

Hillcrest Body Corporate Consolidated Conduct Rules

Incorporating Section 8.3 “ short term lease ”

**As resolved at a Special General Meeting of the Hillcrest
Body Corporate held on the 24th February 2020**

**In terms of Section 10 (2) (b) of the Sectional Titles
Schemes Management Act, 2011 (Act No.8 of 2011)**



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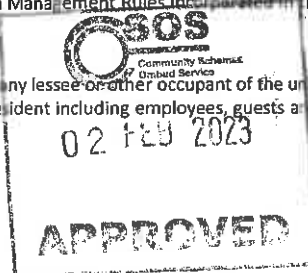
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These Conduct Rules are in addition to the Laws and Management Rules incorporated in the Sectional Titles Schemes Management Act, and do not replace them.

These Conduct Rules bind the owner of any unit and any lessee or other occupant of the unit, and it shall be the duty of the owner to ensure compliance with the Rules by his lessee or resident including employees, guests and any member of his family, his lessee or his resident.



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1. DEFINITIONS

In these rules, the following terms shall have the meanings assigned to them hereunder, namely:

"Act"	the Sectional Titles Schemes Management Act
"Owner"	the registered owner of a unit in the building known as Hillcrest
"Body Corporate"	consists of all registered owners at Hillcrest
"Section"	means a section as shown as such on the sectional plan, and registered in an owner's name
"Common Property"	the land and such parts of the building as are not included in a section
"Exclusive use area"	part of the common property allocated for the exclusive use of an owner of a section
"Managing Agent"	the entity, whether it be a company, close corporation or person, which may be appointed by the Body Corporate from time to time to administer the affairs of the Body Corporate in accordance with the management contract concluded between such entity and the Body Corporate
"Resident"	any person, including but not limited to an owner, who occupies a section at Hillcrest, and who is bound by these rules and the provisions of the Act
"Trustee"	persons, the majority of whom must be owners of units in the scheme, who are elected, in terms of the Act, to exercise the functions and powers of the Body Corporate
"Unit"	means a section together with its undivided share in common property apportioned to the section in accordance with the quota of the section.

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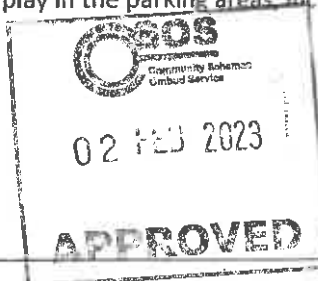
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In these rules, unless a contrary intention clearly appears

- Words importing any one gender include the other genders;
- The singular includes the plural, and vice versa;
- Natural persons include created persons otherwise known as legal persons (corporate and unincorporated and vice versa)
- Paragraph headings shall not be used in the interpenetration of these Rules and are for reference purposes only.

2. CONDUCT

- 2.1 It is an offence to use fire hoses, hydrants or extinguishers for washing cars, watering plants and so on. Fire hoses, extinguishers and hydrants shall only be used to extinguish fires.
- 2.2 Firearms shall not be discharged on any part of the property unless strictly for reasons of security. Pellet guns, crossbows, catapults and other weapons shall not be used to propel projectiles in the complex.
- 2.3 No stones, balls or other solid objects, shall be thrown on the common property.
- 2.4 Should any resident, their family, their domestic staff, their guests or visitors cause damage of whatsoever nature to the common property, the resident shall be liable to reimburse the Body Corporate for the cost of repairing such damage.
- 2.5 All suggestions and constructive criticism are welcome. However, only those submitted in writing to the Trustees shall be officially considered.
- 2.6 No auctions or jumble sales shall be held on any part of the property, unless prior application in writing has been approved by the Trustees.
- 2.7 The use of electricity generators and compressors by residents shall only be permitted with the prior written consent of the Trustees, and whether or not such consent is granted shall be at the Trustees' sole discretion.
- 2.8 Children are subject to the Conduct Rules in the same manner as adults.
- 2.9 Residents shall supervise their children and those of their guests to ensure that no damage is caused or nuisance created. Residents shall at all times be responsible for the acts of their or their visitors' children on any part of the property.
- 2.10 Children shall not be permitted to play in the parking areas including the driveway and parking bays at any time.



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- 2.11 No ball games shall be permitted on common property.
- 2.12 The use of soapbox cars, skateboards, roller skates, and the like is strictly prohibited common property.
- 2.13 Bicycles are allowed provided the rules of the road are properly adhered to and there is adult supervision for children under the age of 8 years.

3. Security

- 3.1 Residents and their visitors shall at all times adhere to all security procedures which may be instituted from time to time by the Trustees.
- 3.2 The right of admission to Hillcrest is at all times reserved.

4. Noise

- 4.1 Consideration for one's neighbours is of paramount importance when living in a sectional title environment. Reasonable quiet shall be maintained at all times, including on Friday and Saturday nights, and no noise made may cause disturbance to other residents.
- 4.2 Exception is made for renovating activities, but these shall only be allowed to generate noise on Mondays to Fridays between 08h00 to 17h00. The unit owner shall give his neighbours at least 24hrs prior warning of such intended activities.

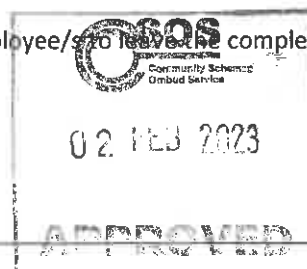
5. Gardens

- 5.1 Residents shall maintain the exclusive use gardens adjacent to their sections in a neat and tidy condition at all times.
- 5.2 Common property in Hillcrest (which includes the gardens) will be serviced by the body corporate using a gardening service of their choice.

6. DOMESTIC STAFF

- 6.1 Residents shall not request or require an employee of the Body Corporate or an employee of Body Corporate contractors to undertake any errands or during normal working hours.
- 6.2 Body Corporate employees are answerable only to the Trustees, and shall take instructions only from Trustees, other than in an emergency.
- 6.3 Members of the Body Corporate wishing to employ Body Corporate employee/s outside of their working hours may do so at an agreed rate between that member and the employee/s.
- 6.4 Residents shall not ask Body Corporate employee/s to leave the complex during working hours.

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- 6.5 Residents shall be responsible for, and shall ensure that their domestic employees and the employees' relatives and friends do not cause any undue noise or nuisance on any part of the property.
- 6.6 A list of the full names and ID numbers of all Domestic Workers allowed on the premises shall be given to the Trustees. Any Domestic Worker not on the list shall only be allowed onto the premises when their ID Numbers have been supplied to the Trustees. The Trustees also require a list of all Domestic workers who have remotes for Hillcrest — as well as the number of that remote and the corresponding ID numbers of the domestic workers.

7. ANIMALS AND PETS

- 7.1 The keeping of pets shall be subject to the Municipal By-laws.
- 7.2 As per the By-laws, no units may house more than two dogs or more than two cats.
- 7.3 A Pet of any nature whatsoever shall only be permitted at Hillcrest after the prior written consent of the Trustees has been sought and obtained. Permission to keep a pet at the building will be granted by the Trustees subject to any reasonable condition necessary for the well-being of the animal and the rights of the other residents. The Trustees may withdraw their permission for the keeping of a pet in the event of any breach of these rules or the prescribed conditions.
- 7.4 No dog or other pet may be allowed to make a continual noise or become a nuisance to other residents at any time of the day or night. On receipt of a formal complaint by any resident, the pet-owner is expected to take immediate action to curtail the nuisance.
- 7.5 Dogs shall only be permitted on common property if they are suitably restrained and controlled by their owners (e.g. they must be kept on a leash and such leash held by the owner of the dog at all times while on common property).
- 7.6 Fouling of common property shall not be permitted and should the pet defecate on common property it is the pet-owner's responsibility to remove the droppings and dispose of them in a refuse receptacle.
- 7.7 All cats kept on the premises shall be inoculated, neutered or spayed and a certificate from a veterinarian shall be provided to the Trustees on request.
- 7.8 Should damage of whatsoever nature be caused directly or indirectly to common property by a pet, the owner of the pet shall be responsible for the cost of any Repairs. If necessary the costs may be recovered from the owner of the unit.
- 7.9 No kennel or like accommodation for pets shall be visible from any part of the common property nor any section.
- 7.10 It is a prerequisite that any pet for which permission is granted to be kept at the complex is kept in hygienic conditions. The exclusive use area where such pet is kept must be cleared of faeces 2020 regularly by the owner of the pet concerned or the Trustees will have the power to summarily withdraw their permission for the keeping of such pet. 2023

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8. LETTING OF UNITS

- 8.1 All tenants of units and other persons granted rights of occupation by an owner are obliged to fully comply with these Conduct Rules notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The owner of the unit in question shall inform the tenants of the existence of Conduct Rules for Hillcrest and shall provide them with a copy of the current Conduct Rules, which shall form an Annexure to the lease agreement.
- 8.2 The registered owner of the rented unit shall be required to furnish the Trustees with the names and I.D. numbers of the residents of his unit prior to their taking occupation.
- 8.3 Because of the additional security risks posed by short term leases, along with the heightened risk of such tenants causing disturbances to other residents, no leases may be entered into for a duration of less than three months(3 Months)

9. REFUSE REMOVAL

- 9.1. No rubbish or refuse shall be left on any portion of the common property or in any section where it will be visible and/or constitute a health hazard.
- 9.2 A resident shall maintain in a dry and hygienic condition, a receptacle for refuse within his section or exclusive use area.
- 9.3 Building rubble, refuse resulting from renovations or moving operations, or garden refuse must be removed by the resident concerned at his own cost, immediately.
- 9.. Cigarette ends, bottles, cans and other objects shall not be thrown from the windows or anywhere from or onto common property.

10. ERADICATION OF PESTS

- 10.1. A resident shall keep his section free of cockroaches, termites, rodents and/or other potential disease-carrying animals and insects. He shall permit the Trustees, the Managing Agent and their duly authorized agents and employees to enter his section for the purpose of inspecting the section and taking any action as may be required to eradicate such pests. The cost of inspection/eradicating any such pests as may be found within a unit shall be borne by the owner and/or resident of the section.

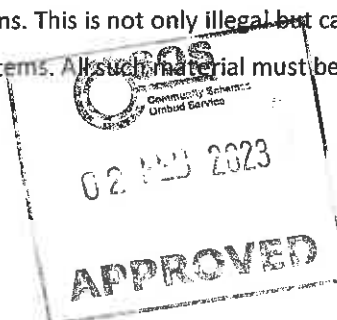
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11. ADDITIONS, ALTERATIONS, FURNITURE REMOVALS AND MAINTENANCE

- 11.11 The owner of a section must apply to the Trustees in writing prior to renovating, altering or adding to his unit.
- 11.2 In the event of any internal walls being demolished, building plans by a registered architect or structural engineer must be submitted, accompanied by a statement that the removal of such walls shall not compromise the structural integrity of the building. The registered architect or structural engineer employed must have all necessary professional indemnities and insurance.
- 11.3 At the sole discretion of the Trustees, they may require the owner concerned, to deposit a sum of money with the managing agent or the Trustees, as a "building deposit", which shall serve as security in the event of damage being caused to an adjacent unit or to common property. The Trustees shall at their sole discretion allocate funds from this deposit to repair any damage which may be caused to the common property by the applicant's building operations. Where a deposit becomes insufficient, the Trustees shall require a further deposit. When the works are complete, the deposit, less deductions, if any, shall be returned to the owner. The rights of the Trustees in terms of this clause shall not derogate from any other legal rights which the Trustees or Body Corporate may have against affected owners.
- 11.4 In the event that the owner of the section being altered changes the previous plans approved by the Trustees in respect of any alteration then it shall be incumbent upon the owner to bring such change(s) to the attention of the nominated Trustee before the Contractor is instructed to proceed with the change(s). The Trustee may require the amended plans to be reviewed and signed by an Engineer, at his own cost before the work may proceed.
- 11.5 The owner shall be responsible for the conduct of their contractors or movers, and for the staff of the contractors or movers, and for any damage caused by their contractors or movers or their staff.
- 11.6 Contractors or movers who cause damage or undue disturbance may be barred from the complex.
- 11.7 The owner shall ensure that the contractor stores all building materials and rubble only in the location specifically allocated by the Trustees, and that such rubble or refuse is removed soon as possible. No building rubble may remain on any part of the common property and must be completely removed at the end of each working day.
- 11.8 No paint, solvents, chemicals, cement, plaster or grout slurry may be washed or otherwise disposed of into the storm water or sewage drains. This is not only illegal but can pollute the complex paving or clog/poison the drainage systems. All such material must be put into suitable containers and removed from the property.



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- 11.9 If any loss, damage or inconvenience occurs to any unit or common property, such owner shall be given two weeks after written notice by the Trustees, or their nominee or the Managing Agents to repair, maintain or rectify the problem. If the owner does not comply with such written notice, the Body Corporate shall be entitled to rectify the owner's failure in such manner as it deems fit and to recover the cost of so doing from such owner.

12. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 12.1 A speed limit of 15 km per hour shall be observed on the common property at all times.
- 12.2 Vehicles may not be driven within the common property in a manner that is reckless or unsafe, or that creates a noise or a nuisance.
- 12.3 Hooters shall not be sounded within the common property other than in emergencies. A closed gate does not constitute an emergency.
- 12.4 Vehicles shall be parked only on such areas of the common property as are specifically indicated for that purpose and in such a way that the flow of traffic and access and egress from parking bays is not obstructed. Should a vehicle be parked in a manner that causes obstruction, the Body Corporate may impose a penalty fine in terms of Clause 21 of these Rules, on the owner of the relevant Dwelling Unit.
- 12.5 Should a vehicle be parked in a manner that causes obstruction to any other vehicle or person, the vehicle may be clamped by a trustee, and the owner of the vehicle shall be fined an amount of R150.00 for the clamp to be released.
- 12.6 Vehicle/s belonging to an owner or resident shall be parked only in his own allocated parking. This includes caravans, trailers, boats or other wheeled vehicles.
- 12.7 Vehicles may not drip oil or fluids on to the common property. Should there be any cleanup required in the case of a contravention of this rule; the cost thereof will be charged to the resident responsible.
- 12.8 Only vehicles belonging to visitors may be parked in the visitors parking area and then only for a maximum of 24 hours at a time.
- 12.9 Trustees may instruct the owner of any vehicle parked, standing or abandoned on the common property in contravention of these rules, to remove the vehicle off the Hillcrest Body Corporate property. The Trustees may impose a fine in terms of Clause 21 on the owner of the vehicle should he neglect or fail to do so.
- 12.10 Car alarms that are triggered must be attended to immediately. Should the owner of the vehicle be absent from the complex, and the vehicle alarm causes a disturbance to the residents of the complex, the Trustees will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the owner of the vehicle.



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12.11 Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle and that no liability shall be attached 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 to be such, may suffer.

12.12 No person may perform repairs or refurbishments of any kind to any vehicle anywhere on the premises of Hillcrest, other than attending to flat tyres or flat batteries.

13. OCCUPANCY LIMITATION

13.1 The permanent occupancy of any section at Hillcrest shall be limited to only two persons per bedroom, or three persons if all are under six years of age. For the purposes of this clause permanent occupancy shall mean where a person is sleeping at the section for a period longer than fourteen days.

14. INSURANCE CLAIMS

14.1 The owner of a section is responsible for any excess payment in respect of his or her section payable in terms of a contract of insurance entered into by the body corporate, unless it can be proved that the cause of the damage to a section emanated from the common property and it can further be proved that it was due to the neglect of the Body Corporate to attend to the repair or maintenance of any portion of the common property. In the above instance the onus rests on the unit owner to prove on a balance of probabilities that the cause of the damage emanated from the common property, and that the incident resulting in the damage was caused by the neglect of the Body Corporate to attend to the repair or maintenance of any portion of the common property.

14.2 It is the section owner's responsibility to take all reasonable precautions to prevent or limit loss, damage, destruction to his section and the common property.

14.3 The Body Corporate insurance policy does NOT cover the personal belongings of residents.

15. COLLECTION OF LEVIES

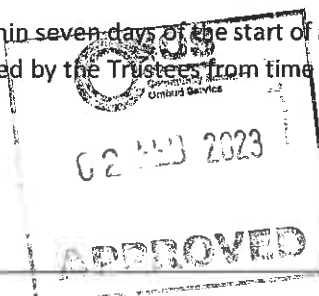
15.1 It is the duty of the Trustees to determine the levy in terms of Management Rule 31.

15.2 Owners are, in addition, liable for payment for services which are individually metered, such as electricity supplied to their units.

15.3 Special levies may also be raised by the Trustees from time to time where justified for the purpose of maintenance work, replacements or improvements to the building, in terms of the Management Rules.

15.4 Levies and other charges must be paid within seven days of the start of any month, failing which interest will be charged at a rate determined by the Trustees from time to time, in accordance with Management Rule 31(6).

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- 15.5 If the Trustees determine that legal action is required to recover outstanding amounts, the offending owner is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of the arrear contributions or any other arrear amounts due and owing by such member to the Body Corporate, or in enforcing compliance with these rules, the conduct rules or the Act.

16. TELEVISION AERIALS AND SATELLITE DISHES

- 16.1 Individual television aerials and satellite dishes shall not be installed/ erected on common property without the prior written consent of the Trustees and the Trustees shall be entitled to attach any reasonable condition if, at their sole discretion, such consent is granted.
- 16.2 If any such installation damages the water-proofing, or any other aspect of the building, the costs of such repair shall be recovered from the owner of the unit responsible.

17. APPEARANCE OF THE BUILDING FROM THE OUTSIDE

- 17.1 An owner or occupier of a section shall not alter any part of the common property without first obtaining the written consent of the Trustees, this includes attachment of external structures or wiring, marking or painting walls, and driving of nails, screws or other fastenings. Should this rule be contravened the Trustees may restore the common property to its original state at the cost of the offender.
- 17.2 An owner or person authorised by him may install any locking device, safety gate, burglar bars or other safety device for the protection of his section or any screen or other device to prevent the entry of animals or insects, provided the appearance thereof has been approved in writing by the Trustees, in advance.
- 17.3 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 corridors, gardens or doorways, which in the discretion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 17.4 Laundry shall be hung on common property washing lines only and in no circumstances on or in any other common property areas or exclusive use gardens, or hung over any balcony of the section or in any other manner so as to be visible from outside the section.

18. SLAUGHTERING OF ANIMALS FOR CULTURAL, RELIGIOUS OR OTHER PURPOSES

- 18.1 Slaughtering of animals for religious and cultural purposes only shall be permitted within the confines of a section (and not under any circumstances on common property) subject to the following conditions:

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- 18.2 Slaughtering shall only be performed by a qualified person; a notice from the local authority shall be provided confirming that all by-laws with regard to the ritual slaughter have been/will be complied with; a notice from the health department shall be provided confirming that health department specifications with regard to the ritual slaughter have been will be complied with; and a certificate from the Society for the Prevention of Cruelty to Animals (SPCA) shall be provided confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter.
- 18.3 The animal will be brought onto the premises immediately prior to the slaughtering, and all remains of the animal will be removed immediately from the premises, on the same day.

19. ESTATE AGENTS

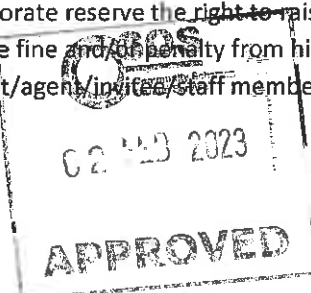
- 19.1 The owner of the unit being marketed for sale shall ensure that any estate agents marketing his unit in the scheme for sale shall provide a prospective purchaser with a copy of the Conduct Rules.
- 19.2 The owner of a unit shall ensure that any agent who rents a section out on behalf of an owner shall provide the lessee with a copy of the Conduct Rules.
- 19.3 The owner of the unit shall ensure that all signs erected by their agent comply with the Municipal By-Laws.

20. DISCLAIMER

- 20.1 The Body Corporate, Managing Agents, Trustees and Body Corporate staff shall not be liable for any injury or loss or damage of any description which an owner or occupier of a section or any member of his family, or his staff, or friend, acquaintance, visitor or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual units by reason of any defect in the common property, its amenities or in the individual units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.
- 20.2 The Body Corporate or its agents and staff shall not be liable or responsible in any manner whatsoever for the loss, receipt or non-receipt, or the delivery or non-delivery, of goods, postal matter, or any other property.
- 20.3 It is further recorded that the Body Corporate, its Managing Agent, duly elected Trustees and all employees shall not be held liable for any damage, loss or injury suffered by any person from whatever cause within a section at the scheme.

21. THE IMPOSITION OF FINES AND/ OR PENALTIES BY THE TRUSTEES IN CERTAIN CIRCUMSTANCES

- 21.1 The Trustees on behalf of the Body Corporate reserve the right to raise a fine and /or penalty on an Owner (who will then have to collect the fine and/or penalty from his tenant/agent/invitee/staff member) should the owner or the tenant/agent/invitee/staff member be in contravention of these Conduct Rules.
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- 21.2 A fine and/or a penalty may be imposed after a second transgression notice to the relevant owner, fails to elicit compliance with these Conduct Rules. The first and second transgression notices to the owner or occupier must be in writing , must explain the transgression (offence) and if applicable how it relates to the first transgression , must advise the member or occupier to stop the transgression and must give a time frame to the owner or occupier within which to comply. The member or occupier may dispute the offence and meet with the Trustees. No fine may be imposed after the first meeting with the Trustees. After a second meeting with the Trustees a fine may be imposed. (notwithstanding that such fine is in respect of the misbehaviour of the tenant, invitee, or staff member).
- 21.3 The extent of such fine and/or penalty in money is to be determined from time to time by the members of the Body Corporate either at an owners meeting or by written special resolution . A fine and/or a penalty may not be equal to or more than the applicable monthly levy of the owner of the unit concerned.
- 21.4 This is in addition to the recovery of any reasonable costs incurred to rectify a problem.

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(21.4 is the last clause of these Rules)

