

**CONDUCT RULES:**  
**NO. 1 HARBOUR ARCH BODY CORPORATE**

[Section 10(2)(b) of the Sectional Titles  
Schemes Management Act, 8 of 2011]



## 1. Introduction

- 1.1. These Conduct Rules are determined and established in terms of Section 10(2)(b) of the Sectional Titles Schemes Management Act No. 8 of 2011 (“**the STSMA**”) and furthermore in accordance with the Constitution of the No.1 Harbour Arch Body Corporate (“the Body Corporate”) in terms of Section 11, read with Section 36 of the Sectional Titles Act 95/196, as amended (“**the STA**”) in respect of the sectional title scheme known as *No.1 Harbour Arch* (collectively comprising SS 132/2023, SS133/2023, SS134/2023, SS135/2023, SS136/2023) situate at Christian Barnard Street, Foreshore, Cape Town (“**the Scheme**”). These Conduct Rules are in addition to Annexure 2 of the STSMA. Should there at any time be a conflict between the provisions of these Conduct Rules and those contained in Annexure 2 of the STSMA, the provisions of both Annexure 2 of the STSMA and the Conduct Rules will apply concurrently, to the extent that it is possible to apply and comply with one of the inconsistent provisions without contravening the second. To the extent that it is impossible to apply or comply with one of the inconsistent provisions without contravening the second, then the provisions of Annexure 2 of the STSMA shall prevail.
- 1.2. The Scheme shall be established as a mixed-use scheme as contemplated in Section 32(2)(a) of the STA and shall comprise of 4 (four) building components, comprising of 2 (two) Residential Components, a Retail Component and a Parking Component.
- 1.3. These Conduct Rules shall at all material times be subject to the Constitution of the Scheme and to the extent applicable the Memorandum of Incorporation of the Harbour Arch Property Owners’ Association including any applicable guidelines, regulations and rules issued in terms thereof, as amended from time to time (“**HAPOA MOI**”). Should there at any time be a conflict between the provisions of these Conduct Rules and those contained in the HAPOA MOI insofar as the Harbour Arch Precinct is concerned, then the provisions of the HAPOA MOI shall prevail.
- 1.4. These Conduct Rules are legally binding on and shall apply to all occupants of the Scheme, where appropriate and as the context may indicate.
- 1.5. The purpose and intention of these Conduct Rules is to:
  - 1.5.1. create a harmonious community between all occupants of the Scheme by regulating the use and enjoyment of the Common Property;
  - 1.5.2. maintain the aesthetically pleasing appearance of the Common Property and all Sections;
  - 1.5.3. ensure a secure and harmonious living environment for the benefit of all occupants of the Scheme; and
  - 1.5.4. ensure a good neighbourliness between, and to maintain common courtesy and regard for the rights of, all occupants of the Scheme.
- 1.6. Each occupant of the Scheme is under an obligation to strictly abide by and to ensure that his family, visitors, invitees, guests, employees, contractors, sub-contractors, friends, tenants or any other person(s) are made aware of and at all times strictly abide by these Conduct Rules.
- 1.7. Ignorance shall not be a reason for non-compliance with these Conduct Rules by any person.

- 1.8. Subject to section 10 of the STSMA these Conduct Rules may be substituted, added to, amended or repealed from time to time by special resolution of the Members of the Body Corporate provided that any Rule so substituted, added to or amended may not be irreconcilable with the Constitution.

## **2. Definitions and Interpretation**

- 2.1. All definitions, words and expressions to which a meaning has been assigned in the Constitution shall bear the same meaning in these Conduct Rules and apply in the interpretation thereof, unless inconsistent with the context or specifically stated otherwise.
- 2.2. Notwithstanding the manner in which the clauses in these Conduct Rules have been grouped together or grammatically linked, each of them constitutes a separate and independent clause, severable from each of the other clauses in regard to all aspects thereof. Accordingly, should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be and remain in full force and effect.
- 2.3. For the purpose of these Conduct Rules, the term “clause” shall include all sub-clauses.
- 2.4. A reference to (i) the singular shall include the plural and *vice versa*, (ii) any one gender shall include the other genders, and (iii) a reference to a natural person shall include created entities/juristic persons (whether corporate or unincorporated) and *vice versa*.
- 2.5. The term “**occupant**” shall mean:
- 2.5.1. the owner of any Section who shall be a member of *No.1 Harbour Arch Body Corporate*; and
- 2.5.2. the tenant and/or any other person(s) residing in or otherwise occupying a Section; and
- 2.5.3. any person visiting any owner, tenant or other occupier of any Section for any reason and/or for any period of time.
- 2.6. In these Conducts Rules all references to “**Trustees**” shall be a reference to the Trustees of the Body Corporate.

## **3. Application of Conduct Rules**

- 3.1. Unless inconsistent with the context of the Conduct Rules and/or specifically stated otherwise, the Conduct Rules will apply to each of the Building Components.
- 3.2. The enforcement of and/or any consents to be granted in terms of the Conduct Rules and/or any decision and/or steps to be taken in the event of a transgression of the Conduct Rules, will fall upon the Trustees of the Body Corporate and in respect of which the enforcement and/or consent and/or remedial steps are required (as the case may be).

## **4. Animals, Reptiles and Birds**

- 4.1. For purposes of clarity, this clause 4 applies to the 2 (two) Residential Components.
- 4.2. No pets of any kind are permitted to be kept by residential occupants of the Scheme. No animals, reptiles and/or birds will be kept by an occupant (whether as a pet or otherwise). No dogs or cats will be kept under any circumstances.

- 4.3. Residential occupants of the Scheme who suffer from a disability and who reasonably require a guide, hearing or assistance dog must be permitted by the Trustees to submit an application for the Trustees consent, to keep such assistance dog with them in their Section and to accompany them on the Common Property. The Trustees cannot unreasonably withhold their consent upon receipt of such application.

## **5. Sanitary Service / Refuse Removal**

- 5.1. For the purpose of having the refuse collected, the occupant shall ensure that all refuse is placed in garbage receptacles in the area provided for such purpose by the Body Corporate.
- 5.2. No garbage may be placed where visible to any other part of the Common Property, any other Section and/or any neighbouring properties. No garbage may be placed in any passageways or in any Common Areas or Exclusive Use Areas. Garbage may only be placed in the area designated by the Body Corporate.
- 5.3. The occupant of a Section shall maintain his/her garbage receptacle in a hygienic and dry condition within his/her Section, and/or his/her Exclusive Use Areas and/or on such part of the Common Property as may be authorised by the Trustees in writing.
- 5.4. Occupants shall ensure that before refuse is placed in a garbage receptacle it is securely wrapped in a standard plastic refuse bag and sealed or, in the case of tins or other containers, completely drained so that there is absolutely no liquid waste.

## **6. Vehicles**

- 6.1. Motor vehicles of occupants and their visitors shall only be parked in such areas as are specifically provided for this purpose and is so demarcated. No occupant 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 prior written consent of the Trustees.
- 6.2. It is specifically prohibited to park in front of any parking bay/garage, and driveways and access ramps are to remain clear at all times.
- 6.3. Repairs to and reconditioning of vehicles on the Common Property and/or anywhere within the basement parking areas is strictly prohibited, except for minor repairs.
- 6.4. Vehicles may not travel at speeds in excess of the applicable speed limit on any portion of the Common Property, parking basements and/or driveway(s) and/or ramps. The speed limit is, as far as may be required by law, subject to approval by the relevant authority(ies).
- 6.5. No vehicle exceeding a gross vehicle mass of 2500kg shall be allowed to enter the parking basements.
- 6.6. No caravans, recreational vehicles, boats, trailers or the like are permitted to be parked anywhere at the Scheme.

- 6.7. Occupants shall ensure that their vehicles and the vehicles of their visitors, guests, employees and contractors do not drip oil or brake fluid or any other harmful substance on the Common Property / basement parking or in any other way deface the Common Property / basement parking. The occupant is liable to clean and where necessary restore any area where such spillage has occurred to its original condition within 14 (fourteen) days of written notice from the Trustees, failing which the Trustees will attend to or procure such repairs/restoration and a mark-up of 20% (twenty percent) will be added to the bill which shall be for the occupant's account and shall be payable by the occupant immediately on demand.
- 6.8. Any vehicle parked in contravention of the foregoing may have the wheel clamped which clamp will only be removed after payment of a fine as the Trustees may determine from time to time without the Body Corporate, the Trustees and/or the Managing Agent thereby incurring any liability for any damages of any nature whatsoever.
- 6.9. The normal statutory road and traffic rules will apply within the Scheme.
- 6.10. No reckless driving will be tolerated within the Scheme.
- 6.11. No car washing is allowed in the parking basement, parking bays or any part of the Common Property, other than at a professional car wash business (if any) located at the Scheme. Car washing, if required by the occupant, must be carried out off site by the occupant or via the professional car wash business (if any) located at the Scheme.

## **7. Damage to Common Property**

- 7.1. Should any damage of whatsoever nature be caused to the Common Property by an occupant, and/or any member of his family, and/or any of his visitors/guests, and/or any of his employees, or the children, visitors and/or pets of such occupant, or should such persons/pets cause the Body Corporate and/or Building Component in question to suffer any loss or incur any expense, such occupant shall be liable to properly repair such damage forthwith and to immediately reimburse the Body Corporate and/or Building Component in question in full in respect of such loss or expense.
- 7.2. Electrical Supply: Occupants may not under any circumstances tamper with or work on electrical points/appliances serving the Common Property. Should any work need to be undertaken then the Trustees of the Body Corporate/Building Component in question shall authorise such work to be done by a competent and qualified electrician.
- 7.3. The dragging of furniture and other items in passageways or on tiled/bricked and/or other surfaces on the Common Property is prohibited. Items must be carried and/or moved in such a manner that they do not cause damage of whatsoever nature.
- 7.4. Furniture deliveries may only use the designated goods lift.
- 7.5. If the Trustees instruct a firm of attorneys in connection with or arising out of an infringement of the Constitution and/or these Conduct Rules by an occupant, the occupant shall be liable to reimburse the Body Corporate/Building Component in question for all legal costs reasonably incurred in respect thereof.

## **8. Alterations, Additions & Appearance**

- 8.1. Any alteration and/or addition to the permanent or semi-permanent fixtures of the Common Property must be applied for in writing to the Trustees and has to be approved by the Trustees in writing.
- 8.2. No extensions or alterations and/or improvements of a structural nature to any Section or Exclusive Use Area (including balcony, patio, stoep, garden or carport), shall be affixed or made unless the Trustees have been given full particulars thereof (including where necessary, plans approved by the local authority) and the Trustees have consented in writing thereto. If such written permission is granted, it shall apply only to the plans submitted and any variations/amendments will once again require prior written permission of the Trustees. No awnings and security gates (where applicable) are permitted to be installed on the outside of the front door or on the outside of the patio / balcony area.
- 8.3. Extensions, alterations and improvements fitted by occupants shall be maintained by the occupant. If these are allowed to deteriorate, they will be maintained or removed by the Trustees at the sole cost of the occupant and the Trustees shall be entitled to recover such cost from the occupant immediately upon demand.
- 8.4. Tampering with television aerials, satellite dishes, masts and other equipment serving the Building (or a certain component/s thereof) and/or the Scheme is strictly prohibited.
- 8.5. No additional outside television aerials, satellite dishes or air-conditioning units which are fixed to the outside of the Section may be erected, whether the item is visible or not.
- 8.6. Air-conditioning units may only be installed in sections where provision has been made for such installation and with the Trustees' prior written approval. The Body Corporate has a list of pre-approved contractors who understand the unique building nuances for these installations and occupants are required to utilise such approved contractors.
- 8.7. All refuse, debris or similar building material resulting from extensions, alterations and/or improvements shall be removed offsite each day – no such refuse and debris may be stored on any common property. If such refuse, debris or similar building material is not removed either timeously or at all, the Trustees may cause it to be removed and all costs and charges in connection therewith shall be for the account of the occupant concerned and which costs and charges shall be payable immediately on demand.
- 8.8. The occupant of a Section shall not place or do anything on any part of the Common Property, including balconies, patios, stoeps and gardens (where applicable) which, in the sole and absolute discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Section such as hanging washing or awnings or décor.
- 8.9. An occupant shall only be authorised to place such furniture on a balcony as is approved by the Trustees. The Trustees will only approval sturdy heavyweight furniture, such a wrought iron or cement furniture that can withstand heavy winds. An occupant shall be required to immediately remove any furniture not approved by the Trustee, on notice (whether such notice is in writing or verbal).
- 8.10. An occupant shall not mark, paint, drive nails or screws or the like, or otherwise damage and/or alter and/or make any additions to any part of the Common Property without obtaining the prior written consent of the Trustees.

8.11. Balcony Maintenance:

8.11.1. The Occupant shall ensure that the interior of the balcony, including the interior windows (and the interior of the balustrade) is kept clean at all times.

8.11.2. The Occupant shall ensure that it does not do anything to affect the structural integrity of the balcony.

8.12. All window coverings (for example blinds / curtains / window coverings) which are visible from the outside shall be white or a neutral colour and shall blend in and complement the aesthetic of the façade of the building.

**9. Business Activities, Signs and Notices**

9.1. Subject to the provisions of the Constitution in respect of the operation of the Retail Component and the Parking Component, no business, profession and/or trade may be conducted in any Section and/or on those parts of the Private Common Areas allocated for the exclusive use of the respective 2 (two) Residential Components and/or on any part of the Common Property.

9.2. No auction, jumble sale or similar activity may be held anywhere at the Scheme unless the prior written consent of the Trustees is obtained.

9.3. Subject to the provisions of the Constitution, no occupant of a Section shall exhibit, distribute and/or place any sign, notice, billboard, advertisement and/or publicity of any nature whatsoever on any part of the Common Property or a Section or on vehicles parked in the parking basements of the Building or elsewhere at the Scheme.

9.4. No estate agent signs are allowed at the Scheme

**10. Littering**

No occupant shall deposit, throw and/or permit or allow to be deposited or thrown on the Common Property any rubbish, including dirt, cigarette butts, food scraps and/or any other litter whatsoever.

**11. Laundry**

11.1. Washing and other articles may not be hung out or hung on or hung in any part of the Building(s) and/or the Common Property (specifically including balconies) or placed in any position where it is visible from any part of the Building(s) and/or the Common Property and/or from any other Section(s) and/or from any neighbouring properties.

11.2. An occupant shall not erect their own washing line on any part of the Building(s) or Common Property.

11.3. Mobile clotheshorses may not be placed on or in any part of the Building(s) and/or the Common Property, except inside the Sections. However any laundry hung inside a Section cannot be visible from any part of the Building(s) and/or the Common Property and/or from any other Section(s) and/or from any neighbouring properties.

## **12. Storage of Inflammable Material & other Dangerous Acts**

- 12.1. An occupant shall not store any material nor do or permit or allow to be done anything in his Section, the Building(s) or on Common Property which will or may (i) increase the rate of the premium payable by the Body Corporate in respect of any insurance policy or (ii) pose danger to other occupants of the Building(s).
- 12.2. No firearms, pellet guns, catapults, bow and arrows or any other weapons may be used and/or discharged at and/or from within the boundaries of the Scheme.
- 12.3. Inflammable or other dangerous material or articles may not be brought onto the Common Property or elsewhere except in such limited quantities as are allowed under any insurance policy held by the Body Corporate from time to time.
- 12.4. Fireworks of any and all kinds are strictly prohibited and may under no circumstances be brought onto, be kept and/or be set off or discharged within or from within the boundaries of the Scheme.

## **13. Letting of Residential Sections**

- 13.1. In accordance with the provisions of the Constitution, an owner of a Section in the 2 (two) Residential Components, shall under no circumstances be entitled to enter into a lease agreement (whether oral or in writing) in respect of his Section and/or Exclusive Use Area in terms whereof such Section and/or Exclusive Use Area is leased to any third party for a period of less than 6 (six) months.
- 13.2. Owners who let their Sections to tenants or otherwise allow occupation of their Sections to third parties must:
- 13.2.1. advise the Managing Agent for the Body Corporate of the name and full contact details of the tenant or other occupier;
- 13.2.2. ensure that they and the relevant tenant/occupier(s) follow the process applicable from time to time to vet tenants and all occupiers for security clearance, which process shall at all times include that the potential tenant / occupier(s) furnish the managing agent with certified copies of the following:
- 13.2.2.1. a valid South African identity document; and
- 13.2.1.2 if the tenant/ occupier is not South African, a valid passport together with a visa (or valid other permit) permitting the person to remain in the Republic of South Africa and which is valid for the duration of such person's occupation, which cannot be less than 6 (six) months; and
- 13.2.1.3 a valid police clearance certificate.
- Should the applicable documentation not be available or valid, such persons will not be provided with security clearance to be a tenant/ occupier.
- 13.2.3. provide all the required documentation, including a copy of the valid lease agreement, including valid identity document and prescribed forms for biometric access – which will include a criminal clearance; and



13.2.4. ensure that their tenants are introduced to the appointed managing agent and that they sign an acknowledgement that they have received a copy of these Conduct Rules prior to taking occupation and undertake to abide by it. Failure to do so shall not be reason for non-compliance with these Conduct Rules by any such tenant or other occupier;

13.2.5. comply with any additional requirements which the Trustees put in place from time to time to ensure the safety and security of all occupants at the Scheme.

13.3. All tenants and other persons granted rights of occupancy by any owner of the relevant Section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease agreement or any grant of right of occupancy.

13.4. All owners will be compelled to attach a copy of these Conduct Rules as an annexure to all lease agreements.

#### **14. Eradication of Pests**

An owner shall keep his Section free of white ants, borers and other wood destroying insects and all other pests, including cockroaches and to this end shall permit the Trustees, the Managing Agent and their duly authorised agents or employees to enter the Sections from time to time for the purpose of inspecting and taking such action as may be deemed necessary for the purposes of 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, the costs of which shall be borne by the owner of the Section concerned.

#### **15. Cycles**

15.1. Bicycles, tricycles, roller skates, skateboards, etc. may not be left in or on any part of the Building(s) or the Common Property, save in a Section or in the case of bicycles, such part of the Common Property designated for this purpose by the Body Corporate (if any).

15.2. The use of soapbox carts, skateboards, roller skates etc, on the Common Property and parking basements is strictly forbidden.

#### **16. Gardening and Plants**

16.1. Gardens (if any) and plants (if any) on the Common Property are for the enjoyment of all occupants and no damage thereto will be tolerated. Removal of plants from the Common Property is forbidden unless it is authorised by the Trustees in advance and in writing.

16.2. Occupants shall not in any way alter or improve the gardens on the Common Property at the Scheme (where applicable) without the prior written consent of the Trustees.

16.3. Garden tools must not be visible from outside the Building(s) or from any Sections.

16.4. No wendy houses or other structures may be erected in any garden area (where applicable) or anywhere on the Common Property at any time.

16.5. The garden service company as employed by the Body Corporate (if any) shall be responsible for the mowing, trimming and watering of any lawn and garden forming part of the Common Property only.

16.6. No gardens (where applicable) may be modified so as to restrict the thoroughfare of any part of the Common Property.

**17. Supervision of Children**

17.1. Occupants shall properly supervise their children, their children's friends and children of their visitors/guests so that no provision of these Conduct Rules is infringed, that no nuisance and/or damage is caused to any occupant and/or to the Common Property and/or to any Section.

17.2. All persons under the age of 18 (eighteen) years old may only use the swimming pool in the company of an adult, i.e. a person over the age of 18 (eighteen) years old.

**18. Employees**

18.1. All occupants' employees must be registered with the Managing Agent and the Trustees and the occupant must:

18.1.1. provide the name & identity number of their employee(s) together with the days/times that the said employee(s) will require access to the Scheme;

18.1.2. ensure that they and the relevant employee(s) follow the process applicable from time to time to vet employees for security clearance.

18.2. The employee will then be issued with an identity card, the cost of which will be borne by the occupant, or where applicable be registered on the biometric access control system at the Scheme.

18.3. Only duly registered employees will be allowed access to the Scheme, this also applies to family, friends, and visitors of such employees.

18.4. Occupants shall ensure that their employees abide by these Conduct Rules and do not cause any disturbance to occupants of the Scheme or on the Common Property.

18.5. Occupants will not request any employee of the Body Corporate or a Building Component to perform work on their behalf.

**19. Payment of Levies**

19.1. The Body Corporate or the Managing Agent (as the case may be) must receive payment of the Levies in advance and in full, without deduction or set off, by no later than the 1<sup>st</sup> (first) day of each and every month.

19.2. Occupants failing to pay their account with the Body Corporate either timeously or at all may at the discretion of the Trustees be handed over to the Body Corporate's attorney, the cost of which will be borne by the occupant concerned.

19.3. Should any occupant fail to pay any amount due by that occupant on due date, then such occupant shall be liable for and shall pay interest thereon at the publicly quoted prime rate of interest from time to time plus 2% (two percent), calculated daily and compounded monthly in arrears from the due date for payment until the date of actual receipt of such payment by the Body Corporate or the Managing Agent (as the case may be).

## **20. Noise & Nuisance**

20.1. An occupant shall ensure that he and his visitors, guests, employees and contractors do not make or cause to be made any undue noise and/or disturbance at any time.

20.2. All noisy work, mechanical maintenance work (specifically including the use of power-tools and similar tools and especially construction, the knocking of nails, drilling holes for hanging of pictures and the like) is to be limited to weekdays only between 08h00 and 17h00 with no noisy work to be undertaken on Saturdays, Sundays, or public holidays.

20.3. No occupant shall do or permit to be done or persist in doing anything which may cause or tend to cause a nuisance to any other owner or occupant of the Building(s) or any neighbouring properties, including the loud playing of any musical or other instruments, radios, record players, compact disc players, television sets and the like.

20.4. Social functions are to be limited to a size and noise level having due regard for neighbouring Sections and the size of the Section where the function is to be held. The Trustees have a right to review arrangements for functions, including but not limited to limiting the number of guests, parking arrangements, duration etc.

20.5. Staff, private employees and their visitors must make every effort to perform their duties quietly and avoid vocal disturbance on the Common Property, including the passages and stairways of the Building(s).

20.6. The occupants of the 2 (two) residential components will be compelled to limit noise, and in particular loud music, must end strictly by no later than 22h00 in the evening from a Sunday to a Thursday and strictly by no later than 00h00 on a Friday and a Saturday.

20.7. Radios, tape decks, televisions, dvd-players, musical instruments and other sound producing devices shall not be played and/or used in such a manner as to interfere with any occupant's enjoyment of his/her Section or the Common Property at any time.

20.8. Automobile hooters and alarms shall not be sounded on the Common Property (i.e. within the boundaries of the Scheme) at any time by an occupant and/or any member of his family, and/or his visitors, and/or of his employees, their children or visitors.

20.9. All motor vehicles must be maintained in such a manner as not to exceed the Automobile Association's permissible noise levels, including all working parts.

20.10. Any activities undertaken at a unit which may be causing any unpleasant odours and smells (for example the smoking of any substance), should be undertaken in such a manner that these activities do not in any way cause a nuisance to surrounding residents.

- 20.11. In the event of disputes between occupants arising from annoyance, disturbance and/or nuisance, the involved parties should attempt to resolve and settle the matter amicably between themselves, exercising tolerance and consideration. Where the dispute cannot be resolved by the parties themselves, the matter should be brought to the attention of the Trustees for settlement.
- 20.12. The occupants in the 2 (two) Residential Components need to at all times be cognisant that the Scheme has been developed based on the principle of new urbanism and is a mixed use Scheme. Accordingly, there is inherently a certain level of inconvenience which the residential occupants may experience from the Retail Component and/or the Parking Component within the Scheme and the greater Development, from time to time.

## **21. Braais or Barbeques**

- 21.1. Braaiing/barbeque equipment shall not be permitted.

## **22. Security**

- 22.1. Occupants and other persons entering the Scheme shall not interfere with the performance by security guards of their duties. Security guards may under no circumstances be abused and occupants and such other persons shall treat the security guards courteously and co-operate with them to ensure the proper performance of their duties.
- 22.2. Security protocols at the Scheme (as amended from time to time by the Trustees) must be adhered to at all times.
- 22.3. Any criminal activity or suspected criminal activity must be reported to the security guards and the Trustees as soon as possible after the occurrence of any incident.

## **23. General**

- 23.1. The Trustees are not responsible for, and have no jurisdiction over, any dispute between an individual owner and the Developer.
- 23.2. The Trustees shall have the right to take any action deemed necessary to prevent any infringement of these Conduct Rules.
- 23.3. No stones and/or solid objects may be placed, left or thrown on any part of the Common Property.
- 23.4. An occupant of a Section shall not:
- 23.4.1. use his Section or permit his Section to be used for any purpose, which is injurious to the reputation of the Scheme;
- 23.4.2. keep and/or do anything on the Common Property after written notice has been received from the Trustees to refrain therefrom;
- 23.4.3. conduct any criminal and/or otherwise unlawful activities in his Section, the Buildings or on the Common Property.

- 23.5. Subject to the provisions of clause 20.11 above, all complaints must be lodged in writing and sent to the Trustees as soon as possible after a problem has arisen. A sincere endeavour will be made to resolve such complaints as long as such complaints are not wilfully frivolous and/or malicious and the rights of other occupants are not adversely affected. Any action taken against an occupant shall be in the sole and absolute discretion of the Trustees.
- 23.6. An occupant shall not place or do anything on any part of the Common Property (including balconies, patios and gardens (where applicable) which, when viewed from the outside of the Section or the Scheme, is aesthetically displeasing or undesirable (in the sole and absolute discretion of the Trustees).
- 23.7. The Trustees reserve the right to impose fines on any occupant who breaches any of these Conduct Rules, after having received written notice thereof from the Trustees or the Managing Agent.
- 23.8. No equipment on the Common Property may be tampered with and/or removed.
- 23.9. Any fire hydrants and extinguishers in the Building(s) and on the Common Property are to be exclusively used for firefighting purposes and may not be tampered with.
- 23.10. The maximum number of occupants in each Section will be limited to 2 (two) per bedroom.
- 23.11. Balconies, patios and/or terraces (where applicable) must be kept clean and tidy at all times. No mops, boxes, clotheshorses or clothes lines, dead plants or other unsightly items are to be left in or on these areas.
- 23.12. Occupants will at all times be held responsible for the conduct of their guests, visitors, invitees and employees.
- 23.13. The owners of Sections will at all times be held responsible for the conduct of their tenants any other person(s) residing in or otherwise occupying a Section and their respective guests, visitors, invitees and employees.
- 23.14. Notwithstanding anything to the contrary contained in these Conduct Rules, is specifically recorded that the owner of Sections shall at all times be responsible for the conduct of their tenant(s) and other person(s) who occupy his/her Section (including tenant's/occupier's employees & service providers/contractor), employees and service providers/contractors. As such, the Trustees may add any fines, costs and charges for which the tenant(s)/occupier(s) of the Section, employee(s) and/or contractor(s) may be liable to the owner's levy statement and the owner shall be liable for payment thereof immediately on demand, irrespective of whether the owner attempts to recover and/or is successful in the recovery thereof from his tenant/occupier, employee or service provider/contractor (as the case may be). The Trustees shall not be obliged to recover such fines, costs and charges from any offending third party (i.e. owner's tenant/occupier, employees or service provider/contractors, as the case may be).

## **24. Retail Component**

- 24.1. The Retail Component, as provided for in the Constitution, are further subject to the following Conduct Rules.

- 24.2. Ordinary retail activities and practises are the only permissible business uses within the Retail Component. Should there be any doubt as to what constitutes permissible retail business use, the Trustee appointed by the Retail Component will provide direction and guidance on what is permissible.
- 24.3. Owner/tenant/occupant installations and/or alterations and/or amendments and works are common practice in the retail environment. When such installations, alterations, amendments and works are required, the following further Conduct Rules apply:
- 24.3.1. the owners/tenants/occupants are obliged to appoint a professional designer and/or architect to prepare the necessary layouts and documentation;
- 24.3.2. the owners/tenants/occupants shall obtain the necessary prior written approvals for their documentation from the Trustee appointed by the Retail Component;
- 24.3.3. all intended installations, alterations, amendments and works shall further be subject to the prior written approval of all legislative authorities which may be required, as well as any structural and/or operational limitations or requirements which limitations or requirements will fall within the sole and absolute discretion of the Trustee appointed by the Retail Component;
- 24.3.4. no physical work in the Retail Component may commence unless all statutory approvals have been obtained and agreements have been reached between all relevant parties;
- 24.3.5. the owners/tenants/occupants shall have sole responsibility for compliance with all applicable statutes, codes, ordinances and other regulations in carrying out any installations, alterations, amendments and works;
- 24.3.6. owners/tenants/occupants are to note that applied loads must not exceed the limits as determined by a structural engineer to be appointed by the Trustee representing the Retail Component;
- 24.3.7. **where the floor slabs are all post-tensioned, then any and all chasing and/or coring is strictly prohibited;**
- 24.3.8. owners/tenants/occupants that install an area that requires wash down e.g. kitchen, bathroom, toilet, shower, or any other wet area, shall provide waterproofing to the top of the slab below the final floor finish and maintain such waterproofing in good order and condition;
- 24.3.9. owners/tenants/occupants must ensure that a smoke detection system is installed as required by building regulations or other statutes, codes, ordinances, etc.;
- 24.3.10. owners/tenants/occupants are responsible for providing hand-held fire extinguishers and fire signage within the premises to the satisfaction of the local authority;
- 24.3.11. under-sink waste disposal units are a requirement of all Sections within the Retail Component in which kitchens of any kind are installed. In the instance that a kitchen is to be installed, owners/tenants/occupants are required to install an under-sink waste disposal unit accordingly. All putrescible waste is to be disposed of via the under-sink waste disposal unit.

- 24.4. Any intended business signage to be erected at shopfronts and/or the façade of the Building(s) will be subject to the prior written approval of the Trustee representing the Retail Component and shall to the extent applicable also be subject to the provisions of the HAPOA MOI.
- 24.5. In so far as the Retail Component forms part of the Building(s), it is critical that its outward appearance matches the quality of the overall appearance of the Building(s) and the Scheme. Therefore:
- 24.5.1. the use of venetian and/or vertical blinds will not be permitted. Pull-down semi-transparent blinds will be considered, however it should be used only at the time of day when needed to provide shading from direct sun;
  - 24.5.2. no internal posters, notes, papers etc. may be affixed or stuck to windows and/or shop-fronts that form part of the façade of the Building(s); and
  - 24.5.3. no internal furniture, fixtures or fittings may abut directly up against the windows and/or shop-fronts that form part of the façade of the Building(s).
- 24.6. Further to clause 5 above, the following additional waste management rules apply:
- 24.6.1. owners/occupants/tenants are responsible for depositing their dry waste in the bins provided in the waste and refuse rooms, the location of which will be identified at date of occupation;
  - 24.6.2. waste is to be placed in bin liners before it is placed in the bins provided in the waste and refuse rooms;
  - 24.6.3. owners/tenants/occupants are to make provision for limited refuse storage within their premises;
  - 24.6.4. cardboard boxes are to be flattened and neatly folded before placing them in the designated area(s) in waste and refuse rooms;
  - 24.6.5. any and all hazardous waste is to be disposed of as per legislation and regulations. Fluorescent tubes are considered hazardous waste and must be disposed of accordingly; and
  - 24.6.6. all refuse removal should be conducted discreetly and should not interfere with the well-being of other owners/tenants/occupants in the Scheme.

## **25. Contravention of Conduct Rules and imposition of penalties**

- 25.1. If the conduct of an owner, occupier, tenant or their visitors, in the opinion of the Trustees constitutes a:
- 25.1.1. nuisance;
  - 25.1.2. contravention of any duty of the owner under the Act;
  - 25.1.3. contravention of any of the duties of owners contained in the Constitution, and

25.1.4. contravention of any of the Conduct Rules,

the Trustees may furnish the owner with a written notice, which may in the discretion of the Trustees, be delivered by hand or email, except in the instance of parking violations, in which case, photographic evidence will suffice as proof of the contravention of the rules, in order to impose a summary penalty, where no prior notification in regard to a contravention of the rules of the Body Corporate is presented to the offender.

- 25.2. In the notice, the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if the conduct or contravention persists, a penalty will be imposed on the owner of the section.
- 25.3. If the owner, occupier and/or tenant nevertheless persists in that particular conduct, or in the contravention of that particular rule, the Trustees may convene a meeting to discuss the matter.
- 25.4. A written notice, by which the alleged offender, is informed of the purpose of the meeting and invited to attend, must be sent to the owner at least 7 (seven) days before the meeting is held. At the meeting, the owner must be given the opportunity to present their case, but except insofar as they will be permitted by the chairperson, they may not participate in the conduct of the meeting.
- 25.5. After the owner has been given the opportunity to present their case, and if a majority of the Trustees present at the meeting, agree that a provision of the Conduct Rules or the Act have been contravened, the Trustees may, by majority decision, impose on the offender a penalty as well as an additional penalty for every offence thereafter, the amounts of which to be determined by the Trustees, provided that they comply with applicable legislation and/or regulations which may apply to the Body Corporate from time to time.
- 25.6. The Trustees must record the outcome of the meeting, and may resolve to:
- 25.6.1. uphold the penalty, or
- 25.6.2. withdraw, increase or reduce the penalty.
- 25.7. A Trustee will not be entitled to participate at the meeting in the capacity as Trustee, if they, or any occupier and/or tenant occupies the section which they own and/or represent, is the alleged offender.

***~ Copies of this document will be made available on written request by an occupant at a reasonable cost as determined by the Trustees from time to time. ~***