



SANDOWN CRESCENT BODY CORPORATE

SS130/1996

(Hereinafter referred to as SCBC)

CONDUCT RULES

(In terms of Section 10 (2) (b) of the Sectional Titles Schemes Management Act,
2011 (Act 8 of 2011), as amended)

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THE SANDOWN CRESCENT BODY CORPORATE CONDUCT RULES

SS130/1996

1. PRELIMINARY

The Conduct Rules may not be substituted, added to, amended or repealed except by Special Resolution of the Members of the Body Corporate in accordance with the Act. The Trustees, appointed by the members of the Body Corporate, are mandated to uphold and enforce the Rules once they have been approved and certified by the Ombudsman.

Sandown Crescent is a member of the Royal Ascot Master Property Owners Association (RAMPOA), which is a body corporate established in terms of Section 29 of the Land Use Planning Ordinance, No: 15 of 1985, and as such is subject to the provisions contained in the Constitution of that body.

2. INTERPRETATION

In the interpretation of these Rules, unless the context clearly indicates a contrary intention:

- 2.1 “Act” means the Sectional Titles Schemes Management Act, 8 of 2011, as amended from time to time, and includes any regulations made and in force therein. “Sectional Titles Act” means the Sectional Titles Act, 95 of 1986.
- 2.2 words and expressions to which a meaning has been assigned in the Act and the Sectional Titles Act shall bear the meanings as assigned to them.
- 2.3 the singular shall include the plural and *vice versa*.
- 2.4 a reference to any one gender shall include the other genders.
- 2.5 a reference to natural persons shall include legal persons and *vice versa*.
- 2.6 “Trustee” includes an alternate Trustee.
- 2.7 “the building” shall mean a building or buildings of a permanent nature which are shown on a Sectional Plan as part of a scheme and to which these Rules apply.
- 2.8 the headings of these Rules are for convenience and shall be disregarded in construing these Rules
- 2.9 The term OWNER, where applicable in terms of the context, shall be deemed to include any occupier/tenant of or to a Section in the scheme known as SCBC from time to time.
- 2.10 These Rules are binding on all owners of a Section in the scheme known as SCBC, including occupiers, tenants, visitors, employees and contractors.

- 2.11 SCBC has appointed Trustees at a general meeting to administer the affairs of the Body Corporate, on behalf of the Owners, and who may appoint Agents to assist them with their duties.
- 2.12 An Owner of a Section is responsible for the conduct of his tenants, visitors or contractors who are subject to the provisions contained in the Act, the Sectional Titles Act, as amended, the Management and the Conduct Rules, municipal by-laws and national legislation.
- 2.13 The term COMMON PROPERTY refers to the areas marked as such on the Sectional Plan of the Scheme.
- 2.14 The term EXCLUSIVE USE AREA refers to portions of the common property, being PE1 – PE47 inclusive, (Block E basement parking) PD1 - PD47, inclusive (Block D basement parking), PC1 - PC12 inclusive (Block C basement parking), PB1 - PB47 inclusive (Block B basement parking), PA1 - PA47 (Block A basement parking), PAN11 - PAN12 inclusive, PAN17 - PAN18 inclusive, PAN25, PAN32 and PAN37, PAN42 - PAN43 inclusive, PAN49, (Block A basement parking), PBN11 - PBN12 inclusive, PBN17 - PBN18 inclusive, PBN25, PBN32, PBN37, PBN42 - PBN inclusive, PBN49 (Block B basement parking) and PDN32, PDN 36.PDN 43, PDN 49, (Block D basement parking) and PEN32, PEN36, PEN43 and PEN49 (Block E basement parking) allocated for the exclusive use and enjoyment of a specific Section, to the exclusion of all other Owners of Sections in the scheme, in terms of Section 27 of the Sectional Titles Act.

3. LEVIES

- 3.1 All levy payments are due and payable on the 1st day of each month and must be received and are to reflect in the Managing Agent's Bank account or the Bank account in the name of the Body Corporate, should no Managing Agent have been appointed, by no later than the close of business on the 7th (seventh) of the month. Failure to comply may result in interest being charged at an interest rate as determined by the Body Corporate in general meeting, from time to time and approved by the Trustees and recorded in the Minute Book of the Body Corporate.
- 3.2 An Owner of a Section who is in arrears with levy payments after the 7th (seventh) day of the second consecutive month will be handed over to the Body Corporate's Attorneys with a request for legal action to be taken against the Owner concerned for the recovery of all outstanding amounts owing to the SCBC. Should such action not result in the recovery of monies due to the Body Corporate the matter will be referred to the Ombud for mediation/adjudication.

4. REFUSE DISPOSAL/RECYCLING AND LITTERING

- 4.1 An Owner or occupier of a Section shall:-
- 4.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within his Section and ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

4.1.2 be responsible for the removal of refuse and debris from their Section in a securely tied black plastic refuse bag directly into the black municipal refuse bins provided at the bottom of the stairwell in each Block. Recyclable waste does not need to be sorted but must be placed directly in the recycling bins;

4.1.3 not place or allow or cause to be placed any refuse or rubbish in or on an exclusive use area or the common property, or part thereof, except in such place or places specifically designated by the Trustees from time to time;

4.1.4 may not deposit, throw, or permit or allow to be deposited or to be thrown, onto the common property, the horse racing track or the balcony of another Section any rubbish, including but not limited to, dirt, cigarette butts, building rubble/materials, stones or solid objects, food scraps, or any other litter whatsoever;

4.1.5 ensure that domestic furniture and appliances, cardboard boxes, sanitary ware, cupboards, builder's rubble, large objects and items that will not be removed by the refuse services are not deposited in the Municipal refuse bins or left, stored or abandoned on the common property or an exclusive use area at any time. Such items must be immediately removed from the Complex at the cost and expense of the Owner or occupier concerned;

4.1.6 ensure that when moving in or out of a Section they dispose of any excess moving materials off site, including but not limited to cardboard boxes and packing and not dispose of them in the municipal refuse bins.

4.2 Cooking oils, fats, paper towels, sanitary towels, nappies or any item of a similar nature may not be disposed of into kitchen sinks, basins or toilets which flow directly into the sewage system.

4.3 Should any of the items stated in Clause 4.2 be discovered in the sewage system and traced back to a specific Section or Sections the Owner/s of the Section/s may be held liable for the cost of removing said material. The reimbursement of any cost involved will be considered a debt due to the Body Corporate and is payable on demand and may be recovered via the Levy Account of the Owner concerned.

5. VEHICLES/CYCLES

5.1 An Owner or occupier of a Section and all third parties being given access to the Complex by an Owner or occupier of a Section shall:-

5.1.1 not, except in a case of emergency, without the written consent of the Trustees, which consent must state the period for which it is given, park a vehicle, or allow a vehicle to stand on any part of the common property other than a parking bay allocated to that Section or a visitor's parking bay designated for such purpose; provided that parking in front of or obstructing a fire hydrant is not allowed at any time;

5.1.3 obey all signs and road markings containing directions for the use and parking of vehicles on the common property and observe the speed limit of 20kph;

5.1.4 not allow any unlicensed person to drive a vehicle upon the common property;

5.1.5 park only one vehicle in their allocated parking bay and in such a way that the flow of traffic, access and egress from the basement parking area is not obstructed and park entirely within the boundary of such area as indicated by any boundary demarcation;

5.1.6 not park nor stand any vehicle upon the common property, or permit or allow any vehicle to be parked or to stand upon the common property which causes, or may cause, an obstruction/nuisance to any other resident;

5.1.7 not sound any hooters within the confines of the Complex other than in an emergency;

5.1.8 ensure that motor vehicle alarm systems are not activated other than in an emergency;

5.1.9 not drive any vehicles on the common property in such a manner which creates a nuisance or is considered by the Trustees to adversely affect the safety of the residents in the scheme;

5.1.10 ensure that only vehicles registered to an Owner or a bona fide occupant of a residential Section in the scheme may use a tap or wash a motor vehicle on the common property. Engines may not be cleaned and hose pipes may not be used at any time;

5.1.11 ensure that their vehicles, and the vehicles of their tenants, visitors, guests or contractors, do not drip oil or brake fluid onto the common property or in any way deface the common property. Should any vehicle have leaked oil or fluid of any kind on the common property, the Owner of the Section granting access to the vehicle, is solely responsible for the immediate and satisfactory cleaning and/or correction of any damage and/or mess caused. Should said Owner not clean or arrange for the cleaning of the affected area and such failure persists for a period exceeding 7 (seven) days after notice to clean, from either the Trustees, or the Managing Agent acting on their behalf has been served, the Trustees may resolve to have the area cleaned at the cost and expense of the Owner concerned. The reimbursement of any cost involved will be considered a debt due to the Body Corporate and is payable on demand and may be recovered via the Levy Account of the Owner concerned;

5.1.12 not dismantle or effect an oil change or any running repairs to any vehicle on any portion of the common property, an exclusive use area or in a Section: Provided that emergency repairs to allow a vehicle to be removed from the scheme will be allowed;

5.1.13 ensure that bicycles and motor cycles are parked in such a way that they do not prohibit access or egress to or from any part of the common property.

5.2 **Visitor's parking bays are to be used exclusively by visitors for the duration of their visit to the scheme and may not be used by residents who must use their allocated parking in the basement;** provided that the Trustees may, if directed by a Special Resolution of the members of the Body Corporate, enter into a written short-term lease over any portion of the common property which is limited to a resident in the scheme.

5.3 Damaged vehicles, vehicles not in regular use or vehicles which are unlicensed, unroadworthy or abandoned, may not be parked on the common property, or an exclusive use area, without the prior written approval of the Trustees having first been

obtained and provided that such parking may be for a short period not exceeding a maximum of 30 (thirty) days.

- 5.4 Caravans, boats, trailers (both personal and commercial), and any vehicle which has no independent means of motorized propulsion, may not be parked on the common property, including an exclusive use area, without the prior written consent of the Trustees.
- 5.5 An Owner of a Section to which a parking bay has been allocated as an exclusive use area may only use it for their personal use or allow it to be used by an occupier of their Section, or another resident in the scheme, to whom they have personally given permission. Parking bays may not be leased to non-residents and may only be sold to the Owner of a residential Section in the scheme.
- 5.6 The installation of a storage box on or over an exclusive use parking bay will only be allowed once the written permission of the Trustees has been obtained who will, when granting permission, stipulate the type, size, colour and material of the construction. Storage boxes, so installed, may not be removed and remain the responsibility of the Owner of the Section, to whom an exclusive right of use to the parking bay has been granted, to repair, maintain and keep in a neat and tidy condition.
- 5.7 Trucks and heavy vehicles with a maximum weight limit of 3.5T GVM (Gross Vehicle Mass) are allowed in the Complex for a period not exceeding 4 (four) hours)
- 5.8 Vehicles who have been given access to the scheme may not be used for either temporary or permanent living accommodation.
- 5.9 Games and recreational activities are not allowed in the basement parking areas.
- 5.10 Owners of vehicles being granted access to the Complex do so entirely at their own risk. The Body Corporate will not accept any responsibility for damage, loss, theft or similar to, or from, any vehicle or to, or from, the Owner of any vehicle having been granted access to the Complex.

6. NOISE

- 6.1 Particular consideration must be observed and noise levels kept to a minimum to ensure that residents are not inconvenienced by undue noise between 22h00 and 06h00 daily and between 14h00 and 17h00 on a Sunday.
- 6.2 Party music etc., must be discontinued by 22h00. Such music may not be disruptive or prevent any other owner or occupier of a Section in the scheme from enjoying the beneficial occupation of their property. Should such music be considered by the Trustees, in their sole discretion, to exceed an acceptable level the Owner or occupier of the Section must immediately reduce the noise upon being requested to do so.
- 6.3 Excessive noise must be avoided at all times and especially during building operations. Power drills, hammering etc., if undertaken for domestic purposes or in an emergency, must cause minimum nuisance to other residents and shall not be permitted between the hours of 17h00 and 09h00 on weekdays and before 10h00 and after 14h00 on a Saturday and may not take place on a Public Holiday or a Sunday.

6.4 The Owner or occupier of a Section must;

6.4.1 take reasonable steps to ensure that they or any occupier or their Sections' visitors do not create noise or behave in any way likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the common property;

6.4.2 not cause nor permit any disturbance which in the opinion of the Trustees would constitute a nuisance or an invasion of the right of privacy of another occupier in the scheme.

7. GARDENS AND PLANTS

7.1 All gardening in respect of the common property shall be done by persons or services authorized by the Trustees and residents may not give instructions to any service or garden staff, employed by the Body Corporate, and all requests must be submitted to the Trustees, in writing, and the appointed Trustee will instruct the service or garden staff, if appropriate.

7.2 Plants, trees or shrubs may not be planted or removed from the common property.

7.3 Plants, trees and shrubs, including those planted in pots on balconies, are limited to those contained in the RAMPOA plant species list.

8. CHILDREN

8.1 Children are welcome in the Complex and are obliged to obey the rules and may not use the common property as a playground including, but not limited to, fencing, laundry areas, basements, visitor's parking areas, stairways or landings or at or near the entrance gates.

8.2 Ball games, skateboards, roller skates/blades, carts, bicycles, tricycles or similar may not be used, left or stored on the common property.

8.3 An Owner or occupier of a Section shall be responsible for the conduct, and must supervise, his minor children, his domestic worker's minor children and the minor children of his visitors to ensure that no damage to or nuisance, especially concerning noise, is caused on the common property, exclusive use areas or the property of other Owners or residents. Minor children may not interfere with the mail boxes, plants, decorations, name plates, fire-fighting equipment, pool motor or pool cleaning equipment, exterior lights, security gates, entrance gates, motor vehicles, remotes and intercoms, etc.,

9. BUSINESS ACTIVITIES AND HOBBIES

9.1 SANDOWN CRESCENT is a residential scheme and no business or trade may take place within a Section, an Exclusive Use Area or anywhere on the common property without the written consent of all the members of the Body Corporate.

9.2 Jumble Sales may not be held on the common property, an exclusive use area or in a Section.

- 9.3 Auctions, other than those required to accommodate the Sale of a Section, are not allowed either within a Section or on any part of the common property or an exclusive use area.
- 9.4 Hobbies or other activities may not be conducted on the common property, an exclusive use area or within a Section if they cause a nuisance or create undue noise.
- 9.5 An Owner or a resident of a Section may not hold any social function on the common property, with the exception of the pool and braai areas, without the prior written consent of the Trustees having been obtained. Such consent may not be unreasonably withheld.

10. EMPLOYEES/VISITORS

- 10.1 An Owner or occupier of a Section:-

10.1.1 shall be responsible for the activities, conduct and any damage or loss caused by their domestic employee, visitors, contractors or guests and shall ensure that they understand and do not breach any provisions of the Act, the Sectional Titles Act, the Rules, national legislation or local by-laws which relate to the scheme, or entertain any conduct which may adversely affect the scheme;

10.1.2 is responsible for ensuring that their domestic staff sign in to gain access to the scheme. In the absence of an Owner or occupier of Section access to domestic staff may be gained via key/remote subject to registration. The Owner or occupier of a Section who allocates a key/remote to their domestic staff is at all times responsible for their domestic staff's actions while they are inside the scheme;

10.1.3 may not, under any circumstances, interfere with the schedule of work of service staff employed by the Trustees and ensure that they give their full co-operation to such staff. Any complaints concerning work undertaken by an employee must be made to the Trustees, in writing;

10.1.4 may not request any member of the service staff employed by the Body Corporate to undertake personal duties on their behalf during normal working hours, lunch or tea breaks.

- 10.2 The Trustees are specifically authorized to employ the necessary staff to ensure that the common property is maintained in a proper state of cleanliness and repair and the cost of such employment shall be an expense chargeable to the administrative fund established by the Body Corporate.

11. PETS (ANIMALS, REPTILES AND BIRDS)

- 11.1 Pets are not allowed in the Complex as this is a condition imposed by the City of Cape Town on the Sandown Crescent Site Development Plan.

12. TENANTS

12.1 An Owner may lease, or an occupier may sub-lease their Section should the Lease Agreement so stipulate, on the following terms and conditions:-

12.1.1 they advise the Trustees, in writing, of their intention to let their Section and provide the Trustees with the name/s and contact details (by completing Form Annexure "C" attached and forming part of these Rules) of the new occupier/s of their Section and the intended duration of the lease **prior to occupation** by the tenant/s;

12.1.2 they ensure that all lease agreements, whether concluded for a short or long period between them and their tenant will:-

12.1.2.1 be reduced to writing and comply with the conditions as set down in the Rental Housing Act, Municipal by-laws and any relevant national legislation and/or any amendments thereto: and

12.1.2.2 have, as an Annexure, a copy of the Conduct Rules; and

12.1.2.3 contain a written undertaking from the Tenant that they will obey the provisions of any Act or Rules governing the scheme.

12.1.3 they provide a copy of such lease agreement to the Trustees if reasonably requested to do so;

12.1.4 they do not lease their Section, or otherwise grant rights of occupancy, to any person and by so doing such lease would contravene any law, local by-law or Act;

12.1.5 no such letting shall in any way release the Owner/s of the Section from any of their obligations in terms of the provisions of the Act, or the Rules;

12.1.6 they assume responsibility for the conduct of any occupiers of their Section and any visitors or contractors and they must ensure compliance with the Rules, whether in terms of the Act, the Sectional Titles Act, the Management Rules or the Conduct Rules and any breach by their Tenant of the provisions of these Rules, the Management Rules or the Act, local by-laws or national legislation must be immediately rectified by them upon receipt of a written notice to do so from the Trustees, or the Managing Agent acting on their behalf;

12.1.7 they ensure that a copy of the Conduct Rules is available and any evacuation procedure, in case of an emergency, is prominently displayed within the Section being let and that their Tenant complies with the provisions contained therein;

12.2 All tenants leasing a Section and other persons granted rights of occupancy, by the Owner or the occupier of the Section, are obliged to comply with the provisions contained in the Conduct Rules, the Management Rules, the Act and the Sectional Titles Act, local by-laws and national legislation notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

12.3 Tenants must ensure that they lodge any complaints concerning the inside of a Section directly with the Owner of the Section or their authorized Agent. Complaints of this nature must not be lodged with the Trustees.

12.4 Rental periods of less than 1 (one) month duration may only be undertaken with the prior written approval of all the Owners in the scheme.

13. APPEARANCE FROM THE OUTSIDE/DAMAGE TO COMMON PROPERTY

13.1 An Owner or occupier of a Section must -

13.1.1 not, without the Trustee's written consent, mark, paint, drive nails or screws or other objects into, or otherwise damage or deface a structure that forms part of the common property;

13.1.2 be considered to have the Trustee's consent to install a locking device, such as a security gate or similar, to protect the Section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and material approved, in writing, by the Trustees;

13.1.3 ensure that, in addition to the provisions contained in Clause 13.1.4, they have obtained the written permission of the Trustees of RAMPOA as outlined in Clauses 24.3.6.1 and 2 of these Rules;

13.1.4 not, without the written consent of the Trustees make any change to the external appearance of the Section or any Exclusive Use Area allocated to them, including but not limited to, television aerials or dishes, solar heating systems, chimneys, paint, external blinds or awnings, air conditioning units, burglar alarm systems, windows or doors or any other similar item, unless the change is minor and does not detract from the appearance of the Section or the common property. Once installed these items may not be removed and may be subject to any conditions imposed by the Trustees from time to time. No change may take place until the form, marked Annexure "A" which forms part of these Rules, has been submitted by the Owner and approved by the Trustees. The application on form Annexure "A" must be accompanied by plans and specifications which are sufficient to explain the nature, design, shape, size, material, colour and location of the proposed change. The Owner of the Section that is linked to any apparatus is solely responsible for all maintenance, upkeep, repairs and replacement and must keep such apparatus in a clean, hygienic and attractive condition;

13.1.5 not keep, leave or store any article nor allow to be kept, left or stored, any article or thing on or in any part of the common property, or an exclusive use area, except with the written consent of the Trustees first having been obtained;

13.1.6 not erect any tent or similar structure of a temporary nature, either on the common property or an exclusive use area, without the written consent of the Trustees first having been obtained;

13.1.7 not install any tinted glass product to the inside of the windows of their Section without the written permission of the Trustees first having been obtained. Permission will only be considered for the installation of a neutral or natural tinted product;

13.1.8 not use either a balcony or a parking area for general storage;

13.1.9 not place any item in the area of common property outside their Section other than a doormat. Pot Plants are not allowed;

13.1.10 ensure that all curtains, (or curtain linings, if used), and internal window blinds or shutters are a light neutral shade and installed within 7 (seven) days of occupation;

13.1.11 ensure that the inside of the window glass in their Section is kept in a clean condition and if requested to clean such glass by the Trustees, in writing, they shall do so within 14 (fourteen) days of such request;

13.1.12 ensure that carpets and mats are not dried, shaken, dusted or beaten through the windows, over balconies or in the corridors;

13.1.13 ensure that any substance, other than rainwater, does not drain from a balcony of the 2nd and 3rd floor levels as they drain onto the balcony of the Sections below.

14. SIGNS AND NOTICES

14.1 Notice boards advertising the sale or rental of a Section shall only be permitted outside the boundary walls of the Complex but may not be affixed to such walls. Directional pointer boards will only be allowed on the common property, over weekends, when the Section is "on show".

14.2 An Owner or occupier of a Section may not display a sign, notice, billboard or advertisement if it is visible from another Section or the common property, or from outside the scheme;

15. LAUNDRY

15.1 An Owner or occupier of a Section, shall not, without obtaining the written permission of the Trustees, erect any individual washing line nor hang washing, laundry or other item/s, on the common property, on a balcony, over a balcony or corridor wall, in a Section or on any exclusive use area allocated to such Section if the articles are visible from another Section or the common property, or from outside the scheme.

15.2 A clothes horse may be utilised on a balcony provided that it does not extend higher than the front wall of the balcony.

16. INSURANCE

16.1 The SCBC is not obliged to insure the personal contents of individual Sections, which shall, at all times, be the responsibility of the Owner or occupier of the Section concerned.

16.2 Insurance Claims on the Body Corporate Insurance Policy are to be routed through the Trustees and/or the Managing Agent.

17. STORAGE OF FLAMMABLE MATERIALS

17.1 Subject to Clause 17.2 an Owner or occupier of a Section must not, without the Trustees written permission, store a flammable substance in a Section, an exclusive use area or any part of the common property unless the substance is used or intended for use for domestic purposes.

17.2 Clause 17.1 does not apply to the storage of fuel or gas in:-

17.2.1 the fuel tank of a vehicle, boat, generator or engine; or

17.2.2 a fuel tank or gas cylinder kept for domestic purposes.

17.3 Gas storage bottles may not be situated in the corridors.

17.4 The Owner or occupier of a Section must inform the Trustees, in writing, if a gas appliance is to be used for domestic purposes within a Section and provide the Managing Agent and/or the Trustees with a copy of a gas compliance certificate, so that the building Insurers may be notified, and must comply with any other safety standards determined by the Trustees from time to time.

18. ERADICATION OF PESTS

18.1 An Owner or occupier of a Section shall keep their Section and any exclusive use area allocated to such Section free of cockroaches, white ants, borer and other wood destroying insects and to this end shall permit, upon receipt of written notice, the Trustees and/or the Managing Agent, or their duly authorized agents or employees, to enter their Section or exclusive use area from time to time for the purpose of inspecting the Section or exclusive use area and taking such action as may be reasonably necessary to eradicate any such pests.

18.2 The cost of any inspection, undertaken for the purpose of eradicating any such pests as may be found within a 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.

18.3 An Owner or occupier of a Section must ensure that any activities within a Section or on the common property or an exclusive use area comply with all local and national health regulations and that no damage or risk is created or allowed to the health, safety or property of other occupiers of Sections or other persons legitimately present in the scheme.

19. FIRE FIGHTING EQUIPMENT & EMERGENCY EVACUATION PROCEDURE

19.1 An Owner or occupier of a Section shall ensure that the fire-fighting equipment situated within the scheme is used only for the purpose for which it was intended. Unauthorized or illegal use of the fire-fighting equipment or any tampering with the seal/s will result in the cost of remedying the damage or the payment of any fine imposed by the local authority or Fire Department being recovered directly from the Owner of such Section upon demand. The reimbursement of any cost involved will be considered a debt due to the Body Corporate and is payable on demand and may be recovered via the Levy Account of the Owner concerned.

19.2 Evacuation procedures and fire drills may be established and organized by the Trustees from time to time and the participation of an Owner or occupier of a Section in such procedures and drills is mandatory upon the publishing of such a directive.

19.3 Stairwells must be kept clear at all times.

20. LANGUAGE

- 20.1 An Owner or occupier of a Section, if they do not speak, read or understand the English language, shall be responsible to obtain a translation of the Conduct Rules, Management Rules, the Act and the Sectional Titles Act at their own cost and expense.

21. COMPENSATION FOR IMPROVEMENTS

- 21.1 An Owner, or occupier of a Section, shall not be entitled to claim or receive any refund or compensation whatsoever from the SCBC for any additions or improvements, effected by them, to any part of the common property unless, prior to installation, such refund or compensation has been approved, in writing, by all the members of the Body Corporate.

22. POOLS AND POOL AREAS

- 22.1 Use of the swimming pools and the pool areas is confined to residents and their invited guests (limited to two guests per Section at any given time).
- 22.2 Guests must be accompanied within the pool area by an adult resident who must be over 16 (sixteen) years of age.
- 22.3 Children under the age of 12 (Twelve) must be supervised by a responsible adult resident who must be over 16 (sixteen) years of age.
- 22.4 Residents and their invited guests may use the swimming pools and the pool areas **entirely at their own risk**. Caution should be exercised at all times and the depth of the pool noted.
- 22.5 Animals, bicycles, go-carts, skate boards, roller skates/blades are not allowed within the confines of the pool areas.
- 22.6 Games, of any description, are not permitted in the pools or the pool areas.
- 22.7 Air mattresses, lilos, balls and similar items of equipment are not allowed in the pools.
- 22.8 The consumption of alcohol and the playing of loud music is not allowed in the pool and braai areas.
- 22.9 Glass, of any kind, may not be taken into the pool areas.
- 22.10 Tampering with the pools cleaning equipment, motors, pumps or the pool chemicals is strictly forbidden, unless undertaken by authorised personnel. Under no circumstances may any of these items be removed from the pool areas.
- 22.11 Acceptable bathing attire is to be worn at all times. Nudity in any form is not allowed.
- 22.12 Private parties will be allowed in the pool area with the written permission of the Trustees and braaing facilities are available.
- 22.13 All litter/refuse should be removed and the pool areas and braaing facilities left in a neat and tidy condition after use.
- 22.14 Excessive noise and/or rowdy behaviour or profanity will not be tolerated within the pool areas and may result in access to the facilities being withdrawn to the perpetrators. Any such restriction imposed by the Trustees will be effective once

written notice has been given to the Owner and/or the occupier of the Section concerned by the Trustees, or the Managing Agent acting on their behalf.

- 22.15 Rules controlling the use of the swimming pools and the pool areas may be amended or updated, by the Trustees, from time to time and, once published, are binding on all parties using the facilities.
- 22.16 The pools may not be used after 20h00 daily.
- 22.17 Residents and all third parties, having access to the pool areas, must ensure that the gates to the areas are securely closed and the latch/lock engaged after use.

23. SECURITY

- 23.1 An Owner or occupier of a Section must:-

- 23.1.1 comply with any instructions concerning security protocol which may be determined by the Trustees from time to time and effective on the publishing of such protocol to all Owners and occupiers of a Section. It will be the responsibility of those Owners who lease their Section to ensure that the occupiers of their Section are aware of such protocol and to ensure that a copy of such protocol is displayed in a prominent position within their Section;

- 23.1.2 handle their access controls responsibly and report immediately any loss to the Trustees. Access controls may not be given to or borrowed by domestic staff and/or contractors or any unauthorized third party;

- 23.1.3 ensure when entering or exiting the building or the scheme that the, entrance/ exit gate is completely closed behind them;

- 23.1.4 ensure that access to the scheme is never given to unknown or uninvited persons or persons visiting any Section other than their own;

- 23.1.5 ensure that access to the property and the buildings is kept secure at all times.

- 23.2 Should a visitor to the scheme not receive a response from the intercom connecting the gate to the occupier of the Section they are visiting access to the scheme will not be possible and the provisions of Clause 23.1.4 will apply.

- 23.3 Contractors, who have been given access to the scheme are obliged to obey any additional security measures as set down by the Trustees and the Owner of the Section giving access to such Contractor accepts the responsibility for the behaviour of the Contractor and his workmen while on the Complex and indemnifies the Body Corporate against any damage which may be caused by the Contractor or his workmen.

24. ALTERATIONS/EXTENSIONS/ADDITIONS

- 24.1 No alterations, renovations, extensions or additions to a Section, an exclusive use area, or to the common property may take place without the Owner of the Section obtaining the necessary written permission from either the Trustees or the members of the Body Corporate as dictated by the Act, the Sectional Titles Act or the Rules.

24.2 Written application for alterations, renovations, extensions or additions must be submitted on the relevant document attached as Annexure "A" and it is conditional on the acceptance of this document, in writing, by the Trustees and acceptance of the "Conditions" contained in Annexure "B" by the Owner of the Section concerned. Both Annexures "A" and "B" form part of these Rules. No work may commence until any approval or permit is obtained from the relevant authority and a copy lodged with the Trustees.

24.3 An Owner or occupier of a Section must ensure that they:-

24.3.1 conform to the conditions laid down in the "Conditions" applicable to Alterations and Renovations", which forms part of these Rules, with regard to the time periods within which work may be undertaken and as more fully detailed in Clause 7 of Annexure "B", which may be varied from time to time;

24.3.2 obtain the written approval of the local authority (building plans) before commencing any alterations and/or extensions to a Section;

24.3.3 obtain and supply the Trustees with an Engineer's Report prior to any work commencing and an Engineer's Certificate on completion in respect of any structural alterations;

24.3.4 undertake to ensure that other residents in the building are subjected to the minimum possible inconvenience and/or noise during building operations;

24.3.5 utilize the services of registered and qualified artisans;

24.3.6 conform to the conditions as laid down in the RAMPOA Constitution in terms of Clauses 8.1 and 8.2 which read as follows:-

A member shall not be entitled to without the prior written approval of the trustees of RAMPOA, having regard to the design manual:

24.3.6.1 erect any new buildings and/or structures of any nature whatsoever on any erf in the development;

24.3.6.2 make any changes or alterations to existing buildings and/or structures on any property within the development, including changes to the external colour scheme.

24.4 Should any Owner or occupier or any contractor, employed by an Owner or occupier of a Section to make any alterations, renovations, extensions or additions to a Section, obstruct any work being carried out by the Body Corporate which may result in an additional cost to the Body Corporate as a result of such obstruction the Owner of the Section concerned will be liable to reimburse the Body Corporate for such additional costs, upon demand. The reimbursement of any cost involved will be considered a debt due to the Body Corporate and is payable on demand and may be recovered via the Levy Account of the Owner concerned.

25. OCCUPATION OF A SECTION

25.1 It is the duty and responsibility of each Owner of a Section to ensure that the maximum number of occupants of a Section does not exceed 2 persons per bedroom.

25.2 Notwithstanding the provisions of Clause 25.1 an Owner or occupier may, with the prior written consent of the Trustees which may not be unreasonably withheld, allow an additional person or persons to reside in the Section temporarily but not for a period of more than 21 (twenty-one) days at any one time unless such additional person is a child of less than 16 (sixteen years of age)

25.3 An Owner or occupier of a Section –

25.3.1 is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy and must ensure that any visitors that have been given access to the scheme are also compliant;

25.3.2 if absent from the Complex for an extended period of time must ensure that they provide the Managing Agent with contact/key holder information in case access in an emergency is required. Should essential repairs be necessary they will be authorised by the Trustees and all costs as a result will be for the Owner of the Section. The reimbursement of any cost involved will be considered a debt due to the Body Corporate and is payable on demand and may be recovered via the Levy Account of the Owner concerned.

26. GENERAL

26.1 An Owner or occupier of a Section:-

26.1.1 may not tamper with or have work done on the plumbing or electrical installations which serve more than one section, or any part of the common property without the prior written consent of the Trustees on Annexure “A” which forms part of these Rules. Any plumbing or electrical faults detected on the common property must be immediately reported to the Trustees or the Managing Agent, in writing;

26.1.2 shall ensure that the use of their Section, and exclusive use area or the common property does not in any way inconvenience any other resident in the scheme;

26.1.3 shall take all such precautions as are necessary with regard to the plumbing system, including but not limited to dish washing and washing machine apparatus situated in their Section, so as to avoid any damage to another Section, or to any part of the common property by the penetration of water through the walls or floors of their Section;

26.1.4 must not obstruct the lawful use of the common property by any other person;

26.1.5 must not participate in any undertaking which may be harmful, cause a nuisance or have a negative impact on the reputation of the building and/or the occupiers;

26.1.6 may not use the walkways, or treat them as a thoroughfare to gain access to the basement parking or laundry areas as they are reserved solely for the use of the maintenance/gardening staff.

26.2 Pellet guns, crossbows, catapults, fireworks, or explosive devices may not be discharged in a Section, on an exclusive use area, on or in any portion of the common property.

- 26.3 Firearms may not be discharged in a Section, an exclusive use area, on or in any portion of the common property except in such circumstances which would reasonably justify the use of a firearm for self-defence or any other permissible related purpose.
- 26.4 Should any damage, of whatsoever nature, be caused to the common property by an Owner or an occupier of a Section, their family, visitors, employees or contractors the Owner of the Section concerned shall be liable to reimburse the Body Corporate for the cost of repairing such damage. The reimbursement of any cost involved will be considered a debt due to the Body Corporate and is payable on demand and may be recovered via the Levy Account of the Owner concerned.
- 26.5 Unauthorized traders, hawkers, commercial sales staff etc., are not allowed free access to the Complex.
- 26.6 Access to any locked areas of the common property are strictly controlled. Any request for access to these areas must be submitted, in writing, to the Trustees.
- 26.7 Braaing using open ember braaing equipment which causes excessive smoke, may not be operated on the balcony of a Section.
- 26.8 Smoking is not permitted within the buildings.
- 26.9 Alcohol may not be consumed on the common property.
- 26.10 Drugs, other than those prescribed by a registered medical practitioner or permissible by national legislation, may not be consumed or otherwise used within a Section, an exclusive use area or on any part of the common property.

27. BREACH OF RULES/COMPLAINTS

- 27.1 An Owner or occupier of a Section should make every effort to remedy any issue between themselves and the Owner of another Section in the scheme caused by breaches of the Rules and/or the Act or the Sectional Titles Act and **only if unsuccessful** should the problem be referred to the Trustees for intervention.
- 27.2 Any breach of the Rules, the Act, or the Sectional Titles Act or any conduct detrimental or prejudicial to the interests of the Body Corporate or relating to conduct unbefitting an Owner, or occupier of a Section, shall be notified to the Trustees, in writing, which notification shall contain full details of the alleged breach and be signed by the person making the allegation.

Unsigned complaints will not be investigated by the Trustees.

- 27.3 On receipt of the aforesaid signed notification the Trustees shall, within a period of 7 (seven) days, appoint a minimum of 2 (two) of their number to personally investigate the complaint, with the Owner/s and any occupier/s concerned, and report back to all the Trustees, within a period of 14 (fourteen) days of their appointment, with the result of their investigation.
- 27.4 Should the Trustees, having appointed 2 (two) of their number to investigate the complaint, be satisfied that the complaint is justified, after having given the party or parties in breach adequate opportunity to submit, in writing, any mitigating circumstances, justification or to attend a Trustees Meeting convened for the purpose of discussing the alleged breach or complaint, a formal letter will be sent to the

alleged offender detailing the nature of the complaint and requesting that the complaint be remedied within a period of 7 (seven) days from the date of the letter. The Owner of the Section will be advised that an administration charge, in terms of Clause 27.7, will apply which will be debited to the Levy account of the Owner of the Section concerned and will become due and payable on demand.

- 27.5 Letters of alleged misconduct, if perpetrated by an occupier of a Section and not by the Owner of the Section, will be sent to the Owner of the Section with a copy of the letter being sent to the occupier.
- 27.6 An Owner or occupier of a Section, who is at all times responsible for the conduct of any person given occupation of their Section and any visitors to said Section, will be responsible to remedy any misconduct.
- 27.7 An administration charge as determined in Sub rules 27.7.1 – 27.7.3 inclusive, or such administration charge as is varied and determined by the members of the Body Corporate in general meeting, will be levied against any Owner of a Section who, in the opinion of the Trustees and after investigation and having followed the procedure set down in Clauses 27.3 and 27.4 above, has breached, or allowed a breach, of the Rules, the Act or the Sectional Titles Act. Such administration charge is a debt owed to the Body Corporate and becomes due and payable on demand and may be recovered via the Levy Account of the Owner of the Section concerned.
- 27.7.1 Breaches of the Act or Rules – First Offence R250.00;
- 27.7.2 Breaches of the Act or Rules – Second Offence R500.00;
- 27.7.3. Breaches of the Act or Rules - Third Offence R1000.00.
- 27.8 If the alleged misconduct is not remedied and/or the administration charge not paid upon demand, by the Owner of the Section, or within the time period stipulated by the Trustees, the Trustees may instigate any necessary legal action to enforce these Rules or to recover monies due to the Body Corporate. The matter may be referred to the Ombud for adjudication to enforce compliance and all costs of such action will be for the account of the Owner of the Section concerned if so determined by the Ombud.
- 27.9 If the alleged misconduct is caused by a third party, other than the Owner of the Section, both the Owner and the third party may be joined in any action initiated by the Trustees on behalf of Body Corporate.
- 27.10 The cost to repair any damage caused as a result of any failure to comply with the provisions contained in either, the Act, the Sectional Titles Act or the Rules shall be for the sole account of the Owner of the Section responsible. The reimbursement of any cost involved will be considered a debt due to the Body Corporate and is payable on demand and may be recovered via the Levy Account of the Owner concerned.
- 27.11 Breaches of the Act, the Sectional Titles Act, the Management Rules or the Conduct Rules, which are within the personal knowledge of one or more of the Trustees and which have not been the subject of a written complaint from an Owner or occupier of a Section must be discussed by the Trustees and any action to be taken as a result of such discussion correctly minuted. The procedure as set down in Clauses 27.3 to 27.10 inclusive will apply.

28. INDEMNITY

SCBC and/or the Trustees or their duly appointed Agents or their employees shall not be liable to any owner of a Section, for any injury, damage or loss of any description which the Section Owner, occupier and/or any member of the Section or occupier's family, or any employee or Domestic/Contract Worker/s or any relative, friend, acquaintance, visitor, invitee, or guest of the Section Owner or occupier may sustain physically to his or their property, directly or indirectly, in or about the Common Property or individual Sections, exclusive use areas or in or about any part of the Complex and/or grounds in which the Common Property or individual Sections, or exclusive use areas are situated or by any appliance whatsoever in the Complex or grounds in which the Common Property or individual Sections or exclusive use areas are situated, by reason of any defects in the Common Property or individual Sections or exclusive use areas or for any act done or any neglect on the part of the SCBC, its employees, servants, Domestic/Contract Worker/s, or its duly appointed Agents and their Employees, Servants, Domestic/Contract Worker/s.

SCBC, the duly elected Agents or their Representative/s, Employees or Domestic/Contract Worker/s accept no responsibility or liability of whatsoever nature in respect of the non-receipt or non-delivery of goods, postal matter or any other correspondence or property.

29. PROPRIETARY RIGHT TO CONDUCT RULES

These Conduct Rules are the property of the SANDOWN CRESCENT BODY CORPORATE and may not be copied or reproduced by any third party without the express written consent of the Trustees first having been obtained.

ANNEXURE "A"

SANDOWN CRESCENT BODY CORPORATE SS130/1996

APPLICATION TO CARRY OUT ALTERATIONS AND/OR RENOVATIONS

I/We the undersigned hereby make application to the Trustees of The SANDOWN CRESCENT BODY CORPORATE, to carry out alterations/renovations as described by me/us below and I/we undertake to comply with the "Conditions" contained in Annexure "B". Annexure "A" is to be completed by the Owner of the Section concerned after having studied and accepted the "Conditions" contained in the attached Annexure "B". Detach this page and return it to the Trustees along with any other relevant documentation)

Name (Owner/Applicant): _____ ID No: _____

Section No: _____ SANDOWN CRESCENT Apartment No: _____ Tel No: _____

Contact Person: _____ Tel No: _____

Contractor's name, address and Tel No: _____

DESCRIPTION OF PROPOSED ALTERATIONS/RENOVATIONS AND DIAGRAM/PLAN:

(Attach separate sheet if space below is inadequate)

VISUAL IMPACT (If any change proposed will be visible from the exterior of the Section give details here; if not state "none". Attach separate sheet if space below is inadequate.)

WORK PERIOD (State approximately how long it will take to complete the work)

DATE OF COMMENCEMENT (State approximately when you wish to commence work)

I/We hereby accept the "Conditions" in Annexure "B" set out on pages 24-28 of these Rules and confirm that we have obtained any permission required by RAMPOA (attached hereto) and make application accordingly.

DATE: _____ **OWNER/APPLICANT:** _____

COMMENCEMENT CERTIFICATE

1. We hereby authorize you to commence with the alterations/renovations as detailed in the foregoing application document and attached sketches/plans; or

2. We hereby advise that you may not proceed without obtaining a Special/Unanimous Resolution of the members of the Body Corporate

Ref No _____ Signed at _____ on this the ____ day of _____.

CHAIRPERSON

TRUSTEE

ANNEXURE “B” (“Conditions” applicable to Alterations and Renovations)

PLEASE NOTE: Read these “Conditions” carefully and retain for your own reference.

The conditions set out herein are made in the interests of all who have invested and/or live in SANDOWN CRESCENT. Applicants must appreciate that their proposed activities may affect others in the building and it is most important, firstly, that any detrimental impact is kept to an absolute minimum and secondly that, once started, the work is completed expeditiously within the requested time period.

It is the function of the Trustees to ensure that all owners/applicants act with “reasonable and diligent care” and with due and proper consideration towards the remaining owners and occupiers of Sections in the Building.

Should architectural plans, planning permission/municipal approval/registration, RAMPOA permission or professional services etc., be required it is the duty and responsibility of the Owner of the Section concerned to obtain the necessary authorization and pay whatever costs become due as a result.

Where structural Alterations/Renovations are involved a Structural Engineer’s Report must be submitted with the application stating that the proposed Alterations/Renovations will not affect the structural integrity of the building.

Extensions to Sections, alterations or additions to the common property or changes that may detract from or alter the appearance of the building and/or the common property require the permission of the Trustees of RAMPOA and the permission of the members of the Body Corporate but the Owner will, in addition to the requirements set out in the Act, the Sectional Titles Act or the Rules, be required to comply with the “Conditions” as set out herein.

These “Conditions” have been framed accordingly and it is the duty of the Trustees and/or the Managing Agent, appointed to act on their behalf, to ensure that Owners adhere to these conditions. Your compliance is earnestly requested and your co-operation is greatly appreciated.

1. The following broad definitions will apply:

1.1 **Alterations:** shall mean any work involving structural alterations or additions to a Section, including the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which affects the exterior appearance of a Section or any part of the common property or an exclusive use area.

1.2 **Renovations:** shall mean any work involving internal refurbishment of the existing interior of a Section, including, but not limited to the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitary ware, floor coverings, plumbing and electrical rewiring etc.,

The Trustees, at their sole discretion, will determine whether the proposed work constitutes an “Alteration” or a “Renovation” as referred to above.

2. The procedure for obtaining approval is as follows:-

2.1 **Alterations:** Where alterations as defined in Clause 1.1 above are involved:-

2.1.1 Alterations necessitating a change to the exterior of a Section, if the change is minor and does not detract from the appearance of the Section or the common property, requires Trustee approval. Major alterations, or alterations which may detract from the appearance of the building and/or the exterior of a Section, may require **the written permission of the members of the Body Corporate**, who must sign and approve building plans, drawn to scale, and preferably before submission to the Trustees.

2.1.2 A copy of the building plans approved by the local authority must be lodged with the Trustees by the Owner of the Section. Alternatively, the Trustees must be supplied with satisfactory evidence that such approval is not necessary.

2.1.3 Should the Trustees consider it necessary they are entitled, at the cost of the applicant, to seek the advice of a suitably qualified Architect, Engineer (or other professional) as to the acceptability or advisability of the proposals.

2.1.4 Extensions to a Section which increase the size and/or living area of a Section require a **Special Resolution of the members of the Body Corporate**. Submissions for approval by the members of the Body Corporate must be accompanied by a scale plan of the proposed extension and contain details of the materials to be used and delivered to the Trustees who will arrange for a special general meeting to be convened or alternatively advise the Owner how to obtain the necessary approval via "round robin".

The Owner of the Section must follow the procedure as set down in terms of Section 24 of the Sectional Titles Act, 1986 once approval from the members of the Body Corporate has been obtained.

2.2 **Renovations:** Where renovations, as defined in Clause 1.2 above are proposed, an application must be submitted to the Trustees.

3. Confirmation that the work may proceed will be conveyed to the applicant by the Trustees. The Owner of a Section must ensure that both the Trustees and the Managing Agent are advised of the date of commencement of the approved work. The Trustees and/or the Managing Agent will supply information as to access by the contractor and his workmen to ensure that security within the Complex is maintained. If this procedure is not followed the contractor and /or his workmen may be refused permission to work inside the Complex.

4. **Deposits for Alterations and Renovations**

4.1 A minimum Deposit of R5000.00 (Five thousand Rand) shall be paid by the Owner of the Section, prior to any work commencing, from which the cost of rectifying any damage to the common property, (e.g. walls, floors, wood work, paint work, plumbing, electrical fittings etc.,) together with any other charges accruing for the account of the Owner of the Section, arising out of any such damage and/or breach of the "Conditions", the Act, The Sectional Titles Act or the Rules will be deducted.

4.2 The deposit shall be paid into an account held in the name of the Body Corporate that is administered by the Managing Agent. Cheques must be made out and sent to the Managing Agent or may be transferred electronically into the Bank Account of The SANDOWN CRESCENT BODY CORPORATE. Proof of payment must be sent to the Managing Agent from whom Bank Account details may be obtained. An additional deposit may be required by RAMPOA and the Owner of the Section accepts the responsibility to ensure that such deposit is paid.

4.3 The minimum Deposit may be subject to variation, from time to time, and will be effective on the passing of a resolution or direction given by members of the Body Corporate at a General Meeting.

4.4 When the work has been completed the deposit will be refunded, after any costs for damages and/or repairs for which the Owner of the Section is responsible, have been deducted. Should the amount of the deposit be insufficient to meet the total of the costs for damage incurred, the balance, due to The SANDOWN CRESCENT BODY CORPORATE by the Owner of the Section, will become due and payable on demand and the Owner agrees by his signature on Page 23 (Annexure "A") that such costs may be recovered, by the Body Corporate via the Levy Account of the Owner concerned.

5. No work may be commenced until written approval has been received by the Owner of the Section from the Trustees and/or RAMPOA, as necessary, and the deposit in Clause 4 above has been paid to the Managing Agent.
6. The Owner of the Section accepts the responsibility for any damage caused by him or his contractors to the Building and/or any other part of the common property or to other Sections in the Complex and indemnifies other Owners of Sections and the Body Corporate against such damage. All costs in connection with repairing or restoring any damage caused during the building process, if not carried out by the Owner concerned, will be carried out by the Body Corporate and the Owner concerned agrees by his signature on Page 23, (Annexure "A") that should this action be necessary the Body Corporate may recover the cost of so doing from said Owner via his Levy Account.
7. Work may only be carried out as follows:-
 - 7.1 No person shall, during the periods specified in 7.2, carry on any activity or use or permit to be used in the course of any building, demolition or excavation work any machine, machinery, engine, apparatus, tool or contrivance, in whatever manner it may be propelled, or which in the opinion of the local authority may unreasonably disturb or interfere with the amenity of the neighbourhood.
 - 7.2 The periods referred to in 7.1 shall be as follows:-
 - 7.2.1. Contractors and/or workmen are only permitted to carry out work from Monday - Friday between the hours of 09h00 to 17h00 and between 10h00 and 14h00 on a Saturday:

- 7.3 Contractors and/or workmen will not be permitted to work in or on the Complex on Sundays or Public holidays; Provided that in an emergency, such as a burst geyser and/or water pipe and/or electrical faults, permission will be granted for contractors and/or workmen to work within the Complex at those times.
- 7.4 The prohibition in 7.1 and 7.3 shall not apply in circumstances in which the use of such machine, machinery, engine, apparatus, tool or contrivance:-
- 7.4.1 is urgently necessary in order to preserve life, safety or health of any person; or
 - 7.4.2 is urgently necessary to preserve property; or
 - 7.4.3 has been authorized by the local authority; or
 - 7.4.4 is necessary for the execution of work being carried out on behalf of any public authority.
8. It is the responsibility of the Owner of the Section, carrying out the work, to ensure that his Contractors clean up common property each afternoon before leaving the site. If the rubble is not being removed from the Complex on a daily basis the builder is to provide a skip, at the expense of the Owner undertaking Renovations/Alterations, in which building rubble must be placed. No rubble may be left overnight on any portion of the common property. Should this action not be taken the Trustees may elect to employ a third party, of their choice, to undertake this work and/or obtain a skip and all costs and administration charges incurred as a result will be charged to the Owner of the Section and the Owner concerned agrees by his signature on Page 23, (Annexure "A") that should this action be necessary the Body Corporate may recover the cost of so doing from said Owner via his Levy Account.
9. Suitable arrangements for the removal of heavy building materials, kitchen units, cupboards, sinks, baths etc., must be arranged by the Owner of the Section. Under no circumstances may these or similar items be given or sold to domestic employees or third parties unless suitable arrangements have been made for their immediate removal from the Complex.
10. Body Corporate common property electricity may not be used, except with the express written permission of the Trustees, and if such permission is sought and obtained a charge will be assessed for the electricity consumed which will be for the account of the Owner of the Section, recovered via the Levy Account of such Owner and the Owner concerned agrees by his signature on Page 23, (Annexure "A") that should this action be necessary the Body Corporate may recover the cost of so doing from said Owner via his Levy Account.
11. Adequate arrangements are to be made by the Owner undertaking Alterations/Renovations to ensure that the corridor floors, walls, stairs, TV and intercom cables or any part of the common property is not damaged in any way. Any damage caused will be repaired by the Body Corporate at the cost and expense of the Owner concerned and the Owner concerned agrees by his signature on Page 23, (Annexure "A") that should this action be necessary the Body Corporate may recover the cost of so doing from said Owner via his Levy Account.

12. Should it be necessary to switch off the electricity or the water supply to the Complex advance arrangements must be made with the Trustees.
13. Should access to an area of locked common property be necessary advance arrangements must be made through application to the Trustees.
14. Adequate arrangements must be made with the Trustees should the use of outside hoists, block and tackle gear, a crane or similar be required.
15. Doors and windows being installed must conform in outward appearance with all standard designs for these items installed in similar positions elsewhere in the Complex. It must be clearly understood that should an Owner or occupier of a Section undertake to replace doors and/or windows they do so entirely at their own cost. The Owner of the Section must also ensure that they conform to any local by-laws or national legislation concerning such installation and obtain approval from the local authority, as necessary, and that no column, ceiling structure or load bearing wall is damaged in any way.
16. Under no circumstances may the corridors or any other area of the common property be used in any way for the storage of materials or preparation of material to be used prior to or during the period of any Renovations/Alterations.
17. It is the responsibility of the Owner of a Section to ensure that his contractors and workmen comply with the "Conditions", the Conduct Rules, the Management Rules and the provisions of the Act and the Sectional Titles Act, National Building Regulations, Municipal by-laws and any other applicable national legislation.
18. Prior to any Alterations/Renovations taking place an Owner must obtain the necessary approved building plans, if necessary, from the local authority. All contractors employed must have the necessary qualifications and hold adequate insurance cover against accidental damage to the common property and for their workers.

ANNEXURE “C”

TENANT AND OWNER INFORMATION FORM

SANDOWN COURT BODY CORPORATE

OWNER'S DETAILS															
Section Number/Flat Number:				Title & Initials:											
First Names:															
Surname:															
Postal Address:															
Contact numbers:				(cell):											
(home):							(work):								
Email addresses:															
ID No's of registered owner:															
SPOUSE'S / NEXT OF KIN DETAILS															
Full Name:															
Contact numbers:				(cell):					(work):						
Email address:															
TENANT'S DETAILS															
Tenants Full Name:															
Contact numbers:				(cell):											
(home):							(work):								
Email address:															
Number of people residing in the unit on a permanent basis:															
VEHICLE DETAILS															
Colour of car				Make / Model of Vehicle					Vehicle Registration Number						
DOMESTIC WORKER															
Full Name:															
ID Number [please attach copy of ID]:															
Day/s Worked		Mon		Tue		Wed		Thu		Fri		Sat		Sun	