



SECTIONAL TITLES SCHEMES MANAGEMENT ACT, 2011 (ACT NO 8 OF 2011)

CERTIFICATE IN TERMS OF SECTION 10(5)(c)

For office use:

Scheme Registration Number: CSOS/GovDoc/19/KZN/000866

I, the undersigned, Ndivhuo Rabuli, in my capacity as the Acting Chief Ombud, acting in terms of section 10(5) (c), of the Sectional Titles Schemes Management Act, 2011 (Act No 8 of 2011), hereby certify that: -

The developer has additions to the Management Rules, allocating rights to Exclusive Use Areas and parking in terms section 10 (7) of the Sectional Titles Schemes Management Act, 2011 (Act No 9 of 2011).

The amendments to the Management Rules in terms of section 10(5)(a), of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011), have been approved.

The Management and Conduct Rules are for the regulation and management of the following Community Scheme:

IMBALI RIDGE

Signed and dated at**SANDTON**..... on the**4TH** day of.... **NOVEMBER**.....2019

Ms Ndivhuo Rabuli: Acting Chief Ombud

Seal / Stamp



ANNEXURE 1

PRESCRIBED MANAGEMENT RULES

PART 1 INTRODUCTORY

Heading

1. Management rules prescribed in terms of section 10(2)(a) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

Interpretation

2. (1) In the interpretation of these rules, unless the context indicates otherwise —
- (a) **"adjudicator"** means an adjudicator acting in terms of the Community Schemes Ombud Service Act, 2011 (Act No. 9 of 2011);
 - (b) **"administrator"** means an administrator appointed in terms of section 16 of the Act;
 - (c) **"auditor"** means a person accredited to perform an audit in terms of the Auditing Professions Act, 2005 (Act No. 26 of 2005);
 - (d) **"Community Schemes Ombud Service"** means the service established in terms of the Community Scheme Ombud Service Act, 2011 (Act No. 9 of 2011);
 - (e) **"estimated cost"**, for the purposes of rule 22, means the estimated cost to maintain, repair or replace a major capital item;
 - (f) **"expected life"**, for the purposes of rule 22, means the estimated number of years before it is expected that the cost of maintenance, repair or replacement of a major capital item will be incurred;
 - (g) **"executive managing agent"** means a managing agent appointed to carry out all the functions and powers of the trustees in terms of rule 28;
 - (h) **"future development right"** means a right to extend the scheme in terms of section 25 of the Sectional Titles Act;
 - (i) **"major capital item"**, for the purposes of rule 22, means wiring, lighting and electrical systems, plumbing, drainage and storm-water systems, heating and cooling systems, any lifts, any carpeting and furnishings, roofing, interior and exterior painting and waterproofing, communication and service supply systems, parking facilities, roadways and paved areas, security systems and facilities and any other community and recreational facilities;
 - (j) **"managing agent"** means any person who provides scheme management services to a body corporate for reward, whether monetary or otherwise, including any person who is employed to render such services;
 - (l) **"member"** means a member of the body corporate;
 - (m) **"past contribution"**, for the purposes of rule 22, means the funds in the reserve fund of the body corporate in respect of the estimated cost;

- (n) **"primary section"** means a section designed to be used for human occupation as a residence, office, shop, factory or for any other type of use allowed in terms of local municipal by-laws, not being a utility section;
 - (o) **"registered auditor"** means a person as defined in terms of the Auditing Professions Act, 2005 (Act No. 26 of 2005);
 - (p) **"registered bondholder"** means the holder of a mortgage bond of whom the body corporate has been notified in terms of section 13(1)(f) of the Act;
 - (p) **"reserve funds"** means an amount set aside by the body corporate to meet the unexpected costs that may arise in future, including future cost of maintenance
 - (q) **"Sectional Titles Act"** means the Sectional Titles Act, 1986, (Act No. 95 of 1986), as amended;
 - (r) **"service address"** means the service address of a member or the body corporate in terms of rule 4; and
 - (s) **"the Act"** means the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011);
 - (t) **"utility section"** means a section which, in terms of local municipality bylaws, is designed to be used as an accessory to a primary section, such as a bathroom, toilet, storeroom, workshop, shed, servant's quarters, parking garage, parking bay or other utility area, not being a primary section.
- (2) In the interpretation of these rules —
- (a) words and expressions to which a meaning has been assigned in the Act or its regulations, bear those meanings;
 - (b) words importing-
 - (i) the singular must be interpreted to include the plural, and the plural to include the singular; and
 - (ii) any one gender must be interpreted to include all other genders; and
 - (c) the headings of rules must not be taken into account.

Amendment and binding nature

- 3 (1) The body corporate may substitute, amend, repeal, or add to the management rules subject to and in accordance with the provisions of section 10 of the Act.
- (2) A member must take all reasonable steps to ensure compliance with the conduct rules in force in terms of section 10(2)(b) of the Act by any tenant or other occupant of any section or exclusive use area, including the member's employees, guests, visitors and family members.

Service addresses

- 4 (1) The body corporate must, from time to time, determine the address that is its *domicilium citandi et executandi* in terms of section 3(1)(o) of the Act; provided that such service address must be—
- (a) the physical address of a section in the scheme;
 - (b) the physical address of a duly appointed managing agent or administrator; or

(c) another physical address within the magisterial district in which the scheme is located.

(2) The trustees may designate a fax, email or other address as an alternate body corporate service address.

(3) A change of a body corporate service address is effective when written notice of that address is lodged with the Community Schemes Ombud Service in the prescribed form.

(4) The trustees must, when they give the Community Schemes Ombud Service notice of a change of the body corporate service address in terms of section 3(1)(o) of the Act, simultaneously give such written notice to all members and other occupiers of sections and to all registered bondholders.

(5) The service address for any legal process or delivery of any other document to a member is the address of the primary section registered in that member's name; provided that a member is entitled by written notice to the body corporate to change that address for purposes as contemplated in subsections 6(3)(c) and 6(4) of the Act to another physical address, postal address or fax in the Republic of South Africa or to an email address, and that the change in the service address of the member is effective when the body corporate receives notice of such a change.

(6) The service address for any legal process or delivery of any other document to an occupier of a section, who is not a member, is the physical address of that section.

PART 2 TRUSTEES

5. (1) All the members are trustees from the establishment of the body corporate until the end of the first general meeting.

(2) Subject to rules 6(4) and 28(1), if a body corporate consists of less than 4 members who are owners of primary sections, each member or his or her representative recognised by law is considered to be a trustee without election to office.

(3) If a body corporate consists of more than 4 members who are owners of primary sections, they must from time to time determine the number of trustees to be elected in terms of these rules.

Requirements for office and disqualification

6. (1) A Trustee need not be a member or the legally recognized representative of a member who is a juristic person.

(2) A person who is the managing agent or an employee of the managing agent or the body corporate may not be a trustee unless that person is a member.

(3) A trustee who has any direct or indirect personal interest in any matter to be considered by the trustees must not be present at or play any part in the consideration or decision of the matter concerned.

(4) A trustee ceases to hold office if that trustee—
(a) by written notice to the body corporate, resigns from office;
(b) is declared by a court to be of unsound mind;

- (c) is or becomes insolvent and the insolvency results in the sequestration of that trustee's estate;
- (d) is convicted, or has been convicted in the Republic or elsewhere, of theft, fraud, forgery, perjury or any other offence involving dishonesty;
- (e) is sentenced to imprisonment without the option of a fine;
- (f) is removed from an office of trust on account of misconduct in respect of fraud or the misappropriation of money;
- (g) is removed from office by ordinary resolution of a general meeting; provided the intention to vote on the proposed removal was specified in the notice convening the meeting;
- (h) is or becomes disqualified to hold office as a director of a company in terms of the Companies Act, 2008 (Act No. 71 of 2008); or
- (i) fails or refuses to pay the body corporate any amount due by that trustee after a court or adjudicator has given a judgment or order for payment of that amount.

Nomination, election and replacement

7. (1) A member may nominate any person for the office of trustee.
- (2) The nomination of a trustee must be in writing, accompanied by the written consent of the person nominated and delivered to the body corporate service address at least 48 hours before the annual general meeting is due to start.
- (3) If an insufficient number of nominations are received in terms of sub-rule (2), further nominations may be called for at the annual general meeting with the consent of the persons nominated.
- (4) Save for the provisions of rules 5(1) and (2), trustees must be elected at the first general meeting of the body corporate and then at each subsequent annual general meeting.
- (5) If a trustee ceases to hold office —
 - (a) the remaining trustees; or
 - (b) the members in general meeting,may appoint a replacement trustee.
- (6) An elected or replacement trustee holds office until the end of the next annual general meeting and is eligible for re-election, if properly nominated.
- (7) The trustees may appoint, for a specified period, a person qualified to serve as a trustee as a replacement for any trustee who is absent or otherwise unable to perform the duties of that office.

Payment and indemnity

8. (1) The body corporate must reimburse trustees for all disbursements and expenses actually and reasonably incurred by them in carrying out their duties and exercising their powers.
- (2) Unless so determined by special resolution, trustees who are members are not entitled to any reward, whether monetary or otherwise, for their services as such.
- (3) Trustees who are not members may be rewarded for their services as such; provided that any reward, whether monetary or otherwise, must be approved by a resolution of the body corporate as

part of the budget for the scheme's administrative fund.

- (4) The body corporate must indemnify a trustee who is not a managing agent against all costs, losses and expenses arising as a result of any official act that is not in breach of the trustee's fiduciary obligations to the body corporate.

PART 3 TRUSTEE MEETINGS AND DECISIONS

General powers and duties

9. The trustees must—
- (a) meet to carry out the body corporate's business, adjourn and otherwise regulate their meetings as they think fit, subject to the provisions of the Act, these rules and the common law of meetings;
 - (b) exercise the body corporate's powers and functions assigned and delegated to them in terms of section 7(1) of the Act in accordance with resolutions taken at general meetings and at meetings of trustees;
 - (c) apply the body corporate's funds in accordance with budgets approved by members in general meeting;
 - (d) appoint any agent or employee in terms of section 4(a) of the Act in terms of a duly signed written contract; and
 - (e) compile minutes of each trustee and general meeting in accordance with rule 27(2)(a) and distribute these to the persons entitled to notice of the meeting concerned as soon as reasonably possible, but not later than 7 days after the date of the meeting.

Validity of actions

10. (1) No document signed on behalf of the body corporate is valid and binding unless it is signed on the authority of a trustee resolution by —
- (a) two trustees or the managing agent, in the case of a clearance certificate issued by the body corporate in terms of section 1 5B(3)(0(aa) of the Sectional Titles Act; and
 - (b) two trustees or one trustee and the managing agent, in the case of any other document.
- (2) A resolution adopted or other act performed by the trustees remains valid and effective notwithstanding the later discovery of some defect in the appointment of a trustee or the disqualification of a trustee.

Calling and attendance at meetings

11. (1) A trustee may at any time call a meeting of trustees by giving all other trustees not less than seven days written notice of the time and place of the meeting and by setting out an agenda for the meeting: Provided that —
- (a) in cases of urgency a trustee may give such shorter notice as is reasonable in the circumstances; and

- (b) notice need not be given to any trustee who is absent from the Republic unless the meeting is one referred to in sub-rule (5), but notice must be given to any replacement trustee appointed for that trustee.
- (2) The trustees may by written resolution set the dates of and a standard agenda for their future meetings and delivery of a copy of this resolution is considered adequate notice of all such future meetings.
- (3) Members, registered bondholders, holders of future development rights and the managing agent may attend trustee meetings and may speak on any matter on the agenda, but they are not entitled to propose any motion or to vote; provided that such persons are not entitled to attend those parts of trustee meetings that deal with —
 - (a) discussions of contraventions of the Act or rules; or
 - (b) any other matters in respect of which the trustees resolve that the presence of any such persons would unreasonably interfere with the interests of the body corporate or any person's privacy.
- (4) If a member, a registered mortgagee or the holder of a future development right in writing requests notice of trustee meetings, the trustees must deliver to that person a copy of a notice of a meeting referred to in sub-rule (1), a resolution referred to in sub-rule (2) and a notice of any adjournment of such a meeting; provided that the body corporate may recover from the person concerned the costs of delivery of such documents.
- (5) The trustees may make arrangements for attendance at a trustee meeting by telephone or any other method, if the method —
 - (a) is accessible to all trustees and other persons entitled to attend the meeting;
 - (b) permits all persons participating in the meeting to communicate with each other during the meeting; and
 - (c) permits the chairperson to confirm, with reasonable certainty, the identity of the participants.
- (6) A person who attends a meeting as provided under sub-rule (5) is considered present in person at the meeting.

Chairperson

- 12.(1)** If a body corporate consists of only two members, the provisions in these rules in regard to the election and functions of a chairperson do not apply.
- (2) From the establishment of the body corporate until the end of the first general meeting, the developer or the developer's nominee is the chairperson of the trustees.
- (3) At the commencement of the first meeting of trustees after an annual general meeting at which trustees have been elected and whenever else necessary, the trustees must by majority vote elect a chairperson from among their number.
- (4) The chairperson of the trustees holds office as such until the end of the next annual general meeting.
- (5) The trustees at a trustees' meeting or the members at a general meeting may remove the chairperson from office if notice of the meeting contains a clear statement of the proposed removal; provided that such removal does not automatically remove the chairperson from the

office of trustee.

- (6) If a chairperson is removed from office as such or ceases to hold office as a trustee, the remaining trustees must elect a replacement chairperson from among their number who holds office as chairperson for the remainder of the period of office of his or her predecessor and has the same voting rights.
- (7) If the elected chairperson vacates the chair during the course of a trustee meeting, is not present or is for any other reason unable or unwilling to preside, the trustees present must choose another chairperson from among their number and that replacement chairperson has all the powers and functions of the chairperson while acting as such.

Quorum

13. (1) At a trustee meeting, 50 per cent of the trustees by number, but not less than two, form a quorum.
- (2) If the number of trustees falls below the number necessary to form a quorum, the remaining trustee or trustees may continue to act, but only to—
 - (a) appoint replacement trustees to make up a quorum; or
 - (b) call a general meeting.
- (3) If at any trustee meeting a quorum is not present within 30 minutes of the appointed time for the meeting, the trustees present, but not less than two, must adopt interim resolutions in respect of each item on the agenda.
- (4) An interim resolution adopted by trustees in terms of sub-rule (3) does not take effect unless it is confirmed—
 - (a) at the next trustee meeting at which a quorum is present; or
 - (b) by written resolution signed by all the trustees.

Voting

14. (1) A motion at a trustee meeting —
 - (a) does not have to be seconded; and
 - (b) must be determined by resolution adopted by the majority of the trustees present and voting.
- (2) Each trustee is entitled to one vote; provided that if the deliberative votes of the trustees, including that of the chairperson, are tied, the chairperson has a casting vote, unless there are only two trustees.
- (3) A trustee is disqualified from voting in respect of —
 - (a) any proposed or current contract or dispute with the body corporate to which the trustee is a party; and
 - (b) any other matter in which the trustee has any direct or indirect personal interest.
- (4) Trustees must adopt decisions by resolutions adopted by majority vote: Provided that resolutions may be put to the vote —
 - (a) at trustee meetings; or

- (b) by a notice sent to each trustee which contains the text of any proposed resolutions and instructs the trustees to indicate their agreement to the resolution by their signature, which signatures must be received by the body corporate before expiry of the closing date specified in the notice.

PART 4 OWNER MEETINGS

Notice

- 15.**(1) Subject to sub-rule (7), at least 14 days' written notice of a general meeting specifying the place, date and hour of the meeting must be given to—
- (a) all members;
 - (b) all registered bondholders;
 - (c) all holders of future development rights; and
 - (d) the managing agent.
- (2) A person who has a right to be notified under this rule may waive that right by notice in writing delivered to the body corporate and may, at any time and in the same way, revoke that waiver; provided that if two or more persons are jointly entitled to exercise a vote, all of them must waive the right to notice and any of them may revoke that waiver.
- (3) The notice of a general meeting must be accompanied by at least -
- (a) an agenda, as required in terms of these rules;
 - (b) a copy or comprehensive summary of any document that is to be considered or approved by members at the meeting; and
 - (c) a proxy appointment form in the prescribed format.
- (4) A general meeting must be held in the local municipal area where the scheme is situated unless the members have by special resolution decided otherwise.
- (5) Registered bondholders, holders of future development rights and the managing agent may attend general meetings and may speak on any matter on the agenda, but they are not, in those capacities, entitled to propose any motion or to vote; provided that such persons are not entitled to attend any part of a general meeting if the members resolve that their presence would unreasonably interfere with the interests of the body corporate or any person's privacy.
- (6) Notice of a general meeting must be delivered to—
- (a) members at their service addresses in terms of rule 4(5), and
 - (b) other persons at the most recent physical, postal, fax or email address of which they have notified the body corporate in writing.
- (7) A general meeting may be called—
- (a) on 7 days' notice if the trustees have resolved that short notice is necessary due to the urgency of the matter and set out their reasons for this resolution; provided that the trustees must not take such a resolution in regard to a meeting referred to in rule 29(2) or (4);
 - (b) on less than 14 days notice, if this is agreed to in writing by all persons entitled to attend.
- (8) Failure to give proper notice of a general meeting to a person entitled to receive notice does not invalidate a vote taken at the meeting, as long as the body corporate made a reasonable attempt to give the notice.

- (9) Voting at a general meeting may proceed despite the lack of notice as required by this rule, if all persons entitled to receive notice in writing waive their right to notice.

First general meeting

- 16.(1) The developer must include with the notice of the first general meeting held in terms of section 2(8) of the Act —
- (a) an agenda in accordance with sub-rule (2);
 - (b) the documents referred to in sub-rule (2); and
 - (c) a comprehensive summary of the rights and obligations of the body corporate under the policies and contracts referred to in sub-rule (2)(d).
- (2) The agenda for the first general meeting of members must include at least the following —
- (a) a motion to confirm or vary the terms of the policies of insurance effected by the developer or the body corporate;
 - (b) a motion to confirm or vary an itemised estimate of the body corporate's anticipated income and expenses for its first financial year;
 - (c) a motion to approve, with or without amendment, the developer's —
 - (i) evidence of revenue and expenditure concerning the management of the scheme from the date of the first occupation of any unit until the date of the establishment of the body corporate, as required in terms of section 2(8)(c)(iii) of the Act; and
 - (ii) financial statements relating to the management and administration of the scheme from the date of establishment of the body corporate to the date of notice of the first general meeting referred to in sub-rule (1);
 - (d) subject to section 15(2) of the Act, a motion to ratify or not to ratify the terms of any contract entered into by the developer on behalf of the body corporate;
 - (e) a motion confirming that the developer has —
 - (i) furnished the meeting with copies of the documents referred to in section 2(8) of the Act and in this rule; and
 - (ii) paid over any residue referred to in section 2(9) of the Act;
 - (f) a motion appointing an auditor to audit the evidence and financial statements referred to in sub-rule (2)(c);
 - (g) motions determining the number of trustees and electing trustees;
 - (h) a motion detailing any restrictions to be imposed or directions to be given in terms of section 7(1) of the Act or confirming that there are no such restrictions or directions.
- (3) For the purposes of voting on the items of business referred to in sub-rule (2)(c), (d) and (e), any vote held or controlled by the developer is suspended.
- (4) In addition to the documents referred to in section 2(8) of the Act, the developer must at or before the first general meeting furnish the body corporate with copies of —
- (a) all building plans approved by the local municipality;
 - (b) any encroachment permit or other document issued by the local municipality in regard to the improvements in the scheme;
 - (c) plans showing the location of all pipes, wires, cables and ducts referred to in section (3)(1)(r) of the Act;
 - (d) names and addresses of all contractors, subcontractors and any other persons whom the developer has employed to render services or supply materials relating to the development of the scheme;

- (e) all warranties, manuals, schematic drawings, operating instructions, service guides, documentation from manufacturers and other similar information in respect of the construction, installation, operation, maintenance, repair and servicing of any common property or body corporate assets, occupation certificate, including any guarantee or warranty provided to the developer by a person referred to in sub-rule (4) (d); and
 - (f) all records the body corporate is required to prepare or retain in terms of rule 27.
- (5) If the developer fails to provide the body corporate with any document referred to in section 2(8) of the Act or in this rule, the body corporate must do all things reasonably necessary to obtain or have the specific document prepared and may recover the reasonable costs incurred in doing so from the developer.
- (6) If the developer fails to call the first general meeting in compliance with the requirements of section 2(8) of the Act, any member or the body corporate may do so and the body corporate must recover from the developer all costs reasonably incurred in ensuring compliance with the developer's obligations.

Annual and special general meetings

17. (1) Subject to sub-rule (2), the body corporate must hold an annual general meeting within four months of the end of each financial year.
- (2) The body corporate is not obliged to hold an annual general meeting if, before or within one month of the end of a financial year, all members in writing waive the right to the meeting and consent in writing to motions that deal with all the items of business that must be transacted at the annual general meeting; provided that if two or more persons are jointly entitled to exercise a vote, all of them must waive the right to the meeting and consent to the resolutions in writing.
- (3) All general meetings other than the annual general meeting are special general meetings.
- (4) The trustees may by resolution call a general meeting whenever they think fit and must do so if either—
(a) members entitled to 25 per cent of the total quotas of all sections; or
(b) the holder of mortgage bonds over not less than 25 per cent in number of all the primary sections,
deliver to the body corporate a written and signed request for a special general meeting; provided that if the trustees fail to call a meeting thus requested within 14 days of delivery of the request, the members or bondholder concerned are entitled to call the meeting.
- (5) Members or a bondholder who request a meeting in terms of sub-rule (4) must include one or more motions or matters for discussion with their request and these motions or matters must be included, without amendment, in the agenda for the meeting.
- (6) The order of business at general meetings is as follows:
(a) confirm proxies, nominees and other persons representing members and issue voting cards;
(b) determine that there is a quorum;
(c) elect a person to chair the meeting, if necessary;
(d) present to the meeting proof of notice of the meeting or waivers of notice;
(e) approve the agenda;

- (f) approve minutes from the previous general meeting, if any;
 - (g) deal with unfinished business, if any;
 - (h) deal with any business referred to in sub-rule (5);
 - (i) if the meeting is the first general meeting referred to in section 2(8) of the Act, deal with the business set out in rule 16(2);
 - (j) if the meeting is an annual general meeting —
 - (i) receive reports of the activities and decisions of trustees since the previous general meeting, including reports of committees;
 - (ii) approve the schedules of insurance replacement values referred to in rule 23(3), with or without amendment;
 - (iii) determine the extent of the insurance cover by the body corporate in terms of rules 23(6), (7) and (8);
 - (iv) approve the budgets for the administrative and reserve funds for the next financial year;
 - (v) consider the annual financial statements;
 - (vi) appoint an auditor to audit the annual financial statements, unless all the sections in the scheme are registered in the name of one person;
 - (vii) if the body corporate has more than four members who are owners of primary sections and is not managed by an executive managing agent in terms of rule 28, determine the number of trustees to be elected to serve during the next financial year; and
 - (viii) elect the trustees;
 - (k) report on the lodgment of any amendments to the scheme's rules adopted by the body corporate under section 10 of the Act and, if applicable, table a consolidated set of scheme rules;
 - (l) deal with any new or further business;
 - (m) give directions or impose restrictions referred to in section 7(1) of the Act; and
 - (n) dissolve the meeting.
- (7) Subject to sub-rules (5) and (6), the trustees determine the agenda for an annual or special general meeting; provided that the agenda must contain—
- (a) a description of the general nature of all business, and
 - (b) a description of the matters that will be voted on at the meeting, including the proposed wording of any special or unanimous resolution.
- (8) If any of the items of business that require member approval are not approved at an annual general meeting or any adjournment of the meeting; the resolution not to approve the relevant document must include the reasons for non-approval and the body corporate must have the document revised and submitted to another general meeting for approval as soon as reasonably possible, until it is approved.
- (9) The body corporate does not have to hold a special general meeting to consider a resolution if all members waive the right to the meeting and consent to the resolution in writing; provided that if two or more persons are jointly entitled to exercise a vote, all of them must waive the right to the meeting and consent to the resolution in writing.
- (10) A body corporate may make arrangements for attendance at an annual or special general meeting by telephone or any other method, if the method—
- (a) is accessible to all members and other persons entitled to attend the meeting;
 - (b) permits all persons participating in the meeting to communicate with each other during the meeting; and
 - (c) permits the chairperson to confirm, with reasonable certainty, the identity of the participants.

(11) A person who attends a meeting as provided under sub-rule (10) is considered present in person at the meeting.

Chairperson

18.(1) The chairperson of the trustees must preside as chairperson at every general meeting of the body corporate, unless otherwise resolved by members at the meeting.

(2) If there is no chairperson or the chairperson of the trustees is not present within 15 minutes after the time appointed for the meeting, or is unwilling or unable to act as chairperson, the members present must elect a chairperson for such meeting.

(3) A chairperson must—

- (a) maintain order, regulate the orderly expression of views and guide the members and other participants through the business of the meeting in accordance with the common law of meetings;
- (b) ensure that all motions and amendments proposed are within the scope of the notice and powers of the meeting;
- (c) ensure that the scheme's rules, the minute books and any other documents relevant to the items of business on the agenda are available at the meeting;
- (d) act fairly, impartially and courteously to all members and others entitled to attend the meeting;
- (e) ensure that all members and other persons entitled to speak are able to express their views without unnecessary disturbance or interruption;
- (f) adjourn the meeting, when it is not able to complete or continue with its business;
- (g) make decisions on points of procedure;
- (h) settle disputes by giving rulings on points of order; and
- (i) surrender the chair to a temporary chairperson elected by the members for any period during which the chairperson wishes to engage in the debate of any item of business.

(4) A chairperson at a general meeting must not—

- (a) from the chair, attempt to influence members' views on any item of business; or
- (b) disclose in advance of a vote how the chairperson intends to vote on any item of business .

Quorum

19.(1) Business must not be transacted at any general meeting unless a quorum is present or represented.

(2) A quorum for a general meeting is constituted—

- (a) for a scheme with less than 4 primary sections or a body corporate with less than four members, by members entitled to vote and holding two thirds of the total votes of members in value;
- (b) for any other scheme, by members entitled to vote and holding one third of the total votes of members in value,

provided that at least two persons must be present unless all the sections in the scheme are registered in the name of one person, and provided further that in calculating the value of votes required to constitute a quorum, the value of votes of the developer must not be taken into account.

(3) For the purpose of establishing a quorum and for the purposes of section 6 of the Act, the value of votes of any sections registered in the name of the body corporate must not be taken into account

and the body corporate must not be considered to be a member.

- (4) If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time; provided that if on the day to which the meeting is adjourned a quorum as described in sub-rule (2) is not present within 30 minutes from the time appointed for the meeting, the members entitled to vote and present in person or by proxy constitute a quorum.

Voting and representatives

20. (1) A motion at a general meeting —
(a) does not need to be seconded; and
(b) except for a special or unanimous resolution, must be adopted by resolution of the majority of the votes, calculated in value, of the members present and voting.
- (2) Except for special and unanimous resolutions, a member is not entitled to vote if—
(a) a member fails or refuses to pay the body corporate any amount due by that member after a court or adjudicator has given a judgment or order for payment of that amount; or
(b) that member persists in the breach of any of the conduct rules of the scheme referred to in section 10(2)(b) of the Act after a court or an adjudicator has ordered that member to refrain from breaching such rule.
- (3) For the purposes of any vote, the values of votes of any sections registered in the name of the body corporate are considered abstentions.
- (4) Where a member is as such a trustee for a beneficiary, that member exercises voting rights to the exclusion of persons beneficially interested in the trust and such persons are not entitled to vote.
- (5) A member's appointment of a proxy in terms of section 6(5) of the Act and the proxy's acceptance of the mandate must, except in the case of an appointment in a mortgage bond, be substantially in the prescribed form and must be—
(a) delivered to the body corporate 48 hours before the time of the meeting; or
(b) handed to the chairperson before or at the start of the meeting.
- (6) A proxy need not be a member, but must not be the managing agent or an employee of the managing agent or the body corporate.
- (7) When two or more persons are entitled to exercise one vote jointly, that vote may be exercised only by one person, who may or may not be one of them, jointly appointed by them as their proxy.
- (8) The outcome of each vote, including the number of votes for and against the resolution, must be announced by the chairperson and recorded in the minutes of the meeting.
- (9) If a special resolution is passed at a general meeting by members holding less than 50 per cent of the total value of all members' votes—
(a) the body corporate must not take any action to implement that resolution for one week after the meeting, unless the trustees resolve that there are reasonable grounds to believe that immediate action is necessary to ensure safety or prevent significant loss or damage to the scheme; and

- (b) within seven days from a resolution referred to in sub-rule 9 (a), members holding at least 25 per cent of the total votes of all members in value may, by written and signed request delivered to the body corporate, require that the body corporate hold a special general meeting to reconsider the resolution.
- (10) If a demand referred to in sub-rule (9)(b) is delivered to the body corporate, the trustees must not implement the resolution unless—
- (a) it is again passed by special resolution; or
 - (b) a quorum is not present within 30 minutes of the time set for the meeting.

PART 5 FINANCIAL MANAGEMENT

Financial year, functions and powers

- 21.(1) The financial year of a body corporate established after the Act comes into operation must run from the first day of October of each year to the last day of September of the following year unless otherwise resolved by the body corporate in general meeting.
- (2) The body corporate must not—
- (a) make loans from body corporate funds without the authority of a unanimous resolution;
 - (b) refund to any member a contribution lawfully levied and paid;
 - (c) distribute to a member or any other person any portion of the body corporate's profits or gains except-
 - (i) upon destruction or deemed destruction of the buildings, or
 - (ii) where such profit or gain is of a capital nature.
- (3) The body corporate may, on the authority of a written trustee resolution—
- (a) levy members with a special contribution if additional income is required to meet a necessary expense that cannot reasonably be delayed until provided for in the budget for the next financial year;
 - (b) increase the contributions due by the members by a maximum of 10 per cent at the end of a financial year to take account of the anticipated increased liabilities of the body corporate, which increase will remain effective until members receive notice of the contributions due by them for the next financial year; provided that the trustees must give members notice of such increased contributions by notice in terms of rule 25, with such changes as are required by the context;
 - (c) charge interest on any overdue amount payable by an member to the body corporate; provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act (2005) Act No 34 of 2005 , compounded monthly in arrear;
 - (d) invest any moneys in the reserve fund referred to in sections 3(1)(b) of the Act in a secure investment with any institution referred to in the definition of "financial institution" in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990);
 - (e) enter into written and signed contracts in respect of its powers and duties under the Act and these rules;
 - (f) join organisations and subscribe to services to further its purposes under the Act and these rules;
 - (g) delegate to one or more of the trustees, to a member, agent or an employee such of their powers and duties as they deem fit, and at any time to revoke such delegation; provided that when they delegate any power or duty they must specify in writing-
 - (i) the power or duty concerned;

- (ii) a maximum amount of the body corporate's funds that may be spent for a particular purpose; and
 - (iii) any conditions that may be applicable; and
- (h) approach the Community Scheme Ombud Service for relief.

- (4) The body corporate must ensure that all money received by the body corporate is deposited to the credit of an interest-bearing bank account—
- (a) in the name of the body corporate; or
 - (b) that is a trust account opened in terms of either the Estate Agency Affairs Act, 1976 (Act No. 112 of 1976), or the Attorneys Act, 1979 (Act No. 53 of 1979).

Maintenance, repair and replacement plan

22.(1) A body corporate or trustees must prepare a written maintenance, repair and replacement plan for the common property, setting out—

- (a) the major capital items expected to require maintenance, repair and replacement within the next 10 years;
 - (b) the present condition or state of repair of those items;
 - (c) the time when those items or components of those items will need to be maintained, repaired or replaced;
 - (d) the estimated cost of the maintenance, repair and replacement of those items or components;
 - (e) the expected life of those items or components once maintained, repaired or replaced; and
 - (f) any other information the body corporate considers relevant.
- (2) The annual contribution to the reserve fund for the maintenance, repair or replacement of each of the major capital items must be determined according to the following formula: [(estimated cost minus past contribution) divided by expected life].
- (3) A maintenance, repair and replacement plan takes effect on its approval by the members in general meeting; provided that on approval of such a plan, members may lay down conditions for the payment of money from the reserve fund.
- (4) The trustees must report the extent to which the approved maintenance, repair and replacement plan has been implemented to each annual general meeting.

Insurance

23.(1) The insurance policies of the body corporate in terms of sections 3(1)(h) and (i) of the Act —

- (a) must provide cover against —
 - (i) risks referred to in regulation 3;
 - (ii) risks that members resolve must be covered by insurance; and
 - (iii) risks that holders of registered first mortgage bonds over not less than 25 per cent in number of the primary sections by written notice to the body corporate may require to be covered by insurance;
- (b) must specify a replacement value for each unit and exclusive use area, excluding the member's interest in the land included in the scheme; provided that any member may at any time by written notice to the body corporate require that the replacement value specified for that member's unit or exclusive use area be increased;
- (c) must restrict the application of any "average" clause to individual units and exclusive use areas, so that no such clause applies to the buildings as a whole;
- (d) must include a clause in terms of which the policy is valid and enforceable by any holder of a

registered mortgage bond over a section or exclusive use area against the insurer notwithstanding any circumstances whatsoever which would otherwise entitle the insurer to refuse to make payment of the amount insured, unless and until the insurer terminates the insurance on at least 30 days' notice to the bondholder; and
(e) may include provision for "excess" amounts.

- (2) A member is responsible —
- (a) for payment of any additional premium payable on account of an increase in the replacement value referred to in sub-rule (1)(b);
 - (b) for any excess amount that relates to damage to any part of the buildings that member is obliged to repair and maintain in terms of the Act or these rules, and must furnish the body corporate with written proof from the insurer of payment of that amount within seven days of written request.
- (3) A body corporate must obtain a replacement valuation of all buildings and improvements that it must insure at least every three years and present such replacement valuation to the annual general meeting.
- (4) A body corporate must prepare for each annual general meeting schedules showing estimates of —
- (a) the replacement value of the buildings and all improvements to the common property; and
 - (b) the replacement value of each unit, excluding the member's interest in the land included in the scheme, the total of such values of all units being equal to the value referred to in sub-rule 4(a).
- (5) On written request by any registered bondholder and the furnishing of satisfactory proof, the body corporate must record the cession to that bondholder of that member's interest in any of the proceeds of the insurance policies of the body corporate.
- (6) A body corporate must take out public liability insurance to cover the risk of any liability it may incur to pay compensation in respect of—
- (a) any bodily injury to or death or illness of a person on or in connection with the common property; and
 - (b) any damage to or loss of property that is sustained as a result of an occurrence or happening in connection with the common property,
- for an amount determined by members in general meeting, but not less than 10 million rand or any such higher amount as may be prescribed by the Minister in any one claim and in total for any one period of insurance.
- (7) A body corporate must take out insurance for an amount determined by members in general meeting to cover the risk of loss of funds belonging to the body corporate or for which it is responsible, sustained as a result of any act of fraud or dishonesty committed by a trustee, managing agent, employee or other agent of the body corporate.
- (8) A body corporate, authorised by a special resolution of members, may insure any additional insurable interest the body corporate has —
- (a) in the land and buildings included in the scheme; and
 - (b) relating to the performance of its functions,
- for an amount determined in that resolution.

Administrative and reserve funds

24.(1) The administrative fund referred to in section 3(1)(a) of the Act must be used to fund the

operating expenses of the body corporate for a particular financial year.

- (2) The reserve fund maintained in terms of section 3(1)(b) of the Act must be used for the implementation of the maintenance, repair and replacement plan of the body corporate referred to in rule 22.
- (3) The following amounts must be paid into the reserve fund —
 - (a) any part of the annual levies designated as being for the purpose of reserves or the maintenance, repair and replacement plan;
 - (b) any amounts received under an insurance policy in respect of damage or destruction of property for which the body corporate is responsible;
 - (c) any interest earned on the investment of the money in the reserve fund;
 - (d) any other amounts determined by the body corporate,and all other body corporate income must be paid into the administrative fund.
- (4) Money may be paid out of the administrative fund in accordance with trustee resolutions and the approved budget for the administrative fund.
- (5) Money may be paid out of the reserve fund —
 - (a) at any time in accordance with trustee resolutions and the approved maintenance, repair and replacement plan; or
 - (b) if the trustees resolve that such a payment is necessary for the purpose of an urgent maintenance, repair or replacement expense, which purpose includes, without limitation —
 - (i) to comply with an order of a court or an adjudicator;
 - (ii) to repair, maintain or replace any property for which the body corporate is responsible where there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage to persons or property;
 - (iii) to repair any property for which the body corporate is responsible where the need for the repairs could not have been reasonably foreseen in preparing the maintenance, repair and replacement plan; or
 - (iv) to enable the body corporate to obtain adequate insurance for property that the body corporate is required to insure;provided that the trustees must report to the members on any such expenditure as soon as possible after it is made.
- (6) Expenditure under sub-rule (5)(b) —
 - (a) must not exceed-
 - (i) the amount necessary for the purpose for which it is expended; or
 - (ii) any limitation imposed by the body corporate on expenditure; and
 - (b) must comply with any restrictions imposed or directions given by members.

Contributions and charges

- 25.(1) The body corporate must, as soon as possible but not later than 14 days after the approval of the budgets referred to in rule 17(6)(iv) by a general meeting, give each member written notice of the contributions and charges due and payable by that member to the body corporate, which notice must-
 - (a) state that the member has an obligation to pay the specified contributions and charges; and
 - (b) specify the due date for each payment; and
 - (c) if applicable, state that interest at a rate specified in the notice will be payable on any

- overdue contributions and charges; and
- (d) include details of the dispute resolution process that applies in respect of disputed contributions and charges.
- (2) If money owing is not paid on the dates specified in the notice referred to in sub-rule (1), the body corporate must send a final notice to the member, which notice must state—
- (a) that the member has an obligation to pay the overdue contributions and charges and any applicable interest immediately; and
- (b) if applicable—
- (i) the interest that is payable in respect of the overdue contributions and charges at the date of the final notice; and
- (ii) the amount of interest that will accrue daily until the payment of the overdue contributions and charges; and
- (c) that the body corporate intends to take action to recover the amount due if the overdue contributions and charges and interest owing are not paid within 14 days after the date the final notice is given.
- (3) Subject to rules 21(3) (a) and (b), after the expiry of a financial year and until they become liable for contributions in respect of the next financial year, members are liable for contributions in the same amounts and payable in the same installments as were due and payable by them during the past financial year.
- (4) A member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of arrear contributions or any other arrear amounts due and owing by such member to the body corporate, or in enforcing compliance with these rules, the conduct rules or the Act.
- (5) The body corporate must not debit a member's account with any amount that is not a contribution or a charge levied in terms of the Act or these rules without the member's consent or the authority of a judgment or order by a judge, adjudicator or arbitrator.
- (6) The body corporate must in its annual financial statements account for all contributions and any other charges debited to members' accounts.
- (7) On request in writing by a member the body corporate must make available a full and detailed account of all amounts debited and credited to the member's account with the body corporate.

Financial records, budgets, reports and audit

26.(1) A body corporate must—

- (a) keep proper books of accounts that—
- (i) record all its income, expenditure, assets and liabilities;
- (ii) disclose all amounts recovered from members by the body corporate or any managing agent or other service provider acting on its behalf;
- (iii) include individual accounts for each member; and
- (iv) contain all other information necessary to allow members to assess the body corporate's financial situation and their financial situation in regard to the body corporate.
- (b) keep separate books of account and bank accounts for its administrative and reserve funds referred to in sections 3(1)(a) and (b) of the Act;
- (c) prepare annual financial statements for presentation at the annual general meeting, which statements must include analyses of the —

- (i) amounts due to the body corporate in respect of contributions, special contributions and other charges, classified by member and the periods for which such amounts were owed;
 - (ii) amounts due by the body corporate to its creditors generally and prominently disclosing amounts due to any public authority, local municipality or other entity for services including, without limitation, water, electricity, gas, sewerage and refuse removal, classified by creditor and the periods for which such amounts were owed;
 - (iii) amounts advanced to the body corporate by way of levy finance, a loan, in terms of a guarantee insurance policy or otherwise, setting out the actual or contingent liability of the body corporate and the amounts paid by the body corporate and by any member in terms of such arrangement;
 - (iv) amounts in the reserve fund showing the amount available for maintenance, repair and replacement of each major capital item as a percentage of the accrued estimated cost and the rand value of any shortfall;
 - (v) premiums and other amounts paid and payments received by the body corporate and any member in terms of the insurance policies of the body corporate and the expiry date of each policy; and
 - (vi) amounts due and payable to the Community Schemes Ombud Service.
- (d) prepare a maintenance, repair and replacement plan in accordance with rule 22 for presentation at the annual general meeting;
- (e) prepare budgets for the administrative and reserve funds comprising itemised estimates of the anticipated income and expenses during the next financial year for presentation at the annual general meeting; provided that such budgets may include discounts not exceeding 10 per cent of a members' annual contributions applicable if all those contributions are paid on or before the due dates;
- (f) prepare a report adopted by the trustees reviewing the affairs of the body corporate during the financial year for presentation at the annual general meeting.
- (2) On the application of any member, registered bondholder or of the managing agent, the body corporate must make all or any of the books of account and records available for inspection and copying.
- (3) The body corporate must ensure that all the body corporate's books of account and financial records are retained for a period of six years after completion of the transactions, acts or operations to which they relate.
- (4) Unless all the sections in the scheme are registered in the name of one person, the body corporate must present audited financial statements to a general meeting for consideration within four months after the end of the financial year.
- (5) The audit of a body corporate's annual financial statements -
- (a) must be carried out by an independent auditor who has not participated in the preparation of the annual financial statements or advised on any aspect of the accounts of the body corporate during the period being reported on;
 - (b) need not be carried out in accordance with any recognized financial reporting framework of guidelines for financial accounting;
 - (c) must include opinions as to whether or not-
 - (i) the annual financial statements accurately reflect the financial position of the body corporate for the financial year under review, with such qualifications and reservations as the auditor considers necessary;
 - (ii) the body corporate has complied with the accounting requirements set out in rules 21, 24 and this rule 26, with a specific description of any failure to comply with such requirements;
 - (iii) the books of account of the body corporate have been kept and its funds have been

- managed so as to provide a reasonable level of protection against theft or fraud; and
- (iv) the financial affairs of the body corporate appear to be effectively managed;
- (d) must be completed within four months of the end of the body corporate's financial year.

PART 6 ADMINISTRATIVE MANAGEMENT

Governance documents and records

- 27.(1) The body corporate must—
- (a) lodge a notification of an amendment to the scheme's rules referred to in section 10(5) of the Act as soon as reasonably possible, but not later than 10 days after the date of the relevant resolution of the body corporate; and
 - (b) compile and keep a complete set of all management and conduct rules including —
 - (i) an index; and
 - (ii) a prominent reference to any rules that 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;
 - (c) prepare a consolidated set of rules whenever they are amended.
- (2) The body corporate must prepare and update the following records —
- (a) minutes of general and trustee meetings, including the following information-
 - (i) the date, time and place of the meeting;
 - (ii) the names and role of the persons present, including details of the authorisation of proxies or other representative;
 - (iii) the text of all resolutions; and
 - (iv) the results of the voting on all motions;
 - (b) lists of trustees, members and tenants with their-
 - (i) full names;
 - (ii) identity numbers or, in the case of non-South African citizens, their passport numbers; and
 - (iii) section addresses and mailing addresses, if different;
 - (iv) telephone numbers; and
 - (v) email or other electronic addresses, if any;
 - (c) lists of-
 - (i) sections shown on the sectional plan, indicating in each case whether it is a primary or a utility section, its participation quota and the name of the member in whose name it is registered;
 - (ii) exclusive use areas with descriptions of purposes and numbers, if any, indicating whether the rights to each area are conferred in terms of section 27 of the Sectional Titles Act or in terms of a rule, and a reference to the relevant rule where applicable; and
 - (iii) registered bondholders with their names and addresses;
 - (d) details of all future development rights including —
 - (i) names and addresses of all registered holders of such rights; and
 - (ii) copies of all documentation prepared in terms of section 25(2) of the Sectional Titles Act for any such right; and
 - (e) any other records required by the regulations.
- (3) The body corporate may obtain and keep copies of all of the following:

- (a) The registered sectional plan and any registered amending sectional plan;
 - (b) the Act and the regulations;
 - (c) resolutions that deal with changes to the common property, including the conferring of exclusive use rights on members;
 - (d) consents and approvals given by the body corporate to members;
 - (e) waivers and consents given by members;
 - (f) written contracts to which the body corporate is a party;
 - (g) any decision of an adjudicator, arbitrator, magistrate or judge in a proceeding in which the body corporate is a party, and any legal opinions obtained by the body corporate;
 - (h) the budget and financial statement for the current year and previous years;
 - (i) income tax returns;
 - (j) insurance policies, endorsement and claim forms;
 - (k) correspondence sent or received by the body corporate and trustees; and
 - (l) any other records required by the regulations.
- (4) On receiving a written request, the body corporate must make the records and documents referred to in this rule available for inspection by, and provide copies of them to —
- (a) a member;
 - (b) a registered bondholder; or
 - (c) a person authorised in writing by a member or registered bondholder.
- (5) The body corporate must comply with a request for inspection or copying under this rule within 10 days unless the request is in respect of the rules, in which case the body corporate must comply with the request within five days.
- (6) The body corporate may charge a fee for a copy of a record or document other than the rules, provided that the fee is not more than the reasonable cost associated with the process of making the copy, and the body corporate may refuse to supply the copy until the fee is paid.
- (7) If the body corporate terminates its contract with an employee or a managing agent, that person must within 10 days deliver to the body corporate all records referred to in this rule that are in the person's possession or under the person's control.
- (8) The records referred to in this rule must be in writing or in a form that can be easily converted to writing.

Executive Managing Agent and Managing Agents

- 28.(1) The body corporate may, by special resolution, appoint an executive managing agent to perform the functions and exercise the powers that would otherwise be performed and exercised by the trustees.
- (2) Members entitled to 25 per cent of the total quotas of all sections may apply to the Community Scheme Ombud Service for the appointment of an executive managing agent.
- (3) An executive managing agent —
- (a) is subject to all the duties and obligations of a trustee under the Act and the rules of the scheme;
 - (b) is obliged to manage the scheme with the required professional level of skill and care;
 - (c) is liable for any loss suffered by the body corporate as a result of not applying such skill and care;
 - (d) has a fiduciary obligation to every member of the body corporate;
 - (e) must arrange for the inspection of the common property at least every six months; and
 - (f) must report at least every four months to every member of the body corporate on the

administration of the scheme.

- (4) The reports of an executive managing agent referred to in sub-rule (3)(0 must include at least the following details —
- (a) proposed repairs to and maintenance of the common property and assets of the body corporate within the next four months;
 - (b) matters the executive managing agent considers relevant to the condition of the common property and the assets of the body corporate;
 - (c) the balance of each of the administrative and reserve funds of the body corporate on the date of the report and a reconciliation statement for each fund; and
 - (d) for the period since the appointment of the executive managing agent or from the date of the last report —
 - (i) the expenses of the body corporate, including repair, maintenance and replacement costs; and
 - (ii) a brief description of the date and nature of all decisions made by the executive managing agent.
- (5) The body corporate may, if trustees so resolve, and must if required by —
- (a) a registered mortgagee of 25 per cent in number of the primary sections; or
 - (b) a resolution of members,
- appoint a managing agent to perform specified financial, secretarial, administrative or other management services under the supervision of the trustees.
- (6) A management agreement for any managing agent must comply with the requirements as may be set out in the regulations,
- (7) A management agreement may not endure for a period longer than three years and may be cancelled, without liability or penalty, despite any provision of the management agreement or other agreement to the contrary —
- (a) by the body corporate on two months notice, if the cancellation is first approved by a special resolution passed at a general meeting, or
 - (b) by the managing agent on two months notice.
- (8) The body corporate or trustees may by ordinary resolution cancel the management agreement in accordance with its terms or refuse to renew the management agreement when it expires.

PART 7 PHYSICAL MANAGEMENT

Improvements to common property

- 29.(1) The body corporate may on the authority of a unanimous resolution make alterations or improvements to the common property that is not reasonably necessary.
- (2) The body corporate may propose to make alterations or improvements to the common property that are reasonably necessary; provided that no such proposal may be implemented until all members are given at least 30 days written notice with details of —
- (a) the estimated costs associated with the proposed alterations or improvements;
 - (b) details of how the body corporate intends to meet the costs, including details of any special contributions or loans by the body corporate that will be required for this purpose; and
 - (c) a motivation for the proposal including drawings of the proposed alterations or improvements showing their effect and a motivation of the need for them;

and if during this notice period any member in writing to the body corporate requests a general meeting to discuss the proposal, the proposal must not be implemented unless it is approved, with or without amendment, by a special resolution adopted at a general meeting.

- (3) A body corporate must, if so directed by a resolution of members —
 - (a) install and maintain separate meters to measure the supply of electricity, water, gas or the supply of any other service to each member's sections and exclusive use areas and to the common property; and
 - (b) recover from members the cost of such supplies to sections and exclusive use areas based on the metered supply.
- (4) A body corporate may on the authority of a special resolution install separate pre-payment meters on the common property to control the supply of water or electricity to a section or exclusive use area; provided that all members and occupiers of sections must be given at least 60 days notice of the proposed resolution with details of all costs associated with the installation of the pre-payment system and its estimated effect on the cost of the services over the next three years.
- (5) If a pre-payment system referred to in sub-rule (4) is installed —
 - (a) the body corporate is responsible to ensure that the system does not infringe on the constitutional rights of section occupiers to access basic services; and
 - (b) any member who leases a unit to a tenant is responsible to ensure that the system does not infringe the rights of the tenant in terms of the Rental Housing Act, 1999 (Act No. 50 of 1999), or any other law.

Use of sections and common property

30. The body corporate must take all reasonable steps to ensure that a member or any other occupier of a section or exclusive use area does not—
- (a) use the common property so as to unreasonably interfere with other persons lawfully on the premises, in breach of section 13(1)(d) of the Act;
 - (b) use a section or exclusive use area so as to cause a nuisance, in breach of section 13(1)(e) of the Act;
 - (c) contravene the provisions of any —
 - (i) law or by-law relating to the use of a section or an exclusive use area; or
 - (ii) conditions of a license relating to use of the building or the common property, or the carrying on of a business in the building; or
 - (iii) conditions of title applicable to sections or exclusive use areas;
 - (d) make alterations to a section or an exclusive use area that are likely to impair the stability of the building or interfere with the use and enjoyment of other sections, the common property or any exclusive use area;
 - (e) do anything to a section or exclusive use area that has a material negative affect on the value or utility of any other section or exclusive use area;
 - (f) subject to the provisions of section 13(1)(g) of the Act, use a section or exclusive use area for a purpose other than for its intended use as —
 - (i) shown expressly or by implication on a registered sectional plan or an approved building plan ;
 - (ii) can reasonably be inferred from the provisions of the applicable town planning by-laws or the rules of the body corporate; or
 - (iii) is obvious from its construction, layout and available amenities;
 - (g) construct or place any structure or building improvement on an exclusive use area which in practice constitutes a section or an extension of the boundaries or floor area of a section without complying

with the requirements of the Act and the Sectional Titles Act; provided that the body corporate may by ordinary resolution —

- (i) give consent for such a structure or building improvement, if they are satisfied that it does not require compliance with such requirements;
- (ii) prescribe any reasonable condition in regard to the use or appearance of the structure or building improvement; and
- (iii) withdraw any consent if the member or other occupier of a section breaches any such condition.

Obligation to maintain

31.(1) Notwithstanding that a water-heating installation forms part of the common property and is insured by the body corporate, a member must maintain, repair and, when necessary, replace such an installation which serves that member's section or exclusive use area; provided that where such an installation serves sections owned or exclusive use areas held by more than one member, the members concerned must share the maintenance, repair and replacement costs on a pro-rata basis.

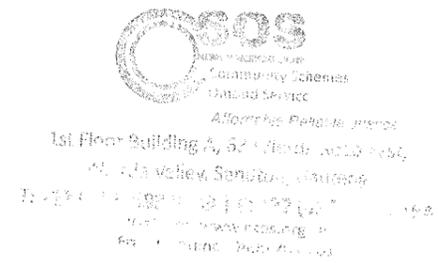
- (2) If despite written demand by the body corporate, a member refuses or fails to —
 - (a) carry out work in respect of that member's section ordered by a competent authority as required by section 13(1)(b) of the Act; or
 - (b) repair or maintain a section owned by that member in a state of good repair as required by section 13(1)(c) of the Act;

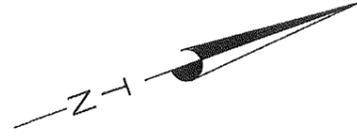
and that failure threatens the stability of the common property, the safety of the building or otherwise materially prejudices the interests of the body corporate, its members or the occupiers of sections generally, the body corporate must remedy the member's failure and recover the reasonable cost of doing so from that member; provided that in the case of an emergency, no demand or notice need be given to the member concerned.

IMBALI RIDGE

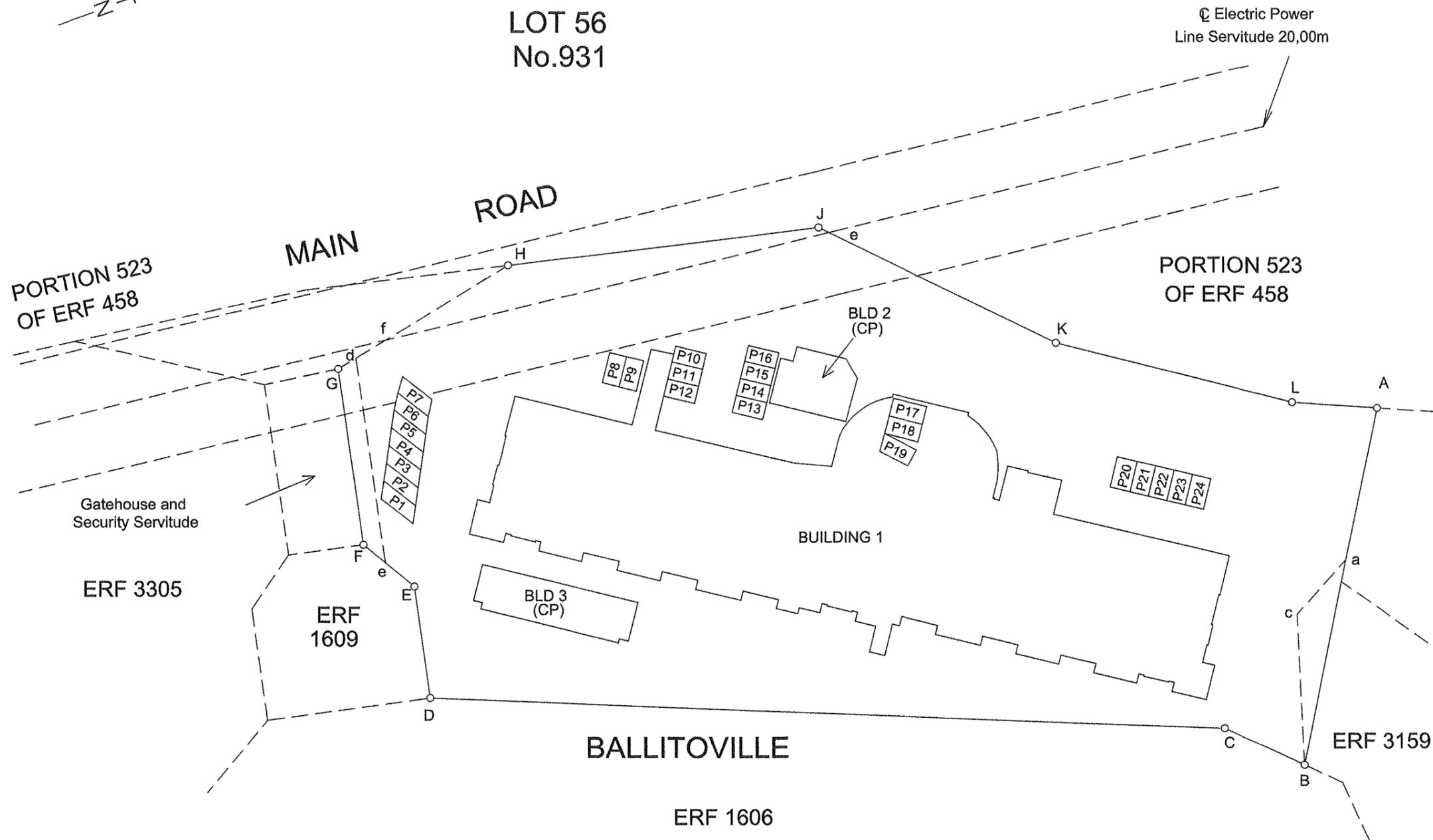
(Additional Management Rule 32)

The Developer has in terms of Section 10(7) of the Sectional Titles Schemes Management Act No. 8 of 2011 conferred rights of exclusive use and enjoyment of parts of the common property upon members of the Body Corporate as depicted on the Exclusive Use Plans annexed marked A; B; C; D; E; F; G; H and I being parking bays (PK), Gardens (G) and stairs (ST)





THE FARM
LOT 56
No.931



EXCLUSIVE USE AREAS ALLOCATION SCHEDULE	
SECTION No.	PARKING
Body Corporate	P1
Body Corporate	P2
Body Corporate	P3
Body Corporate	P4
Body Corporate	P5
Body Corporate	P6
Body Corporate	P7
104	P8
105	P9
Body Corporate	P10
Body Corporate	P11
Body Corporate	P12
Body Corporate	P13
Body Corporate	P14
Body Corporate	P15
Body Corporate	P16
605	P17
604	P18
108	P19
Body Corporate	P20
Body Corporate	P21
617	P22
606	P23
607	P24

CSOS
Community Schemes
Ombud Service
Affordable Reliable Justice
1st Floor Building A, 63 Wilertia Road East,
Wierda Valley, Sandton, Gauteng
+27 (0)11 593 0533 | F: +27 (0)11 590 6154
Website: www.csos.org.za
Fraud Hotline: 0800 701 701

LAND SURVEYOR K.de VILLIERS Signed
[Signature]
SURVEY FIRM
KIM DE VILLIERS AND ASSOCIATES
P O Box 1715
HILLCREST
3650
13/06/2019
Date

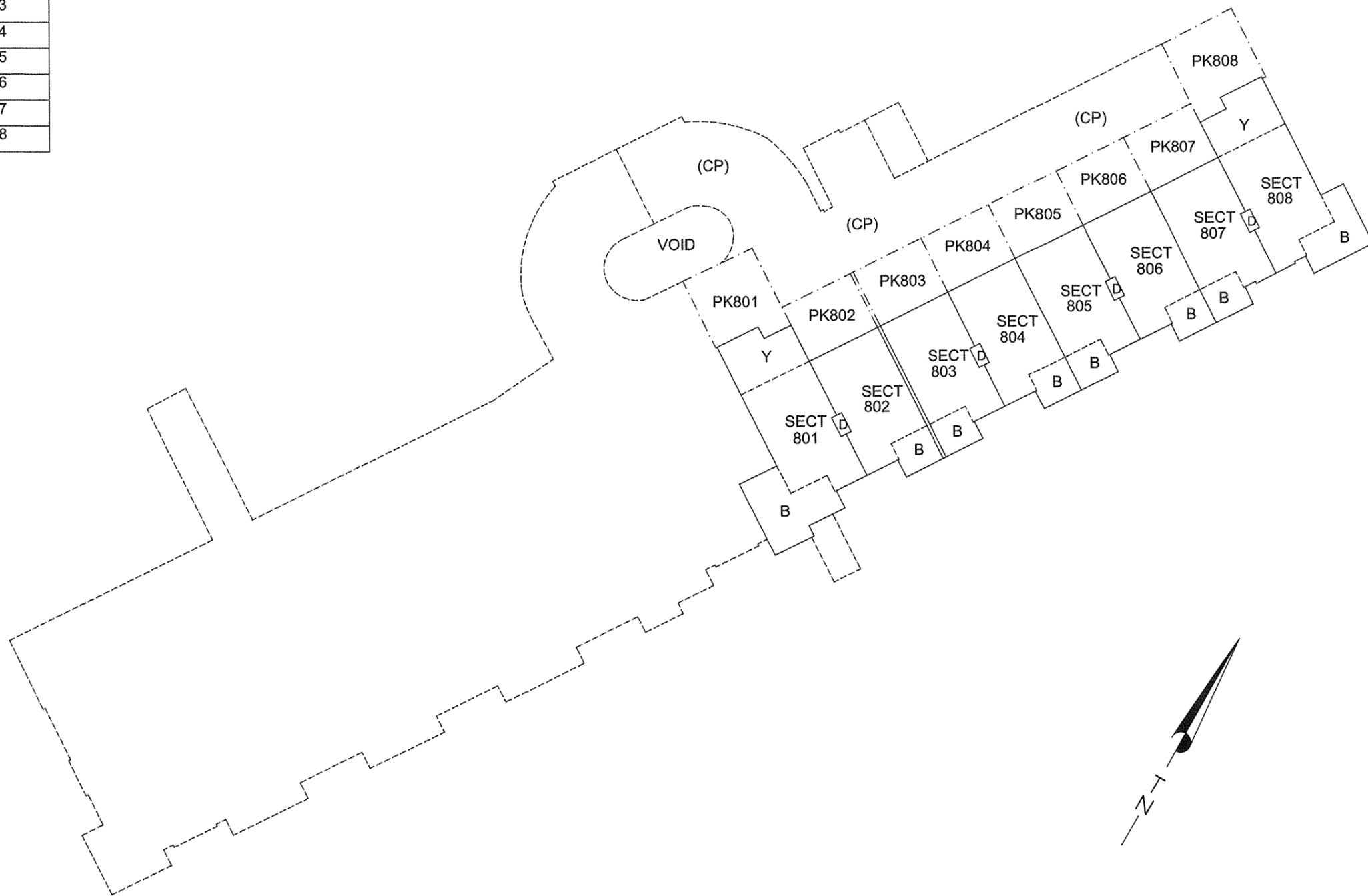
IMBALI RIDGE
DRAWING TITLE
EXCLUSIVE USE PLAN : EXTERNAL PARKING
Scale : 1 : 750

EXCLUSIVE USE AREAS
ALLOCATION SCHEDULE

SECTION No.	PARKING
801	PK801
802	PK802
803	PK803
804	PK804
805	PK805
806	PK806
807	PK807
808	PK808

ANNEXURE H

EXCLUSIVE USE PLAN IN TERMS OF
SECTION 10(7) AND (8) OF THE
SECTIONAL TITLES SCHEMES MANAGEMENT
ACT, 2011



CCOS
Community Schemes
Outcall Service
Affordable / Reliable / Justice
1st Floor Building A, 63 Wierda Road East,
Wierda Valley, Sandton, Gauteng
T: +27 (0)11 593 0533 | F: +27 (0)11 590 6154
Website: www.ccoss.org.za
Fax: +27 (0)11 590 701 701

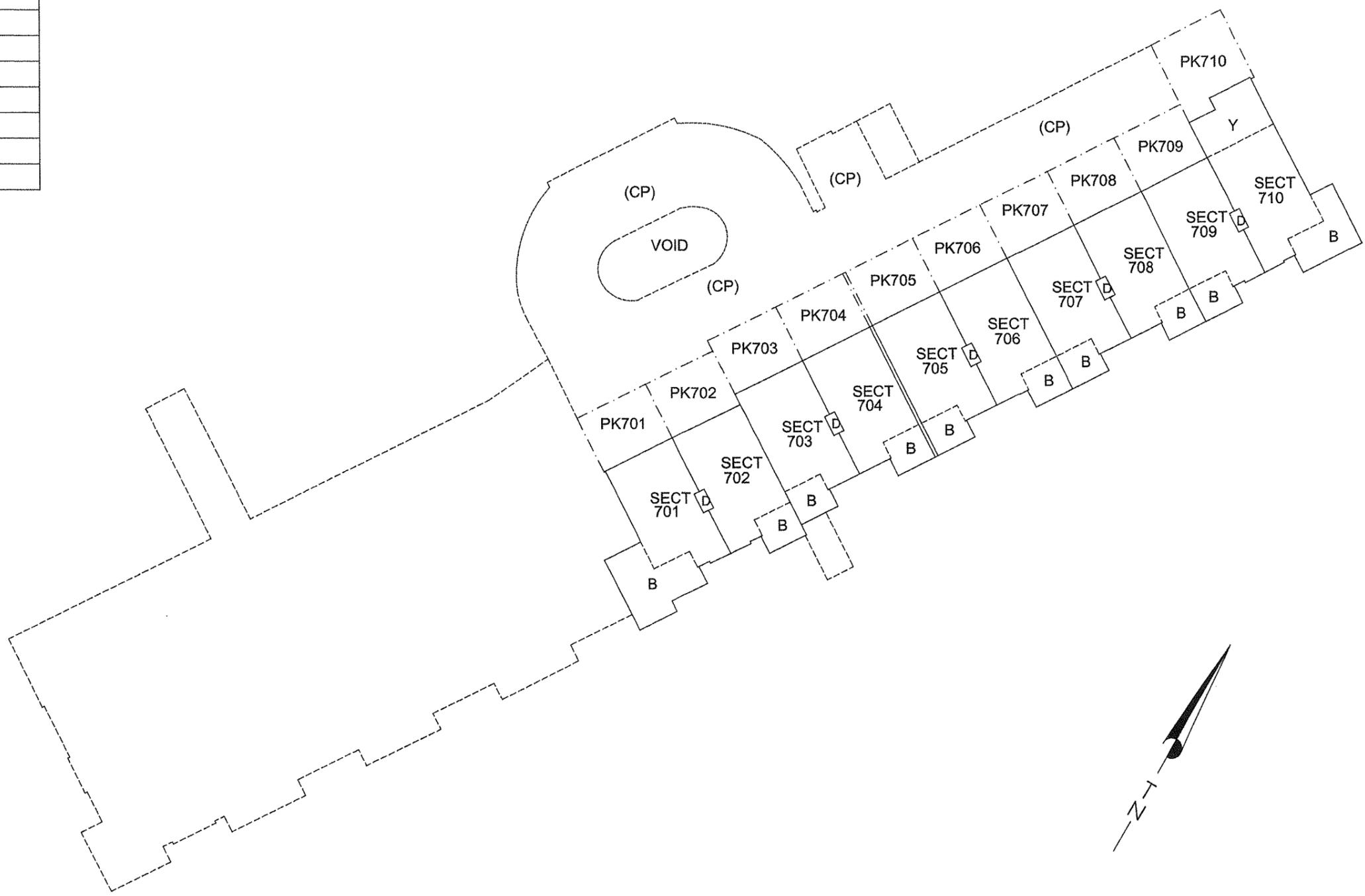
LAND SURVEYOR K. de VILLIERS
Signed
SURVEY FIRM
KIM DE VILLIERS AND ASSOCIATES
P O Box 1715
HILLCREST
3650
13/06/2019
Date

IMBALI RIDGE
DRAWING TITLE
EXCLUSIVE USE PLAN : PARKING
FIFTH FLOOR
Scale : 1 : 400

EXCLUSIVE USE AREAS ALLOCATION SCHEDULE	
SECTION No.	PARKING
701	PK701
702	PK702
703	PK703
704	PK704
705	PK705
706	PK706
707	PK707
708	PK708
709	PK709
710	PK710

ANNEXURE G

EXCLUSIVE USE PLAN IN TERMS OF SECTION 10(7) AND (8) OF THE SECTIONAL TITLES SCHEMES MANAGEMENT ACT, 2011



NOTES :

1. PK denotes PARKING.
2. Y denotes YARD, B denotes BALCONY, SECT denotes SECTION.

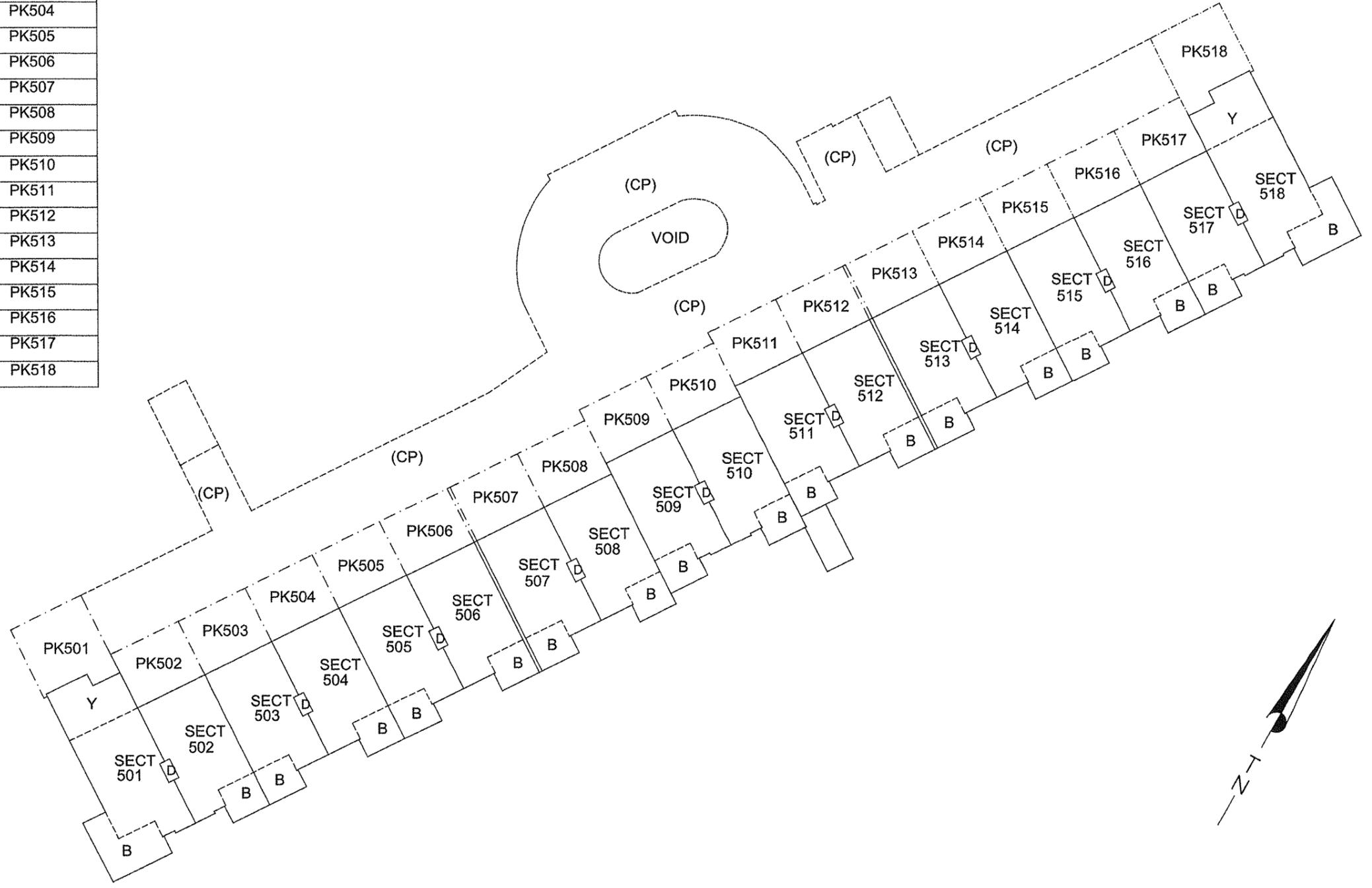
LAND SURVEYOR K. de VILLIERS
 SURVEY FIRM
 KIM DE VILLIERS AND ASSOCIATES
 P O Box 1715
 HILLCREST
 3650
 13/06/2019
 Signed
 Date

IMBALI RIDGE
 DRAWING TITLE
 EXCLUSIVE USE PLAN : PARKING
 FOURTH FLOOR
 Scale : 1 : 400

EXCLUSIVE USE AREAS ALLOCATION SCHEDULE	
SECTION No.	PARKING
501	PK501
502	PK502
503	PK503
504	PK504
505	PK505
506	PK506
507	PK507
508	PK508
509	PK509
510	PK510
511	PK511
512	PK512
513	PK513
514	PK514
515	PK515
516	PK516
517	PK517
518	PK518

ANNEXURE E

EXCLUSIVE USE PLAN IN TERMS OF SECTION 10(7) AND (8) OF THE SECTIONAL TITLES SCHEMES MANAGEMENT ACT, 2011



CSOS
Community Schemes
Ombud Service
Affordable Reliable Justice
1st Floor Building A, 63 Wierda Road East,
Wierda Valley, Sandton, Gauteng
T: +27 (0)11 593 0233 | F: +27 (0)11 590 6154
Website: www.csos.org.za
Fraud Hotline: 0800 701 701

NOTES :
1. PK denotes PARKING.
2. Y denotes YARD, B denotes BALCONY, SECT denotes SECTION.

LAND SURVEYOR K. de VILLIERS
SURVEY FIRM
KIM DE VILLIERS AND ASSOCIATES
P O Box 1715
HILLCREST
3650
13/06/2019
Date

Signed *[Signature]*

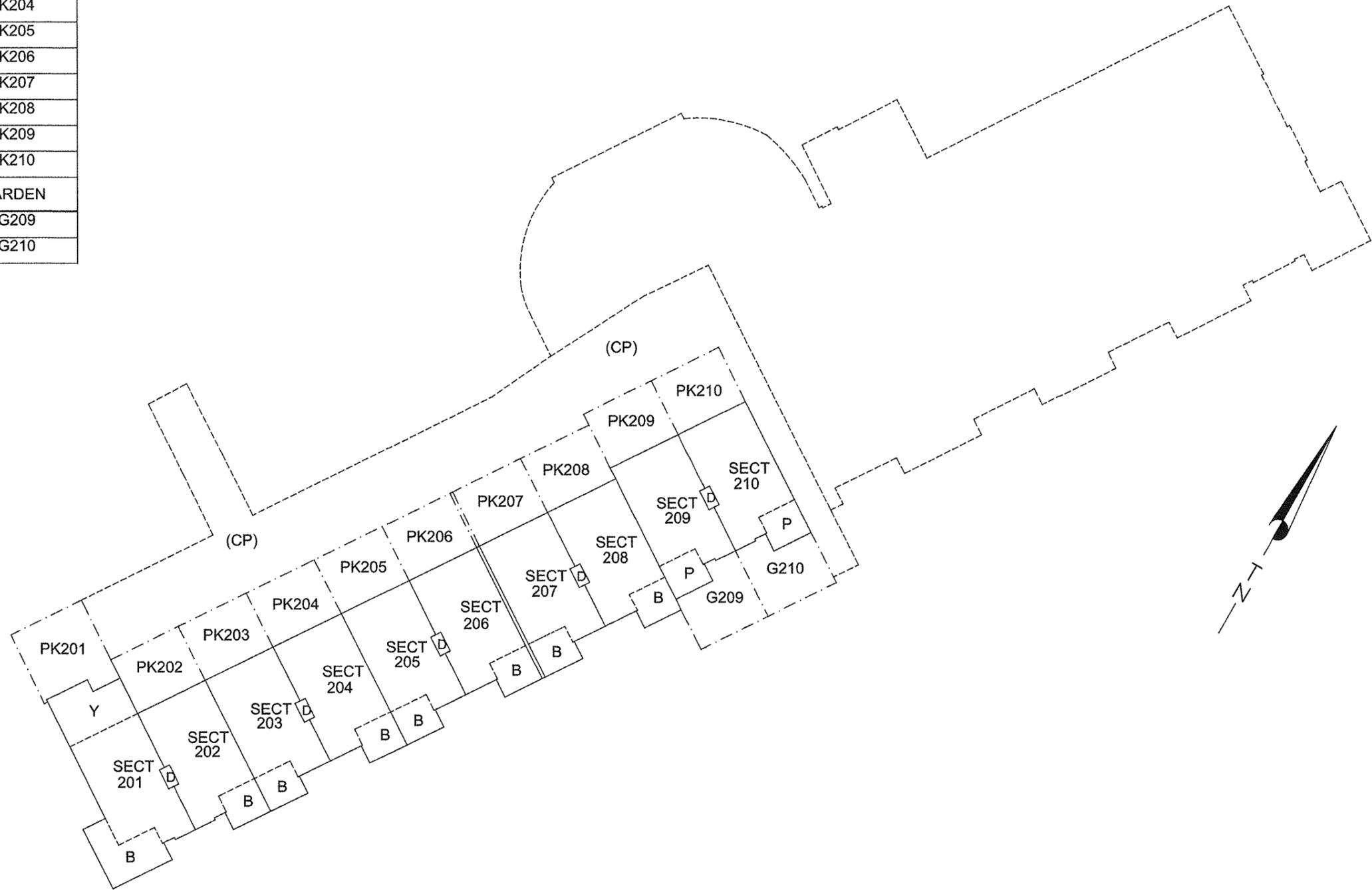
IMBALI RIDGE
DRAWING TITLE
EXCLUSIVE USE PLAN : PARKING
SECOND FLOOR
Scale : 1 : 400

EXCLUSIVE USE AREAS ALLOCATION SCHEDULE

SECTION No.	PARKING
201	PK201
202	PK202
203	PK203
204	PK204
205	PK205
206	PK206
207	PK207
208	PK208
209	PK209
210	PK210
SECTION No.	GARDEN
209	G209
210	G210

ANNEXURE B

EXCLUSIVE USE PLAN IN TERMS OF SECTION 10(7) AND (8) OF THE SECTIONAL TITLES SCHEMES MANAGEMENT ACT, 2011



NOTES :

1. PK denotes PARKING.
2. Y denotes YARD, P denotes PATIO, B denotes BALCONY, SECT denotes SECTION.
3. G denotes GARDEN.

LAND SURVEYOR K. de VILLIERS
 SURVEY FIRM *[Signature]* Signed
 KIM DE VILLIERS AND ASSOCIATES
 P O Box 1715
 HILLCREST
 3650
 13/06/2019 Date

IMBALI RIDGE
 DRAWING TITLE
 EXCLUSIVE USE PLAN : PARKING,GARDENS
 GROUND FLOOR
 Scale : 1 : 400

EXCLUSIVE USE AREAS ALLOCATION SCHEDULE

SECTION No.	PARKING
101	PK101
102	PK102
103	PK103
104	PK104
105	PK105
106	PK106
107	PK107
108	PK108
SECTION No.	GARDEN
101	G101
102	G102
103	G103
104	G104
105	G105
106	G106
107	G107
108	G108
SECTION No.	STAIRS
101	ST101
102	ST102/103
103	ST102/103
104	ST104/105
105	ST104/105

ANNEXURE A

EXCLUSIVE USE PLAN IN TERMS OF SECTION 10(7) AND (8) OF THE SECTIONAL TITLES SCHEMES MANAGEMENT ACT, 2011



NOTES :

1. PK denotes PARKING.
2. Y denotes YARD, P denotes PATIO, B denotes BALCONY, SECT denotes SECTION.
3. S denotes STOREROOM
4. G denotes GARDEN
3. ST denotes STAIRS

LAND SURVEYOR K. de VILLIERS *Signed*
 SURVEY FIRM
 KIM DE VILLIERS AND ASSOCIATES
 P O Box 1715
 HILLCREST
 3650
 13/06/2019
 Date

IMBALI RIDGE
 DRAWING TITLE
 EXCLUSIVE USE PLAN : PARKING, GARDENS
 AND STAIRS
 LOWER GROUND FLOOR
 Scale : 1 : 400

IMBALI RIDGE BODY CORPORATE
(the "Body Corporate")

CONDUCT RULES
(the "Conduct Rules")

1.

RULES OF THE ASSOCIATION

- (a) Notwithstanding anything contained herein or elsewhere it is recorded that the Conduct Rules, as set out herein, shall be subject to the provisions of the constitution of Seaward Master Home Owners Association ("the Association") and any Rules and Regulations made in terms thereof ("the Association Rules"). In the event of there being any conflict between the provisions of the Conduct Rules of the Body Corporate and the Association Rules the provisions of the Association Rules shall apply.
- (b) Each member of the Body Corporate of Imbali Ridge ("the Estate") is obliged to become a member of the Association in accordance with the provisions of the Association's constitution and shall at all times comply with the Association's Rules. The fact that a member of the Association is a member of the Body Corporate shall in no way affect such member's liability to the Association for levies and any other obligations to the Association.
- (c) In no way detracting from the generality of the aforesaid, it is recorded that each member of the Body Corporate shall be obliged to pay the Association a monthly levy calculated in accordance with the Association's Rules. This levy shall, as provided for in the Association's Rules, be collected by the trustees Body Corporate ("the Trustees") on the Association's behalf and paid to the Association.

2.

ANIMALS

- (a) The rights of an owner or occupier of a section to keep pets in a section shall be governed by the Association Rules regarding pet ownership within the Estate as if specifically incorporated herein as suitably adapted.
- (b) If the Association Rules allow owners and occupiers to keep pets and an owner and occupier has followed the Association Rules and procured the consent of the Association to keep a pet, the owner or occupier will further be obliged to procure the written consent of the Trustees of the Estate, which consent shall not be unreasonably withheld, prior to the owner or occupier

keeping the pet in the Estate.

3.

REFUSE DISPOSAL

An owner or occupier of a section shall:-

- (a) maintain in a hygienic and dry condition, an "Otto" bin or similar type of refuse receptacle for refuse within the owner's section, or in a part of the common property (the bin area) authorised by the Trustees and/or the Association in writing;
- (b) ensure that before refuse is placed in such receptacle it is securely tied, wrapped, or in the case of tins or other containers, completely drained of all its liquids in authorised black plastic bags or such other bags as may be specifically directed by the Trustees and/or the Association in terms of clause 3(h);
- (c) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees; and
- (d) when the refuse has been collected, promptly return such receptacle to the section or other area referred to in paragraph 3(a).
- (e) not flush any items down the toilet that would disrupt the operation of the Sewerage system, for example plastics, harsh chemicals, disposable nappies, condoms sanitary pads, cigarettes stubs or other foreign matter. Any blockages that are attributable to a violation of this Rule by the occupier of a section shall be repaired at the expense of the owner of the section.
- (f) ensure that no household refuse, garbage or garden rubble is placed outside sections overnight and over weekends. Residents must dispose of this in the bin area provided for this purpose.
- (g) not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any section.
- (h) be obliged to comply with any recycling initiative and separate refuse and place it in specially provided bags or receptacles as and when required.
- (i) no refuse receptacle may be visible from the common property.
- (j) no refuse or rubble may be disposed of by "dumping" in any area of the common property or association, refuse may only be disposed of at a registered refuse disposal site

4.

DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- (a) An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the Trustees and the Association.
- (b) Notwithstanding sub-rule 4(a), an owner or person authorised by the owner may install:
 - (i) any locking device, safety gate, burglar bars or other safety device for the protection of the owner's section; or
 - (ii) any screen or other device to prevent the entry of animals or insects;

provided that the Trustees and the Association have first approved in writing the nature and design of the device and manner of its installation.

5.

APPEARANCE FROM OUTSIDE

- (a) The owner or occupier of a section shall not enclose any patio area or balcony attached to or allocated to the section.
- (b) The owner or occupier of a section shall not place or do anything on any part of the common property which, in the discretion of the Trustees and/or the Association, is aesthetically displeasing or undesirable when viewed from outside of the section. No form of security gate, door or grille is to be attached to the exterior of any section. No aerial, satellite dish, washing line, air conditioner or any other fixture shall be attached to the external elevation of the building.
- (c) The owner or occupier of a section shall not place on any veranda/patio or in any window any veranda/patio furniture, any other external accessories, decorations, decorative lights, bunting umbrellas, signs, symbols, drapes, blinds, curtains or any other item which, in the discretion of the Trustees and/or the Association, is aesthetically displeasing or undesirable when viewed from outside of the section. No reflective film of any type or colour is to be used as a sun screening device on any window or door. Curtain linings are required to be of a standard colour throughout the sectional title scheme.
- (d) The owner or occupier of a section shall not place in any window any burglar bar which has not been approved by the Trustees and the Association. Burglar guards or screening fixed internally, but visible externally are to be of a standard style and uniform colour throughout the sectional title scheme.

- (e) An owner shall not place or allow to be placed in the section or any part thereof any air-conditioning equipment or television aerials except with the prior written consent of the Trustees and the Association who, in giving such consent may impose conditions as to type, colour, position and manner of fitting as they in their discretion may deem fit. Air conditioning units, including all pipe work, may only be installed if they are screened from the street and adjoining buildings.
- (f) External lighting is to comply with the approved building plans.
- (g) No alteration to the exterior colour of the building may be made without the prior approval of the Trustees and the Association.
- (h) Landscaping is to be maintained to a standard acceptable to the Trustees and the Association.

6.

SIGNS AND NOTICES

No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section without the prior written consent of the Trustees and the Association and also of the owners of the sections used for business purposes, which sections are situated on the first three floors of the building, the owners of which are entitled to erect signage.

7.

LITTERING

An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposit or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

8.

LAUNDRY

An owner or occupier of a section shall not, without the consent in writing of the Trustees and the Association, erect washing lines, nor hang any washing or laundry or any other items on any part of the building or common property so as to be visible from outside the buildings or from any other sections. Any washing hung out to dry in the washing lines provided is at the sole risk of the owner.

9.

STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- (a) An owner or occupier shall 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.
- (b) An owner or occupier shall not repair, alter or interfere with the electrical supply on the common property. Electrical faults shall be reported to the Trustees and the Association.

10.

USAGE OF SECTIONS

- (a) All sections used for residential purposes shall be used for no purpose other than those permitted by the local authority.
- (b) No disorderly conduct of whatsoever nature shall be permitted in a section or on any part of the common property nor shall there be permitted any act, matter or thing in or about the buildings which shall constitute or cause a nuisance or any inconvenience to any other owner or occupant of the buildings or members of the Body Corporate or which might endanger the building or the common property.
- (c) An owner shall not keep or do anything or permit the keeping or doing of anything on the common property after notice to desist from the Trustees and the Association.
- (d) An owner shall not store or allow to be stored or left any article or thing in any part of the common property except with the prior written consent of the Trustees and the Association.
- (e) An owner or occupier shall not: -
 - (i) Employ any person to work in the section for reward or otherwise, save as a domestic worker.
 - (ii) Carry on any profession, practice, occupation, trade or business in or from the section, in particular such that results in customers, clients or persons who have a business relationship with the owner or occupier being admitted to the section.
- (f) In the case of consolidation, the maximum number of persons for each component shall apply. "Persons" includes visitors, children and babies from date of birth. In the case of the birth of twins to any mother residing in a section, the extra child shall be permitted to reside in the section.

11.

LETTING AND PARTING WITH OCCUPATION OF SECTIONS

An owner may let or part with occupation of a section provided that:

- (a) the letting and/or parting with occupation shall not release the owner from the owner's obligations to the Body Corporate in terms of the Rules or in terms of the Act; and
- (b) as a condition precedent to any such letting and/or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the Body Corporate that such lessee or person shall duly observe all regulations and conditions contained in the Association Rules, Conduct Rules and in any law. The undertaking shall be in such terms as the Trustees and the Association may from time to time require and shall be lodged in writing with the Trustees and the Association prior to the lessee or person installing the air-conditioning unit.
- (c) An owner or occupier shall, for reasons of security and to permit the monitoring of the movement of the occupiers, be obliged to give prior notice to the Trustees and the Association or the Estate manager of IMBALI RIDGE (the "Estate Managers") (if there is one) or their designated agent by fax or letter of the persons or visitors who will from time to time occupy the section overnight and the owners' authority for such occupation.

12.

INSURANCE

- (a) The Body Corporate shall have no responsibility for the insurance of the contents of any section which shall be undertaken by the owner.
- (b) An owner shall not do or permit to be done anything which may increase the rate of insurance premiums payable by the Body Corporate on any insurance policy or which may tend to vitiate the policy. If there is any increase in the premium then the increase shall be borne by the owner responsible for the increase.

13.

DAMAGE TO ANOTHER SECTION OR COMMON PROPERTY /PAYMENT OF INSURANCE EXCESS

- (a) The Body Corporate or an owner shall be entitled to recover the reasonable cost of repair of any damage to the common property or that owner's section, as may be relevant, from the owner of a section in which the cause of such damage arose or who is responsible for the person who caused such

damage. Should the cost of repair be paid by an insurer, any excess shall be recoverable by the owner whose section sustains damage or by the Body Corporate (whoever is liable for such excess) from the owner of the other section.

- (b) In terms of Management Rule 29 (4) the Body Corporate shall be responsible for excess payments in respect of specific damage within or to an owner's section, if the cause of such damage arose outside the boundaries of the section. The provisions of this rule shall not apply where the damage is caused by the act or omission of the owner or any occupant of that section or where the damage was caused by the failure of the hot water installation serving such section.

14.

OWNER'S BREACH

- (a) If an owner (including an owner's lessee, invitee, guest, agent, servant or employee) commits a breach of the Association Rules or the Conduct Rules and remains in breach for 72 (seventy two) hours after the giving of a written notice to remedy such breach by the Trustees and the Association or the managing agent, the Trustees and/or Association shall be entitled either:
 - (i) to enter the section with workmen and agents and at the expense of the owner to carry out any work necessary to remedy such breach. The cost of doing so to the member concerned shall be deemed to be a debt owing by the member concerned to the Body Corporate and/or the Association; or
 - (ii) Subject to clause 15 of these rules, impose a system of fines/ or other penalties;
 - (iii) By unanimous resolution, recorded in writing, take such other action including instituting legal action as they deem fit and defined any action taken by any member or any other person. Any costs incurred in measures taken against a member to compel compliance with the Association Rules, Conduct Rules or any law, including legal costs calculated at an attorney's own client scale, shall be deemed to be a debt owing by the owner to the Body Corporate and shall be recovered from the owner in a manner determined by the Trustees in their full and sole discretion;
 - (iv) to take such action as may be available in law.

15.

PENALTIES

- (a) If the conduct of an owner or an occupier of a section or that of his or her visitors constitutes a nuisance in the opinion of the Trustees or if an owner, occupier or visitor contravenes a Management, Conduct or House Rules, such act shall constitute a breach of the Association Rules or the Conduct Rules and the Trustees may furnish the owner or occupier with a written notice which may, at the discretion of the Trustees and the Association, be delivered by hand or registered post as contemplated in clause 14 hereof. In the notice, the conduct which constitutes the nuisance shall be adequately described or the rule that is alleged to have been contravened shall be clearly indicated. The recipient shall be warned that if he or she persists in such conduct or contravention a fine will be imposed on the owner of the section.
- (b) Should the owner or occupier nevertheless persist in the particular conduct or in the contravention of the Conduct Rules, the Trustees may convene a meeting of Trustees to discuss the matter.
- (c) A written notice by virtue of 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 7 (seven) days before the meeting is held. At the meeting the owner or occupier shall be given the opportunity to present his or her case but, except insofar as he or she is permitted by the chairperson, he or she shall not participate in the affairs of or vote at the meeting.
- (d) After the owner or occupier has been given the opportunity to present his or her case, the If the conduct of an owner or of an occupier of a section or that of his or her visitors constitutes a nuisance in the opinion of the Trustees or if an owner, occupier or visitor contravenes a Management, Conduct or House Rules, the Trustees may furnish the owner or occupier with a written notice which may, at the discretion of the Trustees, be delivered by hand or registered post. In the notice, the conduct which constitutes the nuisance shall be adequately described or the Conduct Rules that is alleged to have been contravened shall be clearly indicated. The recipient shall be warned that if he or she persists in such conduct or contravention a fine will be imposed on the owner of the section.
- (e) Should the owner or occupier nevertheless persist in the particular conduct or in the contravention of the Conduct Rules, the Trustees may convene a meeting of Trustees to discuss the matter.
- (f) A further written notice by virtue of 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 7 (seven) days before

the meeting is held. At the meeting the owner or occupier shall be given the opportunity to present his or her case but, except insofar as he or she is permitted by the chairperson, he or she shall not participate in the affairs of or vote at the meeting.

- (g) After the Trustees may by way of a special resolution (75% of the Trustees present at the meeting with a minimum of three Trustees) impose a fine, appropriate to the offence, as determined by the Trustees in their sole discretion. Provided that the fine imposed shall not exceed R5 000.00 without a unanimous resolution of the Trustees and the full board of trustees of the Association.
- (h) A fine imposed in terms of sub-rule (d) shall, if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the contribution which the owner is obliged to pay in terms of Section 37(1) of the Act and shall be claimed by the Trustees as part of the monthly levy due by the owner.

16.

SECURITY AND ACCESS

- (a) Access to the roof area of the building including all air conditioning facilities being part of the common property shall be strictly restricted to the Trustees and consultants or workmen duly authorised by the Trustees to have access to such areas.
- (b) The Trustees may from time to time prescribe a form of identification for employees or independent contractors of owners and occupiers to issue identification to their employees upon terms and conditions determined by the Trustees. The Trustees may require such employees or independent contractors to carry identification on their persons, particularly when leaving and entering the building and, they furthermore, may authorise security personnel to require production of identification and, when deemed necessary, to search employees and their property.
- (c) Owners shall be responsible for the security of their sections and exclusive use areas.
- (d) The Trustees shall be entitled to appoint a security guard to monitor all persons entering and leaving the Estate. This includes the register of visitors and overnight visitors who will be issued with visitor cards. Where cards are not returned by 24H00 the visitor will be deemed to be an overnight visitor.
- (e) Owners and occupants shall be obliged to accompany visitors or other persons who do not have discs/keys to the entrance of the Estate in order to facilitate their admission or exit from the Estate.

- (f) The Trustees shall be entitled to issue amended or further written directives regarding access into and from the building which shall be binding upon owners and occupants as if part of these rules.
- (g) For security reasons the Trustees may require an owner to provide personal information including an identity number of:
 - (i) Any contractor or service provider who intends to gain entry to a section.
 - (ii) Failing compliance with 16(f), the Trustees shall be entitled to refuse entry to the building.
 - (iii) The Estate Manager / Supervisor (if there is one) or a Security Officer appointed by the Trustees shall be entitled to call upon any person to identify himself or herself and to refuse entry to the common property and any section to any person which is unable to reasonably identify himself or herself with the owners authorization to occupy the section, likewise the Trustees shall be entitled to take whatever steps they deem necessary to remove from a section or the common property any person whom they were entitled to deny entry aforesaid.
 - (iv) Owners and occupiers shall comply with the security requirements of Rule 16 regarding overnight visitors.
- (h) An owner or occupier who invites or authorises person to enter into the estate shall be liable for their family visitors and tenants and they ensure that all rules of the Association and the Body Corporate are properly adhered to. In addition, they must also ensure that such visitor(s) fully comply with all Estate safety and security procedures. The term visitor shall include persons visiting, sales persons or deliveries which a resident or owner may be expecting.
- (i) It shall be the responsibility of the owner or occupant residing in the section to contact the security control point at the entrance to the Estate and provide the full particulars of the visitor to the security and request a reference number for this information. This may be done telephonically or in person.
- (j) Where no such prior arrangements have been made for visitors to enter into the Estate, the security personnel shall attempt to contact the owner or occupier of the section. If such owner or occupier cannot be contacted the security personnel have been instructed not to allow such visitor entry until specific authorisation has been given.
- (k) Where no such arrangements have been made or the owner or occupant of the section cannot be contacted, it shall be incumbent upon the visitor and

not the security guard personnel to contact the owner or occupant of the section they wish to visit. Once the security personnel in the Estate have received specific authority for the visitor to enter into the Estate, such visitor shall be required to complete the "Visitors Access Control Log" clearly indicating the reason for the visit and the owner or occupant that a visitor is visiting. Where a delivery is made after normal hours, it shall be incumbent upon the owner or occupier residing in the section to collect such delivery from the access gate. Arrangements must be made for fast food deliveries to be collected at the access gate.

- (l) Visitors shall be required to proceed directly to the section they are visiting. Upon completion of their visit, visitors are required to proceed directly to their nearest access gate and leave the Estate. We would request that visitors respect the rights of others residing in the Estate and do not allow persons to randomly "sightsee" in the residential areas.

17.

ERADICATION OF PESTS

An owner shall keep the owner's section free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent, and their duly authorised agents or employees, to enter upon the section from time to time for the purpose of inspecting the section and taking such action as reasonably may be necessary to eradicate any such pests. The costs of inspection and eradication, replacement of any woodwork or other damaged material shall be borne by the owner of the section concerned.

18.

OCCUPANCY

- (a) An owner of a section, whether or not the owner personally occupies that section, shall at all times ensure that the number of persons who permanently reside in that section does not exceed number of persons permitted to reside in or occupy that section. A person who sleeps in a section shall be deemed to permanently reside in that section.
- (b) The maximum number of persons who may permanently reside in or occupy a section overnight is as follows:
- 2 persons per bachelor section
 - 3 persons per 1 (one) bedroom section
 - 4 persons per 2 (two) bedroom section

19.

LEVIES AND PENALTIES FOR THE LATE PAYMENT OF CONTRIBUTIONS

- (a) Levies are due and payable on or before the 1st (first) day of each month. The preferred manner of payment shall be by debit order.
- (b) Should a levy be paid after the due date, the Trustees or the managing agents may impose an administrative fee, the amount of which will be determined and be adjusted from time to time and which will be used to offset costs in recovering late payments. The administrative fee shall be in addition to any interest the Trustees may, in terms of Management Rule 31(6), charge on arrear amounts.
- (c) Should a levy be in arrears in excess of 30 (thirty) days, the managing agents or Trustees may hand over the defaulting owner to attorneys for collection, all costs of which will be solely for the defaulting owners' account.

20.

HOUSE RULES

- (a) The Trustees are authorised, if necessary, to prepare House Rules for the efficient control of the building which House Rules can be added to or amended by the Trustees from time to time.
- (b) Owners will be held legally responsible for their tenant's infringement of House Rules.

21.

LIFTS

- (a) Children under the age of 12 (twelve) years shall not use the lifts unless accompanied by an adult.
- (b) The Trustees in their discretion shall be entitled to impose a charge upon an owner or occupier for excessive use of a lift during building operations or movement of furniture, the intention being to compensate the Body Corporate for additional electricity charges and/or wear and tear. The Trustees shall also be entitled to deny the use of all lifts for the purposes of conveying building materials for any owner who refuses to comply with the conditions imposed by Trustees when approving building alterations.

22.

OBLIGATIONS WHEN SECTION LEFT VACANT

Owners or occupants who intend to leave their section vacant for more than 7 (seven) consecutive days are required to turn off the water supply at their stopcock.

23.

SLAUGHTERING OF ANIMALS

- (a) No slaughtering of animals for religious or cultural purposes shall be permitted on the common property.
- (b) The slaughtering of animals for religious or cultural purposes shall only be permitted within the confines of an owner's or occupier's Unit in exceptional circumstances and subject to certain reasonable conditions, namely:
 - (i) The owner or occupier must give the Trustees and the adjacent neighbours 7 (seven) days' notice of the ceremony. The notice must specify the following :
 - 1) The date and time of the slaughter;
 - 2) The type of animal to be slaughtered;
 - 3) The name and qualifications of the person who will be carrying out the slaughter;
 - 4) Confirming that the animal will be brought into the Unit immediately prior to the ritual slaughter and that the carcass will be removed immediately from the Unit after the slaughter.
 - (ii) The owner will obtain a permit required from local authority and must comply with all by-laws and present the permit to the Trustees 14 (fourteen) days prior to the date of the ceremony.

24.

NUISANCE

- (a) An owner or occupier or visitors or guests of any owner or occupier, shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of the common property, including an exclusive use area, or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or inconvenience to any other owner or occupier of a section, to the Estate Manager (if there is one) or staff of the Body Corporate or to any other person lawfully present. Owners and occupiers shall be responsible for the supervision of their children.
- (b) Owners and occupiers shall cause quietness to be maintained between 22h00 and 07h00 on all days and, in addition, between 14h00 and 16h00 on Saturdays, Sundays and Public Holidays in sections and on the common property, including exclusive use areas.
- (c) Motor hooters shall not be sounded on the common property.

- (d) Radios, musical instruments, record players and television receivers shall be used in such a manner as not to disturb owners or occupiers in adjoining sections.
- (e) An owner shall be required to keep his air conditioning unit in a good state of repair so as not to cause undue noise to adjacent sections, failing which the Trustees shall be entitled to have it repaired at the owner's cost
- (f) Building operations in a section or exclusive use area, including drilling, hammering, sawing and any other noise-creating repairs, whether carried out by the owner or a contractor, shall only be carried out between the hours of 08h00 and 16h00 but not over weekends and public holidays. All building operations shall be expeditiously completed.
- (g) It is of the utmost importance that an owner or occupier shall not cause or permit noise from a section to be heard in the section below. In particular, owners and occupiers shall ensure that the movement of furniture over tiled surfaces and wooden flooring, the footsteps of persons with hard sole shoes like contact with the surfaces do not result in noise being carried to bedrooms of the section below. In respect of such hard surfaces the Trustees shall be entitled to require owners and occupiers to fit pads on the feet of furniture to eliminate such noise.
- (h) Fireworks shall not be lit or discharged in any section, exclusive use area or on the common property.
- (i) No smoking is allowed in that part of the buildings comprising common property.
- (j) The revving of motor vehicles or engines of any kind is not permitted in the estate.
- (k) The setting off of crackers, rockets, flares and other types of fireworks, in any area within the estate is strictly prohibited. This rule shall be strictly imposed due the likelihood of fires within the protected common areas.
- (l) An owner or occupier wishing to hold parties in their section shall:
 - (i) ensure that their neighbours have been advised;
 - (ii) ensure that the security is supplied with a list of guests to be invited in order to facilitate access to the estate;
 - (iii) ensure that the neighbours are not affected by noise;
 - (iv) in terms of the municipal by-laws, parties are required to be toned down by 22h00 however cognisance must be taken of clause 25.2

25.

Levy Lock

- (a) The Owner, acknowledges that supply of electricity to an owner or occupier of a unit shall be on a pre-paid basis, notwithstanding that the Owner may have applied for the opening of an account with the local authority in his own name in respect of the supply of electricity.
- (b) The Owner shall be liable for all electricity charges for electricity consumed from the premises whilst the Owner is in occupation thereof. The Owner may purchase electricity tokens from the Body Corporate's duly appointed Utility Metering Company, in the manner as advised in writing from time to time.
- (c) Amounts received by the Body Corporate and/or their duly authorised Utility Metering Company in respect of the purchase of electricity tokens may be applied or utilised by the Body Corporate towards the reduction or payment of any amount which may be due and payable by the Owner to the Body Corporate in terms of the Conduct Rules.

26.

BODY CORPORATE STAFF

Owners and occupiers shall not give instructions to staff employed by the Body Corporate.

27.

EMERGENCY ACCESS

The Trustees may use reasonable force to gain access to a section for the purpose of an emergency.

28.

POWER TOOLS AND EQUIPMENT

- (a) The owner or occupier of any section shall not use or cause to permit to be used anywhere in the building (including his section) or on the common property (including his sole utilisation area) any hand or powered tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception or which create or cause any sound or noise or smells or fumes to which any other owners or occupiers may reasonably object.
- (b) No owner or occupier may store or permit to be stored any power tools and equipment and/or similar items, including work benches, work tables, in or on any part of the common property or exclusive use area.

- (c) No owner or occupier of any section shall practice or cause to be practiced in any part of the common property or exclusive use area, any hobby or activity to which other owners and occupiers may object.

29.

FIRE FIGHTING EQUIPMENT

- (a) The owner or occupier of any section shall not tamper with, abuse or use or cause or permit to be tampered with, abuse or use, any fire hose, reel or extinguisher in any manner or for any purpose other than as permitted or prescribed by the fire regulations of the relevant local authority or other relevant legislation.
- (b) Fire extinguishers, fire hoses or similar device anywhere in any section or anywhere on the common property shall not be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, garden or any other unauthorized purpose.

30.

BARBECUES/BRAAIS

The owner or occupier of any section shall not make fires or use barbecues or braais in a manner or at a time which causes inconvenience to the owner or occupant of any other section, or endanger the building or any part thereof or any property of any other person whatsoever.

31.

SPEEDING

The owner or occupier of any section shall use entrances and exits to the building and internal roads and passages in such manner as may be indicated by the Trustees from time to time and shall at all times drive his vehicle slowly, i.e. 10km/h, and with the utmost caution on the common property, and shall furthermore ensure that visitors do likewise.

32.

VEHICLES

- (a) A vehicle shall be deemed to include a motorcycle and a trailer.
- (b) An owner, occupier, contractor or visitor shall not park so as to leave unattended any vehicle upon the common property without the prior written consent in writing of the Trustees and shall not park a vehicle in an exclusive use parking bay or garage without due authority or entitlement. Notwithstanding the afore-going, the Trustees shall be entitled to designate parking areas for visitors, contractors and additional parking for owners and

occupiers including restricted periods and time limits.

- (c) The Trustees may cause to be wheel-clamped, removed or towed away, at the risk and expense of the owner or user of the vehicle, any vehicle, standing or abandoned or in any manner parked in breach of these rules without prejudice to the disciplinary proceeding and imposition of fines upon an owner referred to in these rules.
- (d) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and contractors, do not drip oil or brake fluid onto or in any other way deface the common property including an exclusive use area.
- (e) An owner or occupier shall not be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, including an exclusive use area or in a section.
- (f) No buzz bikes, bicycles, tricycles, roller skates, scooters or skate boards shall be used on the common property.
- (g) No persons shall sleep in any vehicle parked on the common property, including an exclusive use area or in any garage.
- (h) Save with the prior written consent of the Trustees and/or the Association, mobile campers, caravans and boats shall not be brought onto any portion of the common property, including an exclusive use area or garage.
- (i) Vehicles shall only be washed using a bucket and water from an owner's supply when water is individually metered. Fire hoses shall not be used.
- (j) The use of vehicles, including motorcycles, which create excessive noise or pollution, is prohibited.
- (k) Parents are to take full responsibility for their children within the greater Estate area. The Trustees and/or the Body Corporate shall not be liable for any accidents which might occur involving children within the Estate, and in the roads of the Estate. Children under the age of 12 (twelve) are to be supervised by an adult at all times.
- (l) Vehicles parking or entering the Estate are subject to the express condition that it is parked at the owner's risk and responsibility and no liability shall attach to the Association or the Body Corporate or its agents or any of the employees for any loss or damage of whatsoever nature which the Owner, or any person claiming through or under him, may suffer in consequence of this vehicle having been parked in the common property.
- (m) Motor vehicles and their visitors may only be parked in such areas as are

specifically demarcated for that purpose. Where parking areas are demarcated for visitors, such areas may only be used for visitors parking and under no circumstances may an owner or any member of any family residing in a section of the estate park their vehicles in such areas.

- (n) Vehicles may not travel at a speed in excess of 40kms (forty kilometres) per hour on any portion of the common property.
- (o) Owners shall ensure that their visitors park in the correct place and do not cause any obstruction to other owners in the estate.
- (p) Bicycles, motor cycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.
- (q) No truck, caravan, trailer, boat, or other heavy vehicle may park within the estate without the prior consent of the Trustees.
- (r) No owner or occupier shall be entitled to park any vehicle which is damaged or which is not roadworthy or that drips oil or brake fluid within the estate other than for short periods as may be approved by the Trustees and/or the Association, and with their prior written consent.
- (s) No owner or occupier may park any vehicles within or upon an area of the estate which has not been specifically indicated or approved by the Trustees and/or the Association for that purpose and in such a way that the flow of traffic or access to an egress from driveways are not obstructed or parks any vehicle in such a manner that the road verge landscape is or could be damaged.
- (t) No owner or occupier in the property shall drive or allow any vehicle to be driven within the estate by a person who is not licensed in terms of the relevant legislation to drive such vehicle.
- (u) No owner or occupant shall be entitled to drive any vehicles within the estate in any manner which creates a nuisance or is considered by the Trustees not to be in the interest of safety.

33.

REMOVALS AND DELIVERY OF FURNITURE

- (a) Owners and occupiers shall advise the Trustees or Estate Manager (if there is one) 7 (seven) days in advance of the intended day of the removal or delivery of furniture or any other heavy goods. Removal vans shall not impede the flow of traffic. Removals shall take place only between the hours of 07h00 and 17h00.
- (b) The Trustees shall be entitled to impose a weight restriction in respect of

vehicles permitted to travel on the roads of the Body Corporate.

34.

TRANSFER OF PROPERTY IN THE ESTATE

- (a) An owner of the section in the estate who wishes to sell or transfer his/her property shall be obliged to notify the Body Corporate and the Association using the forms provided by the Association and/or Trustees of his or her intention to sell or transfer such property at least 14 (fourteen) days prior to entering into any sale agreement. The owner shall clearly indicate the property in negotiations with whom he/she is giving a mandate for the sale.
- (b) Upon receipt of such application the Trustees and/or Association shall enter the application into the "Property Register" and issue the owner with a "Property Register Number" which shall pertain specifically to this sale. The owner shall be required to use an officially approved association sales document, when alienating or otherwise transferring his/her property in the estate. The "Association Property Sales Agreement" may be obtained from the managing agents at a cost of R100.00 (One Hundred Rand). The agreement shall clearly indicate the Property Register Number which has been allocated and shall include a copy of the Body Corporate and Association Conduct Rules.
- (c) On entering into an agreement to alienate or otherwise transfer his/her property in the estate, an owner shall be obliged to lodge signed copy of the agreement with the managing agents appointed by the Association within 7 (seven) days of signing such agreement.
- (d) Prior to transfer of the property the owner must have satisfactorily settled all his/her obligations and shall be required to lodge a deposit equal to 4 (four) months levies in order to cover levy payments during the transfer phase.

35.

COMMUNITY CENTRE

- (a) The Community buildings are for the recreational use of Residents and their guests only. Guidelines for the use and enjoyment of the facilities, all as published from time to time, must be strictly adhered to.
- (b) These facilities may be booked through the Trustees office for community social functions/events.
- (c) Under no circumstances may the community furniture be removed from the facility. It is the duty of whoever uses the facility to clear away all rubbish and stack away the cushions and chairs, and to leave the place in a clean and tidy condition.
- (d) The facilities may not be used by outsiders (unless as legitimate guests of an

Owner/Occupier) nor may they be used by anyone for political or religious gatherings. Where the facilities are requested to be used to provide a service to an Owner/Occupier but also for financial gain, then permission must be sought from the Trustees and the Association and a basic charge for the use of the facility will be required.

- (e) Children are not permitted to use the Community centre.
- (f) Radios and music players, if used around the facilities, should only be at very soft and muted volumes.
- (g) The use of the Community centre and pool must be done in such a way so as not to create an unreasonable nuisance or disturbance to those Residents living in close proximity.

36.

SWIMMING POOLS

- (a) The use of the swimming pools is solely at the risk of the user who shall indemnify the Trustees and/or the Association and all other Owners/Occupiers from any responsibility whatsoever in this regard.
- (b) Swimming will be allowed only between the hours of 06h30 and 21h00.
- (c) Pool furniture must not be removed from the facility.
- (d) No person shall use the pools in a manner so as to interfere unreasonably with the amenity of other users.
- (e) Pool cleaning equipment, pumps, piping, etc. may not be used or moved by an Owner/Occupier, and only the appointed persons (outside agents or Estate Staff) may operate the equipment. Bathers are required not to interfere with the cleaning mechanism, including the pool pump and motor.
- (f) Gates to the pools must be kept closed at all times and the fencing is not to be bent, destroyed or moved.
- (g) Surfboards, cold drink cans and glass or other hard objects of any sort are totally prohibited in the pools and any litter in and around the pools must be removed by the user.
- (h) No ball games within the swimming pool area or games with any other inflatable item which will interfere with other bathers will be permitted.
- (i) Restraint of behaviour. The swimming pool is to be enjoyed by all owners and occupiers of the Estate, therefore no unruly behaviour will be allowed.

- (j) Supervision of children by parents. Parents are responsible for the safety and conduct of their children in the pool enclosure.
- (k) No glass or dangerous objects to be brought into the pool enclosure

37.

OPEN SPACES (USE OF AND CONDUCT)

The use of any open space in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other persons or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.

38.

THE LIGHTING OF FIRES

The lighting of fires in any open space in the Estate is prohibited unless for the express purpose of braais at an authorised function or at an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose.

27.09.2019