



CERTIFICATE

SECTIONAL TITLE SCHEMES MANAGEMENT ACT, 2011 (ACT 8 OF 2011)
CERTIFICATE IN TERMS OF SECTION 10 (5) (c)

Scheme Registration Number: REG/16/GP/001828

1. I, the undersigned, Boyce Mkhize, 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 8 of 2011), hereby certify that: -
2. At a meeting held on the 06th of December 2022, 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:

MATROOSBERG BC

DS



Approved and dated at_
Centurion on the 07th day of
February 2023

Adv. Boyce Mkhize
Chief Ombud

MATROOSBERG BODY CORPORATE

SS NO. 870/2003

CONDUCT RULES

Rules established for the Body Corporate of Matroosberg in terms of Section 10 of the Sectional Titles Schemes Management Act, hereinafter referred to as "the Act".

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1. PREAMBLE

- 1.1** The purpose of these Conduct Rules is to permit the occupiers/owners to have full enjoyment of their units and of the common property, as defined and dealt with in the act, without interfering with the rights of the other owners/occupiers, to contribute towards the efficient management of the complex and the protection of the collective interest.
- 1.2** These rules may be added to, amended or repealed by Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the Chief Ombud has issued a certificate accepting any addition, amendment or revocation in terms of section 10 (5) of the Sectional Title Schemes Management Act hereinafter referred to as the "Act".
- 1.3** In terms of section 7 of the Act, all functions and powers of the Body Corporate are performed by the Trustees subject to any restriction imposed or direction given at a General Meeting of owners of sections.
- 1.4** The reference to Body Corporate/Trustees in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instruction of the Trustees.
- 1.5** In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate or sub-committees to assist them.
- 1.6** All the rules shall apply *ipso facto* to occupiers and all persons including the Trustees who have obtained the right of occupancy of a section in whatever manner, and no agreement with such occupiers that is contrary to this stipulation shall be binding.
- 1.7** Owners wishing to sell their unit/s must provide a copy of the Conduct Rules to the Estate Agents and/or the prospective Purchaser and ensure that a copy of these Rules shall be included as an Annexure to the Deed of Sale.
- 1.8** All areas outside the perimeters of a section are classed common property except those that are allocated for the exclusive use of the resident.

2. INTERPRETATION

- 2.1** "Act" means the Sectional Title Schemes Management Act (Act 9 of 2011) and any Regulation made and in force there under.
- 2.2** "Common property" means all areas outside the perimeters of a section, except those that are for the exclusive use of the owner.
- 2.3** "Complex" refers to the land comprising the sections, buildings and common property areas.
- 2.4** "Occupants" also means owners, tenants, their guests, visitors, as well as their contractors and employees.
- 2.5** "PMR" refers to the Prescribed Management Rules, Annexure 1 of the Regulations under the Act, alternatively to the Managing Rules of the Body Corporate, if amended.
- 2.6** "CSOS" refers to the Community Schemes Ombud Service
- 2.7** "Council" refers to the Council of the City of Tshwane

- 2.8** "Trustees" refer to the elected Trustees who collectively form the Trustee committee.
- 2.9** Words and expressions used shall bear the meaning assigned to them in the Act.
- 2.10** Words purporting the singular shall also include the plural and the converse shall also apply.
- 2.11** Words purporting to the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
- 2.12** The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

3. NON ADHERANCE AND NON-COMPLIANCE TO THE CONDUCT RULE

- 3.1** The Trustees shall be entitled and empowered, and after due notice to impose a disciplinary fee on an owner or occupant for any transgressions of these rules and for the purposes thereof impose a disciplinary fee at the sole discretion of the Trustees to a minimum of R500.00 and the maximum not being greater than one month's levies.

Due notice:

- First complaint - first written warning
- Second complaint - second written warning including disciplinary fee
- Third complaint - third written warning – including a disciplinary fee
- Fourth complaint – further action will be taken by either referring the matter to CSOS or by approaching a legal representative for assistance with legal action.

4. DOMICILIUM CITANDI ET EXECUTANDI (SERVICE ADDRESS) AND REGISTER OF OWNERS

- 4.1** In terms of PMR 4, the service address for any legal process or delivery of any other document to a member is the address of the section registered in that members name; provided that a member is entitled by written notice to the body corporate to change that address for purposes of receiving meeting notices as contemplated in subsections 6(3)(c) and 6(4) of the Act to another physical address, postal address or fax in the Republic of South Africa or to an email address, and that the change in the service address of the member is effective when the Body Corporate receives notice of such a change.
- 4.2** An owner must notify the trustees forthwith of any change of ownership or change of occupant of his section in order to maintain a proper record of registered owners.
- 4.3** A record of registered mortgagees will be maintained of all mortgages of whom the body corporate has been notified in writing.
- 4.4** The *domicilium citandi et executandi* (service address) of the body corporate shall be the address of the managing agent appointed from time to time.
- 4.5** Where an owner has access to electronic mail and/or a fax number, all notices and communications shall be sent to such fax number or electronic mail address, and it shall be the duty of the owner to notify the trustees of any suspension and/or change in respect of such service.

5. SUPPLY OF OCCUPIERS PARTICULARS BY NON-RESIDENT OWNER

- 5.1** Owners must supply full particulars of occupiers of their sections and estate agents involved (if any) and any changes as they take place, to the Trustees before such occupiers take occupation. This is essential not only for good order and security, but also to identify who is entitled to be on the premises.
- 5.2** Such owners shall fully and clearly instruct their agents as to the occupiers' obligations with respect to these Rules.

6. OCCUPIERS AND VISITORS

- 6.1** An owner who lets a unit/s must ensure that the occupier has a copy of the Conduct Rules.
- 6.2** All occupiers of sections and other persons granted rights of occupancy by any owners of the relevant section 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.
- 6.3** Occupants are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of and understand these Conduct Rules.

7. NUMBER OF PERSONS RESIDING IN EACH UNIT

- 7.1** A maximum of two (2) persons per bedroom may reside permanently in a section at any time. Bedrooms are indicated as such on the unit's plan and any other room will not be used as a bedroom.
- 7.2** Should this maximum be exceeded, it will cause additional use of common property amenities and increased expenditure with reference to the consumption of water, sewerage, refuse and increased use of other common property equipment and amenities such as lifts, gates, etc. Increased occupancy may result in insufficient parking areas and even damages to the common property systems. If the maximum number of occupants are exceeded and pending any action by the Trustees, the Trustees shall be entitled to levy an additional contribution upon the owner in respect of each additional occupant at the rate to be determined by the trustees from time to time and to be ratified and/or amended by the members in general meeting.
- 7.3** No person(s) may reside inside or sleep in a garage.

8. CHILDREN

- 8.1** Children of owners/residents and visitors shall be controlled and supervised in order to avoid damage to the common property and inconvenience and distress to other owners/residents.
- 8.2** Owners/residents must ensure that their children do not tamper with electrical switches, taps, name plates, trees, plants, adornments and any other apparatus and fittings including garden items.
- 8.3** Children must be supervised at all times when playing on common property.
- 8.4** Ball games shall not be permitted on the common property.
- 8.5** Children are not allowed to play near or around motor vehicles parked on the common property.

- 8.6 Skating or the use of skateboards and similar items on the common property is strictly prohibited.
- 8.7 No BB guns, catapults (ketties) pellet guns or any other dangerous objects that may be harmful to anybody are allowed to be used in the scheme.
- 8.8 Children are not allowed to climb or play on any roof, transformer or boundary walls.
- 8.9 When playing on the Common Property, children may not damage the plants, shrubs, lawns, flowers or flower beds.
- 8.10 The Body Corporate will not be responsible for any injury sustained by a child or children disobeying the Conduct Rules.

9. DOMESTICS AND LABOURERS

- 9.1 Residents shall be responsible for and ensure their domestic employees & labourers are aware of and comply with rules of the scheme.
- 9.2 Residents must ensure that trustees have a copy of all domestic employee's & labourers identification documents in order for the employees to be added to the security system and granted access.
- 9.3 Residents will be required to notify trustees when a domestic worker or labourer has left their service.
- 9.4 Domestics & labourers may not be given permission to sleep overnight on balconies, patios, porches or on any part of the common property. Domestic employees & labourers staying the night must be housed in the section.

10. EMPLOYEES AND HAWKERS

- 10.1 The employees, if any, or contractors of the body corporate shall not be interfered with. They receive orders from the trustees or the caretaker only.
- 10.2 No hawkers, salespersons or persons canvassing for any purposes shall be allowed on the common property.

11. PETS

- 11.1 The owner or occupier of a section must not, **without the consent in writing of the trustees**, which will not be unreasonably withheld, keep an animal, reptile or bird in a section or in on the common property. Written notification "**Addendum A**" is to be used for this purpose
- 11.2 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog will be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.
- 11.3 When granting such approval, the following conditions will be considered and prescribed:
 - (a) All animals kept on the premises must be registered with the trustees.
 - (b) Only small to medium dogs per unit will be permitted (**not bigger than a Spaniel and no power breeds**)

- (c) Maximum of two (2) pets per unit.
- (d) No poultry, pigeons, aviaries, reptiles, wild animals or livestock may be kept within the complex.
- (e) All cats are to be neutered/sterilized and a copy of the certificate to be forwarded to the Trustees.
- (f) Pets are not permitted to roam the common property or the streets of the Estate without the owners' supervision.
- (g) Owners of animals must ensure that such animal remains on his premises and does not hinder neighbours.
- (h) When selecting an animal as a pet, care should be taken for the pet's needs, i.e., area required for size of pet, the age of the pet, etc.
- (i) Should complaints be received regarding your pet's needs not being taken into consideration, the Trustees may withdraw approval to keep the pet(s).
- (j) Pets must wear identification tags that reflect the unit number as well as the telephone number of the owner.
- (k) Noisy pets will not be tolerated.
- (l) Owners of pets may not go away and leave their pets unattended for long periods of time (overnight); pets left alone create a nuisance in the absence of the owners, the necessary arrangements such as housesitting or kennelling must be made for pets when you intend being away.
- (m) Pets are not allowed on the common property unless carried, if small, or on a leash.
- (n) Owners of pets are responsible for the removal of excrement or other refuse relating to the pet left on the common property or in private gardens on a daily basis. Such matter must be placed in a sealed plastic bag and deposited into the refuse bins provided.
- (o) All female dogs/cats must be sterilized, no breeding of pets is allowed.
- (p) Owners are liable to pay for any damages caused by their pets.
- (q) The pet may not be replaced with another when it passes away. A new application must be submitted for a new pet.
- (r) No pet may hurt any person. The owner of the pet will be held responsible for any costs.
- (s) Pet permission is not transferable to an additional or alternative / following pet.
- (t) Strict action will be taken against residents in the event of any breach of any condition prescribed in terms of rule 3, which may include the removal of the offending animal by the SPCA, the owner be fined, the trustees withdrawing any approval, legal action or all of the mentioned actions.

11.4 In the event of breach of any conditions prescribed in sub-rule 11.3 the actions described in rule 3 will be taken.

11.5 The slaughtering of animals for religious and cultural purposes only shall be permitted within the confines of a section of the owner's property (and not under any circumstances on the common property), subject to the following conditions:

11.5.1 At least two (2) weeks written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the trustees for approval, specifying:

- (a) The date and time of the proposed slaughtering
- (b) The type of animal to be slaughtered
- (c) The name and qualification of the person registered by the relevant authority to perform the religious or cultural slaughtering
- (d) Confirmation that the animal will be brought onto the premises immediately prior to the ritual or cultural slaughtering, and that all remains of the animal will be removed immediately from the premises after the act of ritual or cultural slaughtering.

11.5.2 A notice from the local authority shall accompany the above notice confirming that all by-laws with regards to the ritual or cultural slaughtering have been/will be complied with:

- (a) A certificate from the Society for the Prevention of Cruelty to Animals (SPCA) shall accompany the above notice confirming that an OFFICIAL from the SPCA will be PRESENT at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter.
- (b) Notice shall also be given to all adjacent units of the date and time of the proposed slaughter and proof of the receipt of such notice by the owner/tenant responsible for unit shall be timeously submitted to the trustees.
- (c) The area where the slaughter will take place must be screened with canvas to ensure that the slaughtering is not visible to the members or the public.
- (d) Failure to comply with the requirements set out above shall entitle the Body Corporate to prevent the act of ritual or cultural slaughtering from taking place on the premises or penalising the owner with a disciplinary fee, to be determined by the Body Corporate.

12. LAUNDRY

- 12.1** An occupant of a section shall not, without the prior written consent of the Trustees erect washing lines additional to the washing lines installed as part of the original sale of the unit, nor hang washing or laundry or any other items in a section or exclusive use area allocated or on any part of the buildings or common property so as to be visible from another section or the common property or from outside the scheme.
- 12.2** No washing may be hung over the railings of balconies or over boundary walls.
- 12.3** Washing is hung out at own risk.
- 12.4** Carpets and rugs shall not be shaken, dusted or brushed outside of the section's garden nor be hung over boundary walls.

13. REFUSE DISPOSAL

- 13.1** An owner or resident of a section shall maintain in a hygienic and dry condition, a receptacle for refuse within his section or on such part of the common property as may be authorised by the trustees in writing.
- 13.2** Household refuse may only be placed in refuse bins after it has been placed inside a plastic bag and tied securely to prevent refuse from coming loose within the refuse bin. No loose refuse may be deposited in the refuse bins. In the case of tins and other containers these must be completely drained, and that glass or other items not suitable for the compactor are separated.
- 13.3** An owner or resident of a section shall for the purpose of having the refuse collected, place such refuse bags in the refuse bins provided within the area designated by the trustees.
- 13.4** No refuse, whether in bags or not, may be left on the common property or anywhere outside of a unit at any time
- 13.5** Other refuse to be disposed of, such as polystyrene or cardboard boxes, must be cut or broken into smaller pieces before placing it inside the refuse bins. Such items may not be placed on top of, or next to, the refuse bins provided.
- 13.6** Littering on the common property is strictly prohibited.

- 13.7** No kitchen refuse, food waste, fats or waste of any other kind may be washed down the drainpipes. Occupants shall be responsible for clearing blocked drains in their sections at their cost.
- 13.8** Garden refuse may not be placed in the refuse bins. In the event of such refuse having to be removed, arrangements for its removal need to be made by the owner or occupant with the contractor responsible for garden services.
- 13.9** Owners/residents shall ensure that contractors attending to maintenance or improvements to their units on their behalf do not litter on the common property.
- 13.10** An owner or resident 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.

14. MOTOR VEHICLES AND PARKING

- 14.1** No owner or occupier of a section may except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a demarcated visitors parking bay. The consent referred to above must state the period for which it is given.
- 14.2** No occupant shall park his/her vehicle anywhere else than the demarcated parking bays or permit his/her visitors' vehicles to be parked anywhere else than the demarcated parking bays. No vehicle may be parked so as to obstruct access to any fire hydrant or fire extinguisher on the common property.
- 14.3** Occupants are to park their vehicles in their garages due to limited visitors parking. Garages may not be used for storage or any other purpose which may result that it can no longer be utilised for the parking of vehicles.
- 14.4** All vehicles entering onto common property shall be driven and/or parked at the driver's own sole risk and responsibility.
- No liability of any nature whatsoever shall be attached to the Body Corporate, its members, trustees, agents, contractors, workman, servants, invitees, employees or the like for any loss, cost, damage or expenses that may be sustained in respect of such vehicle.
- 14.5** Occupants of units shall ensure that their vehicles and the vehicles of their visitors do not drip oil, brake fluid etc. on the common property or in any other way deface the common property.
- 14.6** Occupants shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property.
- 14.7** No motor wrecks may be kept anywhere on the common property or on the sidewalk of the Complex.
- 14.8** Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.
- 14.9** Parking of vehicles in entrances to the common property or in areas giving access to garages and causing obstruction by doing so is strictly forbidden.

- 14.10** When vehicles are washed it may be parked on common property to cause the least possible disruption to other residents and removed immediately after it is washed. This process may not exceed two hours.
- 14.11** For the safety of all residents, their visitors, children and pets, an owner, occupier, visitor, or contractor must drive a motor vehicle at a reasonable speed on the common property roadways. A reasonable speed would be considered to be in the region of 15 km/h.
- 14.12** No vehicle shall be driven on the common property without a valid driver's license for that vehicle.
- 14.13** Vehicles must be driven as quietly as possible on the common property. Car radios must not be heard outside of the vehicle when driving through the complex.
- 14.14** Motor/motorcycles or any other vehicles' hooters or other audible warning device (excluding burglar alarms) may not be used on the common property unless it is an emergency. Vehicle systems must be set not to sound a hooter or alarm when locking or unlocking the vehicle.
- 14.15** No vehicle shall be allowed to be driven on the common property in any manner that may be dangerous to either the driver or to anyone else or to any property.
- 14.16** Garages shall be kept neat and tidy and may not be used as a storage facility, barring the parking of the vehicle in the garage.
- 14.17** Should occupants have more than two (2) vehicles, additional vehicles may only be parked in demarcated parking bays and only after written permission has been obtained from the trustees. Trustees may revoke the approval based on current circumstances and/or if any rules have been broken. Application form to be requested from the Managing Agent.
- 14.18** When receiving visitors, please ensure that they do not in any way block entry to parking bays, garages, entrances or thoroughfares. Non-compliance will result in a disciplinary fee as per rule 3 being charged. Only demarcated visitors' parking bays may be utilised.
- 14.19** No caravans, trailers, or boats will be allowed to be parked on the common property without written permission from the Trustees.
- 14.20** Garages are to be used for their intended purpose and not for any hobbies or manufacturing that may cause an inconvenience to other occupiers.
- 14.21** Visitors' parking is on a first come first serve basis.

15. BICYCLES, MOTORCYCLES ETC

- 15.1** Bicycles, motorcycles, tricycles, roller skates, skateboards, caravans, trailers and boats may not be left anywhere on the common property.
- 15.2** Bicycles, motorcycles, tricycles etc, may only be used for moving from point A to point B and not for fun / play activities.

16. NUISANCE AND NOISE

- 16.1** The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

- 16.2** The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
- 16.3** The owner or occupier of a section must take reasonable steps to ensure that the owner's or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 16.4** Reasonable silence must be maintained:
- From 22:00 to 07:00 on Mondays to Thursdays & Public Holidays
 - From 24:00 to 07:00 on Fridays
 - From 24:00 to 07:00 on Saturday
 - From 22:00 to 08:00 on Sundays
- 16.5** An owner/occupier who does maintenance and/or repairs to his unit involving power tools will not be allowed to do so during the following times:
- From 20:00 to 08:00 on weekdays
 - From 19:00 on Saturdays until 08:00 on Mondays
- 16.6** Radios, car radios, TV sets, musical instruments, Hi Fi, any device must be used in such a manner as not to disturb other occupants or the public.
- 16.7** Any gathering held in the complex should be contained within the unit and the garden of that unit at all times. You are to notify your surrounding neighbours 7 days in advance of any social gathering that could cause an inconvenience to them.
- 16.8** Due to limited parking in the Scheme a maximum of 6 additional vehicles can be accommodated for gatherings as per point 16.7. Should more vehicles be attending written approval from trustees must be obtained.
- 16.9** Procession and or detonation of fireworks or crackers are strictly prohibited within the complex.

17. GENERATORS

- No generator may be connected to the electricity supply of a unit, or any part of a unit unless it is done through an approved change-over switch installed by a qualified electrician. An ELECTRICAL CERTIFICATE OF COMPLIANCE (COC) to be issued and presented to the Managing Agent for such an installation.
- Only silent type generators to be used.
- Due to noise and smoke, no diesel generators may be used.
- Generators must be in a good working condition at all times. No excessive smoking or leaking of oil and or fuel.
- Generators may only be run between 06:00 to 22:00 during weekdays and Saturdays, and between 08:00 and 22:00 on Sundays.
- No generators to be run from 22:00 till 06:00.
- Generators to be run from garage side of the unit in order to keep noise away from bedroom of adjacent units.
- No generator may be kept or run outside the parameters of a unit to whom it belongs.

18. BUSINESS AND OTHER ACTIVITIES

- 18.1** No business, profession or trade may be conducted on the common property and in or from any section without consent in writing from the trustees.
- 18.2** No auctions or jumble sales may be held on the common property or in any section without the prior written permission of the trustees.
- 18.3** Hobbies causing a disturbance of the peace, or a nuisance are prohibited.
- 18.4** No advertisements or publicity material may be exhibited or distributed on the premises.

19. COMMON PROPERTY EQUIPMENT

- 19.1** Under no circumstances will tampering with any equipment on the common property be allowed.
- 19.2** Fire hoses may only be used for its intended purpose in case of fire or emergency situations.
- 19.3** Firefighting equipment may under no circumstances be used for any purpose other than that for which it is intended. Failure of the firefighting equipment due to tampering may result in refusal of insurance claims by the insurer. Any person found using fire hoses for any other purpose than firefighting will be liable for prosecution by the fire department but will also be required to pay for the hose to be resealed by the fire department as well as incur a disciplinary fee (refer 3.1) which will be added to your levy account.
- 19.4** No vehicle shall be allowed to be parked so as to obstruct access to any fire hydrant or fire extinguisher on the common property.

20. DAMAGES, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY AND OF UNITS

- 20.1** An owner or occupier of a section must not, without the Trustees' consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 20.2** An owner or occupier of a section may install a locking or safety device, burglar bars or other safety device for the protection of his section; safety gates and burglar bars must conform to the complex standard. Specifications for these can be obtained from the managing agents.
- 20.3** The owner or occupier of a section must keep a device installed in good order and repair.
- 20.4** The trustees shall be notified in advance of any work of whatever nature which is to be undertaken within or to the exterior of any section and which will involve activity on the common property or cause inconvenience or disturbance to other owners/residents. Such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other owners/residents.
- 20.5** Those owners/residents having such work done and those persons performing it shall, at all times, co-operate closely with the trustees and shall in consultation with the trustees ensure that proper and satisfactory measures are continuously taken to protect the common property from damage, defacement, disfigurement or defilement.

- 20.6** The trustees may prohibit workmen from working on the premises should they fail to cooperate, and the owner/resident will be notified accordingly by the Trustees
- 20.7** It shall further be the absolute responsibility of the persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly on completion of the project.
- 20.8** The person(s) having the work done shall be held liable for costs incurred for cleaning up or reparations done, should the common property be left in a dirty or spoiled condition upon completion of such work.
- 20.9** Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.
- 20.10** The above-mentioned rules shall *mutatis mutandis* apply to any work authorised by the trustees.

21. ADDITIONS AND IMPROVEMENTS

- 21.1** An occupant of a section shall not place or do anything on any part of the common property, including private patios and gardens which, in the discretion of the Trustees, detracts from the appearance of the section or the common property or is undesirable when viewed from the outside of the section.

21.2 All improvements are subject to the following

- **Approval by the Trustees**
- **Approved design documentation/plans**
- **Specifications as laid down by the trustees**

- 21.3** Unless authorized by the trustees in writing, no decorations may be attached to any part of the common property. Applications for consent shall be lodged in writing with the trustees containing full details of the intended work. Work may not proceed before the written consent of the trustees has been obtained.

- 21.4** The following alterations/additions to common property will be allowed on written application to the Trustees: Please complete **addendum B** and submit with your application for approval:

21.4.1 DSTV dishes, antennae and similar devices may be installed after Trustees approval on the following conditions:

- a) Each owner may install one DSTV or other satellite dish which size may not exceed the standard size. It must be professionally installed by a registered installer and in such a way to cause no disturbance to other residents.
- b) The position, size and placement of any antennae and satellite dishes must not be unsightly.
- c) The bracket, satellite dish or any antennae and the cable to the unit will remain the property of the section and may not be removed from the common property when you decide to move out or sell your unit.
- d) DSTV dishes or any antennae may not be installed on boundary walls or above garages.
- e) All installation and maintenance costs are for the owner's account.
- f) The cable has to be installed on the outside of the building in such a manner that it is as invisible as possible.

- g) Any damages or consequential damages to the common or private property or any interference with the existing antenna system or reception as a direct or indirect result of the installation of the satellite dish will be caused to be repaired by the trustees and the costs thereof will be for your account.
- h) No radio amateur masts and antennas may be installed.

21.4.2 Air-conditioning units may be installed after Trustees' approval on the following conditions:

- a) Only split type air conditioners will be allowed
- b) The air conditioner has to be installed on the outside of the building in such a manner that it is as invisible as possible,
- c) Noise from the air-conditioner must not be a disturbance to any neighbouring section
- d) Any damp issues caused to the section as a result of the air-conditioner will be the responsibility of the owner.
- e) The air-conditioner will remain a fixture of the section may not be removed, when moving out or selling the section.
- f) The air-conditioner shall be maintained in a proper working condition according to manufacturer's standards and shall be removed or replaced if it falls into a state of disrepair.
- g) The Body Corporate takes no responsibility for the insurance of any installations caused by an owner.

21.4.3 Splash pools, jacuzzis, and permanent water features may be installed after Trustees' approval has been given on the following conditions:

- a) The design of the pool or water feature should be submitted with the application. The size of the pool may not exceed a 30 000-liter pool.
- b) Council approval is required before the installation of the swimming pool; this approval is to be forwarded to the Managing Agents.
- c) Establish that there are no pipes, wires, etc. running underneath the proposed building site that will be affected.
- d) No construction vehicles will be allowed onto the premises.
- e) Building will happen so as to cause the minimum inconvenience to fellow residents. Building should take place during reasonable times.
- f) At no time may any building material or rubble stand on the communal property, unless the Trustees have granted special permission.
- g) The boundary wall and electric fence must not be damaged during construction, the owner will be held liable for any damages caused to common property.
- h) The backwashing or drainage must be diverted to a drain. Should the complex be geographically located in a dolomite area, a monitoring system must be installed to detect water leaks.
- i) All electrical installations require an electrical Certificate of Compliance.
- j) The pump must be placed in such a manner as to not be visual from common property and noise from the pump must not be a disturbance to any neighbouring section. The pump must be in an enclosed unit.
- k) The swimming pool/jacuzzi/water feature must not be accessible from the common property, for safety reasons and must comply with all applicable legislation.
- l) Pools may only be filled/topped up with water that is supplied through the water meter of the applicable unit.
- m) Please adhere to the conduct rules with regards to noise management.
- n) Any damage to the pavement, gardens, trees, lawn, walls or the common property during installation must be repaired professionally and promptly by the owner.

21.4.4 Patios, louvre roofs and braai areas may be installed after Trustees' approval has been given on the following conditions:

- a) No thatch roof may be erected. Only louvre roofs will be allowed.
- b) Council approval is required before building of a patio and/or braai area; this approval is to be forwarded to the Managing Agents.
- c) Approved City Council plans must be provided
- d) The size of the patio and braai area may not exceed 15% of the roof coverage of the unit, depending on the proximity of boundary walls.
- e) The patio, roof or any part thereof shall not be of hindrance to workers etc who need to deliver services and should allow for free movement around the patio.
- f) The patio, roof or any part thereof shall be at least 2.0 m from any boundary wall.
- g) The height of the roof may not exceed the height of the gutter of a single storey unit
- h) Brick type and colour must be as prescribed by Body Corporate, obtainable from the managing agents.
- i) The owner will be responsible for payment of any additional insurance premium.
- j) Proof of permission obtained from the neighbouring units must be forwarded to the managing agents to keep on record.
- k) Any electrical installations in the patio will require an electrical Certificate of Compliance.
- l) Permanent fireplace/braai facilities must be erected in the same manner and look like the rest of the complex
- m) The work must be carried out by a qualified and NHBRC certified contractor.
- n) The braai / fireplace will be equipped with a flue (chimney) of at least 2 m in height, as prescribed by the manufacturer of the braai, as well as a rotating cowl which will allow for sufficient escape of smoke.
- o) The completed braai/fireplace must look aesthetically pleasing.
- p) Gas braai's, Webbers or similar portable braai's may be used in exclusive gardens. Open fires are only permitted in a permanent braai / fireplace as described above.
- q) No braaiing in passages or open fires on balconies are permitted.
- r) The smoke from the braai / fireplace must not cause a nuisance to another section.

21.4.5 A Wendy house may be erected after Trustees' approval has been given on the following conditions:

- a) Council approval is required for Wendy houses exceeding 1 m x 1 m, proof of which must be forwarded to the Trustees before erecting the Wendy house.
- b) The size of the Wendy house may not exceed 2 m x 2 m.
- c) No electrical connections or any plumbing may be installed in the Wendy house.
- d) The Wendy house may not be used for the purposes of living quarters.
- e) The owner will be responsible for payment of any additional insurance premiums.
- f) Proof of permission obtained from the bordering units must be forwarded to the Trustees.
- g) The Wendy house must be kept in a state of good repair and maintenance must be done on a regular basis.
- h) The Trustees may from time to time inspect the Wendy house to ensure that sufficient maintenance is done and may order any maintenance work to be carried out, which must be done within 30 days of notice thereof.
- i) When selling your section, it must be stipulated in the purchase contract that the new owner must take over the responsibilities of the Wendy house.

21.4.6 Awnings may not be installed.

21.4.7 Enclosing of patios may be executed after Trustees' approval has been given on the conditions below. ***NB this only applies to patios that are part of the section and have an***

existing roof, patios not part of the section that are enclosed must adhere to section 24 of the Act.

- a) Patios may be enclosed with aluminium stacking doors / khaki canvas roll up blinds
- b) Council approval is required for the enclosure and this approval is to be forwarded to the Managing Agents
- c) No extension of the patio/roof is permitted.
- d) The intended use of the patio may not be changed.
- e) The maintenance of the enclosure is the responsibility of the owner,
- f) When selling your section, it must be stipulated in the purchase contract that the new owner must take over the responsibilities of the patio enclosures.

21.4.8 Wooden decking or stone paving in enclosed gardens may be installed after Trustees' approval has been given on the following conditions:

- a) Decking may not be enclosed; this would result in extension of the section and will require Body Corporate and Council consent. No decking is allowed outside of the enclosed gardens.
- b) Decking requires Council approval if it exceeds 2 x 3 m
- c) Decking shall be at least 2.0 m from any boundary wall.
- d) The floor level of decking may not be higher than the floor level of the unit.
- e) The maintenance of the deck/patio is the responsibility of the owner.
- f) Should repairs be needed on underground services (sewerage, water pipes, etc), the Body Corporate will not be obliged for repair or replacement of decking/paving.
- g) When selling your section, it must be stipulated in the purchase contract that the new owner must take over the responsibilities of the deck.

21.4.9 Solar, PV panels & water heaters may be installed after Trustees' approval has been given on the following conditions:

- a) The locality of the solar/photo voltaic (PV) panels must be approved by the Trustees.
- b) The installation of the solar/PV panels is done by a registered installer.
- c) Should the complex roofs be under warranty for waterproofing, installation of the solar/PV panels must be done in conjunction with the roof contractor to ensure that there is no effect to the warranty for the roof.
- d) No damage must occur to the unit's roof tiles on installation; should any damage occur during the installation; the repair thereof will be for the owner's account.
- e) Only the panels may be placed on the roof in such a way as to be aesthetically harmonious to the complex, the water cylinder/geyser must be placed inside the ceiling of the section.
- f) Any roof leakages as a direct/indirect result of the solar/PV panels will be repaired by the Body Corporate, the cost for which will be for the owners account.
- g) It is the responsibility of the owner to ensure that the Trustees are informed that the section makes use of a solar geyser; any additional premium will be for the owner's account.
- h) Please note that these provisions regarding the maintenance and rules must be transferred to the new owner on sale of the unit and any subsequent owner thereafter.
- i) Power feed-in from PV panels are allowed under certain conditions that might change from time to time in line with by-laws etc. The managing agent can be contacted for more information.

21.5 Conditions for additions/alterations to common property

Please note that the following conditions apply to all additions or alterations to common property:

- a) All improvements must be done professionally by a registered company.

- b) Any damages or consequential damages to the common or private property as a direct or indirect result of the improvements will be repaired and the costs thereof will be for the owner's account. By accepting these conditions, you agree that these costs may be debited to your levy account.
- c) The Managing Agent/Body Corporate accepts no responsibility whatsoever for any damages, losses, maintenance or for any other event to the installation / improvements, as a result of malicious damages or natural disasters or any other cause whatsoever.
- d) The Trustees reserve the right to inspect any improvements/alterations done to the common property or to sections and order any alterations/repairs/removal to the alterations/additions as they deem fit. The costs thereof will be for the owner's account.
- e) Any additions/alterations are not covered by the standard buildings combined insurance policy and must be added by the owner, the additional premium therefore will be for the owner's account.
- f) No obstructions shall be placed on walkways or any portion of the common property.

22. SIGNS AND NOTICES

22.1 No occupant 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 another section or the common property or from outside of the scheme, without the prior written approval of the trustees.

22.2 Notwithstanding the above,

22.2.1 a unit that goes on property show, for the day of the show may only have the number of pointer boards allowed by the real estate agents bylaws required to point out the unit on show, they may only be erected at 10:00 and must be removed by 17:30

22.2.2 a unit that is on sale may only have one FOR SALE sign at one of the gates only. The sign must be placed so as not to obscure any person's vision or path.

23. INTERIOR

23.1 Owners shall, at all times, keep their sections and garden areas in a good state of repair and in a clean and habitable state.

23.2 Owners shall be responsible for the maintenance of the interior paintwork, all electrical installations and other interior repairs to their sections of whatsoever nature at their own expense.

23.3 Owners shall be responsible for the clearing of blocked drains originating from his/her section, the maintenance and repair of sanitary equipment, the hot water system, the geyser and plumbing within the section at their own expense. The hot water system includes the geyser, pipes and taps from the point where the cold water enters the geyser up to the taps serving the section.

23.4 The geysers are insured for bursting under the policy of the Body Corporate; should the geyser for your section burst, owners may contact the managing agent/caretaker for assistance with the appointment of a contractor for the insurer/body corporate. The owner of a section is responsible for the repair, maintenance and replacement of the geyser and for any excess payment in respect of his or her geyser payable in terms of the contract of insurance entered into by the Body Corporate.

24. ERADICATION OF PESTS

- 24.1** An owner shall keep his section free from pests, mice, rats, white ants, borer and other wood destroying insects and shall immediately report to the Trustees the presence of such pests within a section, its exclusive use area or any part of the common property.
- 24.2** In the event of the owner not adhering to point 24.1, he shall permit the trustees, the managing agent and their duly authorized agents or employees to enter his section on reasonable notice to inspect and take any such action, as may be reasonably necessary to eradicate such pests and replace damaged woodwork or other materials.
- 24.3** The cost of the inspection and eradicating of any such pests as may be found within the section and exclusive use areas, replacement of any woodwork or other material forming part of such section which may have been damaged by any such pests shall be borne by the owner of the section concerned.

25. SECURITY

- 25.1** Please refer to the security protocols. It is the responsibility and duty of owners to ensure that their occupiers, visitors, and employees are familiar with and abide the security protocols of the complex.
- 25.2** Every resident is required to have a registered tag or personal means of access (biometrics) with which to enter or leave the complex. It is not the responsibility of the security guard (if any) at the gate to open the gate for residents or guests.
- 25.3** Residents are requested not to use strangers for tasks such as cleaning of units, washing of cars etc. People off the street are given the opportunity to become familiar with the setup of the complex. Please remember a complex is only as safe as its residents allow it to be.
- 25.4** When entering/exiting the complex, **please wait a couple of seconds until the gate has closed**, thereby preventing unwanted persons from entering the property.
- 25.5** No weapons or ammunition of any nature may be kept on the property unless kept in a safe as determined by law. Fireworks and firearms may not be discharged within sections or on common property.
- 25.6** No stones or any other hard object may be thrown on the property.
- 25.7** No resident may cause or allow any illegal action on the property.
- 25.8** No obstruction may be placed in front of the security gate that will interfere with the automatic closing of the gate.
- 25.9** Owners/residents are requested to report any suspicious or unknown persons and activities within the complex to the security, trustees or caretaker.
- 25.10** Owners/residents or tenants may not open the gate for strangers.
- 25.11** All visitors/contractors must sign in at the main gate with the security officer on duty. Visitors/contractors who refuse to adhere to the security procedures of the scheme may be refused entry.

25.12 Any verbal or physical abuse or intimidation of security personnel will not be tolerated.

25.13 Burglar alarms may be installed at the owner's expense.

25.14 It is allowed to install security lights on the owner's discretion providing that:

- It does not cause an inconvenience to the neighbours
- It is connected to the unit's own electrical circuit
- It is connected by a certified electrician.
- It complies with all regulations

Please note that the security protocols are subject to change as and when the need arises to ensure the safety and security of all residents of the complex and will not require a special resolution or the registration thereof with the Chief Ombud.

26. ENTRY BY SERVICE PROVIDERS (THIRD PARTY)

26.1 Owners and residents are required to notify security at the main entrance in advance should they require third parties to gain entrance for removal vans or delivery, or to effect repairs or services. In the event of such notice not being given, security may refuse entrance to the scheme.

26.2 Third parties may not reside on the premises between 20:00 and 06:00, nor may their vehicles or tools be left on the common property unless prior approval has been granted by the trustees. In case of an emergency, the request will be considered on the same day/night by the trustees.

27. MOVING

27.1 No large vehicle or vehicles designed for public carriage, including vehicles for furniture removal purposes, (more than 3 tons) may enter or park in the scheme. (Furniture removal companies must make use of a shuttle service.)

27.2 NO moving of furniture, appliances etc. after 18:00 or before 07:00 on any day of the week.

27.3 When moving furniture or goods in or out of the scheme, those persons doing so will be held liable for the cost of any repairs should such action cause damage to the common property.

28. FLAMMABLE GOODS AND SAFETY OF PROPERTY

28.1 The owner or occupier of a section must not, without the trustees' written consent, store flammable substances in a section or on the common property unless the substance is used or intended for use for domestic purposes.

28.2 An owner or resident shall, under no circumstances whatsoever, store any material, commit or allow to be committed any dangerous act in the section, exclusive use area or on the common property, which will or may increase the risk to the body corporate and may increase the insurance premium payable by the Body Corporate.

28.3 No open fires are allowed in any unit, balconies, passages or on the common property.

28.4 No fireworks may be discharged, and fireworks are not permitted within the complex.

28.5 It is strongly recommended that all owners or occupiers of a section acquire and keep in an accessible place in their section a fire extinguisher. Owners or occupiers are not covered for the contents of their section by the insurance policy covering the buildings and are thus advised to take out suitable insurance to cover themselves.

28.6 No pellet guns, bb-guns, which is wind- or gas driven, may be discharged on common property.

29. OWNER'S RESPONSIBILITY

The owner of a section shall be responsible for the maintenance and upkeep of:

29.1 the garage doors of his section and mechanism thereof (excluding varnishing on the outside)

29.2 the plastered inside wall surfaces of exclusive use areas: and

29.3 repair and maintenance of the geyser (so in his /her / section): and

29.4 the periodic cleaning of his / her gutters and down pipes: and

29.5 all doors of his / her section.

29.6 Any owner planning to do any exterior painting must obtain prior written consent from the Trustees regarding the colour of the paint.

29.7 Owners shall at all times keep their sections and exclusive use area in a proper, clean and habitable state and be responsible for the maintenance of the interior paintwork as the clearing of blocked drain originating from his/her section, and maintenance of sanitary equipment, all electrical installations and other interior repairs to their units of whatever nature at their own expense.

29.8 Owners shall further ensure that tenants or occupants undertake in writing to abide by the Rules and conditions. The format of the undertaking and the manner of lodging shall from time to time be determined by the Trustees.

30. LIABILITY

30.1 Owners/occupiers are liable for any damage to their sections and the common property caused by themselves, children, visitors and employees.

30.2 Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.

31. GARDENING

31.1 All gardening activities on the common property including lawns of exclusive use gardens shall be coordinated by the Trustees. Access to gardens must be allowed on the time and date as indicated by the Trustees. Please indicate in writing should you choose to attend to your own lawn; however, access must still be allowed to the neighbouring garden.

- 31.2** Should the owner/occupier decide to keep the garden gates locked and fail to unlock it, to allow access to adjacent units preventing the garden service being performed, then these locks may be removed by the Trustees.
- 31.3** No plants/trees/shrubs may be planted or removed from the communal areas, other than by the selected garden services, without the permission being obtained first from the Trustees.
- 31.4** The owner of the section will be held responsible for the removal of any tree/shrub/plant as well as any damages caused to common property as a result of trees/plants/shrubs that have been planted in private gardens. No large trees or creepers are permitted.
- 31.5** The gardening services are under the control of the Trustees. No requests may be made to the gardening services by any owner or occupier without first obtaining the permission from the Trustees.
- 31.6** Landscaping of private gardens may not influence the natural flow of excess water by blocking/closing the storm water drains or drain holes in the walls.
- 31.7** Your garden will not be serviced if your pets are uncontrolled, the excrement not cleaned up, or your unit is not accessible.

32. IMPLEMENTATION OF DISCIPLINARY FEES

- 32.1** For the enforcement of any of the Rules of the Body Corporate, the Trustees shall be entitled from time to time, to implement a system of disciplinary fees and penalties to serve as a deterrent for any contravention of these Rules and to enforce compliance with these Rules.
- 32.2** Any disciplinary fee imposed by the Trustees are subject to amendment, repeal and/or ratification by the Members in General Meeting.
- 32.3** An owner shall be liable for and pay the additional administration charges for any contravention(s) of these Conduct Rules contravened by the owner or occupier or the cost to clean or reinstate the common property
- 32.4** In the event of a transgression of any of these Rules, the following procedure shall be followed and implemented by the Trustees and/or the Managing Agent on their behalf:
- 32.4.1** A letter of demand shall be addressed to the owner and/or transgressor and which demand shall convey details of the alleged transgression with reference to the time, date, place, incident and identity of the alleged transgressor(s) and which demand shall require from the owner to remedy any breach or to refrain from transgression the Rules
- 32.4.2** Should the owner fail to adhere to the demand letter and/or fail to remedy his breach or to refrain from transgression of the Rule, then and unless written objection has been received from the owner/transgressor concerning the alleged contravention, the prescribed disciplinary fee will be implemented and levied against the owner's levy account and shall become payable as if such disciplinary fee is part of the normal levy due by the owner.
- 32.4.3** If the transgression is disputed and upon receipt of a written objection from the owner/transgressor, a Committee of three persons to be appointed for this purpose and to be chaired by the Chairperson of the Board of Trustees, will convene a meeting

with the owner/transgressor within a period of 10 (ten) days from receipt of the written objection in order to adjudicate upon the matter.

32.4.4 The meeting shall take place at the time, date and venue and in accordance with such procedure as may be prescribed by the Chairperson, provided that the Rules of Natural Justice shall be applied and at which meeting the owner/transgressor shall be entitled to raise his objection/defence and to call witnesses.

32.4.5 The decision of the Committee shall be binding. Should the owner/transgressor refuse to comply with a decision of the Committee or fail to accept their decision, such dispute can then be referred to CSOS to be adjudicated in terms of the of the CSOS Act 9 of 2011.

32.4.6 Where a provision of these Rules is contravened and where the owner/transgressor persists to transgress these Rules, the disciplinary fee as implemented by the Trustees may be applied and levied on a monthly basis for as long as the transgression endures and without the liability to demand compliance in respect of each and every further transgression and without the necessity to repeat the provisions as prescribed in sub-rule 32.4.1.

32.5 The owner shall be liable for the payment of any disciplinary fee imposed in respect of his tenant/ occupant of his unit and it shall be the responsibility of the owner to claim the amount of the disciplinary fee from his tenant/occupant.

32.6 For the enforcement of these Rules or in respect of any action to be taken to enforce or implement penalties, the Trustees/Managing Agent shall be entitled to appoint an attorney to execute any of their rights in terms of these Rules.

33. COMPLAINTS

33.1 Any complaints arising out of the application or lack of observance of the Conduct Rules must be directed to the Trustees of the Body Corporate through the managing agent. Full details (time, date, names, nature of complaint and photographs where possible) are to be supplied.

33.2 If called upon by the Trustees, the complainant shall furnish an affidavit concerning the incident to the trustees and the complainant shall further consent to co-operate with the Trustees in their investigation concerning the incident and to testify in any proceedings failing which the Trustees shall be under no obligation to pursue their investigation of the alleged incident complained of.

34. HOA RULES

34.1 Any person who is in terms of the Deeds Registries Act, reflected in the records of the deed's offices concerned as the registered owner of any land in the township or the owner of a sectional title as defined in the Sectional Title Schemes Management Act, shall be a member of the Homeowners Association. The Memorandum of Incorporation and Rules of the Homeowners Association are binding as far as they are consistent with the South African constitution and enforced by the Directors.

35. INDEMNITY

35.1 All persons, owners and occupants entering onto common property or utilizing facilities on common property do so at their own risk.

- 35.2** All vehicles entering onto common property shall be driven and/or parked at the driver's own sole risk and responsibility.
- 35.3** No liability of any nature whatsoever shall be attached to the Body Corporate, its members, trustees, agents, contractors, workman, servants, invitees, employees or the like for any loss, cost, damage or expenses that may be sustained in respect of such vehicle or for any injury or death suffered by any person from whatsoever cause, conduct, negligence, fault, act or omission by the Body Corporate, its members, trustees, agents, contractors, workman, servants, invitees, employees or the like for, such loss, cost, damage, expenses, injury or death that may be caused or arise on or from common property.
- 35.4** All persons, including owners/residents/visitors/other occupants and/or their guests, entering the common property and using any portion thereof do so at their own risk and responsibility. The Body Corporate, the Trustees, its agents, contractors and/or employees will not be liable for any loss or damage to any property or any death or bodily injury to any person, which damages, injury or death may be incurred due to any defect in the common property or its amenities or any negligence of the Body Corporate, the Trustees, its agents, contractors and/or employees.

36. CONCLUSION

The Trustees are exempt from any claims or liabilities resulting from the implementation of the rules. It is trusted that with co-operation and loyalty to the regulations and code of conduct set out above, a better and happier life at the complex will be experienced.

BY ORDER OF THE TRUSTEES