

BODY CORPORATE OF THE TUGELA

SCHEME NO.: 154/1990.

Premises shall mean the residential building known as Tugela erected at 30 Sol Harris Crescent, North Beach, Durban, 4001

CONDUCT RULES

SECTIONAL TITLES ACT NO. 95 OF 1986

PART V111 – RULES AND BODY CORPORATE

Rules submitted, added to amended or repealed by special resolution passed by the Body Corporate of Tugela as contemplated in Section 35(2) (b) of the Sectional Titles Act, No. 95 of 1986 and being for the control, management and administration of Tugela for the use and enjoyment of all sections and common property for the benefit of all owners.

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DEFINITIONS

- (1) "Act": means the Sectional Titles Act No. 95 of 1986 (as amended) and any regulation made there under.
- (2) "Body Corporate": in relation to a building and the land on which such building is situated means the Scheme in which every person becomes an owner of a section in that Scheme.
- (3) "Common property": in relation to the Scheme means -
 - a) The land included in the Scheme
 - b) Such parts of the building or sections as are not included in the owners section.
- (4) "Exclusive use area": Means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections, to whom such rights are allocated by the registration of a unilateral notarial deed in their favour.
- (5) "Owner": means in relation to immovable property, real rights in immovable property and notarial bonds of sections.
 - a) Registered in the names of both spouses in a marriage in community of property.
 - b) Registered in the name of only one spouse and forming part of the joint estate of both parties in a marriage in community of property, either one or both the spouses.
- (6) "Occupant": shall be any person in permanent occupation of a section and who is not an owner or a tenant.
- (7) "Owner/Tenant/Occupant": unless the content provides expressly otherwise, any reference to the one shall include the others.
- (8) "Participation quota": the participation quota of a section shall be a percentage expressed to four decimal places, and arrived at by dividing the floor area, correct to the nearest square metre of the section, to all the sections in the building or buildings comprised in the Scheme.
- (9) "Registered mortgagee": means a mortgagee of whom the Body Corporate has been notified in writing as contemplated in Section 44(1) (f) of the Act.
- (10) "Sectional title deed": means a certificate of registered sectional title or a deed of transfer.
- (11) "Special resolution": means a resolution passed by a majority of not less than 75% of votes (reckoned in value or number) of the members of the Body Corporate who are present or represented by proxy or by a representative by law at a general meeting of which at least 30 days written notice, specifying the purpose of the proposed resolution has been given.
- (12) "Tenant": means any person or persons who entered into a lease agreement with an owner of a section for his personal and family use.
- (13) "Trustee": includes an alternative Trustee, Trustees' representative or an administrator appointed in terms of Section 46 of the Act.

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- (14) "Tugela": means the Body Corporate of the Tugela scheme No: 154/1990, such name and number referred to in Sections 36 (3) of the Act.
- (15) "Unanimous resolution": means a resolution passed unanimously by all the members of the Body Corporate who are present or represented by proxy or by a representative recognised by law at a general meeting of the Body Corporate of which at least 30 days written notice, specifying the purpose of the unanimous resolution has been given and at which meeting at least 80% of all members of the Body Corporate (reckoned in number or value) are present or so represented.
- (16) "Unit/flat": means a section registered in the name of an owner/s.
- (17) "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, shipping containers, which may be adapted for parking or business activities.
- (18) "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.



Table of Contents

<u>PRELIMINARY</u>	<u>PAGE</u>
A. Applicability	5
B. Interpretation	5
C. Directives	5
D. Guidelines	5,6

RULE	Index	Page
1.	Usage of sections, exclusive use areas, common property and related matters	6,7
2.	Occupation and Letting of sections	7
3.	Refuse Removal / Littering	8
4.	Appearance from outside and obstruction to the common property	8,9
5.	Vehicles (parking, driving and designated areas)	9,10,11
6.	Alterations to sections and common property	11,12,13
7.	Sale of sections	13
8.	Pets and Eradication of pests	13,14
9.	Storage of inflammable material and other dangerous items	14
10.	Linen and Laundry	14
11.	Security/ Access control	14,15
12.	Visitors to sections	15
13.	Body Corporate employees	15
14.	Domestic employees	16
15.	Moving in / out Fee	16
16.	Noise, Disturbance and Nuisance	16,17
17.	Air Conditioners, Television Aerial's, Satellite Dishes and Awnings	17
18.	Signs and Notices	17
19.	Insurance	18
20.	Owners section monthly levy account	18,19
21.	Contravention of rules	19
22.	Imposition of Penalties	19,20
23.	Fire fighting equipment	20
24.	Complaints	20, 21
25.	Relaxation of rules	21
	Annexure A	22,23,24
	Annexure B	25

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PRELIMINARY

A. Applicability

- (1) These Conduct Rules, the provision of Management Rule 68 and of Section 44 of the Sectional Titles Act No. 95 of 1986 as amended from time to time are applicable to and binding upon the Trustees, Managing Agent and all owners, tenant, occupants and other persons present on the premises.
- (2) It shall be the responsibility of an owner to ensure compliance with these rules by the tenants or occupants of his section including his or their employees, contractors, visitors and family members.
- (3) An owner is strictly liable for payment in respect of any damages caused and any penalty imposed on him or on any person referred to in A (2).
- (4) The decision of the Trustees in regard to the interpretation of these Conduct Rules shall be binding on all owners, tenants, occupants and visitors.

B. Interpretation

- (1) The clause headings are for convenient reference purpose and shall be disregarded in construing these rules.
- (2) Unless the contents clearly indicates a contrary intention:
 - (a) The singular shall mean the plural and vice versa
 - (b) A reference to any on gender shall include the other genders.
 - (c) A reference to natural persons includes juristic person, trusts and partnership and vice versa

C. Directives

- (1) The Trustees may from time to time issue directives in connection with any Conduct Rule.
- (2) The directives shall not be in conflict with any Conduct Rules
- (3) The directive 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 authorised to create further conduct rules through their issuing of directives.

D. Guidelines

- (1) The Trustees shall from time to time prepare and revise guidelines in respect of alterations or additions referred to in Conduct Rule 6. The guidelines may contain specifications and sketch plans as to the nature, design, material, colour and manner of installation in respect of alterations required or additions to ensure uniformity of construction.
- (2) Unless the existing guidelines were approved by the majority of the Body Corporate members by ordinary resolution at the meeting at which these Conduct Rules were adopted the guidelines shall be so adopted at the first subsequent annual general meeting.

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- (3) At every subsequent annual general meeting any amendments proposed by the Trustees shall be tabled for consideration and approved by the Body Corporate Members by ordinary resolution, majority with or without amendment.
- (4) The guidelines shall by virtue of these Conduct Rules be binding upon owners and occupants and shall be strictly adhered to by them.

1. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS.

- (a) A section may only be used for residential purposes. No business or commercial activities or trades shall be permitted to take place within a section, exclusive use area or on the common property, whether or not for gain.
- (b) Except for a sale in execution of a section no auction or similar sale or exhibitions shall be held on the common property or in a section, nor may a section be used for any professional, commercial or industrial purpose whatsoever.
- (c) Owners, tenants and occupants shall ensure that their respective activities in, and use of their sections and common property or any part thereof with all service 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 provisions of the Act. This rule shall likewise apply to any visitors.
- (d) An owner shall at all times maintain his sections in a good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, including blockage of drains, sanitary equipment and connections, repairs to doors, windows, security gates and repairs of whatsoever nature in his section.
- (e) An owner of a garage will be at all times be responsible for the good and clean order thereof including internal painting, maintenance and replacement of garage doors.
- (f) No quad bikes, go carts, scooters, skate boards or motorbikes may be used on the common property for recreational purposes.
- (g) No ball games may be played, throwing of stones or other solid objects on the common property is permitted.
- (h) In the event of damage of whatsoever nature being caused to the common property including exclusive use areas, by an owner, occupant, tenant or any of their visitors, contractors or employees, the owner will be held responsible for the cost of such repair.
- (i) All persons on the common property using any of its facilities or services, are there entirely at their own risk, and no person shall have any claims against the Body Corporate of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any acts done or neglect on the part of the Trustees, employees, agents or contractors.
- (j) Owners, tenants and occupants will be held responsible for all costs incurred as a result of vandalism and any other damage caused to the premises, lifts or floors etc.

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2. OCCUPATION AND LETTING OF SECTIONS.

(1) Occupation of section

No owner, tenant or occupant of a section will allow more persons to reside in the section at any one time, than as set out below:

- (a) Bachelor unit - two Persons (no sub-letting).
- (b) One bedroom unit - three persons (no sub-letting)
- (c) Two bedroom unit - five persons (no sub-letting)
- (d) For the purpose of establishing the number of persons in a section a baby or child is included in the number of persons.

(2) Letting of section

An owner may let or part with the occupation of his section provided:

- (a) That the owner shall in no way be released from any of his obligations to the Body Corporate, or in terms of these Conduct Rules or the Act.
- (b) That as a condition to any letting and or parting with occupation the owner shall ensure that the tenant or the person to whom occupation is to be given as the case maybe, to make an appointment with the Trustees, prior to moving in so that the prospective occupant is made aware of the Conduct Rules.
- (c) Such undertaking shall be in such terms as the Trustees may from time to time require and must be lodge in writing to the Trustees prior to the tenant or person to whom occupation is given moves into the section.
- (d) The owner shall ensure that the lease agreement between himself and the tenant is reduced to writing for the use of his section.
- (e) No lease agreement of a section shall be for a period of less than twelve months.
- (f) The owner shall furnish the Trustees with a copy of the written signed lease agreement, copy of the identity documents of all authorised occupants in terms of the lease agreement and an acknowledgement of the Conduct Rules by the tenant.
- (g) No sub-letting of a section or any portion thereof shall be permitted.
- (h) No form of TIME SHARING or any similar arrangement whereby a person other than the owner, his immediate family, tenant or occupant may utilize a section for a specific period or periods of time may be concluded in respect of a section.
- (i) Should the owner not furnish the tenant with a copy of the Conduct Rules the Trustees will supply them with a copy for a fee deemed reasonable.
- (j) The owner will furnish the Trustees with a copy of any agreement which extends the period of the original lease agreement.

3. REFUSE REMOVAL AND LITTERING

(1) Refuse removal

- (a) An owner, tenant or occupant of a section shall:
 - Ensure that before refuse is to be placed in a green refuse bin, it is securely wrapped in a suitable strong plastic bag and in the case of tins or other containers are completely drained before it is placed in such plastic bag.

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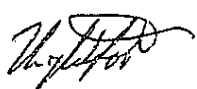
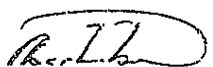
- (b) Ensure that the refuse plastic bag is placed outside his section on Monday to Saturday between the hours of 06h30 to 07h00, for collection by a Tugela employee, for it to be placed in the green refuse bin in the refuse area.
- (c) On Sundays and Public Holidays owners, tenants or occupants must place the refuse bag in the green bins provided in the bin area. Bins are to be properly closed.
- (d) Refuse bag are not to be placed outside of the unit from the night before. If such behaviour is recorded a penalty will be imposed on the offending section.
- (e) Refuse excluded 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, house hold items or similar items must not to be placed in the bin area.
- (f) An owner or occupants of the section shall comply with any directive issued by the Trustees/supervisor regarding refuse disposal.

(2) Littering

- (a) An owner, tenant or occupant of a section shall not deposit, throw, permit or allow the throwing on the common property of any rubbish including cigarete butts, food scraps or any other litter whatsoever.
- (b) In particular an owner or occupant of a section may not throw any material or object including cigarete butts or food items out of the windows or over the passage walls.
- (c) An owner or occupier shall remove all items when clearing his letter box and shall depose of all unwanted items in a suitable bin. Incorrectly addressed mail must be handed to the supervisor.
- (d) Smoking on all common property area is strictly prohibited in accordance with the prevailing Legislation in the Republic of South Africa.

4. APPEARANCE FROM OUTSIDE AND OBSTRUCTION TO THE COMMON PROPERTY.

- (a) The owner, tenant or occupant of a section or any exclusive use area shall not place or do anything on any part of the common property or a section including but not limited to balconies and passages which in the discretion of the Trustees is aesthetically displeasing or undesirable when viewed from outside of the section or exclusive use area.
- (b) All window covering or blinds that are visible from outside of the section must be white and only silver window glass tinting is allowed in any section or exclusive use area.
- (c) No flags or political, religious, commercial or advertising of any kind may be displayed from any part of a section or the common property.
- (d) No items may be hung over walls, from windows, passages or any part of a section or common property so as to be visible to the public on the street or other occupants.
- (e) Owners, tenants or occupants may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property in particular access to passages, landings and stairways must be kept clear at all times.

- (f) No person may place, store or leave a bicycle or any other item on any part of the common property. Should an owner or occupant place or store anything contrary to this rule, the Trustees will require such items to be removed.
- (g) An owner, tenant or occupant may not paint or decorate the exterior of a section or common property and exclusive use area.

5. VEHICLES. (Parking, Driving and Designated Areas)

(1) PARKING/DRIVING OF VEHICLE

- (a) No owner or tenant shall park or stand any vehicle upon the common property outside of their designated parking area or permit or allow any vehicle under the control of a visitor to be parked or stood upon the common property.
- (b) Trucks, boats, caravans, trailers or other heavy, non-light passenger vehicles may not be parked on the common property.
- (c) All owners and occupants shall:
 - (i) Observe all road signs on the common property
 - (ii) Ensure they do not exceed a speed limit of ten kilometres per hour when driving their vehicles on any part of the common property.
 - (iii) Ensure that their vehicles or those of their visitors do not drip oil, brake fluid, or in any way deface the common property.
 - (iv) Not permitted to dismantle or effect major repairs to any vehicle on any part of the common property, designated parking area, exclusive use area or in a section.
 - (v) Not allowed to reside or sleep in a vehicle, garage, exclusive use area or on any part of the common property.
 - (vi) Not drive their vehicle within the common property in any manner that creates a nuisance.
 - (vii) Not allow any unlicensed person to drive any vehicle within the common property.
 - (viii) Not be allowed to play music in excess of seven decibels above the ambient sound from a stationary vehicle.
 - (ix) Not operate a vehicle on the common property whilst under the influence of alcohol, any drug or substance which may impede their ability to properly operate the vehicle.
 - (x) Hose pipes or fire hose reels may not be used to wash vehicles on the premises, owners, tenants or occupants are only allowed 2 ten litre buckets of water for each car wash.
 - (xi) No company owned or visitors or contractors vehicles may be washed on the common property of Tugela.
 - (xii) Hooters may not be used on the common property, except in order to avert danger.
 - (xiii) Not operate a vehicle on the common property if they are not in possession of a current RSA driving license. The Trustees may inspect the license at anytime if required.

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- (d) The Trustees may cause any motor vehicle which is illegally parked in any designated parking bay or on the Common property to be wheel clamped or be removed by towing it away at the owners risk and expense, including payment of a release penalty to be determined by the Trustees from time to time.
- (e) Parking of vehicles in the designated parking areas, garages, exclusive parking bays or common parking bays, is subject to the express condition that all vehicles are parked at the owners risk and responsibility and that no liability shall be attached to the Body Corporate, its Trustees, agents or any of their employees for any loss or damage of whatsoever nature which the owner or any person claiming through him may have suffered in consequence of his vehicle being parked in a designated parking area or on the common property.
- (f) No vehicle shall be permitted to enter onto the common property unless admitted thereto by the supervisor or guard on duty, The Trustees may issue to the owners and tenants a remote or device as a reasonable cost for operating the motor gates in order for them to park in their designated parking area and an access disk to enter through the security doors of the building. The remote or device to open the motor gates or security doors will not be furnished to visitors.
- (g) An owner, tenant or occupant shall not use the motor gate remote to allow pedestrian entrance onto or to exit the common property.

(2) DESIGNATED PARKING AREAS

- (a) Garages are registered to the owners by title deed, forming part of their section, An owner may:
 - (i) Rent the garage to the tenant or occupant of his section.
 - (ii) Rent the garage to another owner, tenant or occupant who resides in Tugela.
 - (iii) Garages cannot be rented to any person who does not reside in Tugela.
 - (iv) The owner is responsible to collect the rental amount.
 - (v) The Trustees must be advised in writing of the name of the owner or tenant, flat number and details of the vehicle, to whom the garage is let.
- (b) Exclusive use parking bays which are registered to the owner of a section by the registration of a Unilateral Notarial Deed in favour of the owner, The owner:
 - (i) Must advise the Trustees in writing of his intention to sell the exclusive use parking bay to another owner of a section in Tugela and the registration of a Unilateral Notarial Deed in favour of the new owner is required.
 - (ii) May rent the exclusive parking bay to another owner or tenant residing in Tugela.
 - (iii) The Trustees must be advised in writing of the name of the owner or tenant, flat number and details of the vehicle to whom the exclusive use parking bay is rented.
 - (iv) The owner is responsible to collect the rental amount.

(3) COMMON PROPERTY PARKING BAYS

- (a) These parking bays are rented to the owners and their tenants who do not have a garage or exclusive use parking bay in Tugela for their use.
- (b) The rental of the parking bays is controlled by the Trustees in a register in which the names of the owner or tenant is recorded who require parking.

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- (c) Only one parking bay may be rented to an owner of a section for his or tenants use.
- (d) Authorisation to rent the parking bay to a tenant and the cost to be debited to the owners section monthly levy account must be given to the Trustees in writing, if no Authorisation is given, the parking bay will not be rented to the tenant.
- (e) The rental amount for the parking bay will be collected by the Trustees by debiting the owners section monthly levy account.
- (f) One calendar months' notice in writing is required from the owner or tenant if the parking bay will no longer be required.
- (g) The parking bay will be rented firstly to the next owner who resides in Tugela and then to a tenant as reflected in the register.
- (h) An owner to whom a parking bay has been rented for his use, may not include the use of the parking bay in the sale agreement of his section to a new owner or the rental agreement to a tenant.

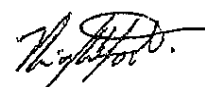
6. ALTERATIONS TO SECTIONS AND COMMON PROPERTY

(1) Minor alterations

- (a) The owner of the section shall not do minor alterations, fixtures, additions, mark, paint, drive nails, screws or the like into or damage, alter any part of the common property.
- (b) A person authorised by an owner may install: Any locking device, safety gate, burglar bars or any other safety device for the protection of the section or
- (c) Any screen or any other device to prevent the entry of animals, insects or pests into the section. Provided that the Trustees have first approved the nature and design of the device and the manner of its installation.
- (d) A request for the Trustees consent or approval contemplated in sub-rule (1)(c) must be in writing and must be accompanied by plans and specifications sufficient to explain the nature and design, shape, size, material, colours and location of the proposed item.
- (e) The Trustees consent for such structures as contemplated in sub-rule (1)(d) may at anytime be withdrawn in the event of Non-compliance with the imposed conditions.
- (f) In the event of such withdrawal, the owner is responsible for the immediate removal of the item, should the owner fail to remove such item and any such failure persists for a period of thirty days after written notice to remove given by the Trustees, the Trustees may remove the item at the risk and expense of the owner, who shall have no recourse against the Trustees, employees or contractors for any damage resulting therefrom.

(2.) Structural Alterations

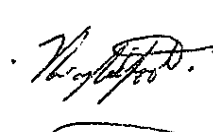
- (a) Any structural alteration affecting a section and the common property and alterations to plumbing, electrical installations or conduits may only be carried out after.
 - (i) Compliance with all relevant provisions of the Sectional Titles Act No. 95 of 1986 and the rules.
 - (ii) Obtaining the written approval of local authority, if applicable.
 - (iii) Obtaining the written consent of the Trustees, which may be accompanied by conditions.



- (b) All structural alterations or repairs to plumbing, electrical installations or conduits must be done by qualified persons and work must comply with standards required by local authority.
- (c) Whereas an owner may effect alteration to the interior of the section, no work may be done to weight-bearing structures or walls.
- (d) In addition to any other relevant provisions, the following shall apply in respect of any work affected by owners which in the sole discretion of the Trustees involves structural alterations or additions to a section, including the removal, creation or modifications improvements or decorative work which affects the exterior appearance of the section.
- (e) A written application with specifications, time frame and sketch plan of the proposed alterations must be submitted to the Trustees to obtain their provisional consent. Application form Alter/Annexure A.
- (f) The Trustees may grant provisional consent or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The Trustees may request that a report by a registered structural engineer or architect be furnished.
- (g) If provisional consent is given, the owner must proceed to have building plans prepared and approved by the Local Authority (if required) and which may not deviate from the sketch plan.
- (h) Before final approval, the owner must canvas the comments of immediate neighbours and submit it to Trustees for consideration.
- (i) A copy of approved building plan or proof that a building plan is not required must be submitted to the Trustees.
- (j) If considered necessary by the Trustee, they may consult any Architect, Engineer, Legal advisor or other professional consultant regarding the proposed alterations.
- (k) Within 14 (fourteen) days of obtaining all required information and advice, the Trustees shall consider the application, reach a reasonable decision and advise the applicant of such decision. If refused, reasons in writing must be given. The consent may also be accompanied by reasonable conditions.

(3.) Alterations

- (a) In respect of all alteration work done at the instance of an owner of a section, the owner shall liaise with the Trustees concerning all aspects of the daily building operations, including but not limited to security measures, contractors vehicles to be allowed onto the premises, the temporary storage of building material from the section and common property and leave them in a clean and tidy condition.
- (b) All doors, including garage doors, windows and other external fittings, must conform in quality and appearance with similar items generally installed elsewhere in the building or common property.
- (c) The owner accepts responsibility and shall be liable to the Body Corporate (or owners as the case may be) for any damage caused by the contractors workman to the common property or other sections, and indemnities the Body Corporate against such damage or any claims arising therefrom.
- (d) All work done in pursuance of the alterations involving noise, must be done on weekdays, Monday to Friday, during the hours 08h00 to 12h00 and 13h00 to 15h30 on



Saturdays during the hours 08h30 to 12h00. No work is allowed on Sundays or proclaimed public holidays.

- (e) The owners must advise in writing the names and contact numbers of all contractors, the registration numbers of their vehicles and the dates and times of their arrival to allow them access to the premises.
- (f) The use of the service lift must be supervised to ensure that it is not loaded over the carrying capacity thereof.

7. SALES OF SECTIONS

- (1) Prior to the marketing of a section for sale, the owner shall notify the Trustees in writing of his intention to market and sell his section. The names and contact details of the estate agents whom the owner engages to market the unit.
- (2) In the event of the sale agreement providing for the purchaser 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 agreement.
- (3) A copy of the signed sale agreement must be furnished to the Trustees and a meeting must be arranged for the purchaser to meet the Trustees and confirm that they are in possession and understand these conduct rules.
- (4) No "show flats" are allowed in respect of the sale of a section. Viewing must be done strictly by appointment only.
- (5) An owner will notify the Trustees in writing of any change in the membership, shareholding or beneficiaries of any Close Corporation, Company or Trust being the registered owner and of any mortgage or other dealings in connection with the owners section.

8. PETS AND ERADICATION OF PESTS

(1) Pets

- (a) An owner, tenant or occupant shall not keep any animal, bird, reptile, insects or pets in a section or on the common property, or cause or allow such pets to be brought onto the common property or section irrespective of the intended permanence or otherwise thereof.

(2) Eradication of pests

- (a) An owner shall ensure that his section is kept free of white ants, wood borer and other wood destroying insect including cockroaches and to this end shall permit the Trustees or their employees to enter the 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.
- (b) The cost of inspection and eradicating of any such pests as may be found in the section or exclusive use area, replacement of any woodwork or other material forming part of such section that may be damaged shall be for the owner of the section concerned.
- (c) The feeding of birds or stray animals on the premises is strictly forbidden.

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ITEMS

- (1) The owner or occupant shall not store any substance in his section or on the common property which would cause the risk of increasing the hazard of fire.

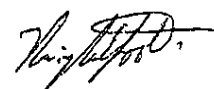
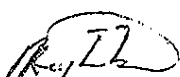
- (2) Any dangerous act in a section or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy or which would void any insurance effected over the property.
- (3) The Trustees will determine the penalty payable by the owners of the section where these conduct rules is not adhere to.

10. LINEN AND LAUNDRY

- (1) An owner or tenant of a section shall not erect washing lines, nor hang any washing, laundry or any other items from the window or any part of the building or the common property so as to be visible from outside the building or from any other section.
- (2) Laundry can only be hung on wash lines provided on the common property designated roof area for such purpose at the owner's risk.
- (3) Carpets and mats shall not be "shaken", dusted, beaten over balconies, through windows of a section or over common property passage walls.
- (4) All washing of linen, laundry and carpets cleaning must be carried out in the owners section as no washing facilities will be provided on the common property designated roof area, Rule 10 (2).
- (5) Washed linen and laundry must be placed in a suitable bucket / dish for carrying the washing in the lift to be hung on the designated roof area.
- (6) All washing must be removed from the designated washing roof area at the end of each day and not be left there overnight or the next day.

11. SECURITY / ACCESS

- (1) Owner, tenants and occupants must at all times ensure that the security and safety of all owners, occupants and their property are preserved.
And in particular must:
 - (a) Ensure that upon entering or leaving the premises, all security doors and motor gates are properly closed.
 - (b) Ensure that any doors and motor gates are never opened for unknown and uninvited person,
- (2) Security remotes and access disk will be issued to all owners and tenants to enter the premises as follows:
 - (a) Remote for the motor gate for their vehicle to park in their designated parking area (no pedestrian access/exit)
 - (b) An access disc to enter security doors of the building
 - (c) The remote and access disc to enter/exit the property will only be issued to tenants once the Trustees have been furnished with copies of the letting agreement and documents set out in rule 2 (2) (f) and the owners written authority to debit the cost of the remote and access disc to his levy account.
 - (d) The Trustee will restrict the number of remotes and access disc issued to persons in respect of a section to the number entitle to occupy such section in terms of these rules. Rule 2 (1).
 - (e) All access discs will be captured on the security system.
 - (f) The use of bike helmets in the lift foyer, entrance foyer and passages are forbidden.

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- (g) Lost access discs and remotes must be reported to the Trustees in order that they be deleted from the system. The cost for deleting the access disc and replacement of the remote and access disc can be purchased from the Trustees. The cost for the replacement will be determined from time to time by the Trustees, and will be debited to the owner levy account.
- (h) An owner, tenant and occupant who vacated the use of the section will hand in all gate remotes and access discs for operating the electronic security systems in his possession to the Supervisor to delete them from the system.

12. VISITORS TO SECTION

- (1) For the purpose of this rule, a person shall be deemed to be a visitor if such person does not permanently reside in Tugela.
- (2) Owners and tenants will not allow visitors to occupy a section for any period should they not be in occupation during the visitors intended stay.
- (3) Owners and tenants may only have visitors during the hours of 08H00 and 22H00 or as determined by the Trustees from time to time.
- (4) Visitors staying for more than 21 days are to be registered as occupants and be interviewed by the Trustees.
- (5) Owners and tenants must advise the names, number and length of stay of any visitors to ensure that the number visiting will not exceed total occupants in the section. Rule 2(1).
- (6) No visitors may be in possession of a motor gate remote or security doors access disc.
- (7) All visitors entering the common property and to the building must complete and sign the visitors register at the entrance to the building, including visitors who are transported on to the premises by residents through the motor gate.
- (8) All visitors and contractors to a owners section must be admitted by the owner, tenant or occupant at the entrance of the security doors and also accompany them when exiting from the premises.

13. BODY CORPORATE EMPLOYEES

Owners, tenants and occupants of section may not:

- (1) Request the Body Corporate's Supervisor or his staff to perform any task for them during their normal working hours.
Maintenance projects inside a section is the responsibility of the owner.
- (2) Interfere with the Body Corporate's employees in the performance of their duties and must give their full co-operation to such employee.

14. DOMESTIC EMPLOYEES

- (1) An owner, tenant or occupant who wish to employ a domestic employee they:
- (2) Must submit to the Trustees a written application containing such persons, full names, a copy of their identity documents and residential address.
- (3) In granting, written consent by the Trustees to employ the domestic employee, the Trustees shall be entitled to prescribe reasonable conditions.

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- (4) The Trustees may be permitted to determine that the domestic employee must be issued with an identification card by the Trustees and that this should be carried on their person at all times and be produced upon request by any Trustee, employee of the Body Corporate or any other person duly authorised by the Trustees.
- (5) Shall be responsible for their conduct and for any person visiting their domestic employee.
- (6) Shall ensure that their domestic employee including their visitors do not loiter on the common property.
- (7) That the domestic employee and their visitors comply with the conduct rules and directives.
- (8) Written authorisation must be given to allow their domestic employee to work in their section during their absence and to make available access disc and keys for them to enter or exit their section. The keys and access disc must be returned to the Supervisors office when exiting the premises.
- (9) Domestic employees are not allowed to bring any children to work nor are they allowed to entertain their visitors while working in a section.
- (10) Any domestic employee who persistently creates a nuisance or does not follow these rules will be refused entry to the premises. Where necessary the supervisor may remove such person from the premises.

15. MOVING IN / OUT FEE-OWNERS OR TENANTS

- (1) Persons shall only be entitled to move in or out of a section on Monday to Friday between the hours of 08h00 to 15h30 excluding Saturday, Sunday or recognised public holidays.
- (2) Prior to moving in or out the owner shall notify the Trustees in writing of the name of the tenant and the date and time of the moving in or out.
A once off moving in fee of R300.00 will be debited to the owners levy account.
- (3) Should any damage be caused to the common property as a result of moving in or out, the Trustees shall be entitled to recover from the owner of the section the reasonable costs of repairing such damage.
- (4) The moving in or out must be supervised using the service lift only and must obey the load carrying capacity of the lift.

16. NOISE, DISTURBANCE AND NUISANCE

- (1) No owner, tenant or occupant may permit anything to be done in his section, exclusive use area or on the common property, which constitute a nuisance or an unreasonable invasion of privacy of the other occupants of the building or permit or cause any disturbance or allow their children or visitors to cause any disturbance which in the opinion of the Trustees would constitute a nuisance or an invasion of the right to privacy of other occupants.
- (2) At all times televisions, radios and other appliances emitting sound including musical instruments should be kept at audio level which are within 7 decibels of the ambient level.
- (3) No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use thereof for self-defence and related purposes.
- (4) No explosive, crackers, fireworks or items of similar nature may at anytime be exploded, lit or operated in a section or any part of the common property.

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- (5) No braaing, using flammable substance is allowed in any section, exclusive use area or common property.
- (6) Reasonable silent must be maintained between the hours on:
 - a) Monday to Saturday from 21h00 to 7h00.
 - b) Sundays from 14h00 to 07h00.
- (7) Consuming alcohol, Drunkenness and/or disorderly conduct anywhere on the premises is not permitted
- (8) The housing and use of narcotics by any person on the premises is forbidden by law, an owner, tenants or occupants and visitors doing this will face prosecution.

17. AIR-CONDITIONING UNITS, TELEVISION AERIALS, SATELLITE DISHES AND AWNINGS.

- (1) No owner shall place or allow to be placed in a section or part thereof, any part of the common property or exclusive use area, air conditioning equipment, awning which requires to be attached to the structure of the building.
- (2) A television dish for DSTV and an aerial for SABC programmes are installed for use by all owners, tenants or occupants of a section in the building. Cables from the dish for DSTV is connected to a splitter box on each floor to enable an owner of a section to connect the DSTV to his television set. The cost of the connection is for the owners account.
- (3) No aerials or satellite dishes may be installed on any part of the common property. If installed in a section's balcony it may not be visible from the outside of the premises.
- (4) No owner or tenant may cause or allow damage to the DSTV splitter box or cable to other sections including the SABC cable to their section and other sections. The cost of any damage will be charged to the owners levy account

18. SIGNS AND NOTICES / NOTICE BOARD

- (1) No owner, tenant or occupants of a section shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property, or of a section, so as to be visible from the outside the section without the written consent of the Trustees first having being obtained.
- (2) The Trustees may in the event of no written permission having being granted, remove and repair the common property which may be reasonably required, will be affected at the risk and cost of the owner and such owner and or tenant shall have no claim against the Trustees as a result of their functions performed in terms of this provision.
- (3) A notice board is placed in the lift foyer area and all residents are urged to regularly read the notices / pamphlets on the board. This will eliminate the need to send these out to owners and tenants.
 - (a) A roster sets out the dates in respect of a section window cleaning for each month.
 - (b) The dates and times of the proposed monthly Trustees meetings which owners are welcome to attend.
 - (c) All other notices which may be of interest to owners.

19. INSURANCE

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- (1) The Trustees will annually take steps to insure the buildings and all improvements to the common property to the full value thereof subject to negotiation of such excess, premiums and insurance rates that are beneficial to the owners.
- (2) The insured replacement value in respect of each owners section and common property will be reflected on a schedule to be considered by the Body Corporate members at the annual general meeting for each year.
- (3) The insured value of a section will be determined by applying the participation quota of a section to the insured replacement value of the buildings and improvements of Tugela.
- (4) An owner can increase the insured value of his section, subject to the increase in the insurance premium being paid by him.
- (5) Any first loss amount (excess) to the Body Corporate's insurance claim on behalf of the owner of a section concerned will be for the account of the owners of the section.
- (6) The owner is responsible to advise the Trustees of any damages to his section for which an insurance claim is to be submitted and must:
 - (a) Complete a claim form
 - (b) Obtain three quotations for the cost of the repairs.
 - (c) The completed claim and quotations must be handed to the Trustees for sending to the insurance company.
- (7) The insurance settlement amount of the claim will be discussed and accepted by the section owner for signature by a Trustee and payment instructions

20. OWNERS SECTION MONTHLY LEVY ACCOUNT

- (1) The amount of the levy payable by the owner will be based on the section participation quota of the annual budget costs for the ensuing year for the control, management, maintenance and administration of the common property including reasonable provision for future maintenance and repairs and for payment of local authority charges for the supply of electric current, water, sanitary, refuse service and other services to the buildings and land. Payment of insurance premiums and for the discharge of any duty or fulfilment of any other obligations of the Body Corporate.
 - a) The schedule of the estimated income and expenditure for the ensuing year will be considered by the Body Corporate members at the annual general meeting held in each year.
 - b) Having considered the estimated income and expenditure for the ensuing year the Body Corporate members, will if necessary adjust the figures, or approve the figures and the percentage increase of the section owners monthly levy payment.
- (2) Levy payments and any other charges reflected on the unit owners monthly levy account will be due and payable in advance on the first day of each and every month.
- (3) No owner shall be entitled to withhold any contribution lawfully due for any reason whatsoever.
- (4) Interest shall be payable on the arrear accounts at 2% above the bank prime lending rate as determined from time to time by the Governor of the Reserve Bank of the Republic of South Africa.
- (5) Legal and other costs incurred by the Body Corporate to recover the amount reflected on the owners section monthly levy account will be for the owner.

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21. CONTRAVENTION OF RULES

In addition to and without prejudice to the rights created in management rule 71 and any other resources available to the Trustees in law.

- (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
- (2) The Trustees have delivered a notice to the owner requesting him to remedy the breach within a specific period and
- (3) The owner has failed to remedy the breach within the specific period, or
- (4) Where an owner, tenant, occupant or visitor commit a further breach of the same management or conduct rules or provision of the Act the Trustees shall
 - (a) Take such action against the owner of a section, as may be available to the Trustees to enforce the relevant provisions of these rules and the Act.
 - (b) Take steps to prohibit the defaulting owner or tenant of a section, from continuing with or repeating the unlawful conduct by imposing such corrective action and or penalties being levied on the offending parties.
 - (c) In the event of any actions or proceedings being taken by the Trustees to enforce compliance with these rules or the Act all direct and indirect costs and expenses shall be charged to the levy account of the owner of the section.
 - (d) The Trustees may take action directly against the owner of the section notwithstanding that the breach of the conduct rules or the Act has been committed by the tenant, occupant, visitor or contractor to the section.

22. IMPOSITION OF PENALTIES

- (1) If the conduct of the owner, occupant or visitor of a section constitutes a nuisance in the opinion of the Trustees or
- (2) Contravenes breaches, disobeys or disregards a conduct rule, the Trustees must furnish the owner and occupant with written notice which may in the discretion of the Trustee be delivered by hand or registered post.
- (3) In the notice, the particular conduct, which constitutes a nuisance must be adequately described or the rule that was allegedly been contravened must be clearly indicated and the offender must be warned that if he persists in such conduct or contravention, a penalty will be imposed on the owner of the section.
- (4) A written notice by which the alleged (whether owner or occupant) is informed of the purpose of the meeting and invited to attend must be sent to the owner or occupant at least seven days before the date the meeting is to be held.
- (5) At the meeting the owner or occupant must be given the opportunity to present his case but except in so as far as he may be permitted by the Chairperson, he may not participate in the affairs of the voting at the meeting.
- (6) After the owner or occupant has been given the opportunity to present his case the members of the sub-committee appointed by the Trustees, may by way of a unanimous resolution (100% of the members present at the meeting with a minimum of two sub-committee members) impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.

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- (7) Any penalty imposed in sub-rule (6) after the offender has been notified of the imposition of the penalty to be added to the Levy Account which an owner is obliged to pay in terms of rule 20 and claimed by the Trustees as part of the monthly Levy payable by the owner and shall be recoverable by ordinary civil process.
- (8) The Trustees may from time to time determine the amount of the initial and subsequent penalties which amounts will be confirmed at the next general meeting. It will not be necessary to formally amend these rules upon the revision of the penalties.
- (9) The Trustees shall within twenty days of an appeal or dispute conduct a further investigation of the incidents and inform the owner or occupants of the outcome of their investigation in writing.
- (10) Should the owner or occupant not accept the Trustees findings he shall apply for the appeal/dispute be referred to arbitration within ten days of receipt of the Trustees written finding.
- (11) If the owner or occupant fails to exercise his right to refer the appeal/dispute to arbitration within the describe period it would be deemed that they have withdrawn the dispute/appeal and accept the Trustees, written finding in sub-rule(9).
- (12) The provisions or management rule 71 of the Act will mutatis mutandis apply to arbitration in terms of these rules.
- (13) Penalties – The penalty amounts to be determined by the Trustees, will be in accordance with Annexure B of the Conduct Rules

23. FIRE FIGHTING EQUIPMENT

- (1) No owner, tenant or occupant is permitted to use any firefighting equipment for any purpose other than to fight fires.
- (2) Fire hose reels, pipes and fire extinguishers are serviced once every year and a test certificate is issued stating the date of the test.
- (3) All owners, tenants or occupants must familiarize themselves of the position of fire hose reels and fire extinguishers on the common property.
- (4) Fire hoses may not be used to wash vehicles, watering gardens or washing common areas around the building.

24. COMPLAINTS

- (1) All complaints against owners, tenants and occupants must be made in writing to the Trustees for their consideration.
- (2) Complaints regarding the duties of the supervisor or the staff must be referred only to the Trustees in writing.
- (3) A written complaint against an alleged offender will be investigated and a meeting arranged for the parties and Trustees to discuss the alleged offence and arrive at a solution acceptable to the parties concerned.
- (4) If complaints are not made in writing to the Trustees, they cannot legally assist any further.

Wright

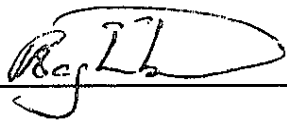

25. RELAXATION OF RULES

- (1) No indulgence or relaxation in respect of these rules shall constitute a waiver or consent or prevent their enforcement by the Trustees at any time.
- (2) The conduct rules with a completed Form will only be valid and enforceable from the date of filling them at the Deeds Office, Pietermaritzburg.
- (3) Every page of these rules will be signed by the same two Trustees listed below.

Signed by the Trustees on the 25TH Day of JUNE 2015.

Trustees Signatures

Full Names

1) 

MR. RAJESH RAGHOBAR


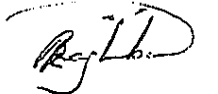
2) 

MR FRANCIS HENRY LITCHFORD

Date lodged at the Deeds Office

30TH JUNE 2015



ANNEXURE A

BODY CORPORATE OF THE TUGELA SCHEME No: 154/1990
 30 SOL HARRIS CRESCENT, NORTH BEACH, DURBAN, 4001

Application to alter a Section/Flat.

REF No: _____

To: The Board of Trustees

I/We _____, the Owner/Owners of Flat No _____
 Section No _____ wish to apply for the prior consent of the Trustees to undertake the following
 alterations in accordance with Rule 6, alterations to sections and common property Rule 6(1)(2)(3).

Details of Alterations to be undertaken		X
1	Masonry a. Demolition of walls (<i>provide specification</i>). NB: no weight bearing structures or walls. b. Removal of bath and installation of shower.	
2	Plumbing installations. (To comply with SANS 10252) a. Geyser replacement. (<i>to comply with SANS 10254</i>) b. Removing bath and installing shower. c. Replacing close couple toilet. d. Installing new pipes in the walls. (NB: not in building concrete structure) e. Altering the waste pipes. f. Connecting to common portable water supply. (<i>Supervisor to inspect prior to plastering</i>) <i>Note: plumbing certificate to be supplied once complete by Durban Ticketed Plumbers.</i>	
3	Tiling. a. Filling in of the balcony to level the floor. b. Tiling of bathroom walls. c. Tiling of kitchen walls. d. Tiling of all floor areas.	
4	Carpentry a. Replacement of kitchen cupboards. b. Replacement of bedroom cupboards. c. Boxing in of geyser.	
5	Aluminum window installations. (to conform with building specifications).	
6	Painting of interior walls <i>Note: balconies to be painted white if visible from the outside of the building.</i>	
	Electrical installation. <i>Note: Compliance certificate to be issued by competent person).</i>	

I/We further submit the following documents to substantiate the application in No(s) _____ above.

The following is required:

1. Scale drawing of proposal, "before and after", if any structural work or demolition of walls are to be undertaken.
2. Engineer's report to certify that the stability of the building will not be affected if walls are to be demolished.

Contractor/Artisans details:

3. Plumber details :- _____ Phone:- _____
4. Electrician details:- _____ Phone:- _____
5. Tilers details :- _____ Phone:- _____
6. Painter details :- _____ Phone: _____

I/We intend commencing construction work on the _____ and the intended construction work will be completed on the _____. *(Commencement subject to approval from Trustees, further to that a penalty will be levied for late completion of works).*

Owners signature

Date

Constant to Alter the Section/Flat

To: Mr/Mrs/Miss _____ the owner of section No _____ Flat No _____ The Trustees have reviewed the above application and the following are our term and conditions:-

1. The alteration(s) described in No(s) _____ above may proceed.
2. The alteration(s) described in No(s) _____ above may proceed subject to the prior written approval of the Local Authority.
3. All work is to be undertaken by Registered Companies.
4. All work to comply with SANS 10252 and SANS 10400.
5. Tradesman to start work on Monday to Friday at 08H00 to 12H00 and 13H00 to 15H00.
6. A silent period between 12H00 and 13H00 will be observed.
7. All common areas soiled by dust and debris must be cleaned prior to the workman leaving for the day. (If Tugela staff have to clean up a penalty will be levied against the owner).
8. All damages arising from poor workmanship if for the owners account.
9. All rubble will be disposed by the owner/contractor. No rubble or cardboard boxes are to be thrown in the common bins.
10. Workman are to be supervised at all times.
11. Geyser is to be fitted with geyser tray, Safety valve to discharge externally via existing overflow pipe, pressure reducing valve to discharge internally to a visible point. (Geyser installation to comply with SANS 10254).
12. All plumbing is to be consolidated into a single water supply with a single shut off valve that will isolate the entire flat i.e. kitchen, washing machine, dishwasher, toilet, wash hand basin, shower bath and geyser. Water supply to be taken from the main on the bath side.
13. All material are to be SABS or Jaswick approved.
14. If bath is removed and a shower installed the shower base and walls are to be water proofed with a membrane and cemflex product. This is to prevent ingress of water.
15. All water pipes that are to be installed in a chase to be copper stroke 1 or 2.
16. Electrician is to be ECA registered. All electrical components/materials are to be SABS approved.
17. Workmen are not to be loiter in the common property it is the responsible of the Owner to comply with access control rules.
18. All water pipes are to tested and inspected by the supervisor prior to any pips being concealed with mortar or panels.
19. A R 300.00 lift charge will be levied for all contractors to carry out alteration undertaken.
20. The service lift only must be used by all contractors, the contractor must supply a suitable floor covering for the lift floor. If no covering is supplied, Tugela will provide a cover at a cost of R 100.00 per week or part thereof.

I Mr/Mrs _____ hereby agree to the aforementioned terms and conditions.

Signed at _____ on this _____ day of _____ 20 _____

Trustee

Date

Trustee

Date

Trustee

Date

Constant to Alter the Section/Flat

To: Mr/Mrs/Miss _____ the owner of section No _____ Flat No _____ The Trustees have reviewed the above application and the following are our term and conditions:-

1. The alteration(s) described in No(s) _____ above may proceed.
2. The alteration(s) described in No(s) _____ above may proceed subject to the prior written approval of the Local Authority.
3. All work is to be undertaken by Registered Companies.
4. All work to comply with SANS 10252 and SANS 10400.
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8. All damages arising from poor workmanship if for the owners account.
9. All rubble will be disposed by the owner/contractor. No rubble or cardboard boxes are to be thrown in the common bins.
10. Workman are to be supervised at all times.
11. Geyser is to be fitted with geyser tray, Safety valve to discharge externally via existing overflow pipe, pressure reducing valve to discharge internally to a visible point. (Geyser installation to comply with SANS 10254).
12. All plumbing is to be consolidated into a single water supply with a single shut off valve that will isolate the entire flat i.e. kitchen, washing machine, dishwasher, toilet, wash hand basin, shower bath and geyser. Water supply to be taken from the main on the bath side.
13. All material are to be SABS or Jaswick approved.
14. If bath is removed and a shower installed the shower base and walls are to be water proofed with a membrane and cemflex product. This is to prevent ingress of water.
15. All water pipes that are to be installed in a chase to be copper stroke 1 or 2.
16. Electrician is to be ECA registered. All electrical components/materials are to be SABS approved.
17. Workmen are not to be loiter in the common property it is the responsible of the Owner to comply with access control rules.
18. All water pipes are to tested and inspected by the supervisor prior to any pips being concealed with mortar or panels.
19. A R 300.00 lift charge will be levied for all contractors to carry out alteration undertaken.
20. The service lift only must be used by all contractors, the contractor must supply a suitable floor covering for the lift floor. If no covering is supplied, Tugela will provide a cover at a cost of R 100.00 per week or part thereof.

I Mr/Mrs _____ hereby agree to the aforementioned terms and conditions.

Signed at _____ on this _____ day of _____ 20 _____

Trustee

Date

Trustee

Date

Trustee

Date

BODY CORPORATE OF THE TUGELA SCHEME No: 154/1990

30 SOL HARRIS CRESCENT, NORTH BEACH, DURBAN, 4001

CONDUCT RULE No	CONDUCT RULE DESCRIPTION	RULE 22(13) IMPOSITION OF PENALTIES
1.	Use of sections, exclusive use areas, common property and related matters.	<p>The seriousness of the disregarding, contravention, disobedience and breaches of these Conduct Rules will determine the penalty which the Trustees will impose.</p> <p>1) First offence Corrective period of the offence to be determined by the Trustees. Penalty: R 100.00 to R 250.00.</p> <p>2) Second offence After lapse of corrective period and notwithstanding the first offence penalty issued. Penalty: R 250.00 to R 500.00.</p> <p>3) Third offence Continuous offences notwithstanding penalties already issued. Per month until rectified. Penalty: R 100.00 To R 200.00</p>
2.	Occupation and letting of sections.	
3.	Refuse removal/littering.	
4.	Appearance from outside and obstruction to the common property.	
5.	Vehicles (parking, driving and designated areas).	
6.	Alteration of sections and common property.	
7.	Sale of sections.	
8.	Pets and eradication of pests.	
9.	Storage of flammable materials and other dangerous items.	
10.	Linen and laundry.	
11.	Security/access control.	
12.	Visitors to sections.	
13.	Body Corporate employees.	
14.	Domestic employees.	
16.	Noise, disturbances and nuisance.	
17.	Air conditioners, television aerials, satellite dishes and awnings.	
18.	Signs and notices.	
19.	Insurance.	
23.	Firefighting equipment.	

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277