

JUNO RIDGE SECTIONAL TITLE SCHEME CONDUCT RULES

JUNO RIDGE – 51 JUNO STREET, KENSINGTON, JOHANNESBURG, 2094

We certify that these are the Conduct Rules which were duly approved by special resolution of the members of the Body Corporate known as “**Juno Ridge**” **SS: 24/1989** In terms of Section 10 of the Sectional Titles Schemes Management Act, No. 8 of 2011 (“the Act”) in substitution of the previous applicable conduct rules of the Body Corporate.

Trustee (1 of 2)

Signature: _____

Full name: _____

Date: _____

Trustee (2 of 2)

Signature: _____

Full name: _____

Date: _____

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1. INTRODUCTION

- 1.1. Harmonious community scheme living is achieved when Owners/Occupiers use and enjoy their respective Sections and the Common Property in a manner that shows respect and consideration for the rights of other persons in the Complex.
- 1.2. The proximity of the individual Sections and the shared Common Property requires a set of comprehensive Conduct Rules to ensure the goal of harmonious community scheme living. Strict adherence to these Conduct Rules and to the Act is a necessity.
- 1.3. These Conduct Rules are binding on all Owners/Occupiers who are responsible to ensure that their family members, invitees, employees, contractors and all persons attending the Complex at their instance comply therewith.

2. INTERPRETATION AND DEFINITIONS

- 2.1. Should an Owner/Occupier be unable to read and/or understand the English language, he will be obligated on becoming an Owner/Occupier to have these Conduct Rules translated at his own cost. It is accepted that all Owners/Occupiers have read and understood and accept that these Conduct Rules are binding.
- 2.2. These Conduct Rules cannot be amended or replaced except by special resolution of the Owners in terms of Section 10 of the Act.
- 2.3. These Conduct Rules do not supersede the Act, the Management Rules of the Complex, the By-Laws or any Legislation.
- 2.4. Words in the singular include the plural and vice versa, and words importing one gender include the other.
- 2.5. Clauses are for reference purposes only and must not be considered in the interpretation of these Conduct Rules.
- 2.6. References to the words Owner/Occupier and Owners/Occupiers include where appropriate the Owners/Occupiers family members, invitees, employees, contractors and any person attending at the Complex at their instance in respect of whom the Owner/Occupier has a duty to inform of these Conduct Rules and whose compliance with these Conduct Rules, the Owner/Occupier is responsible for.
- 2.7. Whenever these Conduct Rules require the consent, written consent or prior

written consent of the Trustees, the following applies, without exception:

- 2.7.1 The Trustees have a discretion whether or not to grant such consent;
 - 2.7.2 The Trustees may not reasonably withhold such consent;
 - 2.7.3 The Trustees may grant such consent subject to certain conditions;
 - 2.7.4 The Trustees may alter the conditions under which the consent was granted; and
 - 2.7.5 The Trustees may withdraw such consent.
- 2.8. When penalties, charges and legal costs are referred to, it shall be taken that the Owner consents to paying such amounts and to such amounts being debited to the Owners levy statement for payment on presentation by the Owner.
- 2.9. All references to legal costs shall mean liability on the attorney and client scale, as agreed or taxed, and shall mean that the Owner agrees to such costs being debited to the Owner's levy statement and being payable on presentation.
- 2.10. The decision of the Trustees will be binding in respect of the interpretation of the Conduct Rules.
- 2.11. Words defined in the Act will unless specifically defined in these Conduct Rules bear their meaning in the Act. The following words have the following meanings:
- 2.11.1. ACT
The Sectional Titles Schemes Management Act No. 8 of 2011, as amended or any Act replacing it, as well as all applicable Regulations thereunder.
 - 2.11.2. ADULTS AND CHILDREN
Adult A person of 18 (eighteen) years or older.
Adolescent A person between the ages of 13 (thirteen) and 17 (seventeen) years.
Child A person of 12 (twelve) years or younger.
 - 2.11.3. BODY CORPORATE
The Body Corporate of the Complex referred to in Section 2 of the Act, meaning the governing body of the Complex, represented by the Trustees.

- 2.11.4. COMMON PROPERTY
The Common Property as shown on the approved sectional plan including but not limited to, and if applicable, the roadways, entrance/exit area, boundary wall and visitors parking bays.
- 2.11.5. COMPLEX
The entire area comprising the buildings, Sections, Exclusive Use Areas and Common Property as set out on the approved sectional plan of the Complex, as amended.
- 2.11.6. CSOS
The Community Schemes Ombud Service as established by the Community Schemes Ombud Service Act 9 of 2011.
- 2.11.7. EXCLUSIVE USE AREAS
Those portions of the Common Property shown on the approved sectional plan and/or reflected in the Rules as being intended for the exclusive use of an Owner as contemplated in Section 27 of the Sectional Titles Act and Section 10(7) of the Act.
- 2.11.8. MANAGING AGENT
The Managing Agent as appointed by the Trustees from time to time as contemplated in the Act.
- 2.11.9. OCCUPIER
All persons in any manner whatsoever occupying and/or residing in a Section including by virtue of ownership, lease and/or any other arrangement with the Owner, regardless of the duration of the occupancy.
- 2.11.10. OWNER
The registered Owner of the Unit, who shall also be responsible for his Occupiers, his family members, invitees, employees, contractors and all persons attending at his Section and their compliance with these Conduct Rules.
- 2.11.11. SECTION
A Section shown as such on the approved sectional plan.
- 2.11.12. UNIT
A Section together with its undivided share in the Common Property.

2.10.13 VEHICLE

An automated mode of transport, including cars, motor-cycles and trucks and including all vehicle accessories, like trailers, caravans, etc.

3. RESPONSIBILITIES OF TRUSTEES

- 3.1. The Trustees will in terms of the Act carry out the functions and powers of the Body Corporate.
- 3.2. The Trustees may acting reasonably do anything that is reasonably necessary to ensure compliance with these Conduct Rules. All decisions of the Trustees' are binding.
- 3.3. Despite any of the contents of these Conduct Rules to the contrary, the Trustees at all times have sole discretion in respect of all decisions to be made by them in terms of these Conduct Rules.
- 3.4. Written consent of the Trustees, whenever required by these Conduct Rules, will only be valid, if such written consent is conveyed by way of written resolution of the Trustees or the minutes of a Trustees meeting.
- 3.5. The Trustees may in their sole discretion appoint an attorney to address any issues that may arise including amongst Owners/Occupiers or between the Body Corporate or Trustees and Owners/Occupier/s.

4. OWNERS SELLING/LEASING UNITS

- 4.1. Owners **must** provide these Conduct Rules to the estate agents marketing and the purchasers/lessees of their Units prior to entering into any sale/lease agreement. The agreement must contain a clause stating that the purchaser/lessee has read these Conduct Rules and has agreed to be bound by them.
- 4.2. Owners leasing their Unit must ensure that:
 - 4.2.1 A copy of the signed lease agreement (containing the names of all Occupiers, their ID numbers and car registration numbers and an undertaking to adhere to the Conduct Rules) is lodged with the Managing Agent at least 7 (seven) days before occupation;
 - 4.2.2 These Conduct Rules are attached to the lease in terms of Section 5(8) of the Rental Housing Act.

4.3. Owners selling their Unit must ensure that:

4.3.1 A copy of the signed sale agreement (containing an undertaking to adhere to the Conduct Rules) is lodged with the Managing Agent within 7 (seven) days of signature of the sale agreement by the Owner.

4.4. Owners who lease their Units will be liable for the conduct of their Occupiers and will be liable for any penalties incurred by the Occupier.

4.5. On request, Owners are to provide the lease agreement and/or any lease information to the Managing Agent.

4.6. No Owner may let an Exclusive Use Area to any person who is not a registered Owner or lawful Occupier of a Section. No Owner may sell an Exclusive Use Area to any person who is not a registered Owner of a Section. The Owner must inform the Trustees in writing in advance of any lease or sale of an Exclusive Use Area.

4.7. All Owners intending to sell/lease their Units must ensure that they complete the Complex Selling and Leasing Form, attached marked "A" and must furnish same to the Trustees within 7 (seven) days of instructing the Property Practitioner.

4.8. The Occupier of a Section is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

4.9. Estate agent's signs may only be placed on the Common Property and/or at the Complex entrance with the prior written consent of the Trustees.

5. SHORT-TERM LEASING / AIRBNB

5.1. No Owner/Occupier shall conduct from his Section:

5.1.1 Short term leasing, which shall be any lease or occupation period under 3 (three) months;

5.1.2 An airbnb, other bed and breakfast, guest house or other hospitality related accommodation.

6. MOVING IN AND OUT THE COMPLEX

6.1. Owners and/or prospective Owners/Occupiers must in writing inform the Managing Agent at least 5 (five) days prior to any intended move taking place stating if there will be any disruption and/or any inconvenience caused to other Owners/Occupiers by the move, in which case the written prior consent of the Trustees must be sought.

- 6.2. Unless consented to by the Trustees in writing, moving in and out of the Complex may only occur during business hours from Monday to Friday (starting at 08h00am and ending at 17h00pm) and on Saturdays (starting at 09h00am and ending at 16h00pm). Failure to keep within these times will result in a penalty being issued to the Owner.
- 6.3. Owners/Occupiers are required to complete and return to the Trustees, within 7 (seven) days of occupying the Section, the *Complex's Movement and Occupancy Form*, attached marked "C", which records the occupancy of the Section.
- 6.4. No moving of furniture or any heavy or bulky objects on the Common Property, shall be done without the prior arrangement with the Building Manager. Dragging of furniture/equipment along any surface of the Common Property is prohibited. Items must either be carried or moved on suitable equipment. Any Owner/Occupier who breaches this rule will be liable for repairing such damage caused, alternatively, for the charges incurred by the Body Corporate for conducting such repairs.
- 6.4.1. Only the double door lift may be used for moving of furniture at any time and must take place between 8h00am and 16h00pm.
- 6.5. New Owners/Occupiers may not deposit moving materials, boxes, furniture excessive dirt around the allocated bins. This will result in a penalty being issued (refer to the Conduct Rules below on refuse disposal and littering).

7. PETS

- 7.1. Pets includes dogs, cats, birds, reptiles, rodents and any living creature of any sort, commonly kept as a pet.
- 7.2. Owners/Occupiers may not keep as pets, any animals which are not normally kept as pets, and may not keep any wild animals
- 7.3. Owners/Occupiers will not be allowed to acquire pets without the prior written consent from the Trustees.
- 7.4. When considering approval, the Trustees may prescribe any reasonable conditions, like neutering and may take the following factors into consideration: the breed of the pet, the size of the pet, the number pets in comparison to the square meters of the Section, the location of the Section and the proximity of neighbouring Sections.

- 7.5. Any Owner/Occupier who requires a pet such as a guide dog for current physical medical assistance shall be automatically permitted to keep such pet. The Trustees will be entitled to request a medical certificate from the Owner/Occupier.
- 7.6. Owners/Occupiers wishing to acquire Pets are required to complete and return to the Trustees, the Pet Application Form, attached marked "D". The Owner/Occupier may only acquire the pet, upon the application being granted in writing by the Trustees.
- 7.7. The Trustees may, at any time in writing, withdraw such consent if the pet becomes a nuisance i.e., if there is excessive barking or if the pet is found roaming within the Complex on any other reasonable ground determined by the Trustees.
- 7.8. If more than 1 (one) written complaint related to the same cause is lodged with the Trustees regarding a pet, the Trustees must investigate the complaints and if the complaints are found to be justified, the Owner of the Unit with the offending pet will be notified in writing to have the pet removed from the Complex within 14 (fourteen) days, failing which the pet may be removed by the Trustees. The charges involved shall be borne by the Owner.
- 7.9. Owners of dogs must ensure that their dogs do not roam the Common Property. Whenever dogs are on the Common Property, their owners must accompany them and they must be on a leash.
- 7.10. Every pet must wear a collar with a tag indicating the name and cellular number of its owner. Stray pets without identification tags will be apprehended by the Trustees and impounded. The Owner will be responsible for all associated charges.
- 7.11. All pets must be fully vaccinated. All cats and dogs in the Complex must be neutered or spayed. The Trustees in their discretion can demand a letter/certificate from a practicing Veterinarian confirming all of the above.
- 7.12. Owners who have pets shall be responsible for the removal immediately of any faeces left on the Common Property as well as for the removal daily of any faeces in all places other than the Common Property, failing which a penalty will be charged.
- 7.13. Should damage of whatsoever nature be caused by a pet, directly or indirectly, to the Common Property or another Section, the Owner/Occupier will be liable for all the necessary charges to repair the damages.

8. REFUSE DISPOSAL AND LITTERING

8.1. An Owner/Occupier must:

- 8.1.1. Ensure that all refuse is placed in a refuse bag and knotted before the cleaning staff collect such refuse;
- 8.1.2. Ensure that all refuse is placed outside the front door of the Section between 7h30am and 9h00am, the cleaning staff will collect such refuse on a daily basis from Mondays to Saturdays except on Public Holidays;
 - 8.1.2.1. No refuse will be collected on Sundays, outside the above times refuse must be taken to the compactor room at the entrance to the lower parking area ("**refuse disposal area**").
- 8.1.3. In the case of tins or containers ensure that they are completely drained and in the case of broken glass or sharp items, properly wrapped to avoid injury to any person;
- 8.1.4. Ensure that when placing such refuse bags in the bin, that the lid of the bin closes. If all the bins are full, excess refuse bags must be placed in the refuse disposal area;
- 8.1.5. Not burn refuse nor any other debris;
- 8.1.6. Remove larger rubbish, like cardboard boxes, building material, furniture and other household items to the Municipality's dumping site and may not place such items in the bins or refuse disposal area;
- 8.1.7. Ensure that he does not when disposing of refuse, conduct any act which adversely affects the health, hygiene or comfort of the other Owners/Occupiers.
- 8.1.8. If a tap is allocated on the Common Property for the cleaning of refuse bins, not use such tap for any other purpose.

8.2 An Owner/Occupier must ensure that no cigarette butts, braai fire residue, food scraps, other rubbish and dirt or any other litter whatsoever is thrown on the Common Property.

9. ALTERATIONS AND RENOVATIONS

- 9.1. An Owner/Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the Common Property without the prior written consent from the Trustees.
- 9.2. An Owner/Occupier may, after having obtained prior written consent from the Trustees, install any locking device, safety gate, burglar bars or other safety device for the protection of his Section, which must be positioned flush against the doors and/or window frames, must be painted in the colours consented to in writing by the Trustees and must not detract from the overall character of the Complex.
- 9.3. An Owner/Occupier must not erect any structure of any nature whatsoever, including but not limited to umbrellas, braai facilities, saunas, jacuzzies, air conditioner units, solar panels and aerial and satellite dishes etc., in a Section, Exclusive Use Area or the Common Property, which are of a permanent or semi-permanent nature or which are affixed in any manner whatsoever without the prior written consent of the Trustees. The Trustees may impose conditions, i.e. that such structures not be installed in such a way as to be degenerative to the prestige nature of the Complex and that the position and size of such items do not affect the view of other Sections.
- 9.4. Any item installed on the Common Property or on an Exclusive Use Area, unless otherwise specified in these Conduct Rules, shall become the property of the Body Corporate and may not be removed without the Trustees' prior written consent. An Owner/Occupier shall not be entitled to claim or receive any refund or compensation whatsoever from the Body Corporate or any other party, for any item installed or addition or improvement effected by him, to any part of the Common Property.
- 9.5. Alterations and Renovations to be conducted by the Owner are dealt with below. The Trustees have a discretion to determine whether what the Owner intends doing is an alteration or renovation, which determination shall be binding. Alterations are structural alterations including adding, removing or altering a wall and work that affects the external appearance of a Section. Renovations are internal refurbishments to the interior of the Section including replacing internal fittings like kitchen cupboards or flooring.

ALTERATIONS

- 9.6. An Owner must make application in writing to the Trustees to effect alterations. The Trustees shall have 21 (twenty-one) days in writing to approve or decline

the application or to approve it with condition/s. The Owners application must include:

- 9.6.1. A list of all the alteration's the Owner intends making and their expected duration;
- 9.6.2. A certified copy of the contractors current National Home Builders Registration Council (NHBR) registration certificate;
- 9.6.3. Proof of payment by the Owner of a building deposit to the Body Corporate of R10 000.00 (ten thousand rand) or such other amount determined in writing by the Trustees, dependent on the nature and duration of the alterations, which deposit will only be refunded once all work has been completed, debris removed and the Trustees are satisfied that there has been no damage to Common Property and that there has been compliance with these Conduct Rules, the Act and all other applicable Legislation in full;
- 9.6.4. All adjoining neighbouring Sections written consent to the alterations;
- 9.6.5. If required by the By-Laws or any Legislation, a building plan prepared by an architect of the alterations to be made, containing all required stamped and dated approvals by the Municipality;
- 9.6.6. Written specifications, documents and/or diagrams showing the nature, kind, shape, height, material, colour, location and other details of the proposed alterations;
- 9.6.7. If required by the By-Laws or any Legislation and/or required by the Trustees, a letter of approval by a structural engineer confirming the safety of the intended alterations.

RENOVATIONS

- 9.7. An Owner must make application in writing to the Trustees to effect renovations. The Trustees shall have 14 (fourteen) days in writing to approve or decline the application or to approve it with condition/s. The Owners application must include:
 - 9.7.1. A list of all the renovation's the Owner intends making and their expected duration;
 - 9.7.2. proof of payment of a building deposit in the amount of R5 000.00 (five thousand rand) or such other amount determined by the Trustees,

dependent on the nature and duration of the renovations, which deposit shall only be refunded once all work has been completed, debris removed and the Trustees are satisfied that there has been no damage to Common Property and that there has been compliance with these Conduct Rules, the Act and all other applicable Legislation in full.

- 9.8. The Trustees are entitled to procure professional assistance in their discretion before approving any application. The Owner will be responsible for all associated charges.
- 9.9. All contactors must be informed by the Owner of the applicable contents of these Conduct Rules. It is the responsibility of the Owner to see that his contractors abide by the applicable parts of these Conduct Rules.
- 9.10. The maintenance of the alterations made to a Section will be the responsibility of the Owner/Occupier concerned. The alterations will at all times be kept in a state of good repair and in a clean, neat, hygienic and attractive condition. Should the Owner fail to maintain the alterations, the Trustees will be entitled to effect the maintenance and recover the charges from the Owner.
- 9.11. All alterations and renovations must be completed timeously, within the time period requested in the Owner's written application. Should an Owner require an extension he must make a further written application to the Trustees setting out the extra period required and the reasons for the delay. The Trustees must respond in writing and shall have a discretion as to whether or not to grant the Owner's further application and as to whether to impose such reasonable further conditions as they deem necessary.
- 9.12. Should any damage be caused to the Common Property or another Section by an Owner/Occupier or should the Owner/Occupier cause the Body Corporate to suffer any loss or incur any liability, the Owner/Occupier shall forthwith on demand reimburse the Body Corporate in full respect of such loss or liability.
- 9.13. If an Owner/Occupier contravenes any of the aforementioned Conduct Rules and/or the Act in respect of the Common Property, the Trustees may restore the aesthetics of the Common Property to the Trustees satisfaction and proceed with any legal action they deem fit against the Owner/Occupier.
- 9.14. Owners/Occupiers must liaise with and keep the Trustees updated concerning all aspects of the daily operations of their alterations and renovations, including security measures taken by the Owner/Occupier, the vehicles which the Owner/Occupier will be allowing on the Complex premises and the temporary

storage of building material and machinery on the Complex premises. The Owner shall on commencement of the alterations and/or renovations furnish the Trustees with the names and contact details of all contractors who will be entering the Complex.

- 9.15. Owners/Occupiers and no persons whatsoever may disconnect the main water and/or electricity supply to the Complex.
- 9.16. No person may climb on or be present on any part of the roof of the Complex, without the prior written consent of the Trustees.
- 9.17. Any work done by an Owner/Occupier in pursuance of this Conduct Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other Owners/Occupiers and must be concluded as expeditiously as possible, within the time frame specified by the Owner/Occupier. Any rubble or other building material, tools and equipment must be removed from the Common Property within the time frame specified.
- 9.18. If an Owner/Occupier (or person authorised by him or her) effects alterations and/or renovations, referred to in this Conduct Rule without obtaining the Trustees written consent or fails to comply with the imposed conditions of the Trustees or should an Owner/Occupier in any other way contravene this Conduct Rule, the Trustees may demand the removal of the alterations and/or renovations at the Owners/Occupiers cost. Should the Owner/Occupier fail to remove or cause the removal of the alteration and/or renovation and the restoration of the property to its previous state and should such failure persist for a period of 30 (thirty) days after written notice given by the Trustees, the Trustees may effect such removal and/or restitution at the risk and expense of the Owner/Occupier concerned, who shall have no recourse against the Body Corporate or the Trustees, employees or contractors for any damage resulting therefrom.

10. APPEARANCE FROM OUTSIDE

- 10.1. Owners/Occupiers shall not place any item or do anything on any part of the Common Property, Exclusive Use Areas or his Section, including balconies, patios, stoeps and private gardens, which in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Section. This may include, but is not limited to, large gazebos, mats, rugs, carpets or bedding over balconies, car tyres and spares, old or broken furniture, appliances, large cardboard boxes, tools, garden refuse, etc.
- 10.2. No Owner/Occupier shall on his balcony, patio, stoep, private garden or similar area, store or allow to be stored any item other than suitable pot plants, garden

furniture and braai items. All such items are also to be kept in a clean, neat and aesthetically acceptable condition.

- 10.3. No awnings either of a temporary or permanent nature, are to be installed or removed, without the prior written approval of the Trustees.
- 10.4. Curtains and/or blinds are to be used for the interior of the Sections only. No sheets, plastic bags, newspapers or any other material whatsoever is to be used.
- 10.5. No Owner/Occupier shall deface any part of the outside of the Section or the Common Property.
- 10.6. No Owner/Occupier will be entitled to claim any part of the Common Property for their own use, unless the required Owners and Trustees resolutions have been obtained.
- 10.7. Any item or similar item referred to in this rule may, failing the Owner/Occupier removing the item on the written request of the Trustees within a reasonable period, be removed by the Trustees, at the risk and expense of the Owner/Occupier.
- 10.8. No Owners/Occupier is permitted to install a bird feed in a common area where this leads to pigeons or other birds causing such common area or any adjacent or lower floor common or private area to become messy and unhygienic.

11. GARDENS AND PLANTS

- 11.1. Any flora including but not limited to trees and shrubs in the Owners/Occupiers gardens whose growth potential may encroach on or block out portions of the view or sunlight of another Section are in the Trustee's discretion not permitted. The removal of all overgrowth will be at the Trustees discretion.
- 11.2. No Owner/Occupier shall plant or cause to be planted in the Owners/Occupiers gardens any flora including but not limited to trees, shrubs, plants and the like, which are noxious or invasive or which may cause damage to walls, foundations, underground pipes or the like.
- 11.3. All flora including but not limited to trees, shrubs and creepers must be controlled and not allowed to grow into roofs, gutters, fascia boards, walls, rafters, drainage pipes, electric fences and the like. Owners/Occupiers will be held responsible for any damages caused, regardless of who planted such item.
- 11.4. Owners/Occupiers gardens must be kept in a clean and neat condition.
- 11.5. Owners/Occupiers shall not interfere with or despoil in any way flora, wild or cultivated, growing on Common Property, other than if applicable, the private

garden areas allocated to such Owners.

- 11.6. Owners/Occupiers shall observe and make use of effective water saving methods. Instructions from the Local Municipality and/or the Trustees must be followed and irrigation systems may not be installed unless consented to in writing by the Trustees.
- 11.7. Owners/Occupiers shall ensure that all pot plants on their balconies or patios, have a tray underneath them, to avoid water dripping onto other Sections or the Common Property.
- 11.8. If the Body Corporate is raising an additional Exclusive Use Area levy on the Owner for the maintenance of the Owner's Exclusive Use Area garden, patio, stoep, balcony or similar area, then the Body Corporate will be responsible for the maintenance of such area.
- 11.9. If the Body Corporate is not raising an additional Exclusive Use Area levy on the Owner for the maintenance of the Exclusive Use Area garden, patio, stoep, balcony or similar area, then the Owner/Occupier will be responsible for the maintenance of such area.
- 11.10. Should any Owner/Occupier not comply with the contents of this Conduct Rule, the Trustees shall have the right to attend to and rectify the issue. The Owner will be responsible for all charges.

12. INTERIOR OF UNITS

- 12.1. An Owner/Occupier, save in the event of an emergency (in which case the Owner/Occupier must immediately inform the Trustees in writing), may not make or have made any alterations whatsoever to the electrical and plumbing installation, conduits, and connections inside the Section and on the Common Property save with the prior written consent of the Trustees and the written approval of the municipal authorities, if required.
- 12.2. Repairs and maintenance of whatsoever nature to the interior of an Owner's Section are the sole the responsibility of the Owner/Occupier of that Section.
- 12.3. The Owner is responsible for repairing and maintaining at the Owner's own expense:
 - 12.3.1 The interior of the Section;
 - 12.3.2 The exterior security gates bordering on the Common Property;
 - 12.3.3 The geyser/s;
 - 12.3.4 The water, electricity and gas reticulation systems situate in the Section which serve only that Owners Section (the Body Corporate is responsible for maintaining reticulation systems situate on the

Common Property and those situate in a Section which serve another Section/s);

- 12.3.5 Any leaks from the Owners Section causing any part of the Common Property or another Section or the surfaces of either to be damaged.

13. BUSINESS PRACTICES

- 13.1 The Owner/Occupier of a Section shall not without the prior written consent of the Trustees:
- 13.1.1 Run any business or industry whatsoever, for profit or otherwise, in the Section or on the Common Property;
 - 13.1.2 Place any sign, notice, or advertisement of any kind on any part of the Section or Common Property, so as to be visible from outside the Section in any direction;
 - 13.1.3 Conduct an auction or jumble sale in the Section or on the Common Property.
- 13.2 When seeking such consent, the Owner/Occupier must satisfy the Trustees as to the Owners/Occupiers compliance with the By-Laws.
- 13.3 Hawkers and door to door sales are strictly prohibited in the Complex.

14. CHILDREN AND ADOLESCENTS

- 14.1. Children and Adolescents include those of Owners/Occupiers, family members, invitees, employees, contractors and all persons attending the Complex and are subject to the Conduct Rules in the same way as Adults.
- 14.2. Children and Adolescents are prohibited from playing in the passageways, parking areas and driveways of the Common Property.
- 14.3. Children and Adolescents must be supervised and controlled at all times in order to avoid damage to the Common Property and inconvenience to other Owners/Occupiers.
- 14.4. Owners/Occupiers will, at all times, be held responsible for the behaviour of Children and Adolescents and for any loss or damage caused by such Children and Adolescents.

15. OVERCROWDING

- 15.1. The number of persons (including Children) who may occupy any Section or Exclusive Use area designated for residential purposes in the Complex shall be:
- 15.1.1. No more than 2 (two) persons in a studio Unit;
 - 15.1.2. No more than 2 (two) persons in a one-bedroom Unit;
 - 15.1.3. No more than 4 (four) persons in a two-bedroom Unit; and
 - 15.1.4. No more than 6 (six) persons in a three-bedroom Unit.
- 15.2. Domestic employees and other employees shall be allowed to sleep over in a Section, so long as the aforementioned clause is not breached.

16. COMPLEX STAFF

- 16.1. All Owners/Occupiers must at all times be polite and professional to the Complex staff and contractors and to the security personnel, if applicable. Should any Owner/Occupier have a problem with any such person executing their duties, such Owner/Occupier must contact the Trustees in writing through the Building Manager.
- 16.2. Complex staff may not be used during their working hours or whilst on duty to perform private tasks for an Owner/Occupier.
- 16.3. Owners/Occupiers may not borrow any monies whatsoever to the Complex staff.

17. DOMESTIC EMPLOYEES, OTHER EMPLOYEES, CONTRACTORS AND AGENTS

- 17.1. Owners/Occupiers must in accordance with the security protocols of the Complex, arrange access to the Complex for their domestic employees, other employees and their contractors and agents through the Building Manager.
- 17.2. Owners/Occupiers are responsible for the activities and conduct of their domestic employees, other employees and their contractors and agents.
- 17.3. Owners/Occupiers must provide a copy of these Conduct Rules to their domestic employees, other employees, contractors and agents and must ensure that such persons comply with and do not breach any of these Conduct Rules.
- 17.4. Owners shall be held responsible and liable for a breach of these Conduct Rules by domestic employees, other employees, contractors and agents as well as for

any damages caused to Common Property and property of other Owners/Occupiers (movable or immovable) by such person/s.

18. PARKING

- 18.1. Owners/Occupiers must park their vehicles in their allocated spaces and may not, except in cases of emergency, park in another Owner/Occupier's space or the visitors parking bays or on the pavements or in a manner that is a nuisance to other Owners/Occupiers.
- 18.2. Visitors must only park their vehicles in the designated visitor's parking bays. If applicable, contractors must only park their vehicles in the designated contractor's parking bays. Owners/Occupiers must ensure that such persons park within the demarcated lines.
- 18.3. Owners/Occupiers shall ensure that they do not, without the Trustees prior written consent:
 - 18.3.1 Park/stand any vehicle or permit or allow any vehicle to be parked or stood contrary to the terms set out in this Conduct Rule;
 - 18.3.2 Park/stand more than 1 (one) vehicle per space or parking bay;
 - 18.3.3 Use their parking space or bay to store any equipment or other items, other than vehicles;
 - 18.3.4 Park/stand any broken/unroadworthy/abandoned vehicle for a period exceeding 3 (three) days;
 - 18.3.5 Park any vehicle on the driveways inside the Complex;
 - 18.3.6 Park any vehicle in a manner as to interfere with other vehicles and pedestrians;
 - 18.3.7 Park any vehicle over areas demarcated by yellow lines or in front of fire hydrants;
 - 18.3.8 Park any vehicle in such a manner as to obstruct any passageways, roads or exits or entrances of the Complex, or a Section or any parking space or parking bay.
- 18.4. No trucks, caravans, trailers, boats or other heavy vehicles, weighing in excess of 2.5 tons, will be allowed on or to be parked on the Common Property without the prior written consent of the Trustees.
- 18.5. The parking of any and all vehicles in the Complex is subject to the strict condition that all vehicles are parked at the sole risk of the owner/driver of each vehicle and that no liability whatsoever shall fall upon the Body Corporate or its employees or agents for any damage or loss of whatsoever nature.

- 18.6. The Trustees may in their sole discretion in respect of any contravention of this Conduct Rule, 24 (twenty-four) hours after dispatch to the Owner/Occupier via email of a demand to comply, clamp or have clamped the wheels of such vehicle and/or impose a penalty on the Owner. The Body Corporate will not be responsible for any damages caused whatsoever.
- 18.7. An Owner/Occupier may not lease any parking space of any sorts, including a garage, to any other person other than to Owners/Occupiers.

19. ACCESS

- 19.1. Owners/Occupiers must register their vehicles which they enter with and have situate on the Complex premises via the Complexes Vehicle Registration Form, attached marked "E". Owners/Occupiers have 7 (seven) days within which to register a new vehicle with the Trustees.
- 19.2. Owners/Occupiers entering the Complex in vehicles other than those registered on the Complex's vehicle database are required to identify themselves to security before the vehicle is allowed to enter. The vehicle must be signed in, as if it is a visitor's vehicle, until that vehicle is registered on the database.
- 19.3. Any person not in possession of a valid garage entry card or front door key duly registered with the Building Manager and/or Managing Agent of the Complex will not be allowed access into the Complex, with the exception of any emergency services such as the fire, police and ambulance services.
- 19.4. Visitors must gain access to the Complex by way of the individual intercom system only.
- 19.5. The initial and replacement cost of any security cards, front door keys and/or garage access controls, will be determined by the Trustees and may vary from time to time.
- 19.6. Estate agents and potential owners/occupiers of Units will not be permitted unaccompanied by the unit owner into the Complex without prior clearance and notification of the Building Manager by such owner.
- 19.7. Contractors must sign in as such and must report to security and the Building Manager at the Complex, for all maintenance and refurbishment work which is to be done in a Unit or related to a Unit, including satellite dish installations which require supervised access to roof area.
- 19.8. No contractor or construction worker shall be allowed to sleep over in the Section or Exclusive Use Area concerned or be permitted in the Complex before

06h00am or after 19h00pm on any given day. If special circumstances arise, where an Owner/Occupier requires such person/s to be permitted in the Complex outside the aforementioned times and/or such person/s to sleep over, Owners/Occupiers must obtain prior written consent from the Trustees.

20. VEHICLES

- 20.1. The speed limit in the parking garages is 5 (five) kilometers per hour.
- 20.2. No tailgating is permitted. Damage to vehicles or entrance gates at the parking garages as a result of tailgating will be for the account of the Owner/Occupier of the related Unit.
- 20.3. No Owner/Occupier shall drive or allow to be driven any vehicle on the Common Property, in any manner that may be dangerous to any other person or property.
- 20.4. Persons without a valid driver's license are not permitted to drive any vehicle within the perimeter of the Complex.
- 20.5. Vehicles must enter and leave the Complex as quietly as possible. Loud music is not allowed in vehicles even if the windows are all closed.
- 20.6. Vehicles may not sound their hooters within the perimeter of the Complex other than in emergencies.
- 20.7. Owners/Occupiers shall ensure that their vehicles and the vehicles of their visitors do not drip oil or brake fluid onto or deface the surface of the parking bays or Common Property. If the Common Property becomes defaced, the Owner will be notified to repair the damage. Should the Owner fail to attend to such repairs, the Body Corporate may attend to such repairs. The Owner will be responsible for all charges.
- 20.8. Owners/Occupiers may not wash or clean vehicles on the Complex premises.
- 20.9. No Owner/Occupier shall be permitted to dismantle or effect repairs to any vehicle whether in their Section, Exclusive Use Area or on the Common Property.
- 20.10. Owners/Occupiers may not congregate in and/or around a vehicle/s situate in the Complex for longer periods of time necessary to board or exit the vehicle and may not consume alcohol in and/or around such vehicle/s and/or have loud music playing in and/or around such vehicles.
- 20.11. Consumption of alcohol and/or other narcotic substances by drivers and passengers while in motor vehicles within the Complex perimeter is strictly prohibited.

- 20.12. Neither Owners/Occupiers, nor any other person, will be allowed to reside or sleep in a vehicle, boat or any such similar apparatus parked anywhere on the Complex premises.

21. STORAGE OF FLAMMABLE MATERIAL, OTHER DANGEROUS ACTS AND FIRE RISKS

- 21.1. An Owner/Occupier shall not store any flammable or dangerous material, or do or permit to be done, any other dangerous act/s in the Complex which will place any person or property in danger or at risk and which may increase the rate of the premium payable by the Body Corporate on any insurance policy.
- 21.2. Fireworks are totally prohibited in the Sections, Exclusive Use Areas and on the Common Property.
- 21.3. No firearm, pellet gun, BB gun, paintball gun, slingshot, bow and arrow and similar items, may be used or discharged, nor may any stones or other objects be thrown or propelled, on the Common Property, Exclusive Use Areas or in the Sections.
- 21.4. No firearm shall be carried in a manner so as to be visible to other people and/or in contravention of the Firearms Control Act, which must be adhered to at all times.
- 21.5. Under no circumstances may Owners/Occupiers tamper with or have work done on any electrical apparatuses, which serve the Common Property and any electrical faults detected on the Common Property must immediately be reported in writing to the Trustees.
- 21.6. Electrical and Gas Apparatus in the Sections, e.g., stoves, lights, heaters, etc. and other household appliances must be checked and maintained regularly by the Owner/Occupier and when necessary, repaired by a registered technician. Appliances must be used only under adult supervision. Current regulatory certificates must at all times be in place for all such installations and appliances requiring same, which must be provided to the Trustees on request.
- 21.7. No Owner/Occupier of a Section shall allow any form of fire inside his Section or on the Common Property, unless the fire is made in an apparatus expressly designed for such purpose and is under constant Adult supervision.

- 21.8. No braais on open balconies are permitted.
- 21.9. For fire safety purposes, it is strictly prohibited to throw cigarette stubs in the Section or on the Common Property.
- 21.10. All flammable liquids are to be kept in a locked cupboard out of the reach of Children and Adolescents.

22. ERADICATION OF PESTS

- 22.1. An Owner/Occupier shall keep his Section free of ants, cockroaches and other pests and shall permit the Trustees, and their duly authorised agents 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. The charges for the inspection and eradicating any such pests, as may be found within the Section and repairs and replacements to any part of the Section, which may be damaged by any such pests shall be the responsibility of the Owner/Occupier of the Section concerned.
- 22.2. Owners/Occupiers may not feed any pests such as pigeons, etc.

23. UPS BATTERY SYSTEMS

- 23.1. Owners/Occupiers are permitted to install, use and store UPS battery systems for and in their Sections and/or Exclusive Use Areas, so long as the prior written consent is received from the Trustees and so long as the prevailing law is complied with in full.
- 23.2. The installation of the UPS battery system, all upgrades and all subsequent maintenance and repairs and the removal thereof must be carried out by an electrician registered with ECASA (Electrical Contractors Association of South Africa) and the electrician must supply the Owner/Occupier with a certificate of compliance, which must be supplied to the Trustees on any and all of the aforementioned events occurring.
- 23.3. The Owner/Occupier shall be fully responsible for the installation, repair, and maintenance and removal of the UPS battery systems and shall ensure that all wiring is concealed and not visible from outside the Section.
- 23.4. Should the Trustees require expert advice to consider the Owners/Occupiers application, or at any time for any reason whatsoever, the charges for such expert advice will be for the Owners account.
- 23.5. Should any Owner/Occupier, prior to the passing and certification of this rule, have an existing UPS battery systems, such Owner/Occupier shall have to re-

apply to the Trustees for written consent in accordance with this Conduct Rule and failing consent being granted, will have the UPS battery systems un-installed and removed by a registered electrician and will supply proof thereof from the electrician together with a certificate of compliance.

- 23.6. An Owner/Occupier who has received consent and who has installed a UPS battery system, must ensure that all changes to the prevailing law in respect of the UPS battery systems are promptly complied with and must on the written request of the Trustees, provide proof of such compliance.

24. GENERATORS

- 24.1. Owners/Occupiers are not permitted to install, store and use a generator for their Sections and/or Exclusive Use Areas.

25. FIRE EXTINGUISHERS AND HYDRANTS

- 25.1. No Owner/Occupier shall tamper or allow to be tampered with any firefighting equipment on the Common Property, nor shall they park or allow to be parked any vehicle so as to obstruct access to any firefighting equipment on the Common Property.
- 25.2. No fire extinguisher, fire hose or similar device on the Common Property shall be used for any other purpose except for emergency purposes and shall not be used for washing of motor vehicles, watering of gardens or any other unauthorized purposes.
- 25.3. It is recommended that all Owners/Occupiers acquire and keep in an accessible place in their Section a functional fire extinguisher.

26. LAUNDRY

- 26.1. An Owner/Occupier shall not erect washing lines, on any part of the Section or Common Property, without prior written consent from the Trustees.
- 26.2. An Owner/Occupier shall not hang any washing or laundry or any other items on any part of the Section or Common Property so as to be visible from another Section or from outside the Complex.
- 26.3. An Owner/Occupier shall make use of the drying area on the roof at their own risk.
- 26.4. An Owner/Occupier shall ensure that any washing or laundry or any other items hung out to dry does not drip and/or cause damage to another Section or

Common Property, Such Owner/Occupier shall be held liable for any damage caused to another Section or Common Property by the dripping from their washing.

27. NOISE AND NUISANCE

- 27.1. The Owner/Occupier must ensure that they and any person attending their Section and the Complex at their behest, do not behave in a way likely to interfere with other Owners/Occupiers peaceful enjoyment of their Section or the Common Property.
- 27.2. Speakers, car-radio's, television sets and musical instruments and similar devices as well as lawnmowers, garden and power tools and similar devices shall not be used in such a way as to cause an unreasonable disturbance or annoyance to any Owner/Occupier.
- 27.3. Work relating to maintenance and alterations and renovations may only be carried out on Monday to Friday from 08h00am to 17h00pm and on Saturdays from 08h00am to 16h00pm. Any work of such nature cannot be carried out on Sundays and public holidays.
- 27.4. Noise that can be heard outside of a Unit will constitute an unreasonable disturbance.
- 27.5. Reasonable quiet must be maintained between 21:00pm and 07:00am every day, save that on Friday and Saturday and the evenings before public holidays reasonable quiet must be maintained from 22:00pm and on the mornings of Saturdays, Sundays and public holidays reasonable quiet must be maintained until 09:00am.
- 27.6. Owners/Occupiers must give reasonable written notice to their neighbours if they are going to hold parties in their Unit. The noise level of parties must not cause any disturbances to the other Owners/Occupiers and if any complaint is received, the level of noise must be reduced to an acceptable level.

28. SECURITY

- 28.1. Owners/Occupiers are obliged to co-operate with and to adhere to any protocols laid down by the Trustees in respect of the entry and exit from and to and in respect of the security of the Complex. Right of admission to the Complex is reserved.
- 28.2. All Owners/Occupiers must acquaint their family members, invitees, employees, contractors and all persons attending the Complex at their instance with all security rules and protocols.
- 28.3. Owners/Occupiers must ensure that the front door of the Complex as well as the

security doors leading into the parking areas are kept locked at all times when not in use.

- 28.4. Where an Owner/Occupier has an alarm fitted in their Section, such alarm must be non-audible and no cabling or apparatuses must be fitted to the Common Property, without the prior written consent of the Trustees.
- 28.5. No Owner/Occupier may in any way whatsoever interfere with or give instructions to any security personnel on duty at the Complex.
- 28.6. All breaches of security, crimes, suspicious persons and suspicious behavior must be reported in person immediately to the security personnel on duty, if any and to the Building Manager in writing.

29. SEWERS AND WASTE PIPES

- 29.1. Any blockage in sewers or waste pipes situate in an Owners/Occupiers Section which serve only that Section will be the responsibility of the Owner of the Section concerned who shall bear the charges for clearing the blockage.
- 29.2. The Body Corporate will be responsible for sewer and waste pipes situated on the Common Property as well as those situate in a Section which serve another Unit.
- 29.3. If an Owner/Occupier's actions are the cause of blockages or repairs needed to sewers or waste pipes which serve more than one Section, then such Owner/Occupier will be responsible for the charges of such repairs.
- 29.4. Foreign objects such as nappies, newspaper, sanitary towels, toys, etc. must not be flushed down toilets.

30. ELECTRICITY AND WATER

- 30.1. The Body Corporate is entitled to obtain a court order to limit or terminate the electricity and/or gas and/or water supply to a Section in the event of there being any unpaid electricity, gas and/or water amounts whatsoever on the account of the Owner. The Owner will be liable for the legal costs for obtaining the order, as agreed or taxed.
- 30.2. Owners are permitted to install at own cost, prepaid electricity meters for own use or for managing tenant costs.
- 30.3. Prepaid electricity meters will be installed where Owners default on levy payments as a cost containment strategy. The costs for such installation will be recovered from the defaulting Owner through the levy payments.

- 30.4. Owners under these circumstances agree that they will nominate the Body Corporate to be the party contracted with prepaid meter company, on their behalf, as this system is still part of the overall billing from the City of Joburg for Juno Ridge and is not a direct connection of the Unit to the Municipal payment system.

31. RITUALS AND CULTURAL SLAUGHTERING OF ANIMALS

- 31.1. Owners/Occupiers are not allowed to carry out the cultural and/or ritual slaughtering of animals in/on any part of the property.

32. ACTIVITIES ON THE COMMON PROPERTY

- 32.1. Acceptable standards of dress must be maintained by all Owners/Occupiers, visitors and employees on the Common Property.
- 32.2. The consumption and/or sale of alcohol is prohibited on Common Property and drunken or disorderly conduct on the Common Property is not permitted. An Owner/Occupier who is intoxicated or under the influence of drugs or who has an illegal/immoral intent, will not be permitted on the Common Property.
- 32.3. No parties or gatherings, including weddings, funerals, etc. may be held on the Common Property at any time unless with the prior written consent of the Trustees.
- 32.4. Urinating on the Common Property is not permitted and no sexual acts or acts of public indecency may be conducted on the Common Property.
- 32.5. No loitering, sleeping, smoking, vaping or consumption of alcohol will be permitted on the Common Property.
- 32.6. No Owner/Occupier, their visitors, contractors, employees and/or any other person is permitted to reside in any vehicle, trailer, caravan or the like, or in a garage or carport or the like, or any part of the Common Property.
- 32.7. No person shall sit on or jump over balconies, walls, gates or such similar parts of the Complex or tamper with fire equipment, Section numbers, signage, nameplates, plants, climb on walls and fixtures and fittings like carports, gates and roofs or play with taps on the Common Property.
- 32.8. No hobbies or activities may be conducted on the Common Property if they will cause a nuisance or undue noise to other Owners/Occupiers.
- 32.9. No drones may be flown from the Unit, Exclusive Use Areas and Common Property of the Complex.

- 32.10. It is not permitted to cycle, roller-skate, ride skateboards or hover boards or other items of the sort or play games and neither to picnic or braai, etc. on the driveways, parking areas and/or passageways of the Common Property.
- 32.11. Bicycles, roller-skates, skateboards or the like may not be left on any part of the Common Property.
- 32.12. No advertisements or publicity material may be exhibited or distributed on the Common Property without the prior written consent of the Trustees first having been obtained.
- 32.13. If any Owner/Occupier, their family member, employee, visitor, contractor or any other associated persons, causes any damage to the Common Property, the Owner/Occupier will be liable for such damage and will have to repair such damage within a reasonable time, alternatively, the Body Corporate will repair such damage and recover the charges thereof from the Owner.
- 32.14. The Owner/Occupier must not obstruct the lawful use of the Common Property by any other person.
- 32.15. Owners/Occupiers may not on an Exclusive Use Area or Common Property without the prior written consent of the Trustees:
 - 32.15.1 Erect any type of fence or wall of any sorts;
 - 32.15.2 Construct or place any structure or building improvement;
 - 32.15.3 Install any lighting or lighting apparatus;
 - 32.15.4 Install any air-conditioning units and/or apparatuses.

33. USE OF CANNIBIS AND OTHER ILLEGAL SUBSTANCES

- 33.1. Cannabis may be grown and used only in an Owner/Occupiers Unit. The growing and/or use of Cannabis on Common Property is strictly prohibited.
- 33.2. An Owner/Occupier who uses Cannabis in their Section must take steps to avoid the aroma from reaching other Sections so as to not cause a nuisance to other Owners/Occupiers.
- 33.3. Any person that becomes aware of any Owner/Occupier that has acted in contravention of this Conduct Rule must report such person to the Managing Agent in writing.
- 33.4. The use, growing, manufacture and/or sale of illegal substances by an Owner/Occupier or their family, employee, or visitor strictly prohibited.
- 33.5. The necessary legal action will be immediately instituted by the Body Corporate

against any party found in contravention of this Conduct Rule.

34. CONTRAVENTION OF RULES AND PENALTIES

34.1 In the event of:

34.1.1 Annoyance, nuisance or complaints occurring between Owners/Occupiers; or

34.1.2 An Owner/Occupier's behaviour, in the opinion of the Trustees constituting a nuisance, danger, harassment or intimidation or if abusive, foul or threatening language or behaviour is directed to any other person in the Complex; or

34.1.3 An Owner/Occupier or any other person contravening the Rules or the Act or any other Legislation or By-Law;

Then in such event:

34.1.4 An attempt must be made, with consideration and tolerance, by all the parties to resolve the dispute;

34.1.5 If the dispute is not resolved, the Trustees must dispatch at least 2 (two) written warnings to the Owners/Occupiers stating that if the occurrence, behaviour or contravention continues, a penalty/penalties in the amounts set out below will be imposed on the Owner;

34.1.6 Should the contravention still continue, then the Trustees may refer the dispute to their chosen attorney and/or to the CSOS. The Owner/Occupier concerned will be liable for the applicable legal costs, as agreed or taxed.

34.1.7 The Owners may at a general meeting from time to time, resolve to update the below amounts of the "initial" and "subsequent" penalties. The current applicable transgressions and the associated penalties appear below.

34.1.8 Any penalty imposed will be debited immediately to the levy statement of the Owner, which the Owner consents to and shall be payable by the Owner on presentation of his monthly levy statement.

34.1.9 Any single penalty may not be greater than 50% (fifty percent) of 1 (one) month's levy or such other maximum percentage as the CSOS shall allow.

34.1.10 The Trustees may impose the below penalties. All subsequent offences after offence 3 will continue to attract the same penalty per offence, as offence 3.

34.1.11 As an alternative to the current penalties below, or as updated, the Trustees may impose penalties of up to 50% (fifty percent) of the monthly levy per incident and/or 20% (twenty percent) per day in respect of continuing contraventions on any Owner who is or whose Occupier continues to be in contravention.

Rule	Offence1	Offence 2	Offence 3
Any transgression of these Conduct Rules or the Act – Security related	50% of Levy	50% of Levy	50% of Levy
Any transgression of these Conduct Rules or the Act - Nuisance/disturbing the peace	25% of Levy	50% of Levy	50% of Levy
Any transgression of these Conduct Rules or the Act - Use and sale of alcoholic beverages and other illegal substances on Common Property	50% of Levy	50% of Levy	50% of Levy
Any transgression of these Conduct Rules or the Act – Alterations and renovations	50% of Levy	50% of Levy	50% of Levy
Any other transgression of these Conduct Rules or the Act	25% of Levy	25% of Levy	50% of Levy

35. DISASTER MANAGEMENT

- 35.1 Should at any time, a State of Disaster be declared in terms of the Disaster Management Act or similar legislation and/or should any extenuating circumstances materialize in the Country, Province or Municipality, whereby Legislation is evoked and/or Regulations gazetted, altering and governing the actions of citizens for a certain period of time, then and in such event:
- 35.1.1 All Owners/Occupiers shall abide by the additional applicable Legislation and/or Regulations;
- 35.1.2 If the Legislation and/or Regulation's prevent or limit the use and enjoyment of certain parts of the Common Property, then the Owner/Occupier shall abide by and not use and enjoy such parts of the Common Property or limit such use, for such period of time;
- 35.1.3 If the Legislation and/or Regulation's prevent the Owner/Occupier from having their employees attend at the Unit or from having visitors, then the Owner/Occupier shall abide by such Legislation and/or Regulations and not have such employees and such visitors;
- 35.1.4 In the event of there being doubt as to what parts of the Common Property can be used and enjoyed and at what times and/or whether the Owner/Occupier may have employees and visitors or any other doubt as to what activities can or cannot be done in the Units, Common Property or the Complex as per the Legislation and/or

Regulations, then and in such event, the Owners/Occupiers shall be bound by the decision taken by the Trustees, as to what can and cannot be done in the Sections, Common Property and Complex, which shall if deemed necessary, in the sole discretion of the Trustees, be founded on a legal opinion provided to the Body Corporate.

36. INSURANCE

- 36.1 Notwithstanding the existence of a valid insurance policy effected by the Body Corporate, an Owner may obtain an insurance policy in respect of any potential damage to his Section arising from risks not covered by the policy effected by the Body Corporate.
- 36.2 All insurance claims related to the buildings, Sections, Exclusive Use Areas, Common Property and improvements thereon are to be handled solely through the Trustees and Managing Agent.
- 36.3 Any damage to a Section that is subject to a possible insurance claim must be reported to the Managing Agent in writing immediately and at the latest within 24 (twenty-four) hours of the event having occurred.
- 36.4 Should an Owner/Occupier fail to report the claim within 24 (twenty-four) hours or within the time for the claim to be lodged, the Owner/Occupier will be responsible for the total charges of the repairs.
- 36.5 It is the Owner's responsibility to take all reasonable precautions to prevent loss, damage and/or destruction to his Section and the Common Property.
- 36.6 The Body Corporate insurance policy does NOT cover the personal belongings of Owners/Occupiers who are strongly advised to keep the contents of their Section and Exclusive use Area adequately insured in the event of fire, theft, power outages/surges or any other unforeseen eventuality.
- 36.7 Any insurance excess payable in respect of an insurance claim submitted to the Body Corporate's insurer i.e., a geyser claim, shall be settled in full by the Owner on presentment of the levy statement bearing such charge.

37. PAYMENT OF LEVIES

- 37.1 Payment in full for each month of levies (and special levies), electricity, water, administration charges, interest charges and any other charges lawfully debited to the Owners account, must be received by the Managing Agents by the 1st (first) of

the month and cannot be withheld by the Owner for any reason whatsoever.

37.2 In the event of non-payment by the 1st (first) day of the month, interest compounded monthly shall be charged on the entire outstanding balance at the applicable interest rate determined by the Trustees.

37.3 Non-receipt of a levy statement does not excuse the Owner from payment.

37.4 Should the monthly levy be outstanding for 1 (one) month or more, the Owner consents to administrative charges of the Managing Agent related to the issuing of late payment notification letters and other attendances being debited to his levy statement.

38. INDEMNITY, LOSS & DAMAGE

38.1 The Body Corporate, its Trustees, employees, contractors and agents, the Managing Agent and its employees, and all other persons will not be liable for any claim by any person for death, injury, sickness, loss or damage of whatsoever nature (including consequential damage) which may be sustained directly or indirectly, from any cause whatsoever, including but not limited to from an infectious disease, whether at the entrance of, at the boundaries of and on the entire Complex premises, including the Sections and Exclusive Use Areas, and/or from any person thereon or the use of any amenities thereon, by any Owner, Occupier, their family members, employees, visitors, contractors or other persons, including but not limited to, from any negligent act and/or omission on the part of the Body Corporate, its trustees, employees, contractors, agents, the Managing Agent and its employees and other persons.

38.2 Owners/Occupiers and all persons entering the Complex and/or using any of the amenities on the Complex premises agree to the above and do so entirely at their own risk.

38.3 It is the duty of the Owner/Occupier to inform their family members, employees, visitors, contractors and all other persons attending at the Complex premises of the contents of this entire part of the Conduct Rules and that their entering the Complex premises is subject to their agreement to the contents of this entire part of the Conduct Rules.

38.4 The Body Corporate, its agents and employees will not be responsible in any manner whatsoever for the receipt or non-receipt and the delivery or non-delivery of goods, postal matter or any other property.

39. PROTECTION OF PERSONAL INFORMATION ACT, 2013 (POPIA) AND

PROMOTION OF ACCESS TO INFORMATION ACT, 2000, AS AMENDED
(PAIA)

- 39.1 The Body Corporate is a “*Private Body*” and “*Responsible Party*” as defined in the POPIA and the PAIA. In this rule, capitalized italicized words have the meaning attributed to them in the POPIA and the PAIA and *Personal Information* includes the video footage of CCTV cameras installed by the Body Corporate.
- 39.2 The Body Corporate is obligated to ensure that it complies with the POPIA and the PAIA when *Processing, Personal Information* of Owners/Occupiers, their employees and other *Data Subjects* and when receiving requests for information.
- 39.3 For purposes of the POPIA, the Owners expressly consent to the *Processing* of their *Personal Information* by the Body Corporate.
- 39.4 Every Owner shall obtain and will be deemed by the Body Corporate to have obtained, and will at all times have in place, the written consent of their Occupiers and employees (such consent to be provided in the lease/employment contract/s or other signed document, as applicable), for the Body Corporate to *Process* the Occupiers and employees *Personal Information*.
- 39.5 If applicable, every Owner/Occupier and their employees shall be required to sign a consent form for the Body Corporate/Service Provider to *Process* their biometric information enabling them to have access to the Complex, failing which they will not be enabled to access the Complex via the biometric system.
- 39.6 Each Owner/Occupier shall be required to fulfill the applicable terms of the Body Corporate, before being provided with *Personal Information* of the Body Corporate and/or Owners/Occupiers and/or other *Data Subjects* and to sign a non-disclosure agreement and any other documents, deemed necessary by the Body Corporate, in its sole discretion. Each Owner/Occupier will also be required to reasonably satisfy the Body Corporate in writing, that the Owner/Occupier has in place the necessary measures, to comply with Section 19 of the POPIA – Security Measures.
- 39.7 Each Owner/Occupier shall ensure, that if they lawfully come into possession of any *Personal Information* of the Body Corporate and/or Owners/Occupiers and/or other *Data Subjects*, that they comply with the POPIA and the 8 conditions in Chapter 3 of the POPIA, in respect of *Processing* the *Personal Information* and that they will take the appropriate steps set out in the POPIA to protect the *Personal Information*, will not disseminate it and will destroy/de-identify it, when no longer authorized to retain it or when the purpose for which it was provided has been fulfilled. On request by the Body Corporate, each Owner/Occupier shall within 7 (seven) days, reasonably satisfy the Body Corporate in writing, of compliance with this rule.

40. **EXCLUSIVE USE AREA**

40.1 The Owner of a Section shall, in terms of Section 10 (7) of the Sectional Titles Schemes Management Act, as amended ("the Act") be entitled to the exclusive use and enjoyment of such parts of the Common Property as provided for on Ground Floor Units of the Complex.

40.2 Every Owner of a Section enjoying the exclusive use of a part of the Common Property shall be responsible for and shall pay such additional levy as may be determined by the Trustees from time to time, as may be necessary to cover the charges for the maintenance, insurance, electricity and rates and taxes of such Exclusive Use Area.

40.3 No Owner shall sell his related Section without simultaneously selling the Exclusive Use Area linked to his Section. An Owner may only sell his Exclusive Use Area to the purchaser of his Section or to an existing Owner of a Section in the Scheme. If an Owner sells his Exclusive Use Area to an existing Owner of a Section in the Scheme, the indication list above and layout plan attached to these rules has to be amended appropriately.

41. **DIVISIBILITY AND INDULGENCES**

41.1. Notwithstanding the manner in which the clauses in these Conduct Rules have been grouped together or linked, each of them constitutes a separate and independent Conduct Rule, severable from the other clauses in regard to all aspects thereof. Should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be of full force and effect.

41.2. Any indulgences or allowance permitted to any Owner/Occupier in terms of contraventions of these Conduct Rules shall not prejudice the rights of the Body Corporate in enforcing these Conduct Rules.

42. **ANNEXURES**

Annexure “A”

Complex’s Selling and Leasing Form (Conduct Rule 4)

(To be lodged with the Trustees 7 (seven) days prior to the Owner instructing a Property Practitioner to sell/lease the Unit)

Owner	
Full name	
Identity number	
Unit number	
Cell phone number(s)	
Email address	

Property Practitioner instructed to sell or lease the Unit		
☐ Sell ☐ Lease		
Property Practitioner Company	Property Practitioner Name	Cell and Email
1.		
2.		
3.		
4.		

Times of Unit showhouses and viewing	
Day of the week	Time
1.	
2.	
3.	
4.	
5.	

Please initial to confirm your acceptance	Initial
I have read and agree to comply with the Conduct Rules of the Complex.	
I have read and agree to comply with the Conduct Rules in regard to Selling and Leasing.	
I have provided a copy of the Conduct Rules to each of the above-mentioned Property Practitioner(s) to familiarize themselves with and to provide to potential purchasers/lessees	

Signature

Date

<u>TRUSTEES APPROVAL</u>			
Trustees' Conditions imposed			
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
		Date	

Annexure “B”

Complex’s Movement and Occupancy Form (Conduct Rule 6)

(To be lodged with the Trustees within 7 (seven) days of occupying the Complex)

OWNER ☐	OCCUPIER ☐	
Full name		
Identity number		
Unit number		
Date of occupation		
Cellphone number/work number		
Email address		

Names, Ages, ID Numbers of all Occupiers, including Domestic Employees		
Full Names	Age	ID Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Please initial to confirm your acceptance	Initial
I have read and agree to comply with the Conduct Rules of the Complex.	
I have read and agree to comply with the Conduct Rules in regard to the Complex’s movement and occupancy.	
I will ensure that my family members, invitees, employees, contractors and all persons attending at my Section comply with the Conduct Rules of the Complex.	

Signature

Date

Annexure “C”
Complex’s Pet Application Form (Conduct Rule 7)

OWNER ☐	OCCUPIER ☐	
Full name		
Identity number		
Unit number		
Cellphone number/work number		
Email address		
Number of pets		

PET 1	Name and Gender	
	Pet Type and Breed	
	Neutered/Spayed	
	Age and Colour	
	Vaccinations up to date and name of Veterinary Clinic	
PET 2	Name and Gender	
	Pet Type and Breed	
	Neutered/Spayed	
	Age and Colour	
	Vaccinations up to date and name of Veterinary Clinic	
PET 3	Name and Gender	
	Pet Type and Breed	

	Neutered/Spayed	
	Age and Colour	
	Vaccinations up to date and name of Veterinary Clinic	
Please initial to confirm your acceptance		Initial
I have read and agree to comply with the Conduct Rules of the Complex.		
I agree to and will comply with the Conduct Rules of the Complex in full and specifically in regard to Pets		
I acknowledge that this approval can be withdrawn.		

Signature

Date

TRUSTEES APPROVAL			
Trustees' Conditions imposed			
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
		Date	

WITHDRAWAL OF TRUSTEES APPROVAL	
Reason for withdrawal of approval	

Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
Signed		Trustee Name	
		Date	

Annexure “D”

Complex’s Vehicle Registration Form (Conduct Rule 19)

(To be lodged with the Trustees within 7 (seven) days of acquiring new vehicle)

OWNER ☐	
OCCUPIER ☐	
Full Name	
Identity number	
Unit number	
Date of occupation	
Cellphone number	
Email address	

Vehicle 1	Make:	Model:
	Colour:	Reg number:
Vehicle 2	Make:	Model:
	Colour:	Reg number:
Vehicle 3	Make:	Model:
	Colour:	Reg number:
Vehicle 4	Make:	Model:
	Colour:	Reg number:
Please initial to confirm your acceptance		Initial
I have read and agree to comply with the Conduct Rules of the Complex.		
I agree to and will comply with the Conduct Rules in regard to Vehicles, Access and Parking at the Complex.		

Signature

Date