

MOQUINI BREAKERS

CONDUCT RULES

Conduct Rules as contemplated in Section 10(2)(b) of the Sectional Titles Schemes Management Act 8 of 2011, read with regulation 6 and Annexure 2 of the regulations promulgated under the Act:

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1 PREAMBLE

- 1.1 These rules have been adopted with a view to ensuring orderly, pleasant and congenial living conditions and surroundings for all the residents and protecting the collective interests of Moquini Breakers Body Corporate. Except for any limitations imposed at a general meeting of members, the Trustees are responsible for enforcing these Conduct Rules.
- 1.2 These rules may be substituted, added to, amended or repealed by special resolution at a general meeting of the Body Corporate in terms of the provisions of Section 10(2)(b) of the Act. If the Conduct Rules are substituted, added to, amended or repealed, and in terms of the provisions of Section 10(5)(a) – (d) of the Act, the body corporate must lodge with the Ombud a notification in the prescribed form of such substitution, addition, amendment or repeal where after the Ombud must examine any proposed substitution, addition, amendment or repeal and who will approve it for filing if satisfied that it is reasonable and appropriate to the scheme. On approval, the Ombud will issue a certificate to that effect and the substitution, addition, amendment or repeal of Conduct Rules comes into operation on the date of the issuing the said certificate or the opening of the sectional title register for the scheme, whichever is the latest.
- 1.3 In terms of Sections 3 to 5 of the Act, all functions and powers of the Body Corporate are to be performed by the Trustees, subject to the Act, the Management and Conduct Rules, and any restriction imposed or direction given at a general meeting of the owners of sections which is not in conflict with the Act or the Management or Conduct Rules.
- 1.4 With regard to the application and enforcement of these rules, any reference to the Body Corporate or the Trustees in these rules includes any person carrying out duties on the instruction of the Trustees.
- 1.5 For the purpose of applying and enforcing these and any other rules, the Trustees may appoint members of the Body Corporate to sub-committees to assist them.
- 1.6 If the prescribed Conduct Rules are amended by the Act or any regulation, these rules are automatically amended accordingly.
- 1.7 If any of these rules are inconsistent with the provisions of the Act, the Management Rules contained in Annexure 1 of the regulations, or any amendment thereof, the Act and the regulations prevail.

2 INDEMNITY

- 2.1 All persons, including owners, residents, visitors, contractors, other occupants and/or their guests, entering Moquini Breakers common property and using any portion thereof do so at their own risk and responsibility.
- 2.2 The Body Corporate, the Trustees, their agents, contractors and/or employees are not liable for

any loss or damage to any property or the death of or any bodily harm to any person, which damage, death or harm may result from any defect in the common property or its amenities or any negligence of the Body Corporate, the Trustees, their agents, contractors and/or employees.

3 RESPONSIBILITY TO PROTECT THE COMMON PROPERTY

The common property of Moquini Breakers is owned jointly by all section owners in undivided shares, and it is the duty of each owner or resident to protect any part of the common property as if it were their own private property.

4 INTERPRETATION AND DEFINITIONS

4.1 In these rules, unless the context indicates otherwise:

4.1.1 Words importing one gender include the other gender;

4.1.2 Words indicating the singular include the plural, and *vice versa*;

4.1.3 A reference to a natural person includes a created entity (corporate or unincorporated), and *vice versa*; and

4.1.4 Words and phrases to which a meaning has been assigned in the Act and the Management Rules bear that meaning.

4.2 “**Common property**” means the common property as shown in the Sectional Title Plans.

4.3 “**Complex**” includes the building known as Moquini Breakers, as well as all common property.

4.4 “**Exclusive use area**” means a part of the common property delineated for the exclusive use of the owner of one or more sections, as contemplated in Section 27 of the Sectional Titles Act, 95 of 1986 and registered as such by the developer in terms of the Act, or following a unanimous resolution of the members of the Body Corporate and registered as such in the Deeds Office.

4.5 “**Managing Agent**” means the Managing Agent as appointed by the Trustees from time to time, to administer the affairs of the Body Corporate.

4.6 “**Ombud**” means the Ombud defined in Section 1 of the Community Schemes Ombud Services, 9 of 2001, who is required to approve these Conduct Rules in terms of Section 10 of the Act.

4.7 “**Ombud service**” means the services rendered which include dispute resolution, ensuring good governance and the control of scheme documentation, as provided for in Section 4 of the Community Schemes Ombud Service Act, 9 of 2011.

- 4.8 **“Owners”** means the registered owner(s) of the sections/units, who are also responsible for their families, visitors, tenants and/or residents and domestic employees that may be in the complex.
- 4.9 **“Registrar”** means the Registrar of Deeds, who is required to be notified, in terms of Section 35(5) of the Act, that the Body Corporate has adopted these Conduct Rules by way of special resolution of the Body Corporate and that the Body Corporate intend filing such rules at the Office of the Registrar of Deeds.
- 4.10 **“section”** means that part of the complex, as registered in the Deeds Office, to be used exclusively for commercial or residential purposes, as the case may be. When used for residential purposes, the section is also referred to as an apartment, particularly when describing the specific type of section.
- 4.11 **“Trustees”** means the Trustees as contemplated in the Act.

5 IMPORTANT PROVISIONS OF THE ACT AND MANAGEMENT RULES

Owners and occupants should take note of the provisions of the Act and the Management Rules, and specifically of the duties of owners and occupiers of sections, concerning their responsibilities, rights and liabilities as members of the Body Corporate. In particular, the duties of owners are dealt with in Section 13 of the Act.

6 APPLICATION OF THESE RULES

- 6.1 The rules apply equally to all residents, whether as owners, tenants, occupants or otherwise. Owners letting their sections are ultimately liable and responsible for the conduct of their tenants. Owners should furnish a copy of these rules to the tenants or occupants of their sections.
- 6.2 For ease of reference, Management Rule 3.2 is quoted here:

“Amendment and Binding nature

3.2. A member must take all reasonable steps to ensure compliance with the Conduct Rules in force in terms of Section 10(2)(b) of the Act by any tenant or other occupant of any section or exclusive use area, including the member's employees, guests, visitors and family members.”

- 6.3 All tenants of sections and other persons granted rights of occupancy by the owner of a section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. In this regard, any agreement with any tenant or occupant of a unit that conflicts with these rules is invalid.

7 VISITORS AND GUESTS

All of these Conduct Rules apply to visitors or guests of the owner or resident, to contractors and to

any person entering Moquini Breakers. It is the responsibility of the owner or resident to see to it that his visitors, guests or contractors and other persons entering Moquini Breakers, understand, adhere to and comply with these rules.

8 DOMICILIUM CITANDI ET EXECUTANDI

- 8.1 All owners should take note of Management Rule 4 and in particular Rule 4.1 which requires the Moquini Breakers Body Corporate to define an address that is its *domicilium citandi et executandi* in terms of Section 3(1)(c) of the Act.
- 8.2 The *domicilium citandi et executandi* of Moquini Breakers Body Corporate is 902 Pretorius Street, Arcadia, Pretoria, 0001
- 8.3 The Body Corporate may change its *domicilium* address by written notice of such change to the Ombud and all owners and other occupants and such change will be effective when written notice is lodged with the Ombud.
- 8.4 In terms of Rule 4.5 of the Management Rules, the *domicilium citandi et executandi* of each owner shall be the address of the primary section registered in his name: Provided that such owner shall be entitled to change the said *domicilium* to another physical address, postal address or fax in the Republic of South Africa or to an e-mail address, and the change shall only be effective on receipt of written notice thereof by the Body Corporate at its *domicilium*.
- 8.5 It is compulsory for all inhabitants of Moquini Breakers to register their biometric identification data immediately prior to the time of taking occupation of a unit within the complex.
- 8.6 The Trustees must maintain a register of owners and registered mortgagees of sections and of all other persons who have a real right in them, together with their addresses. The owners must provide the Trustees with the required information so that legal documents can be served on each owner, if necessary.

9 DUTIES OF OWNERS OF UNITS IN THE SECTIONAL TITLE SCHEME

- 9.1 Levies are payable on or before the 1st (first) day of each month, preferably by debit order.
- 9.2 Owners of sections are obliged to inform the Trustees of any mortgage bonds registered over their units and if such mortgage bond has been registered, the name of the bond holder.

10 ESTATE AGENCY ACCREDITATION/APPROVAL AND TENANTS' PARTICULARS TO BE PROVIDED BY OWNER

- 10.1 Only those Estate Agencies which are accredited/approved by the Moquini Breakers Trustees are permitted to let any of the sections of Moquini Breakers to tenants. An owner must notify the Trustees and keep them informed of the identity and contact details of such Agency.
- 10.2 An owner must fully and clearly inform the Estate Agent about the owner's obligations with respect

to these rules, and must, furthermore, instruct the Agent to select as tenants only persons acceptable to and suitable for the community of the complex.

11 LETTING OF UNITS

- 11.1 All prospective tenants must be made known to the Trustees prior to proposed occupation of a unit. The Trustees reserve the right to approve of the prospective tenant and thus veto the prospective tenant if necessary.
- 11.2 Prior to occupation of any section by a tenant, the owner must, in writing, provide the Trustees with the full particulars of any tenant or occupant of his section (and any changes to same as they take place). The Trustees must be furnished with a copy of the identity document of the lessee as well as a copy of the lease agreement in respect of his section. In addition, the owner must ensure that the tenant has completed the registration of their biometric identification data on the biometric access control system in order that the tenant may gain access to the complex so as to occupy the unit. This is essential not only for good order, but also for identifying persons who are entitled to be on the premises and use the amenities.
- 11.3 No tenant or visitor or any other person is allowed on the premises of Moquini Breakers if they are not permitted by the Trustees or if they have not been granted permission to enter the premises by the owner/tenant and security.
- 11.4 An owner must ensure that a copy of the Management Rules, this Conduct Rules and any future amendments thereto form part of any lease agreement and/or sale and purchase agreement pertaining to his section and must deliver a copy thereof to the tenant, occupant or purchaser of his section prior to occupation of the section.
- 11.5 The number of occupants of each apartment within the complex is determined by the nature and type of the section.

12 ANIMALS, REPTILES AND BIRDS

- 12.1 The owner or occupier of a section may not keep an animal, reptile or bird in a section or on the common property.
- 12.2 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.

13 REFUSE DISPOSAL AND LITTER

- 13.1 An owner or occupant of a section must:
 - 13.1.1 Not place or keep refuse on the common property, including in passageways or in the parking area. Offenders may be liable to prosecution and must be reported to the Trustees immediately;

- 13.1.2 Maintain in an hygienic and dry condition a receptacle for refuse within his section and ensure that before refuse is placed in such receptacle it is securely wrapped, or, in the case of tins or other containers, completely drained;
- 13.1.3 For the purpose of having the refuse collected by the cleaning service, ensure that the refuse is placed in a sealed bag prior to being placed in the bins located in the designated refuse room of the complex;
- 13.1.4 Ensure that contractors doing maintenance on or making improvements to a section do not litter on the common property.
- 13.2 Littering on the common property is strictly prohibited. An owner or occupant of a section may not deposit or 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.
- 13.3 Persons leaving rubbish on any part of the common property or public areas within the complex are liable to prosecution under the Municipal Health Regulations.
- 13.4 No kitchen refuse, food waste, fats or other waste of any kind may be thrown or washed down kitchen drain pipes. The owner of a section is responsible for clearing blocked drains in his section.
- 13.5 An owner will be liable for clearing blocked common property drains if it is found that such drains are blocked as a result of items or waste coming from the section concerned.

14 VEHICLES, MOTOR-CYCLES AND PARKING

- 14.1 Only one garage is allocated to each section and such garage is allocated as registered in the Title Deeds of each section.
- 14.2 Owners or occupants should ensure that they do not block entry to such garages. Non-compliance will result in the vehicle being towed away, at the risk and expense of the owner of the vehicle.
- 14.3 Allocated visitor parking bays and specially designated parking bays are available for visitors visiting Moquini Breakers. Only paraplegic visitors may park on a designated paraplegic parking bays. Nobody else will be allowed to park on a paraplegic parking bay.
- 14.4 Owners and occupants of sections must ensure that their vehicles do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- 14.5 No owner or occupier may dismantle or effect major repairs to any vehicle on any portion of the common property, a demarcated area or in a section.
- 14.6 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 and car music or entertainment 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 residents.

- 14.7 No fire hose may be used to wash vehicles or for any other purpose than dousing a fire.
- 14.8 No vehicles may be washed on the premises of Moquini Breakers. Private car wash facilities must be used instead.
- 14.9 The speed limit within the complex is 10 kilometres per hour.
- 14.10 No trailers, caravans or boats may be parked or stored on the allocated visitor parking bays or any other part of the common property.

15 DAMAGE, ALTERATION OR ADDITIONS TO THE COMMON PROPERTY

- 15.1 An owner 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.
- 15.2 Notwithstanding Sub-rule 1, an owner or person authorized by him may install:
 - 15.2.1 Infrared or a sponsored security system, but no security gates/doors or burglar bars
 - 15.2.2 A gas heater, on condition that such installation complies with Liquefied Petroleum Gas (LPG) Regulations.
- 15.3 An owner must notify the Trustees timeously of any work of whatever nature that is to be undertaken to the interior of his section and will involve activity on the common property or cause inconvenience or disturbance to other residents. Such work may only be performed between 08:00 and 16:00 on week days and from 08:00 until 12:00 on Saturdays.
- 15.4 An owner having work done must ensure that the workmen at all times co-operate closely with the Trustees and must ensure that the workmen take appropriate and satisfactory steps to protect the common property from damage, defacement, disfigurement or defilement. The owner must also ensure that the workmen clean up properly after each work session and thoroughly after completion of the project.
- 15.5 Should workmen fail to co-operate, they may be prohibited by the Trustees from working on the premises.
- 15.6 An owner having work done as contemplated in Sub-rule 15.3 will be held liable for any costs incurred by the Body Corporate in cleaning and clearing up or having reparations done, should any part of the common property be left in a dirty, littered, spoiled or damaged condition on completion of such work.
- 15.7 The above rules apply *mutatis mutandis* to any work authorized by the Trustees.
- 15.8 During building work, no obstructions may be placed on walkways or any portion of the common property.

- 15.9 Only building contractors who have been approved/accredited by the Trustees may provide any construction or maintenance services on the premises. Such building contractors must register their biometric identification data prior to commencing work on the premises.
- 15.10 If any damage is caused to any part of the common property while an owner or occupant is moving furniture or goods in or out of the complex or is having work done, that owner or occupant will be liable for the cost of repairing such damage.
- 15.11 When a tenant or occupier moves out of a section, no boxes, rubbish, rubble, furniture or other private property may be left on the premises. In the event that such property is left on the premises, it will be removed at the cost of the owner of the section. Alternatively, the cost of removal will be deducted from the tenant's deposit.

16 APPEARANCE FROM OUTSIDE

- 16.1 The owner or occupant of a section used for residential purposes may not place or do anything on any part of the common property, including balconies or patios which, at the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 16.2 No portion of the common property, that is, the exterior of a section, may be painted or otherwise treated, unless specifically authorised by the Trustees.
- 16.3 The Trustees must, in advance, approve the erection, installation and/or replacement of any item that is not part of the original building, and no such approval may be given by the Trustees and no project may commence without approved municipal building plans.
- 16.4 Balconies, patios and corridors/passageways may not be used to store any goods.
- 16.5 Nothing may be thrown over balconies under any circumstances.
- 16.6 No personal belongings of any owner or occupier may be placed on the common property.
- 16.7 Curtains and Blinds:
- 16.7.1 The owner or occupier of a section shall only fit curtains to patio facing sliding doors and side light windows to patio doors (where applicable) that, when viewed from the outside, are lined with lining or block-out lining that are white, plain and with no patterns, so that when viewed from the outside, only plain white curtains shall be visible.
- 16.7.2 The owner or occupier of a section shall only fit curtains to any other windows, so that when viewed from the outside are lined with lining or block-out lining that are white, plain and with no patterns, so that when viewed from the outside, only plain white curtains shall be visible. The owner or occupier of a section shall however be entitled to fit to windows, other than those set out in clause 16.7.1 above, with 50mm wide Venetian blinds or white American shutters and it is recommended that the owner or occupiers of the sections fit bathroom windows with blinds as

aforesaid.

16.7.3 Notwithstanding anything to the contrary contained herein, the fitting of curtains and blinds shall be subject to such further criteria as the Trustees may from time to time determine.

16.8 Patio Furniture:

16.8.1 The owner or occupier of a section shall only use patio furniture in cast aluminium or solid hardwood or woven polyethylene (Rattan look).

16.8.2 The colours of patio furniture and cushions shall be in earth tones or natural wood colour.

16.8.3 Any and all umbrellas used on patios shall have a secure base and shall be made from a cream colour or earthy tone colour fabric.

16.8.4 Notwithstanding anything to the contrary contained herein, the fitting of patio furniture shall be subject to such further criteria as the Trustees may from time to time determine.

16.9 No owner or occupier of a section may, without the Trustees prior approval, display a sign, notice, bill board or advertisement if such article is visible from another section or the common property or from outside the scheme.

17 LAUNDRY / WASHING

17.1 Neither washing nor any other article such as towels or beach towels may be hung over rails or in windows or on balconies or on any part of the property so as to be visible to the public or other residents.

17.2 An owner or tenant of a section shall not, without the prior written consent of the Trustees, erect washing lines on any part of the building or common property so as to be visible from the outside of the building or from any other section.

18 EXCLUSIVE USE AREAS AND BALCONIES

Maintenance of each exclusive use area (such as the balcony) is the responsibility of the owner of the section concerned.

19 STORING OF DANGEROUS MATERIAL AND OTHER DANGEROUS ACTS

19.1 An owner or occupant may not store any dangerous material, or perform or permit to be performed, 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.

19.2 Rule 19.1 does not apply to the storage of fuel or gas in:

19.2.1 The fuel tank of a vehicle, boat, generator or engine;

19.2.2 A fuel tank or gas cylinder kept for domestic purposes.

20 ERADICATION OF PESTS

- 20.1 An owner must keep his section free of mice, rats, white ants, cockroaches, borer and other wood destroying insects, and to this end must permit the Trustees, the Managing Agent and/or their duly authorized agent or employees to enter his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any pests.
- 20.2 The costs of inspecting the section, eradicating any pests found within the section, and replacing any woodwork or other material forming part of the section that may have been damaged by any such pests are borne by the owner of the section concerned.

21 SILENCE

- 21.1 Reasonable silence must be maintained daily between 22:00 and 07:00.
- 21.2 Radios, TV sets, musical instruments, motor vehicle alarms and immobilisers, and sound equipment must be used in such a manner as not to disturb other residents or the public.
- 21.3 No fireworks or crackers are allowed within the complex.
- 21.4 Owners, tenants and/or their visitors are requested to keep noise levels down to a minimum when using the elevators, stairs, parking areas and common property. The same applies to owners, tenants and/or their visitors when on their balconies as sound carries and affects other residents.

22 NUISANCE

Residents may not cause or permit any person to act in conflict with these rules, or perform any act or event that constitutes or causes a nuisance or any inconvenience to other residents or employees or agents employed by the Trustees or any person being lawfully on the premises.

23 CHILDREN

- 23.1 Children may not play in the passages, driveways or other exclusive-use areas. They may only play in the designated recreational areas.
- 23.2 Residents' and visitors' children must be supervised in order to avoid damage to the common property and inconvenience and distress to other residents.
- 23.3 Residents and visitors must ensure that their children do not tamper or interfere with electrical switches, taps, or any other fittings. Should any damage be caused by the children of a resident, a tenant or their visitor, the owner of that section is responsible for the cost of rectifying any such damage.

24 BICYCLES, MOTOR-CYCLES AND MOVEABLES

Bicycles, motor-cycles, tricycles, roller skates, skate board, scooters or any other such moveable or

recreational item may not be left anywhere on the common property and must be kept / stored in the section's garage.

25 EMPLOYEES AND HAWKERS

25.1 All employees and domestic employees:

25.1.1 must be registered on the biometric identification access control system in order to gain access to Moquini Breakers. The security guards are not permitted to allow access to any such employees if registration has not taken place.

25.1.2 are to be made known to the Trustees by way of the Trustees being furnished with a certified copy of the domestic employees' identity document or passport and work permit (where applicable).

25.1.3 are to comply with these Conduct Rules and they are not permitted to receive visitors while they are in the complex.

25.1.4 are not allowed to loiter on the common property or to remain overnight on any part of the common property.

25.1.5 are allowed on the common property after 19:00 without the permission of the Trustees.

25.1.6 must refrain from causing excessive noise in any section or on the common property.

25.1.7 contravening these rules may, if justified and after notifying the employer, be refused entry on to the common property.

25.2 The employees of the Body Corporate:

25.2.1 may not be interfered with and may only receive their orders from the Trustees or persons authorized by the Trustees to do so only.

25.2.2 No Body Corporate employee may do any private work or duties for residents of Moquini Breakers.

25.3 No hawkers are allowed on the common property.

26 CONDUCT OF THIRD PARTIES

The owners or occupants of sections are liable for the conduct of their visitors, domestic employees and contractors and they must ensure that these Conduct Rules as well as the provisions of the Management Rules, the Act and the regulations are adhered to.

27 BUSINESS AND OTHER ACTIVITIES

27.1 Business may only be conducted in the designated commercial areas.

27.2 No auctions or jumble sales may be held on the common property or in any section without the

prior written permission of the Trustees.

27.3 Hobbies causing a disturbance or nuisance are prohibited.

27.4 Owners and tenants are not permitted to use any section for any purpose which is injurious to the reputation of the sectional title scheme.

28 INTERIOR OF SECTIONS

Owners must at all times keep their sections and designated areas in a neat, proper, clean and habitable state. They are responsible, at their own expense, for maintaining the interior paintwork, clearing blocked drains originating from their sections, and maintaining the sanitary equipment, all electrical installations, including maintenance of the hot water system, and other interior repairs of whatever nature in their sections.

29 COMMON PROPERTY EQUIPMENT AND INSTALLATIONS

29.1 Firefighting equipment such as fire extinguishers and fire hoses may under no circumstances be used for any purpose other than that for which it is intended. Any persons using such firefighting equipment for any other purpose than firefighting only be liable for prosecution by the Municipal Fire Department and also be liable for paying an administrative fee for the hose to be resealed by the Fire Department.

29.2 No occupant is allowed to tamper with or have work done to the above-mentioned systems and installations serving the common property. Any defects noticed by occupants must be reported to the Trustees.

30 WATER, ELECTRICITY AND GAS

30.1 Water, electricity and gas must be used sparingly at all times.

30.2 Each section has been fitted with water meters, metering the cold and hot water to that particular section. This will be read and each occupant will receive an account according to the amount of water used. Ultimately the unit owner will be responsible for the account.

30.3 Electricity usage will be monitored by pre-paid smart meters.

31 SECURITY

31.1 No person shall be permitted to enter the complex without first identifying themselves via the intercom system or security guards or any other system implemented by the Trustees.

31.2 Owners, residents, tenants and visitors must observe all and any security rules the Trustees may make from time to time as a temporary or a permanent measure after giving notice to this effect.

31.3 Under no circumstances will any interference with any security equipment or security personnel be allowed.

- 31.4 Closed-circuit television (CCTV) will monitor the common property. If any criminal activity on common property is suspected or if any unwanted or unauthorized person is found on common property, the authorities should be informed and it should be brought to the attention of the Trustees and/or the Managing Agent.

32 COMPLAINTS PROCEDURE

- 32.1 Any complaints arising out of a transgression of these Conduct Rules must be directed to the Trustees or the Managing Agent in writing. Full details, such as the time, date, names, vehicle registration number, vehicle details and the nature of the complaint, are to be supplied. If a tenant is found guilty, such tenant as well as the owner will be warned and if necessary further steps will be taken against the tenant and owner.
- 32.2 Tenants must address their complaints to the owner concerned, as the Trustees will only deal with written complaints received from the registered owner(s).
- 32.3 The person complaining about a transgression must be prepared to co-operate with the Trustees and to make a sworn affidavit, when required to do so, concerning the incident, failing which the Trustees will not pursue the matter any further.

33 CONTRAVENTION OF RULES

- 33.1 Any contravention of these rules will be dealt with pursuant to Sections 2(5), 3(1)(t) and 4(i) of the Act, as follows:
- 33.1.1 The Managing Agent will, on behalf of the Body Corporate, send a letter of demand by registered or electronic mail to the tenant or owner who is in contravention of any particular rule and afford the owner or tenant an opportunity to remove the cause of the complaint within 14 (fourteen) days of dispatch of the letter. The cost of the letter will be for the account of the owner of the unit concerned. This letter will constitute a first warning.
- 33.1.2 In the event of the cause of the complaint mentioned in the letter of demand not being removed within the 14 (fourteen) days allowed, a letter from the attorney acting on behalf of the Body Corporate will be sent by registered or electronic mail to the owner or tenant who is in contravention of the rule concerned, affording the tenant or owner an opportunity to remove the cause of the complaint within 7 (seven) days of dispatch of the letter. The cost of the letter will be for the account of the owner concerned.
- 33.1.3 In the event of the owner or tenant not complying with the demand contemplated in clauses 33.1.1 or 33.1.2 of this sub-rule, the Body Corporate may institute the necessary legal action or invoke the dispute resolution mechanism in terms of Community Schemes Ombud Service Act and in particular Section 38 and 39 thereof. The owner will be responsible for the costs of the legal action on an attorney and client scale.

33.2 In the event of the non-payment of levies, the following will apply:

33.2.1 The late payment of levies shall be punishable by means of the raising of interest (for example, prime interest rate plus 10%), the amount of which may be fixed by the Body Corporate at every Annual General Meeting.

33.2.2 Should the monthly levy be outstanding for one (1) month, legal action or action in terms of the dispute resolution mechanism will be taken against the owner for recovery thereof at the owner's expense.

33.2.3 A further sanction that will be taken against an owner who is in contravention of the rule stipulated in clause 9.1 above concerning the duty to pay levies by the 1st (first) of every month is that an owner who is in arrears with their levy may not vote at the Annual General Meeting or any other meetings.

33.2.4 The Trustees are permitted to publish the names of owners whose levies are outstanding.

33.2.5 The Managing Agents are permitted to charge a fee for every dishonoured cheque or returned debit-order in the event of insufficient funds to pay the monthly levy.

33.3 In the event of a contravention of Rule 14.4 (oil leaks), the following will apply:

33.3.1 The Managing Agent will, on behalf of the Body Corporate, send a letter of demand by registered or electronic mail to the owner or tenant who is in contravention of the rule and afford the owner or tenant an opportunity to remove the cause of the complaint within 14 (fourteen) days of dispatch of the letter. The cost of the letter will be for the account of the owner of the section concerned.

33.3.2 In the event of the cause of the complaint mentioned in the letter of demand not being removed within the 14 (fourteen) days allowed, a letter from the attorney acting on behalf of the Body Corporate will be sent by registered or electronic mail to the owner or tenant who is in contravention of the rule concerned, affording the tenant or owner an opportunity to remove the cause of the complaint within 7 (seven) days of dispatch of the letter. The cost of the letter will be for the account of the owner concerned.

33.3.3 Should the owner or tenant fail to remove the leaked oil after receipt of the letter referred to in clauses 33.3.1 or 33.3.2 of this sub-rule, the Body Corporate will obtain the services of an independent contractor to remove the leaked oil concerned, and the costs of the services of that independent contractor will be for the account of the owner concerned.