



rural development
& land reform

Department:
Rural Development & Land Reform
REPUBLIC OF SOUTH AFRICA

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

Browne, Brodie & Fourie

By Hand

Dear Sir / Madam

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

Your letter dated 22/09/2016 refers.

Receipt is acknowledged of your abovementioned letter, the contents thereof having been noted in the relevant file of the Scheme known as **Kalbarri** of Sectional Plan Number **SS 428/1993**.

Yours faithfully

REGISTRAR OF DEEDS: PIETERMARITZBURG
Date: 04/10/2016

Enquiries: Bronwyn Koopman
Telephone: 033 -355 6964
Our Ref: AE 6/6/1(S 269)
Your Ref: Monique/17K032800

KALBARRI BODY CORPORATE

SS 428/1993

CONDUCT RULES

In terms of the Sectional Titles Act, 1986

1. NUISANCE

- 1.1 Silence must be maintained between 14h00 and 16h00 and between 22h00 and 08h00, each day.
- 1.2 Radios, hi fi systems, amplified musical instruments; television sets and cell phones all of which are amplified and volume controlled instruments shall be used in such manner as to not be heard in adjacent units, on the common property or in exclusive use areas.
- 1.3 Abuse of alcohol and drugs are not permitted under any circumstances. Consumption of alcohol in a public place is strictly prohibited by law and all owners, tenants and visitors are strictly and totally prohibited from consuming alcohol in the passageways, parking area, outside the proximity of the building and in any part of the common property. Alcohol may only be consumed inside sections and at the braai area with limitations and should not create a nuisance to other owners, tenants and/or visitors.
- 1.4 Owners or occupiers of units shall not cause or permit such conduct, either in their own section or on balconies or elsewhere upon the premises as shall cause a nuisance or disturbance to other members in the quiet enjoyment of their own premises or which is likely to or in any way tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interest of other owners or occupiers.
- 1.5 An occupier shall not cause or permit any disorderly conduct of any nature in a section or in any part of the common property, including an EAU, or do or permit any act, matter or thing in or about the same which shall constitute or cause nuisance or inconvenience to any other occupier of a section, to the staff of the body corporate or to any other person lawfully present.
- 1.6 Owners and occupants are reminded that the above rule also applies to domestic servants and that they are responsible for ensuring that their domestic servants comply.
- 1.7 Owners or occupiers shall notify neighbors at least a day in advance of any potentially lively occasions that such celebrations or the like will be held.
- 1.8 Children may not play in the entrance to the building, stairways or in the corridors. No running and/or ball games are permitted. All play must be restricted to the garden area that is cordoned off below the entrance gate. Adult supervision is required at all times and any damages caused to the fencing will be charged to the defaulting owner.
- 1.9 Occupants residing on the upper floors must avoid stamping their feet or creating a disturbance for occupants in the floors below, such as bouncing balls, dragging furniture, banging doors etc.
- 1.10 The final decision of what constitutes a noise/nuisance shall be at the discretion of the Trustees by majority and minuted at a Trustees Meeting.

- 1.11 The consumption of dangerous and illegal substances including the smoking of similarly classified substances is not permitted on the common property and EUA. If the consumption of such substances inside a unit causes a nuisance to neighbors, the trustees will notify the police of any such disturbances and nuisances caused by such behavior.

2. VEHICLES

For the purposes of this rule a vehicle shall include a motorcycle and a trailer

- 2.1 No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the written consent of the trustees.
- 2.2 The trustees may cause to be removed / towed away or wheel clamped, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the written consent of the trustees.
- 2.3 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property. In the event that damage occurs, the owner and/or occupier shall be responsible for the costs of the area being professionally cleaned.
- 2.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicles on any portion of the common property, an exclusive use area or in a section.
- 2.5 Vehicles of owners and visitors may be parked only in such areas of the common property as are specifically demarcated by the trustees for that purpose and should not obstruct or hinder any other vehicle. Visitors parking bays will be marked with a "V"
- 2.6 Vehicles may be washed only on that portion of the common property which has been designated for that purpose for the trustees. This bay will be marked with a "W"
- 2.7 No hose pipe or fire reel fitting or common property water may be used to wash vehicles. This is illegal in terms of the Municipal by-laws and is only for emergencies.
- 2.8 Save for the purpose of gaining access to garages or parking bays, motorcycles, caravans and trailers may not be ridden or left on any portion of the common property or in any portion of an exclusive use area or a section where they are visible to residents or the public without the permission of the Trustees
- 2.9 No sleeping shall be allowed in any caravan or other vehicle on any portion of the common property, garage or carport.
- 2.10 Vehicle hooters may not be used on the common property or at the main entrance to the complex.
- 2.11 No heavy duty vehicles or vehicles carrying heavy loads will be allowed inside the premises as this may result in damage to the common property and parking area. Owners and tenants will be liable

for costs of any damage caused to the common property or any part of the building internally or externally.

- 2.12 Vehicles may not travel at speeds in excess of 10 Kilometers per hour on any portion of the common property.
- 2.13 Vehicles with a gross mass of more than 1tonne are not permitted on the common property.
- 2.14 Visitors, employees or contractors of owners, lessees or occupants shall park their vehicle outside the building if their parking bays are occupied subject to the compliance with any reasonable conditions imposed from time to time by the trustees.
- 2.15 No trucks or any other heavy vehicles may be parked on the common property.
- 2.16 The parking of vehicles upon the common property or any exclusive use area is subject to the express condition that every vehicle is parked at the owners risk and responsibility and that no liability shall be attached to the body corporate or its agents or any of its employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him or her, may suffer in consequence of his or her vehicle having been parked on the common property or exclusive use area.
- 2.17 The trustees may from time to time issue further directives pertaining to this Rule.
- 2.18 Notwithstanding the provisions of sub-rule (9), an owner, lessee or occupant who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms thereof, may be subjected to the Imposition of a penalty or penalties in terms of Rule 25.

3. APPEARANCE FROM THE OUTSIDE

- 3.1 The owner or occupier of a section used for residential purposes shall not place or do anything to any part of the common property, including balconies, patios and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 3.2 No air conditioning unit, awning, TV aerial or satellite dish shall be installed on any part of the common property including and EUA, without the prior written consent of the trustees and where applicable, the local authority and when granting such consent the trustees may prescribe any reasonable conditions.
- 3.3 An owner shall be required to keep his/her air conditioning unit in a state of good repair and shall ensure that such appliance is so installed, maintained and operated as to preclude:
 - 3.3.1 the generation of noise, smell or vibration which constitutes a nuisance to the public, including any other occupier of the building and
 - 3.3.2 the discharge or generation condensate onto a street or public place so as to be source of danger or nuisance to the public

- 3.4 In the event of consent being withdrawn in terms of rule 3.2, the trustees shall have the right to require any such installation to be removed from the building
- 3.5 An owner or occupier of a section shall not, without the written consent of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.
- 3.6 No washing is to be hung out to dry in passageways.
- 3.7 No brooms, mops, peg baskets, washing baskets, scrubbing brushes, and like should be left in or on the balcony areas to be visible at any time
- 3.8 Carpets, rugs and mats may not be hung over balconies, over windowsills, outside walls or along the walls of passages.

4. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 4.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.
- 4.2 Notwithstanding rule 4.1, an owner or person authorized by him, may install-
 - 4.2.1 any locked device, safety gate, burglar bars or other safety device for the protection of his section; or
 - 4.2.2 any screen or other device to prevent the entry of animals or insects.

Provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.

5. DOMESTIC EMPLOYEES

- 5.1 No owner or occupier may house a domestic employee on the property without the written consent of the Trustees, and subject to such conditions as the trustees may prescribe. Such consent may be withdrawn at any time by the trustees upon giving the owner or occupier seven days written notice of such withdrawal. In such event the owner or occupier shall ensure that the employee in question is permanently removed from the property or the section within the stipulated period.
- 5.2 The trustees may, in their sole discretion, require any domestic employee employed by an owner or occupier to be registered with the Body Corporate and may require such employee to carry or display documents of identification.
- 5.3 No owner or occupier shall employ and/or house an employee on the property or in a section illegally or contrary to a law, by-law, the sectional titles act or the rules of the body corporate.
- 5.4 Owners and occupiers are responsible for the conduct of their employees and must at all times ensure that they adhere strictly to the rules of the body corporate.
- 5.5 Occupiers shall be responsible for the conduct of their employees as well as their visitors, all of which shall be obliged to comply with these conduct rules.

- 5.6 Should you employ a domestic, you are to ensure they are supplied with a disc, by yourself, which displays the flat number they are working for. Should they not display this disc, access to the building will be denied

6. LITTERING

- 6.1 An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown on the common property any rubbish including dirt, cigarette butts, food scraps, beer bottles or any other litter whatsoever.
- 6.2 In addition to the above rule, tenants or owners are strictly prohibited from littering the common property e.g. parking area, garden and pool area.

7. LETTING OF UNITS

- 7.1 All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these conduct rules, notwithstanding any provision to the contrary in any lease or any grant of rights of occupancy.
- 7.2 Before a lessee or occupant takes occupancy of a section, the applicable owner shall furnish the lessee or other occupant with a copy of the Conduct Rules and Directives and inform such lessee or other occupant of his or her duty to comply with the Conduct Rules and any Directives imposed in terms thereof. The owner shall obtain the lessees (or other occupants) written acknowledgement of receipt of the Conduct Rules.
- 7.3 An owner of a section shall within 7 (seven) days after concluding a lease agreement or other occupancy arrangement, furnish the trustees and/or Managing Agent with the particulars (the full names and contact telephone numbers) of his or her lessee or other occupants and shall further furnish the trustees or Managing Agent with the lessees (or other occupants) written acknowledgement of receipt of the Conduct Rules.
- 7.4 In accordance with rule 7.3 and 7.4 above, the form noted Annexure A and attached to the Rules, needs to be completed and sent to the Trustees and/or Managing Agent
- 7.5 No owner of a section shall allow more persons to occupy a residential section, than as set out below:
- 7.6.1 4 (four) persons in a two-bedroom residential section – 2 Adults and 2 Children
- 7.6.2 6 (six) persons in a three-bedroom residential section - 2 Adults and 4 Children
- 7.6 It is recorded that the body corporate is to prevent frequent short term letting for periods of less than 6 months, and to prevent where possible occupation by persons other than owners which makes it difficult to identify and control occupiers. It increases the security risk and introduces an occupier who does not necessarily have the same proprietary interest in the complex. The minimum lease period is therefore set at 6 months.
- 7.7 Save with the prior written consent of the trustees, an owner shall not part with the occupation of his section to any person, whether for part of a day or night or otherwise unless the owner is also residing in the section.

7.8 Notwithstanding the afore-going, occupation by the family of an owner shall not require such consent.

7.9 No occupier shall sub-let any unit without the prior written consent of the owner AND the trustees.

8. ERADICATION OF PESTS

An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorized agents or employees to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may reasonably be necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

9. STORAGE OF IMFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not store any material, or do or permit or allow to done, any other dangerous act in the buildings or on the common property which will or may increase the rate of the premium payable by the body corporate of any insurance policy.

10. ACTIVITIES ON COMMON PROPERTY

10.1 No hobbies or other activities may be conducted on the common property if they would cause a nuisance to other residents

10.2 Hobbies and other activities which cause undue noise are not permitted.

10.3 No owner or occupier shall store or leave or allow to be stored or left any article or thing in any part of the common property except with the written consent of the trustees.

10.4 No business or trade may be conducted in residential sections or on the common property without the prior cause except for the management of the building.

10.5 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.

10.6 No skateboards, roller skates, roller blades or carts may be used on the common property.

10.7 Common property comprising entrance halls, passages and thoroughpases shall at all times be clear for the unimpaired passage of persons.

11. REMOVALS AND DELIVERY OF FURNITURE

11.1 Occupiers shall advise the supervisor and/or trustees 7 days in advance of the intended day of the removal or delivery of furniture or any other heavy goods.

11.2 Large removal trucks must park outside the complex and not obstruct access to the complex.

11.3 No vehicle over 1 tonne will be allowed access to the complex.

11.4 A non-refundable deposit of R350 for the use of the lift will be required to be paid before moving in or out of the complex or receiving deliveries. This amount will increase on an annual basis by 10%

11.5 Moving in or out of the building may only take place as stipulated below. NO exceptions will be made

MONDAY – FRIDAY 08H30 – 16H00

SATURDAY 09H00 – 12H00(NOON)

SUNDAY NO MOVING IN OR OUT

11.6 To enable the trustees to arrange for the supervision of the elevator and gates, owners, lessees and occupants of the sections must notify the trustees of the dates and times when they intend to move out of section or into a section.

11.7 Should the lift not be cleaned after use or sustain damages from the use the respective unit owner will be billed for all relative costs to remedy same.

12. GARDENING AND PLANTS

All gardening in respect of the property shall be done by persons authorized by the Trustees unless otherwise specifically agreed. No owner, lessee or occupant may 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.

13. FIRE PROTECTION

13.1 Save for his EUA, an owner or occupier shall not repair, alter or interfere with the electrical supply on the common property.

13.2 Electrical and gas appliances in units or EUA's e.g. fans, heaters, stoves, kettles, lights etc. shall be checked regularly and maintained by the occupier and when necessary repaired by a registered qualified technician.

13.3 Occupiers shall take due care to avoid creating a fire hazard (e.g. overloading of power points). Occupiers will be responsible to the body corporate for any loss sustained by the body corporate arising from their negligence. Such loss shall include the excess payable in respect of any insurance claim.

13.4 Any occupier shall not store material or do or permit or allow to be done any other dangerous act in his section or on the common property including his EUA, which will or may put the premises at risk of damage or increase the rate of the premium payable by the body corporate on any insurance policy.

14. OWNER'S DEFAULT

If an owner (whether by himself or by his lessee, invitee, guest, agent, or employ) commits a breach of any of these rules and fails to remedy such breach within a period of seven days after the giving of written notice to him by the trustees or by the managing agent to remedy such breach, the body corporate shall be entitled to take such action as may be available to it in terms of the sectional titles act by law.

15. ELEVATORS

- 15.1 When using an elevator, owners, lessees and occupants of sections shall ensure that:
 - 15.1.1 The warning signs and notices pertaining to the usage of elevator is adhered to;
 - 15.1.2 The maximum number of persons or the weight limit is not exceeded;
 - 15.1.3 No damage is caused to the elevator;
 - 15.1.4 The interior of the elevator is kept clean and neat;
 - 15.1.5 The Directives imposed from time to time by the trustees are complied with;
 - 15.1.6 To enable the trustees to arrange for the supervision of the elevator and gates, owners, lessees and occupants of the sections must notify the trustees of the dates and times when they intend to move out of section or into a section.
 - 15.1.7 No smoking is allowed in the elevators.
 - 15.1.8 No children aged 12 years or younger may use the elevator without adult supervision.

16. ANIMALS, REPTILES AND BIRDS

- 16.1 An owner or occupier of a section shall not, without the written consent of the trustees, which consent may not be withheld unreasonably, keep any animal, reptile or bird in a section or on the common property.
- 16.2 When granting such consent, the trustees may prescribe any reasonable conditions.
- 16.3 The trustees may withdraw such consent in the event of any breach of any condition prescribed in terms of rule 16.2
- 16.4 In the event of consent being withdrawn in terms of rule 16.3, the trustees shall have the right to require any such animal, reptile or bird to be removed from the building.
- 16.5 In the event that animals be permitted - on any of the public portions of the building or any other part of the common property unless carried or controlled on a leash.
- 16.6 In suitable circumstances, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to the application, including such costs as are referred to in Management Rule 31 (1.5).
- 16.7 Upon the breach of, or non-compliance with, the provisions of this Rule, the relevant section may become liable for a penalty or penalties imposed under Rule 25.

17. REFUSE DISPOSAL

An owner or occupier of a section shall –

- 17.1 provide and maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorized by the trustees in writing;

- 17.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 17.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- 17.4 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in rule 17.1
- 17.5 An owner of a section shall not leave refuse on any portion of the common property or elsewhere whether in a container or not, except in the demarcated area.
- 17.6 Furthermore, as an additional service to occupiers, we will arrange that refuse placed in a securely tied plastic bag, outside your unit, will be collected. Bags are to be placed outside your front door only between 7:00am and 8:00am weekdays. After 8:00am on a Saturday unit 06:00 on a Monday, refuse may not be left outside doors, but must be placed in the refuse bins.
- 17.7 No refuse shall be left outside during the day or overnight.

18. POOL

- 18.1 The pool register must be signed by the responsible person before entering the pool area. The register will be kept with security.
- 18.2 Persons are requested to shower before using the pool as beach sand creates a problem with the filter.
- 18.3 The pool is for the use of residents and a limited number of guests. **Right of Admission is Reserved.**
- 18.4 No noise or activities may take place in the pool area after 20h00 on weekdays and 22h00 on weekends. Request for special activities may be made to the trustees.
- 18.5 **THE POOL AREA MUST BE KEPT NEAT AND TIDY AT ALL TIMES.**
- 18.6 Bathing costumes, towels or the like may not be hung over the perimeter fences.
- 18.7 Braais are allowed in the pool area, however, must be cleaned and ash/coal disposed of by 09h00 the following morning. No braai stands may be left in the braai area.
- 18.8 Persons using the pool area do so at their own risk.
- 18.9 Children under the age of 12 must be accompanied by an adult
- 18.10 Glass of any nature, music, excessive noise, shouting or speaking loudly is prohibited within the pool area.

19. SIGNS AND NOTICES

No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.

20. LOSS OR DAMAGE

The body corporate shall not be responsible for any loss or damage suffered by an owner or occupier caused by the body corporate or by any servant or agent of the body corporate or any cause whatsoever, and it shall be the responsibility of an owner to effect his own insurances in respect of the contents contained in his section, or in any part of the common property.

21. ALTERATIONS AND ADDITIONS

- 21.1 No structural alterations or improvements to a section or EUA, including alterations to the plumbing or electrical wiring, the erection of walls, screens and the like shall be done without the prior written consent of the trustees. In considering an application, the trustees shall be required to take cognizance of any previous approvals of similar structures which shall not be deemed as having created a precedent.
- 21.2 Where an owner is entitled to carry out alterations or improvements to his section, the hours of work from 21.4 shall apply.
- 21.3 Colors of exterior paint work on doors, windows, window frames or any other part of the exterior of the section or EUA shall conform exactly with those approved by the trustees.
- 21.4 Building alterations in a section or EUA shall only be carried out between the hours of 08h30 and 16h30 during the week. Building alterations are permitted on Saturdays between 09h30 and 11h30, and building alterations are not permitted on Sundays or Public Holidays.
- 21.5 A non-refundable deposit of R500 will be required to be lodged with the Trustees for the use of the lift.
- 21.6 All rubble and building material must be removed from the site and not left on the common property.
- 21.7 Electrical installations of any kind including electrical wiring and sockets shall not be modified or interfered with in any manner without the written consent of the trustees and then only by a suitably qualified electrician in accordance with specifications laid down by law.

22. GENERAL:

- 22.1 Any owner wishing to complain about noncompliance with these rules shall do so in writing to the Trustees.
- 22.2 All post boxes are to be kept locked.
- 22.3 Electric braais will be permitted on balconies. Open flame braais and use of gas or skottel braais on balconies are not permitted.
- 22.4 An owner shall pay interest at the rate determined by the trustees from time to time on the amount of any levy not paid on or before due date.

- 22.5 The trustees of the body corporate shall be entitled, at all times, to lay down general terms and conditions of occupancy relating to the use of radios, air conditioning machines and other electrical appliances and such other matters as the trustees deem fit, for the convenience and comfort and general wellbeing of all the occupants of the said premises and from time to time to vary, alter or amend same provided always that the board of trustees shall have given written notice to the owners/occupants.
- 22.6 All levies are payable by the 1st day of each month, paid in advance. These levies will be determined as agreed by the trustees and approved at body corporate meetings.
- 22.7 The trustees may upon written notice inspect sections and exclusive use areas at all reasonable times.
- 22.8 No firearms; pellet guns or fireworks may be discharged on the common property.
- 22.9 Under no circumstances whatsoever, will the slaughtering of any animal be permitted in any section or on the common property.
- 22.10 Owners or occupiers of sections shall observe and shall ensure that their visitors and guests do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees not to be in the interest of safety.
- 22.11 Contact numbers must be given to the trustees when units unoccupied for any length of time. The body corporate will not be held responsible for any damage incurred in that unit or to another unit damaged by inaccessibility to unoccupied unit.
- 22.12 Cigarette ends and other objects may not be thrown from windows, balconies or patios. Current legislation in regard to smoking and no-smoking areas is to be observed at all times. Restrictive laws in particular are to be observed diligently, as their contravention is actionable in a court of law.
- 22.13 No levy clearance certificate will be issued until the Purchaser acknowledges having read and understood the conduct rules and house rules and all levies are paid up to date including any fines and interest outstanding.
- 22.14 You are to ensure that person who are not known to you are denied access.
- 22.15 Any malicious damage to the Security system or nay other portion of the body corporate's property will lead to prosecuting by the body corporate.
- 22.16 The Body Corporate cannot itself be responsible for any damage or loss to any property belonging to a visitor.
- 22.17 No member or his tenant may neglect to repair within seven (7) days after notice has been given for any window pane broken from whatsoever cause. A report to a Trustee and the Managing Agents is necessary as the breakage may be covered by the Body Corporate insurance. Repeat?

- 22.18 Hawkers are not welcome within the complex.
- 22.19 Any tradesmen calling during the day must arrange with the relevant owner/occupant or make arrangements in advance for access to the premises.
- 22.20 Complaints, suggestions and requests must be addressed to the Managing Agents in writing, care of the Trustees of Kalbarri Body Corporate. Details of the current Managing Agents are available on the notice board.

23. SECURITY, SAFETY AND RISK

- 23.1 Owners, lessees and occupants of sections must at all time ensure that the security and safety of other occupants and their property are preserved, and in particular must:
- 23.1.1 Handle their access controls responsibly and must report any loss of an access control to the trustees
- 23.1.2 Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed
- 23.1.3 Ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons
- 23.1.4 Comply with any security measures and directives imposed from time to time by the trustees

24. APPLICABILITY

- 24.1 The Conduct Rules, the provisions of section 44 of the Sectional Titles Act, No 95 of 1986 and the provisions of Management Rule 68 shall be binding on all owners, lessees or other occupants of sections and on the trustees and managing agent (if so contracted).
- 24.2 It shall be the duty and responsibility of an owner to ensure compliance with these Conduct Rules by the lessees or occupants of his of his or her section, including the employees, guests and any family members of the owner, or of his or her lessees or of the occupants of his or her section.
- 24.3 The above rules will not derogate from the rights of the Body Corporate to institute legal action against any Owner for a breach of any of the Rules and the Body Corporate shall, at all times, have the election to proceed with legal action notwithstanding any sanctions provided for in terms of the Rule or already enforced by the Body Corporate in terms of the rules. Any expense incurred by the Body Corporate in so rectifying the breach and any loss sustained as a result of such breach and whether or not such expense or loss is direct or indirect and including consequential loss or damages shall be for the account of the owner in breach of the rule/s and recoverable from such owner by the Body Corporate as a debt..

25. FINES

- 25.1 If the conduct of an owner, lessees or an occupant of a section or his/her visitors 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 the trustees be delivered by hand or by registered post. 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 persists in such conduct or contravention, a fine will be imposed on the owner of the section.

25.2 If the owner or where applicable, the lessee occupant nevertheless persists in the particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting / hearing with the owner and trustees to discuss the matter and to impose a fine if necessary.

25.3 A fine will be levied to all owners who contravene any of the above rules. The fines will be added to the owner's levies and can be claimed back from their tenant as follows:-

First offence	-	R500.00
Second offence	-	R1 000.00
Third offence (more)	-	R1 500.00

26. RELAXATION OF RULES

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.

By Order of the Board of Trustees of Kalbarri Body Corporate.