



**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/18/GP/001241

1. I, the undersigned, Ndivhuo Rabuli, in my capacity as the Acting 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 24<sup>th</sup> July 2018, 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:

**SHERBROOKE**

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

Signed and dated at .....**SANDTON**..... on the .....**6<sup>TH</sup>** ... day of .....**SEPTEMBER**..... 2018

Ms Ndivhuo Rabuli: Acting Chief Ombud

Seal / Stamp



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# SHERBROOKE BODY CORPORATE CONDUCT RULES

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(SS NUMBERS: 154/1997, 156/1997, 201/1997, 245/1997, 246/1997, 8/1998, 154/1999,  
139/2010, 7/2011, 113/2015)

**Physical Address of scheme:** 78 Betschana Road, Edenglen, Edenvale

**Erf Number:** 1530 and 1531, Edenglen

**These Conduct Rules, which have been approved by Special Resolution of the members of the Sherbrooke Body Corporate in terms of section 10 of the Sectional Titles Schemes Management Act 8 of 2011, substitute the Conduct Rules contained in Annexure 2 to the Act.**

**These Rules are binding on all members of the Body Corporate and all residents of the scheme.**

## Statutory Restrictions

The Sectional Titles Schemes Management Act 8 of 2011 ( "the Act" ) and the Management Rules contained in Annexure 1 to the aforesaid Act set out the following general obligations with which all residents must comply:

### **A resident of Sherbrooke:**

1. Shall not use a section for anything other than for residential purposes;
2. Shall not use his section, or any part of the common property, or permit it to be used for any purpose which is illegal, immoral or injurious to the reputation of the Body Corporate; or in such a manner as to cause a nuisance to any other resident of the scheme;
3. Must not make alterations to the section that he occupies or that are likely to impair the stability and/or integrity of the building structure or the use and enjoyment of other sections and the common property without the Trustees consent;
4. Shall not do anything to the section that he occupies, which is likely to prejudice the aesthetic appearance of the building or that has a negative effect on the value or utility of another section;
5. Shall not contravene or permit the contravention of **any law** in force in the Republic of South Africa;
6. Shall not carry or discharge a pellet gun, BB gun, paint-ball gun or any other recreational weapon on the common property or from a section at the scheme at any time or for any purpose.

## Introduction

The objective of the Conduct Rules is to provide a pleasant living environment for all the residents in the scheme. The rules are legally binding upon all residents, as are any application, interpretation and amendment by the Trustees to ensure the orderly co-existence of residents.

The registered owners are responsible for ensuring that all members of their families, friends, tenants, visitors and their agents, contractors and employees are made aware of and abide strictly by these rules.

In the event of annoyances, disputes or complaints arising for any reason, the involved parties should endeavor to settle the matter between them amicably, exercising consideration, tolerance and understanding.

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## 1. Interpretation

Any owner or resident, should he not speak, read or understand the English Language, undertakes to obtain a translation, at his own cost, of all the Rules, Agreements or any other document in connection with the Body Corporate if he so requires.

- 1.1. In these Rules, unless a contrary intention clearly appears from the context, words importing any one gender include the other gender;
- 1.2. The singular includes the plural, and vice versa;
- 1.3. Natural persons include created persons (corporate and unincorporated) and vice versa;
- 1.4. Paragraph headings shall not be used in the interpretation of these Rules.

## 2. Definitions

In these rules, the following terms shall have the meanings assigned to them hereunder, namely:

<b><u>Term:</u></b>	<b><u>Meaning:</u></b>
<b><i>Act</i></b>	the Sectional Titles Schemes Management Act 8 of 2011 (as amended from time to time)
<b><i>Admin</i></b>	the entity, whether it be a company, close corporation or person, which may be appointed by the Trustees from time to time to attend administrative duties in accordance with the contract concluded between such entity and the Trustees
<b><i>Body Corporate</i></b>	consists of all the registered owners of units at Sherbrooke
<b><i>Common property</i></b>	the land and such parts of the building as are not included in a section, including but not limited to the entrance and exit booms and gates, jungle gym, pool and clubhouse area, common laundry area
<b><i>Managing Agent</i></b>	the entity, whether it be a company, close corporation or person, which may be appointed by the Body Corporate from time to time to administer the affairs of the Body Corporate in accordance with the management contract concluded between such entity and the Body Corporate
<b><i>Owner</i></b>	a registered owner of a section in the scheme known as Sherbrooke
<b><i>Resident</i></b>	any person, including but not limited to an owner, who occupies a section in Sherbrooke
<b><i>Section</i></b>	means a section shown as such on the sectional plan and registered in an owner's name and intended for residence, including the inner half of the walls, the ceiling, the floor and doors
<b><i>Security</i></b>	any security guard, gate attendant and or patrol staff acting in accordance with the directives issued by the Trustees
<b><i>Trustees</i></b>	persons who are elected in terms of the Act to serve as Trustees to exercise the functions and powers of the Body Corporate

<b>Unit</b>	a section together with its undivided share in the common property allocated to that section in accordance with the quota of the section (exclusive use area, not for residential use, including wendyhouse, garage, carport and driveway, covered or uncovered open or enclosed patio with beams and shade cloth/tiles and private garden within the garden boundary walls).
<b>Visitor</b>	any resident's agent, contractor, employee, family, friend, guest, or persons who are invited to the scheme, whether they have entered through the boom and gates or not

### 3. Right of admission reserved

The right of admission to Sherbrooke shall be at all times reserved and is at the discretion of the Trustees.

- 3.1. Hawkers and Trespassers are not allowed in or on the premises;
- 3.2. Estate Agents and prospective buyers are required to park outside and enter the premises on foot;
- 3.3. Take-out and Fast Food delivery vehicles and motorcycles should park outside where the resident shall collect their food;
- 3.4. Delivery vehicles or trucks in excess of 4 tons will not be allowed to enter the premises;
  - Any damage caused by trucks, vehicles or visitors shall be for the cost of the resident being visited by that vehicle or person;
- 3.5. Any person entering the premises other than through the normal access controlled gate will be apprehended and charged with trespassing.

### 4. Access Control and Security

- 4.1. Use of the entrance and exit booms and gates is at own risk.
  - The Body Corporate accepts no responsibility for any loss or damages suffered as a result of tailgating.
- 4.2. Residents shall at all times accept and cooperate with the instructions, not limited to access control, issued by Security;
  - Non-compliance or abuse directed at Security by any resident and/or members of their families, friends, tenants, visitors and their agents, contractors and employees will result in the resident being fined/penalty imposed;
- 4.3. Residents must adhere to all access control, security protocols and procedures that the trustees may institute or the gate attendants on duty at the entrance area may put in place from time to time;
- 4.4. Residents are required to register their contact numbers with Admin, which the gate attendants will use to contact residents for confirmation to permit access to any agent, contractor, employee or visitor;
  - Should no contact number be provided, access to the premises will be denied;
  - Access will be restricted when the resident is not on the premises at the time the call is made by the gate attendant;
- 4.5. Visitors (on foot or otherwise) must declare the occupant and section number to the gate attendant who will contact the section for confirmation to permit access;
- 4.6. Residents and contractors are required to register their employees, housekeepers, gardeners and/or other staff with Admin and a copy of their ID must accompany the registration form in order for the gate attendants to allow pre-arranged access;
- 4.7. Residents must advise the members of their families, friends, tenants, visitors and their agents, contractors and employees that they are required to sign the visitors' access book when entering and exiting the scheme for security reasons. No exceptions will be made;

- 4.8. Should Admin or the caretaker be requested to give access to any section by any owner or resident, instruction shall be at the owner/residents' own risk;
- 4.9. Gate attendants may refuse entry to the premises where a vehicle's sound equipment is considered excessive;
- 4.10. Gate attendants may refuse entry to the premises where a vehicle appears to be unroadworthy;
- 4.11. Any breaches or suspicious acts should be reported to Security and Admin.

## 5. Body Corporate's Agents, Contractors and Employees

- 5.1. Body Corporate agents, contractors and employees are not permitted to run any errands or undertake any work whatsoever for residents during the normal working hours of the staff;
- 5.2. Body Corporate agents, contractors and employees are not permitted to do private work for owners whilst they are carrying out existing projects for the Body Corporate;
- 5.3. Residents shall not instruct any Body Corporate agent, contractor or employee to do any work on the common property, except in an emergency.
  - i. Admin and Security should be notified immediately and the event details should be recorded in the Occurrence Book;
- 5.4. Residents must report their complaints in writing to Admin and shall not reprimand the agent, contractor or employee himself.

## 6. Residents' Agents, Contractors and Employees

- 6.1. Residents are responsible for the conduct of their agents, contractors and employees, failure to abide by the rules can result in future access being denied and fines levied to the said resident;
- 6.2. Residents shall ensure that their agents, contractors and employees do not loiter on or cause undue noise on the common property or elsewhere;
- 6.3. Residents will be liable for all costs incurred by the Body Corporate in respect of rectifying any damage caused by their appointed agents, contractors and employees.

## 7. Use of Common Property Roads and Parking Areas

The roads are an integral part of the estate for the benefit of all residents, visitors and others, whether in vehicles, motor cycles, or on foot, and must be respected.

All vehicles and/or motor cycles brought onto or parked at Sherbrooke property, are at the sole risk and responsibility of the owner of the vehicle, and no liability shall attach to the Body Corporate or its agents or any of their employees for any accident, damage or loss of whatever nature which such owner may suffer as a result of a vehicles being brought onto, driven or parked on the premises of Sherbrooke.

- 7.1. The speed limit is restricted to 20km per hour;
- 7.2. All road signs must be obeyed;
- 7.3. No vehicles and/or motor cycles are permitted to drive anywhere except on the roads;
- 7.4. No resident or owner shall permit any of his agents, contractors or visitors to drive or park any vehicle and/or motor cycle into or onto the exclusive parking area of another unit;
- 7.5. Hooting on the common property or at the entrance and exit gates is strictly prohibited;
- 7.6. The use of vehicles and/or motorcycles with noisy exhaust systems is strictly prohibited;
- 7.7. Car alarms that are triggered must be attended to immediately.
  - Should the owner of the vehicle be absent from the complex and the vehicle alarm cause a disturbance to the residents of the complex, the Trustees will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the owner of the vehicle;

- 7.8. No resident or unlicensed driver may operate or allow to be operated within the scheme any vehicle and/or motor cycle in a manner that may be dangerous, cause a disturbance, noise, safety hazard risk to either himself, anyone else or to any property;
- 7.9. Trucks or vehicles that weigh in excess of 4 (four) tons shall not be permitted to enter the scheme;
- Any damage to the driveway of the scheme by trucks or vehicles shall be for the cost of the owner of the unit to which the vehicles' driver is visiting for whatever purpose such visit is taking place;
- 7.10. Furniture removal trucks that weigh in excess of 4 tons shall park outside the scheme on the public road to load or off-load furniture;
- 7.11. No boats, canoes, caravans, park-homes, trailers OR trucks may be parked anywhere in the scheme;
- 7.12. No bicycles, damaged vehicles, golf carts, motor cycles, quad bikes, rollerblades, skateboards, etc., may be left or parked on the common property;
- 7.13. Residents shall ensure that their agents, contractors, deliveries and visitors park in the appropriate areas. Parking on sidewalks and pavements are not allowed;
- 7.14. **Residents' vehicles and/or motor cycles shall be parked in their exclusive use areas only;**
- 7.15. No resident shall place or park or permit to be placed or parked any vehicle, possession or article in such manner as to obstruct any road, driveway, walkway, pathway, entrance to a building or entrance to a parking bay or bays, which must be kept clear for emergency access at any time;
- 7.16. Trustees may instruct that any vehicle parked, standing or abandoned on the common property in contravention of these Rules is to be clamped, removed or towed off the property at the risk and expense of the owner;
- i. Should it be necessary for the Trustees to have a vehicle clamped, removed or towed from the Common Property and impounded, the Body Corporate, its Trustees, agents, contractors and employees shall be held harmless against any claim that the owner of the vehicle or any agent of the owner or any cessionary of the vehicle may have as a result of the vehicle being damaged in any way whatsoever during the removal process or in being towed or transported to where it will be impounded, or whilst it is kept in storage;
  - ii. The Body Corporate, its Trustees, agents, contractors and employees shall be held harmless against any claim that the owner of the vehicle or any agent of the owner or cessionary of the vehicle may have as a result of the vehicle being stolen whilst in transit or whilst in storage;
  - iii. The owner of the vehicle shall be deemed to have consented to the removal and impounding of the vehicle and any indemnity that the towing company or storage company requires Security or the Trustees to sign regarding the vehicle will be signed by Security or the Trustees acting as the agent of the vehicle owner, deemed duly authorized thereto by virtue of these Conduct Rules;
- 7.17. If a vehicle appears to be abandoned, two letters will be affixed to the vehicle over a one week period;
- If no response is received to the letters, the vehicle will be deemed to have been abandoned and appropriate action will be taken;
- 7.18. All residents must ensure that their and their visitors' vehicles do not drip oil or brake fluid onto the common property or deface the common property in any other way;
- If an owner or resident section contravenes this rule they will compensate the Body Corporate for the fair reasonable and necessary cost of cleaning/repairing/restoring of such common property;
- 7.19. No resident shall be permitted to dismantle or affect any major repairs to any vehicle on any portion of the common property or exclusive use area of any unit;
- 7.20. No vehicle and/or motor cycle to be washed in visitors parking bays;
- 7.21. Parents are responsible for ensuring that their children, irrespective of age do not cycle, play, skate, skate board, roller or roller blade at any time on the driveways, walkways, pathways or access ways without supervision of a responsible adult. The roads should be kept clear for emergency access at any time.

## 8. Use of Swimming Pool and Entertainment Areas

The swimming pool and entertainment areas are for the exclusive use of residents and their invited guest.

Anyone using the swimming pool at Sherbrooke does so entirely at his own risk.

The Body Corporate, its Trustees, agents, contractors and/or employees will not accept liability for any death, injury to persons or loss of property howsoever caused, resulting from the use of the swimming pool and entertainment areas.

- 8.1. Residents must accompany their guest while using the pool;
- 8.2. Children under the age of 12 years must be accompanied and under the supervision of a responsible person over the age of 18 years at all times whilst using the pool;
- 8.3. The pool area is locked for safety reasons;
  - i. Access to the pool area is via the pool gates only;
  - ii. Residents who wish to use the pool during weekdays will be required to adhere to the access control procedures instituted by the Trustees;
- 8.4. Appropriate swimming attire, meaning bathing costumes only, must be worn when using the pool;
  - i. Babies must be in swimming nappies;
  - ii. Swimming in underwear of whatever nature is not permitted;
- 8.5. The use of body oils and lotions are not permitted when using the pools;
- 8.6. No person suffering from an infectious disease or having an open wound is permitted to use the pool;
- 8.7. Amorous activity, ball games, boisterous and rowdy behavior and excessive noise is not allowed inside the pool or entertainment area;
- 8.8. No animals are permitted in the pool or entertainment area;
- 8.9. No balls, bicycles, go-karts, motor cycles, quad bikes, roller blades/skates, skate boards, tricycles, etc., are permitted in the pool or entertainment area;
- 8.10. The pool and entertainment area must always be left in a clean and neat condition;
- 8.11. No food or drink is allowed in the pool;
- 8.12. The solicitation/trade/use of recreational drugs and/or intoxicating substances are not permitted in the pool or entertainment area;
- 8.13. No litter, rocks or other objects are allowed to be thrown in the pool;
- 8.14. No bottles, glasses or other glass objects of any kind shall be permitted in the pool or entertainment area;
  - Any resident contravening this rule will be charged for the cost incurred by the Body Corporate to clean the area in addition to receiving a fine;
- 8.15. No disposable, electric, gas, gel, kettle and/or portable braais are permitted in the pool and entertainment area;
- 8.16. No person shall leave lit coals and/or a fire unattended and residents using the entertainment area will ensure that the coals are smothered and put out with sand and cleaned before leaving the area;
- 8.17. No private parties of any nature shall be held in the pool and entertainment area without the prior written consent of the Trustees;
  - i. The Trustees may impose any condition upon which these areas may be used for a private party; including but not limited to deposits and number of guests allowed;
  - ii. The Conduct Rules still apply;
  - iii. The Trustees reserves the right to inspect the pool and entertainment area the next morning and charge the resident for resultant damage or clean-up fees;
- 8.18. Tampering with the pool equipment is strictly prohibited;
- 8.19. The pool is under CCTV surveillance and any damages to the pool, pool equipment and entertainment areas will be charged to the offending resident

## 9. Use of Common Property wash lines

Anyone using the common property wash lines and surrounding areas does so entirely at his own risk.

The Body Corporate, its Trustees, agents, contractors and/or employees will not accept liability for any death, injury to persons or loss of property howsoever caused, resulting from the use of the wash lines and surrounding areas.

- 9.1. Laundry is not permitted to be hung on the walls as to be visible from the common property;
- 9.2. Laundry should be removed by 19h00;
- 9.3. Laundry is not permitted to be left overnight.

## 10. General conduct of residents

### A resident of Sherbrooke

- 10.1. Shall ensure that all members of their families, friends, tenants, visitors and their agents, contractors and employees are made aware of and abide strictly by the Conduct Rules;
- 10.2. Shall be liable for any breach of these Conduct Rules by any person contemplated in 10.1.;
- 10.3. Shall be liable for any damages arising from right of admission breaches;
- 10.4. Shall maintain his section and exclusive use area in a good state of repair and cleanliness;
- 10.5. Shall permit the Trustees access to any section for the purpose of inspection;
- 10.6. Shall not use his section as a commune or exceed an occupancy of 2 persons per bedroom;
- 10.7. Shall not house any agent, casual employee, contractor and/or their employees, staff or visitors in garages or any other section not intended for residence;
- 10.8. Shall not conduct any business or trade anywhere on the scheme without the prior written consent of the Trustees and subject to any conditions and restrictions they might impose, including but not limited to indemnity waivers;
- 10.9. Shall not hold any auction or jumble sales anywhere on the scheme;
- 10.10. Shall not permit or partake in door to door canvassing;
- 10.11. Shall not exhibit or distribute any advertisement without prior written consent from the Trustees, who in granting the consent may impose conditions;
- 10.12. Shall not deposit, throw or permit or allow the depositing or throwing of any rubbish, including but not limited to dirt, cigarette butts, food containers or food scraps or any other litter anywhere on the common property;
- 10.13. Shall not cause or permit unlawful loss or damage to property outside his section or death or injury or threat thereof to any party outside his section;
- 10.14. Shall not jump over or walk on any boundary wall, fence, or roof; or open any electrical or plumbing facilities outside his section other than for maintenance or repair purposes and provided that prior arrangements have been made with the Trustees or Caretaker;
- 10.15. Shall not engage in amorous activities or boisterous behavior anywhere on the common property;
- 10.16. Shall not solicit, use and/or trade recreational drugs and/or intoxicating substances on the common property;
- 10.17. Shall not antagonize, provoke or tease any pet as to cause disturbances, except for emergencies;
- 10.18. Shall not allow any action that may increase the rate of the premium payable by the Body Corporate on any insurance policy;
- 10.19. Shall at all times accept and cooperate with the reasonable instructions and requests of any Trustee, Admin, caretaker and/or Security appointed by the Trustees and shall ensure that their members of their families, friends, tenants, visitors and their agents, contractors and employees do likewise.

## 11. Noise Nuisance and Disturbance

- 11.1. Residents must take every reasonable precaution to ensure that they do not cause or allow their children, employees or visitors to cause a noise nuisance and/or disturbance to other residents of the scheme;
- 11.2. Reasonable quiet must be maintained at all times so as not to disturb neighboring residents or persons on the common property; particularly between:
  - Mondays to Fridays: 20h00 to 06h00
  - Saturdays, Sundays and Public Holidays: 22h00 to 08h00
- 11.3. Excessive noise of any type, including but not limited to amplifiers, Bluetooth speakers, CD Players, domestic work, hi-fi equipment, indiscreet vocalizations, musical instruments, musical lessons, partying, portable speakers, power tools, radios, shouting, singing, televisions, and other equipment, as well as backfiring, hooting, loud music emanating from vehicles, revving of engines, etc. that can be heard on the common property or in adjoining sections is prohibited at all times;
- 11.4. Hobbies or any other activities that may cause undue noise or nuisance to other residents may not be conducted on the premises of the scheme. (This includes all common property as well as individual units in the scheme);
- 11.5. Building or renovating activities causing a noise shall **ONLY** take place between:
  - Mondays to Fridays: 08h00 to 17h00
  - Saturdays: 08h00 to 13h00
- 11.6. The noise level of social events must not cause any disturbance. If complaints are received the level of noise must immediately be reduced to an acceptable level failing which, in the first instance, the security guard/s on duty will inform the residents involved that the noise level is unacceptable and if this warning is not adhered to the South African Police Services will be called;
- 11.7. Vehicles and motor cycles entering the premises must be fitted with the suitable muffling and emission control in compliance with legislation pertaining to emissions;
- 11.8. Residents shall not use any powered tools, implements, equipment, devices, utensils or any other item which interferes with radio or television reception or which creates or causes any unreasonable sound, noise, smells, fumes or dust which may cause an inconvenience to other residents.

## 12. Children

- 12.1. Residents are responsible for ensuring that their children abide by the Rules;
- 12.2. Children shall be respectful towards each other and other residents;
- 12.3. Residents shall supervise their children and those of their visitors in order to ensure that no damage is cause to common property. In particular, children must not interfere or tamper with the entrance and exit gates, decorations, lights, plants or any portion of the common property whatsoever;
- 12.4. In no circumstances shall children be permitted to play near the entrance gate of the scheme;
- 12.5. Children are not permitted to climb on any walls or structures other than the jungle gym;
- 12.6. The use of the jungle gym is restricted to children under the age of 10, who must be accompanied and supervised by an adult at all times;
- 12.7. Parents are responsible for ensuring that their children, irrespective of age do not cycle, play, skate, skate board, roller or roller blade at any time on the driveways, walkways, pathways or access ways without supervision of a responsible adult;
- 12.8. Children shall at all times show consideration as to their noise levels;
- 12.9. Children shall not throw any items into the air, nor kick balls higher than a 4ft boundary wall, or into residents' exclusive use areas, gates or walls;
- 12.10. Children shall not antagonize, provoke or tease any animal;
- 12.11. The Body Corporate, its Trustees, agents, contractors and employees will in no circumstances whatsoever supervise or be expected to supervise children in the scheme or be responsible for their behavior;

12.12. In the event that the child of a resident or the child of a visitor, or the child of a resident's staff member suffers an injury of whatsoever nature whilst on the common property, or dies whilst on the common property, whether due to the negligence of the Body Corporate, its Trustees, staff or agents, irrespective of the cause thereof, the Body Corporate disclaims liability and holds itself harmless against any claims, costs or expenses arising out of such injury or death, loss of or damage to property.

### 13. Pets

The following Rules apply unconditionally, in addition to any other condition that the Trustees may prescribe for pets to be kept at Sherbrooke

- 13.1. Should a resident wish to keep a pet at Sherbrooke he must apply to the Trustees *in writing* **BEFORE** bringing the pet onto the property;
- 13.2. The Trustees, at their discretion, shall consider a resident's application to keep the pet concerned based on its merits, and notify the resident whether his application has been approved or declined subject to the following conditions:
- i. A resident suffering from a disability and who reasonably requires a guide, hearing or assistance dog as a result thereof, shall be deemed to have the Trustees consent to keep the dog in a section and to accompany it on the common property subject to the following conditions being met prior to the dog being brought into the scheme;
    - ❖ The resident shall provide to the Trustees proof in the form of a doctor or medical specialist's certificate that he does in fact require the assistance of a guide, hearing or assistance dog and proof that the dog is suitably qualified and certified;
    - ❖ The Trustees may provide for any reasonable condition in regard to the keeping of the guide, hearing or assistance dog;
  - ii. Apart from guide, hearing or assistance dogs, small pets only shall be kept at the scheme;
  - iii. The amount, size, temperament and living conditions of existing animals at the section;
  - iv. The section is equipped to house the animal without an apparent means of escape;
- 13.3. No pet shall be permitted on common property unless it is suitably restrained and under the constant control of its owner;
- 13.4. Cats should be kept indoors at night;
- 13.5. All pets kept on the premises shall be inoculated and neutered or spayed, and a certificate from a veterinarian must be provided to the Trustees confirming the aforesaid when permission for the keeping of the pet is requested;
- 13.6. All pets kept on the premises must either wear a collar with a tag indicating the name, telephone number and unit number of the owner of the pet, alternatively the pet must be micro chipped;
- 13.7. Pets kept at the scheme are prohibited from making an incessant unprovoked noise or causing a nuisance to other residents, in accordance with the Act;
- 13.8. Fouling of common property is strictly prohibited.
  - Should a pet defecate on common property it is the pet-owner's sole responsibility to remove the excrement and dispose of it in a suitable refuse receptacle;
- 13.9. Should damage of whatsoever nature be caused by a pet directly or indirectly to common property, the owner of the pet will be responsible for the cost of any repairs;
- 13.10. Residents who will be away for more than two consecutive nights must make appropriate kenneling arrangements for the duration of their absence;
- 13.11. It is a prerequisite that any pet for which permission is granted to be kept at the scheme is kept in hygienic and clean conditions, and all excrement in the Exclusive Use Area must be picked up daily;
- 13.12. Breeding of animals is prohibited;

- 13.13. All animals are to be kept in the residents' Exclusive Use Areas and reasonable attempts, without compromising the aesthetic appearance of the sections, should be made to prevent the animals from roaming on the common property;
- 13.14. Any animal that persistently wanders about the complex and/or do not have the required collar/tag can be regarded as strays and removed from the complex;
- The Body Corporate and its Trustees will not accept any liability for the charges and/or penalties imposed by the SPCA or animal shelters to release the animal back into the residents' care.

#### 14. Prohibition on the use of fireworks

The use of fireworks is strictly forbidden either on the common property or in any section at Sherbrooke.

#### 15. Slaughtering of animals for cultural, religious or other purposes

Slaughtering of animals for religious and cultural purposes **shall only be permitted within the confines of a section** (and not under any circumstances on the common property, which includes an exclusive use area) subject strictly to the following conditions:

- 15.1. At least two weeks written notice of the intended religious or cultural event requiring such ritual slaughter must be given to the Trustee, specifying:
- a) The date and time of the proposed slaughter;
  - b) The type of animal to be slaughtered;
  - c) The name and qualifications of the person who will carry out the slaughter;
  - d) Confirmation that the animal will be brought onto the premises immediately prior to the ritual slaughter and that the carcass and all remains of the animal will be removed immediately from the premises after the act of ritual slaughter;
- 15.2. The notice in 15.1. should be accompanied by:
- i. A notice from the local authority confirming that all by-laws with regard to the ritual slaughter have been/will be complied with;
  - ii. A notice from the health department confirming that health department specifications with regards to the ritual slaughter have been/will be complied with;
  - iii. A certificate from the Society for the Prevention of Cruelty to Animals (SPCA) must 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;
- 15.3. Notice must be given to all adjacent units of the date and time of the proposed slaughter.

**Failure to comply with the above requirements shall entitle the Trustees to prevent the act of ritual slaughter from taking place on the premises or debiting the unit owner concerned with any costs incurred.**

#### 16. Signs and Notices

Residents must not place or allow to be placed 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 the outside of the section.

#### 17. Common Property

- 17.1. No hobbies or any other activity causing distress, disturbance, noise, nuisance will be permitted on the common property;

- 17.2. No bottles, glasses or other glass objects of any kind shall be permitted on the common property, especially within the vicinity of the children's playing areas;
- 17.3. Residents shall not solicit, use and/or trade of recreational drugs and/or intoxicating substances on the common property, especially within the vicinity of the children's playing areas;
- 17.4. No stones or other solid objects may be thrown anywhere in the confines of the scheme;
- 17.5. The use of hovercrafts and/or drones or any other airborne item, whether fitted with a camera or not is strictly prohibited;
- 17.6. Residents should report any vandalism or damage on the common property that they witness or that comes to their attention to Admin or Security;
- 17.7. Residents should report any malfunction of items on the common property that come to their attention;
- 17.8. Residents and their visitors shall not interfere with or tamper with any fire hydrant connectors, extinguishers or hose reels for any purpose other than fire extinguishing.

## **18. Minor damage to Common Property**

- 18.1. A resident shall not mark, paint, drive nails, screw or other objects into, or otherwise damage or deface any structure that forms part of the common property;
- 18.2. A resident shall not interfere with or allow interference with flora and fauna on common property;
- 18.3. The cost incurred by the Body Corporate in lieu of repairing damage to common property, including the boundary walls, down-pipes and gutters, and especially the electric fencing by overgrown creepers, trees or plants as a result of a resident's negligence to control the growth, will be recovered from the owner;
- 18.4. Any cost incurred by the Body Corporate in lieu of damage to sidewalks and pavements arising from driving and/or parking violations will be recovered from the owner.

## **19. Appearance of Common Property exterior of a Section**

- 19.1. The owner or resident of a section shall not place or do anything on any part of the common property, including balconies, verandas and gardens which, at the discretion of the Trustees is considered aesthetically displeasing or undesirable when viewed from the outside of the sections or prejudices the harmonious appearance of the scheme;
- 19.2. The exterior of the unit shall not be painted, decorated or altered in any manner without the prior written consent of the Trustees. This includes affixing paintings, pictures, murals and/or artifacts onto the exterior of the unit;
- 19.3. An owner or resident of a section shall not erect or cause to be erected or installed any lights or lighting apparatus on any part of the common property without the written consent of the Trustees being obtained in advance;
- 19.4. Curtains or blinds must be put up as window coverings and must be neat and tidy when viewed from the outside;
- 19.5. Curtains and blinds that are torn or ripped must be repaired immediately so as not to be unsightly when viewed from outside the section;
- 19.6. Garage doors should be kept closed except for when entering or exiting a unit;
- 19.7. No washing or laundry or any other items, such as rugs, shall hang on any part of the buildings or the common property so as to be visible from outside the building or from any other sections;
- 19.8. Residents are required to routinely inspect and clear any creeper, tree or plant that might interfere with the function or damage the down-pipes and gutters;
- 19.9. No boxes, ladders, wardrobes, cupboards, or refrigerators may be stored in the exclusive use areas in a position where they will be visible to other residents, except for garden furniture.

## 20. Internal additions, alterations to, or maintenance of a section

- 20.1. The owner or resident of a section shall at all times, at his own expense, maintain his section in clean, good, habitable and hygienic condition and shall furthermore be responsible at his own expense for:
- a) Interior painting, repair and maintenance including doors;
  - b) Remedying blocked sewers;
  - c) Remedying water pipes in the section;
  - d) Remedying excessive water overflow of any equipment or installation in the section, including garages and wendy-houses;
- 20.2. Should an owner fail to maintain or repair his section in a state of good repair as requested by the Sectional Titles Act, and any such failure persists for a period of 30 days after written notice to maintain and repair has been given by the Trustees, the Body Corporate shall be entitled to remedy that owner's failure and recover the cost thereof from that owner;
- 20.3. The owner of a unit must obtain the prior written consent of the Trustees to demolish any internal wall in his section:
- i. Building plans by a registered architect or structural engineer must be submitted, accompanied by a certificate stating that the removal of such wall will not compromise the structural integrity of the building;
  - ii. All work must be completed within 3 months of commencement thereof;
- 20.4. The owner of a unit must ensure that:
- i. A list of all contractors and their employees who are to be allowed on the premises must be given to the Trustees and Managing Agents prior to work commencing;
  - ii. Any contractor employed by him meets all legal requirements and regulations, including but not limited to the Occupational Health and Safety Act;
  - iii. Contractors must obey the road signs and only park immediately in front of the section;
  - iv. The building contractor must employ a full-time responsible foreman on the site during all times that work is in progress;
  - v. It is the owner's responsibility to inform the contractor of the Conduct Rules;
  - vi. Should any contractor contravene these Rules, the Trustees shall have the authority to refuse such Contractor entry to the scheme until such time as the owner has provided proof that the contractor has been provided with such Rules and the Contractor has undertaken to abide by the Rules;
- 20.5. Should any addition/alteration affect the contribution quota of the section, the owner shall, at his own expense, prior to commencement of work, obtain and provide as proof to the Trustees:
- i. Approval, as required by the Act, which must first be obtained and lodged with the Deeds Office, together with a new contribution quota schedule;
  - ii. Building and sectional plans must be drawn by a qualified registered professional, lodged and approved with the local authority and Surveyor General;
- 20.6. No building rubble may remain on any part of the common property after the end of the day and must be completely removed from the Sherbrooke property at the end of each working day.
- If this is not done, the Trustees will arrange for this to be done at the unit-owner's expense;
- 20.7. Care must be taken when transporting building material or rubble over any portion of the common property, and any dust or mess created must be cleaned up immediately;
- 20.8. All work, but particularly plumbing and electrical work, must be done only by suitably qualified, and where applicable, licensed or registered workmen and contractors as verified and approved by the Trustees;
- 20.9. Residents must ensure that no oil, grease and the like are flushed down toilets or washed down wastepipes; and toilet deodorizers should rather be placed in the cistern to prevent blockages;
- 20.10. Owners must ensure that drip trays are placed below the geyser;
- Absence of a drip-tray will void any collateral/resultant damage claims from the Insurance and repairs will be for the cost of the owner;
- 20.11. Building and/or renovating shall **ONLY** take place on the following days and between the following time:
- Mondays to Fridays: 08h00 to 17h00
  - Saturdays: 08h00 to 13h00

## 21. Creation of Exclusive Use Areas in terms of Section 10(8) of the Sectional Title Schemes Management Act

**Please refer to:**

- **The Plan to Scale of Exclusive Use Areas annexed as "A" to these rules; and**
- **The Schedule of allocation of Exclusive Use Areas to units at the scheme annexed as "B" to these rules**

The garden areas adjacent to or around each section at Sherbrooke are hereby created as an Exclusive Use Area in terms of section 10(8) of the Sectional Titles Schemes Management Act.

It is recorded that the holders of the Exclusive Use Rights as designated on the attached plan annexed "A", and shown on the attached schedule annexed "B", shall use and enjoy such areas of common property as residential gardens for personal use only, to the exclusion of all other members of the Body Corporate, subject to the following conditions:

- 21.1. Such exclusive use gardens will be deemed to fulfill ALL the requirements of registered section 27 exclusive use areas for the purposes of the Sectional Titles Act and the purposes of the Sectional Titles Schemes Management Act except that, because of their very nature, the areas are not deemed to be a right to urban immovable property but personal rights enforceable against members of the Body Corporate only;
- 21.2. The holders of the exclusive use rights to the gardens shall be wholly responsible for all maintenance and repairs which may be required to the gardens at any time; and
- 21.3. The holders of the exclusive use rights shall be responsible for the maintenance and upkeep of any structures placed thereon, as well as the costs relating to obtaining adequate insurance by the Body Corporate for such structure/s, however should a structure be placed on the exclusive use areas with the prior consent of the members of the Body Corporate in terms of the Management Rules, the responsibility of notifying the Trustees/Managing Agents to insure the structure rests with the unit-owner;
- 21.4. The following additions/alterations requires prior written permission from the Trustees and in giving such consent, the Trustees may impose conditions as to the nature, type, size, colour, extent, position, repair and maintenance thereof, with consideration to the harmonious appearance of the scheme, and the cost of these structures and future maintenance and repairs will be for the cost of the owner (including his successors-in-title):
  - a) Installation or changes of/to a patio, pergola, roof, or shade-netting
  - b) Installation or changes of/to awnings, blinds or sunshade;
  - c) Installation or change of/to exterior burglar proofing;
  - d) Installation or change of/to pillars and beams;
  - e) Installation or extension of garden boundary walls;
  - f) Installation of DSTV/satellite/television aerials;
  - g) Installation of wall mounted basins, hose reels and wash lines;
  - h) Enclosure or extension of patios;
  - i) Carports, paving, driveways, gates and wendy-houses.

## 22. Garden Maintenance

- 22.1. The Body Corporate is NOT responsible for landscaping the exclusive use gardens ;
- 22.2. Exclusive use gardens must be kept neat at all times;
- 22.3. The owner and resident of any section shall be responsible to contain creepers, trees, and other plants growing in his Exclusive User Garden, at his own expense;
- 22.4. No creeper, tree or plant in an exclusive use garden shall be allowed to grow in such a manner as to cause or tend to cause any damage to any portion of the section, adjoining sections, or the common property, including but not limited to carports, downpipes and gutters, fascia boards, electric fencing, plumbing, roof tiles and/or walls;

- Should any creeper, tree or plant in an exclusive use garden grow onto an adjoining section or common property, the owner and resident shall be obliged to control the creeper, tree or plant to the satisfaction of the adjoining owner or Trustees or remove it altogether, at their own expense;
- 22.5. Garden tools and other equipment may not be kept in any place where they will be in view from other units or on any portion of the common property;
- 22.6. All trees on the common property, excluding the trees in the exclusive use gardens, will be maintained by the garden service provided by the Body Corporate. Any planting of shrubs and trees on common property requires the permission of the Trustees in writing;
- 22.7. **NO** thorn trees may be planted anywhere in the scheme;
- 22.8. Owners and residents are encouraged to plant trees, shrubs or plants that:
- a) Observes local authority restrictions;
  - b) Are indigenous;
  - c) Are water-wise;
  - d) Do not have invasive roots, and;
  - e) Will not cause damage to any part of the section, plumbing or garden boundary walks or any other structure in the future, including the blocking of water drains and sewers;
- 22.9. Owners and residents may request a list of suggested trees from Admin.

### 23. Driveways, Carports, Garages, and Wendy-houses

- 23.1. Residents should obtain prior written consent from the Trustees before erecting any carport. In giving their consent the Trustees may impose conditions which will include but not be limited to compliance with the harmonious appearance of the scheme;
- 23.2. Residents should be mindful when using carport lights. The lights should be switched off at night to avoid being a disturbance;
- 23.3. Residents and/or their employees should not hang their laundry in the driveway;
- 23.4. Residents should keep their driveways neat and rubble free and may not store any item on the driveway in a position that will be visible from to other residents, except for their vehicles and the wendy-house;
- 23.5. Garages are to be used solely for parking of residents' vehicles;
- 23.6. Wendy-houses may be installed subject to the prior written consent of the Trustees and subject to the following conditions and any other reasonable condition that the Trustees see fit to impose:
- a) The structure is not for residential purposes;
  - b) The structure will be installed at the end of the driveway;
  - c) The roofs will be maintained in the colour of the scheme to ensure a harmonious appearance;
  - d) The structure will be treated annually with creosote and will be kept free from ants, termites, wood boring insects and other pests;
  - e) The structure will appear neat and tidy when viewed from the outside and will be maintained at the owner's expense;
  - f) The structure needs to allow enough space for a galley for water to clear off and not cause damp on the garden boundary wall;
  - g) The structure must be free-standing and is not allowed to be fixed to the section or boundary walls.

### 24. Generators and Gas Equipment

- 24.1. The installation and use of generators at Sherbrooke is **STRICTLY** prohibited;
- 24.2. Should an owner or resident wish to install a gas geyser, the prior written consent of the Trustees is required;
- 24.3. Should an owner or resident which to install a gas stove/over, the prior written consent of the Trustees is required.

## 25. Air-conditioning Units

- 25.1. Owners or Residents who wish to install an air-conditioning unit shall only, with the prior written consent of the Trustees, install such air-conditioning unit subject to the following conditions and/or any other reasonable condition that the Trustees may impose:
- a) Only split-type air conditioning units will be permitted;
  - b) The installation must be done by a reputable company;
  - c) The air-conditioner must be installed on the outside of the building in such a manner as to be as unobtrusive and invisible as possible;
  - d) The noise-level of the air-conditioner must be minimal and rubber padding must be installed to keep noise to the minimum;
  - e) The air-conditioner will accede to the property and become a fixture, which may not be removed when the owner/resident vacates the property;
  - f) The air-conditioner must be kept in working order and to manufacturers standards by the unit-owner at all times;
  - g) The electrical supply to the air-conditioning unit must be connected directly to the section's DB board and all electrical work must be issued with a Certifical of Compliance (CoC);
- 25.2. The Body Corporate takes no responsibility whatsoever for the maintenance, repair or insurance of any air-conditioners installed at the building notwithstanding that such air-conditioners are on common property and each unit-owner is responsible for the maintenance, repair and insurance of the air-conditioner that services his section;

## 26. Solar Panels

- 26.1. Solar panels may be installed strictly subject to the prior written consent of the Trustees having been obtained subject to the following conditions and any other reasonable condition that the Trustees may see fit to impose:
- a) The installation of the panels must be done by a reputable company;
  - b) Should the roofs of the building be under warranty for waterproofing or any other reason whatsoever, the installation of the solar panels must be done in conjunction with the roof contractor to ensure that the warranty to the roof is not affected in any way;
  - c) Should any damage of whatsoever nature occur to the roof tiles of the building, the cost of repairs will be for the unit-owner's own cost and account;
  - d) Roof panels **ONLY** may be installed on the roof of the building and not the geyser;
- 26.2. Any roof leakages that occur as a direct or indirect result of the installation of the solar panels will be repaired by the Body Corporate, but will be for the unit-owner's account and will be debited to the levy account and collected in the normal manner, irrespective of whether the unit-owner installed the solar panels himself or whether a predecessor of the current unit-owner installed the solar panels.

## 27. Jacuzzis and Ponds

- 27.1. An owner wishing to construct a Jacuzzi or pond within his unit must obtain prior written consent from the Trustees. Approval of such a construction shall be subject to the following terms and conditions:
- a) The shape, size, depth and location of the construction must be declared and approved prior to construction;
  - b) The construction shall be in accordance with the requirements and consent of the local authority;
  - c) The construction and future maintenance and repairs will be for the sole cost of the owner;
  - d) The construction shall have proper filtration systems and no water shall be permitted onto the common property;

- e) The construction shall adhere to normal building times;
  - f) The construction rubble shall be removed at completion at the owner's expense;
  - g) An undertaking that reasonable steps will be taken when letting water to prevent the flow of water from damaging any property;
  - h) After deconstruction the area will be returned to a reasonable standard that conforms aesthetically at the owner's expense;
- 27.2. The use of the Jacuzzi or pond shall not create a nuisance to other residents;
- 27.3. The owner consents to an additional water levy, determined by the Trustees, which will be billed and payable with the levies;
- 27.4. The owner indemnifies the Body Corporate, its Trustees, agents, contractors and employees against any claims whatsoever nature which may arise from the construction, and in particular, but without detracting from the generality of the foregoing, the use, emptying or defects of the Jacuzzi or pond;
- 27.5. The owner shall maintain a personal public liability insurance policy;
- 27.6. The owner shall inform the Body Corporate of the cost of construction and the section's levies will be adjusted with an increased insurance premium reflecting the cost of the construction.

## **28. Eradication of pests**

- 28.1. An owner and resident must keep his section free of ants, cockroaches, rodents and/or other potential disease-carrying animals and insects as well as wood destroying insects. He shall permit the Trustees, Managing Agent and their duly authorized agent and employees, to enter his section for the purpose of inspecting the section and taking any action as may be required to eradicate any such pests. The cost of inspection/eradicating any such pests as may be found within a section shall be borne by the owner of the section;
- 28.2. Every owner and resident shall ensure that nothing is done to attract pests of any sort to the complex.

## **29. Plumbing**

- 29.1. Owners and residents should take care with what is flushed down toilets or washed down wastepipes as not to cause any blockages;
- 29.2. The cost of clearing blocked pipes, whether sewer or waste pipes will be borne by the residents who caused the blockage and where two or more units share the pipes jointly, the cost will be split between the shared sections.

## **30. Storage of flammable and other dangerous material**

- 30.1. Residents shall not store any flammable material on the common property or in the section they occupy, or do or permit or allow to be done any other dangerous act in the building or on the common property, which will or may increase the rate of the premium payable by the body corporate on any insurance policy;
- 30.2. A resident of a section shall not discharge, or allow to be discharged, any firearm (as determined by the Act on Arms and Ammunition) in any section or in any part of the common property unless loss of his life may result from failure to do so. In such event, a detailed report is to be handed to the Trustees for evaluation;
- 30.3. A resident of a section shall not carry a firearm on the common property in such a manner as to be visible to other persons;
- 30.4. Legislation in respect of Arms and Ammunition is to be strictly adhered to at all times;
- 30.5. A resident of a section shall not tamper with nor have any works or repairs done to any electrical supply or apparatus that serves the common property. Any electrical faults on the common property must be reported to Admin;

- 30.6. A resident of a section shall not tamper with or allow to be tampered with any firefighting equipment on the common property;
- 30.7. No fire extinguisher, fire hose or similar device on the common property must be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, garden or any other unauthorized purposes;
- 30.8. It is strongly recommended that all owners or residents of a section acquire and keep in an accessible place in their unit a fire extinguisher.

### **31. Waste management**

- 31.1. The resident of each section must have his own dustbin;
- 31.2. Household refuse must always be wrapped according to municipal regulations e.g. broken glass must be wrapped in a double layer of newspaper before being placed in a bag, and liquids such as cooking oil must be sealed in plastic containers before being disposed of in the refuse bin;
- 31.3. Sanitary items, tampons, wet wipes and nappies must not be flushed through the sewerage systems. Such items are to be placed in plastic bags and sealed before being placed in the refuse bins;
- 31.4. No refuse, scrap metal, wood and the like shall be stored on the common property;
- 31.5. Both building rubble and rubbish resulting from renovations or moving must be removed from the premises by the resident concerned at his own cost, as this type of rubbish will not be permitted to be deposited anywhere on the common property at any time or placed in the rubbish bin and removed by the municipality;
- 31.6. Large volumes of garden refuse shall not be included with normal household refuse for disposal and must be removed from the premises by the resident concerned at his own cost;
- 31.7. Residents are encouraged to use the Recycle bins according to their marked intended use;
- 31.8. Residents and their children and visitors/contractors are not to litter anywhere on the common property or any section, this includes, but are not limited to, refuse, cigarette butts, food scraps, empty containers, wrappers, etc., please dispose of these items in the nearest bin.

### **32. Estate Agents**

- 32.1. The owner of the unit being marketed for sale must ensure that any estate agents marketing his unit in the scheme for sale must provide a prospective purchaser with a copy of the Conduct Rules;
- 32.2. Advertising, marketing and estate agent boards are only allowed on the premises or the sidewalk on the date on which any section is on show and these boards must be removed by no later than 18h00 that day;
- 32.3. Should an owner of a unit wish to sell his unit by auction, and want to hold the auction at the building, it is a requirement that the prior written consent of the Trustees to hold the auction at the building is obtained.

### **33. Letting of units**

- 33.1. The owner of a unit must advise the Trustees and the Managing Agent if he lets out his unit, and further provide the names of the lessee, number of occupants and the period of the lease;
- 33.2. Such agreement to also preclude any sub-letting or permanent sleeping arrangements other than in the bedroom's and to limit the maximum number of permanent occupants to two persons per bedroom;
- 33.3. All persons granted rights of occupation to a section shall be obliged to fully comply with these Conduct Rules notwithstanding any provision to the contrary that may be contained in any lease or any grant of rights of occupancy;

- 33.4. No letting or parting with occupation shall in any way release the owner from any of her obligations to the Body Corporate in terms of the Rules and/or in terms of the Act;
- 33.5. As a condition of letting, the owner must secure from the lessee, or the person to whom occupation is given, a written undertaking that such lessee or person must duly observe all regulations and conditions contained in the Rules and in the Act;
- 33.6. No unit may be let by any owner or occupier for a period of less than 3 months at a time. No "Air B&B" or similar leasing/bed and breakfast/hotel/serviced apartment arrangements or scheme must be permitted unless the prior written consent of every member of the scheme in terms of section 13(q) of the Act is obtained;
- 33.7. Owners must ensure that the letting agent who is given the mandate to lease his unit is given a copy of these Conduct Rules and informed that in the event of the tenant not being made aware of the content of the Rules and the necessity to adhere to ALL the Rules, fines will be issued and/or legal action will be taken may occupy the section;
- 33.8. Owners will be held liable for the conduct of their tenants and their tenants' agents, contractors, families, friends and employees. Any fines and/or costs incurred by the Body Corporate as a result of these Conduct Rules being breached by a tenant or their visitors will be levied on the unit-owners' levy statement and it will be the responsibility of the unit-owner to recover their costs from their tenants.

#### **34. Selling of units**

- 34.1. The owner of a unit must advise the Trustees when he is listing his unit for sale, and further provide the names of the Estate Agents;
- 34.2. The owner shall advise the Trustees of the name and address of the purchaser, the date on which the owner expects to vacate his section and when the new owner will take possession of the section and name and contact details of the transferring attorney;
- 34.3. Owners must ensure that the selling agent who is given the mandate to sell his unit is given a copy of these Conduct Rules and informed that in the event of the new owner not being made aware of the content of the Rules and the necessity to adhere to ALL the Rules, fines will be issued and/or legal action will be taken may occupy the section;
- 34.4. The owner and Estate Agent shall inform the purchaser that occupancy of any section precludes sleeping arrangements other than in the bedroom's and to limit the maximum number of permanent occupants to two persons per bedroom;
- 34.5. Clearance Certificates required to enable the transfer of the section will only be issued when all requirements in terms of the Act have been fully complied with;
- 34.6. Where a delay in transfer of a section occurs, the levies, as set out in Rule 37, will remain applicable;
- 34.7. The reconciliation of the account regarding levies, charges and services is the responsibility of the conveyance/transfer attorney. As the Body Corporate nor its Managing Agents are party to the agreement between the seller and the purchaser, neither of the aforementioned parties accept any responsibility for the reconciliation and are not authorized to permit any relaxation in the amounts due to the Body Corporate. The Managing Agent shall assist with providing details on all amounts reflected on the account to assist with reconciliation;
- 34.8. The owner is encouraged to provide the purchaser with Admin contact details to arrange for access control, alterations, deliveries, pet applications and remotes prior to occupancy;
- 34.9. Access control remotes should be returned to Admin or Security prior to vacating the premises the last time.

#### **35. Deliveries and removals**

- 35.1. Owners shall submit relevant documentation to Admin and inform the Trustees of the date and time they expect delivery/removal trucks at the scheme, prior to the trucks arriving;
- 35.2. No truck weighing more than 4 tons will be allowed within the scheme;
- 35.3. Owners or residents shall ensure that they are present when delivery/removal takes place;

- 35.4. Any loss or damages to the common property, entrance or exit gates, paving or tar roads will be for the owner's account, whether the owner or resident was present or not;
- 35.5. Upon exiting, the gate attendants may undertake a search of the person or vehicle;
- 35.6. Failure to comply with these rules may result in egress from or future access to the premises denied.

### 36. The imposition of fines by the Trustees for the transgression of these Conduct Rules

These rules will act as the first warning.

Owners need to ensure that all members of their families, friends, tenants, visitors and their agents, contractors and employees are made aware of and abide strictly by these rules.

- 36.1. The Trustees have the express right to impose fines on transgressors where any of the rules and regulations contained in the rules is broken. Such fines will be included in and form part of the monthly levy statement, failing payment of such fines the Trustees reserves the right to take further action;
- 36.2. The Trustees shall have the power to determine the amount of each fine at their sole discretion, subject to the Trustees applying their minds to the extent of the fine reasonably commensurate with the nature, extent and seriousness of the contravention of the Conduct Rule breached;
- 36.3. The procedure to be followed before a fine can be imposed is as follows:
  - i. A warning will be given to the resident placing him on terms and requiring him to stop contravening the Rule in question or to act positively in complying with the Rule in question (the time period given in which to stop the contravention depends on the nature and extent of the contravention);
- 36.4. The decision to impose the fine or penalty shall be taken by the Trustees after consultation with each other;
- 36.5. Should the resident concerned dispute the fine being imposed:
  - i. if the resident is also the owner of the unit he/she shall have the right to attend a Trustee meeting upon prior written request to the Trustees to discuss the matter with the Trustees and the Trustees must consider the owner/s submissions and make a decision to retain the fine or not;
  - ii. if the resident is the lessee of the owner of the unit or another person occupying the section, then such person **with** the owner, shall have the right to attend a Trustee meeting upon prior written request to the Trustees to discuss the matter with the Trustees, and the Trustees must consider such person and the owner/s submissions and make a decision to retain the fine or not;
- 36.6. In the event that the owner does not agree with the Trustees decision he is at liberty to make use of the internal dispute resolution procedure as set out below before approaching the Sectional Title Ombud in terms of the Community Services Ombud Services Act 9 of 2011.

### 37. Levy payments

- 37.1. Levies are payable monthly IN ADVANCE on the 1<sup>st</sup> (first) day of every month levy in accordance with the levy statement sent out by the Managing Agent;
- 37.2. Levies that are not paid or not paid in full each and every month will result in interest being charged on an annual basis, which is compounded monthly;
- 37.3. Owners that fail to pay their levies and or amounts shown as due and owing on their levy statements, or fall into arrears, will have legal action taken against them;
- 37.4. Payment of levies is a statutory obligation and owners shall not threaten or hold the levies to ransom in exchange for or as a result of any right or complaint the owner might have against the Body Corporate, Trustees or service provider relating to his unit or the common property;

- 37.5. An owner shall **not** be entitled to any compensation/refund/or offset against their levies from the Body Corporate for any additions and improvements effected by him to any of the common property;
- 37.6. Any costs incurred by the Body Corporate in the collection of levies or the payment thereof by the residents will be recovered from the owner, including but not limited to bank charges on cash payments, debt collection and legal consultations;
- 37.7. Any costs incurred by the Body Corporate in lieu of damages as a result of non-compliance to these Rules will be added to the unit-owners' levies and will be the unit-owners' responsibility to recover from their tenants.

### **38. Internal dispute resolution procedure**

- 38.1. Should a resident have a dispute with, or a complaint against another resident or an owner of a section in the scheme arising out of or connected with these Conduct Rules, the Act or the Management Rules, the resident or owner concerned should in the first instance make a genuine attempt to resolve the matter between him or herself and the other resident and/or owner, in an amicable, courteous and respectful manner;
- 38.2. In the event that the parties to the dispute are unable, for whatever reason to resolve the dispute between themselves, either one or both of them may refer the matter to the Trustees in writing, accompanied with an affidavit, and request the Trustees to attempt to resolve the matter by mediation;
- 38.3. No verbal, telephonic or texts via social media accounts (FB/Whatsapp) complaints will be entertained or dealt with by the Trustees;
- 38.4. The Trustees shall meet with both/all parties within 14 days of the matter being referred to them, or as soon thereafter as possible, in order to attempt to resolve the matter between the parties concerned;
- 38.5. Minutes must be kept of the meeting held with the purpose of attempting to resolve the matter;
- 38.6. Should the matter not be capable of resolution by the mediation meeting referred to above for whatever reason (even if such reason is that one of the parties, or both, fail to attend the meeting), either party to the dispute may approach the Ombud for relief in terms of the Community Schemes Ombud Services Act 9 of 2011;
- 38.7. Once referred to CSOS, the parties shall be bound by the procedure prescribed by the CSOS Act and its regulations.

### **39. Disclaimer and Indemnity**

Unit-owners and residents of Sherbrooke hereby acknowledge that the Body Corporate, its Managing Agent, Trustees, Employees, representatives and agents shall not be held liable for any bodily injury, death, loss or damage to property, howsoever arising, whether due to the negligence of the Body Corporate, its Managing Agent, Trustees, Employees, representatives and agents or any other cause whatsoever and such owners and residents hereby indemnify the Body Corporate, its Managing Agent, Trustees, Employees, representatives and agents against any claims, costs or expenses arising out of such death, injury or loss of, or damage to property;

The owners and or residents use of the common property at the scheme is entirely at their own risk at all times.

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