

## **CONDUCT RULES**

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## 1. DEFINITIONS

In the Conduct Rules and unless the context indicates otherwise the following words and expressions shall have the following meanings:

- 1.1. **"authorised representative"** means a person authorised to act as the representative of any natural person, body corporate, company or an association of persons as the case may be;
- 1.2. **"chairman"** means the chairman for the time being of the board of trustees appointed in terms of PRESCRIBED MANAGEMENT RULE 18;
- 1.3. **"body corporate"** means the legal entity that exists to manage and control the common property, made up of all owners of units in the scheme known as MARBERIUS BODY CORPORATE;
- 1.4. **"common property"** means the all (fixed) parts of the scheme and which every owner co-owns and which are not SECTIONS;
- 1.5. **"unit"** means a SECTION together with its UNDIVIDED SHARE in common property apportioned to that section in accordance with the quota of the section;
- 1.6. **"section"** means the physical part of the SCHEME which is the separate and private property of the registered owner;
- 1.7. **"member"** means the registered owner of a unit in the scheme who becomes an involuntary member of the association of owners, known as MARBERIUS BODY CORPORATE;
- 1.8. **"trustee"** means a trustee appointed by the members and includes an alternate trustee;
- 1.9. **"person"** means a natural person, juristic person and includes a close corporation, company, trust or an association of persons, as the case may be;
- 1.10. **"registered owner"** means a registered owner of a sectional title unit as registered in the relevant Deeds Office;
- 1.11. **"managing agent"** means the person appointed by the trustees of MARBERIUS BODY CORPORATE;
- 1.12. **"Sectional Titles Act"** means the Sectional Titles Act No 95 of 1986 and an amendment or modification thereof or substitution thereof from time to time.

## 2. INTERPRETATION

- 2.1 The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- 2.2 Unless the context clearly indicates a contrary intention:
  - 2.2.1 the singular shall include the plural and vice versa;
  - 2.2.2 a reference to any one gender shall include the other gender; and
  - 2.2.3 a reference to natural person included juristic person, trusts and partnerships and vice versa.
- 2.3 Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such word an expression in such Rule.
- 2.4 Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986, shall in all Conduct Rules bear in meaning that has been assigned to them, unless inconsistent with the context.

## 3. APPLICABILITY

- 3.1 It shall be the duty of an owner of a section to ensure his family members, visitors, employees and contractors and the tenant or occupier of his section, and his family members, visitors, employees and contractors comply with the Conduct Rules.
- 3.2 Should any damages be caused by or penalties (fines) be imposed on any of the persons, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules.
- 3.3 Damages, penalties (fines), legal costs and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable owners levy statement and shall bear interest as a levy debt and shall be recovered as a levy.

## 4. ANIMALS, REPTILES AND BIRDS

- 4.1 An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not be unreasonably withheld, keep any animal, reptile or bird in a section or on the common property.
- 4.2 When granting such approval, the trustees may prescribe any reasonable condition.
- 4.3 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).

## 5. REFUSE DISPOSAL

An owner or occupier of a section shall:

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

- 5.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 5.3. for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees; and
- 5.4. when the refuse has been collected, promptly return such receptacle to the section or other area referred to in paragraph 5.2.

## 6. VEHICLES

- 6.1 No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
- 6.2 The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked and standing or abandoned on the common property without the trustees consent.
- 6.3 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- 6.4 No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- 6.5 An owners or occupier must adhere to the parking bay schedule as indicated below.

UNIT NUMBER	PARKING BAY NUMBER
1	1
2	2
3	Open parking
4	4
5	5
6	6
7	10
8	9
9	3
10	Open parking
11	12
12	8
13	7
14	11

## 7. DAMAGE, ALTERNATION OR ADDITIONS TO THE COMMON PROPERTY

- 7.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the trustee.
- 7.2 Notwithstanding sub-rule (1), an owner or person authorised by him, may install-

- (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
- (b) any screen or other device to prevent the entry of animals or insects:

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

8. APPEARANCE FROM THE OUTSIDE

The owner or occupier of a section used for residential purpose shall not place or do anything on any part of the common property, including balconies, patios, steps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

9. SIGNS AND NOTICES

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

10. LITTERING

An owner or occupier of a section shall not deposit, throw, permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, food scraps or any other litter whatsoever.

11. LAUNDRY

An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

12. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not store any material, 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.

13. LETTING OF UNITS

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

14. ERADICATION OF PESTS

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

15. VISITORS OF AN OWNER OR OCCUPIER

The owner or occupier shall use his/her best endeavours to ensure his visitors at all times comply with the provisions of these Rules, including, but not limited to:

- 15.1 bringing to the attention of such visitors the relevant provisions of these Rules;
- 15.2 requesting any person who is in breach of the provisions of this Lease and/or the Rules to immediately remedy such breach; and
- 15.3 refusing to allow persons who have previously breached this Lease and/or the Rules access to the premises if they are likely to commit another breach.

16. NOISE

- 16.1 An owner or occupier of a section shall not create any noise in a section or on the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another section or of any person lawfully using the common property.
- 16.2 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
- 16.3 No firearms may be discharged in a section or any part of the common property, except under such circumstances than would reasonably justify the use of a firearm for self-defence and related purposes.

17. DRESS CODE FOR THE COMMON AREAS

- 17.1 Owners and occupiers, including their guests, are required to be appropriately attired on the common property.
- 17.2 Inappropriate attire includes, but is not limited to:
  - 17.2.1 sleepwear and gowns;
  - 17.2.2 slippers;
  - 17.2.3 being barefoot; and
  - 17.2.4 any clothing with offensive or profane language.

18. SMOKING

- 18.1 An owner or occupier of a section must not smoke nor allow smoking on the common property.
- 18.2 Without limiting paragraph 18.1, an owner or occupier of a section must not allow any invitee to smoke on the common property.

19. OCCUPATION AND RELOCATION

- 19.1 An owner or occupier shall be responsible for ensuring and supervising that the staff and contractors do not damage any part of the common property when occupying a unit.
- 19.2 An owner or occupier shall ensure that all packaging material, including but not limited to, boxes are not placed in the refuse area / or bin and are removed from the common property



- 19.3 Should any damages be caused, the owner or occupier of the particular section shall be strictly liable to pay for the damages.

20. EMPLOYEES

- 20.1 An owner or occupier of a section may not request the employees of Marberius Body Corporate to perform any private task for them during their working hours.
- 20.2 Owners or occupiers may not interfere with body corporate employees in the performance of their duties and must give their full co-operation to such employees.
- 20.3 An owner or occupier shall be responsible for the conduct of their own employees.
- 20.4 An owner, lessee or occupier shall ensure that his or her employees do not loiter on the common property.
- 20.5 An owner or occupier shall ensure that his or her employees do not receive guests on the common property.

21. INSURANCE

- 21.1 All buildings, walls and other improvements (includes the Dwellings, Garages & all standard fixtures, fittings & floor coverings in each section) are covered under the Insurance Policy arranged by the MARBERIUS BODY CORPORATE. The premium is met out of the levy payable by owners.
- 21.2 All claims relating to sections are to be reported to the managing agent who will forward all relevant claim forms for completion and submission to the Insurers.
- 21.3 Should the body corporate be liable for an insurance excess relating to damages that have arisen inside a section or on or in any related exclusive use area, the owner in question will be responsible for payment of such excess. Similarly, if the excess arises from damage to common property caused by an owner, tenant or guest, the owner concerned will be responsible for the excess.

22. SECURITY, SAFETY AND RISK

- 22.1 Owners and occupiers of sections must at all times ensure that the security and safety of other occupants and their property are preserved, and in particular must:
- 22.1.1 handle their access controls responsibly;
- 22.1.2 comply with any security measures and directives imposed from time to time by the trustees.
- 22.2 All persons on the common property are there and do so entirely at their own risk and no person shall have any claim against the body corporate of whatsoever nature arising neither from such use, nor for anything which may befall any person during the course of such use, whether caused by human agency, natural phenomena or otherwise.
- 22.3 The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property, directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.

- 22.3 The body corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property. Delivery personnel shall not be allowed beyond the reception area. An owner or occupier must receive and sign for a delivery in person.

23. INTERNAL ALTERATIONS

- 23.1 In addition to any other relevant provision, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings:
- 23.1.1 An application to proceed with specifications, time frame, and sketch plan of the proposed alterations must be submitted to the trustees, to obtain their consent to proceed.
  - 23.1.2 The trustees shall, within 14 (fourteen) days, convey their consent to proceed, with or without conditions and or directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may not proceed with the work without such consent.
  - 23.1.3 A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.
  - 23.1.4 The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case may be) for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising there from.
  - 23.1.5 The electricity supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
  - 23.1.6 Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 09h00 to 17h00.
  - 23.1.7 Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupants and must be concluded as expeditiously as possible, within the time frame specified, if any.
  - 23.1.8 Any deposit payable in terms of this Rule shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the trustees.
- 23.2 The owner must ensure that his or her workmen and contractor comply with the relevant provisions of this Rule.
- 23.3 If any work done by or on behalf of an owner in pursuance of the provisions of this Rules results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.

24. COMPLAINTS

All complaints must be in writing and submitted to the Trustees or the Managing Agent.

25. IMPOSITION OF PENALTIES

- 25.1 If the conduct of an owner or an occupier of a section or his visitors constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Conduct Rule, the trustees may furnish the owner and occupier (if applicable) with a



written notice which may in the discretion of the trustees be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the owner must be warned that if he or his occupier or visitor persists in such conduct or contravention, a fine will be imposed on him.

- 25.2 If the owner, occupier or visitor nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting of trustees to discuss the matter and to impose a fine.
- 25.3 A written notice by which he is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier (if applicable) at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier (if applicable) must be given the opportunity to present his case, but except in so far as may be permitted by the chairperson, he may not participate in the affairs of or voting at the meeting.
- 25.4 After the owner or occupier has been given the opportunity to present his case, the Trustees may by way of a special Trustees' resolution (75% of the Trustees present at the meeting with a minimum of four Trustees), impose upon the Owner an *initial penalty* for the first offence and a *subsequent penalty* for every identical offence thereafter.
- 25.5 Any fine imposed in terms of sub-rule 25.4, may if it is not paid within 14 (fourteen) days after the owner has been notified of the imposition of the fine, be added to the owner's levy account and claimed and recovered by the body corporate as part of the monthly levy payable by the owner, subject to interest at the rate applicable to levies, and subject to the recovery of attorney and own client costs and expenses, as in the case of levies.
- 25.6 The trustees may, from time to time, determine the amount of the *initial* and *subsequent* penalties.
- 25.7 Notwithstanding sub-rules 25.1 to 25.6, in suitable circumstances the trustees may apply to a Court having jurisdiction, for an order or interdict if an owner or occupier contravenes, breaches, disobeys or disregards these Rules.

## 26. ARBITRATION

The same arbitrator as appointed in terms of the Management Rules and any amendments thereto, shall arbitrate under the same circumstances and on the same conditions as set out in such rules in regard to any dispute that may exist between owners of sections in regard to these Conduct Rules.