

**OFFER TO PURCHASE  
CONSTITUTING A DEED OF SALE (SECTIONAL TITLE UNIT) BETWEEN:**

Hereinafter referred to as the **"Seller"**

Name : **LENISEC PROPRIETARY LIMITED**  
**REGISTRATION NUMBER 2017/394536/07**

Herein represented by : AH REITSMA or any duly authorised agent

Physical Address : \_\_\_\_\_

Tel No : 071 896 1466

**and**

Hereinafter referred to as the **"Builder"**

Name : **REHOBOTH TRADING (PTY) LTD**  
**Registration Number 2009/023669/07**

Herein represented by : AH REITSMA or any duly authorised agent

Physical Address : \_\_\_\_\_

Tel No : 071 896 1466

**and**

Hereinafter referred to as the **"Purchaser"**

Full Name: (1) \_\_\_\_\_  
(2) \_\_\_\_\_

Identity number: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Marital status: (1) \_\_\_\_\_ (2) \_\_\_\_\_

If married (1) COP/ OUT OF COP (2) COP/OUT OF COP

Income tax number: \_\_\_\_\_

Corporate Entity: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Herein represented by: \_\_\_\_\_ duly authorised thereto

Postal Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone No. : (1) \_\_\_\_\_ (2) \_\_\_\_\_

Fax No. : (1) \_\_\_\_\_ (2) \_\_\_\_\_

Email : (1) \_\_\_\_\_ (2) \_\_\_\_\_

Hereby makes an offer to purchase the under mentioned property from the "Seller" through  
Chas Everitt Benoni the **"Agent"**.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS:-**

Unless the context clearly indicates otherwise, the following words, names or expressions shall have the following meanings in this document:

- 1.1 "Annexures" is  
Annexure 1 - Development Lay-out Plan  
Annexure 2 - Unit Lay-out Plan  
Annexure 3 - List of Extras  
Annexure A - Specifications, Choices & Finishes  
Annexure B – Body Corporate Rules  
Annexure C – List of Options (Page 1,2,3)
- 1.2 "Body Corporate" is the controlling body in terms of section 36 of the Sectional Titles Act 95 of 1986;
- 1.3 "Bond Registration Attorney"  
means Harvey Nortje Wagner & Motimele Attorneys
- BANK PANEL NUMBERS:  
FNB: 756  
ABSA : 2682  
Nedbank: 2501  
Standard Bank: 9284  
SAHL
- 1.4 "Conditions of Establishment" are the conditions relating to the establishment of the township which are to be issued by the local authority;
- 1.5 "Conveyancer AND Transferring Attorneys" means Essakow Attorneys (601 Letaba Weg Waterlake farm Pretoria) with telephone number 082 528 7709 fax: 086 225 7410 – lize@essakowattorneys.co.za
- 1.6 "Guarantee date" is 7 (SEVEN) days after being requested to deliver the guarantees with the understanding that the guarantees will not be requested before the loan is obtained. If this agreement is not subject to a condition that the Purchaser must obtain a loan then the guarantee date is within 7 days of being requested to deliver guarantees by the conveyancers;
- 1.7 "local authority" is the Ekurhuleni
- 1.8 "Ordinance" is Ordinance (Transvaal) No.15 of 1986 (as amended from time to time);
- 1.9 "Property" is Unit no \_\_\_\_\_ with door no \_\_\_\_\_ including an undivided share in the common property of the scheme known as 271 HULL ROAD TERRACES
- 1.10 In extent: Unit no: \_\_\_\_\_ of approximately \_\_\_\_\_ square metres, consisting of dwelling, single garage and open parking bay. In accordance with the Unit Layout Plan hereto annexed together with an undivided share in the common property;
- 1.11 "Participation quota" is the percentage allocated to the section in the sectional plan, expressed to four decimal places and arrived at by dividing the floor area of the unit, correct to the nearest square metre, by the floor area of all the sections in the buildings comprising the sectional scheme, correct to the nearest square metre;
- 1.12 "Registrar of Deeds" is the Registrar of Deeds, Pretoria and the "Deeds Office" is the Deeds Office in respect of which the said Registrar of Deeds has jurisdiction;
- 1.13 "Sectional scheme" means the sectional scheme known as 271 HULL ROAD TERRACES

- 1.14 "Town" or "township" is Rynfield Extension 67 Township
- 1.15 "Transfer" means registration of transfer of the property in the Purchaser's name
- 1.16 "Conveyancer's bank account" means ESSAKOW ATTORNEYS TRUST ACCOUNT. ABSA ACCOUNT 4078846644 BRANCH CODE 632005
- 1.17 "Bond originator" means Betterlife, Sharon Nortje 012-663 2637 [sharon.nortje@betterlife.co](mailto:sharon.nortje@betterlife.co).

The PURCHASER hereby consents and instructs Betterlife, Sharon Nortje 012-663 2637 [sharon.nortje@betterlife.co.za](mailto:sharon.nortje@betterlife.co.za) to assist the PURCHASER in any application for finance as aforementioned and required and will assist in providing all required documents as may reasonably be requested for this purpose.

The purchaser hereby further authorises Sharon Nortje to obtain any information regarding the progress of any application for finance irrespective of the institution or division where

- 1.18 "The Consumer Protection Act" the Consumer Protection Act 68 of 2008 together with the regulations thereto. (hereinafter referred to as the CPA)

## 2. PREAMBLE:-

- 2.1 The Purchaser acknowledges that he is aware that building operations will take place upon the premises and that the said building operations may cause the Purchaser certain inconvenience, but that he shall have no claim whatsoever against the Seller or any other owner for any such inconvenience.
- 2.2 **The Sectional Title Register has not yet been opened at the time when the Purchaser is making this offer** and the Seller shall take all steps necessary for the opening of the Sectional Title Register.
- 2.3 The Purchaser understands and agrees that it will not be possible for the Seller to give transfer of the Purchaser's unit until the Sectional Title Register has been opened and the Purchaser accepts that he will not be entitled to claim cancellation of this Agreement or damages from the Seller should the opening of the Sectional Title Register, for whatever reason, be delayed.

## 3. PURCHASE AND SALE:-

The Seller hereby sells the property to the purchaser, who purchases it, subject to:

- 3.1 the provisions contained or referred to in this document;
- 3.2 the conditions of title contained in the title deed/s of the sectional scheme;
- 3.3 the provisions of the Conditions of Establishment of the Township;
- 3.4 the Management and Conduct rules of the sectional title scheme;
- 3.5 the provisions of the Body Corporate The purchaser undertakes to become and remain a member of the Body Corporate and to abide by the rules and provisions of the Body Corporate.

Copies of all of the above are available from the seller at the request of the Purchaser.

## 4. PURCHASE PRICE AND PAYMENTS:-

- 4.1 The **purchase price** of the property is \_\_\_\_\_  
( \_\_\_\_\_ )  
which amount includes Value Added Tax ("VAT");
- 4.2 The **initial deposit** is R 5000.00 (Five Thousand Rand) which amount is payable within 7 (Seven) days on signature hereof by the Purchaser.
- 4.3 The **further deposit**, being the difference between the loan amount and the purchase price,

Is R \_\_\_\_\_ ( \_\_\_\_\_ ) and is payable on \_\_\_\_\_

- 4.4 The deposit will be held in an interest bearing trust account with the Conveyancer in accordance with the provisions of Section 78(2A) of Act 55 of 1979, the interest to accrue to the Purchaser. The Purchaser hereby specifically authorises the Conveyancer to deposit these monies in such an interest bearing trust account on his behalf. It is recorded that the Conveyancer shall only be able to receive or invest the funds once it has been furnished by the Purchaser with all documentation required by the Conveyancer by virtue of the Financial Intelligence Act (FICA); which documentation the Purchaser shall furnish to the Conveyancer on date of payment of the deposit. The Conveyancer will invest the deposit within three days after all FICA documents have been delivered to the Conveyancer, with the understanding that the Purchaser's cheque has been cleared by the bank.
- 4.5 The balance of the purchase price is payable on registration of transfer and the Purchaser shall by not later than the guarantee date, furnish the Seller's Conveyancer with an acceptable bankers' guarantee for the purchase price, which guarantee will be expressed to be payable on registration of transfer of the property into the Purchaser's name and will be made out in favour of such party as the Seller or its Conveyancer may nominate in writing and failing any such nomination by the guarantee date, will be made out in favour of the seller.
- 4.6 All amounts payable in terms of this agreement shall be paid without deduction at the Seller's address or to the transferring attorney (at the Seller's option) or at such other place or places in the Republic of South Africa as the Seller may indicate in writing. Refer to paragraph 1.16 for the banking details.

## **5. LOAN:-**

- 5.1 The agreement of sale is subject to the suspensive condition that the Purchaser is able to obtain a quotation and a loan from any South African bank or approved financial institution in the sum of R \_\_\_\_\_ ( \_\_\_\_\_ ) within a period of 21 (TWENTY ONE) business days from date of signature by the Purchaser hereof (the "loan date"). In the event (for whatever reason) of such mortgage bond not being granted by the loan approval date, there will be an automatic extension of a further 14 (FOURTEEN) days, unless the Purchaser is given 48 (FOURTY EIGHT) hours written notice to the contrary by the Seller's Conveyancers. This condition is in favour of the Seller and the Seller is entitled to extend the period at his discretion by giving written notice of extension to the Purchaser.
- 5.2 The Purchaser undertakes to furnish the bond originators appointed by the Seller with all required documentation and information and sign all required bond application forms within 5 (five) days from date of signature of this sale agreement by the Purchaser. The Purchaser accepts the limitation of the service provider to the chosen bond originator as the bundling of the services is to the benefit of the Purchaser.
- 5.3 The Purchaser acknowledges that he/she is aware that should the Purchaser act or omission frustrate the Bond Originator in submitting a loan application the doctrine of fictitious performance will apply and the suspensive condition will be deemed to be met.

## **6. CONTINUED MARKETING – MULTIPLE OFFERS:-**

- 6.1 The Purchaser acknowledges that the Seller shall, until such time as the Suspensive Condition has been fulfilled, be entitled to continue to market the Property through the Agent and may accept other offers through the Agent in respect of the Property.
- 6.2 The Seller shall be obliged to proceed with the first offer, received in respect of the Property, which the Conveyancer has received written notice that Loan approval has been granted in terms of clause 5.1 above.

## **7. INTEREST – LATE PAYMENT – DELAY IN TRANSFER:-**

- 7.1 Without prejudice to, but in addition to any other rights which the seller then may have, the Seller will be entitled to payment of interest by the Purchaser on all amounts due in terms of this agreement, but which are in arrear. Such interest will be calculated at a rate equal to the prime rate of interest charged from time to time by ABSA Bank Limited on unsecured overdrafts to its most favoured customers, plus 2% (two percent). A certificate signed by any manager of any branch of the said bank will be evidence at face value of the said interest rate and the person purporting to issue the certificate will not have to prove his office as such. The purpose of this clause is not to give the Purchaser a right to postpone any payment.
- 7.2 Should the transfer be delayed by the Purchaser's fault then without prejudice to the Seller's other rights, the Seller will be entitled to payment of interest on the unpaid portion of the purchase price at the rate stipulated in clause 6.1 for the period of the delay. The purpose of this clause is not to give the Purchaser a right to delay the transfer.

## **8. OCCUPATION AND POSSESSION:-**

- 8.1 Occupation of the PROPERTY shall be given and taken by the PURCHASER on REGISTRATION. Should the date of occupation not coincide with the date of registration, the Purchaser will be obliged to pay occupational rent in the amount equal to 0.8%, R\_\_\_\_\_ (\_\_\_\_\_) of the purchase price, per month, payable in advance. Should this agreement be cancelled or lapse, the PURCHASER will be obliged to forthwith vacate the PROPERTY and it is agreed that no tenancy shall be created by occupation having been taken prior transfer.
- 8.2 Possession of the PROPERTY shall be taken by the PURCHASER, on date of registration of transfer.
- 8.3 The right and obligation to occupy and possess the property will pass to the purchaser on the occupation date, provided that the Purchaser has complied with all its obligations and paid all monies payable in terms of this agreement, and signed all transfer and bond documentation including the retention letter.

## **9. LEVIES:-**

- 9.1 As from date of occupation the Purchaser shall be liable for payment to the Seller for all electricity and water consumed in respect of the property from date of occupation of the property until date of transfer.
- 9.2 The developer shall be liable for the levies until date of transfer.

## **10. RISK:-**

The risk of profit and loss relating to the property will vest in the Purchaser as from the date of transfer

## **11. GUARANTEES AND CONDITIONS:-**

- 11.1 Where the CPA has application, section 55(2) is applicable, except to the extent contemplated in section 55(6) which determines that a consumer has the right to receive goods that-
- 11.1.1 are reasonably suitable for the purpose for which they are generally intended

- 11.1.2 are of good quality, in good working order and free of any defects
- 11.1.3 will be useable and durable for a reasonable period of time, having regard to the normal use and surrounding circumstances
- 11.1.4 comply with the applicable standards set under the Standards Act
- 11.2 Section 55(6) of the CPA provides that the provisions of clause 11.1 above will not be applicable where:
  - 11.2.1 the consumer has been expressly informed that the property was offered in the specific condition
  - 11.2.2 the consumer has expressly agreed to accept the goods in the condition, or knowingly acted in a manner consistent with accepting the property in that condition.
- 11.3 The seller does not furnish any explicit guarantees in regard to the property.
- 11.4 The purchaser will inspect the property and compile a snag list as set out below containing all the patent defects to the property. In completing the aforesaid the Purchaser releases the Seller from any liability regarding patent defects.
- 11.5 The Seller warrants the property complies with the requirements of clause 11.1 above in as far as there is not a separate guarantee given by any distributor, e.g. guarantees by the NHBRC of distributor guarantees for geyser etcetera.
- 11.6 The Seller accepts that all the requirements of 11.1 have been met on signature of the retention letter.
- 11.7 In the event that the Consumer Protection Act 68 of 2008 does not apply to the transaction between the parties it is hereby recorded, despite any other provision to the contrary, that clause 11.1 to 11.3 will not apply and that the property is sold *voetstoots* to the purchaser and that the purchaser shall have no claims of any nature against the seller for any defects in the property.
- 11.8 The Purchaser shall within 7 (SEVEN) days of the occupation date, or within 7 (SEVEN) days after being requested to do so, advise the Seller in writing of any snags in the unit arising from defective materials or workmanship, and the Seller undertakes to repair same. The Seller shall within a reasonable time of receiving such advice from the Purchaser make good such faults or defects. These faults can only be rectified during normal working hours being from 7h00 to 16h00 daily Monday to Friday and public holidays excluded. The Purchaser indemnifies the Seller against any claims arising from possible thefts and or damages to the Purchasers possessions during these repairs.
- 11.9 The Seller will not be liable for any change in the property's condition which may occur or be caused after the occupation date, whether due to normal wear and tear or to erosion, climatic conditions or otherwise.
- 11.10 The Seller will be entitled to make alterations to the unit on condition that it enhances the value of the property.

## **12. POSITION AND PARTICIPATION QUOTA OF PROPERTY:-**

The Seller records that the participation quota, shape and the position and/or extent of the property is indicated on the sectional lay out plan. If on the survey of the property for purposes of the sectional plan its participation quota, precise shape, position or extent differs from that indicated on the said sectional layout plan, the Purchaser will not be entitled by virtue thereof to cancel this agreement or to claim any amount of money from the Seller, whether by way of a reduction in purchase price or as damages or otherwise, provided that such variation shall not exceed 7.5% (seven, five per centum) of the extent set out in clause 1.8 above.

## **13. RESALE OF PROPERTY BEFORE REGISTRATION INTO THE PURCHASERS NAME:-**

The parties agree that the purchaser will not be able to market and sell the property to third



parties before registration into purchaser's name, except where written consent and the conditions on which the resale will be allowed have been obtained from the Seller.

#### **14. NO IMPROVEMENTS PRIOR TO TRANSFER:-**

Prior to the date of transfer the Purchaser shall not, without the Seller's prior written consent, be entitled to erect any improvements or changes of a structural nature to the building or other structure on the property. Prior to the occupation date the Purchaser may not make changes to the unit without written consent from the developer/seller.

#### **15. TRANSFER:-**

- 15.1 Transfer shall be affected by the Conveyancer within a reasonable time after –
- 15.1.1 signature of the agreement and fulfilment of the suspensive conditions;
  - 15.1.2 the Purchaser has complied with all his obligations in terms of this agreement;
  - 15.1.3 the Purchaser has paid all ancillary costs – *for example pro rata levies or rates or bank initiation fee payable to the bank*, which the Purchaser shall be liable to pay to the Conveyancer on demand; and
  - 15.1.4 the Purchaser has signed all necessary documents and provided all necessary information and copies of such documentation for the purpose of transfer which the Purchaser shall be obliged to do within 3 (three) days of being called upon to do so by the Conveyancer.
  - 15.1.5 The property becomes registerable.
- 15.2 The Purchaser acknowledges that;
- 15.2.1 he has read and approved all the Annexures;
  - 15.2.2 he will have no claim of whatsoever nature against the seller for any damages or loss should the projected completion date and/or transfer be delayed.

#### **16. COSTS:-**

- 16.1 The transfer and bond costs of and related to the registration of transfer of ownership of the property in his name, will be paid by the Seller, provided that such transfer and bond registration is attended to by Essakow Attorneys, and that the bond is originated by the bond originator as stated above. The limitation of the service provider is accepted by the Purchaser as the bundling of the transfer and bond will have the advantage of expedient registration and financial benefit as the developer will then pay the conveyancer at a concession rate.
- 16.2 The Purchaser shall be liable:
- 16.2.1 for all financial institutions' valuation and administrative fees, as well as the insurance certificate fee;
  - 16.2.2 to pay an estimated provisional sum in respect of provisional levies to the body corporate and Home Owners Association for services to be provided. The actual levy will amount to such an amount as will be determined from time to time by the Body Corporate and Home Owners Association.
  - 16.2.3 to pay an estimated provisional sum in respect of electricity and water consumption to the municipality or conveyancer for services to be provided. The actual electricity and water consumption will amount to such an amount as is calculated in terms of the participation quota from date of occupation.
  - 16.2.4 the purchaser is obliged to pay the said costs by not later than 5 (FIVE) days after being requested to do so by the Conveyancer.



## **17. AGENT'S COMMISSION:-**

Agents' commission is payable in the amount as set out in the commission agreement, and will be deemed to be earned and payable on fulfilment of all suspensive conditions. It is recorded that any agents commission which may become payable as a result of this agreement shall be payable by the Seller, and the Seller authorises the payment thereof on registration of the transfer in the Pretoria Deeds Office. However, should this sale agreement be cancelled by reason of the breach of contract by the Purchaser, the Purchaser shall be liable for the payment of the agents commission and the agents shall have no claim against the Seller. The Agent will be entitled to recover the commission due and payable under this agreement from the Purchaser.

## **18. TRANSFER DUTY DOCUMENTS:-**

- 18.1 The parties hereby authorize the Seller's conveyancers to sign all transfer duty /VAT declaration documents on their behalf.
- 18.2 The Purchaser warrants that all his/her tax matters are in order and all tax returns are up to date. Should this not be the case the Purchaser will be liable for the damages caused by the delay in transfer as well as the penalty interest as set out in clause 6.

## **19. GENERAL:-**

### **19.1 Whole agreement**

This document contains the whole agreement between the parties and there are no prior or parallel agreements between them.

### **19.2 Warranties and/or Representations**

No warranty has been given or representation made by or on behalf of the Seller which induced the Purchaser to enter into this agreement. It is specifically agreed that no representation, made by any estate agent in respect of the property or any other aspect of this agreement will be binding on the Seller.

### **19.3 Writing**

No alteration, addition, deletion or consensual cancellation of or to neither this agreement nor the waiver of any right will be of any force unless reduced to writing and signed by the Seller and the Purchaser.

### **19.4 Indulgence**

No indulgence granted by the seller in respect of the performance by the Purchaser of any obligation undertaken in terms of this agreement will novate the agreement or prejudice the Seller's rights in any manner.

### **19.5 Domicilia and notices**

- 19.5.1.1 The parties respectively elect:
- 19.5.1.2 the street addresses appearing under their names on the first page of this document as their respective domicilia citandi et executandi;
- 19.5.1.3 the postal addresses appearing under their names on the first page of this document for purposes of notices and correspondence given in terms of this agreement.
- 19.5.1.4 the fax number and email address appearing under their names on the first page of this document for purposes of notices and correspondence given in terms of this agreement.





- 19.5.2 Any notice given by prepaid registered mail to the Purchaser care of his postal address elected in clause 18.5.1.2 above will be deemed to have been received by the Purchaser and its contents to have come to the Purchaser's notice on the 7<sup>th</sup> (SEVENTH) day after the date on which it is posted in the Republic of South Africa or on the date upon which the notice is successfully transmitted to the purchaser's chosen fax number or email address, provided such fax or email is transmitted between the hours 08h00 and 17h00, Mondays to Fridays (both included). Furthermore, any notice to a party contained in a correctly addressed envelope and which is delivered by hand to a responsible person during ordinary business hours at the address such party has chosen as his physical address, shall be deemed to have been received by the addressee and the contents thereof to have come to the addressee's notice upon such delivery.
- 19.5.3 A party is entitled to amend its chosen street address ,postal address, fax number or email address by giving written notice of the amendment to the other party, which notice shall be delivered or sent by prepaid registered post to the other party and will become binding on the other party upon receipt thereof.

19.6 **Breach:-**

Should the purchaser fail to comply punctually with any provision of this agreement, whether it be a material provision or not, the Seller will be entitled to notify the Purchaser in writing by prepaid registered mail addressed to the Purchaser's address chosen in clause 18.5.1.2 or by letter handed or transmitted by fax or email to the purchaser of the failure and make demand to the Purchaser to rectify the failure within 5 (five) days from the date on which the letter is handed or faxed to the Purchaser or is posted by prepaid registered mail (as the case may be) and should the Purchaser fail to remedy the breach by the said date, the Seller will then be entitled without prejudice to any other rights which it may have and without further notice or process:

- 19.6.1 to cancel this agreement and to claim damages from the purchaser and in such event the seller will be entitled to retain all amounts already paid by the purchaser in terms of this agreement as pre-estimated, liquidated damages or alternatively, to claim its actual damages from the purchaser in which latter event the seller will be entitled to retain all amounts already paid by the Purchaser until its damages have been quantified and then to set off its damages against the said payments; or alternatively
- 19.6.2 to claim specific performance by the purchaser of all its obligations in terms of this agreement including the payment by the purchaser of the full outstanding balance of the purchase price despite the fact that the said balance of the purchase price may, but for this provision, not yet be due. In addition the Seller will be entitled to claim damages from the Purchaser.
- 19.7 Should this sale agreement be cancelled by the Purchaser, after fulfilment of the suspensive conditions the Purchaser shall be liable for the payment of the wasted costs of the conveyancer on the prescribed tariff scale of the Law Society. The Purchaser irrevocably authorizes the conveyancer to recover any such amount from the deposit paid.

<b>20. SELLER'S RIGHT OF ACCESS:-</b>
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The Seller and/or its authorised agent/s and/or contractors shall at all times have the right to enter upon the property for the purpose of inspection and to conduct such work and to make such excavations and to temporarily deposit such material as the seller may determine or require for all purposes in connection with the installation of services or otherwise.

<b>21. SEVERABILITY:-</b>
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Every paragraph and every clause contained in this document is severable from every other paragraph and/or clause and should any paragraph or clause (or part hereof) be void or voidable and the rest of the agreement will remain in force.



## **22. CAPACITY OF PURCHASER:-**

- 22.1 If this agreement is entered into by or on behalf of a person in his capacity as an agent or trustee for a company to be formed, such person shall be personally liable and regarded as the Purchaser in the event of the company not being formed and the purchase of this property not being ratified within 21 (TWENTY ONE) days after acceptance of this offer. The person signing this contract on behalf of the company or close corporation to be formed will be deemed to have bound themselves as surety for and co-principal debtor with such company or close corporation.
- 22.2 In the event where the Purchaser is a registered company or close corporation, the Purchaser warrants to the Seller that all the Directors of such company or members of such close corporation are themselves, jointly and severally, bound as surety and co-principal debtor *in solidum* with the Purchaser in favour of the Seller regarding all the Purchaser's liability and responsibility regarding this contract.
- 22.3 If this contract is signed by more than one person as Purchaser, the obligations of all the signatories shall be joint and several. If this contract is not signed by all the persons named as Purchaser, this contract shall nonetheless be and remain binding on the Purchasers who have signed this contract.
- 22.4 In the event where the Purchaser wants to purchase the property in the name of a Trust, Close Corporation or Company, it is his obligation to produce for the Conveyancer, within 30 (THIRTY) days after signing of this agreement, all the necessary documentation or any additional documentation requested by the Conveyancer. By default hereof, the Purchaser will take transfer of the property in his own name.

## **23. RIGHT OF TERMINATION:-**

- 23.1 In the event that this agreement is both subject to the Consumer Protection Act 68 of 2008 and was entered into as a result of direct marketing, and only in that instance may the purchaser in terms of Section 16 read with section 32 and Annexure C to the regulations in terms of the Consumer Protection Act 68 of 2008 in the prescribed manner rescind a transaction resulting from any direct marketing without reason or penalty by notice to the supplier in writing or another recorded manner and form, within 5 business days (excluding Saturdays, Sundays and public holidays) after the later of the date on which
- 23.1.1 the transaction or agreement was concluded; or
- 23.1.2 the property that is the subject of the transaction was delivered to the consumer.
- 23.2 Where the transaction is rescinded as in clause 23.1 the Seller will return any payment received from the Purchaser in terms of the transaction within 15 business days (excluding Saturdays, Sundays and public holidays) after
- 23.2.1 receiving notice of the rescission, or
- 23.2.2 receiving the property from the Purchaser and
- 23.3 The property will be returned to the Seller at the Purchaser's risk and expense, including cost and expenses involved in returning and restoring occupation, possession and ownership (where applicable) and including but not limited to costs such as transfer duty, VAT, bond cancellation costs, legal costs and other costs incidental to returning occupation, possession and ownership of the property.
- 23.4 The Seller confirms that the agreement was not entered into due to direct marketing and that no undue influence was exercised over the Purchaser to enter into this agreement.

## **24. CESSION TO A THIRD PARTY BY THE SELLER:-**

The seller has the right to cede or sell the scheme to another entity provided the terms and



conditions pertaining to the Purchaser as well as his obligations in terms of this contract do not change. The Purchaser agrees to sign all documents necessary to facilitate this transfer within 3 days of being requested to do so when and if requested by the Seller.

#### **25. SIGNATURE OF RETENTION LETTERS:-**

The Seller, his agent or Conveyancer may, after practical completion of the unit, give the Purchaser 3 (three) days written notice to sign the retention letter. The Purchaser may not refuse signature of the letter for matters resorting under snags. Snags are defined as matters of a "cosmetic" nature, and not structural defects. (See clause 7 for matters pertaining to snags).

#### **26. NHBRC:-**

It is hereby recorded that Rehoboth Trading Proprietary Limited will attend to the construction /building of the sectional title unit and be the responsible Contractor/ Registered Home Builder registered with the National Home Builders Registration Council (NHBRC) and undertake to comply with the required legislation and the regulations of the act. The builder as aforesaid guarantees that all patent and latent defects will be remedied within a period of 90 days from date of occupation by the purchaser.

#### **27 ARBITRATION:-**

If any dispute or difference shall arise between the Customer or the Bank on his behalf, and the Contractor, during the progress and before completion of the Works or after the termination of the employment of the Contractor under this contract, abandonment or breach of the contract, as to the construction of the contract, or as to any matter or this arising thereunder, or as to the withholding by the Bank of any draw to which the Contractor may claim to be entitled, then an architect, civil engineer, quantity surveyor or any other professional person involved in the Building Industry appointed by the Bank ("the Arbitrator") shall determine such dispute or difference by a written decision given to the Contractor. The said decision shall be final and binding on the parties, unless the Contractor, the Bank or the Customer within fourteen days of the receipt thereof by written notice to the Arbitrator disputes the same in which case or in case the Arbitrator for fourteen days after a written request to him by the Customer or the Contractor fails to give a decision as aforesaid, such dispute or difference shall be referred to the arbitration and final decision of an Arbitrator selected by the Bank from two persons nominated on the request of either party by the President-in-Chief for the time being of the Institute of South Africa Architects, and the award of such Arbitrator shall be final and binding on the parties.

The Arbitrator shall have power to disclose, review and revise any certificate, opinion, decision, requisition or notice, and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given, upon every or any such reference, the costs of and incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

#### **28. IRREVOCABLE OFFER:-**

This offer is irrevocable until 24h00 on \_\_\_\_\_ 20\_\_\_\_  
and is binding upon acceptance irrespective of notification of acceptance to the Purchaser.



**29. OTHER CONDITION'S:-**

This offer is subject to the final approval of plans \_\_\_\_\_

This offer is subject to final specifications list \_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
PURCHASER ONE

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
PURCHASER TWO

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
LENISEC PTY LTD  
Herein represented by AH REITSMA

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
REHOBOTH TRADING PTY LTD  
Herein represented by AH REITSMA

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
AGENT



## PURCHASER INFORMATION SCHEDULE

Full Name: (1) \_\_\_\_\_

(2) \_\_\_\_\_

Identity/Reg Number: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Marital status: (1) \_\_\_\_\_ (2) \_\_\_\_\_

If married (1) COP/ OUT OF COP (2) COP/OUT OF COP

Income tax number: \_\_\_\_\_

Corporate Entity: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Herein represented by: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Place of Employment \_\_\_\_\_

Telephone No. : (1) \_\_\_\_\_ (2) \_\_\_\_\_

Cell Phone No. : (1) \_\_\_\_\_ (2) \_\_\_\_\_

Fax No. : (1) \_\_\_\_\_ (2) \_\_\_\_\_

Email : (1) \_\_\_\_\_ (2) \_\_\_\_\_

The purchaser hereby authorizes the agent or their nominee to do a full credit check on them.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
PURCHASER ONE

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

AS WITNESSES:

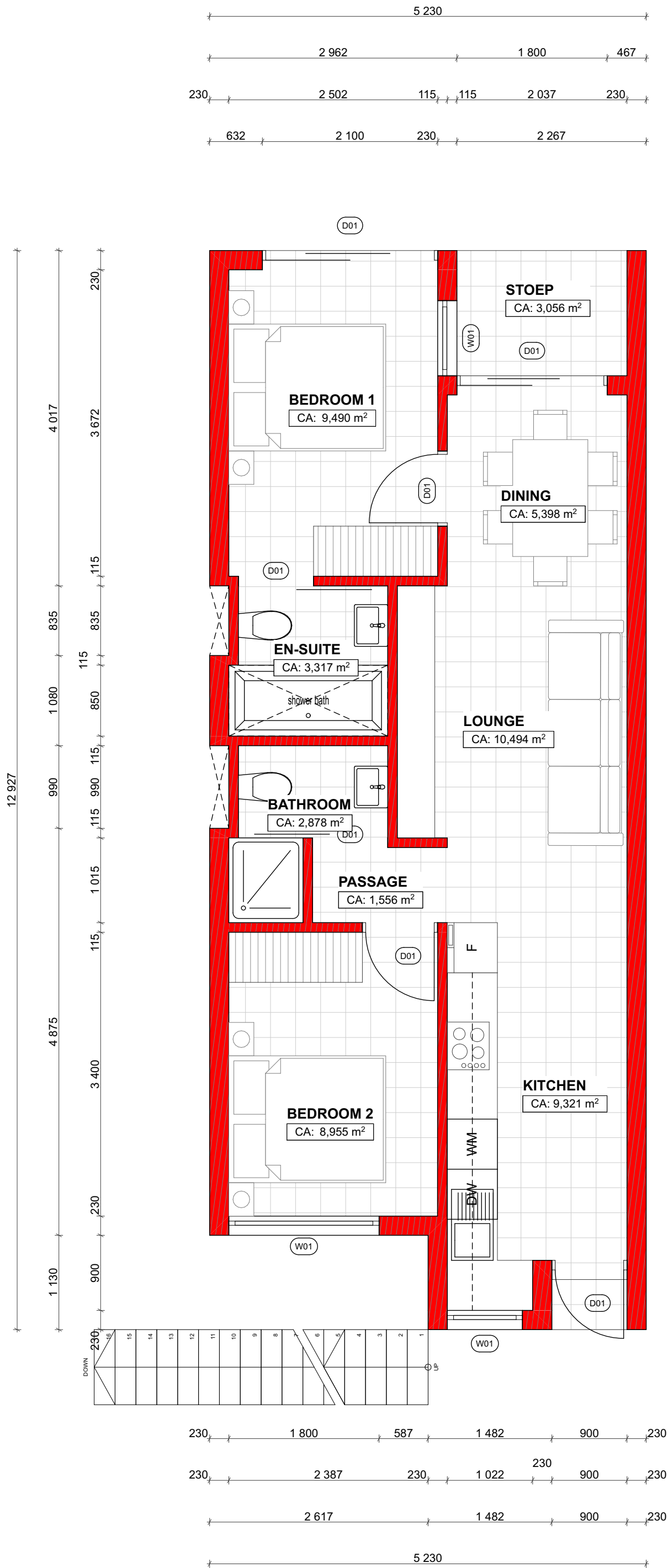
1. \_\_\_\_\_

2. \_\_\_\_\_

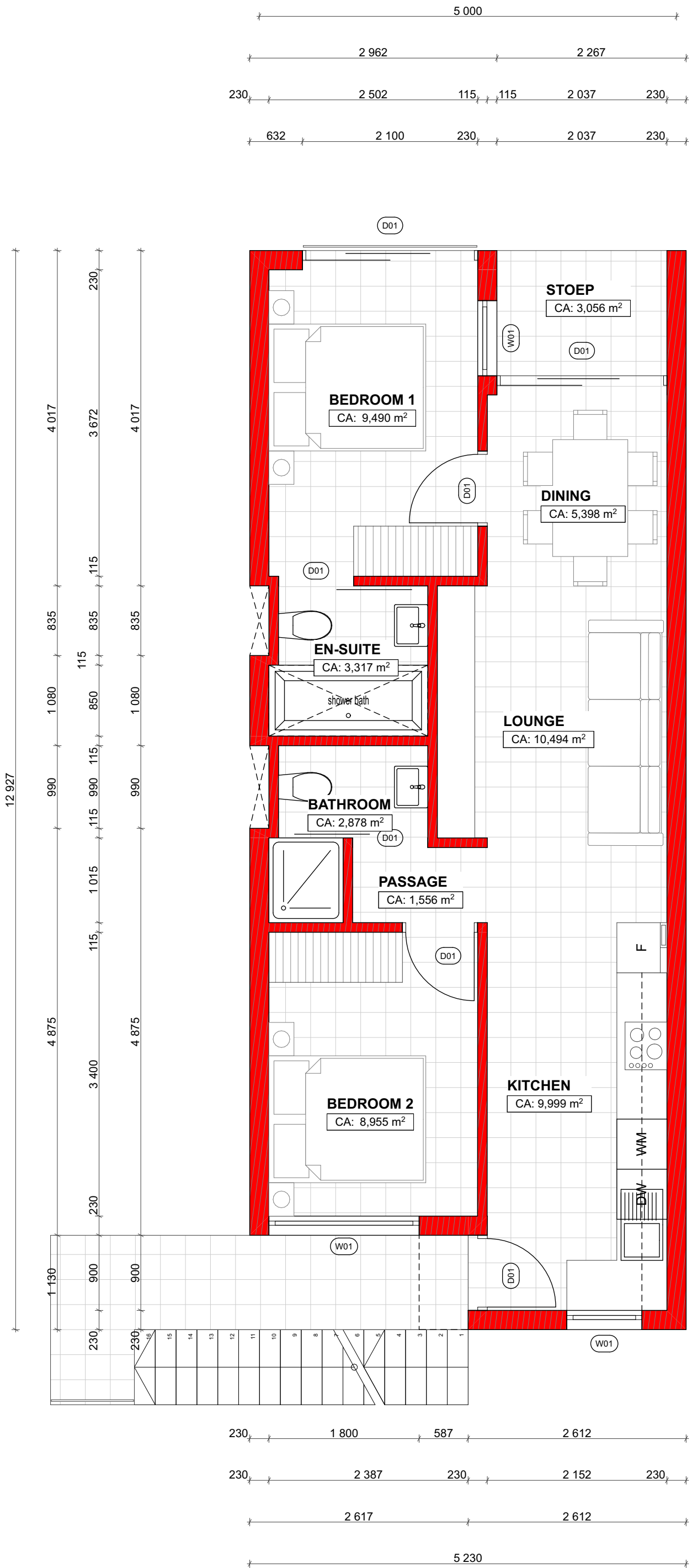
\_\_\_\_\_  
PURCHASER TWO



Ground Floor 1:50



First Floor 1:50



### GENERAL NOTES

1. This drawing is the copyright of the architect
2. Do not scale refer only to figure dimensions
3. Any discrepancies to be reported to the architect immediately
4. All dimensions and levels must be checked on site prior to setting out
5. All work to be carried out strictly in accordance with Municipal Bylaws & SABS SANS 10400

ALL LEVELS ARE TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION

C	17/09/2022	concept for client discussion	MOB
B	11/09/2022	concept for client discussion	MOB
A	04/09/2022	concept for client discussion	MOB

rev	date	description	by
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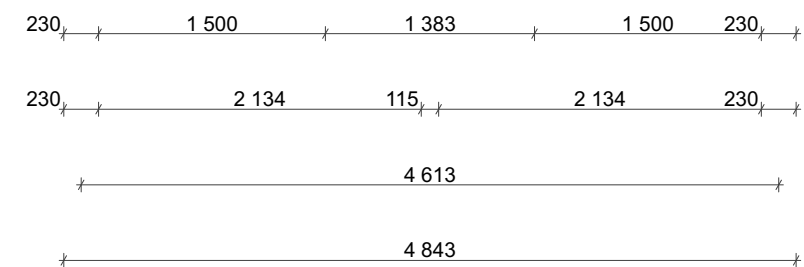
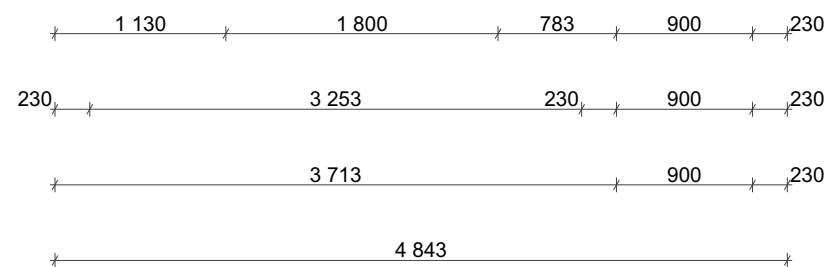
project  
NEW DEVELOPMENT ON ERF 4173 RYNFIELD  
EXT.67, BENONI, GAUTENG

**de beer**  
STUDIO

ARCHITECTURE | INTERIOR | FURNITURE

De Beer Studio (Pty) Ltd | Reg No. 2016/421022/07  
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dwg title		date
2 BEDROOM UNIT		September 2022
drawn		mob
project no	dwg no	rev no
1810	5101	C



dwg title		date
2 BEDROOM UNIT		September 2022
		drawn mdb
project no	dwg no	rev no
1810	5101	C





GENERAL NOTES

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4. All dimensions and levels must be checked on site prior to setting out
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ALL LEVELS ARE TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION

D	17/09/2022	concept for client discussion	MDB
C	11/09/2022	concept for client discussion	MDB
B	29/08/2022	concept for client discussion	MDB
A	29/08/2022	concept for client discussion	MDB

rev	date	description	by
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project  
NEW DEVELOPMENT ON ERF 4173 RYNFIELD  
EXT.67, BENONI, GAUTENG



ARCHITECTURE | INTERIOR | FURNITURE

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drwg title	date
SDP - PHASE 5, 6, 7, 8 CONCEPT	September 2022
project no	drawn
1810	4101
drwg no	rev no
4101	D



### Annexure 3.

### List of Extras :

[illegible]

# 271 HULL ROAD TERRACES BODY CORPORATE

## SS \_\_\_\_\_

### a) Introduction to Sectional Title

#### INDEX

1. Useful Terms linked To Sectional Title
2. What do I own in a Sectional Title Scheme?
3. How Sectional Title differs from Full Title
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7. Responsibilities of a Managing Agent
8. Services offered by Selection Estates
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18. Submitting Emergency Insurance claims
19. Submitting non-emergency Insurance claims
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21. Complex Rules
22. Duties of Owners and Occupiers of sections
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24. Determination of disputes by Consultation
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# 1. Useful Terms Linked to Sectional Title

## Residential Sectional Title Scheme

A residential building or group of buildings where owners own "sections" of the building. **Example:** Block of flats/apartments; townhouse complex.

## Section

The internal space of the unit made up of the windows, doors, ceiling and floors.

## Sectional Plan

This is an actual drawing or plan of the complex showing all the buildings and the land which form part of the complex. On the plan, the position and size of each unit is clearly marked, as well as any exclusive use areas which belong to each unit.

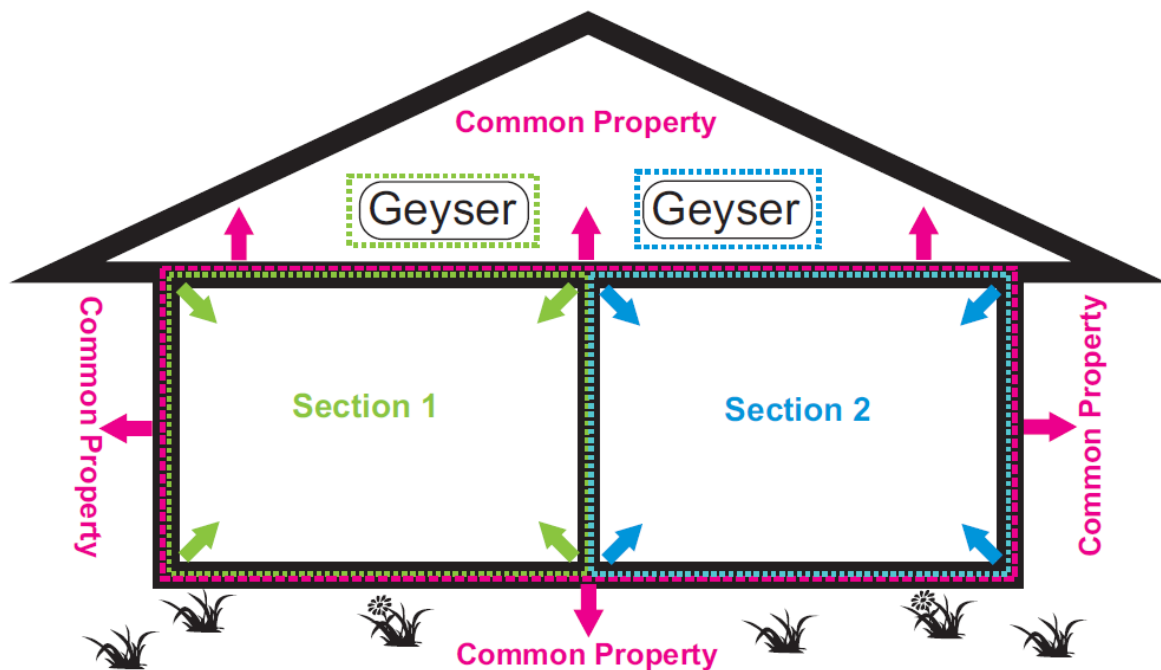
## Exclusive Use Area

Part of the common property that can only be used by a specific owner or group of owners. **Example:** Allocated parking bays, private garden area.

## Common Property

Areas of the complex or building that are shared by everyone.

**Example:** Driveway, passages, staircases, lifts, unallocated parking bays, gardens, communal swimming pool, and the external walls of a building.



## Body Corporate

The legal entity made up of all the owners of the Sectional Title Scheme. (Every owner is a member of the Body Corporate).

## Trustee

Owners or non-owners' who have been elected by the Body Corporate to manage / administer the scheme and to make decisions on behalf of the Body Corporate regarding the day-to-day running of the Scheme. If non-owners are elected, the majority of trustees must be owners.

## Managing Agent



A company who assists the Trustees in the day-to-day running of the Scheme, but who cannot make decisions concerning the Body Corporate without the approval of the Trustees.

#### **PQ**

Participation Quota determines the percentage of a section's share of the common property, the share of the levies payable by the owner of the section and the value of a section owner's vote.

**Example:** A 90m section in a Scheme with an overall size of 2250m<sup>2</sup> (all m<sup>2</sup> of all the sections added together) has a participation quota value of  $0.0400 = 4\%$  share of the levies. ( $90 \div 2250 = 0.0400$ )

#### **Levy**

A monthly payment that all owners in a Sectional Title Scheme must pay to the Trustees or Managing Agent to cover the expenses of the common property of the Scheme. **Examples of expenses:** Security, building and garden maintenance, common property water and electricity and insurance over the structure of the sections.

#### **Special Levy**

A levy raised to cover the cost of an emergency expense not included in the budget. A special levy is raised when the Scheme's reserves are not sufficient to cover the emergency expense.

**Example:** Emergency repairs not covered by insurance and not budgeted for: leaking water pipes and lightning damage.

#### **General Reserve Levy**

A levy raised to cover future maintenance or upgrade projects. The amount will be included in the budget and voted on at the AGM or SGM. **Examples:** Repainting the complex, rethatching roofs, repairing paving, installing a swimming pool, upgrading the entrance, etc.

#### **AGM**

Annual General Meeting. Annual meeting of all the owners of the Sectional Title Scheme held within 4 months of the Scheme's financial year end. 14 Days notice must be given to all owners, bond holders and the managing agent. 30 Days notice must be given if a special resolution or unanimous resolution is on the agenda.

#### **SGM**

Special General Meeting. A meeting convened at any time, with 14 day notice, by the Trustees or Body Corporate. 30 Day notice must be given if a special resolution or unanimous resolution is on the agenda.

#### **Special Resolution**

75% of the owners at the meeting must vote for the same resolution. 30 Day notice of the meeting requiring a special resolution must be given. **Examples requiring a special resolution:** Making or changing conduct rules, altering vote values or levy liabilities, borrowing monies, leasing portions of common property, extending the boundaries of a section or to authorise necessary improvements to common property, cancel registered exclusive use rights, etc.

#### **Unanimous Resolution**

All owners at the meeting must vote for the same - unanimous - resolution. If one owner is against the resolution, the motion is defeated. A unanimous resolution is required for very important decisions. 80% of owners must be present to form a quorum. 30 Day notice of the meeting requiring a unanimous resolution must be given. **Examples requiring a unanimous resolution:** Authorising not reasonably necessary improvements or alterations to the common property, changing management rules, Loaning monies, alienating part of the common property or letting common property in terms of a registered lease, include additional exclusive use areas to the Sectional Plan, etc.

#### **Quorum**

The number of people required (in person or by proxy) to be present before a meeting commences and must remain as long as the meeting continues.

#### **Trustee Meeting**

- 50% of the Trustees (Not less than 2). If the Trustees are not able to achieve a quorum, the trustees present can continue with the items of business on the agenda, consider each one and take appropriate resolutions. These resolutions are not immediately effective. Interim resolutions become effective if they are agreed to by all trustees in writing or confirmed at the next Trustees meeting.



### **AGM's & SGM's**

- Schemes with 3 or less units – two thirds of the total value of votes must be present
- Schemes in excess of 4 units – one third of the voting values are required
- Voting values of units registered in the developers name are not taken into account.

Meetings where a **unanimous resolution** will be taken

- The quorum increases to 80%

### **Proxy**

A proxy is a person who is designated by the owner to represent that individual at a meeting. The designated person may speak and vote on behalf of the owner. A proxy form must be completed and handed to the Chairman / Managing Agent before the start of the meeting. A proxy cannot be the Managing Agent or an employee of the Managing Agent or Body Corporate. No one individual may hold more than 2 proxies.

### **Improvement – Not reasonably necessary**

Non-essential improvement to the common property. A unanimous resolution is required to proceed with such an improvement.

### **Improvement - Necessary**

Useful or necessary improvements to the common property that would benefit the Scheme and that can be paid for out of Body Corporate money. Trustees must notify the owners of the need for the improvement, the cost and how it will be funded. If Trustees do not receive a request for a meeting to discuss the improvements within 30 days, they may proceed.

### **Regulations / Management Rules**

Rules that describe the powers and responsibilities of the Trustees and deal with the ways that the Trustees manage the Body Corporate. (Sectional Title Schemes Management Act, 2011 - Act No. 8 of 2011). The management rules can only be changed by way of a unanimous resolution.

### **Conduct Rules**

Rules that determine the behaviour of the residents (owners and tenants) living in the Scheme. Trustees have a duty to enforce the conduct rules. A special resolution is required to change the conduct rules of a Scheme.

### **Home Insurance**

Insurance cover over the structure of your section. The Body Corporate is responsible for organising and paying for the home insurance. This forms part of the monthly levy.

### **Household Insurance**

Insurance cover over the contents of your section. The resident of the unit (owner / tenant) is responsible for organising and paying for household insurance.

### **Liability Insurance**

Insurance that provides protection from claims arising from injuries or damage to other people or property.

### **Rates and Taxes**

City tax based on the market value of properties, which are recorded in the General Valuation Roll. The rates and taxes are used to pay for public services provided by your local municipality including the maintenance of roads and traffic control, and to provide public parks, libraries, clinics, recreation centres, etc. Rates and Taxes are paid to the respective municipality directly and do not form part of the monthly levy.

### **Domestic Effluent**

The waste water from your section that flows into the city's sewage system. Waste water comes from your basins, sinks, showers, baths and toilets. The monthly fee collected is used to maintain the sewage system and to treat, clean and purify the waste water.

### **Domestic Refuse**

The rubbish from homes that is disposed of in bins and collected by The Local Authority. The monthly fee pays for the service to collect the refuse



## 2. What do I own in a Sectional Title Scheme?

The owner acquires the title to a section and an undivided share of the common property and buildings. The owner may also have exclusive use rights to a portion of the common property. The sale of a Sectional Title Property is registered at the Deeds Office.

## 3. How Sectional Title differs from Full Title

As the owner of a Sectional Title Property, you have bought a share into a communal development which involves communal living. Unlike a Full Title Property (e.g. a free standing house), you share a number of benefits with your fellow owners, for example, swimming pool, security service, gardens, driveway, entrance, roof, etc. In a Full Title Property, the owner would take full responsibility for all the above, whereas in a Sectional Title Scheme, you share the benefits and responsibilities with all other owners (the Body Corporate).

Obviously, there are rules and regulations which govern what is and what is not permitted on a property. In a Full Title Property, the rules are set by the local municipality and are aimed at maintaining the suburb and encouraging peaceful living conditions amongst the residents of the area. E.g. the municipality may not allow business to operate in a built-up residential area; they may have a rule that in a certain area, the stands are too small to allow residents to keep horses and cows, etc. Importantly, the owner is responsible for any and all expenses for maintaining and improving his property. These municipal rules will also apply to any complex within that suburb.

In a Sectional Title Schemes Management Act, the rules are set by the Sectional Title Schemes Management Act No. 8 of 2011, the Management Rules / Regulations and the Sectional Titles Act No 95 of 1986 (as amended). These Acts provide the laws and rules which prescribe and regulate living in a shared community. It safeguards the rights of the owner and specifies the responsibilities and financial obligations of the owners of the Scheme (the Body Corporate).

## 4. Requirements of living in a Sectional Title Scheme

- Every resident living in a Sectional Title Scheme must abide by the rules of the Scheme, which are structured to ensure harmonious communal living.
- Every resident living in a Sectional Title Scheme must abide by the rules of the Sectional Titles Schemes Management Act No.8 of 2011.
- Each resident must respect the right of the other residents to live in harmony in their home.
- Owners are obliged to pay their allocated portion of the costs of running the complex. These costs are covered by the levies. Should an owner fail to pay their levies they will face costly legal fees which could even result in the loss of their property.
- Each owner is obliged to repair and maintain the inside portion of their own unit. The Body Corporate is responsible for the upkeep of the communal areas, which include the external parts of every unit in the complex.

## 5. Responsibilities of a Trustee

Trustees are elected by members of the Body Corporate at the annual general meeting and represent them in running the affairs of the complex. Ultimately, they take responsibility for managing the finances and the day-to-day affairs of the complex. The Trustees are governed by instructions of the Body Corporate and also by the management rules of the complex.

Trustees are responsible for managing the complex budget, for the collection of levies and ensuring that the residents adhere to the rules of the scheme. They also manage the common property and the maintenance of the external and communal areas and that the insurance cover for the complex is sufficient. Trustees may decide to appoint a Managing Agent to assist them in the management of the financial affairs of the complex. The Managing Agent will at all times report to the Trustees.

When elected to office, a Trustee should ensure that he / she obtains copies of the scheme's registered management rules, its registered conduct rules and the Sectional Titles Act as soon as possible. He / she should also get hold of the scheme's sectional title plan and study it.



Trustee responsibilities include:

➤ **Levy Collection**

- It is the duty of the Trustees to see that the levies are adequate, collected timeously and to follow up on those who fall behind to ensure that each owner pays his/her fair share towards the monthly running costs of the complex. They are responsible for ensuring that levies do not fall into arrears and that the money collected is banked and used correctly. If the Trustees or their Managing Agent fail in this task, they will jeopardise the entire future of the Scheme.
- Trustees must keep a record of all Body Corporate transactions, including the financial accounts. They will have to sign off all expenditure. (By law, each payment requires the signature of two of the Trustees or a Trustee and the Managing Agent).
- They must ensure that payments, as determined by the budget, are made as and when required, and that the budget is not exceeded.
- Trustees must ensure that no one Trustee benefits financially or is allowed to have an interest in the Scheme that may conflict with his / her role as a Trustee. No dual loyalties are ever acceptable, unless these have been declared at the time of appointment and have been minuted.

➤ **Meetings**

- Trustees are responsible for arranging the AGM and other special general meetings to be held, and for ensuring that the documentation for these is ready, on time and is accurate.
- They must keep minutes of all annual, special and Trustee meetings and proceedings.
- Ensure that these minutes are put into a minute book which has to be stored in perpetuity.
- Record every resolution passed by the Body Corporate, whether as part of a regular meeting, or as a special resolution.

➤ **Conduct Rules**

- Trustees ensure that the owners, their tenants and visitors abide by the rules as determined by the owners of the complex.
- They ensure that they and the other Trustees abide by the Sectional Title Schemes Management Act.
- They must ensure that the Managing Agents and any other agents used to assist the Trustees in their duties abide by the Sectional Title Schemes Management Act.

➤ **Management of Common Property**

- Trustees are responsible for the control, administration and management of the common property for the benefit of all owners.
- They manage the maintenance of common property, ensuring it is always in good repair and does not depreciate in value. e.g.: gardens, swimming pool, perimeter walls, paving, roofs, etc.
- They attend to the insurance of all buildings and improvements, and must ensure that the complex is adequately covered at all times so that the owners' investment is not at risk. They are responsible for ensuring that the security system works and that access into and out of the complex is secure and well managed.

## 6. What can I do if I do not approve of the way my complex is being managed?

Any member of the Body Corporate is entitled to ask to attend the next Trustee meeting to discuss issues they may have with the management of the complex. The minutes of the meeting will reflect what is discussed. Should the problem not be dealt with satisfactorily, the member may ask for a special general meeting to be called with all the owners to discuss and vote on the problem, provided that they have the support of 25% of the owners in the complex.

Remember that the Trustees are appointed by the members and take instruction from them. Should they not carry out their duties properly, they may be voted out at an annual or special general meeting and new members may be elected.

In the event that the matter remains unresolved, the owner can refer their complaint / grievance to the Sectional Title Schemes Ombud Services (CSOS).



## 7. Responsibilities of a Managing Agent

Due to the fact that Trustees are volunteers who take on the responsibility of managing the affairs of a complex on behalf of their fellow owners, it is often practical for them to employ the services of a Managing Agent who is an expert in Sectional Title administration. The responsibilities of a Managing Agent can vary, but are usually outlined in a formal memorandum of agreement between the Trustees and the Managing Agent. This document specifies the exact procedures and services which will be undertaken by the Managing Agent.

## 8. Services offered by Selection Estates

### ➤ Financial Management

- a. We make use of a central Trust account. (We are registered with the Estate Agency Affairs Board, our trust funds are covered through our Fidelity Fund).
- b. Surplus funds are placed in investment accounts to maximise interest earnings on instruction of the Trustees / Directors.
- c. We attend to the payment of all authorised disbursements, including municipal accounts, creditors and suppliers, salaries and wages, PAYE, UIF and workman's compensation.
- d. Preparation and distribution of the monthly levy statements to owners/residents.
- e. Administration of all income and levy payments on behalf of the Body Corporate.
- f. Follow through on arrears of all levy payments and manage legal procedures where necessary.

### ➤ Administration

- a. Provide an electricity / water meter reading service on request.
- b. Advise the Body Corporate on all aspects of the Sectional Title Schemes Management Act.
- c. Completion, submission and maintenance of statutory documentation.
- d. Submit documents and facilitate lodgement of amendments to the conduct rules at the Deeds Office.
- e. Provide guidance and advice on the enforcement of the conduct and management rules.
- f. Prepare and issue clearance certificates for change of ownership.

### ➤ Insurance

- a. Arrange and manage insurance of the common property buildings and improvements for the Body Corporate and submit and manage insurance claims with the appointed insurance company.
- b. Assist the Trustees with maintenance issues on the common property,
- c. Obtaining quotes where required for approval by the Trustees.

### ➤ Accounting Functions

- a. Prepare an annual budget of income and expenditure for approval by the Body Corporate at the annual general meeting.
- b. Assist in the determination of proposed monthly levies.
- c. Preparation and submission of monthly financial reports, including performance to budget, levy roll, customer age analysis, credit control reports, investment account statement and bank statement(s) where applicable.
- d. Preparation of monthly levy roll, disbursements statement and summary of expenses.
- e. Annual audit file preparation.
- f. Arrange annual audit with appointed auditor and submit audited statements to the Body Corporate.
- g. Completion and submission of most statutory returns.

### ➤ Secretarial Functions

- a. Arrange the annual general meeting and special general meetings, prepare and distribute notices of meetings and all relevant documentation to the Body Corporate.
- b. Prepare agendas and attend to all proxies, nominations and attendance registers.
- c. Attend the annual general meeting and special general meetings and take the minutes and circulate to all concerned.
- d. Advise Trustees on all aspects of the Sectional Title Schemes Management Act and all procedural matters relating to meetings, notices, special meetings, quorums, resolutions, voting, proxies, etc.
- e. Arrange and attend Trustee meetings where required and submit minutes.



## 9. The Budget and Levy

- a. At the end of each financial year, the Trustees prepare the complex budget for the new financial year. Should they employ the service of a Managing Agent, the Managing Agent will prepare the budget for their approval.
- b. The budget is presented to the owners at the complex annual general meeting.
- c. Owners are required to approve the budget at the meeting and any objections / additions / inclusions are discussed and voted on.
- d. The amount necessary to fund all items on the budget is then apportioned on a monthly basis to each owner.
- e. The share of the costs is divided between each unit, dependant on the PQ (participation quota).
- f. This amount is then collected monthly from each owner in the form of a monthly levy.

## 10. What does my levy pay for?

- a. The levy charged to a unit will fund a proportionate share of the costs of running the communal areas, which includes the maintenance of the exterior of all units in the complex.
- b. It covers the cost of the insurance for the complex.
- c. Security, intercoms, fire alarms and extinguishers, cleaning, lighting, maintenance and repairs are a large portion of the levy fees.
- d. Auditing, tax submissions and financial administration fees for the complex are also covered by the levies.
- e. Complex rates and taxes, water, refuse removal and effluent costs for the common property, as well as complex electricity is covered by the levies.
- f. It is essential that a reserve fund is created and maintained to cover any large maintenance and repair costs for the complex, based according to the budget, e.g. painting, roof repairs, waterproofing, security upgrades, etc.

## 11. What happens if I do not pay my Levy?

- a. According to the Sectional Title Schemes Management Act, it is a legal requirement that all owners in a Sectional Title Scheme are required to pay their levies.
- b. Levies may not be withheld for any reason whatsoever.
- c. Any owner who fails to pay their levies will be handed over for debt collection and will incur legal expenses.  
Should they not make payment, they run the risk of having their property sold on auction to cover the outstanding debt.

## 12. What main items appear on my Levy Statement?

- a. Monthly levy.
- b. Effluent services - waste water removal (where applicable).
- c. Electricity with consumption figures. (Please note that electricity is read monthly and is billed two months in arrears).
- d. Water with consumption figures (where applicable).
- e. Itemised costs applicable to your complex or unit. (Examples: Special levy, reserve levy, intercom system, CSOS Levy, etc.).

## 13. Municipal bill from the local council

It is the responsibility of each owner to register for and to pay the local council monthly bill. This bill includes rates and in some suburbs, refuse removal.



## 14. Home Insurance and Household Insurance

It's a well-known fact that for most people, their home is their biggest investment. It stands to reason then that you will want to ensure that you have adequate insurance cover to protect your house and the contents in your home.

Let's look at your insurance options. There are two kinds of insurance that you need to take into consideration, **Home Insurance (structure)** and **Household Insurance (contents)**.

### ➤ **Home Insurance (structure)**

This is cover over the actual structure of your unit – i.e. the walls, ceiling, floors, doors, windows and anything that's fitted or permanently attached to them, e.g. fitted carpets, lighting, cupboards, etc. (If you took your home and removed everything not fixed down or attached to the unit, what's left would be covered by home insurance.)

In a Sectional Title Scheme, home insurance is covered by the Body Corporate, of which each owner is a member. A portion of the levy paid on each unit in the complex is allocated to insurance over the building. The home insurance is a legal requirement and is not optional.

Home insurance also covers common property.

### ➤ **Household Insurance (contents)**

It is in the best interest of any homeowner to take insurance over the contents of their home. This insurance is not compulsory and is at the discretion of the individual homeowner. It covers your own personal effects – everything which you have put in your unit: furniture, appliances, home furnishings and accessories, area rugs and loose carpets, clothing, jewellery and other items which you own and keep in your home.

You are responsible for your own household insurance and should ensure that you make arrangements to take adequate cover against loss or damage to the possessions in your home. Should you need to make a claim for items in your home, you will claim against your insurance company as per your insurance policy with them.

## 15. What is covered by Home Insurance through my Body Corporate?

This insurance covers the actual building, fixtures and fittings which make up your unit in a sectional title development. You are insured through your Body Corporate for any sudden and unforeseen events like fire, lightning, resulting water damage, impact, storm/wind, etc.

Keep in mind that the event must be an insured peril as per the policy for your complex.

## 16. What is not covered by Home Insurance?

From the above, you will know that this insurance does not cover your personal contents inside your unit. Most important to note is that you are covered only for sudden and unforeseen events which cause damage or loss of property. You are not covered for any damage which can be attributed to poor maintenance and which happens over a period of time.

e.g. If your geyser bursts suddenly and without warning, you are covered by insurance.

Policies differ from complex to complex and it is advisable to check what issues are included and excluded from cover in your policy.

### **Most policies will exclude the following:**

- Damage related to poor maintenance (damp, blocked pipes and drains, leaking taps and pipes, etc.).
- Defective design or workmanship.
- Loss or damage due to power surges or power outages.
- Retaining walls, land-slides or land subsidence (settlement cracks, etc).

It is the responsibility of all homeowners (members of the Body Corporate) to make themselves familiar with the contents of the complex insurance policy details and to avoid confusion should they need to make an insurance claim at any stage.



## 17. Insurance Excess

Insurance policies have an excess amount payable, unless the policy has an excess waiver in place. The excess is the first amount payable on the claim and is usually paid by the person making the claim against the policy. The amount may vary from insurer to insurer and for a particular claim. The excess information will be reflected in the terms and conditions of the insurance policy schedule over your complex.

When making a claim against your insurer, it will be necessary to provide a copy of the quotation from the supplier detailing the work to be done and the cost. If the claim is approved, the insurer will pay the claim, less the "excess amount" (where applicable). Please contact for more information on the insurance claim process before having any work done.

In certain instances, you may be able to claim back the excess amount from a third party.

e.g.: Claim against your neighbour for resultant water damage due to their geyser having burst.

Where you are claiming against your neighbour or the unit next door to you, you will need to submit a claim for reimbursement directly to them.

## 18. Submitting Emergency Insurance Claims

### Emergency Claims

In certain instances, insurers accept that emergency repairs are necessary. These include a burst geyser or burst water pipe or a security issue. Because these need immediate attention, the usual process necessary for general claims is not followed. In an emergency, repairs must be carried out immediately, without the need for obtaining two quotes or waiting for an assessor to inspect the premises. Provided that the claim submitted is within reasonable costs for the work carried out and provided that the correct information is submitted, (invoice and contractor report), the claim will still be processed.

#### ➤ **Burst Geyser**

It is important to understand that the geyser which supplies hot water to your unit belongs to you, irrespective of where it is situated in the complex. The Trustees, Managing Agent, complex caretaker and estate manager are not permitted to tamper with your geyser, except to turn off the water supply to prevent damage to property.

What to do when you have a burst geyser / leaking geyser

- a. Immediately turn off the water supply to the unit, as well as the geyser switch at the DB board to minimize the resultant damage.
- b. Contact your Managing Agent, who will in turn guide you further. In the event of an after hour emergency, appoint a contractor to attend to the repair / replacement of the geyser and forward the invoice, together with the proof of payment to the Managing Agent for submission to the Insurance Company.
- c. If there is an excess amount payable on the claim the Managing agent / Insurance Broker will notify the owner of costs.
- d. There might be insurance excess and a limit in place. These details can be found in the details of your complex insurance policy.
- e. An excess is the amount not included in any claim and it is usually payable by the owner, unless the insurance policy has an excess waiver in place.
- f. A limit is the maximum amount that the insurers will accept for the replacement of a burst geyser. Anything over this limit is payable by the owner.
- g. Some insurers use call centres for geyser replacements and an additional excess might apply if you don't use their call centre.
- h. Please note that all insurance claims must be lodged within **30 days** of the loss.
- i. In cases of water damage, every effort must be made to limit the effects on the unit. Carpets should be professionally cleaned and dried in order to ensure no further damage results.
- j. Resultant water damage will only be repaired once the insurer has approved the quotes; therefore it is very important to send quotes urgently.
- k. The insurance policy will cover not only the replacement of the geyser, but will also cover the resulting damage costs like ceiling and carpet damage.



➤ **What to do if you have a leaking or burst pipe**

Insurance policies are very specific on cover over a leaking or burst water pipe. You will have cover should you experience a "sudden and unforeseen bursting of a water pipe". Resulting damage from this will also be covered.

You will not be covered for pipes leaking due to wear and tear OR gradual deterioration of a pipe. Leaking/dripping taps, shower waterproofing, roots growing into waste pipes, faulty seals, rising damp, etc. are also not covered. These are considered to be maintenance issues and are the responsibility of the owner. Resulting damage from a leaking pipe will be considered as a claim by insurers.

However, should you experience a sudden pipe burst, you may follow the procedure below in order to lodge your insurance claim.

- a. Immediately turn off the water supply to the unit to minimize the resultant damage, also turn off the geyser switch at the DB board.
- b. Call your plumbing contractor and arrange to have the water leak attended to immediately OR contact your Managing Agent for guidance / assistance.
- c. You will need to obtain proof of repair once the work is completed, i.e. the invoice, as well as a report stating what caused the pipe to burst.
- d. If you used your own plumber, pay the plumber in full for the cost of the work done and claim back from insurance.
- e. A copy of the invoice and report should be forwarded to the Managing Agent. Insurance will settle the claim, less your excess amount (if applicable) and any amount which exceeds their limit.
- f. Please note that all insurance claims must be lodged within 30 days of the loss.

➤ **What to do if your burst geyser or pipe has caused water damage**

- a. It is essential to note that the owner is responsible for ensuring he / she takes measures to minimize water damage claims and to prevent any further damage to property. The occupant of the unit should soak up any excess water immediately and have the carpets professionally cleaned and dried as soon as possible.
- b. Should you have a rusted or leaking pipe which results in a burst pipe, the cost of repairs and replacement of the pipe will not be covered by insurance. However, the water damage which results from this could still be covered by the insurance policy.
- c. In this instance, you are required to submit an insurance claim along with quotations and a damage report for the necessary repairs from two different contractors, for insurance to consider.
- d. Once submitted, resulting damage repairs may only begin once you have received approval from the insurers.
- e. If you experience a delay in obtaining the quotations, you should still submit your claim form so that the claim can be registered timeously, within 30 days from date of loss.

## 19. Submitting Non-Emergency Insurance Claims

Listed below is the procedure to be followed for any claim other than an emergency claim as listed above:

- a. Firstly, it is essential to establish whether or not you have a claim against your complex insurance. (Is it a sudden, unexpected problem caused by fire, lightning, water, etc.?)
- a. Does it involve the actual structure of the unit and your fixtures and fittings?)
- b. If your claim qualifies, you should immediately contact the insurance Broker or Managing Agent.
- c. The insurance broker will send you a claim form and can assist with the completion of the form.
- d. There will be an excess payable by the owner of the unit as per the policy.
- e. The insurance company will require two quotes as soon as possible, at which stage they will either approve one of the quotes or send an assessor to establish the extent of the damage.
- f. Once insurers approve a quote, the contractor will contact the occupant of the unit to arrange for access to the premises in order to carry out the necessary work.
- g. On satisfactory completion of the work, the insurer will settle the claim, less the excess payable by the owner.

➤ **What to do for roof leaks and / or resulting damage**

- a. If your roof suddenly starts leaking, you may claim against the insurance held by Body Corporate. (The policy will not cover damage due to normal wear and tear).
- b. Body Corporate will arrange for the roof to be repaired and will submit the invoice and a report from the contractors stating the cause of the damage, to the insurers.
- c. You may claim for resultant damage to your ceiling, carpeting and any other fixture in your unit via within 30 days from the date of loss.



- d. Remember, you cannot claim damage to items in your home (TV, Hi-Fi, furniture, etc.) from home insurance. These items must be insured on a separate household insurance policy which is your responsibility and for your account.
- e. The insurers will then require two quotes for resulting damage for consideration and approval (where applicable).

➤ **What to do for balcony leaks and / or resulting damage**

- a. The balcony repair itself is not covered by the insurance, unless it can be attributed to a single/sudden event, and no repairs attributed to maintenance are covered under the insurance policy. Depending on whether the balcony is part of the section or forms part of common property, will determine who is liable for the repair. For more details on who is responsible, please contact your Managing Agent or Insurance Broker.
- b. Resulting damage caused by a leaking balcony may be covered. Submit the claim to lodge with the insurance brokers for consideration. Claims will only be considered once leaks have been repaired.

➤ **What to do for a leak from a neighbouring unit (above or next door) and / or resulting damage**

- a. Notify the owner of the unit above/next door as soon as you suspect that there is a leak.
- b. Should you require their details, contact your Managing Agent to obtain contact details.
- c. You will need to lodge a claim for resultant damage with within 30 days from the date of loss.
- d. Should the owner not attend to the leak, you should contact either your Trustees or your Managing Agent for assistance.
- e. They will liaise with the owner to ensure that the repairs are attended to promptly, so that the insurance claim can continue.
- f. Claims will only be considered once leaks have been repaired.

➤ **What to do if you have a theft claim**

Firstly, remember that your complex insurance policy will only cover the actual building structure of your unit, as well as the fitted fixtures.

You may therefore only claim on the complex insurance should someone steal/damage something which constitutes a fixture.

To claim for personal items (appliances, furniture, jewellery, etc), you will need to have a household insurance policy which will be for your account.

You will have to report this to the South African Police Service (SAPS) and obtain a case number to include with your insurance claim. If no case number can be provided, insurers cannot process the claim.

➤ **What to do for an impact damage claim**

You will need to include an SAPS case number with your claim.

- e.g.
- 1. Someone drives into your kitchen wall and knocks a hole through it.
  - 2. A tree falls onto your roof during a heavy storm.

Where the damage has been caused by a third party, their details must be supplied in addition to the police case number.

## 20. Complex Maintenance

The Body Corporate appoints the Trustees to manage the affairs of the complex. In some instances, they may appoint a caretaker to take care of the maintenance of common property areas. Maintaining the common areas is a major part of the Trustees' responsibility and they will ensure that the external walls of the complex are repainted and kept damp free, that the security systems are operating correctly, the gardens are maintained and enhanced, etc. If you have a problem with maintenance in your complex, e.g. security issues, gardening issues, common property leaks, etc, please refer these to your Trustees.

Any maintenance issue inside a unit is the responsibility of the owner, unless the issue is as a result of a maintenance problem on the exterior of the unit. E.g. if there is water damage due to a leak in the roof (the roof is maintained by the Body Corporate) or when there is a crack in the external wall of the unit. Any internal maintenance must be handled by the owner who should call in his own contractor to attend to the problem. The owner will be responsible for payment on work done.



## 21. Complex Rules

There are two sets of rules which govern the management of a Sectional Title Scheme and which provide for the control, management, administration, use and enjoyment of the sections and the common property.

At the inception of a Scheme, standard **MANAGEMENT** and **CONDUCT RULES** are established, usually by the developer of the complex. These standard rules may later be amended to meet the specific needs of the individual complex at the first annual general meeting, when owners meet to discuss the management of their own complex. It is important that owners and all residents of the complex familiarise themselves with the rules, both in consideration for others and in protecting their own interests.

### ➤ **The Prescribed Management Rules (As per the Sectional Title Schemes Management Act)**

The prescribed management rules control the running or management of the Scheme. The Trustees are the “managers” of the Scheme. Trustees, and the appointed Managing Agent, are responsible for enforcing the prescribed management rules.

The prescribed management rules may only be changed or added to, at an annual or special general meeting which is convened with 30 day notice. The meeting will require an 80% quorum and a unanimous resolution, (100% agreement of the persons present in person or by proxy), to pass the changes to the prescribed management rules. The new rules must be submitted to CSOS for approval.

### ➤ **The Conduct Rules**

The conduct rules lay down guidelines for the conduct of owners and their guests and tenants. Trustees, and anyone they appoint to assist with the day to day running of the Scheme (Managing Agent, caretaker, estate managers, security company, etc), are responsible for enforcing the conduct rules.

The conduct rules may only be changed or added to, at a special general meeting which is convened with 30 day notice. The meeting will require a standard quorum and a special resolution, (75% agreement of the persons present in person or by proxy), to pass the changes to the conduct rules. The new rules must be submitted to CSOS for approval. The rules are only enforceable upon receipt of the signed Certificate from CSOS.

## 22. Duties of Owners and Occupiers of Sections

In terms of section 13 of the Sectional Title Schemes Management Act, an owner must:

- a. Permit any person authorised in writing by the body corporate, during reasonable hours and on notice (except in case of emergency, when no notice is required), to enter his or her section or exclusive use area for the purposes of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the section and capable of being used in connection with the enjoyment of any other section or common property, or for the purpose of ensuring that this Act and the rules are being observed;
- b. Forthwith carry out all work that may be ordered by any competent authority in respect of his or her section, other than such work as may be required for the benefit of the building generally, and pay all charges, expenses and assessments that may be payable in respect of his or her section;
- c. Repair and maintain his or her section in a state of good repair and, in respect of any exclusive use area, keep it in a clean and neat condition;
- d. Use and enjoy the common property in such a manner as not to interfere unreasonable with the use and enjoyment thereof by other owners or other persons lawfully on the premises;
- e. Not use his or her section or exclusive use area, or permit it to be used, in a manner or for a purpose which may cause a nuisance to any occupier of a section;
- f. Notify the body corporate forthwith of any change of ownership or occupancy in his or her section and of any mortgage, and
- g. When the purpose for which a section or exclusive use area is intended to be used is shown expressly or by implication on or by a registered sectional plan, not use nor permit





such section or exclusive use area to be used for any other purpose: provided that with the written consent of all owners such section or exclusive use area may be used for that purpose as consented to.

## **23. Owner's Failure to maintain his / her Section**

If an owner:

- a) Fails to repair or maintain his section in a state of good repair as required by Section 13 of the Sectional Title Schemes Management Act or fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment, and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the Trustees or the Managing Agent on their behalf, the Body Corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

## **24. Determination of disputes by Consultation**

An owner has the right, within 14 days of an incident or receipt of correspondence, whichever is longer, to lodge an objection with the Trustees in writing, which written objection is to be delivered to the offices of the Managing Agent. Upon receipt of the objection, the Managing Agent will forward a copy of the written objection to the Trustees for consideration, deliberation and discussion after which a written reply will be sent to the author of the written objection within a period of 14 working days from receipt of the objection. If the owner remains unsatisfied, the owner has 14 working days to submit a written request for a meeting with the Trustees. This meeting must take place within 30 working days. During this meeting, the Chairperson of the Trustees will provide the owner an opportunity of presenting their case. To prevent protracted proceedings, each party will be provided 15 minutes to present their case, after which, each party will be provided 10 minutes to respond. The meeting will be closed. The Trustees will consider, deliberate and discuss the matter and a final decision of the Trustees will be communicated in writing to the author within 7 working days of the meeting.

## **25. Determination of disputes by Arbitration**

Any dispute between the Body Corporate and an owner or between owners arising out of or in connection with or related to the Sectional Title Schemes Management Act, the Management rules or Conduct rules, save where an interdict or any form of urgent relief may be required or obtained from the Community Schemes Ombud Services or a Court having jurisdiction, shall be determined in terms of these rules.



# 271 HULL ROAD TERRACES BODY CORPORATE

## b) Conduct Rules

1. USE OF A SECTION AND COMMON PROPERTY
2. DAMAGE, ALTERATIONS OR ADDITIONS TO A SECTION AND COMMON PROPERTY
3. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS, CHILDREN, ETC.
4. REFUSE DISPOSAL
5. VEHICLES
6. PARKING
7. ANIMALS, REPTILES AND BIRDS
8. LEVIES AND CREDIT CONTROL
9. INSURANCE
10. LETTING AND OCCUPATION OF UNITS
11. ERADICATION OF PESTS
12. WALKWAYS, PATHWAYS AND DRIVEWAYS
13. WATER USAGE
14. SIGNS AND NOTICES
15. CONDITIONS FOR APPROVAL FOR ALTERATIONS AND / OR RENOVATIONS TO ANY SECTION
16. DOMESTIC STAFF
17. GENERAL
18. PENALTIES

### 1 USE OF SECTION AND COMMON PROPERTY

No owner or occupier of a Section may

- 1.1 without the prior consent of the Trustees:
  - 1.1.1 use the Section for any purpose other than residential purposes;
  - 1.1.2 hold or permit to be held any sale or auction of goods or a fete on the Section or on the Common Property;
  - 1.1.3 place on display any sign, notice, billboard or advertisement on the buildings, the Common Property or the Section so as to be visible from outside the building;
  - 1.1.4 erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the Common Property.
  - 1.1.5 remove any shrub, tree or plant on or in the Common Property;
  - 1.1.6 erect washing lines nor hang any washing or other items on any part of the building or the Common Property so as to be visible from outside the building or any other Section nor be exposed to view on the premises in any unsightly manner whatsoever.

Residents are to make use of the washing lines provided in the dedicated washing line areas.

Failing to adhere to the above may result in fine in the amount of R200.00 per occurrence being debited onto the levy account of the responsible owner.





- 1.1.7 cause any disturbance, injurious or objectionable trade or business of any kind to be carried on in any Section/unit or building and such Section shall, at all times be kept in such a state as not to be a nuisance or annoyance to any owner and/or occupier and surrounding neighbours.
- 1.1.8 drill into any concrete slab of any Section or any other part of the buildings and/or Common Property due to the predetermined reinforcement of such concrete slabs. Any owner and/or occupier desiring such drilling shall be liable for the cost of a Structural Engineer's Report from a Structural Engineer approved of by the Trustees confirming that such drilling does not interfere with the structural condition and reinforcement of the buildings.
- 1.2 An owner or occupier shall not place or do anything on any part of the Common Property or on his Section which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building.
- 1.3 An owner or occupier shall not deposit, throw or permit or allow to be deposited or thrown on the Common Property any rubbish, including dust, food scraps, cigarette butts or any other litter. In the event of an owner or occupier not complying with the provisions of this sub clause then, the Trustees shall at their sole discretion be entitled to impose and collect a monetary fine payable by the owner of that Section.
- 1.4 Refuse is to be placed in a securely sealed garbage bag and placed in the garbage receptacle (trolley/wheelie bin) located in the refuse area. No refuse bags are to be left outside on common property at any time. In the absence of a garbage receptacle, please place the sealed garbage bag in the refuse room adjacent to motor gate.

## **2 DAMAGE, ALTERATIONS OR ADDITIONS TO A SECTION AND TO THE COMMON PROPERTY**

- 2.1 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 prior written consent of the Trustees. The Trustees shall have the right to recover from an owner of a Section any cost of repair damages caused by an owner or occupier.
- 2.2. To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to:
  - 2.2.1. Install any locking device, safety gates, burglar alarm or other safety devices for the protection of a Section;
  - 2.2.2. Install a canopy on a Section or exclusive use area.
  - 2.2.3. Install a screen or other device to prevent the entry of animals, insects, etc.
  - 2.2.4. Install a private / external satellite dish, etc. An owner or occupier may not install a private satellite dish/antennae on common property.
  - 2.2.5. Make any structural, decorative or other alteration or addition to a Section externally or internally to the extent that it can be seen externally.
- 2.3. All building alterations are to be approved and dealt with in terms of clause 16 below. Building operations are to be conducted during standard working hours which is Monday - Friday between 8.00 -17.00. Any deviation from these set hours is to be approved by the Trustees of the Body Corporate. All building rubble to be removed and cleaning of areas is to be done daily and for the owner's account.
- 2.4. An owner wishing to enclose a portion or the whole of his / her Unit and have it included within his/her Section shall firstly obtain the consent for such enclosure by way of a special resolution from the body corporate and if granted, shall thereafter submit plans and obtain approval from the controlling authority. Once enclosed, it is the liability of the owner of the Section to make contributions in terms of Section 3(2 ) or any reduced value having been attached to his/her vote and should be adjusted in order to eliminate any reduction attributed to this alteration.
- 2.5. An owner or occupier of a Section shall ensure:
  - 2.5.1 that any broken window pane is replaced within 3 days of breaking from whatsoever cause



- 2.5.2 that all curtains are lined with a white or cream fabric. Blinds are to have a white or cream backing unless they are wooden blinds.
- 2.6 An owner or occupier of a Section shall not place or do anything on any part of the Common Property, entrance to their Unit, or Exclusive Use Area which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from outside of the Section.
- 2.7 The **Hull Road Terrace Body Corporate**, the Trustees or its employees shall not be responsible for any loss, death, damage or injury sustained on the premises for any cause whatsoever.
- 2.8 The Body Corporate is not responsible for any interruption to the electricity supply, power drop/surge, nor for any loss or inconvenience any person may suffer in consequence thereof.
- 2.9 Damage to common property caused by an accidental, wilful or negligent act by an owner, a member of his/her household, an Owner's tenant, employee, contractor, domestic worker, cleaner, gardener, visitor or any other person permitted access onto the premises, will result in the owner being held responsible for the full cost of restoring the common property to its original condition, free of defects, by a preferred service provider appointed by the owner or the Trustees on behalf of the Body Corporate.
- 2.10 In the event that the damage to common property causes / compromises the security integrity of the complex, it is to be understood that the services of a security guard can / may be appointed, at the discretion of the Trustees, until such time that the damaged common property is restored. The cost of the security guard will be borne by the owner of the unit responsible for the damages.
- 2.11 A fine up to the maximum amount of 1 months levy will be debited onto the levy account of the responsible owner should it be found that any damage caused to common property (read as motor gate, boundary walls or external unit walls, carport structures, Access control equipment, electric fencing, etc.) results from an act of negligence by an owner, a member of his/her household, an Owner's tenant, employee, contractor, domestic worker, cleaner, gardener, visitor or any other person permitted access onto or out of the premises.

### **3. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS, CHILDREN, ETC.**

All owners and occupiers shall ensure that their use of their Section and or the Common Property and its facilities is at all times conducted in such a manner as not to:

- 3.1.1 cause a nuisance, disturbance or inconvenience to any other owner or occupier, particularly in the form of loud music radio or TV.  
In keeping with an owner's duty not to use his section or exclusive use area (read: including common property), or permit it to be used in such a manner or for such purpose as shall cause a nuisance/disturbance to any owner of a section, residents shall not be allowed to play loud music after 10pm Sunday through to Thursday, and after 11.30pm Friday and Saturday. In the event of a nuisance/disturbance taking place, written warning will be issued. Should this nuisance/disturbance occur again within an occurrence of 30 days, a fine will be levied against the responsible owner's levy account of R 500.00 for each and every occurrence.
- 3.1.2 detrimentally affect the rights and interests of other owners or occupiers.  
Owners and occupiers shall be responsible for the behaviour of their employees, children and guests and shall be liable for any damage caused by them. Any damage caused by such employees, children or guests shall be repaired at the cost of the owner or occupier concerned, within 14 days of notice by the Trustees, to the satisfaction of the Trustees.



- 3.2.1 No children are permitted to play in the parking areas, or common areas.
- 3.2.2 Children are to be supervised at all times while on the common property and it is in everybody's best interest that when driving on the common property, that notice is taken of children and the elderly. The owner of the section concerned must remedy damage caused by children to common property.
- 3.2.3 Children are not to play in areas where they can damage common or private property e.g. motor vehicles, or be at risk of being struck by a motor vehicle.
- 3.2.4 Children are subject to the Conduct Rules in the same manner as adults.
- 3.2.5 No ball games, skateboarding, bicycles, roller blades or similar activities are permitted in the drive way or parking bays.

Failing to adhere to the above may result in fine for the amount of R200.00 per occurrence being debited onto the levy account of the responsible owner.

#### **4 REFUSE DISPOSAL**

- 4.1 An owner or occupier of a Section shall:
  - 4.1.1 Maintain in a hygienic and dry condition, a receptacle for refuse within his Section, his Exclusive Use Area or on such part of the Common Property as may be authorised by the Trustees in writing.
  - 4.1.2 Ensure that before refuse is placed in such receptacle it is securely wrapped or in the case of tins or other containers, completely drained. Refuse may not be handled in contravention of municipal regulations. Broken glass or any other similar material must be wrapped in a double layer of newspaper.
  - 4.1.3 For the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees.
  - 4.1.4 When the refuse has been collected, promptly return such receptacle to his Section or other area referred to in paragraph 4.1.1.
  - 4.1.5 No refuse may be left outside any Section/unit of the property except for collection on the date of collection. It may not be left out overnight.

#### **5. VEHICLES**

- 5.1 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 written consent of the Trustees. The Trustees may cause to be removed, wheels clamped or to be towed away from the building at the risk and expense of the owner of the vehicle parked, standing or abandoned on the Common Property without the Trustees consent.
- 5.2 No Owner, Occupier or visitor is permitted to drive a vehicle on common property without a valid driver's license
- 5.3 Owners and occupiers of Sections shall ensure that their vehicles and the vehicles of their employees, visitors and guests do not drip oil or brake fluid on the Common Property or in any other way deface the Common Property. If dripping occurs, its removal will be for the account of the owner or occupier concerned. Owners who fail to attend to the timeous removal of the oil stains will be subject to a charge of R 500.00 for the cleaning of the area in question, the cost of which will be debited to the levy account of the responsible owner
- 5.4 No owner or occupier will be permitted to dismantle or carry out major repairs to any vehicle on any portion of the Common Property, an exclusive use area or a Section, unless in the event of an emergency, e.g. Changing a flat vehicle tyre.
- 5.5 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle standing, abandoned, unroadworthy or not capable of moving under its own power parked on the common property.

- 5.6 Only vehicles owned by owners or occupiers may be washed on the Common Property. The use of hose pipes and taps for the purpose of washing vehicles is restricted to owners or occupiers and is subject to any general water usage restrictions in force from time to time.
- 5.7 Hooters shall not be sounded within the Sectional Title Scheme other than in emergencies.
- 5.8 Vehicles may be parked only on such areas of the scheme as are specifically indicated or approved by the Trustees for that purpose and in such a way that the flow of traffic and access to and egress from driveways are not obstructed.
- 5.9 Damaged vehicles and vehicles that are not in general use, or that are not roadworthy may not be parked within the scheme other than for such short periods as may be approved in writing by the Trustees.
- 5.10 No trucks, caravans, trailers, boats or other heavy vehicles shall be parked on the common property or in a parking bay without the consent of the Trustees in writing who may specify any conditions, location or duration. These vehicles may be parked on the common property for the purpose of loading and unloading only. Access by heavy vehicles i.e. in excess of 8 tons may only be given after written consent of the Trustees has been obtained.
- 5.11 Vehicles parking or entering the scheme are subject to the express condition that it is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the Common Property;
- 5.12 Motor vehicles of visitors may only be parked on 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 any owner or any member of their staff park their vehicles in such areas;
- 5.13 Motor Cycles can only be used on the common property for the purpose of gaining access to or egress from the premises and always in a manner that will not cause unnecessary noise or nuisance.
- 5.14 Repairs to and reconditioning of vehicles on the Common Property are not permitted;
- 5.15 Owners shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to parking bays or otherwise;
- 5.16 Vehicles to engage into first gear and travel at an idle on any portion of the common property.

## **6. PARKING**

- 6.1 Parking is to be confined to the specific parking area allocated to each owner/occupier
- 6.2 Visitors are to use only those bays reserved and demarcated for visitors. A breach of this rule will entitle the Trustees to have any offending vehicle clamped and/or towed away from the building at the risk and at the expense of the owner of the vehicle or alternatively the owner of the Section.
- 6.3 Should an owner, a member of his/her household, an Owner's tenant, employee, contractor, domestic worker, cleaner, gardener, visitor or any other person permitted access onto the premises be found to be tandem parked, illegally parked or not parked within the demarcated lines of a parking bay, a fine of R 200.00 per occurrence will be levied onto the account of the responsible owner.

- 6.4 Under no circumstances will parking in front of fire hydrants be permitted. A breach of this rule will likewise entitle the Trustees to have any offending vehicle removed or towed away, to a public road or garage at the expense of the owner of the vehicle or alternatively the owner of the Section.

## 7. ANIMALS, REPTILES AND BIRDS

- 7.1 An owner or occupier of a section shall not keep any reptile or bird in a section or on the common property.
- 7.2 An owner or occupier is permitted to keep two small pets (two dogs or one dog and one cat or two cats) in their dwelling. It is to be noted that the harbouring of the two pets is subject to the following conditions:
- The dogs/cat shall be housed within the confines of the property (i.e. the section and the garden).
  - The dogs/cat shall be housed within the unit during the night, and must be on a lead when walking on the Common Area. A provision for a poop scoop is to be made.
  - The dogs/cat may not cause a disturbance to other residents.
  - All dog droppings must be secured in a leak proof package and deposited with your waste material on the appropriate day in the designated area for collection.
  - Dog/cat droppings must be collected twice daily and may not be allowed to lie on the exclusive use area or Common Property and cause a nuisance to other residents.
  - Should the dogs/cat for whatsoever reason die, the dogs/cat may not summarily be replaced without the written permission of the Trustees.
  - The dogs/cat shall carry an identity disk at all times.

<b><i>Dog Size</i></b>	<b><i>Dog Weight kg</i></b>	<b><i>Examples of Breed</i></b>	<b><i>Neck Girth cm</i></b>	<b><i>Length</i></b>	<b><i>Chest Girth cm</i></b>
Extra Small	1 – 4.5	Yorkies, Chihuahuas, Pomeranians, Maltese, Papillion's	26 - 28	21	38 - 46
Small	5 – 11.5	Jack Russell, Dachshunds, Bichons Frises, French Bulldog	34 44	29	44 - 56

- 7.3 The Trustees may revoke such approval, should the owner or occupier fail to comply with the prescribed conditions.
- 7.4 Any owner/occupier who has been granted authority to keep or harbour any pet shall ensure that such pet does not foul any part of the Common Property or otherwise cause any nuisance. Owners/occupiers concerned will be responsible for cleaning up any fouled Common Property and/or for any costs or damages incurred by such pet or for any such cleaning.
- 7.5 It is to be noted that owners and occupiers of sections do not have an automatic right to harbour pets in the dwellings. Applications for the harbouring of a pet are to be received and approved by the Trustees (in writing) prior to taking occupation in the complex. Post occupation applications will not be considered until such time as the defaulting occupant is once again in good standing (i.e. the illegal pet has been removed from the complex and the necessary written applications submitted and approved by the Trustees). Failing to

adhere to the above may result in fine for the amount of R200.00 per occurrence being debited onto the levy account of the responsible owner.

## 8 LEVIES & CREDIT CONTROL

- 8.1 The purpose of a levy is to pay for common property electricity, water, rates and taxes, refuse, sewerage, maintenance, insurance of building (but not contents thereof), employees' salaries, management fees etc. used for the maintenance and administration of **Hull Road Terrace**. Failure to pay these accounts by the Body Corporate simply results in the suspension of a service for which all will suffer.

Levies and all other monies due to the Body Corporate are due and payable on the first day of each month. Failure to pay monies promptly when due, will result in the debiting of interest, calculated at an interest rate stipulated by the Trustees from time to time. An administration fee payable to the Managing Agent will also be applicable. Legal action will be taken against defaulters and all costs of recovery will be for the account of the registered owner.

Any payments received will be allocated to all arrear charges first. Only once all arrears have been cleared will payments be allocated to current amounts, in the following order – admin charges, interest, legal fees, levy, and then electricity.

Payments can be made by means of:

- Bank Deposit/electronic transfer: Into the Body Corporate's designated Bank Account  
Proof of deposit, with reference number, should be forwarded to the Managing Agent by fax or email.
- Debit Order arranged via the offices of the Managing Agent (where possible).

Monthly statements may be posted / emailed to the owners by no later than the 25<sup>th</sup> of the month. Failure to receive a monthly statement in no way affects the owner's obligation to pay the levy account on due date. Any queries must be resolved with the Managing Agent during normal office hours.

### 8.2 Credit control policy

- 8.2.1 The annual levy approved at the Annual General Meeting is payable by all registered owners, as well as future registered owners, in 12 equal monthly installments and that each instalment is due in advance on the 1<sup>st</sup> day of each month, payable on or before the 7<sup>th</sup> day of each month. (Read: The payment is to have cleared in the Body Corporate designated bank account on or before the 7<sup>th</sup> day of the month).
- 8.2.2 Any levy account, including all ancillary costs, not settled on or before the 7<sup>th</sup> day of the month will attract interest at the rate of 2% per month (24% per annum, compounded monthly) on the outstanding balance.
- 8.2.3 The Managing Agent direct a reminder SMS on the 8th, 9th and 10<sup>th</sup> day of the month to all owners whose levy account, including ancillary costs, is not settled. Each reminder SMS will carry an administration cost of R 10.00, which is to be recovered from the responsible owner.
- 8.2.4 If a levy account, including ancillary costs, is not settled by the 7<sup>th</sup> day of the month, the Managing Agent be instructed to forward appropriate "Arrear" correspondence, with the administration cost thereof amounting to R 50.00 being recovered from the responsible owner.
- 8.2.5 If a levy account and ancillary costs remain in arrears for a period of 60 days, the monthly levy reverts to an annual levy and is then payable immediately upon said 60<sup>th</sup> day of the levy account being in arrears. The Managing Agent is instructed to



hand the account over to an Attorney or to CSOS (Community Schemes Ombud Services) for collection and that all costs relating thereto be recovered from the responsible owner.

- 8.2.6 The administration cost relating to the forwarding of correspondence to an owner in contravention of the Sectional Titles Act, be forwarded by the Managing Agent at an administration cost of R 200.00 per correspondence the cost of which is to be recovered from the responsible owner. This administrative cost applies to electronic / posted / hand delivered correspondence.

## **9. INSURANCE**

- 9.1 The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular Section, which shall at all times be the sole responsibility of the owner/occupier in question.
- 9.2 An owner/occupier shall not do or permit to be done in his Section or on the Common Property anything which will or may increase the rate or premium payable by the Body corporate on any Insurance policy or which may tend to vitiate any such Insurance policy nor bring onto the premises or building any hazardous substances and/or any form of machinery whatsoever without the prior written consent of the Trustees of the Body Corporate.
- 9.3 An owner/occupier shall not store or harbour upon the Common Property or any part thereof or in his Section any goods which may vitiate any fire insurance policy held by the body corporate or Increase the premium payable in respect of such policy.
- 9.4 The Trustees shall have the right to collect any increased insurance premium payable from the owner of a Section should the Trustees issue an authority in terms of 9.2 above.

## **10 LETTING & OCCUPATION OF UNITS**

- 10.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. It shall be the owner's responsibility to furnish any tenant/s with a copy of the Conduct Rules.
- 10.2 That no such letting shall in any way release the owner from any of his obligations in terms of the provision of the Sectional Title Schemes Management Act, the Prescribed Management Rules or the Conduct Rules.
- 10.3 An owner must advise the Trustees, in writing, of his intention to let his section and provide the Trustees with the name and contact number of the new occupiers of his section and the intended duration of the lease and the number of occupants.
- 10.4. No owner shall lease or otherwise grant right of occupancy to any person illegally or contrary to any law or Act.
- 10.5 An owner shall not contravene, or permit the contravention, of any Law, By-Law, ordinance, proclamation or statutory regulation or the conditions of any license, relating to or affecting the occupation of the building, or so contravene or permit the contravention of the conditions of title applicable to his section or any other section or to his exclusive use area.
- Overcrowding is in direct transgression to the Municipal By-Laws as well as the Sectional Titles Act. The Municipal By-Laws states that only one family may reside in a unit where there is only one ablution facility.

The following will be allowed to prevent overcrowding per unit.



- 1 bedroom = 2 adults and one small child up to pre-school age
- 2 bedrooms = 4 adults
- 3 bedrooms = 2 adults and 3 children 1 child up to age 18 and 2 small children up to primary school age

Please note that the Trustees have no objection to a guest / visitor / family / friends staying in the unit for a reasonable period of time (7 to 10 days). Any period in excess hereof will be regarded as permanent occupation and consequently overcrowding.

- 10.6 Failing to adhere to the above may result in fine for the amount of R200.00 per occurrence being debited onto the levy account of the responsible owner.

## 11. ERADICATION OF PESTS

An owner shall keep his Section free of pests, 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 his Section from time to time for the purpose of inspecting the Section and to take such action as may be reasonably necessary to eradicate any such pests, The costs of inspection and/or 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.

## 12. WALKWAYS, PATHWAYS AND DRIVEWAYS

The walkways, pathways and driveways must at all times be kept clear by all owners so that others may use them as thoroughfares to gain access to their Units, Exclusive Use Areas and common property areas.

## 13. WATER USAGE

No fire-hose may be used for personal use i.e. watering gardens, cleaning vehicles, washing windows etc. Water is to be used sparingly. Do not waste! Ensure that all plumbing is in good order and that no leaks or drips exist. Use hoses and sprinklers with constraint – monitor the usage, as each owner does not pay for the amount he uses but shares in the cost on a participation quota basis.

Sprinklers may only be installed with the written permission of the Trustees.

Failing to adhere to the above may result in fine for the amount of R200.00 per occurrence being debited onto the levy account of the responsible owner.

## 14. 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 written consent of the Trustees first having been obtained. Signage will be governed by standard design guidelines, and the placement of such signs is to be governed by the Trustees. Only signage with direct reference to the type of business being conducted on any Section will be permitted.

## 15. CONDITIONS OF APPROVAL FOR ALTERATIONS AND / OR RENOVATIONS TO ANY SECTION -DEVELOPMENT DESIGN CRITERIA

The conditions set out herein are in the interests of all who have invested in The Body Corporate. It is the function of the Body Corporate and all owners to see that these conditions are adhered to.

- 15.1 The following broad definitions will apply:

(a) "**Alterations**" shall mean, any work involving structural alterations or additions to a Section or Unit including the removal, creation or modification of a wall or any structural





part of the building and shall include any alteration, modification or decorative work which affects the exterior appearance of a Section or unit.

(b) "**Renovations**" shall mean any internal redecoration or refurbishment of the existing decor of an interior unit or Section including the replacement, removal or creation of internal fittings.

The Trustees will apply their minds as to whether the work proposed constitutes as alteration / renovations.

- 15.2 An owner shall not make any alterations to his Section, exclusive use area or the Common Property which affects the appearance of the building in any way whatsoever without the prior written approval of the Trustees.
- 15.3 An owner shall not make any alterations to his Section, exclusive use area or the Common Property which are likely to impair the stability of the building or the amenity of other Sections or the Common Property.
- 15.4 The procedure for obtaining the approval of the Trustees is as follows:
- 15.4.1 **Alterations:** Where alterations, as defined above, are involved:
- (a) The application with sketches (both plans and elevation drawings) of the proposed alterations must be submitted to the Body Corporate for Agreement in principle to be obtained from the Board of Trustees which consent shall not be unreasonably withheld. The costs of preparing such plans shall be borne by the owner of the Section.
  - (b) Thereafter, it is the responsibility of the owner to then see that, if necessary professionally prepared plans [which may not deviate from the sketches as mentioned in (a) above] are duly approved by the Local Authority.
  - (c) A copy of the plans as approved by the Local Authority must be submitted to the Trustees - alternatively the Trustees must be supplied with evidence satisfactory to them that such approval is not required.
  - (d) If the Trustees reasonably consider it necessary, they shall be entitled at the cost of the applicant to seek the advice of an architect (or other professional assistance) as to the acceptability of the proposals.
- 15.4.2 **Renovations:** Where only renovations as defined above are proposed, written application should be submitted to the Body Corporate during office hours.
- 15.5 Written confirmation that the work may proceed will be conveyed to the applicant by the Trustees with whom a date for the commencement of the work shall be arranged. The Trustees will supply information as to when access may be granted to workmen and regarding the maintenance of security within the building.
- 15.6 No work may be started until written approval has been conveyed by the Trustees as above and the deposit mentioned below has been paid to them.
- 15.7 The owner accepts responsibility for any damage caused by him or his contractors to Common Property or to other units or other exclusive use areas in the building and indemnifies other owners against all such damage. This includes damage to the movable contents of adjoining units which can be attributed to the effects of the work being carried out.
- 15.8 Work will only be permitted on the terms stipulated by the Trustees.  
The conditions that apply are:
- (i) Demolition work shall be completed within one working week (5 days) of commencement date, and the entire alteration shall be completed within 2 calendar months. Should additional time be required, application to this effect shall be made to the Trustees for consideration.
  - (ii) No demolition, hammering; drilling, sawing or use of power tools or other disturbing noise producing activities may be carried out in such a manner as to cause a disturbance to other Section owners.
- 15.9 Jack hammers may only be used during demolition work where no other method is possible. Only one jack hammer may be used at any given time.



- 15.10 Proper supervision, particularly during the demolition stage, is essential. Furthermore, the owner or his representative must be available at all times during the alterations should it be necessary for the supervisor or a Trustee to make contact in the event of an emergency or any problem experienced. In the interest of all parties concerned, therefore, the owner shall provide the Trustees with a key for access to the Section so that in the event of flooding for example, damage could possibly be minimised.
- 15.11 Any work necessitating a deviation of the building's electricity or water supplies requires detailed drawings to be submitted to the Trustees and the managing agents.
- 15.12 Body Corporate electricity (i.e. common area plugs) are not to be used except with the written permission of the Trustees, in which latter case a charge will be assessed for the electricity consumed for the account of the owner.
- 15.13 The owner indemnifies the Body Corporate in respect of any damage caused to its Common Property, either inside or outside the building and will pay the cost of repairing or restoring the damages caused during the course of carrying out any alterations or renovations to the Section.
- 15.14 All air vents in the Section must be sealed for the duration of the alterations or renovations so as to prevent dust entering other Sections.
- 15.15 Rubble must be dumped at the place designated by the supervisor and be removed within 24 hours. The Owner shall be responsible for all costs of rubble removal and making good and clean all affected areas.
- 15.16 Contractors must clean up the Common Property each afternoon before leaving the site. If this is not done, it is understood that the building's cleaners may do so at overtime rates, at the owner's expense.
- 15.17 All doors and windows being installed must conform in outward appearance with other doors and windows installed in similar positions elsewhere in the building/s.
- 15.18 The Owner shall ensure that the work undertaken conforms to that approved by the Trustees and that all contractors are abiding by all the aforementioned conditions. The Trustees reserve the right, by means of mutual appointment, to inspect the work carried out by the owner.

## **16. DOMESTIC STAFF**

- 16.1 An owner or occupier is responsible for the activities and conduct of their employee and shall ensure that their employee understand and do not breach the provisions contained in the Sectional Titles Act, the Management rules or the Conduct rules.
- 16.2 Owners or occupiers shall ensure that their employee and friends / visitors / contractors do not loiter on the common property.
- 16.3 An owner or occupier is responsible for their domestic workers and any breach committed by the employees should be dealt with as if it breaches by owners and the normal process should be followed.
- 16.4 An owner or occupier may be requested to register their employee with the Trustees.

## **17. GENERAL**

- 17.1 The Trustees or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a Section/Unit or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the Common Property or in the individual Section by reason of any defect in the communal area, its



amenities or for any act done or for any neglect on the part of the Trustees or of any of the Trustees employees, servants, agents or contractors.

- 17.2 The Trustees their agent's, representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 17.3 No firearms or pellet guns may be discharged on the Common Property. The discharging and storing of Fireworks strictly prohibited
- 17.4 An owner shall not use or permit his Unit/Section to be used for any purpose, which is illegal or injurious to the reputation of the scheme.
- 17.5 All complaints, violations of these rules, or any other cause of concern must be in written form, addressed to the Chairman.
- 17.6 Trespassers and hawkers are not permitted. An owner or occupier is empowered, in the interest of security, to escort any trespasser or hawker from the premises.

## **18. PENALTIES**

- 18.1 An infringement of any of the provisions of these rules by an owner / occupant may result in a letter in writing being forwarded to the responsible owner notifying the owner of the infringement and providing the owner with the opportunity to appeal against the content of the infringement letter.
- 18.2 An owner has the right, within 14 days of an incident or receipt of correspondence, whichever is longer, to lodge an objection with the Trustees in writing, which written objection is to be delivered to the offices of the Managing Agent. Upon receipt of the objection, the Managing Agent will forward a copy of the written objection to the Trustees for consideration, deliberation and discussion after which a written reply will be sent to the author of the written objection within a period of 14 working days from receipt of the objection. If the owner remains unsatisfied, the owner has 14 working days to submit a written request for a meeting with the Trustees. This meeting must take place within 30 working days. (refer to page 14 – Determination of disputes by consultation) .
- 18.3 Any monetary amount raised can be altered at the discretion of the Trustees. (refer to addendum A attached detailing potential transgressions and related fines).
- 18.4 In the event of repeat infringement/s by the owner / occupant, the Trustees have the right to impose a penalty in terms of the Penalty schedule (referred to as Annexure A hereunder). The owner retains the right to appeal against the content of the infringement letter as detailed in 19.2 and 19.7.
- 18.5 Any penalty imposed in terms hereof shall be payable by the owner concerned to the body corporate within 30 days.
- 18.6 The imposition of any penalty in terms hereof shall be without prejudice to and shall not affect and shall be in addition to any other rights available to the body corporate at law, and in particular the right to apply for an order compelling any occupant to comply with the provisions of these rules or desist from infringing same.
- 18.7 In the event that the Body Corporate and owner/s do not reach consensus with regard to a dispute, the matter can be referred to CSOS for mediation / resolution. (refer to page 14 – Determination of disputes by Arbitration)
- 18.7 If the body corporate or the trustees instructs a firm of attorneys in connection with or arising out of an infringement by any occupant of any of the provisions of these rules, such responsible owner shall be liable to reimburse The Body Corporate on demand for all its legal costs incurred in respect thereof on an attorney and client basis.



## ANNEXURE A - Transgressions & potential fines

<u>Page No</u>	<u>Transgression</u>	<u>Amount</u>
Page 14	Erecting illegal washing line or hanging washing illegally on common property	R 200.00 per occurrence
Page 16	Damage to common property	A fine up to the maximum amount of 1 months levy per occurrence
Page 16/17	Reoccurring incidents of nuisance / disturbance after 30 days of first written warning	R 200.00 per occurrence
Page 17	Misconduct of children or unsupervised children on common property	R 200.00 per occurrence
Page 17/18	Cleaning of oil spills from parking bays	R 200.00 per occurrence
Page 19	Illegal parking or not parking within the demarcated parking bay	R 200.00 per occurrence
Page 19	Illegal harbouring of pets	R 200.00 per occurrence
Page 20	Credit control	<ul style="list-style-type: none"> <li>• R 10.00 per Arrear SMS</li> <li>• R 50.00 per Arrear Letter</li> <li>• R 114.00 per month – legal administration</li> <li>• R 200.00 per contravention letter – Administration fee</li> </ul>
Page 21/22	Overcrowding	R 200.00 per occurrence
Page 22	Illegal use of hosepipes	R 200.00 per occurrence

**Please note that fines may escalate subject to a rate equal to the Consumer Price Index (CPI) annually on the 1<sup>st</sup> January as agreed by the Trustees.**

