

# **DRAFT CONDUCT RULES** **(Subject to CSOS approval)**

Annexure 2 of the Sectional Title Schemes Management Act No.8 of 2011

For the Control, Management, Administration,  
Use and Enjoyment of Sections and the Common Property of

## **LA VIGNIA ESTATE**

Sectional Title Scheme

1. It shall be the duty of the owner to ensure that the occupier of his section or the visitors, employees, family members and lessee comply with the Conduct Rules.
2. Should any contraventions or damage be caused by any person referred to in (1) above, the owner shall be liable to pay the said damages or the administration fee and penalties incurred.
3. Should any owner fail to pay his levies monthly in advance, the owner shall be liable to pay the said additional charges incurred by the Managing Agent for reminder notices and detail ledger provided for attorneys to recover the outstanding debt.

### **GUIDELINES**

1. The trustees shall from time to time prepare and revise Guidelines to control all aspects of the appearance of the buildings and structures on the premises, including any alterations or additions.
2. At every subsequent annual general meeting any amendment proposed by the trustees shall be tabled for consideration and approval by the members by ordinary resolution.

### **PURPOSE OF THE RULES**

These Rules have been promulgated in order to promote harmonious and peaceful relations at the Scheme, as far as possible making it pleasant for all owners and occupants to live there.

#### **1. ANIMAL, REPTILES AND BIRDS**

- 1.1 Reptiles are NOT permitted within sections and or the complex boundaries.
- 1.2 NO pets may be kept by any of the members of the scheme, except as herein provided for.

- 1.3 Purchasers of Units in the Scheme may keep cats and dogs.
- 1.4 A combination of 3 cats and/or dogs per residential Unit are allowed, but not more than two per specie.
- 1.5 All animals need to be spayed or neutered. A certificate from a veterinarian is required before permission will be granted.
- 1.6 All cats must wear a tagged collar. (Nametag with contact details of the owner(s).
- 1.7 Only small dogs will be allowed on the following conditions:
  - a) All dogs must wear a tagged collar (Name tag with contact details of the owner/s).
  - b) No fully grown dog, taller than 40 (forty) cm, will be allowed. (Measured from the ground to the middle of the back).
  - c) The following dogs are not allowed:
    - Bull dogs, Bull Mastiffs, German Shepherds, Dobermans, Bull Terriers, Labradors and Huskies.
- 1.8 All dogs, when entering the common property, will be leashed at all times.
- 1.9 Should a pet foul the common property or any exclusive use area, the owner of the pet concerned is required to remove the excrement and dispose of it in a hygienic manner.
- 1.10 Pets should not be a nuisance to other residents. Should a pet become a nuisance, the trustees reserve the right to have such pet removed from the premises should the owner not do so on request.
- 1.11 An owner may keep birds capable of being caged in a hand-held cage or holder, within a section. Should a bird be a nuisance to fellow residents, the trustees reserve the right to ask the owner(s)/residents to remove the bird(s) from the premises of the complex.
- 1.12 **Process of obtaining permission:** A formal application form must be obtained from the office of the Managing Agents. The completed application must be returned to the Managing Agents for consideration by the trustees. The trustees' decision is final and will not be negotiable.
- 1.13 Should the trustees give permission, such permission may be withdrawn in the event of any breach of any condition prescribed in terms of sub-rule (1.3, 1.4, 1.5, 1.6, 1.7, 1.8 & 1.9).

## 2 REFUSE DISPOSAL

- 2.1 An owner or occupant of a section shall maintain, in a hygienic and dry condition, all areas in the relevant section or of the common property allocated for refuse disposal. Refuse is to be placed in the areas designated for refuse disposal and nowhere else.
- 2.2 All refuse is to be securely wrapped in refuse bags and discarded in the black refuse bins as provided and, in the case of tins and other containers, completely drained before being placed in the areas allocated for refuse disposal.
- 2.3 Receptacles (black bins) may not be used for any other purposes than that of storage refuse.
- 2.4 No building rubble or any soil or ground of whatever nature may be disposed of into the receptacles.
- 2.5 An owner or occupier shall not dispose any refuse that the municipality will not remove.

- 2.6 An owner or occupant shall not be allowed any refuse of whatever nature to remain or being disposed of on any other part of the common property, except designated areas.

### **3. VEHICLES**

- 3.1 No owner or occupant shall park or stand any vehicle (including boats, motorcycles, caravans and trailers of any kind) on the common property (including visitors parking bays) in any place other than the garages or parking bays provided at the Scheme and parking bays specifically allocated to a section.
- 3.2 Owners and occupants shall ensure that their vehicles and vehicles of their visitors and guests do not drip oil and brake fluid on the common property or in any way deface the common property.
- 3.3 No owner or occupant shall be permitted to dismantle or affect major repairs to a vehicle on any portion of the common property or exclusive use areas.
- 3.4 The Trustees shall have the power to impose a fine in the form of a penalty, at the risk and expense of the owner of the Unit and the owner of the vehicle concerned, any vehicle parked contrary to these Rules or in any other way contravening these, Rules. In addition, the Trustees may, at the expense of the owner concerned, arrange to have cleaned any oil or other spills.
- 3.5 An owner or occupant of a section must ensure that neither he nor she or any of his visitors or guests drive in such a way which may cause possible harm or damage or cause excessive noise (radio or exhaust system).
- 3.6 Heavy vehicles, boats, caravans, trailers, damaged vehicles or the like may not be parked in the parking bays or common property (including visitors parking bays) without the consent of the trustees.
- 3.7 Vehicles may only be washed in areas designated by the trustees from time to time, should there be such areas.
- 3.8 The speed limit within the boundary of the estate is 20km
- 3.9 Visitors parking is only for visitors

### **4. DAMAGE OR ALTERATIONS TO THE COMMON PROPERTY**

- 4.1 No structural alterations of any nature to the common property of the Sections may be made without the written consent of the Trustees first being obtained.
- 4.2 The Trustees shall have the power, at the risk and expenses of the owner or occupant concerned, to arrange for the removal or repair, as the case may be, of any alterations of whatever nature, made contrary to these Rules.
- 4.3 The installation of shade net covering on an open parking bay will only be permitted with the written approval of the body corporate and municipality.
- 4.4 No owner or occupant of a section may mark, paint, drive nails, screws or the like into or otherwise damage or alter any part of the common property without first obtaining the written consent of the Trustees. This prohibition is wide enough to cover items such as air conditioners that are often attached to common property by owners without the permission of the Trustees.
- 4.5 The Trustees may in writing approve the nature, design and manner of installation of any locking device, safety gate, burglar bars or other safety device designed to protect a section or any screen or other device designed to prevent the entry of animals or insect into a section. If they do so, an owner or any person authorised by him may install that device on the common property adjacent to his section.

4.6 Subject to written approval from the Trustees (except in instances where the Developer granted approval for similar improvements before establishment of the Body Corporate) the owner may install:

- 4.6.1 strip type burglar bars. These must be fitted horizontally, to the inside of opening windows and must be of the same material and colour as the window frame -2 to 3 slates per opening.
- 4.6.2 retractable / expanding galvanized steel type safety gates epoxy coated charcoal to the inside of sliding doors.
- 4.6.3 retractable / expanding galvanized steel type safety gate epoxy coated charcoal to access doors of the dwelling.

4.7 To ensure conformity the trustees reserve the right to request the owner to make use of a specific manufacturer to affect the improvements referred to in clause 4.5 and the owner will not have the right to remove these improvements in the event the property is sold.

4.8 No enclosure of any patios /stoeps will be allowed without prior approval of the trustees and must be done according to the pre-approved architectural guidelines.

## **5. APPEARANCE FROM THE OUTSIDE**

5.1 The owner or occupant of a Section shall not place or do anything on any part of the common property, including balconies, stoeps, patios and gardens which in the absolute discretion of the Trustees, is aesthetically displeasing when viewed from the outside of the Section.

5.2 The Trustees shall have the power, in addition to arranging for the summary removal of all offending items, to impose fines and exercise other remedies set out hereunder.

5.3 Owners and occupants shall ensure that sections are provided with adequate manufactured curtaining or blinds at all times and within 7 days of taking occupation. All blinds and curtains, when viewed from the outside, must be of neutral colour acceptable to the Trustees.

5.4 No items or washing may be hung over walls, in windows, in corridors, on balconies or any party of the common property so as to be visible to the public or other occupants.

5.5 When installing an air-conditioning unit, the compressor should be on ground level and the cabling in a square conduit sleeve that should be matching the colour of the outside of the building.

5.6 No additional solar panels can be installed on the common area and no generators will be allowed.

## **6. SIGNS AND NOTICES**

6.1 No owner or occupant of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a Section so as to be visible from outside the section without the written consent of the Trustees first being obtained.

6.2 The Trustees shall have the power, in addition to arranging for the summary removal of the offending signs, notices, billboards and advertisements, as the case may be, to impose fines and exercise other remedies as set out hereunder.

6.3 Security company signs may only be displayed inside the Section and only inside one window.

6.4 An estate agent is permitted to show on Saturdays or Sundays, subject to the following conditions:

6.4.1 Signage is allowed on show days to clearly demarcate the Section being sold.

6.4.2 The signage may be set up on the day of the show from 12h00.

6.4.3 The signage must be removed immediately after the show day ends and no later than 18h00 on the same day.

6.4.4 The Trustees reserve the right to remove any signage that does not conform to these Conduct Rules.

## **7. LITTERING**

7.1 No owner or occupant of a section may deposit or throw any rubbish (including dirt, cigarette butts, food scraps or any other litter whatsoever) onto any part of the common property, nor may he/she allow any other person to do so.

7.2 An owner or occupant shall remove all items when clearing his post box and shall dispose of any unwanted items.

## **8. LAUNDRY**

8.1 An owner or occupant of a Section shall not, without the written consent of the Trustees, erect their own washing lines or hang any washing or laundry or any other items on any part of the buildings, exclusive use areas or the common property that should be visible from outside the buildings or from any other Sections.

8.2 Washing shall not be placed on the stoeps/walkways or in windows.

8.3 The Trustees shall have the power to arrange for the summary removal of any offending items and to impose fines or exercise other remedies as set out hereunder.

8.4 The Trustee and the Body Corporate will not be responsible for any loss of washing due to theft.

## **9. STORAGE OF INFAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

9.1 An owner or occupant shall not store any material, or do or permit or allow to be done any other dangerous acts in the buildings or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any current insurance Policy applicable to the Scheme.

9.2 The Trustees shall have the power to arrange for the summary removal of any offending items and to impose fines or exercise remedies as set out hereunder.

## **10. LETTING OF SECTIONS**

10.1 All tenants of Sections and any other person granted rights of occupancy by any owner of the relevant Section are obliged to comply strictly with the terms of these Conduct Rules, notwithstanding provisions to the contrary contained in any lease or grant or rights of occupancy. The owner who lets out the relevant Section or grants rights of occupancy of whatever nature whether personally or through an agent will nevertheless be personally responsible for ensuring that the relevant tenants or occupants, as the case may be, are made aware of the provisions of these Conduct Rules.

10.2 The Trustees shall have the power, in their absolute discretion, to take steps to protect the interests of the Body Corporate and to impose fines and take any other necessary steps against either the relevant owner or the tenant or occupant, as the case may be.

10.3 An owner shall notify the Managing Agent of any change of residential address, postal address, telephone number and email in writing or via email.

10.4 It is the owner's responsibility to ensure that the levy statement is being received at the correct address.

10.5 An owner, who concludes a lease agreement in respect of his Section, shall within 30 days inform the Managing Agent of the names and contact details of the lessee.

## **11. TELEVISION ANTENNAS AND SATELLITE DISHES**

11.1 No owner or occupant will attach any satellite dish or television antenna to the building or to the relevant Section in such a way as to be visible from outside without the prior written consent of the Trustees.

11.2 The Trustees shall have the power to arrange for the summary removal of any satellite dish or television antennas erected contrary to these Rules and to impose fines or take steps necessary in terms of these Rules.

11.3 It is recorded that the satellite dishes and television antennas installed by the Developer are common property and that repairs to them or maintenance are to be arranged through the Managing Agents and not by owners or occupiers themselves. Owners or occupants who arrange repairs or maintenance contrary to these Rules will be personally liable for damages suffered by the Body Corporate as a result of such actions.

## **12. ERADICATION OF PESTS**

12.1 Owners shall keep their sections free from all pests and shall permit the Trustees or Managing Agents or their employees, subject to reasonable notice and an appointment being made, to enter his section or exclusive use area for the purpose of conducting an inspection of the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of such inspection, eradication, replacement of any material forming part of such section, which may be damaged by any such pests, shall be borne by the relevant owner of the section concerned.

12.2 The Trustees shall have the power to take steps to protect the interest of the Body Corporate and to enforce its rights in terms of these Conduct Rules.

## **13. LEVIES**

13.1 Owners are to pay levies monthly in advance and strictly by the 1<sup>st</sup> day of each month as will be stipulated by the Trustees resolution after the AGM and may not withhold payment of levies for any reason what so ever. If any levies are in arrears by one month or more the Managing Agents may, without further notice institute proceedings in the Magistrate's court or CSOS for recovery of such arrear levies and all reasonable legal costs and disbursements, in connection with the recovery of such arrear contributions or any other arrear amounts due and owing by such member will be payable by the owner concerned on the scale of attorney and own client.

13.2 Any owner who sells, alienates or in any way disposes of his Section or the controlling interest in such Section, including membership of a Close Corporation, or shares in a Company, which owns the Section, shall obtain from the Managing Agents a Levy Certificate in respect of Levies due on in respect of the Section and until such time as a Levy Certificate is issued, shall be personally liable for the levies in respect of such

Section as well as all costs associated with the collection of those levies on the scale of attorney and own client.

13.3 The Trustees shall be entitled to charge interest on arrear amounts at such rate as they may determine from time to time subject to a maximum of 24% per annum capitalized monthly in arrear (provided that the interest rate must not exceed the maximum rate of interest payable per annum in terms of the National Credit Act 34 of 2005).

13.4 Any fees charged by the Managing Agent to the Body Corporate relating to the late or non-payment of levies for a specific Section will be for the account of the owner of that specific Section.

#### **14. USE OF SECTIONS, EXCLUSIVE USE AREAS AND COMMON PROPERTY**

14.1 EXCLUSIVE USE AREAS: It is recorded that some areas, as indicated on the site development plan, are indicated as exclusive use areas, allocated to specific owners of sections. This might include the backyards and gardens, the inside of the perimeter wall, any gates installed in these areas and the allocated exclusive use parking bays of all owners. It is further recorded that the maintenance and upkeep of the backyards, gardens and gates installed in these areas are the full responsibility of each owner and include (but not limited to) the maintenance and upkeep of these areas.

14.2 Garages, if any, in the Scheme may only be sold to a member of the Body Corporate and not to anyone who is not an owner. If any garage is sold contrary to this Rule, the Trustees shall have the right to sue for cancellation of the relevant agreement and, if necessary, apply for an Order that the relevant garage be re-transferred to the previous owner. No garage shall be sold without the written consent of the Trustees first being had and obtained.

14.3 Garages at the Scheme may only be used for the purpose of storing vehicles of the residents in the section pertaining to that garage. The storing of any items in garages will not be allowed. It will be permitted to connect a washing machine in the garage and to use it as a laundry facility.

14.4 Renting out of garages will only be permitted if it is rented to a resident of La Vignia Estate. A maximum of two cars per section will be allowed. The parking of vehicles in garages and on parking bays is the only way of parking at the complex. Under no circumstances may any vehicle be parked in any other way. The wheels of vehicles that are parked illegally will be clamped and a release fee of R500.00 will be payable. Alternatively, if wheels are not clamped, owners will be fined. Owners to take full responsibility for the actions of their tenants, visitors and family.

14.5 Under no circumstances, may a garage be used for accommodation or business of any kind. The Trustees may impose a fine against the owner of such garage, which fine shall be in their own discretion and should the owner fail to take the necessary steps to terminate the use contrary to this rule, then the Trustees may take the necessary steps to interdict the owner and or occupants against such use or obtain alternative relief from the court at their disposal, following due process.

14.6 When the purpose for which a section is intended to be used, is shown expressly or by necessary implication on or by the registered sectional plan, an owner or occupant shall not use or permit his/her section to be used for any other purpose.

14.6.1 The section shall be used solely for residential purposes only. No member, owner/occupant of a unit will be entitled to undertake short term leases of such unit, or to operate a bed-and-breakfast in respect of such unit. A short-term lease will be deemed to be a lease of less than

1 month. (Due to operational issues e.g. issuing of parking discs, cell to gate access etc. Short-term leases also create a security risk to fellow residents). Units may also not be used as resort facility bed and/ or breakfast or for any similar purpose.

- 14.6.2 No more than two persons per bedroom shall be allowed to occupy the sections at any one time and if there are more occupants, the Trustees will be entitled, in their discretion, to sue for the eviction of the excess occupants, in which event the owner or occupant, as the case may be, will be liable for costs on the scale of attorney and own client, as well as imposing a fine.
- 14.6.3 The parking bays shall be used solely for parking a motor vehicle.
- 14.6.4 Only occasional visitors may park their vehicles in the designated visitors parking bays on the common property, provided that only one such parking bay may be used by visitors to any section at any given time. Provided further, that visitors may park their vehicles in the parking bays allocated to the occupants of the section they are visiting.
- 14.7 Except for a sale in execution of a section, no auction, or similar sales or exhibitions, shall be held on the common property or in a section, nor may a residential section be used for any professional, commercial or industrial purpose whatsoever.
- 14.8 No quad-bikes, carts, scooters or motorbikes may be used on the common property for recreational purposes.
- 14.9 No ball games may be played on the common property/parking areas.
- 14.10 The throwing of stones or other solid objects on the common property is prohibited.

## **15. SUPERVISION OF CHILDREN AND DAMAGE TO COMMON PROPERTY**

- 15.1 Owners and occupants shall, at all times be personally responsible to supervise the behaviour of their children at the Scheme and shall be personally liable for any damage to common property or the property of other owners or occupants as a result of the conduct of such children. Children shall not be allowed anywhere on the common property or anywhere else where the lives of such children or anyone else would be in danger or where they could suffer injury. As a result of steps taken for removal of children or others who violate Rules the relevant owner or occupant shall be liable for all costs on the scale of attorney and own client. The Trustees may also, in their discretion, impose a fine.
- 15.2 Owners and occupants shall take all reasonable steps to prevent damage to the common property and the property of other owners by vandals or anyone else and owners and occupants or their children who are responsible for such damage shall be personally liable for the repairs as well as any costs incurred and, in the discretion of the Trustees, to a fine.
- 15.3 In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner, lessee or occupant or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.
- 15.4 All persons on the common property or using any of its facilities or services are there and do so entirely at their own risks, and no person shall have any claim against the Body Corporate of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual



sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's employees, agents or contractors.

15.5 The body corporate or its agent's representatives or domestic employees shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

15.6 The transportation and/or moving of any furniture or heavy or bulky goods is the responsibility of the owner, occupant or lessee and the liability for repairing of any damage to any section or part of the common property as a result of such activity, shall be that of the owner concerned (who will be responsible for his/her lessee or occupant).

## **16. NOISE AND DISTURBANCE**

16.1.No owner, lessee or occupant of a section may permit anything to be done in his section, exclusive use area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupants in the building or adjacent buildings or area, or permit or cause any disturbance or allow his or her children, visitors or guests, to cause any disturbance or make any noise which in the opinion of the Trustees would constitute a nuisance or an invasion of the right of privacy of the other occupants. This includes noise from music, people, motor vehicles, motorcycles, exhaust silencers, hooting, excessive motor vehicle idling and revving, talking, stamping, laughing and screaming.

### SILENCE PERIODS

Residents, tenants and guests must conform to acceptable standards i.e. that silence be maintained between 22h00 at night until 07h00 in the morning from Mondays to Saturdays and from 13h00 on Sundays until 07h00 Monday morning, so that it is not a disturbance, nuisance or annoyance to other residents and owners or surrounding neighbours, specifically but not limited to any loud music, radio or television, working with power tools, or any other irritable sounds.

16.1All television, radio and appliance emitting sound, must be kept at audio levels which may not be heard by the owners or occupants in other sections which constitutes a disturbance.

16.2No explosives, crackers, fireworks or items of similar nature at any time be exploded, lit or operated in sections or any part of the common property without the written consent of the Trustees.

16.3No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.

## **17 RELATED MATTERS**

17.1No owner or occupant of a Section shall be allowed or be involved in illicit activities such as soliciting, drugs, sale of liquor or running a business from the Section or on the common property.

17.2The slaughtering of animals for religious purposes shall be confined to an owner's section and/or exclusive use area. The trustees must be provided with the following:

- how the remains of the animal after the ritual takes place, will be disposed of.
- Prior notice to be given to the Trustees of the date and time of the slaughter as well as the type of the animal and the type of ritual to take place.
- Proof that the owner obtained prior consent from the Local Municipality in terms of its by-laws.
- Notice from the Health Department that the necessary hygiene will be followed during the slaughter of the animal as well as afterwards.

- Notice to all adjacent units of the date and time of the slaughter.
- The hours of slaughter will be confined to between 9h00 – 15h00 and not on Sundays or public holidays

17.2 Open fires or charcoal fires will only be allowed at the braaiing facility, designated to each section. No “braaiing” on the grass or any other communal/parking areas will be allowed. The noise level must not disturb other residents in any way. No portable braais (including but not limited to Webers) will be permitted except on the exclusive use area.

17.3 Garage doors should be closed at all times when not in use.

17.4 No access into the biodiversity conservation area is permitted without prior written permission obtained from the body corporate.

## **18 INSURANCE**

18.1 Any first loss that amounts to a Body Corporate insurance claim, on behalf of the owner of a section concerned, shall be for the account of the owner of that section. Any insurance excess amounts are payable by the owners of such section.

18.2 An owner of a section is obliged to maintain and if necessary, replace his own hot water installation.

## **19 EMPLOYEES**

19.1 No person may request any employee or contractor of the body corporate to perform any tasks for them during their working hours.

19.2 Any employee or contractor appointed by a member of the Body Corporate shall abide by the rules and not be allowed to loiter on the property.

## **20 FIRE FIGHTING EQUIPMENT**

No person shall be permitted to tamper with any firefighting equipment or signage other than in an emergency fire situation in terms of the fire regulations of the City of Cape Town.

## **21 GARDENS**

Planting of creepers on the exclusive use areas are prohibited. Trees are to be planted in pots to prevent the roots from damaging the buildings and boundary wall. It is further recorded that the gardens are exclusive use areas and is the full responsibility of each owner and include (but not limited to) the maintenance and upkeep thereof.

## **22 COMPLAINTS**

All complaints, requests and suggestions must be made in writing to the Managing Agent, which must reflect dated and times of incidents reported together with a detailed description and/or proof of the complaint and the Section number where the complaint originated.

## **23 ACCESS CONTROL**

- 23.1 There is a 24-hour access control system at the entrance of the Sectional Scheme and it remains the responsibility of the owners to ensure that no one gains access without obtaining permission from the occupant of such unit which the visitors are visiting.
- 23.2 Security gates sensors may not be obscured with any kind of material to prevent the security gates from closing.
- 23.3 The owners are liable to pay the Body Corporate for the cost of such access tag/remotes.
- 23.4 The Body Corporate will not be liable for such access tag becoming faulty and the replacement thereof shall be for the owner's account.
- 23.5 Owners and/or residents must advise the Managing Agent immediately when their access tag/remote is lost or stolen together with their tag/remote number so that such tag/remote can be deactivated. Any cost will be for the owner's account.
- 23.6 Owners and occupants must at all times ensure that the security and safety of all owners, occupants and their property are preserved, and in particular must comply with the following:-
- 23.6.1 ensure that upon entering or leaving the premises, all security gates are properly closed;
  - 23.6.2 comply with any further security measures implemented by the trustees;
  - 23.6.3 ensure with their guests, visitors, employees and contractors comply with the security measures implemented by the Trustees.

## 24 CONTRAVENTION OF RULES

- 24.1 Should any of the conduct or management rules be contravened, the Trustees or Managing Agent may furnish the owner or occupant with a written notice, setting out the transgression and the imposition of a warning or fine, which may be delivered, by mail, hand or per e-mail.
- 24.1.1 The owner or occupant shall have 14 (Fourteen) days to either submit a written response on the notice, declaring a dispute and setting out reasons why the warning or fine should or cannot be imposed or why the fine must be reduced, or request a meeting with the Managing Agent (or in their absence, to the Trustees) to rebut the warning or fine in person.
  - 24.1.2 Should the dispute not be resolved in terms of paragraph 24.1.1 above, then the owner or occupant could refer the dispute to the Community Services Ombudsman (CSOS) within 30 (Thirty) days after expiry after the 14 (fourteen) days of receipt of the initial notice or meeting with the Trustees or Managing Agent, whichever is latest.
  - 24.1.4 However, the first offence shall be a written warning unless it is a serious transgression of the conduct rules and such transgression warrants immediate action, in which event the owner or occupant shall have a right of appeal as provided for paragraph 24.1.1 above.
- 24.2 No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees.
- 24.3 If an owner or occupant persists with particular conduct or is in contravention of a rule, and warning was given, a penalty will be imposed.
- 24.4 The Trustees may from time to time determine the amount of the penalties subject to a maximum of 24% per annum capitalized monthly in arrear (provided that the interest rate must not exceed the maximum rate of interest payable per annum in terms of the National Credit Act 34 of 2005).

24.5 Any penalties imposed in terms hereof shall be payable by the owner of the Section concerned to the Body Corporate on demand. All fines/penalties will be included as a separate item on the monthly levy statement. All owners should also take notice that the Managing Agent will also be entitled to charge an administration fee, as agreed upon by the Trustees in the service agreement of the Managing Agent.

24.6 The imposition of any penalty in terms hereof shall be without prejudice to and shall not affect and shall be in addition to any other rights available to the Body Corporate at law, and in particular its right to apply for an order compelling any owner and/or tenant to comply with the provisions of any applicable rule or desist from infringing the same.

## **25 PENALTIES**

25.1 Penalties will be determined by the trustees from time to time.

25.2 Costs referred to in this clause shall mean such costs that the trustees deemed to be reasonable.

25.3 These fines shall also increase annually after the establishment of the Body Corporate equal to the Consumer Price Index (CPI Index) officially announced.

25.4 The Trustees may amplify the list of transgressions referred to above and have it re-viewed and approved by owners at the Annual General Meeting.

## **26 DOMICILIUM CITANDI ET EXECUTANDI**

The domicilium citandi et executandi of each owner shall be the address of the section registered in his name, provided that such owner shall be entitled from time to time change the said domicilium, but any new domicilium selected shall be situated in the Republic, and that the change shall only be effective on receipt of written notice thereof by the Body Corporate at its domicilium.

## **27 BINDING NATURE**

27.1 The provisions of these rules and the duties of the owner in relation to the use and occupation of section and common property shall be binding on the owner of that section and/or any lessee or other occupant, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of their families and the owner shall be liable for the costs of the repairing any damage to the common property.

27.2 The Trustees' decision regarding any matter with regard to these rules shall be binding.

27.3 Owners take full responsibility for the actions of their tenants / visitors. Any fines imposed for the actions of owners, tenants or visitors will be for the owner's account. No communication will be done between the Body Corporate, the trustees and the managing agent towards tenants/visitors but only via owners.