



rural development
& land reform

Department:
Rural Development & Land Reform
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE REGISTRAR OF DEEDS
Private Bag X9028, Pietermaritzburg, 3200; Tel: 033 355 6800; Fax: 033 345 5101

J Leslie Smith & Co

By Hand

Dear Sir / Madam

**NOTIFICATION IN TERMS OF SECTION 35(5) AND REGULATION 30(3) AND
(4) AND REG 30 (7) OF THE SECTIONAL TITLES ACT 1986**

Your letter dated 07/04/2015 refers.

Receipt is acknowledged of your abovementioned letter, the contents thereof having been noted in the relevant file of the Scheme known as Park North of Sectional Plan Number SS 243/1994.

Yours faithfully

REGISTRAR OF DEEDS: PIETERMARITZBURG
Date: 10/04/2015

Enquiries: Chris Lowe
Telephone: 033 -355 6800
Our Ref: AE 6/6/1(S 114)
Your Ref:

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BODY CORPORATE OF PARK NORTH

No. SS : 243/1994

CONDUCT RULES

SUBSTITUTED IN TERMS OF

Section 35(2) (b) of the Sectional Titles Act, 1986

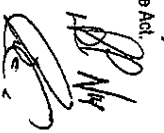
1. Preliminary
The rules contained in this schedule shall not be added to, amended or repealed except by the Special Resolution of the members of the Body Corporate in accordance with the Act.
2. Interpretation
In the interpretation of these rules, unless the context indicates otherwise:-
 - 2.1 "Act" means the Sectional Titles Act 95 of 1986 [as amended] and any regulation made there under.
 - 2.2 The words used shall bear the meanings as assigned to them in the Act.
 - 2.3 Words importing -
 - 2.3.1 Singular number only shall include the plural, and the converse shall also apply.
 - 2.3.2 Masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
 - 2.4 The headings to the respective rules are provided for the convenience of reference only and are not to be taken into account in the interpretation of the rules.
 - 2.5 "Trustee" includes an alternate trustee, trustees' representative or an Administrator appointed in terms of section 46 of the Act.
 - 2.6 "Owner" shall be the person holding title to the unit.
 - 2.7 "Tenant" shall be persons other than the Owner as may be in occupation of a section on authority granted by the Owner or the Owner's agent, in terms of a letting agreement in writing.
 - 2.8 "Occupant" shall be any person in permanent occupation of a section and who is not an Owner or a Tenant.



- 2.9 "Owner/Tenant / Occupant" unless the context provides expressly otherwise, any reference to the one shall include the others.
- 2.10 "Visitors" shall include any person who is not an Owner, Tenant or Occupant, including but not limited to guests, employees or service providers of the Owner, Tenant or Occupant.
- 2.11 "Vehicle" shall include any motor vehicle, motor cycle, caravan, trailer, boat, jet ski, bicycle and containers which would ordinarily be used to house goods for transport for example shipping containers which may be adapted for parking or business activities.
3. Application of Conduct Rules
- 3.1 All Owners, Tenants, Occupants and Visitors must comply with the provisions of these Conduct Rules.
- 3.2 Owners and Tenants are responsible for the conduct of their Occupants and Visitors. A breach of these Conduct Rules by a Tenant, Occupant or Visitor shall additionally constitute a breach by the Owner of the relevant unit.
- 3.3 The decision of the Trustees in regard to the interpretation of these Conduct Rules shall be final and binding on all Owners, Tenants, Occupants and Visitors.
4. Usage of Sections and Common Property
 - 4.1 The maximum number of persons permitted to occupy a section shall, subject to 4.5 below, be as follows:
 - 4.1.1 Flats ending with 1, 3, 5, 7 or 9 - Four (4) persons - children & children under are counted
 - 4.1.2 Flats ending with 2, 4, 6, or 8 - Three (3) persons - children & children under are counted
 - 4.2 A balcony which has been enclosed in any manner may not be utilised as a bedroom unless:
 - 4.2.1 the local authority has approved the alterations in terms of which the balcony was enclosed.
 - 4.2.2 proof of authority of the approval by the local authority has been furnished to the Trustees.
 - 4.2.3 the Trustees have confirmed in writing that the requisite resolutions by the Trustees and/ or by the Body Corporate have been passed.
- 4.3 A section, other than the business sections on the ground floor, may only be used for residential purposes. No business or commercial activities, business professions or trades shall be permitted to take place within a section, exclusive use area or on the common property, whether or not for gain. None of the ground floor business sections shall be used for residential purposes.
- 4.4 Any conduct or act within a section or on the common property which constitutes a breach of a municipal by-law, other local authority regulation or National Building Regulation or Standard shall constitute a breach of these Conduct Rules and should such municipal by-law, other local authority regulation or National Building Regulation or Standard differ from the provisions contained in those rules then such local authority regulation or National Building Regulation or Standard shall be deemed to replace such rule.



- 4.5 An Owner and/ or Tenant shall not do or permit or allow to be done within his section or on the common property anything which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.
- 4.6 Owners, Tenants and Occupants shall ensure that their respective activities in, and uses of the sections and common property or any part thereof with all services facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for other Owners, Tenants and Occupants and in accordance with these rules, and the provisions of the Act. This rule shall likewise apply to Visitors.
- 4.7 Owners, Tenants and Occupants shall not cause or commit any disorderly conduct of whatsoever nature within the section or on any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other Owner or Tenant, in the quiet enjoyment of their own section or which is likely to or in any way tend to affect detrimentally the benefit, enjoyment, right of occupation, or the interest of any other Owner, Tenant or Occupant.
- 4.8 The use of music or television sets, recording equipment and the like or the playing of musical instruments must be within the confinement of the section and must be used in such a manner so as not to be heard in adjoining sections or on the common property.
- 4.9 If a unit is occupied, the owner shall be responsible for ensuring that municipal water is available at all times in order to prevent the illegal usage of Body Corporate fire water systems.
- 4.10 No object or item of whatsoever nature shall be stored, left or erected on the common property without prior written consent of the Trustees.
- 4.11 Refuse or litter (including cigarette ends) shall not be thrown out of the windows or off the balconies or on any part of the common property.
- 4.12 No signs, writing or notices shall be placed or allowed to be placed in or upon any portion of the common property except with the prior written consent of the Trustees and subject to any conditions imposed by the Trustees.
- 4.13 Smoking in all common areas is strictly prohibited in accordance with the prevailing legislation in the Republic of South Africa.
- 4.14 No auctions or junkie sales may be conducted within a section, exclusive use area or on the common property.
- 4.15 Where these rules are in conflict with any municipal by-law, other local authority regulation or National Building Regulation or Standard then such municipal by-law, other local authority regulation or National Building Regulation or Standard shall prevail.
- 5. Letting
An Owner may let or part with occupation of his section provided:-
5.1 That no such letting and or parting with occupation shall in anyway release the Owner from any of his obligations to the Body Corporate, or in terms of the Management and Conduct rules or the Act.



- 5.2 The seller or Owner shall be responsible to provide the new owner / Tenant with a copy of the Conduct Rules and to ensure that the contents thereof are read and understood and signed by the tenant.
- 5.3 That as a condition precedent to any letting and or parting with occupation, the Owner shall secure from the Tenant or the person to whom occupation is given as the case may be, an undertaking in favour of the Body Corporate that such Tenant or person shall duly observe all the Conduct Rules. Such undertaking shall be in such terms as the Body Corporate shall from time to time require and it shall be lodged in writing with the Trustees prior to such Tenant or person being given occupation of the section.
- 5.4 The Owner shall ensure that all lease agreements between himself and the Tenant are reduced to writing and that these agreements are accompanied by a copy of these rules.
- 5.5 No such lease of a residential unit, or parting with occupation shall be for a period of less than six (6) months.
- 5.6 It shall be express terms of the lease and the lease agreement that:
 - 5.6.1 A breach of these Conduct Rules shall constitute a breach of the lease agreement.
 - 5.6.2 The Owner cedes and assigns to the Body Corporate the Owner's right, and entitlement to cancel the lease agreement in the event of a breach by the Tenant or his Occupants of these Conduct Rules, and to procure an eviction order, should the Tenant and his Occupants fail to vacate the section upon cancellation of the agreement.
 - 5.6.3 The Owner shall be responsible for the costs of enforcing such cessation and assignment.
 - 5.6.4 The maximum number of persons permitted to occupy the section in terms of these rules is recorded in the agreement and that the Owner undertakes to make sure that his Tenant complies with the maximum number of persons in occupation of the section.
 - 5.6.5 No sub-letting of a section or any portion thereof shall be permitted.
- 5.7 The Owner shall furnish the Trustees with a copy of the written agreement of lease and written acknowledgment of receipt of these Conduct Rules together with a copy of the Identity documents of all authorised occupants in terms of the agreement.
- 5.8 No Owner shall lease or otherwise grant rights of occupancy to any person on terms which are inconsistent with these rules or any law effective in the Republic of South Africa.
- 5.9 The Trustees shall be entitled to refuse entry to any person who claims to be a Tenant or authorised occupant if the provisions of this rule have not been adhered to.
- 5.10 The Trustees shall be entitled to refuse consent to an Owner to lease his section when, in the discretion of the Trustees, the prospective Tenant is deemed to be undesirable.
- 5.11 All Tenants may be interviewed by the Trustees to ensure that the Conduct Rules are explained to them and accepted by the Tenant prior to the Tenant moving into the section, which process is accepted by the Owner. Such meeting is to be arranged at a date, time and venue determined by the Trustees.



6. Sale of Units
- 6.1 In the event of the sale agreement providing for the purchaser of the unit to take occupation of the section prior to the date of registration of transfer, the purchaser shall be regarded as a Tenant in respect of such early occupancy and the provisions of rule 5 above shall apply, provided that the sale agreement shall constitute the lease / right of occupancy agreement.
7. Moving In/Out
- 7.1 Persons shall only be entitled to move in / move out of a section Monday to Friday between the hours of 08h00 and 18h00 and on Saturday between the hours of 08h00 and 12h00, excluding on any recognised public holiday.
- 7.2 Lift fee due by person moving in is R100,00 (non refundable) and may be revised by the Trustees
- 7.3 Prior to moving in or moving out, the Owner or Tenant shall notify the Trustees in writing of the person(s) who shall be moving in, the person(s) who shall be moving out and the time and date of the moving.
- 7.3.1. Should any damage be caused to the common property as a result of moving in or moving out, the Trustees shall be entitled to recover from the Owner of the unit the reasonable costs of repairing such damage.
8. Visitors
- 8.1 For the purposes of this rule, a person shall be deemed to be a Visitor unless they are:
- 8.1.1 an Owner;
- 8.1.2 a Tenant, if the requirements and provisions contained in these Conduct Rules pertaining to the letting of sections have been complied with;
- 8.1.3 An Occupant, authorised by the Owner or Tenant, and not in breach of the provisions in these rules relating to the maximum number of persons entitled to occupy a section.
- 8.2 Visitors to Owners and Tenants may only visit during visitor hours. Visitor hours shall be from 08h00 to 22h00 or as determined by the Trustees from time to time. Should visitors require access outside of the visitor hours, this must be authorised in writing by the Trustees at least twenty four (24) hours prior to the intended visit.
- 8.3 In the event of a Visitor failing to exit the section and common property before the end of visitor hours, the Trustees shall be entitled to charge the Owner of the section concerned a reasonable overnight stay fee. The overnight stay fee per visitor shall be R100 or as subsequently revised by the trustees from time to time.
- 8.4 The Body Corporate shall be entitled to debit the Owner's levy account with such overnight stay fee irrespective of whether the unit is being let out in terms of the provisions of paragraph 5 above.
- 8.5 In the event that any visitation, as contemplated in 8.2, results in a breach of the maximum number of persons permitted to occupy a section, then and in that event, the Trustees shall be entitled, in their sole and absolute discretion, to charge a reasonable over-occupation fee, in addition to the overnight stay fee, in order to defray any additional expenses incurred by the body corporate as a result of the

- maximum occupancy having been exceeded. The over-occupation fee per person shall be R100 or as subsequently revised by the trustees from time to time.
- 8.6 The raising and paying of the overnight stay fee shall not prevent the Trustees from taking further action against the Owner for a breach in the maximum occupancy rule.
9. Security and Personnel
- 9.1 It is recorded that security of persons and property is of utmost importance and of concern to all Owners and Tenants and that it is imperative that comprehensive and strict security measures are maintained, enforced and adapted when necessary, in the interests of all Owners and Tenants.
- 9.2 All Owners, Tenants, Occupants and Visitors shall obey any lawful instruction given by the security and other personnel engaged by the Body Corporate.
- 9.3 All gates and external doors to the building to be kept locked at all times
10. Access Control
- 10.1 Access to each entrance to the common property and to the buildings on the common property, whether pedestrian or vehicular, is subject to access control. Access to the common property or to any building shall be denied to any person who has not complied with the security protocol contained herein or determined by the Trustees from time to time in terms hereof.
- 10.2 An access control system shall be implemented at each entrance to the common property and to the buildings thereon, being by way of control by security personnel, or by way of an automated system, or a combination of both. The Trustees shall be entitled to determine which access control system shall be implemented at each entrance.
- 10.3 The disc or device for gaining access via the automated system may be obtained from the Trustees/Managing Agents upon payment of a fee determined by the Trustees from time to time. Such device shall only be issued upon the Trustees being furnished with the name, copy of identity document and identity number and section number of the Owner and Tenant to which the device is being issued and proof to the satisfaction of the Trustees of such person's entitlement to occupy the section. No device shall be issued to a Visitor. The Trustees shall be entitled to restrict the number of devices issued to persons in respect of a particular section, to the number of persons entitled to occupy such section in terms of these rules, unless good cause is shown why further or replacement devices should be issued.
- 10.4 Where an access entrance is controlled by biometric (finger print) access device, the qualifying criteria set out in 10.3 above shall apply.
- 10.5 Only persons in possession of the disc or device or whose finger prints have been captured on the system may enter via the automated system. Owners, Tenants and authorised Occupants may not utilise their disc or device or fingerprint to allow admission to any other person.
- 10.6 An Owner, Tenant or Occupant shall not lend or give the disc or device issued to him to any other person.
- 10.7 All persons other than Owners, Tenants or authorised Occupants in possession of the aforementioned disc or device or whose finger prints have been captured on the system shall gain entry to the common

property and buildings only via the main entrance. Such persons shall be admitted by the owner/authorised tenant only upon compliance with these rules.

10.8 Any goods and/or furniture leaving a section must be accompanied by the Owner or Tenant of the section, alternatively written authorisation for the removal of the goods or furniture must be furnished by the Owner or Tenant prior to the removal.

10.9 Any service providers including contractors or workmen engaged by an Owner or Tenant and who may require to move around in the corridors and other areas of the common property, must be issued with an authorisation letter from the Owner or Tenant in which is set out the nature of the work being undertaken and the period for which the contractor or workman is authorised to be present within the section or the common property. Contractors and workmen may not enter the building earlier than 07h00 and must vacate by 16h30, except in the case of emergency and authorised by the Trustees.

11. Alterations to a Section

11.1 An Owner may not make any structural alterations to the interior of his section or to the plumbing or electrical installations without the prior written consent of the Trustees and then subject to such conditions that the Trustees may impose.

11.2 No Owner shall sub-divide or partition any section or exclusive use area or any part thereof without observing the provisions of the Act.

11.3 An Owner may place in his section and at his own expense fixtures or fittings which do not alter the section room design and layout, including mantels, light fittings, refrigerators, cooking ranges, woodwork, paneling, ceilings and internal doors, subject always to the condition that the Owner shall at all times be responsible for the proper placement, installation and use in such a manner that will not endanger or jeopardize or interfere with the safety of the section and other sections and the common property.

11.4 An Owner or person authorised by him may install:-

11.4.1 Any locking device, safety gate, burglar bars or any other safety device for the protection of his section;

11.4.2 Any screen or other device that will prevent entry of animals or insects into his section.

11.5 The rights granted in sub-paragraphs 11.4.1 and 11.4.2 above shall be subject to the written approval by the Trustees of the nature and design of the device and the manner of its installation.

11.6 No building or alterations which cause undue noise shall be carried out except between the hours of 08h00 and 16h00 on week days, excluding recognized public holidays.

11.7 The Supervisor must be notified at least 1 (one) day prior to the planned commencement of any building or alteration work including the exact nature and duration of the intended building or alterations.

11.8 Every Owner, service provider or contractor shall daily during the duration of alterations, leave any common property affected by the alteration work in a clean and tidy condition.

12. Improvements to the Common Property

12.1 No owner shall make any external alterations and additions to the common property unless such proposal has been approved by Special Resolution at a general meeting of Owners.

13. Damage, Alteration and/or Additions to Common Property

13.1 Should any damage be caused to common property by any Owner, Tenant, Occupant or Visitor, the Owner shall be liable to the Body Corporate for the reasonable cost of repair or restoration relating to such damage.

13.2 An Owner or Tenant shall not mark, paint, drive nails or screws or the like into, or otherwise damage the Common Property without first obtaining the written consent of the Trustees.

14. Air Conditioning Units, Television Aerials, Satellite Dishes and Awnings

14.1 No Owner shall place or allow to be placed in a section or any part thereof (or any part of the common property which he is entitled to occupy) any air conditioning equipment, or apparatus, or television aerial or equipment or awning which requires attachment to a structure of the building, except with the prior written consent of the Trustees, who in giving such consent may impose such conditions as to the method of installation, type, specification, colour and removal thereof as in their absolute discretion shall deem fit.

14.2 An Owner shall be required to keep his permitted air conditioning unit, television aerial or equipment or awning in a state of good repair and to the satisfaction of the Trustees. Should the Trustees not be satisfied with the working order of any particular air conditioning unit, television aerial or equipment or awning, the Owner of such shall have it repaired to the satisfaction of the Trustees. The repairs shall be done at the owner's expense who shall have no claim for compensation against the Body Corporate or the Trustees.

15. Appearance from the Outside

15.1 The Owner or Tenant of a section or any exclusive use area shall not place or do anything on any part of the common property, which in the sole discretion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the section or exclusive use area.

15.2 The application of solar film to any window shall only be permitted with the written consent of the Trustees, who may at their sole discretion, impose restrictions in respect of the colour and density of such film.

15.3 An Owner or Tenant may not paint or decorate the exterior of a section, except with the written consent of the Trustees.

15.4 An Owner or Tenant may not paint or decorate the windows in the section, whether on the interior or exterior, without the written consent of the Trustees.

- 16. Domestic Employees
- 16.1 An Owner or Tenant shall not be entitled to employ a domestic employee without the written consent of the Trustees. If the Domestic worker will be staying over in the flat, he/she will be counted as an occupant (if long term) or a sleeper (for occasional visits).
- 16.2 An Owner or Tenant wishing to employ a domestic employee must submit to the Trustees a written application containing such person's full names, a copy of their identity document and number and residential address.
- 16.3 In granting consent, the Trustees shall be entitled to prescribe any reasonable condition.
- 16.4 In the event that a domestic employee is found to be in breach of these rules, in circumstances where the breach is repeated, alternatively perpetual, further alternatively is in the opinion of the Trustees of a serious nature, the Trustees shall be entitled to withdraw their consent. In which event the domestic employee shall no longer be permitted entry onto the common property or into the section.
- 16.5 Domestic employees are not permitted to take on the common property or to utilise any of the common property facilities.
- 16.6 The Trustees shall be entitled to determine that domestic employees must be issued with identification cards by the Body Corporate and that they be required to keep such identification cards on their person at all times and to produce such identification cards for inspection upon request by any Trustee, employee of the Body Corporate or other person duly authorised by the Trustees.
- 17. Supervision of Children
- 17.1 Owners and Tenants are to supervise their children and the children of their Visitors at all times to ensure that no provision of these Conduct Rules is breached by any such children, and that no damage to property or nuisance to another Owner or Tenant is caused. In particular, and without affecting the generality of the foregoing, children shall not deface, damage or interfere with plants, signage, fire hoses or climb onto the roof of any portion of the building.
- 18. Pets
- 18.1 An Owner or Tenant shall not keep any animal, bird, reptile or pet in a section or on the common property, or cause or allow such animal, bird, reptile or pet to be brought onto the common property or section, irrespective of the intended permanence or otherwise thereof without the written consent of the Trustees. When granting such approval the Trustees shall be entitled to prescribe any reasonable conditions which if not adhered to will result in the cancellation of the permission and the pet will have to be removed.
- 19. Refuse Removal
- 19.1 An Owner or Tenant of a section shall:-
 Ensure that his refuse is placed in a receptacle in such portion of the common property so designated, and that such receptacle shall be kept properly covered at all times.

- 20.2 Ensure that refuse is securely wrapped and in the case of tins or other containers, completely drained, prior to being placed in the receptacle.
- 20.3 Where, for the benefit of Owners and Tenants, receptacles are provided in an area other than those normally designated, refuse shall only be deposited in such receptacle and not on top or in the vicinity of such receptacle. Such receptacles as are provided with lids shall at all times be properly covered.
- 20.4 Refuse excludes items which will not be removed by the municipal appointed refuse removal entities, including but not limited to discarded furniture items, electrical appliances, sporting equipment, clothing, rubble of any nature, garden refuse, unduly large boxes and household items and/or any similar items.
- 20. Laundry
- 20.1 The Owner or Tenant shall not allow any of his linen or clothing to be hung on the outside of any section or on the common property including passages unless such part of the common property is specifically designated for such purpose. Carpets and mats shall not be shaken or beaten over balconies or through windows.
- 20.2 An Owner or Tenant of a section shall not, without the written consent of the Trustees, erect his own washing lines.
- 20.3 The body corporate reserves the right to remove any washing incorrectly hung or left overnight so as to ensure the protection of the common property and the appearance thereof.
- 21. Games
- 21.1 No person shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of a section or on any part of the common property and no person shall play, run, cycle, use skate boards or roller blades or the like or make a noise in any parking area, landing, staircases, entrance areas, or any part of the common property.
- 22. Hazards
- 22.1 All Owners shall take all precautions possible, having regard to the plumbing system of the building, to avoid damage to other Sections or any part of the common property by the damage of water pipes and electrical cables embedded in the walls or floor of their section or arising from the water or electrical supply system of their section.
- 22.2 The Trustees shall be informed of all and any water leaks as soon as possible. An Owner will be held responsible for any damage to another section or to any part of the common property resulting from the penetration of water through the floor or walls of his section or caused by the plumbing supply system of his section.
- 22.3 Where there is a loss of water through damage or leaks, the body corporate may attend to the required plumbing repairs and recover the costs from the responsible Owner, including an estimate of the cost of water losses.
- 22.4 An Owner may not store any substances in his section or on any part of the common property which would increase the hazard of fire or commit or permit any act which would increase the hazard of fire, including candles, paraffin, gas cooking or brazals.

- 22.5 No braai or any fires of any nature are permitted on balconies or on any other part of an Owner's section or exclusive use area.
- 22.6 No Owner or Tenant shall keep in his section or any part of the common property any materials of a dangerous or explosive nature, the keeping of which contravenes any statute, local municipal regulation or by-law or constitutes a nuisance to any other occupier of the building or in any way affects the insurance cover of the body corporate.
- 22.7 Any Owner or Tenant intending to leave his section unoccupied for a period exceeding forty eight (48) hours shall advise the Managing Trustee or a Trustee thereof in writing.
23. Electricity and water
An Owner shall make his own arrangements with the local authority for the opening of an electrically and/or water account OR USE THE PREPAID METERS AS FITTED and for the supply of such services and shall pay for all the electricity or water consumed in his section or exclusive use area which is separately metered and shall supply his own light bulbs.
24. Activities on Common Property and in Sections
- 24.1 No gardening or form of planting is permitted by any Owner or Tenant on any part of the common property. All gardening shall be controlled by the Trustees unless specifically agreed otherwise.
- 24.2 No hobbies or other activities shall be conducted in a section, exclusive use area or on the common property should such hobby or activity cause a nuisance to any other occupier of the building.
- 24.3 Any such hobbies and activities which may cause undue noise shall not be permitted under any circumstances whatsoever. The decision of the Trustees shall be final in this regard.
- 24.4 No business may be conducted from the sections or common property other than the designated business sections on the ground floor.
25. Restraint against Time-Sharing
No Owner shall dispose of an undivided share in his section in any fashion whatsoever as contemplated in the Property Time-Sharing Act either directly or indirectly, whether such time-sharing be on the basis of a sale (or any other form of disposal including a lease) or an undivided share in the section or by way of sale or share blocks under the Share Blocks Control Act or by the promotion of a "Club" with members being entitled to occupy periodically or interrupted periods during any one year or otherwise; neither shall any form of limited occupation rights be allowed. The whole purpose of this rule is to disallow any form of time-sharing be it in the formal mentioned in this rule or the said Act or not save that time-sharing shall not include occupation rights which stem from a lease dealing with a single fixed period only, subject, however, to rule 5.5 above.
26. Eradication of Pests
An Owner shall keep his section and exclusive use area free of white ants, borer and other wood destroying insects and cockroaches, and to this end shall permit the Trustees or employees to enter the section from time to time for the purposes of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection and eradicating of any such pests as may be found within the section or exclusive use area, any replacement of any woodwork

- or other material forming part thereof which may be damaged by such pests shall be borne by the Owner of the section concerned.
27. Layoff Payments
These rules are in addition to any specific obligations contained in this regard in either the Management Rules or the Act.
- 27.1 Levy payments and any or all other charges relating on the levy account of the Owner will be due and payable in advance for the full year. Monthly payments will be accepted provided levies are kept up to date being payable on the first day of each and every month.
- 27.2 No owner shall be entitled to withhold any contribution lawfully due by him for any reason whatsoever.
- 27.3 Interest shall be payable on all arrears and at such rate as the Trustees may determine from time to time.
28. Breach of Rules
- 28.1 In addition to and without prejudice to the rights created in Management Rule 71 and any other recourse available to the body corporate in law:
- 28.1.1 Where an Owner, Tenant, Occupant or Visitor commits any breach of the management or conduct rules or of the provisions of the Act, and
- a. the Body Corporate has delivered a notice to the Owner requesting the Owner to remedy the breach within a specified period, and
- b. the Owner has failed to remedy the breach within the period specified, or
- 28.1.2 Where an Owner, Tenant, Occupant or Visitor commits a further breach of the same management or conduct rules or provisions of the Act, or
- 28.1.3 Where an Owner, Tenant, Occupant or Visitor commits any breach of the management or conduct rules or provisions of the Act which is of such a nature or occurrence that urgency or practicality does not allow for prior written notice to the Owner to remedy the breach;
- 28.2 The Trustees shall be entitled to, notwithstanding any previous indulgence shown to the Owner and without prejudice to any damages or loss which the body corporate or any other Owner may suffer due to the breach or failure to remedy the breach:
- 28.2.1 take such action against the Owner as may be available to them to enforce the relevant provision of the rules or the Act;
- 28.2.2 take steps to prohibit the defaulting Owner or Tenant from continuing with or repeating the unlawful conduct.
- 28.3 In the event of any actions or proceedings being taken by the body corporate to enforce compliance with the rules or the Act, all direct and indirect costs and expenses (including Attorney/Client costs,

- attorney and client fees/ disbursements, and if applicable, collection commission), incurred by the body corporate in enforcing compliance, shall be charged to the levy account of and paid by the defaulting Owner.
- 29.4 The body corporate may take action directly against the Owner notwithstanding that the breach of the Management or Conduct Rules or the Act has been committed by the Tenant or an Occupant or a Visitor. This proviso will not restrict the body corporate from taking action against other persons responsible for the breach.
29. Penalties
- 29.1 The Trustees are authorised to impose penalties in respect of a breach of the management and conduct rules or provisions of the Act.
- 29.2 Trustees shall determine penalties for the breach of the rules or the Act. The penalty for a first breach shall be R250 and for a repeat breach of the same rule R500. Thereafter the penalty shall be determined with reference to the provisions in 30.3 below. Penalties may be revised by the Trustees as and when it is deemed necessary, which revised penalties will be communicated to the Owners. It shall not be necessary to formally amend these rules upon revision of the penalties.
- 29.3 Any Owner or Tenant who contravenes or fails to comply with any provision of the rules or any condition or direction given in terms thereof, shall be deemed to have breached the rules and will be liable to pay a penalty not exceeding R5 000.00 (five thousand Rands), escalating by 10% per annum, which penalty shall be determined by the Trustees.
- 29.4 Such penalty shall be debited to the Owner's levy account.
- 29.5 A Tenant may have a penalty imposed by the Trustees, and if such penalty is not paid by the Tenant on demand, then the Owner shall be liable for the penalty, provided that the Owner is informed of the particulars of the breach by the Tenant in writing.
- 29.6 Any penalty imposed upon any Owner shall be deemed to be a debt due by the Owner to the body corporate and shall be recoverable by ordinary civil process.
- 29.7 The following procedures shall be adopted when enforcing provisions of the Management or Conduct Rules or the Act and imposing penalties:-
- 29.7.1 The Trustees and a witness shall investigate the alleged breach of the rules or the Act and prepare a Report of the Incident.
- 29.7.2 The Report of the Incident shall include:
- The nature of the breach;
 - The place of incident;
 - The date and approximate time of the incident;
 - The parties involved and what action, if any, was taken, e.g. verbally informed of rule breach, informed of the consequences of a repetition of the breach, including a possible penalty.
- 29.7.3 The Trustees shall thereafter prepare a Notice, which shall include:
- The section of the rules or Act breached;
 - The prescribed period within which the breach must be remedied;



- That if the breach of the rules or the Act is disputed, a written appeal/ dispute shall be lodged with the Trustees care of the managing agent, within ten (10) days of date of Notice;
 - That if no appeal/ dispute is lodged within the prescribed period it would be deemed admission to the allegation or charge and that a penalty will be imposed.
- 29.8 The Trustees shall serve a copy of the Notice and the Report of the Incident on the Owner's domicile by prepaid registered mail or alternatively where the body corporate or its representative is in possession of alternative Owner contact details, by e-mail or fax or hand delivery and, if applicable, on the Tenant by hand delivery.
- 29.9 Should the Owner or Tenant again breach the same rule, 30.7 above shall apply, and:
- 29.9.1 The Trustees shall verbally inform the Owner and, if applicable, the Tenant, that it is a repeat offence and that a penalty will be imposed.
- 29.9.2 The Trustees shall serve a copy of the Notice and the Report of the repeat incident on the Owner by prepaid registered mail and, if applicable, on the Tenant by hand delivery, together with a copy of the Notice of the first incident.
- 29.10 The Trustees shall within twenty one (21) days of receipt of an appeal/ dispute, conduct a further investigation of the incident and inform the Owner and, if applicable, the Tenant, of the outcome of their investigation, in writing.
- 29.11 Should the Owner not accept the Trustees' findings, he shall demand that the appeal/ dispute be referred to arbitration within ten (10) days of receipt of the Trustees' written findings.
- 29.12 If the Owner fails to exercise his right to refer the appeal/ dispute to arbitration within the prescribed period, it would be deemed that the Owner has withdrawn his appeal/ dispute and admitted to the allegation or charge.
- 29.13 The provisions of management rule 71 shall *mutatis mutandis* apply to arbitration in terms of these rules.

