

**16 On Bree Body Corporate**



**16 ON  
BREE**

**SS No. 152/2021**

**Conduct Rules**

## Index

1. Preliminary	3
2. Binding nature	3
3. Written consent of trustees	4
4. Indemnity	4
5. Definitions and interpretation	4
6. Keeping of animals, reptiles and birds	6
7. Refuse and waste disposal	6
8. Vehicles	7
9. Parking of Vehicles	9
10. Bicycles, Motorcycles and Games	10
11. Garden and Plants	10
12. Employees	10
13. Business Activities and Hobbies	11
14. Letting	12
15. Behaviour of occupiers and visitors in sections and on common property	14
16. Noise	16
17. Damage to and care of common property	17
18. Appearance of section and exclusive use area	18
19. Laundry	19
20. Signs and notices	19
21. Air-conditioning units	20
22. Satellite dishes and other installations	20
23. Roof deck bar, communal pool, outdoor gym	21
24. Braai	22
25. Storage of flammable materials	22
26. Use of common property	23
27. Use of sections	24
28. Use of lift	25
29. Eradication of pests	25
30. Safety and Security	25
31. Renovations and alterations	27
32. Electric charging points	27
33. Smoking habits	28
34. Complaints	28
35. Dispute resolution	28
36. Contravention of conduct rules and imposition of penalties	29
37. Certificate	30
Annexure A   Pet application	31
Annexure B   New tenant information	32

Annexure C   Alterations and renovations rule	33
Annexure D   Indemnity Form	39
Annexure E   Rules for Contractors	43

## **TAKE NOTICE THAT:**

The following rules confer exclusive use rights, vary the effects of the participation quotas in regard to the value of votes or the liability for contributions, or impose either a financial or a maintenance obligation on members, namely conduct rule 7, 8, 17, 18, 21, 23, 24, 26, 27, 29, 31, 33 and 36.

### **1. Preliminary**

1. (1) The conduct rules must not be added to, amended or repealed except in accordance with section 10(2)(b), (3), (4), (5) and (6) of the Sectional Titles Schemes Management Act 8 of 2011 (“the Act”).

### **2. Binding nature**

2. (1) These conduct rules have been made in terms of section 10(2)(b) of the Act, for the regulation, management, administration, use and enjoyment of sections and common property within 16 On Bree Body Corporate (“the body corporate” and/or “the scheme”), and once submitted to, reviewed and approved by the Community Schemes Ombud Service, will substitute the amended conduct rules currently registered with the Registrar of Deeds.

(2) These conduct rules must not be added to, amended or repealed except in accordance with section 10(2)(b), (3), (4), (5) and (6) of the Act.

(3) The provisions of these conduct rules bind the body corporate, the owners of sections and any person occupying a section. A member must take all reasonable steps to ensure compliance with the conduct rules in force by any tenant or other occupiers of any section or exclusive use area, including the member's employees, tenants, guests, visitors and family members.

(4) Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule 2) above, the owner of the particular section will be strictly liable to pay for the damages or to pay the penalties (fines) imposed. The owners concerned may further be held liable for damages; penalties (fines), and expenses and charges incurred by the body corporate in enforcing compliance with the conduct rules. Damages, penalties (fines), and expenses and charges incurred by the body corporate in enforcing compliance with the conduct rules will be added to the applicable owner's levy statement, and will bear interest and will be recovered with the levies.

### 3. Written consent of trustees

3. (1) The written consent of the trustees is required in terms of the conduct rules. Application for such consent must be made in writing, and the applicant must furnish the trustees and or the managing agent with all the information, details and documentation, as required by them.
- (2) The written consent of the trustees in terms of the conduct rules, or the withdrawal thereof, will be in such format as the trustees may from time to time determine.
- (3) The trustees may attach reasonable conditions to their consent, and that the trustees may summarily withdraw their consent, in the event of non-compliance with any of their conditions, and that when withdrawing their consent, the trustees must notify the owner in writing and furnish them with the reasons for their decision.

### 4. Indemnity

4. (1) All persons on the common property of the scheme, or using any of its facilities or services, do so entirely at their own risk, and no person will have any claim against the body corporate of whatsoever nature arising from such use, 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. The body corporate will not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's trustees, employees, agents or contractors.

### 5. Definitions and interpretation

5. (1) In these Conduct Rules the following words, unless the context otherwise requires, have the meanings hereinafter assigned to them:
  - (a) “**Act**” means the Sectional Titles Schemes Management Act 8 of 2011, as amended from time to time, and any Regulations and rules made, and in force, there under;
  - (b) “**body corporate**” means the body corporate of the scheme as defined in the Act;
  - (c) “**building**” means a structure of a permanent nature erected or to be erected and which is shown on a sectional plan as part of a scheme;
  - (d) “**children**” mean children under the age of 12 years;
  - (e) “**common property**” means the common property of the scheme as defined in the Act and as depicted on the sectional plan;

(f) “**Community Schemes Ombud Service Act**” shall mean the Community Schemes Ombud Service Act, 2011 (Act No. 9 of 2011), as amended from time to time, and any regulations made and in force thereunder;

(g) “**contractor**” means any artisan, builder, electrician, plumber or other person appointed by an owner or occupier to perform minor alterations, renovations or structural alterations in terms of these rules, including the workmen, employees, sub-contractors, suppliers and other service providers of the contractor;

(h) “**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;

(i) “**managing agent**” means the managing agent duly appointed by the body corporate to act as its agent for the purposes of managing 16 On Bree Body Corporate;

(j) “**motor vehicle**” includes any motor car, truck, motorcycle or motor driven scooter;

(k) “**occupiers**” means the owners or tenants occupying the section together with their family members or co-occupants or where applicable any other persons who occupy a section;

(l) “**office**” means the office of the body corporate situated at the office of the managing agent;

(m) “**Ombud**” means a person contemplated in section 21(2)(a) of the Community Schemes Ombud Service Act 9 of 2011;

(n) “**owner**” in relation to a unit or a section or an undivided share in the common property forming part of such unit, means, subject to subsection (5), the person in whose name the unit is registered at a deeds registry in terms of the Act or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who has died, or the representative of an owner, who is a minor or of unsound mind, recognised by law, and “owned” and “ownership” have a corresponding meaning;

(o) “**pets**” include all classes of pets including but not limited to mammals, birds, fish and reptiles;

(p) “**rules**” in relation to a building which is divided into sections and common property, means the management rules and conduct rules referred to in section 10(2)(a) and (b), respectively;

(q) “**scheme**” means 16 On Bree Body Corporate SS. No 152/2021, as depicted on its sectional plan;

(r) “**section**” means a section in the scheme as defined in the Act and as depicted on the sectional plan;

(s) “**sectional plan**” means the sectional plan of the scheme;

(t) “**timeshare**” means an interest in a section whereby a number of persons successively have the exclusive right to occupy such section;

(u) “**trustees**” mean the trustees of the body corporate;

(v) “**visitors**” include guests, family members, employees and/or contractors;

(2) In the interpretation of these rules—

(a) words and expressions used will bear the meanings assigned to them in the Act;

(b) the singular number only will include the plural and the converse will also apply;

(c) the masculine gender will include the feminine and neuter gender and the neuter gender will include the masculine and feminine genders;

(d) a reference to natural persons includes legal persons and vice versa. (d) A reference to natural persons includes legal persons and vice versa.

## **6. Keeping of animals, reptiles and birds**

6. (1) An owner or occupier of a section may not, without the consent in writing of the trustees, which approval may not be unreasonably withheld, keep any animal, reptile, or bird in a section or on the common property.

(2) The trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a section or on the common property, which conditions are set out in Annexure A below.

(3) 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 trustee shall be entitled to request such person to provide documentary proof of the guide, hearing or assistance dog.

(4) Upon the breach of, or non-compliance with, the provisions and/or conditions set out in this conduct rule, the owner or occupier of the relevant section may become liable for a penalty fine. Upon the continued breach of, or non-compliance with, the provisions and/or conditions set out in this conduct rule, the trustees will make an application to the Community Schemes Ombud Service in terms of section 38 read with section 39(2)(b) or 39(2)(c) of the CSOSA, whichever order is appropriate in the circumstances.

## **7. Refuse and waste disposal**

7. (1) The owner or occupier of a section must not leave refuse or other materials including any rubbish, dirt, cigarette butts, food scraps, chewing gum, bottles or any litter whatsoever 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) Ensure that all refuse bags are securely tied to prevent leakage, that all open tins and bottles are properly drained, and that all broken glass or objects with sharp edges are properly wrapped in newspaper to prevent accidents.

(3) Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the trustees for the purpose.

(4) Except as set out herein, no receptacles, refuse or refuse bags, builders' rubble or any other kind of waste, must be left in the walkways or any other part of the common property.

(5) Ensure, that when carrying their refuse to the designated refuse area, that their refuse bags, containers or other receptacles do not leak or cause a mess to the common areas, and if it does, they are responsible to clean up the mess, failing which a fine will be raised.

(6) The owner or occupier of a section must—

(a) move the refuse receptacle referred to in sub-rule (2) to places designated by the trustees for collection purposes at the times designated by the trustees and promptly retrieve it from these places;

(b) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections, and

(c) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.

(7) Owners and occupiers are responsible for removing all other kinds of refuse, including builder's rubble, from their own sections, and this must be done within 24 (twenty-four) hours. By prior arrangement with the managing agent or security, builder's rubble, packing cases and similar refuse may be deposited in a designated area at the main entrance, for municipal or other collection services.

(8) It is noted that the trustees will encourage any initiatives to assist in any recycling concepts and owners and occupiers must correctly utilize the recycling bins placed on each of the floors of the common property.

## **8. Vehicles**

8. (1) Owners and all third parties who are given access to the scheme must obey all signs and road markings containing directions for the use and parking of vehicles on the common property.

(2) Owners and all third parties who are given access to the scheme must not allow any unlicensed person to drive any vehicle on the common property.

(3) Owners and all third parties who are given access to the scheme must not sound any hooters within the confines of the complex or outside the sliding security gate other than in an emergency, nor rev their engines excessively. In addition, motor radios may not be heard outside the vehicles. Vehicles may not be driven on the common property with the headlights on the bright setting.

(4) Owners and all third parties who are given access to the scheme must not drive their vehicles on the common property in such a manner that creates a nuisance or is considered by the trustees to adversely affect the safety of the occupiers in the scheme.

(5) No person must exceed the speed limit of 30 (thirty) kilometres per hour when driving their vehicle on the common property.

(6) No person may drive any vehicle on the property except on the roadways and driveways constructed for the purpose.

(7) Owners and all third parties who are given access to the scheme must ensure that large vehicles such as removal trucks measuring more than 6 (six) metres in length and 3 (three) tons in weight remain outside the confines of the common property.

(8) Owners and all third parties who are given access to the scheme must ensure that their vehicles, and the vehicles of their tenants, visitors, guests or contractors, do not drip oil, petrol or brake fluid onto the common property or in any way deface the common property. Should any vehicle have leaked fluid of any kind on the common property the owner of the unit granting access to the vehicle is solely responsible for the immediate cleaning and repair of any mess and damage caused to the satisfaction of the trustees. In the event of a stain occurring, the owner/occupier will be given seven (7) days written notice in which to clean area to the satisfaction of the trustees. Should the owner/occupier not comply with the terms of the notice, the trustees will be entitled to have the area cleaned and all costs incurred to remove such stains will be for the owner's account.

(9) Damaged vehicles or vehicles not in regular use or which are unlicensed, not roadworthy or abandoned may not be parked on the common property without the prior written consent of the trustees having first been obtained and provided that such parking will be for a period not exceeding 14 (fourteen) days.

(10) Trucks (other than those used for the purpose of loading and unloading goods), caravans, boats, trailers and vehicles which have no independent means of motorised propulsion may not be parked on the common property, including exclusive use areas, without the prior written consent of the trustees. The parking of any other vehicles other than cars is strictly prohibited.

(11) Only vehicles owned by owners or occupiers may be washed on the common property. The use of hosepipes and taps for the purpose of washing vehicles is restricted to owners or occupiers.



## 9. Parking of Vehicles

9. (1) Without the prior written consent of the trustees, and except in the case of an emergency, no occupier may:

(a) park any vehicle on common property, or permit or allow any of his or her visitors' vehicles to be parked on common property;

(b) dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.

(2) A consent under sub-rule (1) must state the period for which it is given.

(3) The trustees may cause any vehicle to be wheel-clamped at the risk and expense of the owner/occupier, including payment of a penalty to be determined by the trustees from time to time, should any vehicle be parked, standing, or abandoned on the common property without the prior written consent of the trustees. The penalty and/or cost must be paid before the vehicle is released. Until otherwise determined by the owners in general meeting, a release fee of R750.00 (Seven Hundred and Fifty Rand) will be payable prior to release of a wheel clamp. In the event that an owner of a vehicle wishes to remove a clamp during hours in which no one is available, the trustees will place a notice on the car, which provides the contact details of the party in charge of releasing the clamp.

(4) No vehicle may be parked or placed, so as to obstruct the movement of pedestrians or other vehicles on the common property, or as to impede the use of any parking bay, as well as fire hydrants.

(5) Vehicles are not permitted to be parked in a parking bay in such a manner as to encroach over another parking bay and sufficient maneuvering space for access to neighbouring parking bays shall be made.

(6) The right to park vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility, and that no liability will attach to the body corporate, or its agents, or any of their employees, for any loss or damage of whatever nature, which the owner or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.

(7) No vehicle other than a passenger or light delivery vehicle or motorcycle may park or stand on a regular basis in any designated parking bay. Trailers, boating trailers, caravans, motor boats or any other watercrafts are not allowed to park in any designated parking bay without the permission of the trustees.

(8) Owners and occupiers may only use the common property parking bays for short periods, preferably for not more than one (1) hour for the purpose of loading and unloading items from their vehicles.

(9) An occupier must:

(a) keep his or her parking bay in a neat and presentable state;

(b) not use his or her parking bay for storage purposes;

(c) "Space Buddi" over bonnet storage units are permitted to be installed within parking bays.

(10) The owner or occupier of a section must not use a garage or parking bay for any purpose other than the parking of a motor vehicle.

(11) Should a garage be used for storage, it must still be capable of being used for the parking of a motor vehicle or motor bike.

(12) No person may sleep or overnight in any area other than a residential section.

## **10. Bicycles, Motorcycles and Games**

10. (1) Motorcycles, quad bikes, bicycles, tricycles, roller skates, skateboards and other similar objects may not be used on the common property other than for entering and exiting the complex, nor may they be left, parked and/or stored on any part of the common property where they may cause an obstruction, nuisance and/or danger to any other owner or occupiers of a unit.

(2) Motorised vehicles such as motorcycles, quad bikes and any other engine-driven vehicles may not be used in such a way as to cause excessive noise when entering and exiting the common property.

(3) Bicycle racks are for the use and enjoyment of the owner or occupier of a section. Visitors are permitted to make use of the bicycle racks for a period of no longer than 1 (one) day. All bicycles need to be properly fitted and secured to the bicycle racks. No other objects may be placed or attached to the bicycle racks.

(4) Owners must not cause or permit the striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the buildings.

(5) Damage caused as a result of any failure to comply with the above will be for the sole account of the owner of the unit concerned.

## **11. Garden and Plants**

11. (1) All gardening in respect of the common property may only be done by persons authorised by the trustees.

(2) An owner or occupier may not maintain the common property gardens unless specifically authorised thereto by the trustees.

## **12. Employees**

12. (1) Owners, lessees and occupiers of sections may not request body corporate employees or contractors to perform tasks for them during their work hours.

(2) Owners, lessees and occupiers of sections may not interfere with body corporate employees or contractors in the performance of their duties as allocated to them by the trustees, but must give their full cooperation to such employees.

(3) No owner or tenant may employ/hire/make use of/reward any employee of the body corporate and/or the managing agent for any purpose, without the prior written consent of the trustees.

(4) Owners, lessees or occupiers of sections are responsible for the conduct of their own employees on the common property and must ensure that they:

(a) do not cause a nuisance or litter on the common property;

(b) do not receive guests on the premises;

(c) comply with the security measures in terms of the conduct rules.

(5) An owner or occupier shall be required to register their employee/s with security and to lodge a copy of the employee's Identity Document with security. The employee shall be required to sign a register when entering or exiting the building.

(6) The common property and all facilities, if any, may be used by domestic employees of owners or occupiers in such a manner and at such times as may be directed by the trustees from time to time.

(7) An owner or occupier must ensure where applicable that his/her domestic employee's room and other facilities are only used for the purposes for which they are intended.

### **13. Business Activities and Hobbies**

13. (1) No owner or occupier of a section, other than the commercial sections, may hold or allow to be held any auction (other than those required to accommodate the sale of a unit) or similar sales or commercial exhibitions in the section, exclusive use area or any portion of the common property and no area may be used for any industrial purpose whatsoever.

(2) No owner or occupier of a section, other than the commercial sections, may run a business from their section, exclusive use area or on any part of the common property without the trustees' prior written approval. Any such business, profession or trade must comply with applicable Local Municipal Regulations.

(3) No advertisements or publicity material may be displayed or distributed on the common property without the prior written consent of the trustees.

## 14. Letting

14. (1) No time-sharing or similar agreement may be concluded by an owner in the scheme.
- (2) Short-term letting of sections is permitted provided that the provisions of this Rule 14 and Management Rule 32 are adhered to.
- (3) An owner must take reasonable steps to satisfy him or herself as to the suitability of the prospective tenant.
- (4) An owner must ensure that, their tenant(s) complete Annexure B below, confirming their details and that they have received a copy of the conduct rules which they have read, understand and will abide by.
- (5) All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease and/or any grant of rights of occupancy.
- (6) Owners must not lease their section or otherwise grant right of occupancy to any person if by so doing they contravene the law or any Act or By-Law.
- (7) In order to maintain the security of the Scheme, the Trustees shall be entitled, in their sole discretion, to call upon any long term tenants to submit to them:
- a) a Police Clearance Certificate within 21 (twenty one) days;
  - b) in the case of a long term tenant being a foreign national, a valid temporary or permanent residency permit, within 5 (five) days.
- (8) Failure to comply with a request in terms of sub-rule (7) shall constitute an offence.
- (9) No lease agreement will in any way release owners from any of their obligations in terms of the provision of the Act, management rules or conduct rules.
- (10) The rules in relation to the use and occupation of sections and common property are binding on owners, their lessees and other occupiers of sections, and it is the duty of an owner to ensure that his or her tenants and other occupiers, including employees, guests and their family members, comply with the rules.
- (11) The owner remains at all times responsible for the behaviour of their tenant and any breach by their tenant of the provisions of these conduct rules, the management rules or the Act will be treated as if the owner committed the offence which must be rectified by the owner of the unit immediately upon receipt of a written notice to do so from the trustees or the managing agent acting on their behalf.

(12) Breaches of the conduct rules by a tenant will result in the owner being subject to a reasonable fine to be determined at the discretion of the trustees.

(13) An owner must ensure that his tenants are in possession of the necessary control for the access gate and keys to the unit to allow the tenants to access the scheme and the unit. There is no obligation on the trustees to make remote controls for the access gate available to tenants.

(14) An owner or occupier must not give the body corporate security, any remote control for the access gate or keys to a section. The trustees will instruct the body corporate security to refrain from being in control or possession of any remote control for the access gate or keys to a section. Without derogating from the generality of the foregoing, security may not be in possession of the keys or remote in respect of any section or gate in the scheme.

(15) Owners or occupiers must ensure that the use of his/her section does not cause a nuisance or danger to any other owner or occupier.

(16) The rules and the duties of owners in relation to the use and occupation of sections and common property are binding on owners, their lessees and other occupants of sections, and it is the duty of an owner to ensure that his or her occupiers and other occupiers, including employees, contractors and customers comply with these rules.

(17) No section whatsoever may be used for adult entertainment or related commercial enterprises included in the "adult" commercial retail sector, which is deemed to be injurious to the reputation of the scheme.

(18) The owner, tenants or other occupiers of the commercial and retail units shall have due regard to the rights of the owner, tenants or other occupiers of the residential units to privacy and peace.

(19) The owner, tenants or other occupiers of the commercial and retail units are to operate their businesses within the guidelines as prescribed by the Local Authority with regard to trading hours.

(20) The owner, tenants or other occupiers of the commercial and retail units are to ensure that the noise levels emanating from the use of the units shall not exceed the prescribed guidelines as laid down by the Local Authority. In the event of this conduct rule being exceeded, the trustees or the managing agent, duly authorised, reserves the right to employ an independent security company to enforce this conduct rule at the expense of the owner of the commercial and retail unit in question.

(21) The owner, tenants or other occupiers of the commercial and retail units shall ensure that the applicable fire regulations have been complied with, with regard to any occupancy of a unit and shall submit a certificate confirming the inspection and servicing of all fire equipment located within a unit to the trustees or managing agents, duly authorised, on an annual basis.

(22) Any commercial or retail component pertaining to any food and/or beverage industry shall be obliged to install and maintain any extraction fans, to ensure that all odours emanating from any kitchen and/or serving areas, do not in any way permeate into the building whatsoever. The noise levels of such extractors shall be kept below the maximum allowed in terms of the Local Authority ordinance. In the event of these levels being exceeded, the trustees or managing agents, duly authorised, shall have the right to correct the equipment after professional advice has been obtained and all the charges relating to this work and consulting fees shall be debited to the owner, tenant or other occupier of the commercial and retail unit in question as a special levy.

(23) The owner of any retail section shall first obtain the written approval of the trustees before any lease is entered into or business operated in respect of such section. The owner of such section shall describe in detail the type of retail operation that is to be operated from such section in his/her application to the trustees for permission to operate the intended business. The trustees in their sole discretion may approve or reject any application to use the retail section for any purpose which they may deem undesirable and not in the best interests of the sectional title scheme.

## **15. Behaviour of occupiers and visitors in sections and on common property**

15. (1) Owners or occupiers must not use their section or exclusive use area, or permit same to be used, in such a manner or for such purpose which may cause a nuisance to any other occupier of a section.

(2) The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.

(3) The owner or occupier of a section 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.

(4) *Save for any area being designated as such by the Trustees in terms of the relevant legislation, the owner or occupier of a section must ensure that no alcohol or any intoxicating substances be allowed or consumed on the common property. An owner or occupier of a section must further not bring on to, or use, or allow to be used, any illegal substance in the scheme.*

(5) No owner or occupier may, without the consent of the trustees, go onto the roof of any part of the building on the property.

(6) No animal or poultry may be slaughtered on any part of the common property.

(a) The slaughtering of animals or poultry for religious reasons, will only be permissible provided that:

(i) the owner and/or occupier has/have obtained the prior written consent of the trustees, which consent will not unreasonably be withheld;

(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;

(iii) 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 above;

(iv) upon receipt of written confirmation from the Municipality that the owner or occupier has their consent and will comply with the applicable by-laws;

(v) 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 adhered to;

(vi) 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;

(vii) 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.

(7) No owner or occupier may cure or hang up to dry any meat, fish, skin, or the like on any part of the common property.

(8) Owners or occupiers must not use the property or permit it to be used for any purpose which is injurious to the reputation of the scheme.

(9) 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.

(10) No firearms may be discharged in a section or any part of the common property, except under such circumstances which would reasonably justify the use of a firearm for private-defence and related purposes.

(11) No drones may be operated in a section, exclusive use area or on the common property without the written consent of the trustees and provided that the operator must be appropriately licensed.

(12) No owner or occupier may interfere with any fire-fighting or other equipment or with any machinery on the common property or with any part or parts of such equipment or machinery.

(13) No person may jump or climb over walls, perimeter walls, security gates or fencing. The relevant owner will be held responsible for any costs relating to the repair of any damage or the cleaning of any area.

(14) 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.

(15) Owners or occupiers must not use the property or permit it to be used for any purpose which is injurious to the reputation of the scheme.

(16) In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.

## **16. Noise**

16. (1) Any owner or occupier must be cognisant of the close proximity of the apartments to one another and must not allow any persistent and unreasonable noise levels to disturb other owners or occupiers.

(2) The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

(3) The owner, occupier of a section must take reasonable steps to ensure that the owner or occupier's visitors 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) Owners or occupiers must not use their apartment or exclusive use area, or permit same to be used, in such a manner or for such purpose which may cause a nuisance to any other occupier of a section.

(5) Excessive noise must be avoided at all time.

(6) Owners and tenants must take every effort that they and/or their visitors arriving or departing between the hours of 21:00 to 07:00 daily, do so with minimal disturbance to other occupiers including but not limited to no loud greetings or conversations, slamming of car doors, revving of engines or hooting.

(7) Radios, musical instruments, CD players, record players, television sets, etc., must be used in such a manner so as not to be heard in adjoining units or on the common property.

(8) Power tools and other noise-producing equipment may not be operated before 8:00 and after 17:00 on weekdays, before 9:00 and after 14:00 on Saturdays, and is not permitted at all on Sundays.



## **17. Damage to and care of common property**

17. (1) The owner or occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

(2) An owner or occupier of a section must be considered to have the trustees' consent to install a locking or safety door device to protect the section against intruders, provided the device is standard Trellidor manufacture, details of which are available from the trustees and or managing agent. Trellidor is the sole appointed service provided for the sake of aesthetic uniformity and must be white in colour.

(3) The owner or occupier of a section must keep a device installed under sub-rule (2) in good order and repair.

(4) No owner, occupier or his guest may cause or permit any act which might result in damage to or disfigurement of any section or common property or any part of the building. Owners, occupiers, visitors, and children need to respect the property and should not incur any damage to the common property including the entrance doors and lift during transporting their luggage and/or furniture. Proper use of the lift protection covers which includes hanging, followed by removal and storage must be considered when necessary. The owner must bear all costs related to the damage of the common property areas by their occupiers or their visitors and service providers.

(5) Owners and occupiers must not track sand or dirt into the foyer, lift or stairs, or leave any objects or mess in these areas.

(6) An owner or occupier of a section is obliged to maintain the exterior of his section in a state of good order and repair and to take all reasonable steps to keep it in a clean, hygienic, neat and attractive condition.

(7) An owner must give the managing agent at least 24 hours' notice, except in the case of an emergency, should his plumber or electrician require a non-emergency water or electricity shut-off. These shut-offs affect other owners and occupiers and notification of the shut-off must be placed in the foyer and both lifts. The managing agent will arrange with the owner, occupier or one of the trustees to place the notices.

(8) Owners and occupiers should familiarize themselves with the location of the water and electricity shut-off points in their sections.

(9) Owners are requested to ensure that they and their occupiers take care to avoid costly damage and possible injury by securing doors and windows in adverse weather conditions.

## **18. Appearance of section and exclusive use area**

18. (1) Owners or occupiers of sections used for residential purposes must not place or do anything on any part of their unit or exclusive use area, such as patios, or on any part of the common property which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the scheme.

(2) The owner or occupier of a section 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 unless the change is minor and does not, in the sole opinion of the trustees, detract from the appearance of the section or the common property.

(3) No items may be hung over balcony balustrading, in windows or corridors or on any part of the building or the common property so as to be visible to the public or to other occupiers.

(4) Only black or white furniture may be placed on balconies of sections used for residential purposes.

(5) Owners, lessees, and occupiers must ensure that sections are provided with adequate curtaining, linings or blinds at all times. All curtain linings and/or blinds must be white or off white when viewed from outside the section. No reflective or tinting foil may be attached to windows.

(6) No owner or occupier may, without the prior written consent of the trustees, place, store, leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left.

(7) No notice, leaflet, circular or similar object may be distributed within the scheme without the prior written consent of the trustees.

(8) Any pot plants on balconies are to be of a style and colour as specified by the trustees or managing agents, duly authorized from time to time.

(9) Should an owner, tenant or other occupier elect to install burglar bars, they must, for the sake of aesthetic uniformity, be of the clear Perspex type approved for the development.

(10) An owner, tenant or other occupier of a Unit shall ensure that any broken window pane is replaced within 3 (three) days of breaking from whatsoever cause failing which the work can be carried out by the trustees or the managing agent, duly authorised, on behalf of the owner, and the owner will be liable for the costs thereof

(11) the owner or occupier of any commercial section shall be entitled to the free use of any common area directly in front of the commercial section on the pavement for the placement of tables and chairs where such area encroaches onto the public pavement, the owner or occupier shall make application to the Local Authority for permission to use the pavement for such purposes and shall pay all costs associated with such application therewith.

## 19. Laundry

19. (1) The owner or occupier of a section must not, without the trustees' prior written consent:

- (a) erect washing lines on the common property except in the place specially designated therefore;
- (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;
- (c) carpets, mats, brooms, mops nor any other cleaning apparatus may not be shaken, dusted or beaten over balconies or through windows; or
- (d) leave laundry on the lines designated for that purpose for long periods of time after it has already dried.

(2) Owners who hang washing in the designated areas do so solely at their own risk.

(3) No owner or occupier of a section may erect his own washing lines or tie washing lines to balcony railings.

## 20. Signs and notices

20. (1) An owner or occupier of a section used for residential purposes must not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the prior written consent of the trustees in their sole discretion and direction.

(2) the owner or occupier of the commercial section is entitled to the sole advertising rights in respect of any external signage which may be placed in the designated position on the exterior of the building on the Mechau/Bree Street/Prestwich Corners free of any costs provided that they pay for all costs associated with the installation, maintenance and operating costs of such signage.

(3) The owner or occupier of a commercial section is entitled to the sole advertising rights in respect of any external signage which may be placed in the designated position on the exterior of the building on the Mechau/Bree Street/Prestwich corner free of any costs provided that they pay for all costs associated with the installation, maintenance and operating costs of such signage.

(4) The Developer, Cape Town 9 Properties (Pty) Ltd, or its nominee, shall have the right to display signage, billboards, etc., in order to effect the marketing of the 16 on Bree development until such time as the last unit is sold and transferred.

(5) An owner or occupier of a section used for commercial purposes are entitled to erect signage not exceeding 3 metres in length and 1 metre in height on the designated signage position on the exterior of such section, provided that they pay for all costs associated with the signage.

(6) An owner or occupier of a section used for commercial purposes is entitled to erect signage of a specific size indicated on the designated signage criteria drawing Annexure "F" hereto above each such section, provided that they pay for all costs associated with the signage.

## **21. Air-conditioning units**

21. (1) No owner or occupier may install an air-conditioning unit in their section without the prior written consent of the trustees in their sole discretion. When granting such consent, the trustees may impose any conditions they deem appropriate.

(2) No air-conditioning unit, if approved, may be visible from the front of or above the road level of any of the buildings within the scheme.

(3) The owner or occupier of a section must keep a device installed under this rule in good working order and repair. Should the trustees not be satisfied with the working order or noise levels of a particular air-conditioning unit, the owner of such an air-conditioner must have it repaired or replaced to the satisfaction of the trustees at the owner's expense.

(4) The owner or occupier of a section will be responsible for the maintenance and repair (which could include replacement) all pipes, wires, cable and ducts that service the devices installed under this rule, notwithstanding the fact that such pipe, wire, cable or duct may be located on common property.

(5) The owner or occupier of a section to which such device has been installed will be responsible for the cost of any maintenance, repair or damage caused by the installation to the common property or to other sections.

(6) Reticulation of the condensation from air-conditioning units may not be allowed to drip and must be reticulated directly into a soil and waste drain to the satisfaction of the Local Authority.

## **22. Satellite dishes and other installations**

22. (1) No owner or occupier may, without the prior written approval and direction of the trustees, erect a solar heating system or a device for the reception or transmission of radio, television or other signals which is visible from outside their section.

(2) The trustees who give such consent may, in their absolute discretion, impose such conditions as to the method of installation, type, specification, position, colour and removal thereof.

(3) The trustees' consent for such structure may be withdrawn at any time in the event of non-compliance with any imposed conditions. In the event of such withdrawal, the owner will be responsible for the immediate control of such object, at his/her own cost, failing which the trustees may have it removed and hold the owner liable for any costs so incurred.

(4) No television antenna or dish may be erected or installed so as to project above the skyline of the roof, when viewed from any point on the common property.

(5) Extractor fans for kitchen cookers, barbeques, and washing machine/tumble dryer extractors may only be vented to the outside atmosphere in positions approved in writing by the body corporate which will not impinge on the air quality or temperature of other owners/occupiers. Extractors may not be vented into parking areas or partially enclosed gallery spaces.

(6) The owner or occupier of a section must keep a device installed under this rule in good working order and repair.

(7) The owner or occupier of a section will be responsible for the maintenance and repair (which could include replacement) all pipes, wires cable and ducts that service the devices installed under this rule, notwithstanding the fact that such pipe, wire, cable or duct may be located on common property.

(8) The owner or occupier of a section to which such device has been installed will be responsible for the cost of any maintenance, repair or damage caused by the installation to the common property or to other sections.

(9) No owner or occupier may instruct any contractor to work on the existing satellite or television system without the approval of the trustees or the Managing agent.

(10) Owners or occupiers may contract with any internet service provider that is capable of connecting to the fibre installed within the scheme.

### **23. Roof deck bar, communal pool, outdoor gym**

23. (1) The roof deck bar, communal pool, entertainment and recreational facilities including the outdoor gym are for the exclusive use of the owners, occupiers and their guests. The number of guests must not exceed 6 persons per section. All guests must be accompanied by the owners and or occupiers at all times. The trustees may at their sole discretion place a limitation on the number of people permitted at any one time to enter the roof deck bar, communal pool and entertainment facility in order to prevent overcrowding and in the interests of safety.

(2) The communal pool is used at the sole risk of the owners and occupiers, and their guests and the Body Corporate shall be deemed to have been indemnified against claims of whatever nature arising from such use.

(3) The communal pool and sunbathing deck area must be kept tidy at all times.

(4) No unruly behaviour, diving or unruly games will be allowed. Owners are responsible for the behaviour of their guests.

- (5) No bicycles, tricycles, go-karts, skateboards, roller skates or similar are permitted in the communal pool or recreation area.
- (6) Parents are responsible for the safety and conduct of any children in the pool enclosure, and children under the age of 16 shall be accompanied by an adult.
- (7) There shall be no swimming before 07:00 and after 21:00.
- (8) No animals will be allowed in the communal pool or sunbathing deck area.
- (9) Bathers are required not to interfere with the cleaning mechanism of the communal pool, including the pool pump and motor.
- (10) No glass or dangerous objects to be brought into the swimming pool area.
- (11) No private parties may be held in the swimming pool area without the prior written permission of the trustees, and the trustees reserve the right to limit the number of guests attending such party.
- (12) Only conventional swimwear must be worn in the pool area. Swimming or sunbathing in the nude or underwear is not allowed.
- (13) All signage related to the routine maintenance of the communal pool and sunbathing deck will be obeyed.
- (14) An owner or occupier using the swimming pool area must ensure that the booking system in place is utilised and complied with.

## **24. Braai**

24. (1) Only gas, electric or similar smoke free braai equipment may be used on balconies, provided that no hazard or nuisance is caused to other owner or occupiers and that the equipment is stored out of sight when not in use. Under no circumstances may charcoal, wood or briquettes be used.

## **25. Storage of flammable materials**

25. (1) Subject to sub-rule (2), the owner or occupier of a section 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. This rule 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.

- (2) No owner or occupier or their visitors are permitted to tamper with any firefighting equipment e.g. hydrants or extinguishers or use the said fire equipment other than for the purpose of fighting a fire.

(3) Each section is limited to one 9 Kilogram gas cylinder. Reference must be made to the Pressure Equipment Regulations, in terms of the Occupational Health and Safety Act 85 of 1993. In terms of these Regulations, all gas installations must have a Certificate of Conformity, which states that the installation has been properly inspected and is determined to be safe and leak free. The certificate must be issued by an authorised person, who is registered with the Liquefied Petroleum Gas Safety Association of Southern Africa.

(4) No person may burn any garden refuse, or waste, or light any fire, at any place upon the common property in the scheme other than at a place designated for that purpose, and then subject to a proper fireplace having been constructed at such place, provided that where such fire is to be lit outdoors due regard must be had to the prevailing weather conditions, but excluded from this proviso is the lighting of fire for recreational purposes (a braai).

(5) An owner or occupier of a section must not discharge any fire equipment unless for the purpose of extinguishing a fire.

(6) An owner or occupier must not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

(7) Should fire sprinklers and/or any other fire prevention and/or protection methods or equipment be required by the scheme's current insurers, potential future insurers or local authorities, in any part of the scheme due to the use to which a section is put, the owner of such section will be held responsible for any cost of ensuring compliance with any such requirements.

(8) The owner of a section must ensure that the applicable fire regulations have been complied with, with regard to any occupancy and floor size of a section.

(9) The owner of a section must submit a certificate confirming the inspection and servicing of all fire equipment located within a section to the trustees when so requested.

## **26. Use of common property**

26. (1) The common property is owned by all owners in undivided shares. No owner or occupier may make use of any part of the common property, including the common property ablution block, to the exclusion of other owners or occupiers, or in such a way that interferes with the use and enjoyment thereof by other owners or other persons lawfully on the premises.

(2) Owners must not store or leave, or allow to be stored or left, any article or thing on or in any part of the common property except with the written consent of the trustees first having been obtained.

(3) Owners may not erect any tent or similar structure of a temporary nature on the common property without the written consent of the trustees first having been obtained.

(4) Owners must not keep or do anything on the common property after receipt of a notice to desist has been received from the trustees.

(5) No person may smoke any tobacco product, including electronic or similar smoking devices, including legalised cannabis, as it is strictly prohibited in all common areas and on common property.

(6) Owners and their tenants, visitors, employees or contractors must not cause a nuisance to any other occupiers with their smoking.

(7) Occupiers will be subject to the limitations imposed by smoke legislation where applicable and as amended from time to time.

## **27. Use of sections**

27. (1) Owners of a sections must at all times ensure that the number of persons who permanently reside in that section does not exceed 2 (two) persons in respect of a 1 (one) bedroom section, 4 (four) persons in respect of a 2 (two) bedroom section and 6 (six) persons in respect of a 3 (three) bedroom unit.

(2) The owner or occupier must not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which must constitute or cause a nuisance or disturbance or any inconvenience to any other owner or occupier, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other owner or occupier.

(3) The owner must at all times maintain his section in good, clean and habitable order and condition, and will be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows located within the section.

(4) An owner must take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their section.

(5) If a jacuzzi forms part of a section and/or exclusive use area, then the owner of the section concerned must ensure that the use, maintenance and cleaning of the jacuzzi including machinery and equipment necessary for such purposed, do not cause any disturbance or discomfort to owners or occupiers of other sections in the scheme. The owner of the section concerned will be responsible, at his own cost, for the care, maintenance and repair of the jacuzzi.

(6) The body corporate shall bear no liability whatsoever arising from any loss or damage to property or loss, injury or death any person may suffer as a result of the use of access to any such jacuzzi. The



owner of the section and/or exclusive use area of which the jacuzzi forms part will be personally liable for such loss, damage, injury or death.

(7) The owner or occupier of a commercial section shall be entitled to make application where practical to the Local Authority for permission to erect a mezzanine floor in a section, provided he shall pay all costs associated therewith.

## **28. Use of lift**

28. (1) Moving of furniture, appliances, or any heavy or bulky articles in the lifts should be done by prior arrangement with the Building Supervisor. All owners and occupiers are requested to note that due notice must be given to the Building Supervisor who will advise the janitor to place the protective cover in the lift. Failure to timeously ensure that the lift is adequately protected during the move will result in a fine to both the owner/occupier moving in and out of the building.

(2) No owner or occupier may load the lift in excess of the designated maximum carrying capacity thereof.

## **29. Eradication of pests**

29. (1) The owner of a section must keep the section free of wood-destroying insects, including white ants and borer beetles.

(2) The owner or occupier of a section 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.

(3) The body corporate must recover the costs of the inspection and replacement referred to in sub-rule (1) from the owner of the section.

(4) No owner or occupier may feed any animal, bird or reptile on any part of the common property or from his section, and must refrain from doing anything, which might encourage the frequenting of pigeons, rodents, cockroaches or stray animals anywhere on the property.

## **30. Safety and Security**

30. (1) Owners, occupiers and their visitors and invitees must at all times ensure that the security and safety of all owners, occupiers and their property are preserved and protected, and in particular must:

(a) ensure that upon entering or leaving, all security doors and gates are properly closed; and

(b) that such doors and gates are never opened for persons other than those visiting the owner or occupier, known to occupy a section or employed by the body corporate.

(2) Unauthorised traders, hawkers or others found causing a nuisance on the premises should be reported to one of the trustees of the body corporate.

(3) Any service or maintenance workers must be supervised by owners or tenants for access to the property and building. Owners or tenants must personally ensure that access to the property and building does not result in any security vulnerability.

(4) Owners or occupiers must ensure that all building, security and electronic gates and doors are securely shut and locked after they have entered or exited through them. Owners/tenants must ensure that the vehicle street gate has closed completely within their sight before proceeding on their way into or out of the block.

(5) Anyone using the pedestrian, entrance or exit gates must ensure that it is securely closed after use and ensure that such pedestrian, entrance or exit gates are not opened for unknown or uninvited persons.

(6) Any faulty or lost access controls must be reported to the Trustees or Managing Agent in writing. Any and all costs associated with such replacement will be for the owner's account and the body corporate reserves the right to recoup any and all costs.

(7) All visitors need to be escorted to their cars and observed until they exit the property completely to ensure that all doors and gates are securely shut.

(8) Owners must also supply the detail of an alternate contact person for assistance in the case of an emergency and in the event the owner is not available.

(9) The trustees may from time to time issue guidelines for the proper compliance with this rule.

(10) Tailgating in and out through the main gates is prohibited.

(11) All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person will have any claim against the body corporate of whatsoever nature arising from such use, 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.

(12) The body corporate may not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's employees, agents or contractors.

(13) The body corporate may not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property. The trustees shall be empowered to issue

rules with regard to the management of deliveries to the scheme, and all Owners, Occupiers, and Tenants shall comply with such rules.

(14) Owners, lessees and occupiers any member of the owners, lessees and occupiers household or a guest, or another person under the owners, lessees and occupiers control, must not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating battery, including but not limited to the unlawful discharge of firearms on or near the premises, or breach security that jeopardizes the health, safety, peace, and welfare of other owners, lessees and occupiers, or involving imminent or actual serious property damage.

(15) When an owner or occupier engages any builders, contractors, subcontractors, delivery persons, movers, to enter the scheme, it is the owner or occupier's duty and responsibility to:

(a) ensure that any work that may be regarded as an alteration or renovation may only be carried out if authorized by the trustees in the required format:

(b) supervise the access, activities, whereabouts and exit of these contractors and all those hired by them;

(c) inform all these contractors of the Rules, specifically including those relating to security, and ensure that they adhere to them;

(d) inform the managing agent if these contractors will be in the building for a time when the owner is not available to carry out the duties listed above. In such case the owner may be required to make use of a security guard or a similar method, approved of by the trustees, at his or her own cost.

### **31. Renovations and alterations**

31. (1) Any owner planning to undertake an alteration/s or renovation/s to their section, must, prior to the commencement of work, obtain the written approval of the trustees to the carrying out of the work and must fully complete, sign and lodge with the trustees, giving them adequate time for a decision to be made, an application substantially in the form of the Annexure marked "C" and "D" and "E" (application form, indemnity and code of conduct).

### **32. Electric charging points**

32. (1) A charging bay/s may only be occupied by a vehicle being charged. Upon completion of the charging session which may not be for a period longer than 6 (six) hours, the charging bay/s must be vacated.

(2) No owner or occupier is permitted to unplug another vehicle.

(3) The charging bay/s are to be used on first come, first served basis, with the exception that the owner or occupier of a section will have preference over any visitors.

(4) Avoid overstretching the cord and do not place the cord such that it comes in contact with another vehicle.

### **33. Smoking habits**

33. (1) Smoking is strictly prohibited in all common areas and on common property.

(2) Owners and occupiers shall ensure that a nuisance is not caused to any other owner or occupier and all smokers must ensure that their Unit's doors and windows are closed when smoking inside the Unit.

(3) The patio is recommended for use by smokers provided smoke does not cause a material negative impact or nuisance to the use and value of owners or occupiers using neighbouring patios or through smoke entering upper lying Units.

(4) Owners and occupiers shall furthermore be subject to the limitations imposed by smoke legislation where applicable and as amended from time to time.

(5) Notwithstanding the provisions of this Rule, smoking habits may not cause a nuisance to other owners and occupiers caused by the spread or infiltration of smoke into neighbouring Units.

(6) Failure to comply with the provisions of this Rule may result in the levying of a fine by the Trustees.

### **34. Complaints**

34. (1) All complaints are to be submitted to the trustees or managing agent.

(2) All complaints are to be in writing.

(3) The trustees or the managing agent must investigate the matter and notify the owner or occupier in writing of the complaint.

(4) The trustees when notified may issue instructions to the managing agent on the action to be taken against the person or persons, who are in breach, at the trustees' discretion.

(5) Further the trustees may instruct the managing agent to issue a warning, or a warning and a fine.

### **35. Dispute resolution**

35. (1) Any complaint relating to an alleged breach of the conduct rules should be addressed to the trustees in writing, being addressed to the offices of the managing agent.

(2) The trustees may form a mediation committee for purposes of entering into mediation proceedings with any relevant party to a dispute, including disputes relating to the enforcement of these Rules, or disputes as between owners or occupiers.

(3) The mediation committee contemplated in this Rule shall be constituted by 3 (Three) trustees, as determined by a vote of the trustees from time to time, and operate under such rules and procedures are determined by the trustees.

(4) Should any internal dispute not be suitable for mediation or such mediation prove unsuccessful, an application may be made to the Community Schemes Ombud Service for appropriate relief.

### **36. Contravention of conduct rules and imposition of penalties**

36. (1) If the conduct of an owner or an occupier of a section or his or her visitors in the opinion of the trustees constitutes a:

(a) nuisance; or

(b) breach of any duty of the owner under the Act; or

(c) breach of any of the duties of owners and occupiers of sections contained in prescribed management rules; or

(d) breach of any of the scheme's conduct rules;

the trustees may furnish the owner or occupier with a written notice which may in the discretion of the trustees be delivered by hand, email or by registered post, except in the instance of parking violations in which case, photographic evidence will suffice as proof of breach of the rules, in order to impose a summary fine, where no prior notification in regard to a contravention of the rules of the body corporate is presented to the offender.

(2) In the notice the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.

(3) If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular rule, the trustees may convene a meeting of trustees to discuss the matter.

(4) A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner or occupier at least seven (7) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as he or she is permitted by the chairperson, he or she may not participate in the conduct of the meeting.

(5) After the owner or occupier has been given the opportunity to present his or her case, and if a majority of the trustees present at the meeting agree that a provision of the scheme rules or the Act has been breached, the trustees may by majority decision impose on the offender a fine in an amount to be determined, and an additional fine for every offence thereafter.

(6) However, should there be any unauthorised change to the common property a fine which will be determined by the Trustees will be levied against an owner who breaches uniformity.

(7) A trustee will not be entitled to participate at the meeting referred to in sub-rule 4 and 5 in that capacity if she or he or any person who occupies the residential section which she or he owns or represents is the alleged offender.

(8) Any fine imposed in terms of this rule may, if it is not paid by the offender within 30 (thirty) days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of section 3(1) of the Act and claimed by the trustees as part of the monthly instalments payable by the owner together with interest at the rate determined by the trustees for overdue levies.

I the owner(s)/occupier of a section, do hereby confirm and validate that by signing this page, that I have read each paragraph and its sub-paragraph and understand each paragraph and its sub-paragraph.

\_\_\_\_\_  
Signature of owner/occupier

### **37. Certificate**

These conduct rules have been adopted by special resolution of the body corporate at the Annual or Special General Meeting held on \_\_\_\_\_.

These conduct rules have been signed by two trustees in terms of prescribed management rule 10(1) contained in Annexure 1 to the Regulations made under the Sectional Titles Schemes Management Act 8 of 2011.

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

## Annexure A | Pet application

1. All pets must be registered with the body corporate using one pet registry form for every pet. The body corporate must be notified immediately of any change e.g. the loss, departure or death of any pet. The managing agent or supervisor will maintain a register of all the animals kept within the property.
2. Occupiers will not be permitted to keep pets without prior written permission of the Trustees. The trustees may withdraw such permission in the event of any breach of any condition prescribed.
3. Animals will be restricted to two pets per section.
4. Dogs and cats must wear a tag, stating its name and the address and contact number of its owner.
5. Dogs and cats must be vaccinated as required and a veterinary certificate to this effect must be available for scrutiny at any time by the trustees.
6. Dog and cats are to be spayed/neutered and a veterinary certificate to this effect must be attached to this form.
7. Dogs may roam freely inside the unit or inside the fenced area of the section and/or exclusive use area, otherwise they must be kept under control on a leash and accompanied by a responsible person.
8. An owner/occupier will be responsible for the correct removal of any of their animals' excrements from their section/exclusive use areas/other sections/other exclusive use areas/common property.
9. No pets may unreasonably disturb other occupiers.
10. The owner of any pet permitted into the scheme will be solely liable for the conduct of the animal and the body corporate will not be held responsible for same.

### Details

Full Name: \_\_\_\_\_

Telephone number: (H): \_\_\_\_\_ (W): \_\_\_\_\_ (C): \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Pet's Name: \_\_\_\_\_

Type (e.g. dog): \_\_\_\_\_ Gender: \_\_\_\_\_ Age: \_\_\_\_\_

If dog, height in cm from floor to highest point on back (shoulder): \_\_\_\_\_

Description (incl. colouring, specific markings, etc): \_\_\_\_\_

Has your pet been spayed or neutered? Yes No

Has your pet been inoculated? Yes No

I agree to the terms and conditions herein, as well as the rules under Pets in 16 On Bree Body Corporate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Annexure B | New tenant information

Flat number:	_____	Owner name:	_____
Duration of lease:	Start date: _____	End date:	_____
Lease holder name:	_____	Number of occupiers:	_____
	Name: _____	Cell number:	_____
Occupier 1	Email address: _____	Vehicle type:	_____
	Vehicle colour: _____	Vehicle registration:	_____
	Name: _____	Cell number:	_____
Occupier 2	Email address: _____	Vehicle type:	_____
	Vehicle colour: _____	Vehicle registration:	_____
	Name: _____	Cell number:	_____
Occupier 3	Email address: _____	Vehicle type:	_____
	Vehicle colour: _____	Vehicle registration:	_____
	Name: _____	Cell number:	_____
Occupier 4	Email Address: _____	Vehicle type:	_____
	Vehicle colour: _____	Vehicle registration:	_____

### 16 On Bree Body Corporate Conduct Rules:

Please confirm that you have received a copy of 16 On Bree Body Corporate Conduct Rules and that you have read and understood the Rules. Failure to comply will result in fines being issued.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annexure C | Alterations and renovations rule

The page below must be completed and signed by the owner of the section concerned and returned to the trustees along with any other documentation.

### Application to carry out alterations and/or renovations

I/We the undersigned hereby make application to the trustees of the body corporate to carry out alterations/renovations as described by me/us below and I/we undertake to comply with the Conditions set out hereinafter.

Owner/applicant name:	_____	Identity number:	_____
Section number:	_____	Tel number:	_____
Contact person:	_____	Tel number:	_____
Contractors name	_____	Cell number:	_____
Address:	_____	Vehicle type:	_____
Tel number:	_____	Vehicle registration:	_____

**Description of alterations/renovations and diagram/plan** (Attach a 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 a separate sheet if space below is inadequate.)

\_\_\_\_\_.

**Work period** (State how long it will take to complete the work)

\_\_\_\_\_.

**Date of commencement** (State when you wish to commence work)

\_\_\_\_\_.

I/We hereby accept the Conditions and make application accordingly.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Owner/Applicant**

## COMMENCEMENT CERTIFICATE

We, the trustees, hereby authorise you to commence with the alterations/renovations as detailed in the foregoing application document and attached sketches/plans.

Ref No \_\_\_\_\_ and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

## CONDITIONS

**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 the scheme. 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 work period applied for. It is the function of the trustees to ensure that all applicants/owners act with reasonable and diligent care and with due and proper consideration for the remaining owners and occupiers of the building. The trustees are not qualified to provide definitive legal advice. Where appropriate, the trustees will obtain professional advice from suitably qualified professional experts at the expense of the applicant owner.

These conditions have been framed accordingly. It is the duty of the trustees to see that they are adhered to. Your compliance is earnestly requested.

1. The following broad definitions apply:

(a) **Alterations** will mean any work involving structural alterations or additions to a section or unit including the removal, creation or modification of a wall or any structural part of the building and will include any alterations, modifications or decorative work which affects the exterior appearance of a section or unit.

(b) **Renovations** will mean any internal redecoration or refurbishment of the interior of a unit or section including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitaryware, floor coverings, etc.

The trustees will be the sole and final judges as to whether the work proposed constitutes "Alterations" or "Renovations" as referred to herein.

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

(a) **ALTERATIONS:** Where alterations as defined above are involved:

(i) Submit this application with a sketch plan of the proposed alterations to the trustees to obtain

their agreement in principle.

(ii) After approval in principle by the trustees has been obtained it is the responsibility of the owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Municipality.

(iii) A copy of the plans as approved by the Municipality must be submitted to the trustees, alternatively the trustees must be supplied with evidence satisfactory to them that Council approval is not required.

(iv) If the trustees consider it necessary, they may be entitled at the cost of the applicant to seek the advice of an architect, engineer or other professionals as to the acceptability of the proposals.

(b) **RENOVATIONS:** Where only renovations as defined above are proposed this application need only be submitted to the trustees.

3. Written confirmation that the work may proceed will be conveyed to the applicant by the trustees, with whom dates for the commencement and completion of the work will be arranged. The trustees will also provide the applicant with information concerning access and the maintenance of security at the building (a most important requirement).
4. No work may start without the written consent of the trustees and the deposit having been paid to the trustees.
5. An owner or occupier of a section must not mark, paint, drive nails or screws or similar items into, or otherwise damage, or alter, any part of the common property without the prior written consent of the trustees. No electrical wiring or television connections in the corridors or in the common areas will be permitted without the prior written consent of the trustees. If such approval is not obtained, the wiring will be removed at the cost of the owner or occupier.
6. Notwithstanding sub-rule (5), an owner or person authorised by him may install:
  - (a) any locking device, safety gate, internal or external burglar bars or other safety device for the protection of his section; or
  - (b) any screen or other device to prevent the entry of animals or insects provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.All owners should be aware of the standard designs set for the building
7. Care must be taken not to disrupt or break any bulk service lines and trustees must be informed immediately if such disruption or breaks occur. Particular care must be taken with the intercom wiring and telephones as any damage caused in the section can break the circuit and disrupt the services to other sections. The owner accepts responsibility for any damage caused by him/her or his/her contractors to common property or to other units/sections in the building and indemnifies other owners against such damage.

8. An owner or occupier may not cause any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property.
9. A register of alterations/renovations must be kept updated at all times by the managing agents who will ensure strict compliance by the owners, occupiers, architects, builders and employees with conditions of approval.
10. An owner or occupier of a section must ensure that any broken window pane is replaced within 3 days of breaking from whatsoever cause.
11. Each owner or occupier of a section must repair and maintain his/her property in a state of good order. This includes domestic employees' rooms, garages, and parking space. All interior painting, plumbing and maintenance will be the sole responsibility and cost of the owner.
12. Redecoration of the interior of a section by painting, wall papering and carpeting will not constitute a renovation or alteration requiring compliance with the terms and conditions in sub-rule (7) above.
13. No person may interfere with or disconnect or reconnect the television aerial installation or any part thereof.
14. No vehicle connected with the building alteration be it the property of the contractor, any subcontractor or merchant will be allowed on the premises unless at all times the driver remains present at such vehicle. All unattended vehicles must be parked outside the premises.
15. Work carried out by owners must comply with the National Building Regulations and Building Standards Act No 103 Of 1977.
16. When planning any changes, it is the owner's responsibility to find out whether or not permission from the City Council is required. In most cases any approval by the body corporate or trustees will be conditional on such approval being obtained before work can commence.
17. No work may be carried out over weekends and public holidays. Work must be done during normal working hours, i.e. Monday – Friday between 09:00 to 16:30 and 09:30 to 13:00 on Saturdays and no work may be carried out on Sundays or public holidays.
18. No demolition, hammering, drilling, sawing or use of power tools or other disturbing noise-producing activities may be undertaken on Saturdays and Sundays or between the hours of 13:00 and 14:15 on weekdays. No jack-hammers are permitted to be used as they are deemed to compromise the integrity of the building.

19. Cement or similar product may not be mixed on the tarmac or any portion of the common property. Building material must be stored on site on the section premises at all times and may not be stored on the common property. All refuse (not limited to rubble, paint tins, carpets, sand, bricks, old fittings, oil stains, etc.) to be kept on the premises of the section and removed offsite daily. To remove building rubble or heavy building materials it must be packed into secure rubble bags and removed from the scheme via the back stairwell. Alternatively, a chute and hoist acceptable to the Municipality and to the owners or tenants of units/sections affected thereby, is to be used.
20. No loose rubble may be left on the grounds of the building overnight. Rubble can however be stored in rubble bags and left in a covered skip situated in the owner's parking bay or garage (if available) for a maximum period of three days.
21. Contractors must be supervised at all times and at no stage should duplicate keys and/or remotes to the complex be given to contractors.
22. Contractors must clean up common property each afternoon before leaving the site.
23. Contractors may not park their vehicles in front of the unit's garage except for loading and unloading. All vehicles should be parked in demarcated parking bays.
24. Contractors to access the building via the back entrance and stairwell only. No foyer or lift access is permitted unless applied for in advance and in writing. Should lift access be required and permission granted a daily fee to be determined by the trustees will be charged and the weight allowed to be carried in the lift must not exceed 500 Kilograms.
25. Contractors must supply toilet paper for their workers (they need to use the toilet in the unit they are working in or a portable toilet needs to be placed inside the owner's exclusive use garage and not on common property).
26. Body Corporate electricity may not to be used without the written consent of the trustees first being obtained, in which case a charge may be assessed for the electricity consumed, which will be for the owner's account.
27. All windows installed must conform in outward appearance with other windows installed in similar positions elsewhere in the scheme.
28. The owner indemnifies the body corporate in respect of any damage caused to its common property and agrees to pay the cost of repairing any damage caused to common property resulting from, emanating from, caused by or attributable to the proposed alterations/renovations to his/her flat.
29. A refundable deposit ranging from a minimum of R2 000,00 (two thousand Rand) to a maximum of R5 000,00 (Five Thousand Rand) must be paid to the managing agents commencing with any building

works. The trustees will determine in their discretion the amount payable by taking the scope of the building works into account.

30. The deposit will be paid into an interest-bearing account and the interest will accrue for the owner's account. Cheques must be sent to the trustees or deposits can be made electronically into the body corporate's account with proof of payment being sent to the trustees. Account details can be obtained from the trustees.
31. Any and all charges, expenses and costs accruing against the owner arising from matters contained anywhere in the foregoing conditions will be payable on demand and will be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet the whole of such costs, then any deficit must be paid on demand.
32. The trustees reserve the right to enlist the services of a professional or contractor of their choice to assess any work carried out at any stage of the renovation/alteration so as to ensure the integrity of the building and to report on their findings, the cost of which will be for the owner carrying out the work.
33. Any balance of the deposit remaining will be repaid to the owner after completion of the alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit and accrued interest.
34. It is the responsibility of the owner to ensure that their contractors and workmen comply with the above-mentioned rules.
35. Finally, and most importantly, when selling a unit it is incumbent on owners to ensure that the estate agent involved is familiar with the processes raised in this document. The trustees and body corporate cannot be expected to resolve or condone inappropriate expectations arising to during the sales process. In future if disputes arise, the trustees will refer any problems back to the previous owner and the estate agent responsible for the sale."

## Annexure D | Indemnity Form

AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT  
(ACT NO. 85 OF 1993)

Name of scheme or name of registered owner: \_\_\_\_\_

Hereinafter referred to as "the Employer" represented by: \_\_\_\_\_

and

Name of contractor: \_\_\_\_\_

Street address: \_\_\_\_\_

Hereinafter referred to as "the mandatory" represented by: \_\_\_\_\_

### Preamble

(a) WHEREAS the Employer and mandatory have entered into an agreement in terms of which the mandatory will perform certain work and/or services on behalf of the Employer;

(b) AND WHEREAS the Occupational Health and Safety Act defines a "mandatory" as an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and/or machinery.

(c) Section 37 of Occupational Health and Safety Act potentially punishes an employer for the unlawful acts or omissions of its contractors, sub-contractors and agents, (hereinafter referred to as the mandatory) save where a written agreement is concluded between the employer and the mandatory which sets out and contains arrangements and procedures which are to be implemented and adopted by the mandatory itself to ensure compliance with the provisions of the Occupational Health and Safety Act and its regulations.

(d) The parties hereto wish to enter into such an agreement which is set out below.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### Definitions

**"employer"** means the NAME, the principal to this agreement;

**"mandatory"** means the contractor described under this agreement; Sub-contractor means the contractors, agents and /or subcontractors employed by the Mandatory;

**“The Act”** means the Occupational Health and Safety Act

**“The COID Act”** will mean the Compensation for Occupational Injuries and Diseases Act.

**“The Agreement”** means this agreement and all documents attached or referred to therein, which form an integral part of the Agreement.

### 1. Scope of this agreement

This agreement will be binding for all work that the mandatory undertakes for the Employer and will apply to the mandatory, its employees, agents, Contractors and Subcontractors.

### 2. COID Act insurance

The mandatory warrants that all its employees, agents, contractors and/or its subcontractor's and or their employees (if any) are registered and covered in terms of sec 80-87 of the COID Act which cover will remain in force whilst any such employees are present on the Employer's premises and that all such assessment fees are correct and paid up.

### 3. Compliance with the Occupational Health and Safety Act

(3.1) The mandatory undertakes to ensure that it and its subcontractors and their respective employees at all times comply with regulations, processes and requirements as laid down under the Act, which without detracting from the generality thereof includes the following: -

(3.1.1) all work performed by the mandatory on the Employer's premises and will be performed by persons employed or contracted by the mandatory who are trained to understand the hazards associated with any such work performed;

(3.1.2) the mandatory warrants that it is aware of the provisions of the Act and its responsibilities there under and that it will ensure that all and any of its employees, agents or contractors who are to carry out the work at the Employers premises in terms of this agreement, are equally made aware of the requirements of the Occupational Health & Safety Act 85 of 1993 and that all comply with the such requirements in all respects.

(3.1.3) the mandatory must appoint competent persons who must be trained on any occupational health and safety aspect pertaining to them or to work that is to be performed by them.

(3.1.4) the mandatory must ensure that discipline regarding all aspects of Health and Safety will be strictly enforced.



(3.1.5) where applicable, any personal protective equipment required must be tested and issued by the mandatory to its employees and subcontractors, and the mandatory will ensure that such clothing and equipment is worn at all times.

(3.1.6) no unsafe equipment/machinery and/or articles will be used by the mandatory, its employees or sub- contractors on the Employer's premises.

(3.1.7) the mandatory must make available to its employees and subcontractors, written safe working practices, procedures and precautionary measures, and must ensure that all its employees and subcontractors are made conversant with the content of these practices and that they are enforced at all times.

(3.1.8) all incidents/accidents which may occur whilst on the Employers premises or whilst the work under this agreement is being carried out will be referred and will be reported by the mandatory to the department of labour as well as to the Employer.

(3.1.9) no use may be made by the mandatory and/or by its employees and /or their subcontractors of any of the Employer's machinery /articles /substance /plant /personal protective equipment without the Employer's prior written approval and any such use will be at the mandatory's own risk.

(3.1.10) the mandatory must ensure that work for which the issuing of a permit is required may not be performed prior to the obtaining of a duly completed and approved permit.

(3.1.11) the mandatory must ensure that no alcohol or any intoxicating substances will be allowed on the Employer's premises. Anyone suspected to be under influence of alcohol or any intoxicating substances may not be allowed onto the Employer's premises and anyone found on the premises suspected of being under the Influence of alcohol or any other intoxicating substances will be escorted off the premises immediately.

(3.1.12) the mandatory will report in writing anything it deems to be unhealthy and/or unsafe to the Employer's management.

(3.1.13) the mandatory warrants that it will not endanger the health and safety of the Employer's employees or visitors or other contractors in any way whilst performing work on the Employer's premises.

(3.1.14) the mandatory understands that no work may commence on the Employer's premises until this agreement has been duly completed signed and received by the Employer.

(3.1.15) No dumping of any hazardous chemical substances is permitted into any drains and/or waste bins. Same must be disposed of in terms of the Hazardous Chemical Substance Regulations of the Occupational Health and Safety Act 85 of 1993.

(3.1.16) When any activity during build-up and/ or breakdown periods, is of such nature that it could cause injury to anyone, or damage to the environment, all reasonable practicable preventative measures must be implemented to ensure the health, safety and/or impact upon the environment.

(3.1.17) All Certificates of Compliance will be provided in original format (copies unacceptable) to the body corporate or his/her Safety Representative.

WITHOUT RECEIPT OF THIS AGREEMENT, 16 ON BREE BODY CORPORATE RESERVES THE RIGHT TO WITHHOLD ACCESS TO THE WORK AREA

SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_ AT \_\_\_\_\_.

\_\_\_\_\_  
Signature of the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Mandatory

\_\_\_\_\_  
Date

## Annexure E | Rules for Contractors

(To be read in conjunction with Annexure "C" and Conditions for Alterations and Renovations)

**Access:** Access is via the back entrance and back stairs only (should lift access be required this must be applied for in advance and in writing stating date and approximate duration. Should permission be granted a daily fee to be determined by the trustees will be charged and the weight allowed to be carried in the lift must not exceed 500 Kilograms. A letter will be sent to all owners/tenants notifying them in order for them to make alternative arrangements. Protective cloth will be put up inside the lift).

**Parking:** Parking apart from utilising the owner's exclusive use bay/garage only one Visitor's Bay may be used. Additional vehicles will need to park off the premises. If more than one contractor's vehicle is parked in the Visitor's Bays a photo will be taken and a fine issued to the owner.

**Working hours:** Working hours will include: Monday to Friday between 08h00 and 17h00. No loud noise such as banging/drilling/sawing/the use of power tools or other disturbing noise producing activities between the hours of 13h00 and 14h15 Monday to Friday. No work is permitted on a Saturday, Sunday or public holiday. No jack-hammers are permitted to be used as they are deemed to compromise the integrity of the building.

**Common Property:** All common property areas to be left in a clean state at the end of each day. Photographic evidence of mess/dirt will suffice for fines to be levied against the owner. Damage to common property will be for the cost of the owner.

**Skips:** Any skips brought on site must be covered and stored in the owner's exclusive use sections for a maximum of 3 (three) days. Skips may not be stored on any of the common areas.

**Toilets:** Contractors to utilise the toilet in the flat they are working in. Should a portable toilet be needed this must be placed inside the flat/in that owner's garage and not on common property.

**Floors:** Contractors are only permitted access to the floor that they are working on. If they are found to be wandering around the block a fine will be issued against the owner as this will be viewed as a security breach.

**Duration:** Please advise expected duration of the job. Should the project be delayed by more than 1 (one) month fines will be issued to the owner due to inconvenience to the rest of the owners/tenants.

**Uniformity:** All common areas including but not limited to walls, windows, doors, security gates, burglar bars, pipes, tiles, paint colour etc. to conform to the block's uniform style. Any exceptions are to be brought to the attention of the trustees who will rule on whether that style change will be allowed or not. Any unauthorised change to the common areas will result in a fine – the amount of which will be determined by the trustees and will be levied against an owner who breaches uniformity.

**Fines/Breach of general rules excluding uniformity:** Each offence will attract a R1 000.00 fine. The amount of the fine would be dependent on the gravity of the offence, as well as the discretion of the trustees. Photographic evidence will suffice.

**Identity Documents:**

Please supply us with a copy of each of the contractor's ID's.

**By order of 16 On Bree Body Corporate**

_____ Signature of Owner	_____ Signature of Contractor	_____ Signature of Project Manager
_____ Signature of Trustee	_____ Signature of Building Manager	_____ Date