
**OLEA VIEW BODY CORPORATE CONDUCT RULES IN TERMS OF SECTION
10(2)(b) OF THE SECTIONAL TITLES SCHEMES MANAGEMENT ACT NO. 8 OF
2011**

Version 1

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1. **INTRODUCTION**

The developer has elected in terms of section 10(2)(b) of the Sectional Titles Scheme Management Act, 2011 (Act 8 of 2011) to substitute the statutory conduct rules set out in Annexure 2 of the aforesaid Act with the rules contained herein (the "Conduct Rules")

This Sectional Scheme is situated on Erf 2318 Witkoppen Extension 149 and it is specifically recorded that all Owners, Lessees and occupants will be bound by these Conduct Rules.

2. **DEFINITIONS**

In the interpretation of these Conduct Rules, unless the context otherwise indicates: -

- 2.1 **"Communal facilities"** means all areas designated for common use and includes lawns, buildings, facilities and grounds on the outside of the Sections and Exclusive use areas;
- 2.2 **"Common Property"** means all areas other than Sections or Exclusive use areas;
- 2.3 **"Chief Ombud"** means the chief ombud defined in Section 1 of the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011);
- 2.4 **"CSOS"** means the Community Schemes Ombud Service;
- 2.5 **"CSOSA"** means the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011);
- 2.6 **"Estate"** means the entire development known as "Olea View";
- 2.7 **"Exclusive use area"** means areas or sections of the common property reserved in terms of Section 10(7) of the Sectional Titles Management Act in the management or conduct rules of the scheme for exclusive use by an Owner or Owners' of sections within the sectional scheme;
- 2.8 **"Lessee"** means any person to whom an Owner leases his Unit and includes a sub-lessee, or any other paying or non-paying occupant of the Unit from time to time;
- 2.9 **"Management Rules"** means Rules contained in Annexure 1 of the Sectional Title Scheme Management Act, 2011 (Act 8 of 2011);
- 2.10 **"Owner"** means the registered owner(s) of a Unit who shall be responsible for the members of his family, his servants, workers, guests and his occupants and any person in whom ownership is vested by reason of any statute;
- 2.11 **"Section"** means each section as reflected on the sectional plan;
- 2.12 **"Sectional Scheme"** means Olea View Sectional Title Scheme situated on Erf 2244 and Erf 2245 Witkoppen Extension 149 which erven are to be consolidated and will be known as Erf 2318 Witkoppen Extension 149;
- 2.13 **"STA"** means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force thereunder;

- 2.14 “**STSMA**” means the Sectional Title Scheme Management Act, 2011 (Act 8 of 2011);
- 2.15 “**Trustees**” means Trustees appointed by the body corporate and also includes an alternate trustee and
- 2.16 “**Unit**” means a Section together with its undivided share in the Common Property apportioned to that Section in accordance with the quota of the Section.

3. INTERPETATION

- 3.1 The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- 3.2 Unless the context clearly indicates a contrary intention:-
- 3.2.1 the singular shall include the plural and vice versa;
- 3.2.2 a reference to any one gender shall include the other gender;
- 3.2.3 a reference to natural person includes juristic person, trusts and partnerships and vice versa;
- 3.2.4 Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words and expression in such Rule;
- 3.2.5 Words and expressions to which a meaning has been assigned in the STA, STMA and CSOSA, shall in the Rules bear the meaning that has been assigned to them in terms of the same, unless inconsistent with the context;
- 3.2.6 When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday and
- 3.2.7 Where numbers are expressed in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.

4. DIRECTIVES

- 4.1 The Trustees may from time to time issue directives in connection with any Conduct Rule.
- 4.2 The directives shall not be in conflict with any Management or Conduct Rule.
- 4.3 The directives shall provide direction as to the practical application of a Conduct Rule. The Trustees may through their directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The Trustees are not authorized to create further Conduct Rules through their issuing of directives.

5. GUIDELINE

- 5.1 The Trustees may from time to time prepare and revise guidelines to control all aspects of the design and appearance of the building and structures within the Sectional Scheme, including any alteration

or additions referred to in Conduct Rule 9. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of installation required to ensure the uniformity of construction of structures referred to in Conduct Rule 9.

- 5.2 The Guidelines shall, by virtue of these Conduct Rules, be binding upon all Owners, Lessees and occupants of Sections once the Trustee have issued such Guidelines.
- 5.3 The Guideline can contain guidelines and specifications in connection with the layout of gardens within the Sectional Scheme.
- 5.4 The garden policy as compiled from time to time by the Trustees can also be included in the Guidelines.

6. ANIMALS, REPTILES AND BIRDS

- 6.1 An Owner, Lessee or occupant of a Section may keep domestic pets in a Unit, provided that the number of animals in totality within a Unit will be limited as follows:-
 - 6.1.1 In respect of ground level Units that form part of the Apartments Component, 2 (two) small dogs per Unit will be allowed with a limitation that the dogs must be less than 40cm in height measuring from the top of the dog's shoulder to the ground;
 - 6.1.2 In respect of non-ground level Units, 1 (one) small dog per Unit will be allowed with a limitation that the dogs must be less than 40cm in height measuring from the top of the dog's shoulder to the ground;
 - 6.1.3 In respect of duplex units, 2 (two) dogs per Unit will be allowed without a limitation being imposed on their size.
 - 6.1.4 An Owner, Lessee or occupant suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the Trustees' consent to keep that animal in a Section and to accompany it on the Common Property, irrespective of the size of such assistance animal. Owners, Lessees or occupants shall ensure that pets are constrained to the Unit, unless accompanied by the occupier on a leash or in a cage. Owners, Lessees or occupants shall take all steps necessary to ensure their pets are not a nuisance to their neighbours and will at all times carry a litter/poo bag and immediately remove any excrement in a litter/poo bag from any grounds on the Common Property.
- 6.2 The Trustees may from time to time prescribe further conditions pertaining to the keeping of pets in Sections.
- 6.3 In suitable circumstances, the Trustees may, on behalf of the Body Corporate, if they are satisfied that an animal kept in a private area or a common area is causing a nuisance or hazard or is unduly interfering with someone else's peaceful use and enjoyment of his/her private area or common area, apply to CSOS in terms of Section 39(2)(b) of the CSOSA for an order requiring the Owner, Lessee or occupant in charge of the animal to:-
 - 6.3.1 take specified action to remedy the nuisance, hazard or interference; or

6.3.2 to remove the animal;

6.4 Upon the breach of, or non-compliance with, the provisions of these Conduct Rules, the Owner, Lessee or occupant of the relevant Section may become liable for a penalty or penalties imposed under Rule 29 or the Management Rules (whichever may be applicable).

6.5 An Owner, Lessee or occupant must ensure that their pets are licenced and inoculated in accordance with any statutory requirements relating to such pet. The Owner, Lessee or occupant must upon the request of the Trustees produce such licence and certificates proving that their pet is licenced and inoculated.

6.6 Dogs are to be kept on a leash at all times on any Common Property.

6.7 An Owner, Lessee and occupant shall ensure that their pets do not cause a nuisance or disturbance to any other Owner, Lessee or occupant. Should their pet become a source of contention, as evidenced by official complaints by other Owners, Lessees or occupants, the Trustees may issue a warning to the Owner, Lessee or occupant to stop such disturbance. Failure to remedy may lead to withdrawal of permission by the Trustees to keep the pet, and a directive issued to remove such pet.

7. REFUSE DISPOSAL

7.1 Each Owner, Lessee or occupant of a Section shall:

7.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within his/her Section, his Exclusive use area or on such part of the Common Property as may be authorized by the Trustees in writing;

7.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

7.1.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees;

7.1.4 upon collection of the refuse, promptly return such receptacle to his Section or other area referred to in paragraph 7.1.1.

8. VEHICLES

8.1 Owners, Lessees and occupants shall adhere to the speed limit and shall keep a proper lookout for other motor vehicles and pedestrians when driving their motor vehicles on the Common Property. Motor vehicles may not travel at speeds in excess of speed limits imposed by the relevant authority in accordance with applicable law (or by the body corporate, should it be competent for the body corporate to do so) on any part of the Common Property.

8.2 Vehicles of Owners, Lessees or occupants are to be parked on their designated Exclusive use parking areas.

8.3 Vehicles of visitors may only park on such areas as are specifically demarcated "Visitors".

8.4 Vehicles of Owner, Lessees or occupants shall be parked in their designated Exclusive use parking area at all times so as to leave manoeuvring space for access to neighbouring parking areas.

- 8.5 Owners, Lessees or occupants are responsible to ensure that their visitors park in the correct place, and do not cause any obstruction either in relation to other parking areas or otherwise.
- 8.6 No Owner, Lessee or occupant shall park or stand any vehicle upon the Common Property or permit or allow any vehicle to be parked or stood upon the Common Property, without the consent of the Trustees in writing.
- 8.7 If a vehicle is left parked, standing or abandoned on the Common Property, or elsewhere on the Communal facilities without the consent of the Trustees, the Trustees may impose the prescribed fine on the owner of the vehicle or the Owner in respect of which such vehicle is attributable as a Lessee, guest, invitee or otherwise of the Owner.
- 8.8 Owners, Lessees and occupants of Sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the Common Property or in any other way deface the Common Property. In the event that any damage is caused to the Common Property as a result of the same, the Owner, Lessee and/or Occupant will be liable for all charges in order to rectify the same.
- 8.9 No Owner, Lessee or occupant shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property, an Exclusive use area or in a Section.
- 8.10 Owners, Lessees and occupants are specifically prohibited from cleaning or washing their vehicle on the Common Property and are not allowed to use any of the facilities of the Common Property for cleaning or washing their vehicles including but not limited to water from the Common Property.
- 8.11 Owners, Lessees and occupants of a Section within the Sectional Scheme will operate their vehicle, and will ensure that their visitors and guests operate their vehicle, with the utmost care within the Sectional Scheme, and vehicles producing excessive noise will be prohibited from entering the Sectional Scheme.
- 8.12 No caravans, motorboats, trailers or any other watercraft may be parked on the Common Property without the prior written consent of the Trustees.
- 8.13 Vehicles of 3 tons and above are only allowed inside the Sectional Scheme for delivery or collection of furniture after prior approval has been received from the Trustees. In the event that any damage is caused by any such trucks, the Owner, Lessee and occupant whose Section is being visited shall be liable jointly and severally for the costs of repairing such damages.

9. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 9.1 An Owner, Lessee or occupant of a Section shall not:
 - 9.1.1 mark, paint, drive nails or 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;
 - 9.1.2 install any locking device, safety gate, burglar bars or other safety device for the protection of his Section or any screen or other device to prevent the entry of animals or insects;

without first obtaining the written approval of the Trustees which approval shall include but not limited to the approval by the Trustees of the nature and design of the devices and the manner of their installation.

9.2 Should the Owner not obtain the consent of the Trustees in writing prior to installing the installations referred to in 9.1 above or should the Owner or the person authorised by the Owner not comply with the specification specified by the Trustees and should the Owner fail to comply with a written notice from the Trustees to rectify the transgression or breach of this Conduct Rule within the period specified in such notice then after the expiration of the period specified in the notice the Trustees:-

9.2.1 may impose the prescribed fine on the Owner as set out Annexure A hereto and/or

9.2.2 may apply to court for an order at the cost of the Owner to compel him to comply with the notice and/or

9.2.3 may compel the Owner to remove the installation and/or restore the relevant portion of the building or Common Property to the condition it was.

10. APPEARANCE FROM OUTSIDE

10.1 The Owner, Lessee or occupant of a Section used for residential purposes shall not place or do anything on any part of the Common Property, including balconies, patios, stoeps, and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Section including but not limited to tv aerials, air-conditioning units, satellite dishes, washing lines and other devices on which washing may be hung, pot plants and any other unsightly fixtures, fittings and objects which may or may not be permanent in nature.

10.2 The Owner, Lessee or occupation of a Section shall first obtain the requisite written permission from the Trustees for the installation of any tv aerials, DSTV or any other satellite dishes or awnings in a Section, which permission shall be within the sole and absolute discretion of the Trustees and shall not be unreasonably withheld.

11. SOLAR INSTALLATIONS

11.1 An Owner, Lessee or occupant shall not construct, install or erect any solar panel or inverter system in a Section without the written consent of the Trustees in terms of which the Trustees approve the nature, design, the manner and place of installation of the solar panel. Such permission or consent shall be within the sole and absolute discretion of the Trustees and shall not be unreasonably withheld.

11.2 The Owner, Lessee or occupant shall provide the Trustees with a Certificate of Compliance issued by the installer of the solar panel and/or inverter system confirming that the installation is safe and falls within the scope of the relevant regulations within 14 (fourteen) days from the date of installation.

11.3 The Trustees at all times retains the right to request the Owner, Lessee or occupant to obtain a structural engineer's certificate that confirms the roof can support the load and further that the roof membrane or roof waterproofing will not be compromised.

11.4 The Owner, Lessee or occupant shall be obliged to:-

- 11.4.1 use only the services of suitably licensed and accredited installers in order to meet all requirements of the Local Council and to comply with any applicable national building codes and standards;
- 11.4.2 maintain the structural integrity of the Section;
- 11.4.3 repair any damage caused by the installation, whether that damage is to common property to any Section or that of other owners, lessees or occupants;
- 11.4.4 be liable for any increase in the insurance premiums of the Body Corporate;
- 11.4.5 maintain the system, in accordance with the manufacturer's specifications;
- 11.4.6 use only qualified and licensed tradespeople for maintenance and repair of the system;
- 11.4.7 maintain any common property at a point of contact between the system's components and common property;
- 11.4.8 repair any damage caused by the system, at any time, to common property other Sections or the property of other owners, lessees or occupants.

12. SIGNS AND NOTICES

No Owner, Lessee or occupant of a Section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or of a Section, so as to be visible from outside the Section, without the written consent of the Trustees first having been obtained.

13. LITTERING

An Owner, Lessee or occupant of a Section shall not deposit, throw, or permit or allow depositing or throwing, on the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

14. LAUNDRY

14.1 An Owner, Lessee or occupant of a Section may not, without the prior written approval of the Trustees, erect washing lines on the common property or hang washing, laundry or other items in a Section or any exclusive use area allocated to such Section if the articles are visible from another Section or the common property, or from outside the Scheme.

14.2 The hanging of laundry will be at the Owners', Lessees' or occupants' risk.

15. STORAGE OF DANGEROUS GOODS AND OTHER DANGEROUS ACTS

No Owner, Lessee or occupier of a Section may store a flammable substance in such Section or on the common property unless the written consent of the Trustees has been obtained or unless the substance is for domestic use purposes.

16. BRAAIING ON TERRACES, YARDS AND GARDENS

- 16.1 No fires are permitted on balconies, terraces, yards or gardens that form part of the Apartment Component and Owners, Lessees and occupants are not permitted to use Weber type braais, charcoal burners or similar braai devices.
- 16.2 Duplex units will be allowed to use built in braai's or portable braai devices provided that no hazard or nuisance is caused to other Owners, Lessees or occupants.
- 16.3 Only smokeless or gas braai devices may be used by Owners, Lessees and occupants of apartments provided that no hazard or nuisance is caused to other Owners, Lessees or occupants and that braai equipment is stored out of sight when not in use.
- 16.4 Each Unit is limited to 3 (three) 9 kg Gas Cylinder which must be stored out of sight when not in use.

17. GAS INSTALLATIONS

No Owner, Lessee or occupant is permitted to make any gas installation of a permanent or temporary nature within their Section or Exclusive use area without complying with the provisions of the Occupational Health and Safety Act No. 85 of 1993, and the Regulations thereto as amended from time to time and without the prior approval of the Trustees having been obtained. Once the gas installation has been completed, the Owner, Lessee or occupant shall within 14 (fourteen) days of such installation provide the Trustees with a valid Certificate of Conformity in terms of Regulation 6(2)(e) of the Occupational Health and Safety Act, 85 of 1993, issued by an authorised person in respect of the gas system.

18. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

- 18.1 All Lessees of Sections and other persons granted rights of occupancy by any Owner of the relevant Sections are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 18.2 Owners shall ensure that these Conduct Rules are incorporated into their lease agreements as an annexure thereto.
- 18.3 In the event that any Lessees, guests and occupants breach any of the Conduct Rules, the Owners through whom they are leasing, visiting or occupying shall be held liable for any breach of the Conduct Rules and for any fines or penalties imposed in terms thereof.
- 18.4 An Owner or Lessee, who lets, sub-lets or otherwise grants occupation of a Section, whether gratuitously or not and irrespective of the lease period, shall comply with the following provisions and shall ensure compliance thereto by the relevant occupants and his letting agent:
 - 18.4.1 A written lease agreement must be concluded with the Lessee;
 - 18.4.2 A copy of the Conduct Rules must be attached to and be incorporated into the lease agreement as a provision of the lease agreement;
 - 18.4.3 The following provisions must be incorporated into the lease agreement:

- 18.4.3.1 The Lessee hereby acknowledges that Olea View is a residential Sectional Scheme and that he and the occupants of the Section will be bound by the provisions of the Conduct Rules.
- 18.4.3.2 The Lessee further acknowledges that if he contravenes any of the Conduct Rules of the aforesaid scheme, the Body Corporate has remedies available to it in terms of the Conduct Rules including but not limited to the imposition of penalties and fines once the due process as set out in the rules are complied with.; and
- 18.4.3.3 The Lessee hereby agrees that a breach of the Conduct Rules will automatically constitute a breach of the lease agreement.
- 18.4.4 No Owner or Lessee or his letting agent may give occupation of the Section to any person until all the provisions of sub-rules 18.4.3.1 to **Error! Reference source not found.** above have been complied with.
- 18.4.5 A copy of the lease agreement must be submitted to the Trustees or the managing agent upon their request.
- 18.5 Owners shall ensure that their agents agree to be bound by and to comply with the provisions of these Conduct Rules.
- 18.6 If the offending agent still continues to breach the Conduct Rules, then the Trustees shall be entitled to impose a penalty or fine on the Owner in accordance with the provisions of the Conduct Rules.
- 18.7 Notwithstanding anything to the contrary contained herein, an Owner of an Exclusive Use Area shall only be entitled to rent out such Exclusive Use Area to an Owner, Lessee or occupant of a Section in the Sectional Scheme or to the Body Corporate.

19. SHORT-TERM LETTING

- 19.1 For purposes hereof "short-term letting" shall be defined as any Owner letting out or giving occupation to any third party of any Section for any period which is shorter than a period of 180 (one hundred and eighty) days and "short term lease" and "short term lessee" shall have a corresponding meaning and the provisions of paragraphs 18.3, 18.4, 18.5, 18.6 and 18.7 above will apply to all short-term lease agreements.
- 19.2 An Owner shall be obliged to notify the Trustees in writing of any short-term occupancy prior to allowing the short-term lessee access to the his/her Section or the Sectional Scheme and agrees and undertakes to provide the Managing Agent with the name, contact details and a copy of the identity document or passport of the lessee, the period of the lease by such lessee and a copy of the lease agreement which lease agreement must contain the provisions set out in paragraph 18.4.3 above.
- 19.3 All Owners and approved estate agents or letting agents where applicable shall at all times provide the prospective tenants, lessees and all persons occupying any Section in terms of a short-term lease with a copy of the Conduct Rules and the Management Rules.
- 19.4 The Owner agrees and undertakes to keep proper and accurate records of the full identities, addresses and contact details of all short-term lessees.

- 19.5 All rights of access to the Sectional Scheme shall only endure for the term of the short-term lease and all rights of access including all relevant entry/exit cards that may be issued shall expire and shall be automatically terminated by the Body Corporate on expiry of the term of the short-term lease.
- 19.6 Short term lessees may only admit visitors to the Estate subject to strict compliance with the Conduct Rules and whilst on the Estate, such visitor shall be bound to the same extent as any short-term lessee to comply with the Conduct Rules and Management Rules and any other applicable rules and regulations;
- 19.7 All short-term lessees shall be obliged to park all vehicles within the confines of the relevant parking area allocated to such Section which is leased and may not utilise the road verges or any other portions of the common areas of the Sectional Scheme for parking purposes.
- 19.8 All Owners engaging in short-term letting shall ensure that they have at all times sufficient homeowners and household insurance, including public liability insurance, in place to the reasonable satisfaction of the Body Corporate for each Section which is leased and shall submit acceptable proof of same to the Body Corporate as and when required from time to time;
- 19.9 No short-term lessees shall be entitled to bring any pets or other animals into the Sectional Scheme.
- 19.10 In the event of a breach by the Owner of this clause 19, the Owner agrees that the Trustees shall be entitled to impose a penalty or fine on the Owner in accordance with the provisions of the Conduct Rules in addition to any other remedies available to the Trustees in terms of the Rules or in law.
- 19.11 If a short-term tenant accumulates three verified noise complaints within a continuous 6-hour period, the tenant will be subject to immediate action by the Trustees.
- 19.12 Noise complaints must be filed by different residents and must be accompanied by evidence, which can include photographs, videos, audio recordings, or witness statements, to substantiate the complaint.
- 19.13 If, after the specified timeframe, the short-term tenant continues to generate noise disturbances that lead to additional verified noise complaints, the Trustees reserve the right to remove the disruptive tenant from the property with immediate effect.

20. ERADICATION OF PESTS

An Owner, Lessee or occupant shall keep his Section free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the managing agent, and their duly authorized agents or employees, to enter upon 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 such pests. The costs of the inspection, eradicating any such pests as may be found within the Section, replacement of any woodwork or other material forming part of such Section which may be damaged by any such pests shall be borne by the Owner of the Section concerned.

21. NOISES AND / OR NUISANCE

- 21.1 No noise that is excessive, in the discretion of the Trustees, may be created at any time in a Section or on the Common Property.

21.2 After 22h00, noise levels should be reduced to reasonable noise levels, whilst quietness should be maintained in Sections and on the Common Property between the hours 24h00 and 07h00.

In the context of “reasonable noise” this refers to noise that can be heard by immediate neighbours only and “quietness” implies that little to no noise should be heard by the immediate neighbour.

21.3 All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the Trustees.

21.4 The horns of motor vehicles may not be sounded at any time on the Common Property, except as a warning of imminent danger or in the case of an emergency.

21.5 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a Section, any part of the Common Property or in any area within the Sectional Scheme.

21.6 No firearms may be discharged in a Section, any part of the Common Property or any area within the Sectional Scheme except under such circumstances, which would reasonably justify the use of a firearm for self-defence and related purposes.

21.7 The use of power tools, hammering and other noise generating equipment shall not be permitted after 18h00 on weekdays, and before 10h00 and after 14h00 on Saturdays, and not at all on Sundays.

21.8 No smoking of any substance including but not limited to tobacco, marijuana, and/or any other regulated substance by means of cigarettes, e-cigarettes, or by any other means or through any other device shall be allowed on the Common Property, or in the Communal facilities and a fine shall be imposed on the Owner in respect of any breach hereof by an Owner, and/or the Lessee/s, guest/s and/or invitee/s of an Owner.

21.9 No Owner, Lessee or occupant may permit anything to be done in his or her Section, Exclusive use area or on the Common Property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other Owners, Lessees or occupants of the buildings, or permit or cause any disturbance or allow his or her children or visitors of their children to cause any disturbance which in the opinion of the Trustees would constitute a nuisance or an invasion of the right of privacy of other Owners, Lessees or occupants.

22. SECURITY, SAFETY AND RISK

22.1 Owners, Lessees and occupants of Sections must at all-time ensure that the security and safety of other Owners, Lessees, invitees and occupants and their property are preserved, and in particular must:

22.1.1 Handle their access controls responsibly and must report any loss of an access control to the Trustees.

22.1.2 Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed.

22.1.3 Ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons.

- 22.1.4 Comply with any security measures and Directives imposed from time to time by the Trustees. This is applicable to residents, Owners, Lessees, guests, house keepers, ground staff, contractors and any other party entering the complex.
- 22.1.5 All persons on the Common Property or using any of the Communal facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Body Corporate of any nature whatsoever arising neither 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, death, 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, Communal Facilities, any Exclusive use area, in respect of any amenities and/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 employees, agents or contractors. The Body Corporate shall however ensure that the required public liability insurance is taken out to cover the risk of any liability it may incur to pay compensation as prescribed in terms of Rule 23(6) of the Management Rules.
- 22.1.6 The Body Corporate 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.
- 22.1.7 All employees must be registered with the Body Corporate via the Estate Manager, or such security protocols as otherwise directed by the Trustees. Only registered employees will be allowed on to the premises.
- 22.1.8 Employees must complete a domestic worker application form, furnish 1 colour identity photograph, and furnish a valid South African Identity Document or Valid Home Affairs Documents stating Asylum Seeker, Refugee Status or Work Permit.
- 22.1.9 Employees who have not enrolled their biometrics will not be allowed entry into the complex. They will need to access the Unit as a visitor would. The Unit will take responsibility for them in the same way that they are responsible for their visitors.
- 22.1.10 Access cards for employees that are working within the complex based on workers permits/ asylum seeker status will have an expiry date that aligns with the employees corresponding documentation expiry terms.
- 22.1.11 Under no circumstances can an employee or contractor be provided with a remote control for the estate's gates for security reasons.
- 22.1.12 Residents shall not request any contractor of the body corporate or employee of such contractor of the body corporate to perform work on their behalf.
- 22.1.13 Access control protocols apply 24 hours per day and are as follows unless otherwise informed in writing;
- 22.1.14 All residents must obtain an access card in order to allow themselves access to the estate.
- 22.2 Owners, Lessees and occupants of Sections must ensure that all visitors must adhere to the following:

- 22.2.1 The visitors must know the number of the Unit and name of the Owner before attempting entry;
- 22.2.2 The visitor must contact the security guards and announce himself/herself/themselves to the guard with his/her/their name(s) and who he/she/they are visiting and which Unit;
- 22.2.3 The visitor will provide the security guard with his vehicle registration number.
- 22.2.4 If there is nobody in the Unit, the visitor will not be granted permission to enter the estate;
- 22.2.5 Owners are required to regularly update their and their Lessee's information by completing the Owner\Lessee form supplied by the Estate Manager including vehicle registration numbers;
- 22.2.6 Upon selling the Unit or a lease expiring, all access cards must be returned to the Owner of the Unit.
- 22.2.7 The Security of the complex is paramount to protect all residents of the Estate, and accordingly, no mistreatment or ill-treatment of the security personnel shall be allowed by any resident. In the event that any resident/occupier/ Lessee of the Estate is found to abuse the security personnel in the proper operation of their duties as the custodians of the Estate's security, then such resident/occupier/ Lessee shall be liable for the maximum fine permitted in terms of the relevant legislation or rules or directives applicable at the time.

23. SECURITY AND ACCESS CONTROL

- 23.1 Should the estate change the current access control system, residents will be notified by the estate manager of the new operational procedures.
- 23.2 No tailgating through the gates/booms allowed.
- 23.3 No resident may allow a contractor or delivery person to their Unit to walk around the complex unattended.
- 23.4 No Unit is allowed to grant access to a guest that is visiting a Unit other than their own.
- 23.5 All attempts at burglary or instances of fence jumping or breakages, must be reported to the Estate Manager and a member of the security staff as soon as is reasonably possible.
- 23.6 Hawkers will not be allowed within the confines of the complex for whatever reason at any time.
- 23.7 Security will not intervene in domestic disputes. The armed reaction will be called to deal with the disturbance.
- 23.8 Security can be requested to notify a Unit having a function/ party to keep the noise levels at the required levels as per the conduct rules. Any other noise disturbances that are of a personal nature need to be sent as a written complaint as security is unable to intervene in these matters.

24. COMPLAINTS

All complaints, requests, suggestions and disputes, must be in writing and be addressed to the managing agent and be submitted to them. If an Owner is dissatisfied with the decision of the managing agent or the Trustees they may within seven (7) calendar days request in writing that the matter be referred to a meeting of the Body Corporate. If a dispute cannot be resolved, the dispute may be referred for a dispute resolution, to the Chief Ombud.

25. RELAXATION OF RULES

No indulgence or relaxation in respect of these Conduct Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.

26. COMPENSATION FOR DAMAGES

If an Owner, Lessee or occupant or any invitee of an Owner, Lessee or occupant causes damage to the Common Property, the Owner shall be liable to the Body Corporate for the damage caused and for the costs of repairs.

27. WRITTEN NOTICES

27.1 A notice in terms of these Conduct Rules must be in such format as the Trustees may from time to time prescribe, which includes but is not limited to written, printed or electronic matter that provides information or evidence or that serves as an official record, and that binds the Body Corporate.

27.2 A notice will be regarded as having been properly delivered, if:

27.2.1 delivered to the Owner, Lessee or occupant by hand, in which event it shall be regarded as having been received on the date of delivery, or;

27.2.2 delivered by registered post to the Owner, Lessee or occupant to the Section owned by such Owner or occupied by such Owner, Lessee or occupant, in which event it shall be regarded as having been received on the 4th day after the date of posting, or;

27.2.3 delivered by fax or e-mail to the Owner, Lessee or occupant, in which event it shall be regarded as having been received on the date of transmittal.

28. CONTRAVENTION OF THESE RULES, THE MANAGEMENT RULES OR THE STA, STSMA

28.1 If an Owner, Lessee or occupant or the Invitees of an Owner, Lessee or occupant contravene/s these Conduct Rules, the Management Rules the STA and/or the STSMA, or any other applicable laws the Trustees shall be entitled, without prejudice to the other rights or remedies which the Body Corporate may have in law, or in terms of the STA or the STSMA, any other Act, the Management Rules or these Conduct Rules, including to claim compensation for damages, to:

28.1.1 bring a court application for a suitable order; and/or

28.1.2 apply to the applicable Chief Ombud for a suitable order; and/or

28.1.3 institute mediation proceedings or expert intervention; and/or

28.1.4 impose a fine and/or penalty on the Owner of the Section in terms of Conduct Rule 29, or otherwise in terms of the Conduct Rules and the annexure hereto.

28.2 Notwithstanding the remedies referred to in paragraph 28.1 above, in the event that an Owner despite written demand from the Body Corporate, refuses and/or fails to carry out any work in respect of that Owner’s Section ordered by a competent authority as required by Section 13(1)(b) of the STSMA or fails to repair or maintain a Section owned by that Owner in a state of good repair as required by Section 13(1)(c) of the STSMA and that failure threatens the stability of the common property, the safety of the building or otherwise materially prejudices the interests of the Body Corporate, its members or the occupiers of a section generally, the Body Corporate must remedy the Owner’s failure and recover the reasonable costs of doing so from that Owner, provided that in the case of an emergency, no demand or notice need to be given to the Owner concerned.

28.3 Aforesaid provisions may, where applicable, also be applied to Lessees or occupants of Sections.

29. IMPOSITION OF PENALTIES

29.1 If the conduct of an Owner, Lessee or occupant or the Invitees of an Owner, Lessee or occupant constitute/s a nuisance in the opinion of the Trustees, or a contravention of a provision of the STA, STSMA, the Management Rules or these Conduct Rules, the Trustees will implement the following procedure:-

FIRST TRANSGRESSION NOTICE	SECOND TRANSGRESSION NOTICE
In writing to Owner, occupier or tenant	In writing to Owner, occupier or tenant
Explain transgression (offence)	Explain transgression (offence) – relates to the same offence as first offence
Advise to stop	Advise to stop
Give timeframe	Give timeframe
Owner, occupier or tenant may dispute offence	Owner, occupier or tenant may dispute offence
Meet with the Board of Trustees	Meet with the Board of Trustees
No fine may be imposed	Fine may be imposed

29.2 The fine imposed shall be in accordance with the provisions of Annexure “A” hereto as amended by the Body Corporate at a general meeting from time to time.

29.3 The Body Corporate shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions.

29.4 A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Owner shall be deemed to be guilty of a separate contravention for every 24 hours

or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.

- 29.5 An Owner may within 7(seven) calendar days of the date of the written notice in terms of rule 29.1 above submit an objection, with a motivation, against the penalty imposed, to the Trustees.
- 29.6 Upon receipt of the objection, the Trustees may:
- 29.6.1 Withdraw or reduce the penalty; or
 - 29.6.2 Schedule a Trustees' meeting (hearing) for the purpose of considering the objection and invite the Owner to attend the meeting, and/or to be represented at the meeting.
- 29.7 At the Trustees' meeting (hearing) referred to in sub-rule 29.7.2 above, the Owner and/or his representative shall have the right to:
- 29.7.1 Present his case;
 - 29.7.2 Present any evidence, including the calling of witnesses, to substantiate his case;
 - 29.7.3 Cross-examine any person called as witness in support of the charge;
 - 29.7.4 Have access to documents produced in evidence; and
 - 29.7.5 Produce mitigating factors.
- 29.8 The failure of the Owner charged or his representative to attend the Trustees' meeting referred to in sub-rule 29.7.2 shall not render the proceedings at the meeting void. Should the Owner or his representative not attend the Trustees' meeting without providing a reasonable request for postponement, the Trustees may, in their sole discretion, continue with the Trustees' meeting and consider the objection in the absence of the Owner.
- 29.9 Upon the conclusion of the Trustees' meeting, the Trustees shall deliberate the evidence and if so resolved, they may:
- 29.9.1 Uphold the penalty; or
 - 29.9.2 Withdraw or reduce the penalty.
- 29.10 Should the Owner not agree with the decision of the Trustees in terms of rule 29.10 the Owner may request, without prejudice of the other rights or remedies which may be available in terms of the Act or the rules or in law that the Trustees refer the matter to a general meeting of the members for their decision, without prejudice to any other rights or remedies, which the Owner may have in law, or in terms of the Act or the Management Rules.
- 29.11 Notwithstanding the fines, penalties and amounts specified in Annexure "A" of the Conduct Rules, the same may be varied, added to and/or amended at any general meeting of the Body Corporate from time to time.

30. LEGAL COSTS AND OTHER COSTS

- 30.1 An Owner shall be liable for and pay all reasonable legal costs and disbursements (as taxed or agreed by the Owner) incurred by the Body Corporate in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such Owner to the Body Corporate in terms of these Conduct Rules, or in enforcing compliance with these Conduct Rules.
- 30.2 Any costs incurred by the Trustees in terms of these Rules, shall be regarded as a levy and may be added to the levy account of the specific Owner, who was/is liable for the costs in terms of the rules, and may be recovered from the Owner as a levy debt, with interest at the rate applicable to arrear levies.

31. PAYMENTS OF LEVIES AND OTHER CONTRAVENTIONS

- 31.1 Owners are responsible for the payment of their monthly levy, additional costs or additional administration costs monthly in advance, by the 1st day of each month.
- 31.2 Should any Owners experience any discrepancy with regards to monies indicated on their levy statement, they must provide a written explanation of the discrepancy to the managing agent by no later than the 7th of the applicable month.
- 31.3 Any Owners, who choose to pay their levy by way of depositing such payments into the Body Corporate's bank account, and such levies are not reflected on their levy statement the following month, must confirm such payments by means of providing a copy of the deposit slip as proof of payment to the managing agent.
- 31.4 The Body Corporate shall be entitled to debit a member's account with all reasonable legal cost, disbursements and administrative charges incurred by the Body Corporate in recovering levies or in enforcing compliance with these Conduct Rules, either with the member's consent, or if there is a judgement or an adjudication order authorising the aforesaid charges.
- 31.5 An Owner shall be liable for and pay the additional administration charges for any contravention/s of these Conduct Rules contravened by the Owner, his lessee or occupant or the cost to clean or reinstate the Common Property, provided that the Body Corporate will not be entitled to debit a member's account without the member's consent or a judgement or adjudication order authorising the aforesaid charges.
- 31.6 The Trustees shall be entitled to charge interest on arrear amounts at such rate as they may from time to time determine provided that the same does not exceed the maximum rate of interest payable per annum under the National Credit Act.

32. YARDS AND PARKING

The Body Corporate shall be entitled to determine and collect special levies for the maintenance of any of the Exclusive use areas

- 32.1 An Owner, Lessee or occupant of a Unit shall maintain his exclusive use area/s in a neat and tidy condition.

- 32.2 In the event that lawns are mowed by employees of the body corporate or any agents appointed to look after the yards, the lawns will not be mowed if animal excrement is evident on the lawn. Owners, Lessee or occupants will be responsible for removing all animal excrement before lawns are mowed. Should excrement not be removed, the Owner, Lessee or occupant will be responsible for the mowing of the lawn.
- 32.3 No plant or flower may be picked from, nor may any damage be caused to, the garden areas on the Common Property which are not part of any Exclusive use area, and the natural fauna and flora shall not be destroyed, removed or damaged in any way without prior written consent of the Trustees.
- 32.4 No additional plants are to be planted or any alterations made to the garden beds on the Common Property without consent from the Trustees.
- 32.5 Garden tools and other equipment shall not be kept in any place where they will be viewed from other Sections or any portion of the Common Property.
- 32.6 Watering of individual gardens is to be done by the Owners, Lessees or occupants, and all local authority rules or special regulations regarding water restrictions, should they exist, are to be adhered to. The Trustees or the managing agents will not be liable for any fines imposed by the local authority on any Owner, Lessee or occupant found not adhering to special regulations such as water restrictions.
- 32.7 Wall plants and creepers must be properly maintained and not be allowed to cause damage to walls, brickwork or other parts of the structure and must be cut back at the request of the Trustees. Any damage caused will be repaired for the account of the Owner responsible.

33. COMMUNAL FACILITIES

- 33.1 Certain Communal facilities are (or are to be) established on the Common Property comprising, but not necessarily limited to a clubhouse and related facilities.
- 33.2 The communal facilities are primarily for the use of Owners, Lessees or occupants of Units within the Sectional Scheme, but it may be used by their visitors or guests provided that they are accompanied by an Owner, Lessee or occupant and that they comply with these Conduct Rules and any other rules imposed. Owners, Lessees and occupants of Units are responsible for the behaviour of their visitors, invitees or guests and shall ensure that their number at any one time is not such so as to prejudice the comfort, enjoyment or convenience of other Owners, Lessee and occupants wishing to make use of the facilities.

34. ELECTRICITY SUPPLY TO OWNER

- 34.1 In the event of a member of the Body Corporate being more than 60 (sixty days) in arrear in respect of any amount due, owing and payable to the body corporate, then the Body Corporate shall have the right (which may be exercised by the Trustees in their sole and absolute discretion) to institute the necessary legal action as may be available to the Trustees and/or the body corporate in terms of the STA, STSMA and/or the applicable law, insofar as the:
- 34.1.1 the supply of electricity to the Unit of the offending member; and/or

34.1.2 the services rendered by the staff of the body corporate to the Unit or Exclusive use area of the offending member,

is concerned, provided that the body corporate shall have given the offending member 48 (forty eight) hours' notice in writing of its intention to take such steps as may be available to the Trustees and or the body corporate in terms of the STA, STSMA and/or the applicable law, in respect of either both or one of the above items.

34.2 The body corporate reserves the right to also hand the debtors over to a debt collection agency of their choice and/or to report any failure to pay to a credit bureau after following the necessary due process.

35. APPLICABILITY OF RULES TO OWNERS, LESSEES, OCCUPANTS AND VISITORS

35.1 It shall be the duty and responsibility of an Owner to ensure compliance with these Conduct Rules by his Lessees, occupants, visitor and invitees, including the employees, guests and any family members of the Owner, or of his or her Lessees or of the occupants of his or her Section.

35.2 Should any damages be caused by or penalties or fines be imposed on any of the persons referred to in sub-rule (34.1 or 34.2) above, the Owner of the particular Section shall be strictly liable to pay for the damages or to pay the penalties or fines imposed. The Owner concerned may further be held liable for damages, penalties, fines, and all reasonable legal costs and disbursements (as taxed or agreed by the Owner) incurred by the Body Corporate in enforcing compliance with the Conduct Rules. Damages, penalties, fines, legal costs and expenses and charges incurred by the Body Corporate in enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable Owners levy statement and shall bear interest as a levy debt and shall be recovered as a levy.

35.3 The maximum number of occupants per Unit shall be an amount equal to the number of rooms designated as a bedroom on the relevant plans of the Unit multiplied by two.

36. ENFORCEABILITY BY TRUSTEES

The trustee's decision regarding any matter with regards to these Conduct Rules shall be binding on the Owners.

37. EXCLUSIVE USE

The Developer has, in terms of Section 10(7) of the Sectional Titles Schemes Management Act, 2011 imposed and created Exclusive use areas in favour of the Owners of the Sections from time to time, as set out in Annexure "B". The Owners of the Units in the scheme shall have the right of exclusive use to the exclusion of all Owners, Lessees or occupants of those portions of the Common Property (Exclusive use areas) as reflected on Annexure "B" and as is more fully indicated on layout plan annexed hereto marked Annexure "C".

ANNEXURE A

LIST OF OFFENCES AND SCHEDULE OF FINES

SCHEDULE OF PENALTY LEVIES AND CONDUCT TRANSGRESSION LEVIES

1. SECURITY

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Employees of Members and Residents	First offence	Warning
	Second offence	Penalty of R500
	Subsequent offences	Penalty equal to double the previous penalty imposed provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned
Family, guests and service providers	First offence	Warning
	Second offence	Penalty of R500.00
	Subsequent offences	Penalty equal to double the previous penalty imposed provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned
Building Contractors	First offence	Warning
	Second offence	Penalty of R500.00
	Subsequent offences	Penalty equal to double the previous penalty imposed provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned
General compliance with all security measures	First offence	Warning
	Second offence	Penalty of R500.00
	Subsequent offences	Penalty equal to double the previous penalty imposed provided that the penalties levied in terms hereof shall

		not be more than the applicable monthly levy of the Owner concerned
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2. PETS

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Pets	First offence	Written warning
	Second offence	Penalty of R500
	Subsequent offences	Double the last imposed penalty provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned

3. VEHICLES

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Vehicles and Conduct	First offence	Warning
	Second Offence	Penalty of R500
	Subsequent offences	Penalty equal to double the previous penalty imposed provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned
Speed limit 21 to 39km/h	Offences	Warning
40 to 49km/h	First Offence	Warning
	Second Offence	Penalty of R500
	Subsequent Offences	Penalty equal to double the previous penalty imposed provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned
50 to 54km/h	First Offence	Warning

55 and above	Second Offence	Penalty of R700
	Subsequent Offences	Penalty equal to double the previous penalty imposed provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned
	First Offence	Warning
	Second Offence	Penalty of R2000
	Subsequent Offences	Penalty equal to double the previous penalty imposed provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned

4. STORAGE AND LAUNDRY

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Storage Laundry	First offence	Written warning
	Second offence	Penalty levy of R500
	Subsequent offences	Double the last imposed penalty provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned

5. MAINTENANCE & LANDSCAPING

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Dumping of garden refuse	First offence	Written warning
	Second offence	Penalty levy of R2000
	Subsequent offences	Double the last imposed penalty provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned (whichever is the lesser).

6. NOISE AND NUISANCE

Breach of Rules Relating to:		Penalty Value
Paragraph 19	First offence	Written warning
	Second offence	Penalty levy of R500.00
	Subsequent offences	Double the last imposed penalty provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned
Fire Crackers	First offence	Written warning
	Second offence	Penalty levy of R2 000.00
	Subsequent offences	Double the last imposed penalty provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned

7. PRIVATE HOUSE PARTIES

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Private Parties	First Offence	Written warning
	Second offence	Penalty levy of R2000.00
	Subsequent offences	Double the last imposed penalty provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned

8. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Breach of rules by Lessee	First Offence	Written warning
	Second offence	Penalty levy of R2000.00
	Subsequent offences	Double the last imposed penalty provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned

9. ANY OTHER BREACH OF THE CONDUCT RULES

Breach of Rules Relating to:	Number of Offence:	Penalty Value:
Any other breach of rules by Owner, Lessee, invitee or guest	First Offence	Written warning
	Second offence	Penalty of R500.00 for minor breaches, which breach shall be determined to be a minor breach by the Trustees acting in their sole discretion Penalty of R1500.00 for serious breaches of the Conduct Rules
	Subsequent offences	Penalty equal to double the previous penalty imposed provided that the penalties levied in terms hereof shall not be more than the applicable monthly levy of the Owner concerned
Any breach of rules by Owner in respect of short-term letting	First Offence	Warning
	Second offence	Penalty equal to 99% of the monthly levy payable
	Subsequent offences	Penalty equal to 99% of the monthly levy payable