

13 March 2014

Our ref :
Your ref : Mr. Mallick / E Siebrits

The Registrar of Deeds
Cape Town

By Hand

TERTIUS MAREE
MEDEWERKERS / ASSOCIATES
attorneys and conveyancers

ASSOCIATES: A T MAREE - BA, LLB, LLM
E I KOTZE - B Comm, LLB

Merlot House, Brandwacht Office Park
Trumali Road, Stellenbosch, South Africa

P O Box 12284, Die Boord, Stellenbosch, 7613

Tel 021 886 9521 Fax 021 886 9502

Email ilse@section.co.za

Dear Sir

**BODY CORPORATE OF THE SAN VINCENTE SECTIONAL TITLE SCHEME No. SS 301/2001 -
CONDUCT RULE FOR FILING**

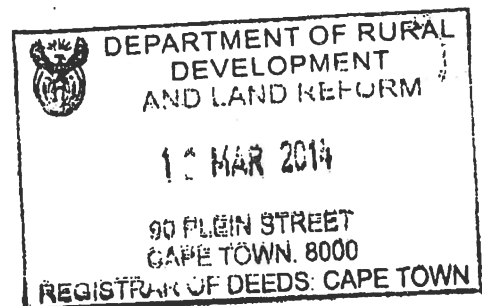
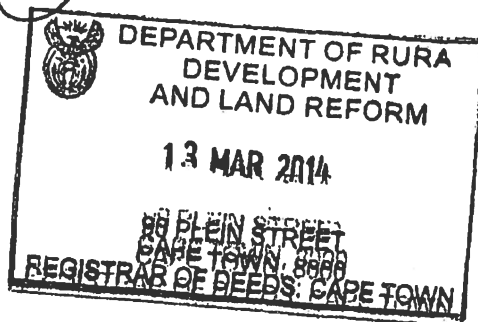
We enclose herewith the following for filing in terms of section 35(5) of the Sectional Titles Act, No 95 of 1986:

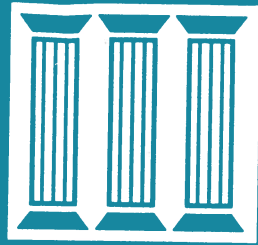
1. Form V duly signed by two trustees;
2. Conduct Rule 12 in addition to the existing Conduct Rules.

Kindly advise our offices of the date of filing of the Conduct Rule, which will also be the date upon which the Conduct Rule will come into operation.

Yours faithfully

Ilse Kotze





STATUS-MARK

PROPERTY MANAGEMENT

EIENDOM BESTUUR

11 MEYER ST.
MOSELBAAI / BAY
E-mail: info@status-mark.co.za
Website: status-mark.co.za

✉ 567
MOSELBAAI / BAY
6500
☎ (044) 691 3054
☎ (044) 691 1520

SAN VINCENTE BODY CORPORATE CONDUCT RULES

REGULATIONS / ANNEXTURE 9
CONDUCT RULES
(Section 35 (2) (b) of the Sectional Titles Act, 1986)

1. ANIMALS, REPTILES AND BIRDS

- 1.1 An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not be unreasonably withheld, keep any animal, reptile or bird in a section or on the common property.
- 1.2 When granting such approval, the trustees may prescribe any reasonable condition.
- 1.3 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).

2. REFUSE DISPOSAL

- 2.1 An owner or occupier of a section shall-
 - a) 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;
 - b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
 - c) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
 - d) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a).

3. VEHICLES

- 3.1 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 consent of the trustees in writing.
- 3.2 The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property, without the trustees consent.
- 3.3 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property.
- 3.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.

4. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 4.1 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 written consent of the trustees.
- 4.2 Notwithstanding sub-rule (1), an owner or person authorised by him, may install-
 - (a) any locking device, safety gate, burglar bars or other safety device for the protection of section; or
 - (b) any screen or other device to prevent the entry of animals or insects;

Provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.

5. APPEARANCE FROM OUTSIDE

The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which is aesthetically displeasing or undesirable when viewed from the outside of the section.

6. SIGNS AND NOTICES

No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section without the written consent of the trustees having been obtained.

7. LITTERING

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

8. LAUNDRY

An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other section.

9. STORAGE OF INFLAMMATORY MATERIAL

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

10. LETTING OF UNITS

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.

11. ERADICATION OF PESTS

An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests, shall be borne by the owner of the section concerned.

12 IMPOSITION OF PENALTIES

If the conduct of an owner or occupier or the family members, guests or employees of the owner or occupier constitutes a nuisance in the opinion of the Trustees, or if any such person contravenes any provision of these presents, the guidelines or the rules, the Trustees may, without prejudice to any other rights or remedies which the trustees may have in law or in terms of these presents:

- 12.1.1 by written notice inform the owner of the nuisance or contravention and warn the owner that if he fails to remedy the contravention, or persist in such conduct or contravention, or if such conduct or contravention is repeated, a penalty will be imposed on the owner; or
- 12.1.2 by written notice impose a penalty on the owner, which notice shall state the reasons for the imposition of the penalty, if despite the written notice referred to in article 12.1.1, the owner fails to remedy the contravention, or if the owner persist in the conduct or contravention, or if such conduct or contravention is repeated; or
- 12.1.3 summarily and without warning, by written notice impose a penalty on the owner, which written notice shall state the reasons for the imposition of the penalty.
- 12.2 The penalty imposed under articles 12.1.2 or 12.1.3 above, becomes due on the date of the written notice and must be paid within 30 (thirty) days from the date of the written notice. Should the penalty remain unpaid it shall be added to the levies due by the owner in terms of these presents and be recovered from the owner in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies. Payment of penalties will take preference above levies and any payment received after the imposition of a penalty shall be deemed to be allocated firstly to the payment of the penalty irrespective of any allocation by the owner.
- 12.3 The trustees may from time to time determine the categories of contraventions and the amounts of the penalties in respect of first and subsequent contraventions, subject to the review and confirmation thereof by the association in general meeting.
- 12.4 A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable in respect of each such separate contravention.
- 12.5 An owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the association in obtaining the recovery of arrear levies, or any other arrear amounts, including penalties due and owing by such owner to the association, or in enforcing compliance with these presents, the guidelines or the rules.

- 12.6 An owner may within 30 (thirty) days of the date of the written notice referred to in articles 12.1.2 or 12.1.3, lodge an objection against the penalty imposed with the trustees.
- 12.7 Upon receipt of the objection, the trustees may:
- 12.7.1 withdraw or reduce the penalty, or
- 12.7.2 schedule a trustees' meeting for the purpose of considering the objection and invite the owner to attend, or to be represented.
- 12.8 At the trustees' meeting referred to in article 12.7.2 above, the owner or his representative shall have the right to:
- 12.8.1 present his case;
- 12.8.2 present any evidence, including the calling of witnesses, to substantiate his case;
- 12.8.3 cross-examine any person called as witness in support of the charge;
- 12.8.4 have access to documents produced in evidence;
- 12.8.5 produce mitigating factors.
- 12.9 The failure of the owner or his representative to attend the trustees' meeting referred to in article 12.7.2 above shall not render the proceedings at the meeting void. Should the owner or his representative not attend the trustees' meeting without providing a reasonable request for postponement, the trustees may, in their sole discretion, continue with the meeting and consider the objection in the absence of the owner.
- 12.10 Upon the conclusion of the trustees' meeting, the trustees shall deliberate the evidence and if so resolved, they may:
- 12.10.1 uphold the penalty; or
- 12.10.2 withdraw or reduce the penalty.
- 12.11 Any notice to an owner in terms of this clause, will be regarded as having been properly given if such notice is:
- 12.11.1 delivered to the owner by hand, in which event it shall be regarded as having been received on delivery; or
- 12.11.2 delivered by registered post to the owner to his *domicilium citandi et executandi*, in which event it shall be regarded as having been received on the 4th day after the date of postage; or

12.11.3

delivered to the owner by fax or e-mail to the fax number or e-mail address of the owner, in which event it shall be regarded as having been received on the date of transmission.