



SECTIONAL TITLES SCHEMES MANAGEMENT ACT, 2011 (ACT NO 8 OF 2011)

CERTIFICATE IN TERMS OF SECTION 10(5)(c)

For office use:

Scheme Registration Number: CSOS/GovDoc/17/GP/000283

1. I, the undersigned, Seeng Catherine Letele, in my capacity as the Chief Ombud, acting in terms of section 10(5) (c), of the Sectional Titles Schemes Management Act, 2011 (Act No 9 of 2011), hereby certify that: -
2. At a meeting held on 7th September 2016, the scheme passed a Special Resolution approving the amendments of the Conduct Rules.
3. The amendments to the Conduct Rules in terms of section 10(5)(a), of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011), have been approved.
4. The Conduct Rules are for the regulation and management of the following Community Scheme:

ABBINGTON

5. The amendments will become effective on the date of signature hereof.

Signed and dated at**SANDTON**..... on the**20th** day of**OCTOBER**..... 2017



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ABBINGTON BODY CORPORATE CONDUCT RULES

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INTRODUCTION

In terms of Section 10(2) (b) of the Sectional Titles Schemes Management Act 2011, the Trustees hereby publish the following Schedule of Conduct Rules, which may be amended from time to time to meet the changing needs of the community.

The purpose of these rules is the maintenance of common courtesy and regard for the rights of all residents, to sustain the use of common amenities and ensure the maintenance of high standards of living for the mutual benefits of all residents.

We request your co-operation in abiding by these rules and would point out that, should it be necessary, the Trustees will take legal action to uphold these rules, in the best interest of all Owners.

General

The following serves as a general guideline to Occupants:

1. It must be Occupants declared intent to live as harmoniously as possible with all other residents and to respect each other's right of privacy.
2. Common courtesy and consideration for others must be the basis for all aspects of behaviour.
3. It is the responsibility and duty of Owners to ensure that their Tenants, Visitors, Visitors and staff are familiar with and abide by these Rules.

It is hoped that parties in conflict will try to resolve matters amicably between themselves before involving trustees.

1. INTERPRETATION

The provisions of these rules set out below, shall be binding on the owner of any section and lessee or other occupant of any section, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of his family, his lessee or his occupant.

In the interpretation of these rules, unless the context otherwise indicates:-

"Act" - means the Sectional Title Schemes Management Act 2011.

Words and expressions used shall bear the meaning assigned to them in the Act.

"Trustee" includes an alternate Trustee.

"Occupier" includes any person in actual occupation of premises, without regard to the title under which he occupies.

"Household and Domestic Refuse" shall mean and include ashes, cinders, food refuse, tins, waste paper, floor sweepings and household garbage generally produced. shall not include ashes from furnaces, sand or earth, liquid matter, garden refuse, vegetation, hedges or fences, building refuse,

"Building waste" means all waste produced during the construction, alteration, repair or demolition of any structure, and includes building rubble, earth, vegetation and rock displaced during such construction, alteration, repair or demolition.

Words importing

The singular number only shall include the plural, and the converse shall also apply;

The masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.

The headings to the respective rules are provided for convenience of references only and are not to be taken into account in the interpretation of rules.

2. USE OF A SECTION

An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the Common Property.

No owner or occupier shall erect any structure of a permanent nature whatsoever, including but not limited to braai facilities, saunas, jacuzzis, gazebos, or chimneys, a permission request can be submitted to the trustees and a decision will be taken at their discretion.

No owner or occupier shall erect any temporary structure of whatsoever nature, including but not limited to umbrellas, gazebos, zozo huts, dog kennels, play equipment, dolls houses, wireless antennae, air-conditioners unless permission has been granted in writing by the Trustees. The request for permission must be accompanied by detailed specifications clearly indicating design, colour, shape, size and proposed positioning of the said structure.

It must be noted that the structures as mentioned above, should they be permitted by the trustees must be removed entirely from the section and or exclusive use area should the unit be sold and or the tenant vacate the premises. In this instance the area must be returned to its original state.

No owner or occupier of a section shall erect or allow to be erected any form of fencing on any part of the Common Property or in any exclusive use area unless written consent from the Trustees has been obtained.

No owner or occupier shall allow overcrowding in a section:

Definition of overcrowding

A section is overcrowded for the purposes of this Part when the number of persons sleeping in the dwelling is such as to contravene) the standard specified in section 2.5.1 (the room standard)

The bedroom standard.

The number specified in Table I in relation to the number of bedrooms in the section available as sleeping accommodation:

Table I

Number of bedrooms	Number of persons
2	2 for each bedroom
3	2 for each bedroom

No latrine, passage, staircase, landing, bathroom, cupboard, outbuilding, garage, storeroom, shed, kitchen, dining room, food preparation area, cellar or loft may be used as sleeping accommodation.

3. INSURANCE PREMIUM

An owner shall not do or permit to be done in his section or on the Common Property anything which will or may increase the rate of the premium payable by the Body Corporate on any Insurance Policy.

All insurance claims related to the building, Common Property and improvements thereon are to be handled solely through the Managing Agent.

Any damage to a section that is subject to a possible insurance claim shall be reported to the Managing Agent or Estate Manager within forty eight hours of the event having occurred, failing which the Body Corporate cannot be held liable in the event of the claim being repudiated by the Body Corporate's Insurer.

It is the responsibility of the owner and or occupier to take all reasonable precautions to prevent loss, damage, destruction to his section, exclusive use area and the Common Property

Any insurance excess levied by the Body Corporate's Insurer on any insurance claim in respect of the inside of the section shall be for the section owner's account.

4. MOTOR VEHICLES / TRUCKS

No person shall drive, draw or propel any vehicle (other than a perambulator, invalid's chair or the like) upon any footpath or sidewalk designed for use by pedestrians.

No owner or occupier shall park or load a vehicle or allow anything to be on it that obstructs other vehicles or persons or impedes their movement or is likely to do so.

The Body Corporate shall not be liable for the loss of any vehicle or for its lawful removal from the area, or for damage to any vehicle or its fittings, accessories or contents while in a parking area or for such damage if it is the consequence of it being lawfully moved.

Owners and occupiers 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.

No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property

The Trustees may cause to be removed or towed away, at the risk and expense of the owners of the vehicle, any vehicle parked, standing or abandoned on the Common Property without the Trustees consent.

Any vehicle/s which has been parked in the same place on the Common Property area for a continuous period of 14 (fourteen) days or longer without being removed by the owner or owner's representative, shall be deemed to be an abandoned vehicle, unless the Trustees have been advised in writing and a suitable arrangement has been made.

The use of soap-box cars, skate boards, roller skates, etc. on the Common Property is prohibited.

The motor vehicle of occupants shall be parked in allocated carports or allocated open parking bays and shall not be parked at any given time on any area marked with a yellow line, unless prior written consent has been granted by the Trustees.

Vehicles may not travel at speeds in excess of 20 km/h on any portion of the Common Property or in any exclusive use area.

All vehicles e.g.: motor boats, trailers and other similar vehicles shall not be parked on the Common Property without the prior written permission of the Trustees.

The Trustees may grant permission subject to such conditions as they in their absolute discretion may impose. Any permission granted by the Trustees is revocable by them at any time and in their absolute discretion.

Hooters shall not be sounded within the Common Property other than in emergencies.

Car alarms that are triggered must be attended to immediately.

Vehicles that are not in operation may not be parked or left abandoned in the allocated parking bays.

No person shall leave a motor vehicle idling and unattended on any part of the Common Property.

No owner or occupier of a section shall be permitted to drive a vehicle on the Common Property or in any exclusive use area without a valid driver's license.

No parking bay might be enclosed with any material whatsoever.

No articles may be stored in the parking area or individual carport

Carports are common areas and at no time can these be rented out by any owner to any non-resident for extra income

5. LAUNDRY

No owner or occupier of a section shall hang any washing or laundry or any other item/s (including rugs and or carpets) on any part of the Common Property, other than in designated areas , or so as to be visible from the outside of the building or from any other section. This action will result in an immediate fine being issued to the unit owners levy account without any prior warning

An owner or occupier of a section may not erect his own washing lines.

No owner or occupier of a section or any of their employees, or employees of the Body Corporate or agent representatives may tamper with, or remove any other person's laundry from the common area wash lines.

Neither the body corporate nor the agent representatives accept any responsibility or liability of whatsoever nature in respect of the use of washing lines in the drying areas on the common property.

6. 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 on a section so as to be visible from outside the section. (This also applies to security and "For Sale" signs).

Decorative house name boards and number signs are not permissible.

No person, other than a Trustee or a person authorised to do so by the Trustees, may move a notice board, notice, sign or marker erected, posted or placed in the Common Property area by the Body Corporate or other than as directed by the Council in terms of these regulations. No person may deface or otherwise interfere with that notice board, notice, sign or marker.

In the case of a property, "on show", signs and bunting may only be erected on the actual premises of the section. Information with regard to the premises on show may only be displayed for the duration of the show day and must be removed by the end of the day. "For sale" or "To Let" signs may be erected from 12h00 Friday until 10h00 Monday. All signs are to be placed flush with the boundary wall and may not be placed in flower beds or on the edge of the verge.

7. REFUSE DISPOSAL

Refuse to be removed must be placed in plastic bags and securely closed.

All tins and other containers must be completely drained.

An owner or occupier of a section may not place or cause to be placed any refuse that does not fit into a plastic bag directly into one of the receptacles in the refuse yard. All items of discarded furniture, vehicle parts and old appliances may not be placed in the refuse area. These items must be removed from the complex by the occupier.

An owner or occupier of a section must place or cause to be placed any refuse in a plastic bag directly into one of the receptacles in one of the refuse yards.

No objects or refuse of any nature may be thrown from balconies, patios, stoeps, windows, stairways or any other part of a section.

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 or any other litter whatsoever. Refuse areas are monitored by CCTV and any person found to be in contravention of these rules will receive an immediate fine without any warnings required.

Building waste, 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.

Cardboard cartons or packing material must be removed from the Common Property by the owner or occupier at their own expense and may not be disposed of in the refuse yard.

8. DISCHARGE TO SEWERAGE DISPOSAL SYSTEM

No person shall discharge or cause or permit the discharge into any sewerage disposal system of any sewage, industrial effluent or other liquid or substance which contains any material of whatsoever nature, including oil, grease, fat or detergents which may inhibit the unrestricted conveyance of sewage through the sewerage disposal system.

9. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not store any material, or permit or allow to be done, any dangerous act in the section or on the Common Property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

No person shall store, use or handle or permit or cause to be stored, used or handle any chemical substance on any part of the Common Property, exclusive use area or section.

10. FIREARMS

No firearms, pellet guns, paint ball guns, catapults or bows and arrows or any other missile may be discharged on or over the Common Property or in any section and or exclusive use area

No owner or occupier may bring a firearm into the scheme without first obtaining the written permission from the Trustees and permission will only be granted once the owner has provided the Trustees with a certified copy of the required gun licence/permit as required in terms of the Firearms Control Act, No. 60 of 2000 or any amendment thereof. The Trustees reserve the right to revoke any permission granted should the owner violate any of the rules as stated herein or any law or by-law.

11. FIRE FIGHTING EQUIPMENT

No person shall cause or permit Fire Fighting Equipment on any Premises to be dismantled, recharged, disconnected, serviced or repaired or sold or any new, serviced or repaired equipment to be installed housed or placed on any Premises except by or under the control and supervision of a holder of a certificate of competence issued by the relevant authority.

It is a criminal offence to use fire hoses for washing vehicles, watering plants, etc. Fire hoses, fire hydrants and fire extinguishers may not be tampered with and may only be used to extinguish fires

12. NOISE

No owner or occupier may make, produce or cause a disturbing noise, or allow it to be made, produced or caused by any person, animal, machine, device or apparatus or any combination thereof. The provisions and regulations under noise control in the Environment Conservation Act, No. 73 of 1989 and any amendment thereof must be strictly adhered to.

Reasonable quiet must be maintained at all times, especially on weekends. Silence is to be maintained between the hours of 10pm and 7am.

An owner or occupier of a section shall not:

Emit a sound, or allow a sound to be emitted, by means of a bell, siren, hooter, static alarm, whistle, loudspeaker or similar device, if it may cause a noise nuisance;

Drive a vehicle on the Common Property in such manner that it may cause a noise nuisance;

Discharge fireworks;

Allow an animal owned or controlled by him/her to cause a noise nuisance;

Operate or play or allow to be operated or played, a radio, television set, drum, musical instrument, sound amplifier, loudspeaker system or similar device producing, reproducing or amplifying sound so as to cause a noise nuisance;

Cause or permit any disorderly conduct of whatsoever nature either in his section, exclusive use area and / or the Common Property;

operate or test a vehicle, on the Common Property and or exclusive use area if it may cause a noise nuisance;

Mechanical maintenance work, including the use of power-saws, lawn mowers and similar tools, is permitted only between the following hours: Mon-Fri 08h00 – 17h00; Sat 09h00 – 14h00.

Where noise limits have been exceeded and for the breach to be an offence, an affected person must make a complaint to the Trustees and or the Managing Agent in writing. The Trustees shall act on the complaint and take action against the violator in accordance with the provisions of these rules and any other law in force. No complaints of this nature will be taken up unless a written complaint is received, clearly setting out the nature of disturbance, the approximate time, the unit number of the offender and date of the offence or offences.

13. GARDENS

No plant or flower may be picked from nor any damage caused to the garden areas on the Common Property and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way. Any owner in contravention will be liable for all costs to replace the damaged areas.

No person may place, store or dump any garden refuse or allow any person to do so, on any road, verge, public or private open space or Common Property.

Residents may not plant anything on the Common Property without the prior written consent of the trustees

All gardening will be done on the instructions of the Trustees.

No person shall interfere with the natural fauna and flora, including the koi in the pond on the premises. All persons shall respect and enjoy this area and not allow children or pets to affect the harmony of the natural fauna and flora in this area.

14. EXCLUSIVE USE AREAS

Owners with access to exclusive use areas are responsible for the maintenance of these areas.

This includes the patios which are registered as common use areas.

If an owner:

- (a) Fails to repair or maintain his section in a state of good repair as required by section 13 of the Sectional Titles Schemes Management Act 2011; or
- (b) Fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment, and any such failure persists for a period of thirty days

after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

- (c) The owner or tenant may at their discretion utilise contractors of their choice for any internal repairs.
- (d) DSTV Upgrades – the complex is cabled for normal DSTV – should an owner request and receive authorisation for any upgrade, the cost of the multi-switch will be covered by the BC and will remain the property of the BC. The cost of the additional cabling and call out fee will be for the occupants / owners cost.

15. SUPERVISION OF CHILDREN

Owners and or occupiers must supervise their children and the children of their visitors so that no damage or nuisance is caused to the property of other owners or occupiers and Common Property. In particular, children may not inter alia interfere with the plants, decorations, house numbers, fire hoses and fire hose reels, exterior lighting, pool gate, pool equipment, and shall not enter an unoccupied unit, climb onto any roof of units, or complex perimeter walls or pool or pond perimeter walls.

No hobbies or other activities may be conducted on the Common Property, exclusive use area or section if it would cause a nuisance to the other owners.

Children are not permitted to play up and down the driveways on the Common Property or play ball games in and around the Common Property other than in designated play areas or outside their own section.

Children are not permitted to play unsupervised by an adult in the pool and pond areas.

Children are subject to the management and conduct rules in the same way as adults.

16. PETS

An owner or occupier of a section shall not, unless the trustees have granted prior written consent, keep any small animal, reptile or bird in any circumstances in a section or on common property.

Any owner or occupier who wishes to keep any small animal as defined herein must make written application to the trustees prior to such animal being acquired.

Any owner or occupier must ensure that their animals as defined herein are not a disturbance to other owners or occupiers. On the receipt of 2 (two) written complaints, the trustees shall have the right to revoke such consent and request the owner to remove such animal from the complex.

Animals shall not be permitted in or around any part of the swimming pool or pond area unless on a leash.

No dogs shall roam the Common Property of the complex or properties of other owners, residents or tenants.

Owners shall accompany all dogs when out on Common Property. All dogs must be on a leash when on the Common Property.

The owner of any pet shall immediately remove any excrement deposited by such a pet in a public area as well as in the common area garden around their unit even in the event that they have been permitted by the trustees in writing to erect a fence.

Every pet shall 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 fine the owner whose pet is found without a tag.

All animals are to be registered with the trustees and the proof of vaccinations and sterilization are to be provided to the Trustees. Vaccinations have to be done every twelve months, proof of vaccinations to be forwarded to the Trustees.

The Trustees may prescribe any other conditions, as they deem necessary from time to time, for the keeping of any animals.

A maximum of 2 (two) pets per unit is permitted. Dogs are restricted to garden units only, and excludes large medium breeds. A permission request needs to be submitted to the trustees before any pet is housed, approval will be at the trustee's discretion.

17. EMPLOYEES AND DOMESTIC STAFF

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. The employee is answerable to the Trustees and or Building Manager/Caretaker, from whom all instructions should emanate unless an emergency should indicate otherwise. Should an owner or occupier have a complaint about any member of staff employed by the Body Corporate, the complaint is to be in writing and handed to the Estate Manager, clearly setting out the nature of the complaint.

An owner or occupier of a section shall:

Register their domestic worker with the Estate Manager, prior to being engaged and should the contract between the employer and employee be terminated for whatsoever reason, it will be the responsibility of the owner or occupier to inform the Estate Manager and or Managing Agent in writing thereof.

Domestic help may not be issued with a remote and/or pedestrian gate key by any owner or occupier to access the complex. Registered domestic staff will be signed in daily by the security staff on site.

Be responsible for the activities and conduct of his domestic help and shall ensure that they understand and follow the rules, national legislation or local authority by-law which may affect the scheme;

Ensure that the domestic help does not loiter on the Common Property or cause undue noise within the owner's section and or exclusive use area.

Any owner/occupier whose domestic help consistently fails to abide by the rules may be required to remove such domestic help from the property if so instructed by the Trustees;

No hawkers are allowed on the Common Property.

All domestic staff shall be subject to such access control as may be imposed by the Trustees and are to strictly adhere to all security measures taken by the Body Corporate to ensure the safety of all its residents.

18. ACTIVITIES AND CONDUCT ON THE COMMON PROPERTY

All residents are requested to assist the Trustees in keeping the Common Property areas neat and tidy at all times.

Owners are responsible for the orderly conduct of their guests, staff and any occupier of a section and it shall be their duty to ensure that their section is not used, or allow it to be used, for any purpose, which is injurious to the reputation of the complex, or is in contravention of the town planning scheme governing the property.

No stones, or other solid objects, may be thrown on the Common Property.

No owner, tenant or visitors to the unit shall:

Use obscene, offensive or indecent language on Common Property;

Behave in an offensive, improper or disorderly manner or be seen consuming alcohol in the carports or roadways.

Wilfully or negligently do anything which may cause discomfort or inconvenience to other users of the Common Property area or is likely to disturb the peace, or obstruct or interfere with employees of the Body Corporate in the proper execution of his or her duties.

A person who interferes with, misuses or damages a building, structure or amenity on any part of the Common Property, or who disregards, or in contravention of directions as to the use of which those amenities may be put, fails to observe the terms of notices affixed to a building, a structure or an amenity by the Body Corporate or hinders an authorized person in maintaining that building, structure or amenity in the Common Property area is guilty of an offence.

Should any damage whatsoever be caused to the Common Property by an owner, occupant, and/or any member of his family, and/or any of his visitors, and/or employees, their children or visitors, and/or other invitee of such occupant, or should any such person cause the Body Corporate to suffer any loss or incur any liability to property, the owner shall forthwith reimburse the Body Corporate in full in respect of such loss or expense. Should the owner fail to repair such damage forthwith, the Trustees may cause such damage to be repaired and such owner shall reimburse the Body Corporate in full forthwith in respect of all costs and expenses arising out of or in connection therewith.

The washing of vehicles in the complex is restricted to the vehicle wash bay area only. Washing of vehicles in carports or on common area is not permitted. The use of the fire hose reels for washing of vehicles is strictly prohibited.

19. POOL & POND AREA

The pool and the pond area are used strictly at the user's risk and no liability of whatsoever nature will be accepted by the Body Corporate.

Children under twelve years of age may not be left unattended in the pool area or in the pond area and must be supervised by an adult at all times.

The use and enjoyment of the pool and the pool area is restricted to residents only, except when the clubhouse and pool area has been booked for a private function.

The owner or occupier of a section who has entered or used the swimming pool area or the pond area shall be responsible for ensuring that the pool and surrounding area or the pond area is left in a clean and tidy condition on leaving the area.

The owner or occupier of any section who enters, uses, or leaves the swimming pool and pond area shall at all times keep the gate to the area securely latched.

No shouting, screaming or other activity, behaviour or noise which can be offensive or a nuisance to the owners or occupiers of any section or to the general public is permitted in the pond area, the swimming pool or surrounding area.

No owner or occupier of a section shall interfere with or cause to be interfered with or damage or cause or permit to be damaged or remove or cause to be removed any equipment or facilities in the pool or the surrounding area.

The use of inflatable equipment in the swimming pool area is strictly prohibited.

No nude swimming or nude sunbathing is permitted in the swimming pool area.

No irresponsible behaviour or behaviour which can in any way endanger any person using the swimming pool is permitted.

Glass containers and breakable objects are restricted to the clubhouse and patio area and are not permitted in the swimming pool or pool area.

No alcohol consumption is permissible in the swimming pool area. Alcohol may only be consumed inside the clubhouse or patio area.

Private parties may only be held in the swimming pool area with prior written consent from the Trustees or estate manager. A separate set of rules will apply to all booked functions and will be enforced at all times.

20. TENANTS AND VISITORS

The owner undertakes to attach a copy of these "Conduct Rules" to any lease concluded in respect of his section. The owner further undertakes that all lease/s of his unit/s shall contain a clause to the following effect:

The lessee acknowledges having received from the lessor a copy of the "Conduct Rules" for this Body Corporate. The lessee hereby agrees and undertakes to be bound thereby and to comply therewith in all respects".

Owners or their letting agents shall submit a completed movement control form to the estate manager advising details of the person moving into or out of the complex. These forms are to be submitted no later than 48 hours prior to the move taking place. Owners who let their units to tenants must ensure that their Tenants are introduced to an appointed Trustee or the Estate Manager.

The owner or letting agent shall ensure that all remote controls are collected from the outgoing tenant.

The owner or their letting agents shall ensure that the tenant is notified that their removal trucks may not exceed a maximum of 3.5 ton, failing which trolleys or a shuttle van will be required.

Occupants are responsible for the conduct of their children and invitees, including their guests. Occupants shall ensure that all such persons comply with the provisions of these rules.

The number of visitors, at any point in time, is restricted to 20 per unit. All visitors to a unit will be announced via the intercom system. The occupant shall agree to accept their visitors by pressing "9" on their phone thereby opening the gate for their visitor. An exit code will be sent to the phone via sms and this number is to be given to the visitor on exiting the complex, the code is to be entered into the exit key pad to open the gate. Failure to provide a visitor with this exit code will result in a delay until the exiting guest has been verified with the occupant

21. BUSINESS ACTIVITIES

No business, profession or trade may be conducted on the Common Property or in any section or unit.

No auction or jumble sale may be held on the Common Property or in a unit without prior written permission from the Trustees.

No advertisement or publicity material may be exhibited or distributed on the Common Property.

22. EXTERNAL / INTERNAL ADDITIONS, ALTERATIONS OR MAINTENANCE

All exterior walls and roofs are considered Common Property.

No extension, alterations or improvements to the exterior of any unit, including awnings shall be affixed or made unless the Trustees have been given full particulars thereof including plans, approved by the Municipality if necessary, have countersigned such plans, and have given permission in writing thereto. If such written permission is granted, it shall pertain only to the plans submitted to the Trustees for approval and no variation thereof may be effected unless the occupant shall have complied with the foregoing in respect of such variations. Any application for permission to carry out such work shall be submitted to the Trustees in writing and shall state the date of commencement and completion of such work. All alterations and extensions to be in accordance with section 24 of the Sectional Titles Act.

With respect to alterations or improvements to the interior of any unit, no structural alterations to the water connections, electric conduits or plumbing may be effected, unless written permission to do so has been obtained from the Trustees.

All security gates and burglar proofing affixed to any part of a section must comply with the following:

- (a) Security gates and burglar bars are permitted subject to the approved specifications. The approved design is Standard or Value Door by Trellidor. The specified colour is brown.
- (b) May not be removed when moving as it forms part and parcel of the property.

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. The trustees may appoint their own expert at the cost of the owner of the unit to review the plans and confirm that the structural integrity of the building will not be compromised

Owners must ensure that an agreement in terms of Section 37(2) of the Occupational Health & Safety Act, Act No. 85 of 1993 is in place with a contractor employed, prior to commencement of any work.

23. APPEARANCE FROM OUTSIDE

The owner or occupier of a section used for residential purposes may not place or do anything on any part of the Common Property, including balconies, patios, stoeps and gardens that, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section

The owner or occupier of a section used for residential purposes may not place or do anything inside any window of the section so as to be visible from outside the section, which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

The owner or occupier shall not place or store any boxes, tyres, gym equipment, cupboards etc. on their patios. Only patio furniture or pot plants are permitted in these areas.

24. ERADICATION OF PESTS

An owner must keep his section free of white ants, borer and other wood destroying insects and to this end must 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 cost 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 must be borne by the owner of the section concerned.

25. SECURITY

No owner or occupier of a section may do anything which might compromise the security of the complex for example leaving an external gate open or sharing remote controls or access codes with friends, family or domestic workers.

Owners or occupiers of a section must co-operate in terms of any security measures which is put in place, for example ensuring that all occupants using the vehicle gates are in possession of a remote control to open the gate. If an occupant is not in possession of a gate remote control then he will be required to submit to the same security measures as is required of any visitor to Abbington.

26. FINES

All breaches in conduct rules must be submitted to the Trustees, in writing, describing the nature of the offence, the date and approximate time of the offence, the unit of the owner or occupier that is in breach of the conduct rules and the unit number and name of the person that is lodging the complaint.

The details of the complainant will be kept confidential.

The Trustees will then take it upon themselves to investigate the validity of the complaint. This investigation will not be necessary if a similar complaint was obtained regarding the same offence from another unit.

Upon validation of complaint, the Trustees will request the Estate Manager / Managing Agent to send a warning letter to the owner of the unit. A copy of this letter will be physically delivered to the unit under consideration. Warning letters can only be issued within 7 days of the offence.

A fine of up to R 750.00 will be applied to any unit that does not comply with the abovementioned warning and remedy the situation within 7 days of receiving such a warning.

Repeated offences within a 3-month period will be subject to an immediate fine without a preceding warning letter.

Where the owner is held responsible for damage to the common property, they may be held liable for the cost of repairs as well as a fine being imposed.

Fines relating to the same or similar offences may be liable to an increased fine of up to R1500.00

Fines will be reflected on the monthly levy statement of the unit under consideration.

The Trustees shall have the right to increase the amount of the fines, which will be reviewed annually at the Annual General Meeting.

The Trustees shall have the right to take any action deemed fit to prevent any infringement of these rules.

27. LEVIES AND AMOUNTS PAYABLE TO THE BODY CORPORATE

All levies and/or any other amounts payable to the body corporate are due and payable monthly in advance on the 1st day of each and every month.

Any monies outstanding by an owner as from the 7th day of each month shall bear interest at a rate of 2% (two percent) per month as per the tariff specified by the National Credit Act No. 34 of 2005 and will be adjusted should this Act be amended at any stage. It is recorded that compound interest will be charged on overdue accounts.

The owner shall be responsible for any legal costs on an attorney/client scale or collection commission expended by the Body Corporate in connection with the collection of arrear levies.

28. SUNDRY PROVISIONS

Without in any way derogating from the generality of the foregoing rules and in

Addition thereto;

Any complaints regarding the breach of "Conduct Rules" must be addressed to the Trustees / Estate Manager in writing.

29. INDEMNITY

The Body Corporate is indemnified against all claims arising as a result of the reasonable exercise of any rights granted in terms of these regulations.

The Body Corporate/Trustees and Body Corporate staff shall not be liable for any injury or loss or damage of any description which an owner or occupier of a section or any owner of his family, or his staff, or friend, acquaintance, visitor or guest may sustain, physically or to his or their property, directly or indirectly, in or about the Common Property, its amenities or in the individual units by reason of any defect in the Common Property, its amenities or in the individual units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.

30. DETERMINATION OF DISPUTES BY ARBITRATION

The Community Schemes Ombud Services Act 2011(CSOSA) makes provision for dispute resolution where the dispute cannot be resolved within the internal processes or the owner is not satisfied with the decision of the trustees. Thus the matters cannot be automatically taken to private arbitration as that unlawfully excludes the jurisdiction of the CSOS