



## **Conduct Rules**

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

**VERSION 1.0**

**August 2020**



Keswick  
 Conduct Rules  
 Version 1.0  
 August 2020

Signed and Approved

Keswick Body  
 Corporate Chairman

Date

**Table of Contents**

A APPLICABILITY .....3  
 B PURPOSE .....3  
 C DEFINITIONS .....4  
 D INTERPRETATION .....4  
 E DIRECTIVES .....5  
 F GUIDELINES .....5  
 1. LOSS, DAMAGE, OR INJURY .....6  
 2. DUTY OF UNIT OWNERS .....6  
 3. PATHWAYS, DRIVEWAYS AND PASSAGES .....7  
 4. ANIMALS, REPTILES, AND BIRDS .....7  
 5. REFUSE DISPOSAL .....8  
 6. VEHICLES .....9  
 7. BUSINESS PRACTICES AND ESTATE AGENTS .....10  
 8. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY .11  
 9. APPEARANCE FROM OUTSIDE, BALCONIES & PATIOS .....11  
 10. DOMESTIC WORKERS AND PRIVATE STAFF .....12  
 11. LITTERING .....12  
 12. LAUNDRY .....13  
 13. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS..13  
 14. EXCLUSIVE USE AREAS (TERRACES, YARDS AND GARDENS) .....13  
 15. GARDENS & COMMON PROPERTY AREAS .....13  
 16. LEASING OF UNITS .....14  
 17. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS .....15  
 18. ERADICATION OF PESTS .....17  
 19. INTERIOR OF UNITS .....18  
 20. POOL AREA .....18  
 21. NOISES AND / OR NUISANCE .....19  
 22. SECURITY, SAFETY AND RISK .....20  
 23. SEWERS AND WASTE PIPES .....22  
 24. COMPLAINTS .....22  
 25. RELAXATION OF RULES .....22  
 26. COMPENSATION FOR DAMAGES .....22  
 27. WRITTEN NOTICES .....23  
 28. CONTRAVENTION OF LAW, THESE RULES, THE MANAGEMENT RULES OR THE STA, STSMA .....23  
 29. IMPOSITION OF PENALTIES .....24  
 30. LEGAL COSTS AND OTHER COSTS .....26  
 31. PAYMENTS OF LEVIES AND OTHER CONTRAVENTIONS .....27  
 32. INDEMNITY .....27  
 33. SERVICE .....28  
 34. PROPRIETARY RIGHT TO CONDUCT RULES .....28

## A APPLICABILITY

---

- (1) The Conduct Rules, prescribed in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act no. 8 of 2011 and the provisions shall be binding on all owners, lessees, children, private staff members or any other occupants or visitors of sections and on the trustees and managing agent (if so contracted).
- (2) It shall be the duty and responsibility of an owner to ensure compliance with these Conduct Rules by the lessees or occupants of his or her section, including the employees, guests and family members of the owner, or of his or her lessees or of the occupants of his or her section.
- (3) Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule (2) above, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed. The owners concerned may further be held liable for damages, penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules. Damages, penalties (fines), legal costs and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules shall be deemed to be a contribution and may be added to the applicable owner's levy statement and shall bear interest, and shall be recovered as a contribution.
- (4) The trustees' decision regarding any matter with regards to these Rules shall be binding.

## B PURPOSE

---

- (1) These Conduct Rules must be reasonable and apply equally to all owners of units, and aims to promote the peaceful, harmonized and pleasant community of all owners and occupants, to ensure that good standards are maintained of the appearance of the buildings, structure and gardens and to prevent any behaviour that will harm the community or life-standards of the owners' or occupants' or that might have a negative influence on the value of buildings or facilities.
- (2) Certain process documents may be created by the trustees in respect of various processes (such as ingress and egress to the complex) and distributed / made available to residents and owners to assist with interpreting and understanding the processes.



## C DEFINITIONS

---

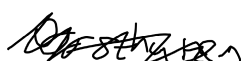
In the interpretation of these Rules, unless it appears otherwise from the context:

- (1) "Communal property" means all lawns, buildings, facilities, and grounds which does not form part of sections of occupants that also includes exclusive use area.
- (2) "Chief Ombud" means the Chief Ombud defined in Section 1 of the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- (3) "CSOSA" means the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- (4) "Exclusive use area" means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections.
- (5) "Owner" means the registered owner(s) of a unit and he shall be responsible for the members of his family, his staff, workers, guests, and his occupants.
- (6) "STA" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force thereunder;
- (7) "STSTMA" means the Sectional Titles Schemes Management Act, 2011 (Act 8 of 2011), as amended from time to time and any regulations promulgated thereunder;
- (8) "Board of Trustees" mean the trustees chosen in accordance with section 7 of the STSTMA.
- (9) "Trustees" also include an alternate trustee.
- (10) "Unit" means the section that is registered in the owners' name.

## D INTERPRETATION

---

- (1) The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- (2) Unless the context clearly indicates a contrary intention:
  - i. the singular shall include the plural and vice versa; and
  - ii. a reference to any one gender shall include the other gender; and
  - iii. a reference to natural person includes juristic person, trusts, and partnerships and vice versa.
- (3) Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words an expression in such Rule.
- (4) Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986, Sectional Titles Schemes Management Act, 8 of 2011 and the Community Schemes Ombud Service Act, 9 of 2011, shall in all Conduct Rules bear in meaning that has been assigned to them, unless inconsistent with the context.



- (5) When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- (6) Where numbers are express in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two

## E DIRECTIVES

---

- (1) The trustees may from time to time issue Directives in connection with any Conduct Rule.
- (2) The Directives shall not conflict with any Management or Conduct Rule.
- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide, and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorized to create further Conduct Rules through their issuing of Directives

## F GUIDELINES

---

- (1) The trustees may from time to time prepare and revise guidelines to control all aspects of the design and appearance of the building and structures on the premises, including any alteration or additions (structures) referred to in Conduct Rule 4. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of installation required to ensure uniformity of construction of structures referred to in Conduct Rule 4.
- (2) The Guidelines shall, by virtue of these Conduct Rules, be binding upon all owners, lessees, and occupants of sections upon the trustees.
- (3) The Guidelines can contain guidelines and specifications in connection with the layout of gardens on the property.
- (4) The garden policy as compiled from time to time by the Trustees can also be included in the Guidelines.
- (5) It is the responsibility of the registered owner to ensure that contact details are kept up to date to ensure notices, warnings, and other estate related matters are received.



# CONDUCT RULES

## SECTION 10(2)(b) OF THE SECTIONAL TITLES SCHEMES MANAGEMENT ACT 8 2011

### 1. LOSS, DAMAGE, OR INJURY

---

- (1) The Body Corporate, its trustees, staff or agents are not responsible for any loss, damage or injury that may be suffered or incurred within the individual units or the common areas by any unit owner or occupier and/or tenants and/or staff and/or visitors.
- (2) Owners/residents are not covered for contents in their units by the insurance policy taken out by the Body Corporate on the physical building and are therefore advised to take out suitable insurance cover for their household contents.

### 2. DUTY OF UNIT OWNERS

---

- (1) Owners or occupiers are obliged to advise the managing agent whether mortgage bonds are registered over their units and if so, the name of the financial institution / company which holds the bond.
- (2) Each owner or occupier is to advise the Trustees of any changes in the ownership/occupancy of his unit, the effective date of changes and to supply copies of the Conduct Rules and any other documentation reasonably required by the new tenant of a unit.
- (3) Owners or occupiers are requested to ensure that the consumption of alcohol is kept to a purely social level and is not to be sold on the premises.
- (4) Owners or occupiers are required to pay their monthly levies timeously, failing which, interest (as determined by the Trustees from time to time), shall be charged. Should the monthly levy not be paid by the 7th of the month, an arrears letter will be sent to the owner. If the levy is not paid by the 14th of the month, a letter of demand will be sent to the owner. If by the end of the month in which the levy is due, the amount still has not been paid, the duly appointed debt collection agent, will be instructed to institute legal proceedings at the expense of the owner.
- (5) All owners or occupants and other persons granted rights of occupancy by an owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary in any lease or any grant of rights of occupancy.

### 3. PATHWAYS, DRIVEWAYS AND PASSAGES


---

- (1) It is not permitted to ride bicycles, roller skates or skateboards, or play games of whatsoever nature on the paths, or on the driveways within the estate.
- (2) No bicycles, roller skates, skateboards or any other paraphernalia may be left on any part of the common property. Paths must always be kept clear. These areas shall not be used by the residents or their guests or their children for playing ball or any other games, or for picnics or "braai vleis" and the like.
- (3) Owners, residents, and/or their visitors may not congregate in parking bay areas.

### 4. ANIMALS, REPTILES, AND BIRDS

---

- (1) An owner or tenant of a section shall not, without the prior consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile, or bird in a section or on the common property.
- (2) When granting such approval, the trustees may prescribe any reasonable condition. The trustees may from time to time prescribe further conditions pertaining to the keeping of pets in sections.
- (3) The trustees may withdraw such approval in the event of any breach of any of the Conduct Rules or condition prescribed in terms of sub-rule (2). In such an event, the pet concerned must be removed from the Scheme.
- (4) No more than two (2) pets per unit are allowed.
- (5) All pets are to be sterilized.
- (6) A pet owner shall ensure that his pet is not the cause of disturbance at any time.
- (7) All dogs and cats must wear a collar with a tag, indicating the name and telephone number, and optionally the section of its owner.
- (8) Dogs shall be kept on a leash when on the common property.
- (9) Any excrement created by dogs on the common property shall immediately be cleared and removed by the owner, failure to do so will result in a fine.
- (10) Garden services reserve the right to not perform duties within a unit's garden if an excessive amount of excrement is present.
- (11) In suitable circumstances, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to the application, including such costs.
- (12) Upon the breach of, or non-compliance with, the provisions of this Rule, the relevant owner may become liable for a penalty or penalties imposed under [IMPOSITION OF PENALTIES](#).

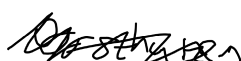


- (13) Pet noise complaints:
- (a) If pets cause any unreasonable noise disturbance to neighbouring occupants, the owner will receive three written warnings including the substantiating evidence implicating their animal in the disturbances.
  - (b) Subsequent to rule (a) above, the trustees reserve the right to revoke permission to house the pet, thereafter, the owner will be requested to remove their animal permanently from the property within one month of the written notice to do so.
- (14) Every effort should be made by owners and service providers to ensure that dogs do not escape from units when entering or exiting said units.

## 5. REFUSE DISPOSAL

---

- (1) An owner, lessee or occupier of a sectional shall:
- (a) maintain in a hygienic and dry condition, a receptacle for refuse within their section, their exclusive use area or on such part of the common property as may be authorized by the trustees in writing;
  - (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
  - (c) for the purpose of having the refuse collected, place refuse bags within the refuse area in the bins provided;
  - (d) flatten cardboard boxes and place neatly in the corner of the refuse area;
  - (e) upon collection of the refuse, promptly return such receptacle to his section or other area referred to in paragraph (a).
- (2) It is strictly forbidden for bins to be removed from the refuse area for personal use.
- (3) Garden services may, collect refuse from the exterior of a unit on the morning of refuse collection (at the time of writing, every Thursday) upon meeting the following conditions:
- (a) Refuse bags are to be placed inside a suitable bin with your unit number clearly and neatly visible on the bin;
  - (b) Receptacles are placed outside only on the morning of refuse collection
    - i. Those found to be leaving refuse out overnight and in breach of this regulation will follow the process documented in section [30.IMPOSITION OF PENALTIES](#)
  - (c) It is recorded expressly, that this service is a privilege and not a right and may be withdrawn at any time at the discretion of the Trustees.
- (4) No building material may be disposed of in the refuse area and any contravention to this rule will attract a fine, the amount of which, will be determined by the Trustees. Any



building material must be disposed of off-premises at the owner's cost in a designated dumping facility.

- (5) Clear refuse bags can be collected at the guard house for recycling materials. These bags should be left outside the bins in the bin area.

## 6. VEHICLES

---

- (1) Owners and Occupiers shall adhere to the speed limit and shall keep proper lookout for other Motor Vehicles and pedestrians when driving their Motor Vehicles on the Common Property. Motor Vehicles may not travel at speeds more than 15 kilometres per hour on any part of the Common Property.
- (2) All vehicles must be registered on the Keswick Vehicle Register when completing the Biometric Security Control process.
- (3) Units with car ports are permitted to keep a maximum of two vehicles on the property.
- (4) Units with dedicated driveways may keep vehicles both in their driveways and in their garages within reason.
- (5) Vehicles of residents to be parked in their designated exclusive use parking bays, and visitors may only park on such areas as are specifically demarcated for that purpose. If visitors' parking is full, visitors will be requested to park on the street outside the complex (Mungai Road) and do so at their own risk.
- (6) Vehicles of residents shall always be parked in carports in such manner as to leave manoeuvring space for access to neighbouring carports.
- (7) Residents are responsible to ensure that their visitors park in the correct place, and do not cause any obstruction either in relation to carports, or otherwise.
- (8) No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing first having been obtained.
- (9) The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing, or abandoned on the common property without the trustees' consent.
- (10) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil, brake fluid, or any other substance on to the common property or in any other way deface the common property. Owners shall be responsible for any costs incurred by the body corporate in remedying any such damage.
- (11) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.



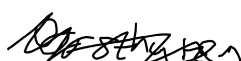
- (12) Owners and tenants of a section will operate their vehicle, and the vehicles of their visitors and guests, with the utmost care within Keswick, and vehicles producing excessive noise will be prohibited from entering Keswick.
- (13) No caravans, motorboats, trailers, or any other watercraft may be parked on the common property without the prior written consent of the trustees.
- (14) No vehicles shall be parked on the driveways outside or inside the complex, or on the pavement, to block entrances or passages to either motor vehicles or pedestrians.

## 7. BUSINESS PRACTICES AND ESTATE AGENTS

---

### (1) Signs and Notices

- (a) No owner or occupier of a unit shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or a unit, so as to be visible from outside the unit, without written consent of the trustees first having been obtained and as regulated by the council by-laws.
  - (b) A limited number of Estate Agent Boards will be permitted outside and within the complex in respect of units For Sale or To Let.
    - i. One board per Agent per unit may be displayed at the gate of the Complex. This board must be placed so as not to obscure the view of any traffic. It must always be kept neat and tidy.
    - ii. One board per Agent per unit limited to two Agents per unit may be placed outside the unit on show days only.
    - iii. All boards must be standard Estate Agent Board size and must always be in good condition.
    - iv. Advertising boards may be displayed on show days only and must be removed at the end of the show day before sunset.
  - (c) The Board of Trustees or a nominated representative of the Board of Trustees, reserve the right to confiscate and / or destroy boards that do not conform to any of the above regulations
- (2) No owner or occupier of a unit may conduct any trade, profession, or business whatsoever for profit or otherwise from the unit without the prior written consent of the trustees.
  - (3) No auction, jumble sale or the like may be held in or on the property without the prior written consent of the Board of Trustees.
  - (4) Hawkers will not be allowed into the Complex at any time.
  - (5) An owner shall not use his unit or allow his unit to be used for any purpose that is injurious to the reputation of the Complex.



## 8. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

---

- (1) An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or deface, or alter any part of the common property without first obtaining the written consent of the trustees.
- (2) Notwithstanding sub-rule (1), owner or person authorized by him, may install-
  - (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
  - (b) any screen or other device to prevent the entry of animals or insects.provided that the trustees have first approved in writing the nature and design of the devices and the manner of its installation.
- (3) Dragging of furniture in the walkways, stairs and along other surfaces of the common property causes extensive damage. Items must either be carried or moved on a suitable conveyance.
- (4) Parking bay areas must be kept neat and clean. The Trustees must immediately be notified of sightings of vermin and/or insects, pests as well as weeds throughout the paving.
- (5) Should any damage of whatsoever nature be caused to the common property by an owner, tenant, visitors, servants, family member or pets, the owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.
- (6) Notwithstanding that the geysers are the responsibility of the owner to repair and maintain, they constitute common property and are included in the Insurance Policy Schedule of the Body Corporate. If a geyser bursts, the replacement or repair is subject to reimbursement by the body corporate, less the excess payable by the unit owner. Repairs / replacements are to be conducted by accredited plumbers approved by the Body Corporate.
- (7) Tampering with post boxes, name plates, signage, plants, or fixtures is strictly prohibited.

## 9. APPEARANCE FROM OUTSIDE, BALCONIES & PATIOS

---

- (1) The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) No protruding air-conditioners, radio / television aerials or antennas may be installed without prior written permission of the trustees.



- (3) No awnings are to be installed either of a temporary or permanent nature without prior written approval of the Board of Trustees. Each request for approval of awnings will be dealt with on a case by case basis and is the sole responsibility of the owner / occupier.
- (4) No washing lines to be installed either of a temporary or permanent nature without prior written approval of the trustees.
- (5) Washing may not be hung over balconies or in windows or on any part of the property visible to other units or from outside the property. In this regard, washing may be hung on approved retractable washing lines but must be removed by 16h00 on any day.
- (6) No permanent physical structure or object may be visible or protrude from the exterior building.
- (7) Cleaning of balconies or patios to be done by mop or squeegee to prevent excess chemical and water overflow onto units below.
- (8) No object or refuse of any nature may be thrown from balconies.
- (9) Only garden furniture or plants may be kept on balconies and patios.
- (10) Balconies and patios may not be used as storage space.

## 10. DOMESTIC WORKERS AND PRIVATE STAFF

---

- (1) It is expressly noted that private staff under permanent or temporary employment by a unit within Keswick remain the responsibility of the employer.
- (2) Domestic and other staff working at Keswick are subject to these Rules and may not cause a nuisance.
- (3) All staff must be registered with the Trustees. Names and identity numbers/passport numbers must be supplied.
- (4) Residents must ensure that their staff are not unduly rowdy at any time and that they understand and comply with the Conduct Rules.
- (5) The board of trustees reserves the right to take steps to refuse access of any employee of a resident or owner of a unit in the complex.

## 11. LITTERING

---

- (1) An owner or occupier of a section shall not deposit, throw, or permit or allow be depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

*[Handwritten signature]*

## 12. LAUNDRY

---

- (1) An owner or occupant of a section shall not be allowed to erect any additional washing lines. The washing line, as erected by the developer is the only allowed place and washing line.
- (2) No owner or occupant shall hang any washing or laundry or any other items on any part of the building or the common property to be visible from outside of the building or from any other section.
- (3) The hanging of laundry will be at the owners' or occupants' risk.

## 13. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

---

- (1) 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.

## 14. EXCLUSIVE USE AREAS (TERRACES, YARDS AND GARDENS)

---

- (1) No sheds, Zozo huts, jungle gyms, boats, caravans, vehicle relics are to be erected or stored any time without the approval of the trustees having first been obtained in writing.
- (2) Braais must always be held with due consideration to neighbours and are prohibited in units that do not have exclusive use gardens as well as on the common property except where facilities have been provided.
- (3) Matches and lighters should be handled with care and kept out of the reach of children.
- (4) It is strictly prohibited to throw cigarette stubs out of windows or over balconies.
- (5) All flammable materials must be kept in a safe place.
- (6) Exclusive use areas are to always be kept in a tidy hygienic condition

## 15. GARDENS & COMMON PROPERTY AREAS

---

- (1) Shrubs and trees in the common property gardens may not be cut down. A request can be sent to the Board of Trustees to trim / prune items that intrude into unit's gardens.

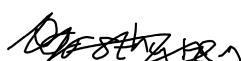
*[Handwritten signature]*

- (2) Flowers in the common property gardens (the area outside exclusive use gardens) may not be picked.
- (3) Residents are requested to only plant on the common property (the area outside exclusive use gardens) after consulting with the Board of Trustees. All gardening will be done in line with the Environmental Management Plan that may be drafted by the trustees from time to time. Offers of plants, seeds, and assistance with caring for our gardens will be much appreciated.
- (4) The planting of indigenous flora is encouraged, and residents are requested to plan and plant their gardens in accordance with the overall environmental management attitude of the Complex.
- (5) Garden services are available to provide services according to the planned schedule. Garden services include cutting of grass, trimming of edges, as well as raking on grass areas. Any additional services are not covered by the contractual arrangement and are the responsibility of the owner / tenant.

## 16. LEASING OF UNITS

---

- (1) Letting of Units:
  - (a) Should any owner who is lawfully able to do so, wish to let or lease his unit or allow any change in the occupation thereof, he shall prior to doing so, be obliged as a condition precedent thereto, advise the Managing Agent of his intention to lease his flat. The owner will remain responsible for the payment of levies in advance.
- (2) The owner of a unit is responsible for the behaviour of his tenant. It is the owner's duty to ensure that the tenant is advised of and abides by the Conduct Rules.
- (3) Under no circumstances may units be let out for less than one (1) month
  - (a) AirBNB and any form of short-term rentals are strictly prohibited
- (4) The following clauses must be included in all leases
  - (a) "It is recorded that the premises is a unit in a Sectional Title Scheme and that the buildings and land are controlled, managed and administered subject to the provisions of the Sectional Titles Act, and the Sectional Titles Schemes Management Act, by means of the rules for the control, management administration, use and employment of units and the common property. It is accordingly agreed that:
    - I. Notwithstanding the provision/description contained within the lease, 'the premises' shall mean the residence consisting of the relevant unit number and its undivided share in the common property as shown and



more fully described on a Sectional Title Plan No of the Body Corporate known as Keswick.

- II. Without prejudice to the provisions of the lease, the Lessee's right of use and enjoyment of the premises are subject to the provisions of the Sectional Titles Act and the Sectional Titles Schemes Management Act, as amended, the regulations promulgated thereunder and the Conduct Rules. The breach of any provision of any one of these shall, in addition, constitute a breach of Lease.

(b) Any Trustee or person appointed by the Board of Trustees may at the request of the Board of Trustees be permitted to investigate the validity of any alleged breach of the Conduct Rules."

- (5) The Managing Agent and Body Corporate must be advised of who the Lessee is as well as the names of the person (s) living on a permanent basis in the unit.
- (6) In the event of extreme circumstances as determined by the Trustees, the period to vacate the premises may be shortened at the discretion of the Trustees to any period less than 1 (one) calendar month.

## 17. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

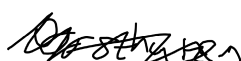
---

- (1) An owner shall not allow his unit to be occupied on a permanent basis and / or for a lease duration by more than the following number of persons:

One bedroom	Two Persons
Two bedrooms	Four Persons
Three bedrooms	Six Persons

- (2) Units with dedicated driveways may keep vehicles both in their driveways and in their garages within reason.
- (3) Units with car ports may keep a maximum of 2 vehicles.
- (4) All tenants of Sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- (5) Owners shall ensure that these Rules and the conditions contained in the other documents are incorporated into their lease agreements as an annexure thereto and as a term of the contract, including that the breach of these Rules shall automatically constitute a breach of the lease agreement, and will entitle the owner and/or lessor to terminate the lease agreement by written notice to that effect to the tenant.

- (6) An owner or tenant, who lets, sub-lets, or otherwise grants occupation of a Section, whether gratuitously or not and irrespective of the lease period, shall comply with the following provisions and shall ensure compliance thereto by his letting agent:
- (a) A written lease agreement must be concluded with the tenant;
  - (b) Copies of the Conduct Rules and the other documents must be attached to and be incorporated into the lease agreement as a provision of the lease agreement;
  - (c) The following provisions must be incorporated into the lease agreement:
    - i. The tenant hereby acknowledges that Keswick Sectional Title Scheme is a residential scheme and that he and the occupiers of the unit will be bound by the provisions of the Conduct Rules of Keswick Body Corporate.
    - ii. The tenant further acknowledges that the Trustees have the power to impose penalties in respect of contraventions of the Conduct Rules and that other remedies are available to the Body Corporate in terms of the Conduct Rules.
    - iii. The tenant hereby agrees that a breach of the Conduct Rules will automatically constitute a breach of the lease agreement and will entitle the Owner and/or lessor to terminate the lease agreement by written notice to that effect to the tenant. The tenant further acknowledges that the Owner and/or lessor shall be entitled to terminate the lease agreement by written notice to that effect to the tenant, upon receipt of a written notice by the Trustees requiring such termination, provided that the decision and request of the Trustees must be reasonable in the circumstances.
  - (d) Copies of the Conduct Rules must be placed inside the leased Section at a prominent position.
  - (e) No Owner or tenant or his letting agent may give occupation of the Section to any person until all the provisions of sub-rules (a) to (d) above have been complied with.
  - (f) A copy of the lease agreement must be submitted to the Trustees or the managing agent upon their request.
- (7) Owner/s shall ensure that no tenant/s or other Occupier is allowed occupancy of a Section unless such tenant/s has been approved by the Body Corporate / Trustees. The proposed tenants will be required to complete an application form provided by the Body Corporate / Trustees and to submit a copy of his/her identity document and/or passport.



- (8) Owners shall ensure that their Agents comply with the provisions of these Rules, failing which they will be precluded from letting out apartments in the Scheme.
- (9) Offending Agents and tenants will be blacklisted by the Body Corporate and their details will be circulated to all Letting Agents and Security to ensure that offenders cannot return or conclude further leases in respect of Sections in the Scheme.
- (10) Whilst the Scheme is residential in nature, with specific requirements and attributes and subject to specific rules and provisions, and Owners are prohibited from using their Sections or Exclusive Use Areas in a manner or for such purpose as shall cause a nuisance to any Occupier of a Section, the Body Corporate recognizes the need of its members to have assistance from competent and informed Agents. For this purpose, the Body Corporate / Trustees are authorized to formulate a policy for the accreditation of Agents in respect of the Scheme and to introduce accreditation procedures for Agents and to grant accreditation to Agents who comply with their requirements.
- (11) An Owner or tenant shall only appoint an Agent, accredited by the Body Corporate / Trustees, to secure a prospective tenant of his unit.
- (12) Notwithstanding anything to the contrary contained herein, an Owner of an Exclusive Use Area shall only be entitled to rent out such Exclusive Use Area to an Owner or Occupier of a Section in the Scheme or to the Body Corporate.

## 18. ERADICATION OF PESTS

---

- (1) An owner shall keep his 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 authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

*[Handwritten signature]*

## 19. INTERIOR OF UNITS

---

- (1) No structural alterations may be made to the interior of units without the prior written consent of the Board of Trustees. In this regard, a structural engineer's certificate, confirming that the structural integrity of the building will not be prejudiced must be submitted to the trustees.
- (2) An owner / resident may not affect any alterations or additions to the electrical installation or conduits, the water connections or the plumbing installation, nor any structural alterations whatsoever to his/her unit, save with the prior written consent of the trustees under signature of the Chairman and then only on the terms and conditions stipulated in such consent.
- (3) Damage occurring to fittings within unit, i.e. Windows, carpets, kitchen cupboards, furniture etc, must be covered by the homeowner's insurance. Damage caused to the exterior of the unit through storm, fire or break-in may be covered by the Complex insurance policy subject to payment of the initial excess, as in a normal homeowner's policy.
- (4) Interior repairs and maintenance are the responsibility of the owner of that unit and neither the Trustees, nor the Managing Agent, nor any employee of the Body Corporate are to be requested to attend to such matters.

## 20. POOL AREA

---

- (1) Access to this area shall always be restricted to Keswick residents and their visitors only.
- (2) Children under the age of 16 must always be accompanied by an adult.
- (3) No radios, music or noise of any nature will be permitted at any time of the day or night.
- (4) No glass bottles, ceramic plates, or any other brittle objects are permitted to be consumed inside or around the pool to prevent breakages and shards of glass from falling into the pool.
- (5) No animals are allowed in the pool area.
- (6) Neither the Board of Trustees, nor the Body Corporate, nor their employees nor their agents shall be held responsible for any damage, loss or injury of any nature howsoever caused within the pool area.
- (7) Owners/residents/visitors may not tamper with nor may they remove, or in any manner interfere with the pool equipment and/or chemicals at any time. (This includes but is not limited to the automated pool cleaner, filter, vacuum pump, pipes, lights, and chemicals). This remains the sole responsibility of the Board of Trustees.
- (8) The Board of Trustees reserve the right to refuse or discontinue access to the pool area, should any of the above-mentioned rules be disregarded or contravened.



## 21. NOISES AND / OR NUISANCE

---

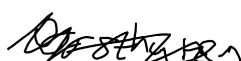
- (1) It is recorded, expressly, that owners, tenants, or residents within Keswick have made a conscious decision to live in a townhouse / complex environment and agree to be considerate to their neighbours.
- (2) No noise that is excessive, in the discretion of the trustees, may be created at any time in a section or on the common property.
- (3) Tolerable noise levels shall be allowed from Monday to Thursday from 08h00 until 22h00, Friday and Saturday from 09h00 until 24h00, and until 24h00 on any day preceding a recognised South African public holiday.
- (4) After 22h00 on Saturdays and days preceding South African public holidays, noise levels should be reasonably reduced, whilst quietness should be maintained in sections and on the common property between the hours 24h00 and 08h00.
- (5) It therefore follows that absolute quiet must be maintained as follows
  - (a) Weekdays and all evenings before a weekday: 22h00 – 08h00
  - (b) Friday, Saturday, and days before public holidays: 00h00 – 09h00
- (6) All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable and considerate to neighbours.
- (7) The horns of motor vehicles may not be sounded at any time on the common property, or at the entrance or exit gates, except as a warning of imminent danger or in the case of an emergency.
- (8) No explosives, crackers, fireworks, or items of similar nature may at any time be exploded, lit, or operated in section or any part of the common property.
- (9) No firearms may be discharged in a section or any part of the common property, except under such circumstances, which would reasonably justify the use of a firearm for self-defence and related purposes.
- (10) The use of power tools, hammering, cutting and other noise generating equipment shall not be permitted after 16h00 on weekdays, and before 10h00 and after 14h00 on Saturdays, and not at all on Sundays and South African Public Holidays.
- (11) No owner, lessee or occupant may permit anything to be done in his or her section, exclusive area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupants of the buildings, or permit or cause any disturbance or allow his or her children or visitors of their children to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupants.



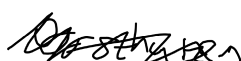
## 22. SECURITY, SAFETY AND RISK

---

- (1) Owners, lessees, and occupants of sections must at all-times ensure that the security and safety of other occupants and their property are preserved, and must:
- (a) Handle their access controls responsibly and must report any loss of an access control to the trustees.
  - (b) Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed.
  - (c) Ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons.
  - (d) Comply with any security measures and Directives imposed from time to time by the trustees.
  - (e) Comply with the ingress and egress requirements as stipulated below:
    - i. All owners are to have their details captured on the biometrics system document for record keeping purposes, this includes contact details as well as registration numbers of vehicles;
    - ii. Only owners and residents (i.e. tenants) within the complex will be granted access to the biometrics system;
    - iii. At the discretion of the trustees, access cards may be issued to residents, however this will not be done unless there are extenuating circumstances;
    - iv. Tailgating a resident either entering or exiting the complex will be subject to an immediate fine of R1,000.00 imposed on the offending unit, CCTV evidence of this will be attached in this regard.
- (2) Security Conduct:
- (a) Residents are obliged to cooperate with any request and abide by any rules laid down by the Board of Trustees regarding security in the complex.
  - (b) No person shall be permitted to enter the complex without first identifying themselves via the intercom system. No visitor to Keswick shall be permitted access to the complex unless and until the intercom system has been utilized to request entry. Under no circumstances may a guest use only their cell phone, instead of the official intercom system, to gain access.
  - (c) All residents must acquaint their staff and children with all Conduct Rules.
  - (d) Abuse of the guards of a physical and / or verbal nature, for whatever reason, is entirely unacceptable conduct. Abuse of the guards by a visitor shall be regarded as an offence on the guards by the owner of the unit that is being visited.



- (e) Those owners living on the perimeter of the complex are to ensure that all foliage is cut back regularly so that in the event of a storm nothing brushes against the electrical fence activating the alarm. This can be reported to the trustees or garden services directly for action.
- (3) All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the body corporate of whatsoever nature arising neither from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The body corporate, its trustees, staff and/or its agents shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's trustees, employees, agents or contractors.
- (4) The body corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter, or any other property.
- (5) Electric Supply:
- (a) Under no circumstances may residents tamper with or have work done on the electrical installation that serves the common property. Any electrical faults detected on the common property must be reported to the Board of Trustees.
- (6) Electrical and Gas Apparatus in Units:
- (a) Electrical appliances, including but not limited to fans, heaters, stoves, kettles, and lights must be checked regularly and maintained by the owner/resident and when necessary, be repaired by a registered technician.
- (b) Appliances should be used under supervision and not left on unnecessarily. After switching off at the sockets, plugs should be pulled out where possible when not in use. All plumbing and electrical work shall only be affected by a qualified and where applicable, licensed, or registered technician.
- (7) Fire Extinguishers and Hoses
- (a) The use of fire hydrants to wash cars is not permitted under any circumstances. Hose reels have been installed to deal with fire emergencies. Abuse of this equipment is not only inconsiderate but against council by-laws and therefore illegal
- (b) Any instance of this will be reported directly to the South African Police Service without a warning being issued.



(8) Stormwater Attenuation Area:

(a) The storm water attenuation area is strictly out of bounds for any person unless authorised by the trustees and will only be permitted to allow for maintenance of the area.

(b) The Body Corporate, the Trustees or their Agents will not be held responsible for any injuries or losses that may be suffered or incurred within the storm water attenuation area or any other part of the common property by children of any unit owner or occupier and/or tenants and/or staff and/or visitors.

## 23. SEWERS AND WASTE PIPES

---

(1) Any blockage in sewers and waste pipes which serve one unit only, i.e. within or between a unit and pipes which serve other units is the responsibility of the owner of the unit concerned and the cost of clearing the blockage will be for the account of such owner. Foreign objects including but not limited to nappies, newspapers, sanitary towels, and toys should not be flushed down toilets.

(2) Regarding the above, the trustees may, if deemed fit, penalize transgressors if the above are not complied with.

## 24. COMPLAINTS

---

(1) All complaints, requests, suggestions, and disputes must be in writing and be addressed to the trustees by approved electronic communications and be submitted to them. If a dispute cannot be resolved, the dispute may be referred for a dispute resolution, to the Chief Ombud.

## 25. RELAXATION OF RULES

---

(1) No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent or prevent their enforcement by the trustees at any time.

## 26. COMPENSATION FOR DAMAGES

---

(1) If an Owner or Occupier or any invitee of an Owner or Occupier causes damage to the Common Property, the Owner shall be liable to the Body Corporate for the damage caused and for the costs of repairs.

## 27. WRITTEN NOTICES

---

- (1) A notice in terms of These Rules must be in such format as the Trustees may from time to time prescribe, which include but not limited to written, printed or electronic matter that provides information or evidence or that serves as an official record, and that binds the Body Corporate.
- (2) A notice will be regarded as having been delivered, if:
  - (a) delivered to the Owner by hand, in which event it shall be regarded as having been received on the date of delivery, or;
  - (b) delivered by registered post to the Owner to his domicilium citandi et executandi, in which event it shall be regarded as having been received on the 4th day after the date of posting, or;
  - (c) delivered by e-mail to the Owner, in which event it shall be regarded as having been received on the date of transmittal.
    - i. It is the responsibility of owners to ensure that the email address on record for communications is correct, accurate and up to date.

## 28. CONTRAVENTION OF LAW, THESE RULES, THE MANAGEMENT RULES OR THE STA, STSMA

---

- (1) If an Owner or Occupier or the Invitees of an Owner or Occupier contravene/s these Rules, the Management Rules, the STA or the STSMA, the Trustees shall be entitled, without prejudice to the other rights or remedies which the Body Corporate may have in law, or in terms of the STA or the STSMA, any other act, the Management Rules or these Rules, including to claim compensation for damages, to:
  - (a) enter the Section, Exclusive Use Area and/or the Common Property to take such action as may be reasonably required to remedy the contravention and hold the Owner of the Section liable for the costs incurred in this regard; and/or
  - (b) bring a court application for a suitable order; and/or
  - (c) institute arbitration proceedings; and/or
  - (d) apply to the applicable Chief Ombud for a suitable order; and/or
  - (e) institute mediation proceedings or expert intervention; and/or
  - (f) impose a penalty on the Owner of the Section in terms of Conduct Rule 30.
- (2) Aforesaid provisions may, where applicable, also be applied to Occupiers of Sections.
- (3) If, as a result of a breach by an owner of these Rules or any other obligation(s) to the Body Corporate, the Body Corporate or its elected Trustees instruct an Attorney to initiate Court proceedings against the defaulting owner, such owner shall be liable for



all costs and charges of whatsoever nature, incurred by the Body Corporate, on an Attorney and Client scale, as a result of such proceedings.

- (4) Residents shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation, statutory regulation or the conditions of any licence relating to or affecting the occupation of the Complex or the carrying on of business in the Complex or the conditions of title applicable to his/her unit or any other unit.
- (5) The Trustees of the Body Corporate shall be enjoined to apply the Conduct Rules consistently and dispassionately. However, the Trustees may exercise their collective discretion in applying these Rules, if it would be reasonable, fair, and just to do so.

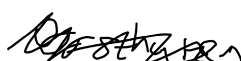
## 29. IMPOSITION OF PENALTIES

---

- (1) If the conduct of an Owner or Occupier or the Invitees of an Owner or Occupier constitute/s a nuisance in the opinion of the Trustees, or a contravention of a provision of the STA, STSMA, the Management Rules or these Rules, the Trustees may, without prejudice of the other rights or remedies available in terms of these Rules:
  - (a) By written notice inform the Owner of the Section of the nuisance or contravention and warn the Owner that if he, or the Occupier fail/s to remedy the contravention and/or if he or they persist/s in such conduct or contravention, a penalty will be imposed on the Owner of the Section; and
  - (b) If notwithstanding the 7 (SEVEN) days' written notice given by the Trustees in terms of sub-rule (1)(a), the Owner or the Occupier of the Section fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the Owner of the Section, which notice shall state the reasons for the imposition of the penalty; or
- (2) The penalty imposed under sub-rule (1)(b) above, shall become due on the date of the written notice and must be paid within 30 (THIRTY) days of the date of the written notice. Should the penalty remain unpaid it may be added to the Owner's levy statement and may be recovered from the Owner of the Section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- (3) The Trustees shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the Trustees at a general meeting.
- (4) A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention



- continues and shall be liable for a penalty in respect of each such separate contravention.
- (5) An Owner may within 30 (THIRTY) days of the date of the written notice in terms of sub-rule (1)(b) submit an objection, with a motivation, against the penalty imposed, to the Trustees.
  - (6) Upon receipt of the objection, the Trustees may:
    - (a) Withdraw or reduce the penalty; or
    - (b) Schedule a Trustees' meeting (hearing) for the purpose of considering the objection and invite the Owner/transgressor to attend the meeting, and/or to be represented at the meeting.
  - (7) At the Trustees' meeting (hearing) referred to in sub-rule (6)(b) above, the Owner/transgressor and/or his representative shall have the right to:
    - (a) Present his case;
    - (b) Present any evidence, including the calling of witnesses, to substantiate his case;
    - (c) Cross-examine any person called as witness in support of the charge;
    - (d) Have access to documents produced in evidence; and
    - (e) Produce mitigating factors.
  - (8) The failure of the Owner charged or his representative to attend the Trustees' meeting referred to in sub-rule (6)(b) shall not render the proceedings at the meeting void. Should the Owner/transgressor or his representative not attend the Trustees' meeting without providing a reasonable request for postponement, the Trustees may, in their sole discretion, continue with the Trustees' meeting and consider the objection in the absence of the Owner/transgressor.
  - (9) Upon the conclusion of the Trustees' meeting, the Trustees shall deliberate the evidence and if so resolved, they may:
    - (a) Uphold the penalty; or
    - (b) Withdraw or reduce the penalty.
  - (10) Should the Owner not agree with the decision of the Trustees in terms of sub-rule (9) the Owner may request, without prejudice of the other rights or remedies which may be available in terms of the STSMA or the rules or in law:
    - (a) that the Trustees refer the matter to a general meeting of the members for their decision, without prejudice to any other rights or remedies, which the Owner may have in law, or in terms of the STSMA or the Management Rules, and/or
    - (b) that the matter be referred to CSOS.
  - (11) Penalties will be allocated on the following grounds:
    - (a) First Offence:



The Trustees shall cause a representative of the Managing Agent to contact the owner of the unit in question and provide a first warning. This first warning shall be provided in writing.

(b) Second Offence:

The Trustees shall cause a representative of the Managing Agent to contact the owner of the unit in question and provide a written indication of the fact that fine in accordance with **Annexure A: Schedule of Fines** has been imposed automatically against the unit, with reference to the clause that has been breached.

(c) In the event that a further, and/or subsequent offence is committed by residents of the same unit after the imposition of the initial fine (on commission of a third offence): the Trustees shall cause a representative of the Managing Agent to contact the owner of the unit in question and provide a written indication of the fact that a Repeated Offense fine, in accordance with **Annexure A: Schedule of Fines**, has been imposed automatically against the unit. In appropriate circumstances, the Body Corporate shall be required to institute legal proceedings against repeat offenders against the same rule(s) of the Conduct Rules.

(12) The Trustees of the Body Corporate shall be enjoined to apply the Conduct Rules consistently and dispassionately. However, the Trustees may exercise their collective discretion in applying these rules, if it would be reasonable, fair, and just to do so.

(13) The provisions of [IMPOSITION OF PENALTIES](#) need to be applied rigidly and may be deviated from in the event if this would be in the best interests of equity and fairness.

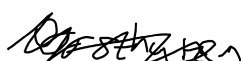
(a) For example, in the event that a particular transgression of the Conduct Rules is regarded by the Board of Trustees, in its sole discretion, as being of a sufficiently serious nature, the Board shall be entitled to escalate the level of sanction that is imposed against the transgressor, in terms of [IMPOSITION OF PENALTIES](#).

## 30. LEGAL COSTS AND OTHER COSTS

---

(1) An Owner shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Body Corporate in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such Owner to the Body Corporate in terms of These Rules, or in enforcing compliance with These Rules.

(2) Any costs incurred by the Trustees in terms of These Rules, shall be regarded as a levy and may be added to the levy account of the specific Owner, who was/is liable for



the costs in terms of the rules, and may be recovered from the Owner as a levy debt, with interest at the rate applicable to arrear levies.

## 31. PAYMENTS OF LEVIES AND OTHER CONTRAVENTIONS

---

- (1) A statement of account, in respect of the monthly levy and all amenities including but not limited to water, electricity and special levies, shall be communicated to each member on or before the 25th day of each month.
- (2) Owners are responsible for the payment of their monthly levy, additional costs, or additional administration costs monthly in advance, by the first calendar day of each month.
  - (a) If the first calendar day falls on a weekend or a public holiday, the account shall be due and payable on the next working day of that next month.
- (3) Should any owners experience any discrepancy with regards to monies indicated on their levy statement, they must provide a written explanation of the discrepancy to the managing agent by no later than the 7th of the applicable month.
- (4) Any owners, who choose to pay their levy by way of depositing such payments into the Body Corporate's bank account, and such levies are not reflected on their levy statement the following month, must confirm such payments by means of providing a copy of the deposit slip as proof of payment to the managing agent.
- (5) In the event that an account remains unsettled on the seventh day of the month in which the levy is due, a friendly reminder shall be sent to the owner and if the amount is unsettled by the fourteenth (14th) of the month, a letter of demand shall be sent to the account holder for the recovery of any such outstanding amount.
- (6) In the event that an account still remains unsettled by the end of the month in which the levy amount is due, the Body Corporate shall hand over the matter to a firm of attorneys to institute legal proceedings for the recovery of the outstanding amount, interest thereon and legal fees.
- (7) An owner shall be liable for and pay the additional administration charges for any contravention/s of these Conduct Rules contravened by the owner or occupier or the cost to clean or reinstate the common property.
- (8) The trustees shall be entitled to change interest on arrear amounts at such rate as they may from time to time determine.

## 32. INDEMNITY

---

- (1) The Body Corporate and/or its trustees and/or its Managing Agent and/or its employees shall not be liable to any unit owner or tenant or visitor for any injury or

damage of any description which the unit owner or tenant or visitor and/or member of the unit owner or tenant's family or any employee or employee of any relative, friend, acquaintance, visitor, invitee or guest of the unit owner or tenant may sustain to his person or property, directly or indirectly, in or about the common property or individual units or in or about the parking bays or storerooms or in or about any parts of the complex and/or grounds in which the common property or individual units are situated or for any act done or any neglect on the part of the Body Corporate or of any employees, staff or agents of the Body Corporate.

- (2) The Body Corporate, its trustees and/or the Managing Agent accepts no responsibility or liability of whatsoever nature in respect of the receipt or the non-receipt and delivery or non-delivery of goods, postal matters, or correspondence.

### 33. SERVICE

---

- (1) Staff members employed by the Body Corporate are not available for owner's personal work during normal working hours. Instructions to staff are only to be given by the Trustees.
- (2) The Body Corporate is not responsible for any damage caused by the staff of whatsoever nature that may be caused to members units, or personal effects.

### 34. PROPRIETARY RIGHT TO CONDUCT RULES

---

- (1) These rules remain the property of the Body Corporate and a copy must remain in the unit when vacated.

