

THE BODY CORPORATE OF THE GOLF BEACH

SECTIONAL TITLE SCHEME

No. SS 321/1995

CONDUCT RULES

(Version 2.1)

*in terms of section 10(2)(b) of the Sectional Titles Schemes Management
Act, 2011 (Act No. 8 of 2011)*

INDEX

Rule	Page
1. Heading	3
2. Interpretation	3
3. Amendment and binding nature	5
4. Written consent of the trustees	5
5. Keeping of animals, reptiles or birds (pets)	6
6. Vehicles	7
7. Refuse and waste disposal	9
8. Minor alterations and renovations	10
9. Structural alterations	11
10. Provisions applicable to all alterations and renovations undertaken in terms of these rules	13
11. Repairs and maintenance	15
12. Appearance of section and exclusive use area	15
13. Storage of flammable materials and other dangerous acts	17
14. Behaviour of owners and occupiers and their invitees in sections and on the common property	17
15. Prohibition of certain activities	18
16. Sale and letting of sections	19
17. Occupancy and use of sections and exclusive use areas	20
18. Use of the common property and facilities	20

19.	Use of the swimming pool and surrounding area	21
20.	Braaiing on stoeps, patios or balconies	22
21.	Slaughtering of animals or poultry	22
22.	Eradication of pests	23
23.	Security	23
24.	Complaints	23
25.	Directives and design guidelines	24
26.	Written notices	24
27.	Contravention of these rules	25
28.	Imposition of penalties	25
29.	Internal dispute resolution meeting	27
30.	Exclusion of liability	28
31.	Relaxation of rules	28

1. Heading

The conduct rules contained herein are the rules prescribed in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) as substituted, added to, amended or repealed by the body corporate.

2. Interpretation

- (1) In the interpretation of these rules, unless the context indicates otherwise —
- (a) **“Act”** means the Sectional Titles Schemes Management Act, 2011 (Act 8 of 2011) as amended from time to time, and any regulations made and in force thereunder.
 - (b) **“agent”** means an estate agent or letting agent appointed by or on behalf of the owner of a section.
 - (c) **“alterations”** means minor alterations and structural alterations to sections and/or the common property undertaken in terms of these rules;
 - (d) **“body corporate”** means the Body Corporate of the Golf Beach Sectional Title Scheme, No. SS321/1995;
 - (e) **“building”** means a building in the scheme;
 - (f) **“common property”** means the land included in the scheme and such parts of the building or buildings as are not included in a section;
 - (g) **“exclusive use area”** means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections;
 - (h) **“invitees”** means the guests, visitors, employees, workers, contractors, agents, service providers and other invitees of the owner or occupier of a section or exclusive use area;
 - (i) **“minor alterations”** means alterations, attachments, additions and/or devices to the common property and/or to the exterior of a building;
 - (j) **“Municipality”** means the City of Cape Town or its successors in title or assigns;
 - (k) **“occupier”** means the person residing in the section, irrespective of whether the person is the owner of the section, or the representative of the owner of the section, or the tenant of the section, or his spouse or child or other family member or any other occupant of the section;
 - (l) **“owner”** means the registered owner of a unit or exclusive use area in the scheme;
 - (m) **“person”** means a natural person or juristic person;
 - (n) **“pet”** means a domestic animal, reptile or bird;
-

- (o) **“prescribed complaint form”** means the complaint form contained in annexure 4 to the regulations under the Act, as may be amended from time to time, a copy of which is available from the trustees;
 - (p) **“renovations”** means the refurbishment of the interior of a section, including the replacement, removal and/or creation of internal fittings such as kitchen- and other cupboards, sanitary ware and floor coverings and the installation or amendment of any gas installation;
 - (q) **“scheme”** means the development scheme as defined in the Act known as the Golf Beach Sectional Title Scheme, No. 321/1995;
 - (r) **“section”** means a section shown as such on the sectional plans of the scheme;
 - (s) **“structural alteration”** means an alteration which is of a permanent nature and which alters the form, structure or essential framework of a building on the inside and/or on the outside thereof, and the following shall be regarded as a structural alteration:
 - (a) the removal, reconstruction and/or construction of a floor (concrete slab), wall or ceiling of a section or a part of such floor (concrete slab), wall or ceiling;
 - (b) alterations to, or repairs, replacement and renewal of, the pipes, wires, cables and/or ducts in respect of a section and/or the common property;
 - (c) the removal, reconstruction and/or construction of a building or building improvement in respect of a section and/or the common property, including but not limited to:
 - (i) the enclosing or partial enclosing of a stoep;
 - (ii) the extension of the boundaries or floor area of a section;
 - (iii) the destruction of a section or a part thereof; and
 - (iv) the subdivision of a section or the consolidation of two or more sections;
 - (t) **“tenant”** means the tenant or lessee of a section in the scheme;
 - (u) **“these rules”** means these conduct rules, including the annexures thereto from time to time;
 - (v) **“trustees”** means the trustees of the body corporate from time to time;
 - (w) **“unit”** means a section and an undivided share in common property apportioned to the section in accordance with the participation quota of the section.
- (2) In the interpretation of these rules:
- (a) any annexures to these rules shall form part of the rules;
 - (b) the headings of rules must not be taken into account;
-

- (c) words and expressions to which a meaning has been assigned in the Act, the management rules and/or these rules shall bear the meaning so assigned to them;
- (d) words importing—
 - (i) the singular must be interpreted to include the plural, and the plural to include the singular;
 - (ii) any one gender must be interpreted to include all other genders;
 - (iii) a reference to natural persons shall also include partnerships, trust and juristic persons and the converse shall also apply;
- (e) when any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday;
- (f) if any provision in a definition in these rules is a substantive provision conferring rights or imposing obligations on any of the owners or occupiers then, notwithstanding that it is only in the definition clause of these rules, effect shall be given to it as if it were a substantive provision in the body of these rules;
- (g) the *contra proferentem* rule shall not be applied.

3. Amendment and binding nature

- (1) The body corporate may substitute, amend, repeal, or add to the conduct rules subject to and in accordance with the provisions of section 10 of the Act.
- (2) The owner of a section and exclusive use area must take all reasonable steps to ensure compliance with the relevant provisions of the Act, the management rules and these rules by any occupier of, or invitee to, his section or exclusive use area.
- (3) If an owner or occupier or invitee damages the common property, the owner of the section concerned shall be liable to the body corporate for the damages caused and for the costs of repairs, which shall be deemed to be a charge levied in terms of the management rules agreed to by the owner.

4. Written consent of the trustees

- (1) Whenever the written consent of the trustees is required in terms of these rules, application for such consent must be made in writing and the applicant must provide the trustees with all the information, details and documentation, as may be required by them to make an informed decision.
 - (2) The written consent of the trustees in terms of these rules or the withdrawal thereof must be in such format as the trustees shall from time to time determine. If
-

- the trustees refuse their consent, reasons for such refusal must be provided. The trustees may attach reasonable conditions to their consent.
- (3) The trustees may withdraw their consent, if the member or occupier breaches any condition imposed by the trustees, provided that the trustees must exercise their discretion to withdraw their consent reasonably and provided further that the trustees must first provide the member and occupier, where applicable, with a notice of breach and an opportunity to remedy the breach. If the trustees have withdrawn their consent, the trustees must notify the owner or occupier in writing and provide reasons for their decision.
- (4) If an owner or occupier disputes a decision of the trustees in terms of these rules he may submit a complete and motivated complaint to the body corporate per the prescribed complaint form for the purpose of holding an internal dispute resolution meeting.

5. Keeping of animals, reptiles or birds (pets)

- (1) Save as provided in sub-rule (2), an owner or occupier shall not, without the trustees' written consent, keep an animal, reptile or bird (pet) in a section or on the common property, and provided that the number of animals per section shall be limited to 2 (two) animals per section.
- (2) An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property, provided that the owner or occupier must register his dog with the trustees before taking occupation of a section and must provide the trustees with all the supporting information and documentation as required by the trustees.
- (3) The trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird (pet) in a section or on the common property.
- (4) Owners and occupiers must comply with the reasonable conditions prescribed by the trustees in terms of sub-rule (3) and the following further conditions:
- (a) No animal may roam around the common property unattended.
 - (b) Dogs shall only be allowed on the common property if controlled on a leash or harness and provided that persons walking their dogs must be carrying a poop scoop and/or plastic bag in full view and any excrement must be removed from the common property and be suitably discarded.
 - (c) Unless being walked on a leash, cats must be contained within the section of the owner or occupier and the section must be provided with a cat litter box.
 - (d) Female dogs and cats must be spayed and male dogs and cats must be neutered and proof of such must be submitted to the trustees. No owner or occupier may breed with any animal in a section.
-

- (e) Each dog or cat must be fitted with a collar and with the prescribed identification disk containing the name, section number and telephone number of the owner of the pet.
 - (f) The owner or occupier must ensure that his pet does not cause any disturbance or nuisance to other occupiers of sections. No dog or cat may be left in a section unattended for an extended period of time.
 - (g) Owners and occupiers must ensure that their animals do not injure or harm any person or animal present on the common property or otherwise damage any property, and in the event of injury or damage, the pet owner will be liable for the medical expenses and/or costs incurred or damages suffered.
 - (h) Owners and occupiers must provide the trustees with proof that their dog or cat has been registered with the City of Cape Town, in terms of the applicable municipal bylaw as soon as possible after receipt of the written consent of the trustees in terms of sub-rule (1).
 - (i) No pet may be replaced upon its death, without the written consent of the trustees in terms of sub-rule (1).
- (5) The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3) or referred to in sub-rule (4), upon which the owner or occupier must remove the animal, reptile or bird from the section and the common property within a reasonable time.
- (6) Invitees are not allowed to bring any animals onto the common property or into a section in the scheme.
- (7) The feeding of wild life or birds on the common property is prohibited.

6. Vehicles

- (1) An owner or occupier of a section must park his vehicle (motorcar, motorcycle or LDV), or permit or allow such a vehicle to be parked in the exclusive use area (garage or parking bay) allocated to the section he owns or occupies.
 - (2) The visitors' parking bays on the common property may be used by owners and occupiers of sections and their invitees on a first come first serve basis, but provided that only 1 (one) visitors' parking bay may be used in relation to any section. The use of the visitor's parking bays by owners and occupiers of sections and their invitees shall be subject to the reasonable conditions imposed from time to time by the trustees.
 - (3) Save as stipulated in sub-rule (2) an owner or occupier must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit an invitee to park or stand a vehicle on any other part of the common property. The consent of the trustees must state the period for which it is given.
-

- (4) No caravan, boat, truck or any other vehicle may be parked on an exclusive use area (garage or parking bay) or on any other part of the common property without the consent of the trustees in writing.
 - (5) Any trailer or motorcycle may only be parked in parking bays specifically designated for this purpose by the trustees.
 - (6) No owner or occupier may park or stand any vehicle in such a manner as to cause an obstruction to the free flow of vehicular traffic. Owners or occupiers may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.
 - (7) Severely damaged or neglected vehicles and vehicles that are not in general use or that are not roadworthy may not be parked or left on any portion of the common property without the prior written consent of the trustees, and subject to compliance with the conditions imposed by them.
 - (8) The trustees may cause any vehicle, which is parked, standing or abandoned on the common property contrary to these rules or without the written consent of the trustees to be wheel-clamped, and only to be released upon payment of the release fee required by the trustees and/or upon payment of the legal costs and other costs incurred by the body corporate in the process.
 - (9) Owners and occupiers must ensure that their vehicles and the vehicles of their invitees do not drip or spill fuel, oil or brake fluid onto an exclusive use area or any part of the common property or impair or deface the clean appearance of the common property in any other manner.
 - (10) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on an exclusive use area, or on any portion of the common property, or in a section.
 - (11) No person may drive a vehicle on the common property in a manner which is considered to be dangerous, reckless or negligent in the opinion of the trustees. All drivers must observe the speed limit and road signs and keep proper lookout for other vehicles and pedestrians when driving their vehicles. No vehicle may be driven on the common property by any person who does not possess a valid driver's license.
 - (12) No person may reside or sleep in a garage or in a vehicle or caravan on the common property. Owners and occupiers must ensure that their garage doors are closed and the lights turned off when unattended.
 - (13) Vehicles must be driven as quietly as possible on the common property. Hooters or similar audible warning devices (excluding alarms and immobilisers) may not be used on the common property, except in the event of an imminent danger or in an emergency. Vehicle radios or music systems may not be used on the common property so as to be audible outside the vehicle concerned. Alarms and immobilisers may not cause an undue disturbance to owners or occupiers of sections.
-

- (14) The parking and driving of a vehicle on the common property shall be at the risk and responsibility of the driver and/or the owner of the vehicle. The body corporate, the trustees, and the employees, agents and contractors of the body corporate shall not be liable for any loss or damage of whatsoever nature that any person may suffer as a result of a vehicle having been parked or driven on the common property.

7. Refuse and waste disposal

- (1) An owner or occupier must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- (2) An owner or occupier must:
- (a) ensure that refuse is securely wrapped in suitable, strong refuse bags and, in the case of tins or other containers, ensure that they are completely drained before being deposited into a refuse bag;
 - (b) deposit refuse bags (with domestic refuse) in the refuse bins in the refuse room;
 - (c) deposit recyclable refuse in the recycle containers in the refuse room;
 - (d) ensure that he does not, in disposing of refuse, do something which may adversely affect the health, hygiene or comfort of an owner or occupier of another section;
- (3) No refuse bags or refuse bins may be placed or left on the common property contrary to sub-rule (2). In particular an owner or occupier must not deposit, throw, or permit or allow to be deposited or thrown, on any part of the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. No items may be dumped in or on top of the refuse bins in the refuse room.
- (4) No owner or occupier shall allow any part of his section to become unsanitary, accumulated with rubbish, a danger to health or otherwise dirty or untidy.
-

8. Minor alterations and renovations

- (1) An owner must not, without the written consent of the trustees, which consent must not be unreasonably withheld mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property or of the outside of a building.
 - (2) An owner must obtain the prior written consent of the trustees, which approval must not be unreasonably withheld, to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, provided that the device or screen must be soundly built and must be consistent with a design, colour, style and materials approved by the trustees.
 - (3) An owner must not construct or install any attachment, addition or device to or on any part of the common property or any part of the exterior of a building without the prior written consent of the trustees, and subject to their approval of the nature, design, and the manner and place of installation, of the attachment, addition or device. Only two television aerials and satellite dishes per building may be permitted. No air conditioners may be attached to any part of a building.
 - (4) To obtain the written consent of the trustees in terms of sub-rules (1), (2) or (3), the owner must apply to the trustees in writing. The application must be accompanied by sufficient sketch plans, architectural drawings and specifications explaining the nature, design, shape, size, material, colours and place of installation of the proposed alteration, attachment, addition or device. The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent. The owner must confirm his acceptance of the conditions attached to the consent of the trustees and must undertake to comply with the provisions of the conduct rules.
 - (5) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis (with the necessary changes having been made)* to occupiers of sections, provided that no occupier shall apply to the trustees for their written consent without the prior written approval of the owner of the section.
 - (6) An owner must keep all minor alterations attached to the common property or to the outside of the building and which relates specifically to his section or is used in connection with his section in a state of good order and repair.
 - (7) An owner or occupier must not proceed with renovations to his section without the prior written consent of the trustees. The owner or occupier must submit an application, with specifications, time frame, and if applicable, a plan of the proposed renovations to the trustees to obtain their consent to proceed with the renovations.
 - (8) The trustees must convey their written consent to the owner or occupier within a reasonable period after receipt of the application in terms of sub-rule (7). The trustees
-

may attach reasonable conditions to their consent. The owner or occupier must confirm his acceptance of the conditions imposed by the trustees and must undertake to comply with the provisions of the conduct rules. The owner or occupier must comply with the applicable regulations when installing or replacing a gas installation in respect of his section.

9. Structural alterations

- (1) An owner must not construct structural alterations to his section or the common property, without the prior written consent of the trustees and subject to the approval of building plans by the Municipality, where applicable.
 - (2) To obtain the written consent of the trustees in terms of sub-rule (1), the owner must comply with the following provisions:
 - (a) The owner must apply to the trustees in writing. The application must be accompanied by sufficient architectural drawings or plans and specifications of the proposed structural alterations.
 - (b) Upon receipt of the application, the trustees must consider the application and must advise the owner should they require any further documentation or information. The owner must furnish the trustees with any additional documents and/or information required by them.
 - (c) The owner must, where applicable, pay reasonable scrutiny fees required by the architect appointed by the trustees to scrutinise the drawings or plans on behalf of the body corporate.
 - (d) The owner must, where applicable, and if required by the trustees furnish the trustees with a report from a structural engineer.
 - (e) If considered necessary by the trustees, they may consult with, and/or obtain a report from, an architect, engineer, legal advisor or other professional consultant regarding the proposed structural alterations. The costs of the consultations and/or reports may be recovered from the owner, if the owner is provided with the estimate of the costs before the costs are incurred.
 - (f) If required by the trustees, the owner must pay a deposit in the amount as determined from time to time by the trustees to the body corporate before work commences. The deposit shall be retained by the body corporate until completion of construction of the alterations to the satisfaction of the trustees, subject to deductions that may be made for damages, costs, and other charges in terms of these rules.
 - (g) The owner must engage suitably qualified or experienced contractors and/or workers to perform the work. The owner must ensure that his contractors and/or other workers comply with the provisions of these rules.
 - (h) The owner must obtain an acknowledgement from the body corporate's insurers that they are aware of the alterations that will be taking place. The
-

- owner or his contractors must take out a 'Contractors All Risk' policy and/or other appropriate insurance for the duration of construction of the alterations.
- (i) The owners and his contractors must adhere to the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and the Construction Regulations. The owner and his contractors must make provision for fire prevention and must ensure that the safety of owners and occupiers are not compromised.
 - (j) The owner and his contractors must comply with the requirements of the Municipality and the regulations to the National Building Regulations and Building Standards Act, 1977 (Act No. 93 of 1977), as amended and any other relevant legislation, municipal by-laws and regulations.
 - (k) The owner must ensure that the structural integrity of the building is not compromised by reason of the alterations. The body corporate will hold the owner liable should any of the alterations affect the structural integrity of the building or cause damage to the building or to any of its components.
 - (l) All drilling, breaking and removal of existing brickwork must take place under the general supervision of an engineer.
- (3) The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent. The owner must confirm his acceptance of the conditions attached to the consent of the trustees and must undertake to comply with the provisions of the conduct rules.
 - (4) Once the building plans have been approved by the trustees, the owner must submit the building plans to the Municipality for approval. A copy of the approved building plans must be submitted to the trustees.
 - (5) If required in terms of the Act or the management rules, the structural alterations must be authorised by an appropriate resolution of the members of the body corporate. The resolution of the body corporate may be subject to reasonable conditions imposed by the members.
 - (6) Once construction of the structural alterations have been completed, the owner must notify the trustees, who must arrange for an inspection of the common property before refunding the deposit (without interest) to the owner, but subject to any deductions that may be made for costs and damages in terms of these rules.
 - (7) If required in terms of the Sectional Titles Act, No. 95 of 1986 the owner must ensure that the structural alterations are registered in the Deeds Registry. The owner must provide the trustees with a copy of the registered sectional plan.
 - (8) Aforesaid provisions shall, where applicable, also be applied *mutatis mutandis* (with the necessary changes having been made) to occupiers of sections, provided that no
-

occupier shall apply to the trustees for their written consent without the written approval of the owner of the section.

10. Provisions applicable to all alterations and renovations undertaken in terms of these rules

- (1) An owner must in respect of all alterations and renovations undertaken in terms of these rules comply with the following provisions:
 - (a) The owner must comply with the relevant provisions of the Act, the management rules, and these rules and with the conditions imposed by the trustees and/or by the members of the body corporate.
 - (b) If required by the trustees, the owner must pay a deposit in the amount as determined from time to time by the trustees to the body corporate before work commences. The deposit shall be retained by the body corporate until completion of construction of the alterations to the satisfaction of the trustees, subject to deductions that may be made for damages, costs, and other charges in terms of these rules.
 - (c) All doors, windows and other external fittings to be installed must conform in outward appearance to, or be of a similar standard and appearance as, such items generally installed elsewhere in the building/s, but subject to the discretion of the trustees. The external colour scheme of the building/s must be retained.
 - (d) The owner must keep the trustees informed of the progress in construction and must ensure that the work shall be completed timeously within the timeframe specified by the trustees, if any.
 - (e) All work must be performed on weekdays between the hours of 08h00 and 18h00 on weekdays or between the hours of 09h00 and 13h00 on Saturdays. No work may be undertaken outside of the foregoing hours, except in the event of emergency repairs or if specifically authorised by the trustees in writing. No work may be undertaken on Sundays or on public holidays or during the Easter Holiday period or during the period from the 15th of December until the 10th of January.
 - (f) The work must be performed with the minimum of discomfort, disturbance, obstruction or nuisance to other owners or occupiers.
 - (g) At least 72 hours' notice must be given to the trustees, if any particularly noisy work, are to be carried out.
 - (h) At least 72 hours' notice must be given to the trustees if any work necessitates the turning off of the main water supply or power supply. The owner must give reasonable written notice to all owners and occupiers who will be affected by any cutting off of the water- or power supply. The period without such
-

service/s must be kept to the minimum to reduce the inconvenience to other owners and occupiers.

- (i) The owner must not cause or allow any over-loading of the building's electricity installations. Electricity is not to be drawn from common property power points without the written approval of the trustees.
 - (j) The owner must not make any changes that may prejudice the flow of water, stormwater, wastewater, sewerage or the building's electrical supply. In regard to the hot-water cylinder (whether existing or new), the owner must ensure that the associated plumbing provides for water emanating from the overflow or from condensation to be fed back into the system, and that water does not drip onto any part of the common property.
 - (k) The common property must be kept clean, tidy and free of building rubble, which must be removed from the premises as work proceeds. The owner must ensure that his contractors clean the common property every afternoon before leaving the premises. No rubble, refuse or building material may be left on the common property. The refuse bins of the body corporate may not be used to deposit building rubble.
- (2) The owner or his contractor must not deviate from the approved building plans, without the written consent of the trustees and the approval of the Municipality. Should the scope of any alterations materially deviate from any consent, approval or plan initially granted, the owner must forthwith notify the trustees and submit a revised application for consideration by the trustees.
- (3) Should any alterations or renovations commence before the trustees have granted their consent or prior to approval of the building plans by the Municipality, where applicable, or should the scope of any alterations or renovations be materially changed or exceed the time frame set for the project, the trustees may instruct the owner and/or his contractor to stop work, until permission to continue with the work has been granted by the trustees.
- (4) An owner who undertakes any alterations or renovations to a section or the common property as envisaged in these rules, shall be responsible to the body corporate and to other owners or occupiers, as the case may be, for his acts and omissions and as well as for the acts or omissions of his contractors.
-

- (5) An owner who undertakes alterations or renovations shall be held legally and financially liable to an owner or occupier or to the body corporate, as the case may be, for any damage or defects, structurally or otherwise, caused by him or by his contractors to a section, exclusive use area, or to any other property of an owner or occupier, or to any part of the common property, or to any machinery, fixtures, fittings, equipment, appurtenances or service installation, or to any other property of the body corporate. The owner indemnifies the body corporate and the trustees and the other owners and occupiers of sections against any damages, defects or claims arising from the alterations or renovations undertaken by him or by his contractors.
- (6) The trustees may utilise the deposit paid by the owner to defray the costs of repairs of any damage or defects referred to in sub-rule (5). The trustees may also utilise the deposit paid by the owner to defray any other costs or other charges incurred by the body corporate directly or indirectly by reason of the alterations done by the owner.
- (7) Aforesaid provisions shall, where applicable, also be applied *mutatis mutandis (with the necessary changes having been made)* to occupiers of sections undertaking alterations or renovations with the prior written approval of the owner of the section.

11. Repairs and maintenance

- (1) An owner must repair and maintain all minor alterations and structural alterations constructed or installed in respect of his section and/or the common property in a state of good repair at his own expense.
- (2) An owner must repair and maintain his section as well as all pipes, wires, cables and ducts situated within his section and capable of being used in connection with the enjoyment of his section.
- (3) An owner or occupier must only use water closets and lavatories for the purpose for which it was constructed. No cooking oils or fats may be disposed of in the kitchen sink, drains and toilets and items such as paper towels, sanitary towels and nappies, may not be flushed down the sewerage system. An owner or occupier shall be liable to pay the costs involved in the clearing of all blockages in waste pipes and the sewerage system, caused by his misuse of the water closets and lavatories in his section.

12. Appearance of section and exclusive use area

- (1) An owner or occupier must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it.
-

-
- (2) An owner or occupier must not without the trustees' written consent:
 - (a) erect washing lines on the common property;
 - (b) hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme, or on any stoep or balcony.
 - (3) An owner or occupier must not, without the trustees' written consent display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme. The external signage must comply with the conditions imposed from time to time by the trustees with regard to size, appearance, contents and placement and with the approved signage requirements of the Municipality.
 - (4) The trustees may attach conditions to their consent referred to in sub-rules (1), (2) and (3) above.
 - (5) No temporary structure may be placed on any part of the common property without the written consent of the trustees.
 - (6) Owners and occupiers must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All curtains must have linings, and all linings of curtains, and blinds when viewed from outside, must be in neutral colours acceptable to the trustees in their discretion.
 - (7) An owner or occupier must keep the windows of his section clean (on the inside and outside thereof) at all times at his own costs. Any broken windows must be replaced by the owner of a section within 14 (fourteen) days of the breakage.
 - (8) The only items that may be stored on patios, stoeps and balconies are pot plants, patio furniture, and gas- or electrical braai devices, subject to the conditions imposed from time to time by the trustees, and compliance with the following requirements:
 - (a) With regard to patio furniture, it shall be limited to typical, conventional makes of tables, chairs or benches that have been specifically designed for exterior use. The use of the white plastic patio furniture is recommended, but the trustees may in their discretion allow other types of conventional outdoor furniture in white, green or stained wood.
 - (b) One plant per section may be placed at the entrance to the section on the common property provided such plant is placed on a drip tray with wheels and subject to it not causing an obstruction or being too large as determined by the trustees in their sole discretion.
 - (c) An owner or occupier who places any pot plants on the common property must ensure that the pot always appears neat and that it is always filled with plants that are kept alive and neat.
-

13. Storage of flammable materials and other dangerous acts

- (1) Subject to sub-rule (2), an owner or occupier must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
- (2) Sub-rule (1) above does not apply to the storage of fuel or gas in—
 - (a) the fuel tank of a vehicle, boat, generator or engine; or
 - (b) a fuel tank or gas cylinder kept for domestic purposes in compliance with any applicable legislation and regulations.
- (3) An owner or occupier shall not store any material, or do or permit or allow to be done, any other act in a 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 or which will or may lead to the insurance policy of the body corporate being suspended or cancelled or rendered void. If an owner or occupier contravenes this rule, the owner shall be liable to the body corporate for any damages arising from such contravention.
- (4) Fire safety equipment may only be used in an emergency to extinguish a fire or in a fire practice drill organised by the trustees. An owner or occupier shall not under any circumstances, except in the case of fire, break the seal on any of the fire hoses on the common property.
- (5) All owners making use of gas stoves, ovens, fire places or geysers must be in the possession of a gas certificate, fire extinguisher and other safety items as may be stipulated in terms of the applicable legislation or by-laws.

14. Behaviour of owners and occupiers and their invitees in sections and on the common property

- (1) An owner or occupier must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
 - (2) An owner or occupier must not obstruct the lawful use of the common property by any other person.
 - (3) An owner or occupier must take reasonable steps to ensure that his invitees do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
 - (4) An owner or occupier shall not use his section or exclusive use area or permit it to be used in such a manner or for such purpose as shall cause a nuisance to any other owner or occupier or an invasion of his privacy or which may threaten his safety. An owner or occupier must take reasonable steps to ensure that his children do not cause a noise or nuisance to any other owner or occupier.
 - (5) Owners and occupiers must at all times in their sections, exclusive use areas and on the common property maintain reasonable levels of noise which is not disturbing to
-

others. Sound generating devices such as televisions, radios and other appliances, including musical instruments, must be kept at acceptable volume levels.

- (6) Owners and occupiers must specifically between the hours of 23h00 and 07h00 maintain quietness in their sections, exclusive use areas and on the common property and at all other times limit noise to a minimum.
- (7) Children must be adequately supervised to prevent them from being injured, causing damages and from making a noise.
- (8) Owners and occupiers must ensure that their invitees comply with these restrictions.

15. Prohibition of certain activities

- (1) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a section or any part of the common property.
 - (2) No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes. No air guns, pellet guns, catapults, or bow and arrows may be discharged on the common property.
 - (3) No stones or solid objects may be thrown or propelled on the common property or from any section or exclusive use area.
 - (4) The playing of ball games on the common property is prohibited. The throwing of Frisbees on the common property is prohibited.
 - (5) The climbing of trees or onto walls or roofs is prohibited, except as may be required for the purpose of maintenance.
 - (6) The use of motorcycles, bicycles, skateboards, roller skates, roller blades, quad bikes, carts or scooters on the common property, shall be subject to compliance with the conditions imposed from time to time by the trustees. However no such items may be used in the swimming pool area or on the garden areas and such items may not be left overnight on any portion of the common property.
 - (7) No auction, fete, jumble sale or exhibition may be held in a section or on the common property, without the written consent of the trustees.
 - (8) No criminal activities may take place in a section or exclusive use area or on any part of the common property. No form of violence, rowdiness, disorder, noisiness, drunkenness or other offensive or scandalous behaviour is allowed on the common property.
 - (9) No person should be threatened, victimised or otherwise intimidated, harassed or verbally abused on the common property. The making of false statements, spreading of rumours and any other form of bullying or anti-social behaviour is discouraged.
-

- (10) An owner or occupier shall not request a body corporate employee to perform work for him during his work hours or otherwise interfere with a body corporate employee in the performance of his work.

16. Sale and letting of sections

- (1) An owner must notify the body corporate forthwith of any change of ownership or occupancy in his section and of any mortgage concluded in respect of his section.
- (2) Upon the conclusion of an agreement of sale of a unit or upon the other alienation of a unit, and when any such details changes, the owner must provide the trustees with the following particulars and information as may be applicable:
- (a) the particulars and new contact information of the owner;
 - (b) the particulars and contact information of the purchaser or the other transferee of the section;
 - (c) any further information and documentation required by the trustees.
- (3) All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- (4) An owner who lets his section must comply with the following provisions and shall ensure compliance thereto by his letting agent, if he has appointed a letting agent:
- (a) A written agreement must be concluded between owner and the tenant;
 - (b) In terms of the lease agreement, the tenant must be obliged to comply with the provisions of the conduct rules;
 - (c) The owner must provide a copy of these conduct rules to the tenant at the expense of the owner.
- (5) Upon concluding a lease in respect of a section or upon a change in occupation of a section, and when any such details changes, the owner must provide the trustees with the following information and documentation as may be applicable:
- (a) the particulars and contact details of the owner;
 - (b) the particulars and contact details of the tenant;
 - (c) the duration of the lease;
 - (d) the number of persons who will occupy the section;
 - (e) confirmation that the tenant has been given a copy of the conduct rules.
 - (f) any further information and documentation as required by the trustees.
- (6) The owner must provide the purchaser, tenant or other occupier of his section with a copy of these rules at his own expense.
- (7) The foregoing provisions of this rule relating to letting of units shall apply to short term as well as to long terms lets. Any owner of a section who intends letting his section as holiday accommodation must adhere to the municipal by-laws and must
-

advise the trustees and the managing agent accordingly and must, where applicable, provide them with the name and particulars of their letting agent. He shall personally, or through his agent, keep the trustees and the managing agent informed of the particulars of every new occupant/s and the period of their stay. The minimum period of stay must equal or exceed five (5) days.

- (8) The owner must instruct all tenants or occupiers who intend moving furniture into or out of a section to liaise with the manager of Golf Beach or any of the trustees, regarding the date and time when the move will take place in order for the tenant or occupier to be informed of the required care to be taken to avoid damages to the common property and to arrange for an inspection after the move to assess any possible damages.

17. Occupancy and use of sections and exclusive use areas

- (1) An owner or occupier must not contravene or permit the contravention of:
- (a) any law or by-law relating to the use of a section or an exclusive use area; or
 - (b) the conditions of a license relating to use of the building or the common property, or the carrying on of a business in the building; or
 - (c) the conditions of title applicable to sections or exclusive use areas.
- (2) Except with the prior written consent of the trustees, and subject to compliance with the conditions imposed by the trustees, no owner or occupier shall allow more persons to reside in a section at any one time than 2 (two) persons per bedroom in the section.
- (3) For the purpose of sub-rule any person, who occupies a section for more than 48 hours per week, shall be deemed to reside in that section.
- (4) No person may reside in any garage, storeroom, bathroom, toilet, kitchen or pantry. No person may reside in a section, exclusive use area or other part of the common property, other than a section intended for residential purposes.

18. Use of the common property and facilities

- (1) The common property and all facilities, if any, shall be used in such a manner and at such times as may be prescribed by the trustees from time to time.
- (2) An owner or occupier must use and enjoy the common property and facilities of the body corporate in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other owners or other persons lawfully on the premises.
- (3) An owner or occupier must exercise proper care so as not to cause damage to the common property, or the plant, machinery, fixtures and fittings used in connection with the common property or to any other property of the body corporate, movable or immovable.
- (4) An owner or occupier must not damage or remove any flower, plant, shrub or tree from the common property without the written consent of the trustees.
-

19. Use of the swimming pool and surrounding area

- (1) The swimming pool is exclusively for the use of owners and occupiers of sections. Visitors or guests may only use the swimming pool if accompanied by the owner or occupier.
 - (2) Owners and occupiers must comply with the following provisions and any further conditions imposed from time to time by the trustees when using the swimming pool:
 - (a) The swimming pool and the pool area may only be used between the hours of 6h00 and 23h00.
 - (b) No dogs are permitted in the swimming pool area.
 - (c) The swimming pool gate must be closed upon entering or exiting the swimming pool area.
 - (d) Persons using the swimming pool do so at their own risk, and in the case of minor children at the risk of their parents. Children under the age of 12 years must be under the supervision of a responsible adult at all times when in the swimming pool area.
 - (e) Persons using the swimming pool must be suitably clothed in swimwear.
 - (f) No parties, drinking or unruly behaviour is permitted in the pool area. No person under the influence of alcohol or drugs may be allowed to enter pool area. No smoking is allowed in the pool area.
 - (g) No rough or violent games may be played inside the swimming pool. Any games or activities causing a disturbance to, or endangering any other users of the swimming pool, are strictly forbidden.
 - (h) No ball games may be played in the swimming pool or within the pool area. No inflatable mattresses may be used in the swimming pool.
 - (i) No bottles or other glassware or any other materials which may cause injury may be brought into the swimming pool area.
 - (j) Any noise at the pool area must be kept to a minimum. Radios, cassette players, compact disc players and similar items may not be used in the pool area unless earphones are used. No musical instruments may be played in the pool area.
 - (k) Litter and refuse must be deposited in the containers provided for such purpose. After use the swimming pool area must be left in a clean and neat condition and all towels, toys, furniture and other items must be removed.
 - (l) Owners and occupiers must comply with the conditions as displayed on the wall or fence at the entrance gate to the swimming pool and with any further conditions that may be imposed from time to time by the trustees.
 - (m) No object that could damage the pool equipment or filter system is allowed in the swimming pool.
-

- (n) The swimming pool cleaning device and pool equipment may not be removed from the swimming pool or handled or tampered with.
- (3) The trustees may request any person who fails to adhere to these rules or the conditions imposed by the trustees to immediately leave the swimming pool area. The trustees may in their sole discretion prohibit the use of the swimming pool by any person or group of persons who fails to adhere to these rules.

20. Braaiing on stoeps, patios or balconies

- (1) An owner or occupier must not use the built-in braai facility on his stoep, patio or balcony in a manner or for such purpose which shall cause a nuisance to another owner or occupier by virtue of smoke or other hazard.
- (2) An owner or occupier may use gas- or electrical braai devices to braai on his stoep, patio or balcony, subject to compliance with any reasonable conditions imposed from time to time by the trustees.
- (3) Owners and occupiers must keep their stoeps, patios or balconies clean and free from the blackening of braai smoke.
- (4) Owners and occupiers may use the designated braai facilities situated on the common property, subject to compliance with the reasonable conditions imposed from time to time by the trustees.

21. Slaughtering of animals or poultry

- (1) Subject to the provisions of sub-rule (2), no animal or poultry may be slaughtered in a section, or an exclusive use area, or on any part of the common property.
 - (2) The slaughtering of animals for religious reasons, in a section, on an exclusive use area or on the common property, will only be permissible provided that:
 - (a) the owner and/or occupier has obtained the prior written consent of the trustees, which consent will not unreasonably be withheld provided that:
 - (i) a written application for consent has been submitted to the trustees at least 2 (two) weeks prior to the date that the slaughtering is scheduled for;
 - (ii) such written request must specify a reasonable date and time for the slaughtering to take place; the type of animal to be slaughtered; the name and qualifications of the person who will be carrying out the slaughtering ritual; and confirm that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;
 - (b) the slaughtering ritual must be carried out in accordance with the terms and conditions of the trustees' approval granted after consideration of the written application referred to in sub-rule (a)(i) above;
-

- (c) upon receipt of written confirmation from the Municipality that the owner or occupier has their consent and will comply with the applicable by-laws;
- (d) as may be applicable, upon receipt of written confirmation from the Department of Health that the owner or occupier has their consent and that their specifications will be met;
- (e) upon receipt of written confirmation from the Society for the Prevention of Cruelty to Animals (SPCA) that a SPCA official will attend the ritual and ensure that the animal will not endure unnecessary pain or suffering;
- (f) upon receipt of written proof that all affected owners and occupiers within the scheme have received written notification of the slaughtering ritual to take place, which notification must set out the date and time that the slaughtering ritual is scheduled for.

22. Eradication of pests

- (1) An owner must keep his section free of insects, including white ants and borer beetles as well as rodents and cockroaches. An owner or occupier must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- (2) The body corporate must recover the costs of the inspection and replacement referred to in sub-rule (1) from the owner of the section.

23. Security

- (1) Owners and occupiers of sections must at all times ensure that the security and safety of other occupiers and their property are preserved.
- (2) Owners must comply with any security measures and directives imposed from time to time by the trustees and with the security measures of the Greenways Golf Estate Home Owners Association.
- (3) Owners and occupiers must report any criminal incidents to the trustees as soon as possible after the event.

24. Complaints

Any complaints must be submitted to the trustees or the managing agent in writing. If the complaint relates to breach of these rules by an owner or occupier of a section, the complainant must indicate, the nature of the breach; the identity of the owner or occupier alleged to have committed the breach; the date and time of the breach; his own identity; and the identity of any other person(s) who witnessed the breach. For the purpose of holding an internal dispute resolution meeting with the parties to the dispute, the owner or occupier must submit a signed and motivated complaint to the trustees per the prescribed complaint form, to be obtained from the trustees. Should a complaint be made by or against a trustee in terms of any rule, such trustee shall be precluded from considering the complaint at the

trustees' meeting and taking part in any ruling, finding or the imposition of a penalty. Such trustee may however present his case at the trustees' meeting prior to voting.

25. Directives and design guidelines

- (1) The trustees may from time to time issue directives in respect of these rules or the conduct rules. The trustees may through their directives disclose information in respect of the interpretation of these rules or the conduct rules and the practical application thereof. The application forms prescribed from time to time by the trustees may be incorporated into the directives. The amounts of the penalties prescribed from time to time by the trustees and the conditions imposed from time to time by the trustees may be incorporated into the directives. The trustees are not authorised to create new rules through their issuing of directives. A directive may not be in conflict with any rule.
- (2) The trustees may compile design guidelines for the body corporate to control the design, structure, finishes and appearance of the buildings, building improvements and structures on the land and any alterations, attachments, additions or improvements thereto in terms of these rules.
- (3) Owners of sections shall comply with the provisions of these rules and the design guidelines with regard to all alterations to their sections, exclusive use areas, the common property or the exterior of a building in terms of these rules.
- (4) The trustees may perform such acts as are necessary to accomplish the purposes expressed or implied in these rules and the design guidelines, including but not limited to:
 - (a) examine and approve building plans for structural alterations and other improvements;
 - (b) appoint an architect and such advisors as are necessary to scrutinize building plans on behalf of the trustees to ensure compliance with the design guidelines;
 - (c) impose a scrutiny fee for the consideration of building plans and such further fees and charges as may be deemed necessary in relation to the consideration of an application and building plans submitted by an owner;
 - (d) determine a deposit payable by an owner;
 - (e) enter the section with reasonable notice to the owner or occupier or contractor for the purpose of ensuring that the provisions of the Act, the management rules and conduct rules are being observed, except in an emergency when no notice is needed, and entry may be forced if indicated.

26. Written notices

- (1) A written notice by or on behalf of the body corporate in terms of these rules to an owner or occupier of a section shall be in such format as the trustees may from time to time determine.
-

- (2) A written notice as contemplated in sub-rule (1) shall be regarded as having been properly delivered, if:
- (a) delivered to the owner or occupier of the section by hand, in which event it shall be regarded as having been received on the date of delivery, provided that the owner or occupier has acknowledged receipt, or
 - (b) delivered by registered post to the owner or occupier of the section to his service address, in which event it shall be regarded as having been received on the 4th day after the date of posting, or
 - (c) delivered by fax or e-mail to the owner or occupier of the section to the fax number or e-mail address, as the case may be, as reflected in the records of the body corporate, in which event it shall be regarded as having been received on the date of transmission.
- (3) In all instances where a notice is sent to the occupier of a section in terms of these rules, a copy of the notice shall also be sent to the owner of the relevant section.

27. Contravention of these rules

- (1) If an owner, occupier or invitee contravenes a provision of these rules, the trustees shall be entitled, without prejudice of any other rights or remedies, to:
- (a) issue the owner with a written demand to remedy the contravention; and/or
 - (b) institute legal proceedings in any court of competent jurisdiction for such relief as the trustees may consider necessary; and/or
 - (c) in the event of a dispute, refer the matter for an internal dispute resolution meeting in terms of conduct rule 29; and/or
 - (d) apply to the Community Schemes Ombud Service in terms of the Community Schemes Ombud Service Act for an appropriate order; and/or
 - (e) impose a penalty on the owner of the section in terms of conduct rule 28.
- (2) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* (with the necessary changes having been made) to occupiers of sections and invitees.
- (3) Without prejudice of any other rights or remedies, an owner or occupier of a section may:
- (a) in the event of a dispute, refer the matter for an internal dispute resolution meeting in terms of conduct rule 29; and/or
 - (b) apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order.

28. Imposition of penalties

- (1) If the an owner, occupier or invitee contravenes a provision of these rules, the trustees may, without prejudice of any other rights or remedies of the body corporate, by written notice inform the owner of the section of the contravention and warn the owner that if he, or the occupier or invitee of his section fails to remedy the
-

- contravention and/or persists in or repeats such contravention, a penalty will be imposed on the owner of the section.
- (2) If notwithstanding the written notice given by the trustees in terms of sub-rule (1), the owner, or the occupier or invitee fails to remedy the contravention or persists in or repeats the contravention, the trustees may impose a penalty on the owner of the section. The penalty must not be equal to or exceed double the monthly levy payable by an owner. A written notice must be sent to the owner indicating that a penalty was imposed on the owner, the reasons for imposing the penalty and informing the owner that if he disputes the decision of the trustees, he must submit a signed and motivated complaint per the prescribed complaint form with the body corporate within fifteen (15) days of the date of the written notice.
 - (3) The penalty imposed under sub-rule (2) above, shall become due on the passing of the resolution by the trustees and the penalty must be paid to the body corporate within 15 (fifteen) days of the date of the written notice. The penalties may be added to the levy statements of owners by agreement.
 - (4) The trustees must from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the trustees at a general meeting of the body corporate.
 - (5) A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner may be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and the owner may be held liable for a penalty in respect of each such separate contravention.
 - (6) If the owner disputes the decision of the trustees to impose a penalty or the amount of the penalty, the owner, must within 15 (fifteen) days of the date of the written notice in terms of sub-rule (2), submit a signed and motivated complaint with the body corporate per the prescribed complaint form.
 - (7) Upon receipt of the complaint form from the owner, the trustees may:
 - (a) withdraw or reduce the penalty; or
 - (b) schedule a trustees' meeting (internal dispute resolution meeting) for the purpose of considering the complaint and invite the owner to attend the meeting, and/or to be represented at the meeting.
 - (8) At the trustees' meeting referred to in sub-rule (7)(b) above, the owner and/or his representative shall have the right to:
 - (a) present his case;
 - (b) present any evidence, including the calling of witnesses, to substantiate his case;
 - (c) cross-examine any person called as witness in support of the charge;
-

- (d) have access to documents produced in evidence; and
 - (e) produce mitigating factors.
- (9) The trustees must record their decision and the outcome of any internal dispute resolution meeting on the complaint form. If so resolved the trustees, may:
- (a) uphold the penalty; or
 - (b) withdraw or reduce the penalty.
- (10) The failure of the owner charged to attend the trustees' meeting shall not invalidate the proceedings thereat. Should the owner not attend the trustees' meeting without providing a reasonable request for postponement, the trustees may in their sole discretion continue with the trustees' meeting and consider the objection in the absence of the owner.
- (11) Should the owner not agree with the decision of the trustees in terms of sub-rule (9), the owner may, without prejudice of any other rights or remedies:
- (a) request that the trustees refer the matter to a general meeting of the members for their decision, and/or
 - (b) apply to the Community Schemes Ombud Service in terms of the Community Schemes Ombud Service Act for an appropriate order;
 - (c) institute proceedings in a court or a tribunal for the judicial review of the decision of the trustees.
- (12) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* (with the necessary changes having been made) to occupiers of sections and invitees.

29. Internal dispute resolution meeting

- (1) In the event of any dispute arising between owners of sections, or between an owner and an occupier of a section, or between an owner or an occupier of a section and the body corporate, the trustees or the managing agent, the parties to the dispute must engage each other in good faith with the purpose of resolving the dispute within a reasonable time. The parties to the dispute may contact each other telephonically, and/or in writing and/or schedule a meeting.
- (2) A party to the dispute may for the purpose of holding an internal dispute resolution meeting with the trustees, submit a signed and motivated complaint to the trustees per the prescribed complaint form. The trustees must record their decision and the outcome of any internal dispute resolution meeting in the complaint form.
- (3) In the event of the dispute not being resolved internally as contemplated in sub-rule (1) or (2) above, any party to the dispute may apply to the Community Ombud Service in terms of the Community Schemes Ombud Service Act for relief in terms of the Community Schemes Ombud Service Act.
-

30. Exclusion of liability

- (1) An owner or occupier of a section present on the common property or using any of the facilities or services of the body corporate does so entirely at their own risk.
- (2) The body corporate, the trustees, the managing agent and the agents, employees or contractors of the body corporate shall not be liable for any injury to any person (including loss of life) or loss or damage of any property, which a person may suffer or sustain whether directly or indirectly in or about the common property, regardless of the cause thereof. The body corporate shall not be responsible for any theft of property occurring within the scheme.
- (3) Any claims shall be limited to the amount actually recovered by the body corporate from the receipt of proceeds of any public liability insurance.
- (4) An owner or occupier of a section shall not have a claim against the body corporate, the trustees, the managing agent or any of the agents, employees or contractors of the body corporate of whatsoever nature arising from use of the common property or facilities or services nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.
- (5) An owner or occupier of a section shall not have any claim against the body corporate as a result of fire or any substance, liquid or gas, escaping from the common property or from a section and causing damage to any person or property of any person.
- (6) The owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the body corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any levies or other amount due by them for any reason whatsoever.
- (7) The exclusions of liability and indemnity in this clause will not apply in respect of any loss suffered by a person which is directly attributable to the criminal acts or gross negligence of the body corporate, the trustees or the body corporate's employees, agents or contractors, if the Consumer Protection Act, No. 68 of 2008 applies for the benefit of that person.
- (8) 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.

31. Relaxation of rules

No indulgence or relaxation in the application of these rules shall constitute a precedent, waiver or consent, or prevent the enforcement thereof by the trustees.
