

# **ANNEXURE "2"**

## **CONDUCT RULES FOR**

### **THE VIEW @ MORNINGSIDE**

#### **1. PRELIMINARY**

**The conduct rules contained in Annexure 2 of the Regulations to the Sectional Titles Schemes Management Act, 8 of 2011 have been repealed in its entirety and replaced by these rules.**

The Rules contained in this schedule shall not be added to, amended or repealed except by special resolution in accordance with Section 10 (2) (b) of the Sectional Titles Schemes Management Act 10 of 2011 and after having first been approved by the Chief Ombud in terms of Section 10 (5) of the Sectional Titles Scheme Management Act 8 of 2011.

#### **2. DEFINITIONS:**

In these Rules, unless otherwise indicated or unless the contrary intention shall appear, the following terms shall have the meanings assigned to them hereunder, namely:

- 2.1 "the Act" means the Sectional Titles Management Act 2011 as amended, and all regulations made in terms hereof as amended or replaced from time to time;
- 2.2 "the building" means the building known as The View @ Morningside and all improvements which have been erected on the land;
- 2.3 "the land" means Erf 1773 Morningside Extension 53 Township;
- 2.4 "the Scheme" means The The View @ Morningside Sectional Title Scheme;
- 2.5 "Rental Pool Operator" means any such first class residence operators as the Developer of the Scheme, or its successors in title may appoint from time to time to operate a Rental Pool in the Scheme.
- 2.6 "the Rental Pool" means all units (including exclusive use areas and sole utilisation areas in terms of Section 10(7) & (8) of The Sectional Titles Schemes Management Act which are connected to these units) in the scheme which are available for renting out to third parties on a long or short term basis and /or available to provide temporary accommodation for consideration in terms of the Rental Pool Agreements;
- 2.7 "Rental Pool Agreement" means an agreement in terms whereof the Rental Pool Operator is appointed by an owner of a unit in the Scheme to manage and co-ordinate the renting out of the unit in the Scheme;
- 2.8 "the Rental Pool Sections" means those units forming part of a Rental Pool, which units will be determined by the Rental Pool Operator(s) from time to time.
- 2.9 the "residential sections" mean all units in the scheme other than the Rental Pool Sections.

2.10 the "STSM Act" means The Sectional Titles Schemes Management Act, Act 8 of 2011.

### **3. USER**

- 3.1 When the purpose for which a unit, exclusive use area and sole utilization area in terms of Section 10(7) and 10(8) of the STSM Act are intended to be used is shown expressly or by necessary implication on or by the registered section plan, an owner shall not use or permit his units, exclusive use area and sole utilization area to be used for any other purpose.
- 3.2 No owner or occupier of a units shall conduct any business or permit any business to be conducted (other than the letting of units for residential purposes, and purposes ancillary thereto, as contemplated in clause 3.3 below), whether for profit or otherwise, except the Restaurant Section) unless the written consent of the trustees has first been obtained in writing.
- 3.3 Nothing in these rules shall prevent the owner of any units in the Scheme from participating in a Rental Pool.

### **4. PETS (CATS & DOGS)**

- 4.1 Written permission to keep pets, as defined in clause 3.2, within a section must be obtained from the Trustees and/or Managing Agents of the Scheme in writing, prior to acquiring the pet or prior to date of occupation of the section. The Trustees shall consider each request on its own merits and with due regard to any municipal by-laws and interests of other owners, but may not be unreasonable in withholding their consent. (**Pets are therefore not allowed in the Scheme without prior written permission.**) Only one pet will be allowed per unit in the scheme.
- 4.2 For purposes of these rules the word "pet" shall mean:
  - 4.2.1 a cat or
  - 4.2.2 a small dog. "Small dog" is defined by the height not exceeding 25 (twenty five) centimeters from the point of shoulder to the floor.
- 4.3 An owner or occupier, shall only be allowed to keep a cat or a dog. **All reptiles, birds and any other form of pet are not permitted in the Scheme.** Furthermore, all dogs and cats must be:
  - 4.3.1 Neutered/spayed and vaccinated against rabies and all other prevalent diseases, and the owner of the pet shall produce all relevant documentation when applying for permission to keep a pet, and
  - 4.3.2 Collared, tagged and chipped.
- 4.4 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.
- 4.5 The Trustees may prescribe any reasonable conditions that they deem fit from time to time for the keeping of any pets. In the event of the Trustees refusing the request for keeping a pet in the scheme, their reasons for refusal shall be given in writing on request to do so by the applicant.
- 4.6 Any owner or occupier must ensure that their pets as defined herein are not a disturbance to other owners or occupiers. On the receipt of written complaints by two separate owners or

occupiers in the Scheme, the Trustees shall have the right to revoke such consent and request the owner to remove such pet from the Scheme.

- 4.7 Pets shall not be permitted in or around any part of the common property constituting the communal entertainment and recreation area. The Trustees shall have the right to remove forthwith any pet found in such area.
- 4.8 No dogs shall be allowed to roam freely in the Scheme. Owners of cats must take due care that their cats do not become a nuisance or cause inconvenience to other owners, residents or occupiers, including, but not limited to, entering other units which the owner of the cat doesn't reside in.
- 4.9 Owners shall accompany all dogs when out on the common property. All dogs must be on a leash when on the common property.
- 4.10 The owner of any pet shall immediately remove any excrement deposited by such pet in a public area. Owners shall also ensure that the excrement within their Exclusive Use Areas shall not cause a nuisance, be unsightly and ensure any excrement is removed immediately.
- 4.11 Cats and dogs shall be chipped and wear a collar with a tag indicating the name, telephone number and address of its owner. This is to be done at the expense of each individual owner. The Trustees are empowered to apprehend and hand over to the municipal pound any cats or dogs found roaming the Scheme without a chip or collar.
- 4.12 Vicious/dangerous or not domesticated animal of any nature may not be kept in any section or in the common property and shall be removed at the cost of the owner.
- 4.13 The Body Corporate, Trustees, Managing Agents or its appointed employees, shall not be held liable for any injury to pets in the complex including the common property and driveways nor for removal of such pets if the conditions aforesaid are not adhered to.
- 4.14 The trustees may provide additional reasonable conditions in regard to the keeping of a cat or dog in a section when granting their consent.
- 4.15 The trustees may withdraw their consent if any conditions imposed in terms of clause 4.4 or any condition set out above is breached.
- 4.16 Should the trustees refuse a request for keeping a cat or dog in a section or on common property, they must provide their reasons for such refusal in writing to the applicant.
- 4.17 The Body Corporate, Trustees, its agents and/or employees, shall not be held liable for any injury suffered by any cat or dog, including any injury suffered whilst on the common property, nor for removal of such pets if the aforesaid conditions are not adhered to.

## **5 REFUSE DISPOSAL AND LITTERING**

- 5.1 An owner or occupier of a section, shall:
  - 5.1.1 maintain in a hygienic and dry condition the receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees from time to time, and
  - 5.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, in the case of tins and other containers, completely drained, and

- 5.1.3 when the refuse has been collected, promptly return such receptacle to his section or other refuse area referred to in paragraph 5.1.1. and
- 5.1.4 no household refuse should be placed outside sections over weekends. Residents must dispose of this in the bin area provided for this purpose.
- 5.2 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 cigarette butts, food scraps or any other litter whatsoever.
- 5.3 The owner or other lawful occupant of any section shall not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any section.

## **6 DAMAGE, ALTERATIONS OR ADDITION TO THE COMMON PROPERTY**

- 6.1 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 prior written consent of the Trustees.
- 6.2 Notwithstanding 6.1, an owner or person authorised by him may install, provided that the Trustees have first approved in writing the nature and design of:
  - 6.2.1 any locking device, safety gate, burglar bars or other safety devices for the protection of his section; or
  - 6.2.2 any screen or other device to prevent the entry of animals or insect, or
  - 6.2.3 security gates / burglar bars. No exterior burglar bars will be permitted.
- 6.3 No owner or occupier of a section may make any structural alteration to his section, his exclusive use area or any part of the common property, without the prior written consent of the Trustees first having been obtained. The owner or occupier of a section must also ensure compliance with Section 24 of the Sectional Titles Act of 1987.
- 6.4 No owner or occupier shall erect or cause to be erected or installed any lights or lighting apparatus on any part of the common property or his exclusive use area, without the prior written consent of the Trustees first having been obtained.
- 6.5 No owner or occupier shall erect any structure of any nature whatsoever, including but not limited to umbrellas, braai facilities, saunas, jacuzzis, which are of a permanent or semi-permanent nature, without the written consent of the Trustees having been obtained.
- 6.6 Each unit within the Scheme has access to the communal TV and M-net aerials. Under no circumstances will any other aerials / satellite dishes be permitted in the Scheme.
- 6.7 No air-conditioning units may be installed unless the prior written consent of the Trustees have been obtained first.

## **7 APPEARANCE FROM OUTSIDE**

- 7.1 The owner or occupier of a section shall not place or do anything on any part of the common property including balconies and patios which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

- 7.2 No owner or occupier shall store or allow to be stored any item of his balcony, other than pot plants and garden furniture, having regard to the provisions of paragraph 7.4.
- 7.3 An owner or occupier of a section shall be permitted to place and keep on his balcony such pots and pot plants and garden furniture, being furniture meant and designed for outside use, as may be approved by the Trustees from time to time.
- 7.4 The trustees reserve the right to instruct an owner or occupier to remove such air conditioning unit(s), pot plants, pots or garden furniture, or items of a similar nature on any part of the common property, including balconies and patios or exclusive use area, if, in the discretion of the Trustees, such item or items are undesirable / aesthetically displeasing when viewed from the outside of a section.

## **8 STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

An owner or occupier shall not store any material or do so permit or allow to be done any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

## **9 VEHICLES**

- 9.1 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 consent of the Trustees in writing, except in respect of those areas of the common property specifically demarcated for that purpose. The Trustees may, for this purpose, from time to time demarcate areas of the common property where parking of motor vehicles are permitted, and may similarly demarcate other areas of the common property where parking of motor vehicles are not permitted.
- 9.2 The Trustees may impose a penalty as per clause 31 below on an owner of any vehicle parking or standing or abandoned on the common property or any of the aforesaid demarcated areas, without the owner's consent.
- 9.3 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. If an owner occupier of a section contravenes this rule, that owner or occupier shall be liable to compensate the Body Corporate for the fair reasonable and necessary cost of restoring/repairing/cleaning such common property.
- 9.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, any exclusive use or sole utilization areas or in a section.
- 9.5 The owner or occupier of any section shall not place or park or cause or permit to be placed or parked any vehicle, possession or article in such manner as to obstruct any passageways, exits from or entrances to the building or any entrance to or exit from any section or any exclusive use area or authorised parking bay or any other owner of lawful occupant. The foregoing shall apply to the visitor or guest of the owner or occupier concerned. The Trustees may in the event of contravention of this rule, cause a penalty to be imposed on the owner concerned as per clause 31 below.
- 9.6 The use of vehicles, including motorcycles, which create excessive noise, is prohibited.
- 9.7 Parents are to take full responsibility for their children within the greater Scheme area. The Trustees will not be liable for any accidents which might occur involving children within the Scheme. Children under the age of twelve (12) are to be supervised by an adult, at all times.

- 9.8 Roller skates, skateboards, roller blades or roller balls and similar devices may not be used in the Scheme.
- 9.9 Unauthorised parking, e.g. parking in a neighbour's bay, may result in the clamping of car wheels and release thereof will only be upon payment of fine as determined by the Body Corporate.
- 9.10 No washing of vehicles on premises is permitted.
- 9.11 Trucks and furniture removal vans above 2500 (two thousand five hundred) kilograms (Gross weight when fully loaded) shall not be permitted to enter the basement area and must be parked outside of the Scheme. It is the duty of the owner to inform their tenants/occupier, moving companies or purchasers of this rule when selling or renting their units.
- 9.12 Parking bays may only be sub-let to another owner or tenant in the Scheme, and the chairman of the Trustees and/or the Managing Agent must be informed hereof in advance.
- 9.13 No trailers or caravans are allowed to be parked within the basement on a permanent basis. Permission is to be obtained from the chairman of the Trustees and/or Managing Agent for short-term periods only.

## **10 LITTERING**

- 10.1 An owner or occupier of a section shall not deposit, throw, permit or allow to be deposited or thrown, on the common property, any rubbish including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 10.2 Owners and occupiers of sections shall keep all windows, balconies, terraces, exclusive use areas and exterior entrances to their sections in a clean, tidy condition and in a good state of repair.

## **11 WASHING**

- 11.1 An owner or occupier of a section shall not erect his own washing lines nor hang 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 section. This rule shall be read in conjunction with rule 6, which is deemed to be incorporated herein.
- 11.2 Only clothes horses are permitted. These are limited to the patio area (if applicable) of each unit over weekends and must be removed when not in use.

## **12 MAINTENANCE**

- 12.1 The owner or other lawful occupant of a section shall at times and at his own expense maintain his section, exclusive use area and sole utilization areas in good, clean, hygienic, tidy and habitable order and condition and shall be responsible at his own expense for:
  - 12.1.1 All interior painting, maintenance, remedying of blockage of sewers and sanitary equipment and connection.
  - 12.1.2 Remedying of water pipes in his section.
  - 12.1.3 Remedying of excessive water overflow or any equipment or installation in his section and sole utilization areas.

- 12.2 All owners and occupiers shall be obliged at all reasonable times to grant access to the trustees their servants and agents, to their section, exclusive use area or their sole utilisation areas and any other part of the common property, for the purpose of performing any necessary maintenance, effecting repairs or performing other such tasks and matters incidental thereto.
- 12.3 All owners and occupiers shall be obliged at all reasonable times to grant access to their sections, exclusive use area or sole utilisation areas or other part of the common property, to the trustees, their servants and agents, for the purpose of enforcing these rules or when it is reasonable necessary in the best interests of the Body Corporate.

### **13. SIGNS AND NOTICES**

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

### **14. NOISE**

- 14.1 The owner or occupier of any section (excluding the Restaurant Section) shall not play or cause or permit to be played, any radio, television set, tape or other recording, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other owner or occupier or to any other person.
- 14.2 The volumes of sound arising in and around a unit, from whatever sources including radios, television sets, human voices, instruments, tools or telephones shall be on such a level so as not to be heard by adjoining units. No noise or loud music is allowed after 22h00 on weekdays and on weekends, unless prior permission has been received from your immediate neighbours and the trustees.
- 14.3 Mechanical maintenance work, including the use of power-saws, lawn mowers and similar tools, is permitted only between the following hours: Mon – Fri 7h30 – 18h00; Sat & Sun 9h00 – 18h00.

### **15. POWER TOOLS AND EQUIPMENT**

- 15.1 The owner or occupier of any section shall not use or cause to permit to be used anywhere in the building (including his section) or on the common property (including his sole utilisation area) any hand or powered tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception or which create or cause any sound or noise or smells or fumes to which any other owners or lawful occupiers may reasonably object.
- 15.2 No owner or occupier may store or permit to be stored any powertools and equipment and/or similar items, including work benches, work tables, in or on any part of the common property or his sole utilisation area, including but not limited to the balcony and balcony area of his section and the carport designated to him for his use.
- 15.3 No owner or occupier of any section shall practice or cause to be practiced in any part of the common property, including his exclusive use area and sole utilisation area, any hobby or activity to which other owners and occupiers may object.

## **16. CHILDREN**

Owners and occupiers must supervise their children and the children of visitors so that no damage or nuisance is caused to the common property or the property of other owners or residents. In particular, children may not interfere with plants, exterior lights, gates, electrical boards, decorations or any installations or equipment or the like on the common property.

## **17. SUNDRY PROVISIONS**

- 17.1 Cigarette ends and other objects may not be thrown from the windows or patios onto the street and common property.
- 17.2 No smoking, eating or drinking may take place on the common property without the consent in writing of the trustees. Owners and residents are requested to keep the common property and gardens free of litter and in a neat and tidy condition.
- 17.3 No firearms, pellet guns or any other dangerous weapons may be used within the Scheme. Should any damage of whatsoever nature be caused to the common property by any owner, his family, staff, tenants, invitees, visitors or pets, the owner shall be liable for the cost of repairing such damage.

## **18. FIRE FIGHTING EQUIPMENT**

- 18.1 The owner or occupier of any section shall not tamper with, abuse or use or cause or permit to be tampered with, abuse or used, any firehose, reel or extinguisher in any manner or for any purpose other than as permitted or prescribed by the fire regulations of the relevant local authority or other relevant legislation.
- 18.2 No fire extinguisher, firehose or similar device anywhere in a section or anywhere on the common property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, garden or any other unauthorised purpose.

## **19. DOMESTIC STAFF**

- 19.1 Any personnel employed by any owner or occupier of a section in the building shall be required, prior to their commencing employment in the building, to obtain the necessary security clearance, at the cost of the employer, from the Managing Agents and/or the security provider appointed by the Body Corporate for the Scheme and/or any other reputable security provider.

## **20. BARBECUES**

The owner or occupier of any section shall not make fires or use barbecues or braai's in a manner or at a time which causes inconvenience to the owner or other lawful occupant of any other section, or cause danger to the building or any part thereof or to any property of any other person whatsoever.



## **21. SPEEDING**

The owner or occupier of any section shall use entrances and exits to the building and internal roads and passages in such manner as may be indicated by the trustees from time to time and shall at all times drive his vehicle slowly, i.e. 15km/h, and with the utmost caution on the premises, and shall furthermore ensure that their visitors do likewise.

## **22. GARDENS / GARDENER**

- 22.1 No owner or occupier of any section, other than person empowered by the Body Corporate to do so, shall instruct the gardener to do any work in the exclusive use areas and sole utilisation areas, and/or common property during normal working hours except in an emergency.
- 22.2 The owner or occupier of any section shall not interfere with flora, wild or cultivated, growing on common property other than the sole utilisation areas allocated to such owners. All owners or occupiers shall ensure that such areas are not despoiled in any way.
- 22.3 No plants, trees or shrubs may be removed from the common property, neither may any plants, trees or shrubs on the common property be trimmed without prior written approval from the trustees. It is recorded that certain of the flora is protected by law and any owner or occupier interfering with or damaging or in any other way acting in respect of such flora contrary to the provisions of the law may be prosecuted by the trustees or any other person.
- 22.4 No owner or occupier shall cause to be planted in the gardens on the common property or any part of his sole utilisation area, any plants shrubs or trees without first obtaining the prior written consent of the trustees. It is specifically recorded that no owner or occupier shall plant any creepers or creeping plants or plants which have a tendency to creep, on the common property or his sole utilisation area.
- 22.5 The owner or occupier of any section and his visitors shall keep to the pathways at all times.

## **23. LEASING OF UNITS**

All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit, are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

## **24. ERADICATION OF PESTS**

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

## **25. PAYMENT TO LEVY FUND OF THE BODY CORPORATE**

Failure on the part of any owner of any section to ensure that payment of levy or any other amounts due to the Body Corporate is received by no later than the 1st day of the month in which it is due, may result in interest being charged and/or legal action being taken to recover any such levy or other

amounts due from the owner in terms of Section 21(3)(c) read together with Section 25 (2), (3) and (4) (Management Rules) of the Sectional Titles Schemes Management Act, 2011 as amended.

## **26. SECURITY**

- 26.1 Security protocol, at the gate, shall be adhered to at all times.
- 26.2 All attempts at burglary or instances of fence jumping or breakage, must be report to the trustees and a member of the security staff as soon as is reasonably possible in writing.
- 26.3 Access stickers shall be handed out to all residents. These stickers are to be placed on the bottom right of the front windscreen of each resident's vehicle.
- 26.4 Where possible, the security center at the gatehouse shall be advised in advance of the pending arrival of any contract workers, deliveries or visitors.
- 26.5 All residents shall ensure that their visitors adhere to the security protocol of the complex.

## **27. OWNER OR OCCUPIER NOT THE AUTHORISED AGENT OF THE BODY CORPORATE**

Only the duly elected trustees of the Body Corporate may enter into any contract on behalf of the Body Corporate and incur any liability for the Body Corporate and then only by two such trustees acting simultaneously. No other owner or occupier may in any way whatsoever enter into any contract on behalf of or incur any liability on behalf of the Body Corporate, without the prior written consent of the trustees first being obtained.

## **28. OCCUPANTS, TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES**

- 28.1 The occupiers of units are liable for the conduct of their visitors, contractors and employees, and shall procure that such persons adhere to these rules.
- 28.2 Employees need to be registered with the trustees by each tenant. A copy of the employees Identity Document, physical address, contact numbers and which unit they are working for will be kept on file with the trustees. Thereafter each employee shall be required to sign in at the gate with the security guard on duty on a daily basis, where they shall be required to produce their Identity Document for verification. Each employee will at a later stage, receive an ID access card as well.
- 28.3 Tenants, occupants, residents, visitors and employees are to ensure that the privacy of others is not infringed upon in any way whatsoever.

## **29 LAWS, BY-LAWS AND REGULATIONS**

- 29.1 Owners and occupiers, in particular the owner of the Restaurant Section, shall comply with all laws, by-laws and regulations including, but not limited to, all the applicable terms of the relevant town planning scheme, all building and town planning legislation and the conditions of title under which sections and the land are held.
- 29.2 Without in any way affecting the generality of rule 29.1 no business, auction or jumble sales may be conducted from or operated in any section, excluding the Restaurant Section.

29.3 No advertisement or publicity material may be exhibited on the sections, exclusive use areas or on common property with regard to any section, excluding the Restaurant Section.

### **30 SOLE UTILISATION AREAS**

The Developer has, in terms of section 10(7) & (8) of The Sectional Titles Schemes Management Act, imposed the following additional Conduct Rule relating to sole utilisation areas :

- 30.1 There has been created, in favour of the owners of the units from time to time, as set out in Annexures "A" and "B" hereto, being respectively a schedule and layout plan of the sole utilisation areas, the right to use part of the common property for their sole utilisation.
- 30.2 A sole utilisation area entitles an owner or occupier of a unit to which the sole utilisation area attaches, to the exclusive use of the sole utilisation area to the exclusion of all other persons.
- 30.3 The owners of sections that form part of the Rental Pool managed by Rental Pool Operator ("the Rental Pool Sections") shall be entitled to make any sole utilisation area allocated to them available to members of the public on a commercial basis.
- 30.4 The sole utilisation areas created shall be as follows :
  - 30.4.1 each **parking bay** reflected in Annexure "A" hereto shall be for the exclusive use of the owner or occupier of the unit, the number of which is reflected in Annexure "B" and as determined in the layout plan attached hereto marked Annexure "B".

The general provisions relating to the use of the sole utilisation areas are as follows:

The parking bay may only be utilised for the parking of:-

- motor vehicles;
- light delivery vehicles;

The parking bay can only be utilised by other types of vehicle with the prior written consent of the Trustees, which may withhold such consent in its discretion, or grant such consent subject to such conditions as it may determine.

- 30.4.2 each **open area (open balcony/open terrace/open patio)** reflected in Annexure "B" hereto shall be for the exclusive use of the owner or occupier of the unit, the number of which is reflected in Annexure "A" and as determined in the layout plan attached hereto marked Annexure "B".

The general provisions relating to the use of the sole utilisation areas are as follows:

The way in which the open areas may be utilised will be determined by the Body Corporate and subject to such conditions as they may determine.

- 30.5 The owner of a section to which the exclusive use of any sole utilisation area has been allocated as aforesaid shall be obliged to maintain, upkeep and repair the sole utilisation area, including the repair of any equipment therein, in all respects to the satisfaction of the Body Corporate.
- 30.7 The sole utilisation area may only be used for such purposes for which they have been allocated.
- 30.8 The Body Corporate shall be entitled to determine and collect special levies for the maintenance of any of the sole utilisation areas created in terms hereof, if clause 30.5 above is not complied with.

### **31 INTERNAL DISPUTE RESOLUTION PROCEDURE AND PENALTIES**

- 31.1. The trustees shall manage and regulate the scheme's internal dispute resolution procedure and the imposition of penalties as provided for hereunder.
- 32.2 If the conduct or default of a member or his or her family member, tenant, occupier, guest, client, visitor, employee or contractor contravenes, breaches, disobeys or disregards any provision of the scheme's management or conduct rules, the trustees may give the member written notice:
  - 32.1.1 specifying the alleged conduct;
  - 32.1.2 identifying the provision of the management or conduct rule allegedly contravened, and
  - 32.1.3 notifying the member that if the offender persists in such conduct or contravention, a penalty or penalties will be imposed on the member.
  - 32.1.4 the contravention on file will expire, after 12 months from date of first penalty imposed.
- 32.2 If the offender nevertheless persists in the conduct complained of, the trustees may convene a trustee meeting to discuss and deal with the matter as set out below.
  - 32.2.1 A written notice of such meeting must be sent to the member at least 7 (seven) days before the meeting is held:
    - 32.2.1.1 informing the member of the purpose of the meeting;
    - 32.2.1.2 providing the member with details of the alleged conduct;
    - 32.2.1.3 identifying the provision of the management or conduct rule allegedly contravened; and
    - 32.2.1.4 inviting the member to attend the meeting to make representations, provided that the member may not participate in the decision making or voting at the meeting.
  - 32.2.2 After the member has been given the opportunity to present their case, the trustees may, if agreed by at least 75% of the trustees present at the duly constituted meeting, impose an "initial penalty" of R500.00 (five hundred rand) for the first offence and a "subsequent penalty" of R1 000.00 (one thousand rand) for every identical offence thereafter, without derogating the rights in law of the trustee committee to take further action.
  - 32.2.3 Should the member not attend the meeting referred to in this rule without providing a reasonable request for postponement, the trustees may continue with the meeting and impose an initial penalty or subsequent penalty in the member's absence.
  - 32.2.4 The reasons for the trustee committee's decision to impose an initial penalty or subsequent penalty must be provided to the member in writing within 7 days following the meeting.
- 32.3 Any amount due by a member by way of an "initial penalty" and/or "subsequent penalty" imposed in terms of this rule shall be a debt due by him to the body corporate.
- 32.4 Any penalty imposed in terms of this rule may be debited to the member's account as a penalty and/or charge levied in terms of these rules, as provided for in terms of management rule 25(5).

- 32.5 The decision of the trustees to impose an “initial penalty” and/or “subsequent penalty” in terms of this rule shall be binding but shall not restrict the rights of the member who is dissatisfied by the decision to refer a dispute to the Community Schemes Ombud Service in terms of section 38 of the Community Schemes Ombud Services Act, 2011.

### **33 COMPLAINTS**

- 33.1 Any owner or occupier who wishes to notify the trustees of a complaint and/or alleged breach of these rules must do so by submitting a fully completed attached “Complaint Form” in writing.
- 33.2 The fully completed Complaint Form must be emailed to the body corporate’s managing agent, if one has been appointed. If the body corporate has not appointed a managing agent, the form must be emailed to the chairperson of the board of trustees directly.
- 33.3 The trustees are not obliged to attend and/or respond to complaints submitted in any other manner. Only fully completed complaint forms submitted via email in accordance with rules above will be considered.
- 33.4 Trustees must consider the complaint and respond to the complainant within a reasonable time, no more than 7 days after the conclusion of their next trustee meeting and no longer than 30 days after the complaint has been submitted (whichever occurs soonest).
- 33.5 The trustees may reject a complaint on reasonable grounds, which grounds must be communicated to the complainant within the time frame specified in rule 33.4.
- 33.6 Trustees are obliged to discuss and take resolutions regarding submitted complaints collectively. Therefore, individual trustees and complainants are not allowed to discuss submitted complaints unless authorised to do so by a written trustee resolution.
- 33.7 Once the trustees have either dealt with or rejected the submitted complaint and communicated their decision and grounds therefore to the complainant, the matter is deemed closed. Any further complaint(s) must be submitted on a subsequent Complaint Form.