

RYDAL MOUNT
CONDUCT RULES

Prescribed in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011
(Act No. 8 of 2011).

1. INTRODUCTION

The Body Corporate's main functions, other than ensuring compliance with the Act and Rules, is to insure and maintain the common property, thereby ensuring that property values are maintained, taking market conditions into account.

The Conduct Rules shall be binding on all owners, residents, tenants, visitors and employees of residents and the Body Corporate, and it shall be the duty of the owner to ensure compliance with the Rules.

All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Body Corporate of whatsoever nature arising neither from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors

2. SECURITY & RIGHT OF ADMISSION RESERVE:

2.1. Owners, Residents, tenants and domestic staff of sections must at all time ensure that the security and safety of other occupants and their property are preserved, and in particular must:

- 2.1.1. Handle their access controls responsibly and must report any lost access control to the trustees;
- 2.1.2. Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed;
- 2.1.3. Ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons;
- 2.1.4. Comply with any security measures and Directives imposed from time to time by the trustees;

2.2. The Body Corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

2.3. No visitor shall be permitted to enter the Body Corporate without first reporting to, and identifying themselves, to the duty guard(s), who will in turn announce such visitor(s) to the resident

being visited. Access to the Body Corporate will only be allowed if permission is received from the resident concerned.

- 2.4. For security purposes, no tenants will be authorized to move into a section unless the Trustees or the managing agent have received a copy of the lease agreement or the tenants personal particulars (name, contact number and identity number) within 72 hours prior to the tenant moving in.
- 2.5. The owner of a section must provide the Trustees with the full personal particulars of a section resident within 7 days of receiving the request by the trustees.
- 2.6. All members of the Body Corporate agree and confirm that any owner who enters into a lease agreement, or allows possession, use and or occupation for any reason whatsoever for any period of time, must submit all details of said occupant/s to the Trustees and / or Managing Agent prior to occupation being granted. Any failure to submit the aforementioned details is an offence and may attract a fine in line with these rules.
- 2.7. The right of admission to the Body Corporate is at all times reserved.

3. CONDUCT

- 3.1. All residents are requested to assist the Trustees to keep the common property areas neat and tidy at all times.
- 3.2. Owners are responsible for the orderly conduct of their residents, and residents are responsible for the conduct of their family, guests and domestic staff.
- 3.3. An Owner, resident, tenant, guest, employee shall not:
 - 3.3.1. use his/her section, exclusive use area or any other part of the common property or permit it to be used, in such a manner as to be a nuisance to any other owner or injurious to the good name of the building;
 - 3.3.2. keep anything, or do anything, on the common property, after notice in that respect from the Trustees is received;
 - 3.3.3. do, or permit to be done, in his/her section or on common property, anything which will or may increase the rate of premium payable by the Body Corporate on any insurance policy without Trustees prior written consent and the owner shall be liable for any increase in the insurance premium;
 - 3.3.4. contravene, or permit the contravention of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the Body Corporate or the common property, or contravene or permit the contravention of the conditions of title applicable to his/her unit or to his/her exclusive use area;
 - 3.3.5. make alterations, which are likely to impair the stability of the building or the use and enjoyment of other units, the common property or any exclusive use area;

- 3.3.6. do anything to his/her unit or exclusive use area, which is likely to prejudice the aesthetic appearance of the building;
 - 3.3.7. make use of any open fires, gas – or electrical or any other braai devices to braai on their balconies or on the common property;
 - 3.3.8. use, or permit such exclusive use area to be used, for any other purpose, other than as shown expressly or by implication on or by registered sectional plan, except that with the written consent of the Trustees;
 - 3.3.9. Allow flammable, and/or other dangerous material or articles to be brought onto the common property and/or into a section;
 - 3.3.10. No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in section or any part of the common property.
 - 3.3.11. Discharge a Firearm (unless for reasons of security), including pellet guns on any part of the property;
 - 3.3.12. Throw stones, or any other solid objects, onto common property;
 - 3.3.13. Conduct business or trade may be conducted in residential sections or on the common property except for the management of the building;
 - 3.3.14. Except for the auction of a unit, no auctions or similar sales or exhibitions may be held in residential sections or on the common property without the prior written consent of the trustees;
 - 3.3.15. Plant any shrub, tree or plant on the common property, or damage or remove any shrub, tree or plant on the common property without the prior written consent of the trustees.
- 3.4. No owner of a section shall allow more persons to occupy a residential section, than as set out below:
- 3.4.1. 2 (two) persons in a one-bedroom residential section;
 - 3.4.2. 4 (four) persons in a two-bedroom residential section;
 - 3.4.3. 6 (six) persons in a three – bedroom residential section;
 - 3.4.4. with the prior written consent of the trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 14 (fourteen) days at a time and not for an aggregate period of more than 28 (twenty-eight) days in a calendar year.

4. **ELEVATORS**

- 4.1. When using an elevator, owners, lessees and occupants of sections shall ensure that:
 - 4.1.1. the warning signs and notices pertaining to the usage of the elevator is adhered to;

- 4.1.2. the maximum number of persons or the weight limit is not exceeded;
 - 4.1.3. no damage is caused to the elevator;
 - 4.1.4. the interior of the elevator is kept clean and neat;
 - 4.1.5. No smoking is allowed in the elevators;
 - 4.1.6. No children aged 12 years or younger may use the elevator without adult supervision;
 - 4.1.7. The elevators may not be used to transport furniture, heavy boxes, heavy objects, building material and rubble;
 - 4.1.8. the Directives imposed from time to time by the trustees are complied with.
- 4.2. To enable the trustees to arrange for the supervision of the elevator and gates, owners, residents and tenants of sections must notify the trustees of the dates and times when they intend to move out of section or into a section.

5. DAMAGE TO COMMON PROPERTY

- 5.1. The owner, resident or tenant of a section must not, without the trustees' prior written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 5.2. An owner, resident or tenant of a section must be considered to have the trustees' consent to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees and must keep the device installed in good order and repair.
- 5.3. Should an owner, resident, tenant, domestic staff member or visitor cause any damages of whatsoever nature to the common property, the owner shall be liable to reimburse the Body Corporate for the cost of the repairing such damage.
- 5.4. The owner of the section will be provided with written notice calling on the owner to repair the damages/ reinstate the common property to its prior form within 7 days (in urgent matters affecting security then 24 hours' notice will be provided), in the event that the owner of the section fails to repair the damages within the time period provided then the Trustees will authorize the repairs/ re-instatement and the costs associated therewith will be loaded onto the levy account of the section owner for the owners immediate payment.

6. BEHAVIOUR OF OWNERS, RESIDENTS AND VISITORS IN SECTIONS AND ON COMMON PROPERTY

- 6.1. The owner, resident or visitor of a section must not create noise likely to interfere with the

peaceful enjoyment of another section or another person's peaceful enjoyment of their section, exclusive use area or common property.

- 6.2. Quiet hours are to be adhered to and maintained in sections and the common property between the hours 22h00 and 07h00.
- 6.3. Radios, televisions, musical instruments, and similar equipment must be used in such manner as not to be heard in adjacent Sections, corridors or common property, or to cause disturbance or inconvenience to other residents.
- 6.4. No hobbies or any other activities of recurring character, causing undue noise or nuisance to other residents may be conducted, for example bouncing and kicking balls.
- 6.5. No auctions or jumble sales of personal effects may be held on any part of the property.
- 6.6. The owner or resident of a section must not obstruct the lawful use of the common property by any other person.
- 6.7. No sign, notice, billboard or advertisement if the article is to be displayed which is visible from another section or the common property, or from outside the scheme.
- 6.8. Washing may not be hung on patios or balconies, if any, or laid out over balcony railings, or windows or burglar proofing, in such a way that it is visible to the general public or any other residents. This includes items such as, but not limited to, clothing, door mats, rugs and carpets.
- 6.9. The owner or resident of a section must take reasonable steps to ensure that the owner or resident's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 6.10. The owner or resident of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.
- 6.11. All members of the Body Corporate agree and confirm that an owner who enters into a lease agreement, or allows possession, use and/or occupation for any reason whatsoever for any period of time, must submit all details of said occupant/s to the Trustees and/or Managing Agent prior to occupation being granted. Any failure to submit the aforementioned details is an offence and may attract a fine in line with these Rules

7. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 7.1. The maximum weight of any vehicle entering the complex shall be 3 tons.
- 7.2. Vehicles may not be driven within the parking area in a reckless manner that creates a nuisance or is considered by the Body Corporate not to be in the interest of safety. The maximum speed limit within the complex to be no more than 30km/h.
- 7.3. Hooters shall not be sounded within the Body Corporate other than in emergencies.

- 7.4. Residents' vehicles are to be parked in the garages attached to their Section only and not in the visitor parking's.
- 7.5. Visitors shall park outside the complex unless an owner/resident has made arrangements for their visitor to use the owner's/ resident's own exclusive use parking bay. Visitors are to park their vehicles in the common property parking bays as specifically indicated or approved by the Body Corporate.
- 7.6. No vehicles may be parked in such a way as to interfere with the flow of traffic and/or access to parking bays.
- 7.7. No garage or parking bay may be used for anything other than parking of a motor vehicle. No dumping of building rubble or storage of any goods will be allowed.
- 7.8. Unmaintained or damaged vehicles such as vehicles that are not in general use; not roadworthy; or vehicles that drip oil or brake fluid on to the common property may not be parked on the common property.
- 7.9. No trucks, caravans, trailers, boats or other heavy vehicles may be parked on any portion of the common property.
- 7.10. No repairs to motor vehicles or motor cycles may be conducted on any part of the common property.
- 7.11. Car alarms that are triggered must be attended to immediately. Should the owner of the vehicle be absent from the complex, and the vehicle alarm causes a disturbance to the residents of the complex, the Trustees will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the owner of the vehicle and the owner shall have no claim whatsoever against the Body Corporate.
- 7.12. Owners, residents and visitors park their vehicles in garages and in parking bays at their own risk and no liability shall be attached to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming to be such, may suffer.
- 7.13. Owners, residents or tenants who move either by themselves or engage furniture removers, must ensure that the removal vehicles do not park in parking areas reserved for other residents and that the security gates at the entrance are kept locked. The section owner shall be liable for any damage caused whatsoever by the owner themselves, their residents or their residents removers.
- 7.14. Any vehicles parked in contravention of these rules will be towed away and impounded at the expense of the owner of the vehicle.
- 7.15. Owners, residents or tenants of sections shall ensure that their vehicles, and the vehicles of their visitors, employees or contractors, do not drip diesel, oil or brake fluid on to the common property or in any other way deface the common property by reason of the dripping of oil or brake fluid, or otherwise caused by any vehicle. The owner, lessee or resident responsible shall clean such area at this or her own costs. Should the owner, lessee or occupant fail to clean such area and any such failure persists for a period of 7 (seven) days after the giving of written notice to clean given by the trustees or the managing agent on their behalf, the trustees may arrange to have the area cleaned and hold the applicable owner, lessee or resident liable for the costs of cleaning and restoration of the area such costs will be loaded onto the levy account of the owner.

8. CHILDREN

- 8.1. Children are subject to the Conduct Rules in the same manner as adults.
- 8.2. Residents must supervise their children, and those of their guests, to ensure that no damage is caused or nuisance created, in particular, children may not interfere or tamper with gates, plants, decorations, nameplates, lights or any portion of common property whatsoever; in particular, the electronic gate and ancillary equipment at the entrance to the complex.
- 8.3. No children are authorized to be in common property areas unless they are under the supervision of an adult (a person over the age of 18 years).
- 8.4. Residents are at all times responsible for the acts of their children and of their visitors' children.
- 8.5. Children are not permitted to play in the corridors nor the parking areas, including the parking bays, at any time.
- 8.6. No ball games, skateboards, roller skates, roller blades, bicycles, carts, Heelys and the like may be used on the common property.
- 8.7. The common property, including the passages, foyers, elevators and stairwells, may not be used as playgrounds by children.

9. EMPLOYEES & DOMESTIC STAFF

- 9.1. Any person employed by the Body Corporate is the employee of the Body Corporate and, as such, shall not undertake any errands or jobs for anyone else during normal working hours. The employee is answerable to the Chairperson or the Trustees and the Managing Agent (if so appointed), from whom all instructions should emanate unless an emergency should indicate otherwise. Members of the Body Corporate wishing to employ an employee(s) of the Body Corporate outside of working hours may do so at an agreed negotiated rate between that member and the employee(s). The Resident shall have no claim against the Body Corporate, arising out of any nature whatsoever, as a result of the employment of a Body Corporate Employee.
- 9.2. Owners, lessees and residents of sections may not interfere with Body Corporate employees in the performance of their duties as allocated to them by the trustees, but must give their full co-operation to such employees.
- 9.3. Owners, lessees or residents of sections are responsible for the conduct of their own employees on the common property and shall ensure that they:
 - 9.3.1. Do not loiter on the common property;
 - 9.3.2. Do not cause a nuisance on the common property;
 - 9.3.3. Do not receive guests on the premises;
 - 9.3.4. Comply with the security measures and Directives imposed from time to time by the trustees;
 - 9.3.5. Keep the public toilets clean.
- 9.4. Residents must ensure that all domestic staff are familiar with and understand the conduct rules.

- 9.5. Owners/residents may rent out their staff quarters, only if given prior written consent to do so, by the Trustees. Owners/residents must notify the Trustees of their intention to house a domestic worker in their exclusive use staff quarters, and must supply FULL details of those occupying same quarters 7 (seven) days prior to them taking occupation.
- 9.6. must ensure that that their exclusive use staff quarters are fitted with a handset and linked to the existing intercom system prior to their domestic worker taking occupation of same quarters.
- 9.7. No more than 2 (two) persons may permanently occupy any of the staff quarters at the Body Corporate.

10. KEEPING OF ANIMALS, REPTILES AND BIRDS

- 10.1. No pets are permitted to be kept at any section, or on common property.
- 10.2. Pets that are already kept at the Body Corporate, and have been kept there prior to the adoption and registration of these Conduct Rules may be retained only after written permission to keep such has been obtained from the trustees. However, it should be noted, that these pets may not be replaced should they die.
- 10.3. The Trustees may withdraw their permission for the keeping of an existing pet in the event of such pet becoming a nuisance to other owners or residents.
- 10.4. An owner or resident suffering from a disability and who requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property. However, the resident must provide the Trustees and or managing agent with the documentary proof that the disability exists to justify a service dog prior to one being obtained.

11. REFUSE AND WASTE DISPOSAL

- 11.1. No rubbish or refuse may be left on any portion of the common property or in any section where it would be visible and/or constitute a health hazard.
- 11.2. Owners, residents, tenants and employees shall maintain in a dry and hygienic condition, a receptacle for refuse within his section or exclusive use area and ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 11.3. Both building rubble and refuse, resulting from renovations or moving operations, must be removed by the resident concerned at his own cost, as this type of refuse will not be permitted to be deposited in the refuse bins, or on any portion of the common property.
- 11.4. Cigarette ends and other objects may not be thrown from the windows or anywhere from or onto common property.

- 11.5. Household refuse is collected from outside the sections on weekdays, but must be placed outside before 8 a.m.
- 11.6. No cooking oils or fats may be disposed of in the kitchen sinks, drains or toilets and items such as paper towels, sanitary towels and nappies, may not be flushed down the sewerage system. Such materials may be traced to a section and the owner, tenant or resident of such a section may be held responsible for any costs to clear the sewerage system.

12. ERADICATION OF PESTS AND HEALTH REGULATIONS

- 12.1. An owner shall keep his or her section free of rats, mice, cockroaches, white ants, borer and other wood destroying insects and to his end shall permit the trustees, the managing agent, and their duly authorized agents or employees, to enter upon his or her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section that may be damaged by any such pests shall be borne by the owner of the section concerned.
- 12.2. Each owner, lessee or occupant of a section is responsible to ensure that activities inside his or her section or on the common property comply with all municipal health regulations and that no damage or risk is created or allowed to the health, safety or property of other occupants of sections or other person legitimately present on the premises.

13. EXTERNAL AND INTERNAL ADDITIONS, ALTERATIONS OR MAINTENANCE

- 13.1. Building/renovating activities causing a noise is only allowed to take place on Mondays to Fridays between 08h00 to 17h00 and no building/renovating activities will be allowed on Saturdays without prior consent from the trustees. Any such activities are not allowed to take place on Sundays or Public Holidays.
- 13.2. No owner of a section may renovate or alter a unit/section without the prior written consent of the Trustees. The owner is to provide the trustees with a detailed written plan of the proposed renovations or alterations which shall include, *inter alia*, the proposed date of commencement and completion of such work together with full particulars of what the job shall entail, details of the manner in which building materials shall be carried to and from the ground level; rubble removal; the transporting materials within the Body Corporate; should the Trustees require any documentation or further information it will be provided by the owner to the Trustees within 7 days of receiving the request;
- 13.3. The trustees may provide the owner with working conditions which the owner is to ensure are complied with failing which the contractors will be removed from the Body Corporate;
- 13.4. In the event that the renovations or alterations are approved then the owner must provide the Trustees with the

date of commencement and completion if same has changed while waiting for approval;

13.5. All work must be completed within the time period specified, failing which the trustees may, in their sole discretion charge a building penalty of R 200.00 per day, which amount will be loaded onto the owner's levy account for the owners' immediate payment. The trustees may also, in their sole discretion, agree to an extension of time for the alterations/ renovations, without penalty, should the owner provide the trustees with proof that the delays are due to an act of God. The trustees will consider all the evidence provided to them and determine whether or not to grant an owner an indulgence and agree to a further extension of time. There is no duty on the trustees to meet with the owner prior to raising the building penalty.

13.6. The owner shall ensure that:

13.6.1. A list of all contractors and their employees who are to be allowed on the premises shall be provided to the Trustees 7 days prior to commencement of works; Any workmen not on the list shall only be allowed onto the premises if accompanied by the owner;

13.6.2. Contractors may only park in the bay allocated to the exclusive use area of the owner. Any offending contractors will be denied entry to the Body Corporate until the owner has provided the Trustees with written confirmation that the offence shall not occur again;

13.6.3. The building contractor employs a foreman on the site during all times that work is in progress, and that no work may proceed should he absents himself;

13.6.4. All contractors are informed of the Body Corporate Rules and it is the responsibility of the owners to see that their contractors abide by these and any building conditions provided;

13.6.5. All building materials and rubble be placed only in the location specifically allocated by the trustees;

13.6.6. PVC dust sheets must be fitted to any exposed part of the section being altered so that no dust escapes from the section;

13.6.7. Any dirt or dust that may dirty common property in spite of these protective measures must be cleaned up immediately;

13.6.8. No building rubble may remain on any part of the common property after the end of the day and must be completely removed at the end of each working day. If this is not done, the trustees will employ the services of a rubble removal company and the costs will be loaded onto the levy account for the owner(s) immediate payment.

13.6.9. Care must be taken when transporting building material or rubble over any portion of the common property, and any dust or moss created must be cleaned up immediately;

13.6.10. At no time may jackhammers be used;

13.6.11. In the event of any internal walls being demolished, building plans by a registered architect or structural engineer must be submitted, accompanied by a statement that the removal of such walls shall not compromise the structural integrity of the building.

- 13.6.12. All contractors operating onsite shall be obliged to operate in accordance with the OHS Act and the body corporate shall not be held liable for any breach thereof.
- 13.6.13. All contractors operating onsite shall be required to have contractors' all risk cover for any damages resulting from their activities. In the event that such insurance does not, for whatever reason, settle related damages, the appointing owner (who appointed the offending contractor) shall be liable for the full cost of repairs, such amount which shall be debited to the offending owners' levy account.
- 13.7. Owners will be required to pay a deposit to the managing agent as a "building deposit", which amount shall be determined by the trustees depending on the nature of the building/alterations. The Building deposit shall serve as security in the event of damage being caused to an adjacent unit or to common property. The Trustees shall at their sole discretion allocate funds from this deposit to repair any damage which may be caused to the common property by the applicant's building operations. Where a deposit becomes insufficient, the Trustees shall require a further deposit.
- 13.8. When the works are complete, the deposit, less deductions, if any, shall be returned to the owner. The rights of the Trustees in terms of this clause shall not derogate from any other legal rights which the Trustees or Body Corporate may have against affected owners.
- 13.9. Any damage caused to neighboring sections or to the common property must be remedied, immediately and at the cost of the owner, failure to do so, all building operations will cease until the trustees are satisfied that the damage has been repaired at the sole cost of the owner concerned. In the event that the owner has already completed the alterations and renovations and has failed to remedy any damages caused by him or her, then the Body Corporate will provide the owner with 2 weeks' notice to remedy the damages, failing which a contractor/builder/architect will be appointed by the trustees to attend to the necessary repairs and the owner will be liable for ALL costs associated therewith, including but not limited to, legal fees on attorney and own client scale, costs of architects or builders.
- 13.10. It is at all times the owner's responsibility to note and make the trustees aware of any damage existing before commencing operations, prior to the renovations or alterations commencing, and for which he or she cannot be held responsible for repairing.
- 13.11. Any owner who proceeds to renovate or alter his/her section without the prior written consent of the Trustees will be provided with 30 days to return the section to its original state, failing which, the Trustees will proceed to take legal steps for an order re-instating the unit. The owner will be held liable for ALL costs associated therewith, including but not limited to, legal fees on attorney and own client scale, costs of architects or builders for the re-instatement of the section. These costs will be loaded onto the owner(s) levy account for the owner(s) immediate payment as they are charged to the Body Corporate.
- 13.12. Should any renovation or alteration obstruct any employees or alternate contractors of the Body Corporate in performing any work on the common property then the owner shall be liable for the costs / damages suffered by the Body Corporate. The Body Corporate will provide the owner with a letter detailing the costs to be loaded onto the owners' levy account for immediate payment.

- 13.13. All work shall be done only by suitably qualified professionals and where applicable, licensed or registered workmen and contractors.
- 13.14. The maintenance of all doors, including garage doors, front doors, the doors in and to exclusive use areas, including the handles and locking devices on such doors shall be borne by the owners of the units and their associated garages and staff quarters.
- 13.15. All owners are to ensure that their sections, exclusive use staff quarters or any other exclusive use areas are maintained at all times. In the event that an owner has not maintained his section sections, exclusive use staff quarters or any other exclusive use areas, the trustees will provide the owner with 7 days to attend to the necessary maintenance failing which the trustees will proceed to appoint a contractor to tend to same and the costs will be loaded onto the levy account of the owner for the owners immediate payment.
- 13.16. In the event that a maintenance issue is urgent, such as a leaking pipe causing damage to a unit below, the trustees will provide the owner with a maximum of 24 hours, this will be less depending on the urgency, to repair the item causing damage failing which the trustees will instruct a contractor to enter the section or exclusive use area to attend to the repairs. The costs of the contractor, any lock smith (if required) and any damages caused will be loaded onto the levy account of the offending owner.
- 13.17. In instances where no notice can be given, such as an emergency or where residents life, health and safety are threatened then the trustees will not be required to provide the offending owner with any prior notification before taking steps to secure the situation and eliminate the threat. All costs associated therewith shall be loaded onto the levy account of the offending owner.
- 13.18. All owners agree that these costs may be loaded to their levy account.

14. APPEARANCE FROM OUTSIDE

- 14.1. An owner, lessee or occupant of a section shall not place, store or do anything in a section, on any part of the common property, on exclusive use areas, in sections, including on balconies, patios or gardens and encroachments, which in the opinion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 14.2. No items may be hung over fences, balconies, in windows or corridors or on any part of the building or the common property so as to be visible to the public or to other occupants.
- 14.3. An owner, resident or tenant of sections must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All curtains must have linings, and all linings of curtains, and blinds when viewed from outside, must be acceptable to the trustees in their discretion.
- 14.4. No owner, resident or tenant may, without the prior written consent of the trustees, place, store, or leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left.

15. FIRE EXTINGUISHERS & FLAMMABLE SUBSTANCES

- 15.1. Fire extinguishers may not be interfered or tampered with in any circumstances and are only to be used to extinguish fires.
- 15.2. Due to the safety and insurance related risks surrounding the fire extinguishers, any owners, resident, tenant or visitors found to be tampering or interfering with fire extinguishers will be guilty of a criminal offence and a fine of R1, 000.00, which will immediately be loaded onto their levy account without a prior warning being issued.
- 15.3. The owner of the section will also be liable for any costs of having the fire extinguisher serviced as a result of the resident, tenant, visitor or employee tampering with same.
- 15.4. Should any owner, resident or their visitor or invitee's vehicle block access to a hydrant and such vehicle need to be moved to provide access to the hydrant, neither the Body Corporate nor its Trustees, employees or agents shall be held liable for any damage which may be caused or result to such vehicle.
- 15.5. the owner or resident of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes. This rule does not apply to the storage of fuel or gas in—
 - 15.5.1. the fuel tank of a vehicle, boat, generator or engine; or
 - 15.5.2. a fuel tank or gas cylinder kept for domestic purposes.

16. INSURANCE CLAIMS

- 16.1. All insurance claims related to the building, common property and improvements thereon are to be handled solely through the Board of Trustees and the Managing Agent, as appointed from time to time.
- 16.2. Any damage to a section that is subject to a possible insurance claim shall be reported to the Managing Agent within twenty-four hours of the event having occurred.
- 16.3. It is the section owner's responsibility to take all reasonable precautions to prevent loss, damage, destruction to his section and the common property.
- 16.4. The Body Corporate insurance policy does NOT cover the personal belongings of residents and residents are to ensure that they have comprehensive insurance cover in place for their personal belongings.

17. ENFORCEMENT OF RULES AND COLLECTION OF LEVIES

- 17.1. If the conduct of an owner, tenant or resident of a section or his or her visitors or employee constitutes a nuisance in the opinion of the trustees, or if an owner, lessee or occupant or

visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and where applicable, the lessee or occupant with a written notice which may in the discretion of the trustees be delivered by hand to the section or sent via email. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the owner must be warned that if he or she or where applicable his or her lessee or occupant persist in such conduct or contravention, a fine will be imposed on the owner of the section.

- 17.2. In the event that the owner, lessees, resident of a section or his or her visitors or employee again contravenes, breaches, disobeys or disregards a Management or Conduct Rule after receiving the first warning, then the Body Corporate will impose a fine on the levy account of the owner of the section.
- 17.3. Save for where stated to the contrary above, for a first offence, the trustees will be entitled to raise a fine of R 250.00 which will increase by R 250 increments, to the maximum of R 1 000.00 per infringement.
- 17.4. 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.
- 17.5. Should any damages be caused by or penalties (fines) be imposed on any of the persons as a result of a breach to these Rules, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed. The owners concerned may further be held liable for damages, penalties (fines), all legal costs (including costs between an attorney and own client) and expenses and charges incurred by the Body Corporate in enforcing compliance with the Conduct Rules. Damages, penalties (fines), legal costs and expenses and charges incurred by the Body Corporate in enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable owners' levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.
- 17.6. All owners are liable to pay levies, special levies and any services metered ("expenses"), such as water or electricity, in respect of their section, staff quarters and any exclusive use area, to the Body Corporate on the 1st of the month in advance.
- 17.7. Failure to pay monies (levies, special levies and expenses) by the 1st of the month in advance will result in the debiting of interest to the accounts concerned, at a rate to be determined by the trustees from time to time together with all costs associated with the collection of the unpaid levies, including but not limited to administrative fees, debt collection fees, collection commission and all legal fees on the attorney and own client scale.
- 17.8. It is in the sole discretion of the trustees to take any remedial action necessary against any owner for the enforcement of any right, duty or obligations owed by any owner to the Scheme for the payment of any levy, administrative fee or any other charge that may become due in the enforcement of the Act, the Rules or any other obligation owed.
- 17.9. All members of the Body Corporate agree that any legal, or administrative fees incurred by the Scheme, pursuant to a valid agreement with any supplier, in the prosecution of any obligation owed, or the enforcement of the rules as against an errant owner, can and should be debited to the members account immediately.

17.10. All members of the Body Corporate agree that all debt collection charges, as amended from time to time in the Act, which may be incurred by the Body Corporate when employing the services of a registered debt collector as defined in the Debt Collectors Act of 1998, can and should be debited to the errant members account immediately.

17.11. In the case of chronic late or non-payment, the owner's name shall be sent to a Credit Bureau for blacklisting,

18. LEGAL AND ADMINISTRATIVE CHARGES

It is in the sole discretion of the trustees to take any remedial action necessary against any owner for the enforcement of any right, duty or obligations owed by any owner to the Scheme for the payment of any levy, administrative fee or any other charge that may become due in the enforcement of the Act, the Rules or any other obligation owed.

All members of the Body Corporate agree that any legal, or administrative fees incurred by the Scheme, pursuant to a valid agreement with any supplier, in the prosecution of any obligation owed, or the enforcement of the rules as against an errant owner, can and should be debited to the members account immediately.

All members of the Body Corporate agree that all debt collection charges, as amended from time to time in the Act, which may be incurred by the Body Corporate when employing the services of a registered debt collector as defined in the Debt Collectors Act of 1998, can and should be debited to the errant members account immediately.

**BODY CORPORATE
RYDAL MOUNT**