

***CLOVER FOREST
BODY CORPORATE***

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CONDUCT RULES

1. REFUSE DISPOSAL AND LITTERING

- a. The premises must be clean at all times.
- b. Refuse bags and rubbish must be placed in the designated areas at the entrance to the complex.
- c. No person may litter in the parking area, steps or by the post boxes. Unwanted flyers and articles must be thrown in the bins provided by the entrance.
- d. No refuse or loose articles may be thrown from windows.
- e. Broken glass bottles / articles must be cleaned up by the resident involved to prevent damage to property or injury to persons.
- f. Private dustbins are not to be placed outside doors on the stoeps and or corridors. Needs to be kept inside of the units.
- g. Residents must ensure that before refuse is placed in refuse bags it is securely wrapped, or in the case of tins or other containers, completely drained.

2. VEHICLES

- a. No resident 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. Vehicles of residents and their visitors may only be parked on such areas as are specifically demarcated for that purpose.
- b. Residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any way deface the common property.
- c. No resident shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- d. Vehicles may not travel at speeds in excess of 10 kilometers per hour on any portion of the common property.
- e. Motor vehicles of residents shall be parked in allocated parking areas so as to leave maneuvering space for access to neighboring parking areas. Residents

are responsible to ensure that their visitors park in the correct place and do not cause any obstruction either in relation to carparks or otherwise.

- f. Boats, trailers and the like may not be parked on the common property without the permission of the Trustees. If permission is granted, boats, trailers will only be permitted to be parked on the common property for a period not exceeding two (2) weeks at any one time.

3. CYCLES

- a. Bicycles, motorcycles, tricycles, roller skates and skateboards etc., may not be left on any portion of the common property or on any portion of the section where it is visible to any resident.
- b. The use of soap-box carts, skateboards, roller skates etc., on the common property is prohibited.

4. SANITARY SERVICES

- a. Unless a specific place has been designated therefor, no rubbish or refuse may be left on any portion of the common property or elsewhere where it will be visible from the common property whether in a container or not, except for collection on such days as collection is arranged.
- b. Rubbish may not be handled contrary to the regulations of the local authority, for example all glass must be wrapped in a double layer of newspaper, etcetera.
- c. Refuse taken directly to the refuse removal area, if such area be established, must be deposited in the containers provided.

5. NOISE LEVELS

- a. Reasonable noise levels will be tolerated up until the following times and thereafter it must be silent:
 - i. Monday to Thursday (08:00 – 21:00)
 - ii. Friday / Saturday (08:00 – 23:00)
 - iii. Sunday (08:00 – 20:00)
- b. Motor hooters may not be used on the common property.
- c. Radios, musical instruments, record players, television sets, etcetera must be used in such a manner as not to be heard in adjoining sections or on the common property.

6. GARDENING AND PLANTS

All gardening in respect of the property shall be done by persons authorized by the Trustees unless otherwise specifically agreed.

7. PRIVATE GARDENS / EXCLUSIVE USE AREAS

- a. Private gardens and or exclusive use areas must at all times be kept neat.
- b. Garden tools and other equipment may not be kept in any place where they will be in view from other units or any portion of the common property.

8. PARKING AREAS

- a. No articles other than vehicles or motorcycles may be kept in parking bays.
- b. Visitors shall only be permitted to use the parking bays specifically designated for visitors and no residents shall be permitted to use these parking bays.

9. CHILDREN

- a. No games are permissible on areas other than those specifically designated for that purpose.
- b. Residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or property of other residents. In particular children may not interfere with the post boxes, plants, decorations, name plates, firefighting equipment, exterior lights, entrance gate, intercoms, swimming pool apparatus, etcetera.
- c. Children are not allowed to run on the stoeps, corridors or steps. Screaming & shouting in the parking area is not allowed.

10. ACTIVITIES ON COMMON PROPERTY

- a. No hobbies or other activities may be conducted on the common property if they would cause a nuisance to other residents.
- b. Hobbies and other activities which cause undue noise is not permitted.

11. SERVANTS

- a. Residents shall be responsible for and ensure their domestic employees and contractors are aware of and comply with rules.

- b. All domestic workers / gardeners will be registered with the Body Corporate and the following will be provided:
 - i. ID Numbers; and
 - ii. Name, Surname; and
 - iii. Address; and
 - iv. Two (2) Family members' details; and
 - v. Contact details; and
 - vi. Copy of ID documents.
- c. Residents must ensure that conditions of employment of their servants are in accordance with current laws and regulations.
- d. All sections of this conduct rules will apply to the servants of residents.
- e. Complex Cleaner.
 - i. The cleaner will be responsible for the general upkeep of the grounds.
 - ii. The cleaner will wash the stoeps and steps, but residents should ensure that these areas stay clean.
- f. No resident may order the cleaner around. The gardeners and cleaners employed by the Body Corporate may not be employed to do any private work for owners during their normal working hours unless specifically authorized by the Trustees.
- g. Duties for the cleaner will be given by the Body Corporate and/or the Managing Agents.

12. SUNDRY PROVISIONS

- a. Residents shall not litter on the common property and garden areas.
- b. No firearms, pellets guns or fireworks may be discharged on the property.
- c. No stones or other solid objects may be thrown on the property.
- d. No smoking on common property.
- e. Should any damage of whatsoever nature be caused to the common property by a resident, his family, his tenants, his visitors, his employees, or his pets or those of his family, his tenants or his visitors, the resident and/or owner of the units shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

- f. Under no circumstance shall any fire equipment be used for any other reason than the purpose of its installation – Fire prevention.

13. PETS

ANIMALS, REPTILES AND BIRDS

1. Pet caregivers must complete a Pet Application Form before occupying the unit
2. Only one dog is allowed with a weight limit of 15kg
3. Only one cat is allowed with a weight limit of 6kg
4. No other pets are allowed on the premises
5. Pets shall not be kept, bred, or used for any commercial purpose. All cats and dogs must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.
6. Pets must be confined to the pet's owners' units and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, placed in animal carriers.
7. Person who walks peters are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings
8. Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals, or such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
9. No pet shall be allowed to become a nuisance or create any unreasonable disturbance:
 - a. Pets whose unruly behaviour personally causes injury or property damage
 - b. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 2 hours (s) or more to the disturbance of any person any time day or night
 - c. Pets in common areas that are not under the complete physical control of a responsible human companion and a hand-held lease of no more than six feet in length or in a pet carrier
 - d. Pets who relieve themselves on walls or floor of common areas
 - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behaviour
 - f. Pets who are conspicuously unclean or parasite infested.

10. Owners and rental agents are to ensure that occupants / guests adhere to this rule.

11. SLAUGHTERING OF ANIMALS

- a. No person shall slaughter any animal or cure or hang up to dry any meat, fish, skin or carcass or any part thereof within the scheme subject to the following:
 - i. Any person who intents to slaughter an animal in the scheme for purposes of own consumption, cultural or religious purposes must give the Managing agent 2 weeks prior notice.

- ii. The notice shall indicate that the person arranged with the SPCA to be present to ensure that the animal is slaughtered in a humane manner. Proof of arrangement with the SPCA should be submitted with the notice.
- iii. The notice shall further indicate that the person will adhere to the Abattoir Hygiene Act and the Meat Safety Act as set out below.

b. This rule is subject to the Meat Safety Act which states as follows:

Prohibition of slaughter of animals at places other than abattoirs, and exemptions

7. (1) No person may—
- (a) slaughter any animal at any place other than an abattoir,
 - (b) permit the slaughter of any animal at any place under his or her control, unless the place is an abattoir, or
 - (c) sell or provide meat for human and animal consumption unless it has been slaughtered at an abattoir.
- (2) (a) Subsection (1) does not apply to slaughter for own consumption or for cultural or religious purposes.
- (b) No meat or animal product obtained from an animal slaughtered as contemplated in paragraph (a) may be sold to any person.

c. In terms of the Abattoir Hygiene Act, Act 1992 of 1992 the following procedure must be adhered to:

- i. No animals may be brought on the common property or the unit of an owner for more than 12 hours prior to slaughtering.
- ii. Animals must be slaughtered in a humane manner.
- iii. Animals may not be seen from any other unit or be seen by any member of the public.
- iv. The carcass must be treated in a hygienic manner.
- v. The meat may not be sold.
- vi. Any animals so slaughtered meat must be provided free of charge to any person who receives it.

d. In the event of any domestic animal being introduced into the scheme, the Body Corporate may call upon the owner thereof to immediately remove such animal, and in the event of the owner refusing to do so, the Body Corporate may at its own discretion impound it and, procure its removal from the scheme by such means as they deem fit, and recover any cost incurred by the Body Corporate who shall be entitled to recover such costs from the member concerned.

12. VISITORS AND TENANTS

- a. Residents/Owners are responsible for the conduct of their visitors and tenants, and they must ensure that the rules, whether in terms of the Act or these Rules are properly adhered to.

13. OCCUPANCY

- a. The following will be applicable:
 - i. One (1) Bedroom apartment – Maximum of Three (3) occupants.
 - ii. Two (2) Bedroom apartment – Maximum of Six (6) occupants.
 - iii. Three (3) Bedroom apartment – Maximum of Eight (8) occupants.
- b. Overcrowding is a contravention of the Municipal By-laws, and this will be dealt with in the harshest manner.

14. BUSINESS ACTIVITIES

- a. No business professions or trades may be conducted on the common property or in a section, except those which are specifically allowed by the local authority to be conducted in a residential Sectional Title Scheme.
- b. No auctions or jumbles sales may be held on the common property or in a section.

15. EXTERIOR

- a. No air-conditioning units which are visible from the outside of any section may be installed.
- b. No decorations may be attached to the exterior of a section, nor may the exterior of a section be painted or otherwise treated, unless specifically authorized by the Trustees.
- c. No awnings or exterior burglar proofing may be erected unless prior written approval has been obtained from the Trustees.
- d. No additional external television aerials, CCTV cameras nor any trunking may be installed.

16. RECREATION AREA

- a. The recreational facilities are for the exclusive use of the residents. Guests must be accompanied by a resident while using these facilities. Discretion must be used by residents with respect to the number of guests to avoid monopolizing the garden area. The Trustees reserve the right to restrict the use of the facilities by visitors.
- b. Common courtesy and regard for the rights of others are essential for the full enjoyment of these facilities by all. Residents are responsible for the behavior of their guests. It is expected that everyone will use common sense regarding water safety and cleanliness.

- c. Children under 12 years of age must be actively supervised by a person over 16 years of age.
- d. No bicycles, tricycles, go-karts, skateboards, roller skate's etcetera are permitted in the recreation area.
- e. Undue noise, including radios and record players, and use of profane language is not permitted.
- f. No ball games are permitted.
- g. No braais are permitted other than the designated area. Residents using the facility shall be responsible for leaving the area in a clean and tidy condition.
- h. No private parties may be held in the recreational area without the prior written permission of the Trustees.

17. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY.

- a. An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the common property without first obtaining the written consent of the Trustees.
- b. Notwithstanding sub-rule (1), an owner or person authorized by him may install:
 - i. any locking device, safety gate, burglar bars, or other safety device for the protection of his section; or
 - ii. any screen or other device to prevent the entry of any animals or insects provided that the Trustees have first approved in writing the nature and design of the device and manner of its installation.
- c. Should any damage of whatsoever nature be caused to the common property by an owner, his family, his tenants, his servants, his visitors, private contractors employed by him, or his agents, then the owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

18. APPEARANCE FROM THE OUTSIDE

- a. The owner or occupier of a section used for residential purposes shall not install anything on any part of the common property, balconies, patios, stoeps, corridors, gardens, awnings or canopies of any description which, in the discretion of the Trustees are aesthetically displeasing or undesirable when viewed from the outside of the section.

19. SIGNS AND NOTICES

- a. No owner or occupier or their agents of a section shall place or distribute 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 prior written consent of the Trustee, which cannot be unreasonably withheld.
- b. Any boards advertising the sale of a section shall only be permitted on the common property over weekends while the section is on show for sale.

20. LITTERING

- a. No resident shall deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, builder's rubble, food scraps or any other litter whatsoever.

21. LAUNDRY

- a. No resident shall erect his own washing lines nor hang any washing or laundry or any other items on any part of the buildings or common property so as to be visible from outside the buildings or from other sections.
- b. No washing, carpets or towels may be hung over the sides of the balconies.
- c. Washing may only be hung out to dry in designated areas and is at the sole risk of the person doing so.

22. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- a. No resident shall store any material, or do or permit or allow to be done, any other act, in his section or in any of the buildings or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

23. LETTING OF UNITS

- a. 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. The onus shall be upon the owner to ensure that a tenant or occupant is aware of and complies with these rules.
- b. All members of the Body Corporate agree and confirm that any owner who enters into a lease agreement, or allows possession, use and or occupation for any reason whatsoever for any period of time, must submit all details of said

occupant(s) to the Trustees and / or Managing Agent prior to occupation being granted. Any failure to submit the aforementioned details is an offence and may attract a fine in line with these rules.

- c. Any owner who rents out his unit must in terms of Sectional Titles Schemes Management rule 27 (2)(b) submit to the managing agent the following information of the tenants as well as any person who will be allowed to occupy the unit with the tenants.
 - i. Copy of the lease agreement.
 - ii. Full names.
 - iii. Identity numbers or passport numbers for foreigners.
 - iv. Telephone numbers.
 - v. Email addresses.

24. ERADICATION OF PESTS

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

25. IMMORAL BEHAVIOUR

- a. An owner or occupier shall not enter the buildings or his section severely intoxicated or under the influence of drugs or with an illegal or immoral intent.

26. COMPENSATION FOR IMPROVEMENTS

- a. An owner shall not be entitled to claim or receive any refund or compensation whatsoever from the Body Corporate for any additions or improvements effected by him to any of the common property unless at the express consent in writing of the Body Corporate or at the unanimous decision of the Trustees.

27. CONTROL OF PLANTS AND CREEPERS

- a. In the event of creepers or other plants growing on the exterior of a section, the owner directly in front of which the base of the creeper is situated, shall be responsible therefor. Should such creeper or plant grow onto an adjoining section, the owner shall be obliged, if called upon by the Trustees in writing to either control the creeper to the satisfaction of the adjoining owner or to

remove it altogether. No creeper shall be allowed to grow in such a manner as to cause damage to the buildings or the exterior thereof.

28. LANGUAGE

- a. Any owner or occupant, should he / she, not speak, read or understand the English language, undertakes to get a translation at his own cost and expense, all the Rules, Agreements or any other document relevant in connection herewith.

29. ALTERATION OF SECTIONS

- a. No owner of a section shall, except with the prior written consent of the Trustees and in accordance with section 24 of The Sectional Titles Act No 95 of 1986, alter or add to, or permit to be added to or altered, structurally or decoratively, externally or internally, the whole or any portion of such section.
- b. An application for permission to carry out any work contemplated in this rule shall be submitted to the Trustees in writing together with plans and shall:
 - i. state the date of commencement and completion of such work; and
 - ii. contain details of the manner in which the building materials will be conveyed up from, and down to ground level and the volumes of such materials.
 - iii. If outside building hoists, or block and tackle gear are to be used, details of the intended equipment are to be submitted to the Trustees and consent obtained prior to installation.
- c. Before the Trustees approve any plans for any work contemplated in sub section (1), the applicant will deposit a sum of money with the managing agent which will not exceed R5 000.00. The Trustees shall at their discretion allocate funds from this deposit to repair damage caused to the common property by the applicants' building operations. Where a deposit becomes insufficient the Trustees shall require a further deposit. When the works are completed, the deposit, without interest, less deduction, if any, will be returned to the owner. The rights of the Trustees in terms of this clause shall not derogate from any other legal rights which the Trustees may have.
- d. The Trustees will nominate an agent ("the nominated Trustee") who will be responsible for day to day dealing with an owner engaged in any work contemplated in this section.
- e. If this rule is infringed in any respect whatsoever and by any persons whatsoever, the nominated Trustee is empowered to order the suspension of work until the nominated Trustee is satisfied and assured by the owner that there will be no reoccurrence failing which the Trustees are empowered to apply for a court interdict to stop building work in progress and the cost of such action shall be borne by the owner.

- f. The owner shall ensure that:
 - i. the building contractor employs a full-time, responsible foreman on the site during all the permissible times and that no work may proceed if he absents himself even temporarily; and
 - ii. PVC dust sheets are fitted to any exposed part of the section being altered so that no dust escapes from the section. Any dirt or dust that may dirty common property in spite of these protective measures must be cleaned up immediately.
- g. No building materials may remain on any part of the common property after the end of the day and all dust and rubble must be completely removed at the end of each working day. During the day building materials may only be stored in areas designated by the nominated Trustee.
- h. Any damage to neighboring sections or to the common property must be made good immediately and, failing this, the nominated Trustee may require that all building operations cease until he is satisfied that the damage has been repaired.
- i. It shall be the applicant's responsibility to note and bring to the attention of the nominated Trustee any damage existing before commencing operations and for which he accordingly will not be responsible.
- j. Any alterations, construction or any other such like work may not be carried out except during the hours from Monday to Friday 08h00 to 17h00 and all such activities are prohibited on Saturdays, Sundays, and public holidays. Emergency repairs may be affected outside these hours if sanctioned by the Trustees.
- k. All work, but particularly plumbing and electrical work done by an owner or occupier on any section shall be done only by suitably licensed or registered workman and contractors.

30. GENERAL

- a. An owner shall not:
 - i. use his section or permit his section to be used for any purpose which is injurious to the reputation of the building; and
 - ii. keep or do anything on the common property after having been served with notice in that regard by the Trustees; and
 - iii. deny the Trustees access to any section for the purpose of inspection.

- b. When the purpose, for which a section is intended to be used, is shown expressly or by necessary implication on or by the registered sectional plan, an owner shall not use or permit his section to be used for any other purpose.
- c. No duty shall be placed upon any owner in regard to the provision of any improvement on or to the common property unless a proposal to make such improvement has been approved by a special resolution at a general meeting of the owners of sections.
- d. Should the caretaker or manager be requested to give access to any section by any owner or occupier such instruction shall be at their sole risk.
- e. Under no circumstances may 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 manager / caretaker.

31. SECURITY

- a. Security of each unit shall be the responsibility of each owner.
- b. No person shall be allowed into the scheme if the occupant or owner does not positively identify the person / visitor.
- c. No person other than the person visited, shall give access to such a visitor.
- d. All round security must be a combined effort by all owners or occupants and all owners / occupants shall partake in such a security effort if need be.
- e. Report suspicious strangers entering the scheme.
- f. No hawkers or job seekers will be allowed into the scheme and therefore owners / occupants shall meet those people at the entrance gate.
- g. No person shall allow any stranger access onto the scheme grounds.
- h. No residents / visitors / owners may not leave their unit keys with the security guard or at the gate house. Should they choose to do so this is at their own liability.
- i. Residents and visitors should not converse with the guards at the gate as this prevents the guards from doing their duty.
- j. Guards may not be confronted or assaulted by residents of visitors.
- k. The guards monitor noise levels in the complex and have instructions to request residents, who disturbs other with noise levels, to lower the noise

levels to an acceptable level. Residents who fail to adhere to the request of the guards risk the possibility to receive a fine/penalty.

I. GATES

- i. Pedestrians may only use the small security gate by the guards.
- ii. Residents must use their own keys / remotes to allow their visitors to access through the small gate. No strangers will be allowed access to the complex.
- iii. The motorized gates must be closed at all times. Residents must ensure that gates close behind them before they drive off.
- iv. Gates not working must be reported to the managing agent.
- v. No person is allowed to fix the gates. Gates may only be fixed by contractors approved by the trustees.

32. SERVICES / UTILITIES

a. Electricity

i. Conditions of use.

1. Where the consumer is provided with a multi-phase supply, he shall balance the requirements of his load between the phases to the reasonable approval of the Body Corporate.
2. The consumer shall so use the supply as to not interfere with an efficient and economical supply to other consumers.

ii. Points of supply

1. Shall be the point at which the Body Corporate supply cable in the case of sectional title units terminates at the incoming isolating switch adjacent to the meter – board.
2. The Body Corporate shall provide, install and maintain the meters and the equipment and cables required for delivering the electricity to the consumer at the point of supply together with the necessary connection from the Body Corporate mains.
3. The consumer will be responsible for the supply from the DB mains in each unit.

iii. A deposit may be required for electricity as security to cover the estimated usage for a period of 3 (three) months.

iv. Accounts for all charges payable in terms thereof and of the agreement shall be rendered to the consumer at such intervals as the Body Corporate decides but not more frequently than monthly.

- v. Failure to pay the consumption by the due date will result in the account being handed over to a debt collecting agency or an attorney for collection. All fees resulting from the debt collector or attorney will be borne by the owner responsible.

b. Water & Sanitation

- i. The Body Corporate shall provide adequate quantities of water to each private unit within the scheme sufficient for normal domestic use subject to supply from the municipality.
- ii. Water meters are installed. Owners will be billed according to the usage derived from the water meter based on relevant water tariffs.
- iii. Owners will still be billed per participation quota on the consumption of the common property water.

33. ALL OWNERS

- a. It is in the sole discretion of the Trustees to take any remedial action necessary against any owner for the enforcement of any right, duty or obligations owed by any owner to the Scheme for the payment of any levy, administrative fee or any other charge that may become due in the enforcement of the Act, the Rules or any other obligation owed.
- b. All members of the Body Corporate agree that any legal, or administrative fees incurred by the Scheme, pursuant to a valid agreement with any supplier, in the prosecution of any obligation owed, or the enforcement of the rules as against an errant owner, can and should be debited to the members account immediately. And that a copy of the contractor's invoice be included in the levy statement forwarded to the owner in the event any contractor supplier being used for the repair deemed for the owner's account.
- c. **A member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by member, incurred by the body corporate.**

34. ENFORCEMENT OF RULES

Any breach of these rules shall be dealt with in the manner provided below:

- a. Any breach of the conduct rules, or any conduct detrimental or prejudicial to the Interest of the Body Corporate or unbefitting a member thereof shall be notified to the Trustees in writing (herein called the Complaint):
 - i. The Complaint must be submitted to the Trustees within 14 days from the date it came to the attention of the Complainant; and
 - ii. The Complaint shall contain full details of the alleged breach of conduct and be signed by the person making same as per prescribed form, annexed to the Rules as Annexure "A".
 - iii. The Trustees shall forthwith within 7 (seven) days of the date of receipt of Complaint dispatch a copy thereof to the person against whom the Complaint has been made (herein called the Defendant) and advise him / her to submit his / her written response within 7 (seven) days of date of dispatch of the Complaint to the Defendant.
- b. Notwithstanding above paragraph the trustees will have the right to commence proceedings as set out below notwithstanding the fact that a complainant refuse to complete the complaint form.
- c. The Trustees will have the discretion after receiving the Complaint or the submission by the Defendant to request the Complainant and / or the Defendant to submit further information or documentation in regard to the Complaint and/or the response to the Complaint.
- d. If the Complainant fails to submit the information as requested, the Trustees may reject the Complaint and advise the parties of the said rejection, subject to the rights of the trustees to proceed if in the opinion of the trustees the contravention / such complaint are of such nature that it needs to be acted on.
- e. If the Defendant fails to submit the information a requested, the Defendant may not use any of the requested information at the adjudication of the matter.
- f. On receipt of the written response or further information from the Defendant, or within 14 days from the Complaint and / or further information from the Complainant in the case where the Defendant fails to submit a written response, the Trustees shall advise the parties of a time, date and place at which the Complaint shall be adjudicated upon.
- g. At the appointed time and place a person or persons nominated by the trustees (the adjudicator) which may include the managing agent, shall inquire into and investigate the Complaint, and shall have the power to call before them and examine any member of the Body Corporate, any resident, guest, invitee or any other person who may be able to give evidence or assistance to the adjudicator in arriving at a decision. The Trustees shall also have the power and be entitled to appoint an Attorney to act on behalf of the Body Corporate.

- h. If after due delivery and providing that an application for an adjournment or remand has not been submitted by the Defendant in writing and duly served upon the adjudicator, the Defendant fails or refuses to attend the adjudication, the adjudicator shall be empowered to adjudicate in the Defendant's absence, and such findings as may be made shall then have the due force and effect of a finding made in his/her presence and with his/her participation.
- i. The Defendant shall have the right to call evidence in support of his / her contentions and in defense to the Complaint against him / her and he / she, the Complainant, and any person giving evidence at the inquiry shall have the right to be legally represented, providing only that this shall be done at their cost and not that of the Body Corporate or the Trustees.
- j. After hearing all the evidence considered necessary by them, the Adjudicator shall give such decisions(s) as appear to the majority of them to be just and equitable and may decide to take no action or to caution and/or reprimand the defendant and/or impose a penalty and/or to rule that the defendant pay such amount as to damages caused by the defendant and/or to impose a penalty in the sum not exceeding R15 000 (Fifteen thousand rand). Such penalty and/or damages to be paid into the coffers of the Body Corporate. The Trustees will have the discretion to levy the penalty on the levy statement of the owner and once levied such amount will become immediately due and payable to the Body Corporate.

Before a fine can be imposed to the owner, the below procedure must be followed.

Fines and/ or penalties may not be equal to or more than the applicable monthly levy of the owner of the unit concerned.

The trustees do not have any power to decide on fines and penalties on their own or to take any action against an owner or occupier – the fair and equitable procedure as set out in the rules must have been followed.

- k. If the adjudicator decides to impose a penalty the fact thereof and the amount of the penalty shall be certified in writing to the board of trustees and delivered to the Defendant who shall, subject to the right of appeal to the Community Service Ombud (Community Schemes Ombud Service Act, 9 of 2011) be obliged to pay to the Body Corporate the amount of the penalty therein prescribed immediately after receipt of such certificate. If the defendant is not the owner of the unit the defendant and the owner of the unit will become jointly and separately liable to pay the penalty, the one to pay, the other to be absconded. The trustees will have the right to levy the penalty on the owners statement notwithstanding the fact that the owner is not the defendant in the adjudication.
- l. Notwithstanding the above procedure, the trustees shall have the right to issue an immediate penalty in the sum not exceeding R15 000.00 if the trustees are satisfied that an owner, resident of an owners, occupant of an

owner, guest of an owner has bridge any of this rules. The trustees will have the right to levy the penalty on the owners statement notwithstanding the fact that that owner is not the party who contravened the rule.

- m. The Trustees shall forthwith inform all members of the Body Corporate in writing of the outcome of the inquiry and the amount of the penalty imposed, if any, but failure to do so shall not invalidate the inquiry, the verdict and the imposition of the penalty or any further legal rights subsequent to this.

- n. The Defendant and any other member of the Body Corporate shall have the right to appeal to the Community Service Ombud (Community Schemes Ombud Service Act, 9 of 2011). Such appeal shall be lodged as prescribed in the Community Schemes Ombud Service Act, 9 of 2011.
- o. On appeal the decision of the adjudicator may be confirmed, set aside or otherwise carried by the Community Service Ombud (Community Schemes Ombud Service Act, 9 of 2011).
- p. No member of the Body Corporate or a Trustee shall be entitled to adjudicate or vote on any matter in which he was the initial "Defendant".
- q. Nothing in the Rules shall be considered as removing the rights of the adjudicator to remand or adjourn an inquiry, provided that it is in the interest of justice and equity.
- r. A written record of the initial enquiry and appeal may be kept by the board of the trustees or the managing agent. Should such written record be kept it shall be deemed absolutely to be correct and accurate transcript of all proceedings.
- s. The Trustees will have the right to appoint its Managing Agent and / or Attorneys to adjudicate the Complaint as is prescribed in this rule.

35. POPI

- a. All information of the Body Corporate will be processed in terms of Oosthuysen Att Inc POPI Disclaimer / PAIA Manual. [LINK TO POPI DISCLAIMER / PAIA MANUAL](#)
- b. Any other person as per trustee resolution will be appointed as the Information Officer of the Body Corporate.
- c. The POPI Disclaimer / PAIA Manual of Oosthuysen Att Inc will incorporate the POPI/PAIA manual for the Body Corporate. If the Body Corporate has its own POPI /PAIA manual the POPI/PAIA manual of Oosthuysen Att Inc will be applicable where there are any contradictions between the POPI/PAIA manual of Oosthuysen Att Inc and the POPI/PAIA manual of the Body Corporate
- d. The managing agent is entitled to make available the information as is set out in Sectional Titles Schemes Regulations Management rule 26(2) and 27(4) to entitled parties without obtaining further permission from the board of trustees.

36. Exclusive use Areas in terms of Section 10(7) of the Sectional Titles Schemes Management Act

- a. The Body Corporate herewith confers rights of exclusive use and enjoyment upon the parts as is marked as S10(7) exclusive use areas on the attached schedule marked as Annexure "B" and Layout Plan marked as Annexure "C"

- b. Annexure "D" sets out the following:
 - i. Purpose for which the said exclusive use may be used.
 - ii. Rights of enjoyment by the said owner.
 - iii. Obligations of the said owner.

