occupier shall allow more persons to reside in a section at any one time than one (1) person per bedroom in the section.
  - (3) No person may reside in a section, exclusive use area or other part of the common property, other than a section intended for residential purposes. No person may reside in any bathroom, toilet or kitchen.
17. Use of the common property and communal braai area
- (1) An owner or occupier or must use and enjoy the common property and communal braai area in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other owners or other persons lawfully on the premises.
  - (2) The common property inside the building is designated as a non-smoking area and no smoking is allowed inside the building on the common property.
  - (3) The communal braai area is primarily for the use of owners and occupiers, but guests may however use the communal braai area if accompanied by an owner or occupier. The communal braai must be booked by means of a register as may be advised by the trustees. The trustees have the right to impose conditions from time to time relating to the use of the communal braai area to mitigate any noise or nuisance caused by activities for the general safety of owners, occupiers and guests.
  - (4) Owners, occupiers and invitees shall comply with the following provisions and any further reasonable conditions imposed from time to time by the trustees when using the communal braai area:
    - (a) Any noise shall be contained and no disturbance shall be caused to any other person. Radios, compact disc players, tape recorders, musical instruments and any other items or applications emitting sound are not permitted to be played within the communal braai area; however the use with earphones is permissible.
    - (b) The communal braai area may not be used between the hours of 22h00 and 07h00.
    - (c) The playing of any games or activities, any running, shouting and screaming which may cause a disturbance to, or may endanger any other person is prohibited in the communal braai area.
    - (d) The communal braai area 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.
    - (e) No persons under the influence of alcohol or drugs shall be allowed and the drinking of alcohol or any substance abuse, partying and any unruly behaviour are prohibited.

- (f) No smoking is allowed.
- (5) An owner or occupier must comply with the following provisions when using a lift:
  - (a) An owner or occupier must comply with the displayed warning signs and the reasonable conditions imposed from time to time by the trustees;
  - (b) An owner or occupier must when using a lift, not exceed the maximum number of persons or weight limit;
  - (c) No person shall in any way overload a lift or otherwise damage the lift mechanism or the interior thereof;
  - (d) A lift may not be used during a fire, in which case the fire escape must be used. The fire escape may only be used in an emergency;
  - (f) No smoking is allowed in a lift;
  - (g) When conveying any heavy goods, furniture or appliances in a lift, protective blankets or other suitable material must by prior arrangement with the manager be installed to protect the lift.

## 18. Eradication of pests

- (1) An owner must keep his section free of insects, including white ants and borer beetles as well as rodents. An owner or occupier must allow the trustees, the managing agent, or their duly authorised 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.
- (2) The body corporate must recover the costs of the inspection and replacement referred to in sub-rule (1) from the owner of the section.

## 19. Security

- (1) Owners and occupiers must ensure that the safety and security of other owners and occupiers and their property are preserved and must in particular ensure that:
  - (a) when entering or leaving the building or premises, that the applicable security door or security gate is properly closed; and
  - (b) security doors or security gates are never opened for unknown or unauthorised persons.
- (2) Owners and occupiers must admit their invitees to premises and the building. Under no circumstances should unknown persons be allowed to enter the premises or a building without the authorisation of an owner or occupier of a section or of the trustees.

## 20. Complaints

Any complaints must be submitted to the trustees or the managing agent in writing. For the purpose of holding an internal dispute resolution meeting with the parties to the dispute, the

owner or occupier must lodge a signed and motivated complaint with the trustees per the prescribed complaint form, to be obtained from the body corporate.

### 21. Imposition of penalties

If an owner, occupier or invitee contravenes a provision of these rules, the trustees may impose a penalty on the owner or occupier of the section in terms of management rule 38.

### 22. Disclaimer

Any owner, occupier or invitee or other person entering the common property or using any of the land, facilities or services in respect of the body corporate does so entirely at his own risk.

### 23. Relaxation of rules

No indulgence or relaxation in the application of these rules shall constitute a precedent, waiver or consent, or prevent the enforcement thereof by the trustees.