

**BODY CORPORATE  
VILLA PELUZZI  
  
CONDUCT RULES**

*The following certifies that these are the rules for inclusion in Annex 9 (Section 35 (2) (b) which were duly submitted at a General Meeting of the Body Corporate known as the "The Body Corporate, Villa Peluzzi", held on the 28th day of July 2005, and adopted by a special resolution of the members thereof in substitution for the rules contained in Annex 9 of the Sectional Titles Act, No 95 of 1986, as amended.*

# **RULES FOR THE CONTROL AND MANAGEMENT OF THE BUILDING KNOWN AS THE BODY CORPORATE VILLA PELUZZI**

## **CONDUCT RULES –**

### **1. DEFINITION**

#### **1.1 GENERAL**

Words importing singular number only shall include the plural, and the converse shall also apply. Words importing the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders. Words importing 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.

#### **1.2 THE SECTIONAL TITLE ACTS**

The Sectional Title Acts of 1986 and any amendments thereto.

#### **1.3 THE BODY CORPORATE**

The Body Corporate as defined in the Sectional Titles Act (including VILLA PELUZZI buildings and property).

#### **1.4 THE BOARD OF TRUSTEES**

Those owners and landlords duly elected by a quorum of the Body Corporate at the Annual General Meeting, to serve as Trustees for the following year.

#### **1.5 EXCLUSIVE USE AREAS**

Those portions of VILLA PELUZZI which are shown on the plans as being intended for the exclusive use of the owner or tenant of that section. These areas are the patios.

#### **1.6 SECTION/UNIT**

The unit registered.

#### **1.7 COMMON PROPERTY**

The common property as shown on the Section Title Plan.

#### **1.8 OWNERS**

The registered owners of the units who are also responsible for their families, servants, invitees, tenants, residents, etc. that may be in the complex.

#### **1.9 MANAGING AGENTS**

The Managing Agents as appointed by the Trustees from time to time to administer the affairs of the Body Corporate.

#### **1.10 THE COMPLEX**

Includes the buildings and property known as VILLA PELUZZI as well as all common property.

## **2. ALTERATIONS AND ADDITIONS**

### **2.1 COMMON PROPERTY**

No person shall place, erect, alter, mark or paint any area denoted as common property, including any part of the external walls. All suggestions for enhancement of the common property must be submitted to the Board of Trustees in writing.

### **2.2 UNITS**

No decoration, addition or alteration may be put upon, built or erected on the exterior of any unit without prior written approval being obtained from the Board of Trustees.

### **2.3 TELEVISION AERIALS, SATELLITE DISHES AND OTHER CONSTRUCTIONS**

**2.3.1** Owners with satellite dishes erected on the wall on the apex of the roof at either end of the unit, as recorded by the Trustees, will be permitted to keep their satellite dishes until such a time that the unit is sold. The owner is responsible for removing any external satellite dishes prior to transfer of ownership. Should this not be performed prior to new owner moving into the unit, any external satellite dishes will be removed by the Board of Trustees and the cost thereof charged to the original owner. All other masts, aerials, etc. require prior permission from the Board of Trustees. All the above will be complied with in terms of the Sectional Titles Act.

**2.3.2** Owners are personally responsible for the insurance of the contents of their section and for the premiums thereof.

**2.3.3** Lapas / Wendy houses / Carports / Louvre decks and any other structure must be built according to the building regulation of the City of Tshwane Municipality. The application and submission process is as follows: Owner to submit a letter of application to the Board of Trustees indicating the nature and the timescale, of the improvement or structure addition. Trustees accept or reject the application (with changes and / or comments / reasons). Only then construction may commence.

**2.3.4** Alterations may change the insurance premium of the complex. Any such changes in the complex that do affect the annual insurance premium will be for the relevant owner's account.

## **3. BUSINESS ACTIVITIES**

### **3.1 BUSINESS VENTURES**

No industry, vocation or profession may be practiced as a business operated from or in any part of the property or complex without the permission of the Board of Trustees.

### **3.2 SALES**

No auctions or jumble sales may be held on the property without permission of the Board of Trustees.

### **3.3 HAWKERS**

No hawkers, beggars or charity collectors will be permitted on the complex.

### **3.4 ESTATE AGENTS BOARDS**

No estate agents boards may be placed inside the windows of the units. All estate agents boards may be erected after 12H00 on Friday, after which they must be removed before 12H00 on Monday.

**3.5** 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.

## **4. CHILDREN**

### **4.1 RULES OF CONDUCT**

Children, whether resident or visiting are subject to these rules in the same way as adults. Owners/tenants are to ensure that children under their care are aware of the rules.

### **4.2 BALL GAMES**

No games, ball or otherwise are to be played in the roadways.

### **4.3 CONTROL OF CHILDREN**

Owners, tenants and residents must supervise and control their children and their visitors' children in order to avoid damage to the common property and inconvenience to other residents. In particular, children must not tamper with other people's property, fire equipment, plants, fixtures, fittings and taps on the common property. All toys are to be removed from the common property at the end of the day. Parents will at all times be held responsible for the acts of their children and their visitors' children on the common property.

## **5. CONTRAVENTION OF LAWS**

Owners/tenants and residents shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation, statutory regulation or the conditions of any license relating to or affecting the occupation of the complex or the carrying on of business in the building or the conditions of title applicable to his/her section or any other section.

## **6. CO-OPERATION**

### **6.1 GOOD NEIGHBOURLINESS**

Whether an owner, a tenant or a resident, one remains a member of this community and has a responsibility towards one's neighbors, the buildings and the equipment of the complex. Therefore, ALL are requested to co-operate at all times and promote good neighborliness.

**6.2** No loitering on the common property.

**6.3** No hobby or other activities that may cause a disturbance to other residents are allowed. Damage caused to any communal or private property (e.g. Ball players) will be the responsibility of resident concerned.

**6.4** The abuse of any type of alcohol or any other drugs, are not allowed on the common property.

**6.5** Braai's or any other form of entertainment may be held at the units only and residents should take their neighbours in consideration.

**6.6** No loud music or noise of any nature whatsoever, is allowed on the common property

## **7. DOMESTIC EMPLOYEES**

### **7.1 IDENTIFICATION**

Owners/tenants having a domestic employee are obliged to furnish the Board of Trustees with details regarding name, ID number and days when they will be working.

### **7.2 OVERNIGHT STAY**

The owner or occupier of any section shall not house or permit to be housed a domestic worker in the building or on the premises, save with the written consent of the Trustees who, in giving such consent, may impose conditions on such housing/accommodation as they in their sole discretion deem fit.

### **7.3 ROWDINESS**

Residents must ensure that their domestic employees are not unduly rowdy at any time.

### **7.4 VISITORS**

Visitors to domestic employees will not be permitted.

## **8. ERADICATION OF PESTS**

An owner shall keep their unit free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, Managing Agents and their duly authorized agents or employees, to enter their unit from time to time for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate any such pests as may be found within the unit, which may be damaged by any such pests. The costs of this action shall be borne by the owner of the unit concerned.

## **9. FIRE PROTECTION**

### **9.1 ELECTRICITY SUPPLY**

Under no circumstances may any residents tamper with or have work done on the electrical apparatus which serves the common property. Any electrical faults detected on the common property must be reported to the Board of Trustees and Managing Agents.

### **9.2 ELECTRICAL AND GAS APPARATUS IN UNITS e.g. FANS, HEATERS, STOVES, KETTLES, LIGHTS, ETC.**

These items and other household appliances must be checked regularly and maintained by the owner/tenant and when necessary be repaired by technician. Appliances should be used under supervision and not be left on unnecessarily. After switching off at the socket, plugs should be pulled out where possible, when not in use. All plumbing and electrical work shall only be effected by qualified, and where applicable, licensed or registered workmen.

**N.B. All electrical and plumbing failure within the unit are the responsibility of the owner/tenant and not the Body Corporate.**

### **9.3 OPEN FIRES**

These are prohibited in units and common property areas other than for braai purposes and then in proper containers. They must be under close and personal supervision. Matches and lighters should be handled with care and kept out of the reach of children. It is strictly prohibited to throw cigarette or cigar stubs anywhere other than in a proper receptacle. All inflammable liquids must be kept in safe place.

### **9.4 FIRE EXTINGUISHERS**

Fire hoses are for the exclusive use of fire protection/fighting only. Any person found tampering or misusing this equipment would be liable to pay a fine of R2, 000-00 per incident. Residents are strongly advised to acquire a fire extinguisher and keep it in an easily accessible place in their unit. Owners/tenants are **NOT** covered for the contents of their units by the insurance policy taken out on the buildings and are, therefore, advised to take out suitable insurance cover.

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

## **9.6 FIRECRACKERS**

**9.6.1** The lighting of firecrackers within the confines of the complex is prohibited.

**9.6.2** People firing illegal fireworks can be fined with R5000.00 and reported to the police.

**9.6.3** Law prohibits that any person under 16 years of age may buy or play with fireworks

**9.6.4** Animals are scared of fireworks. Traumatized pets should receive tranquilizers/medical assistance on the account of the offender.

## **10. GARDENING**

### **10.1 COMMON AREAS**

People wishing to enhance the area surrounding their unit should detail these changes, in writing, to the Board of Trustees.

### **10.2 GARDEN SERVICE**

The Board of Trustees will appoint a garden service to maintain the common property and undertake grass cutting, edge trimming and maintenance of gardens in the common property. Those owners/tenants making use of the garden service must ensure the following:

- Gates must be left open on the day the garden service calls.
- All obstacles hindering the mowing of the lawn must be moved by the owner/tenant.
- Beds can be turned on request; any damage to plants will be at the owner/tenant's own risk.

**10.3** No plants, trees or shrubs on the common property be trimmed without prior written approval from the Trustees. It is recorded that certain of the flora are protected by law and that any owner or occupier interfering with or damaging, or in any other way acting in respect of such flora contrary to the provisions of the law, may be prosecuted by the Trustees or any competent authority.

**10.4** No owner or occupier shall cause to be planted in the gardens on the common property, any plants, shrubs, or trees without first obtaining the written consent of the trustees. It is specially recorded that no owner or occupier shall plant any creepers or creeping plants, or plants which have a tendency to creep, on the common property.

**10.5** The Garden or General Worker(s) employed by the body corporate may not be employed to do any private work for residents during such worker's normal working hours. Neither may any resident/tenant/owner give any instructions to such a worker(s) unless specifically authorized by the Board of Trustees.

## **11. LEVY PAYMENTS**

**11.1** All levies and other miscellaneous charges are due and payable on the first day of each month. Failure on the part of any owner of any section to ensure that payment of levy or any other amounts due to the Body Corporate is received by no later than the 7th day of the month in which it is due, may result in legal action being taken to recover any such levy or other amounts due from the owner in terms of Section 30 (2) of the Sectional Titles Act, 1971, as amended. Any monies outstanding on the 8th of the month shall bear interest at prevailing overdraft rates.

**11.2** All owners/tenants are encouraged to sign debit orders for the amounts mentioned in 11.1 above as this will facilitate prompt payment. The onus is on those owners/tenants who pay by credit transfer or direct transfer deposit to ensure that the managing agents are provided visual proof of the deposit and the details relating to the deposit. This can be done by fax or email but a telephone call is not acceptable.

**11.3** The Board of Trustees reserves the right to terminate electricity supply to any unit whose

account is in default, in which event the owner of such unit will be responsible for any reconnection fee.

**11.4** Any owner who is persistently in arrears with his levy or electricity payments shall be obliged, at the request of the Managing Agents, to lodge a deposit of an amount not exceeding one month's levy plus a two month electricity charge based on the highest consumption during the immediate twelve months.

**11.5** In addition to the above, the Board of Trustees shall have the right to:

**11.5.1** Proceed with any right the Body Corporate may have in law, for the recovery of any amount due, with costs.

**11.5.2** All deposits may, at the discretion of the Trustees, be applied to any amount outstanding but in such event the deposit shall immediately be reinstated by the relevant owner to the required amount.

**11.6** The onus remains on owners to settle all accounts – should a tenant default the month owing, this amount will be transferred to the owner's account for payment.

**11.7** Arrears letters will be charged for at a rate to be agreed upon between the managing agents and the trustees.

**11.8** Payment of levies can be made directly into the Body Corporate bank account, or to the managing agents, or by debit order.

## **12. NOISE**

**12.1** All residents of VILLA PELUZZI are requested to respect their neighbors and contain any noise within their unit.

### **12.2 HOOTING**

Hooting is not permitted within the complex.

### **12.3 TELEVISIONS, RADIOS, MUSIC CENTRES AND PARTIES**

The owner or occupier of any section shall not play or cause to permit to be played, any radio, television set, tape or other recording, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other owner or occupier, or to any other person within reason. Quiet times will be enforced from 22:00 from Sunday to Thursday and 24:00 on Fridays and Saturdays. Failing to adhere is subjected to a fine, as defined in section ENFORCEMENT OF RULES OF CONDUCT.

### **12.4 POWER TOOLS AND EQUIPMENT.**

The owner of any section shall not cause, or use, or permit to be used anywhere in the building (including his/her section) or on the common property hand or powered tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception, or which create or cause any sound or noise or smells or fumes to which

any other owners or lawful occupiers may reasonably object. No owner or occupier may store or permit to be stored any power tools and equipment and/or similar items, including work benches, worktables, in or on any part of the common property, including but not limited to the patio and balcony area of his/her section. No owner or occupier of any section shall practice or cause to be practiced in any part of the common property, including his/her exclusive use area, any hobby or activity to which other owners or occupiers may object.

### **13. OWNERS LEASING UNITS**

#### **13.1 LETTING OF UNITS**

According to the Sectional Titles Act should an owner wish to let their unit or allow any change in occupation thereof, they shall prior to doing so, advise the Managing Agent of their intention to let the unit. The said lease must include a clause such as in 13.2 hereof, making the said tenant subject to the Schedule 1 and 2 of the Sectional Titles Acts as well as the Rules of Conduct of the Body Corporate. An owner shall not allow his unit to be occupied on a permanent basis or for the duration of the lease by more than the following number of persons. Three bedroom unit 6 (six) persons. For the purpose of this Rule, the Trustees reserve to themselves the right to evict from the premises any person or persons residing in the section in contravention of this Rule.

#### **12.2 CLAUSES FOR LEASES**

The following clause to be considered for inclusion in leases agreements:

“It is recorded that the unit is part of a Sectional Titles Scheme and that the buildings and land are controlled, managed and administered subject to the provisions of the Sectional Titles Act 1986 by means of rules for the control, management administration, use and enjoyment of sections and the common property. It is accordingly agreed that:

(i) Notwithstanding the provision of clause ..... of the lease, the premises shall mean the unit consisting of section No ....., and its share in the common property as shown and more fully described on sectional plan in the Body Corporate known as **VILLA PELUZZI**.

(ii) Without prejudice to the provisions of the lease, the Lessees' right and use and enjoyment of the premises are subject to the provisions of the Sectional Titles Act 1986, as amended, the regulations promulgated thereunder, the Rules of the Body Corporate and any Rules of Conduct in force from time to time, all of which are hereby mutatis mutandis for the provisions thereof.

(iii) Any breach by the Lessee of any of the provisions of the Sectional Titles Act of 1986, as amended, the regulations promulgated thereunder, the Rules and Rules of Conduct shall be breach of the Lease.”

**12.3** The Managing Agents must be advised by the owner or owner's agent, the name of the Lessee, and/or the names of the person's resident in the unit on a permanent basis.

**12.4** Owners must be made aware of the fact that tenants occupying a section are not liable for charges such as electricity, special levy costs, the recovery of overdue accounts, legal fees or costs of any nature whatsoever, despite a written agreement between owner/tenant.

**12.5** Any tenants who misbehaves or who breaches any of the terms of the Conduct Rules, shall be subjected to a fine, as defined in section ENFORCEMENT OF RULES OF CONDUCT.



## **14. PETS**

### **14.1 DOGS**

A maximum of two small dogs per unit are permitted. Owners of dogs must control them and ensure that they do not disturb other residents particularly when it comes to annoying barking.

### **14.2 CATS**

A maximum of three cats per unit is permitted. Owners must **NOT** allow their cats to wander and be a nuisance to other residents.

**14.3** No aviaries, kennels or other like accommodation for pets may be positioned where they are visible to any portion of the common property and individual units.

### **14.4 EXCREMENT**

#### **OWNERS/TENANTS ARE RESPONSIBLE FOR THE DAILY REMOVAL OF THEIR PETS EXCREMENT WITHIN THE COMMON PROPERTY.**

**14.5** On receipt of 2 written complaints by owners or occupiers the Board of Trustees reserve the right to remove such animals from the premises, similarly in the event that pets are not cared for, as above. Owners/tenants must inform the Trustees, in writing, of the details and descriptions of their pets together with names.

**14.6** Animals shall not be permitted in or around any part of the common property constituting the communal entertainment. The Trustees shall have the right to remove forthwith any animal found in such area.

**14.7** Tenants are required to keep their pets within the confines of their enclosed areas, and when taken into common areas must be on a leash or under strict supervision.

**14.8** All pets are to be sterilized and to wear a collar, which has a tag giving contact details of the owner.

**14.9** Owners of pets shall always take care that they obey the Animal Protection Act and should it appear that they are guilty of a crime with regard to this matter, the Trustees shall have the right to enter the particular section unhindered and at the risk of the owner/ resident, whether with the representative of the authorities concerned or without them, in order to take necessary action.

## **15. PROTECTION OF BUILDINGS**

### **15.1 WALLS**

Nails and hooks may not be knocked into the common property walls. When defects are seen in walls, they are to be reported to the Board of Trustees.

### **15.2 DAMAGING OF PROPERTY**

Any person(s) damaging or soiling the common property, will be given 7 days to clean or effect repairs to the damage. If not completed in this period the Board of Trustees will effect the repairs at the person(s) expense.

**15.3** An owner or person authorized by an owner may install:

**15.3.1** Any locking device, safety gate, burglar bars or other safety devices for the protection of his/her section;

**15.3.2** 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, the manner of its installation, and the color.

## **16. REFUSE REMOVAL**

### **16.1 REFUSE CONTAINERS**

Domestic refuse to stay at the unit until the day of removal by the local council.

### **16.2 CITY COUNCIL REGULATIONS**

The handling of refuse must comply with the regulations of the City Council e.g. broken glass must be wrapped in a double layer of newspaper.

### **16.3 MUNICIPAL HEALTH REGULATIONS**

Persons leaving refuse on any part of the common property or public sections, are liable to prosecution and such offenders must be reported to the Board of trustees.

An owner or occupier of a section shall not deposit, throw or permit to be deposited or thrown on the common property any rubbish, including cigarette butts, food scraps or any other litter whatsoever. The owner or other lawful occupant of any section shall not shake or dust or beat carpets or mats over the balconies or wall or through the windows of any section.

**16.4** If the garden gate is locked refuse bins must be put out, next to the driveway, in front of a section's own garage. If your gate is not locked refuse bins can be put out. It must be put out between 20:00 the evening before the date of removal and 07:00 of the morning of removal to allow the Gardener to collect them. All refuse should be in proper refuse bags, which are sealed properly. It is the owners own responsibly to ensure that refuse is assessable by the workers.

## **17. RIGHTS OF ACCESS**

The Board of Trustees reserves the right of access of all persons to the VILLA PELUZZI property.

## **18. SECURITY**

### **OWNERS/TENANTS/RESIDENTS ARE OBLIGED TO CO-OPERATE WITH ANY REQUEST AND ABIDE BY ANY RULES AS LAID DOWN BY THE TRUSTEES IN REGARD TO SECURITY OF THE COMPLEX.**

**18.1** No one should allow anyone access unless they are known to them personally.

**18.2** After passing through the main gate whenever you enter or leave the complex grounds, please ensure that the main gate is closed behind you before driving off. Make sure nobody slips in while the gate is open.

**18.3** The security of the complex is the responsibility of all owners and tenants and if any suspicious person is observed, the person must be requested to leave the complex or the police will be contacted. Incidents must be reported to the Body Corporate or Managing Agent.

**18.4** The body Corporate accepts no liability for any negative consequence or accident on the part of owners, residents, children of residents, guests, employees or domestics as a result of their touching or fiddling with any security or electrical structure that may have been installed to ensure the security of the complex.

**18.5** Security of any unit is the sole responsibility of the owner/tenant

**18.6** The Board of Trustees will take care of the security of the communal area to the best of their knowledge and ability.

**18.7** The electric fence has indicator lights to show that it is working. If you notice that they no longer flicker with a red light, report to Body Corporate or Managing Agent.

**18.8** The Complex have security spotlights placed around the perimeter and LED lights mounted on most walls in the Complex. If you notice that they no longer work, report to Body Corporate or Managing Agent.

**18.9** Domestic employees should not allow anyone access unless they have the owner/tenant/resident's prior permission. Domestic workers must display an identification tag at all times.

**18.10** All domestic employees and children must be acquainted with these rules.

**18.11** All domestic employees are required to abide by the rules of the security company contracted to the complex.

## **19. VEHICLES**

### **19.1 SPEED LIMITS**

Vehicles may not exceed **15KM PER HOUR** on any section of the common property and must leave or enter as quietly as possible. This applies to all motor cars and motor cycles. Will residents please advise their visitors of this rule.

### **19.2 SOILING OF PAVING**

Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid onto any part of the garage or common area paving. Should the paving be soiled in such a manner the owner/tenant will be given notice to clean the area. Should they fail to do this the Board of Trustees will take the necessary action of restoring/repairing/cleaning such common property at the owner/tenant's expense.

### **19.3 MOTOR REPAIRS**

No owner/tenant shall carry out or permit to be carried out any major repairs to vehicles on any portion of the common property.

### **19.4 MOTOR CYCLES, BICYCLES, ETC.**

No motorcycles, bicycles, tricycles, skateboards, toy bikes or roller skates/blades may be left anywhere on the premises where they will be an eyesore or cause a nuisance to other residents or the public. These are to be stored out of sight within the confines of the unit.

**19.5** The owner or occupier of any section shall not place or park or cause or permit to be placed or parked any vehicle, trailer or article in such manner as to obstruct any passageways, or entrances to the building or any entrance to or exit of any other owner or lawful occupant. The foregoing shall apply to the visitor or guest of the owner or occupier concerned. The Trustees may in the event of the contravention of this rule, cause to be removed or towed away any such vehicle at the expense of the owner of the vehicle or the owner or occupier of the section which the driver of the vehicle was visiting at the time.

## **20. VISITORS**

**20.1** Owners/tenants/residents are responsible for the behavior of their visitors and must see that these rules are complied with.

**20.2** Owners/tenants/residents must ensure that their visitors park safely and correctly and do not impede other resident's access to their unit carports. Visitors are only allowed to park in the visitors parking or in the driveway of the unit being visited. They must ensure that their visitors obey the speed limit. They may not hoot from the gate.

**20.3** Visitors are subjected to the same rules related to NOISE and CO-OPERATION and DAMAGING OF PROPERTY as outlined above. Failing to adhere subjects the Owners/tenants/residents to a fine, as defined in section ENFORCEMENT OF RULES OF CONDUCT

## **21. WASHING**

**21.1** Washing lines are provided at the Stacker Units and no washing may be hung in any place where it is visible to passing residents and visitors.

**21.2** No washing is to be hung in the garages where it is visible to passing residents and visitors, or from balconies.

## **22. MAINTENANCE**

**22.1** The owner or other lawful occupant of a section shall at all times and at his/her own expense, maintain his/her section and exclusive use areas in good, clean, hygienic, tidy and habitable order and condition, and shall be responsible at his/her own expense for:

**22.1.1** All interior painting, maintenance, remedying of blockages of sewers and sanitary equipment and connections.

**22.1.2** Remedying of water pipes in his/her section.

**22.1.3** Remedying of excessive water overflow or any equipment or installation in his/her section.

**22.2** All owners and occupiers shall be obliged at all reasonable times to grant access to the Trustees, their servants and agents, to their sections or their exclusive use areas and any other part of the common property, for the purpose of performing any necessary maintenance, effecting repairs or performing other such tasks and matters incidental thereto.

**22.3** All owners and occupiers shall be obliged at all reasonable times to grant access to their sections, exclusive use areas or other part of the common property, to the Trustees their servants and agents, for the purpose of enforcing these rules or when it is reasonably necessary in the best interests of the Body Corporate.

## **23. ENFORCEMENT OF RULES OF CONDUCT**

**23.1** Upon the natural breach of the Body Corporate Rules of Conduct, notice will be given to the offending party to rectify the breach. Non-compliance to this request could lead to the Body Corporate instituting legal procedures against the said party.

**23.2** Should any of the above rules be broken the following steps and actions will be taken:

**23.2.1 First offence – Written warning.**

**23.2.2 Second Offence – a fine of R500.00 will be charged with a second Written warning.**

**23.2.3 Third Offence – a fine of R1 000.00 will be charged and a final Written warning.**

**23.2.4 Continuation of offences – a fine of R5 000.00 will be charged and legal action where applicable will be taken.**

**23.3 A written warning will be deemed to have been delivered by placing the warning under the door or attached to the gate provided for the unit. An email to the owner/tenant on email address on record can also serve as a written warning.**

## **24. INDEMNITY**

**The Body Corporate and/or the agents shall not be liable to any unit owner or tenant for any injury or loss or damage of any description which the unit owner or tenant and/or any member of the unit owner or tenant's family, or any employee or domestic employee or any relative, friend, acquaintance, visitor, invitee or guest of the unit owner or tenant may sustain physically or to his or their property directly or indirectly, in or about the common property or individual units in or about the any part of the building and/or grounds in which the common property or individual units are, by reason of any defects in the common property or individual units, or any appliances whatsoever in the building or grounds on which the common property or individual units are situated, or for any act done or any neglect on the part of the Body Corporate or Agents representatives and employees accept no responsibility or liability of whatsoever nature in respect of the receipt or non-receipt and delivery or non-delivery of goods, postal matters of other correspondence.**

## **25. SERVICES**

Staff members employed by or contracted to the Body Corporate are not available for owner's personal work during normal working hours. Instructions to the staff are only to be given by those appointed by the Board of Trustees. The Body Corporate is not responsible for any damage incurred by staff of whatsoever nature that may be caused to owner's units or personal effects.