ACREWOOD

CONDUCT RULES

ACREWOOD
LUXURY APARTMENTS

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

APPROVED BY THE COMMUNITY SCHEMES OMBUD SERVICE ON 26 OCTOBER 2021

REFERENCE: CSOS/GovDocs/21/WC/002120

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. 95 of 1986 ("**the STSMA**") and furthermore in accordance with the Management Rules, being an association constituted as a 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 development scheme known as *Acrewood* ("**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, then the provisions of these Conduct Rules shall prevail.

1.2. The Scheme shall be established as a residential development as contemplated in Section 32(1) of the STA.

1.3. These Conduct Rules shall at all material times be subject to the Management Rules and the constitution of the Sitari Country Estate Master Home Owners' Association ("**the Constitution**") as amended from time to time and any applicable guidelines and rules issued in terms thereof, including, but not limited to the Governing Rules, as amended from time to time. Should there at any time be a conflict between the provisions of these Rules and those contained in the Constitution, the Governing Rules or any guidelines and/or rules issued in terms thereof, then the provisions of the Constitution, the Governing Rules or any guidelines and/or rules issued in terms thereof 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 appeasing appearance of the Common Property and all Sections;

1.5.3. ensure a secure, healthy and harmonious living environment for the benefit of all Occupants of the Scheme; and

1.5.4. ensure 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, servants, contractors, sub-contractors, friends, tenants, employees or any other person(s) are made aware of and strictly abide by these Conduct Rules at all times.

1.7. Ignorance shall not be a reason for non-compliance with these Conduct Rules by any person whomsoever.

1.8. Subject to section 10 if 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, the Governing Rules and/or the Management Rules.

2. Definitions and Interpretation

2.1. All definitions, words and expressions to which a meaning has been assigned in the Management Rules shall bear the same meaning in these Conduct Rules and apply in the interpretation thereof, unless inconsistent with the context or specifically stated otherwise herein.

2.2. Notwithstanding the manner in which the clauses in these Conduct Rules have been grouped together or 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. Where the word "**he/his**" is used in any rule, it includes "**her/hers**" and "**its**" and any juristic person which is the registered owner of a Section in the Scheme and *vice versa*.

2.5. The term "**Occupant**" shall mean:

2.5.1. the owner of any Section who shall be a Member of the *Acrewood Body Corporate*; and

2.5.2. the tenant and/or any other person(s) residing in a Section and/or visiting any tenant or owner of any Section for any reason and/or for any period of time.

3. Application and Enforcement 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 the entire Scheme and all Occupants (as envisaged in clause 1.4).

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 in their sole discretion.

3.3. If the Trustees instruct attorneys in connection with or arising out of an infringement of the Management Rules and/or these Conduct Rules by an Occupant, the Occupant shall be liable to reimburse the Body Corporate in question on demand for all legal costs (on an attorney and own client scale) and all other costs and charges incurred in respect thereof.

4. Animals, Reptiles and Birds

4.1. No animals, reptiles and/or birds will be kept by an Occupant without the prior written consent of the Trustees.

4.2. When granting such approval, the Trustees may prescribe any reasonable condition(s), which may include but shall not necessarily be limited to control of excessive noise, prevention of hindrance and/or nuisance to Occupants, control of aggressive behaviour, damage to any property and/or injury to any person.

4.3. All cats and dogs must be:

4.3.1. vaccinated on an annual basis with all relevant documentation to prove same;

4.3.2. identifiable by collar and identity tag with the Section number and a contact telephone number, and/or the pet must be micro-chipped and proof provided to the Trustees on request.

4.4. All animals must be leashed or carried and properly controlled at all times when on the Common Property.

4.5. All animals must be registered on SCEMHOA's pet register, which pet register will be used to keep record of owners' details and pets' details (including a photograph and microchip number, etc) and the consent envisaged in 4.1 and 4.2 above shall be subject to registration of the relevant pet on the pet register.

4.6. Subject to the provisions of the Governing Rules and provided that the relevant Section is situated on the Ground Floor of the Scheme, only 1 (one) dog and 1 (one) cat alternatively 2 (two) small dogs or 2 (two) cats per Section is allowed. Prior written consent must be obtained from the Trustees should the Occupant wish to keep an additional animal, which consent shall be in the Trustees' sole discretion. For the avoidance of doubt, it is recorded that no animals shall be kept in Sections that are not situated on the Ground Floor of the Scheme.

4.7. Occupants shall ensure that their pets do not foul the Common Property. Should any pet foul the Common Property, the Occupant to which the pet belongs shall remove all excrement or other mess left by such pet forthwith and ensure that the said area is duly cleaned.

4.8. The Trustees may withdraw approval for the keeping of an animal, reptile and/or bird in the event of any breach of any conditions prescribed above or if any written complaint is received from another Occupant and such complaint is verified by the Trustees.

4.9. Approvals or consents shall not automatically be assigned to any Section in perpetuity. Any change/replacement of animals, reptiles and/or birds requires new applications for approval to be submitted to the Trustees, subject to the terms and conditions as set out in this clause 4.

5. Sanitary Service / Refuse Removal

5.1. For the purpose of having the refuse collected, the Occupant shall ensure that refuse is placed in garbage receptacles in the area provided for such purpose by the Trustees.

5.2. No garbage receptacles may be placed where visible to any other part of the Common Property or any other Section.

5.3. Occupants shall ensure that before refuse is placed in a garbage receptacle it is securely wrapped, sealed or, in the case of tins or other containers, completely drained.

5.4. This clause 5 shall apply equally to recycling (if such service is available).

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 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 any way that may obstruct or block any entrances to, exits from and/or roads forming part of the Scheme.

6.3. Entrances to, exits from and/or roads forming part of the Scheme are to remain clear and unobstructed at all times.

6.4. Except for emergency repairs to an Occupant's vehicle (such as tyre change, or battery/window replacement), any repair to and/or reconditioning of vehicles on the Common Property or anywhere else within the Scheme is strictly prohibited.

6.5. Vehicles may not travel at speeds in excess of 30km/h on any portion of the Common Property. This speed limit is, to the extent required by law, subject to approval by the relevant authority(ies).

6.6. No vehicle exceeding a gross vehicle mass of 5000kg shall be allowed to enter the Scheme.

6.7. No caravans, recreational vehicles, boats, trailers or the like are permitted to be parked/left on the Common Property or anywhere else within the Scheme.

6.8. Occupants shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil, brake fluid or other substances on the Common Property or in any other way deface any part of the Common Property. The onus is on the Occupant to restore any area where a spillage or damage 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 cleaning/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 written demand.

6.9. Any vehicle parked in contravention of the aforegoing may be wheel clamped, which clamp will only be removed after payment of a fine (charged per day) as the Trustees may determine from time to time, without the Trustees and/or the Manging Agent thereby incurring any liability for any damages of any nature whatsoever.

6.10. The normal statutory road rules will apply within the Scheme.

6.11. No reckless driving will be tolerated within the Scheme.

6.12. No car washing is allowed on any part of the Common Property. Car washing, if required by the Occupant, must be carried out off site by the Occupant.

7. Damage to Common Property

7.1. Should any damage of whatsoever nature be caused to the Common Property (including entrance & exit gates, booms, etc) 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 in question to suffer any loss or incur any expense, such Occupant shall be liable to properly repair such damage forthwith and to immediately on demand reimburse the Body Corporate in full in respect of such loss or expense. For the sake of clarity it is recorded that:

7.1.1. the Trustees may from time to time determine a threshold for submission of claims to the Body Corporate's insurers; and

7.1.2. should the value of the loss and/or damage as aforesaid fall below the prevailing threshold set by the Trustees, the Occupant shall not be entitled to insist that the loss and/or damage be claimed under any insurance policy held by the Body Corporate and shall pay the full value of the loss and/or damage to the Body Corporate on written demand; and

7.1.3. should the value of the loss and/or damage as aforesaid exceed the prevailing threshold set by the Trustees and the loss and/or damage is covered by the Body Corporate's insurance, the Occupant shall be liable for and immediately on written demand pay to the Body Corporate any excess due under the relevant insurance policy together with any increase in insurance premiums resulting from such claim.

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, the Trustees of the Body Corporate shall authorise such work to be done by a competent and qualified electrician.

8. Alterations, Additions & Appearance

8.1. No extensions or alterations and/or improvements of a structural nature to any Section, balcony, patio, stoep, garden or carport, including awnings and security gates (where applicable) shall be affixed or made unless SCEMHOA and the Trustees have been given full particulars thereof (including where necessary, plans approved by the local authority) and SCEMHOA 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 will also require the permission of the Trustees in writing.

8.2. 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 written demand.

8.3. Tampering with television aerials, satellite dishes and/or masts installed on the Common Property is prohibited.

8.4. No television aerials, satellite dishes and/or air-conditioning units which are visible from the outside of the Section may be erected without the Trustees' prior written consent. When granting such consent the Trustees may prescribe any reasonable condition(s), which may include but shall not necessarily be limited to height and other restrictions.

8.5. All refuse, debris etc. resulting from extensions, alterations and/or improvements shall, at the Occupant's cost, be stored in a container approved by the Trustees and placed in a location on the Common Property (designated and approved by the Trustees), which container shall not be allowed to overflow and must be removed by the Occupant concerned within 5 (five) days of completion of such work. If such refuse, debris etc. 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 written demand.

8.6. The Occupant of a Section shall not place or do anything in any Section or on any part of the Common Property which, in the sole and absolute discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Section i.e. hanging washing/awnings/décor.

8.7. 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.

8.8. Notwithstanding clause 8.7 an Occupant or person authorised by him may install:

8.8.1. any locking device, safety gate, burglar bars or other safety device for the protection of his/her Section; and/or

8.8.2. any screen or other device to prevent the entry of animals or insects,

provided that the Trustees shall have prior approved in writing the nature, design and colour of the device and the manner of installation.

8.9. The dragging of furniture and other items on any surfaces on the Common Property is strictly prohibited. Items must be carried and/or moved in such a manner that they do not cause any damage of whatsoever nature to any part of the Common Property.

9. Building Deposit

9.1. Each Occupant shall, when submitting to the Trustees for approval the detailed plans for the construction of any improvements, alterations and/or additions to any permanent or semi-permanent fixtures/structures in terms of clause 8 above, pay to the Body Corporate a building deposit in an amount to be determined from time to time by the Trustees, which amount shall be retained by the Trustees in trust until completion by the Occupant and/or its contractors of such work.

9.2. Upon completion of the construction work and other activities, the Trustees shall, if they are satisfied that no damage has been caused by the Occupant or any of its contractors to the Common Property, and that the work has been constructed in accordance with the duly approved plans, release the building deposit (less any costs which may be incurred by the Body Corporate in obtaining this approval, including the costs of the Trustees and their nominee (if applicable) to the Member.

9.3. In the event of the Common Property having been damaged due to the construction of any improvements, alterations and/or additions to any permanent or semi-permanent fixtures/structures in terms of clause 8 above, the Occupant shall within 15 (fifteen) days of having been requested to do so in writing by the Trustees, repair the damage to the satisfaction of the Trustees, failing which, the Trustees shall be entitled to appoint an independent contractor to repair the damage, and the Occupant shall immediately on demand pay to the Body Corporate the cost thereof plus a 20% (twenty percent) mark-up to be added as a service fee for the Body Corporate to procure the repairs. The amount paid to the Trustees as a building deposit shall be utilised to defray the said costs. If, however, the building deposit is not sufficient to cover the cost of such repairs and/or the service fee, the Occupant shall immediately on demand pay any such shortfall to the Body Corporate.

10. Business Activities, Signs and Notices

10.1. Save to the extent that the Developer and/or the Body Corporate/Managing Agent may set up a sales and/or management office at the Estate, no business, profession and/or trade may be conducted in any Section, Exclusive Use Areas and/or anywhere on the Common Property.

10.2. No auction or jumble sale may be held anywhere in the Scheme unless the prior written consent (in the sole discretion) of the Trustees is obtained.

10.3. Subject to the provisions of the Management Rules, no Occupant 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 any vehicle parked anywhere in the Scheme.

10.4. Estate agent signs are allowed but shall be limited to a maximum of 3 (three) only in/on the Scheme. The type, size, wording and location of estate agent signs must be approved by the Trustees in writing before being erected on Common Property. These signs may only be erected on show days and must be removed at the end of the specific show day. Failure to do so will result in the said signs being removed and in order to procure the release of such signs the Occupant shall be liable for a fine determined by the Trustees in their sole discretion.

11. Littering

11.1. 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.

11.2. Litter bins may be provided by the Body Corporate in designated locations on the Common Property.

12. Laundry

12.1. Washing and other articles may not be hung out on or in any part of a Section and/or the Common Property or in any position where it is visible from any part of the Common Property and/or from any other Section(s).

12.2. An Occupant of a Section shall not erect any washing lines on any part of the Common Property.

12.3. Mobile clotheshorses may not be placed on or in any part of the Common Property, but may be used in the Sections, provided however it is not visible from any part of the Common Property and/or from any other Section(s).

13. Storage of Inflammable Material & other Dangerous Acts

13.1. An Occupant shall not store any material nor do or permit or allow to be done anything in his Section or on the Common Property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

13.2. No firearms, pellet guns, catapults or bow and arrows, and the like may be discharged from anywhere within the boundaries of the Scheme.

13.3. 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.

13.4. No fireworks of any kind are allowed to be kept and/or set off or discharged within the boundaries of the Scheme.

14. Letting of Sections

14.1. Owners who let their Sections to tenants or otherwise allow occupation of their Sections to third parties must advise the Managing Agent for the Body Corporate of the name and full contact details of the tenant or other occupier.

14.2. Owners who let their Sections to tenants or otherwise allow occupation of their Sections to third parties must ensure that their tenants and other occupier are introduced to an appointed Trustee and that each of them signs a copy of these Conduct Rules prior to taking occupation. Failure to do so shall not be reason for non-compliance with these Conduct Rules by any such tenant or other occupier.

14.3. All tenants of Sections 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 or any grant of right of occupancy.

15. Eradication of Pests

15.1. An Occupant shall keep his Section free of white ants, borers and other wood destroying insects, birds (such as pigeons & Indian myna's), bats, insects and other pests; and

15.2. The Occupant 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.

16. Cycles

Bicycles, tricycles, roller skates, skateboards, etc. may not be left in or on any part of the Common Property.

17. Gardening and Plants

17.1. Gardens and plants on the Common Property are for the enjoyment of all Occupants and no wilful/negligent damage thereto will be tolerated.

17.2. Removal of plants from the Common Property is forbidden unless authorised by the Trustees in writing.

17.3. Occupants may not modify or in any way change the gardens outside their Sections (where applicable) without the prior written consent of the Trustees.

17.4. Garden tools must not be stored in any way that it is visible from the Common Property or from any other Section(s) and my not be left anywhere on the Common Property.

17.5. No “zozo” huts, wendy houses or similar structures may be erected in any garden area (where applicable) or on the Common Property at any time without the prior written approval of the Trustees. Any such approval shall be subject to the provisions of clause 8 above and the Trustees may attach certain conditions to such approval, including but not necessarily limited to (i) height restrictions, (ii) prescribed roof construction, (iii) that it not be visible from any other Section or from any part of the Common Property, (iv) that these structures may not have any windows, etc.).

17.6. Occupants will not request any employee of the Body Corporate to perform work on their behalf during normal working hours.

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

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

18. Supervision of Children

Occupants shall properly supervise their children (i.e. persons under the age of 18 years), 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.

19. Employees

19.1. In addition to the requirements in terms of the Governing Rules:

19.1.1. all employees must be registered, in writing, with the Managing Agent and SCEMHOA. The Occupant is to provide the name of their employee together with the days/times that the said employee will require access to the Estate and the Scheme. The employee will then be issued with an identity card, the cost of which will be borne by the Occupant.

19.1.2. only registered employees will be allowed access to the Estate and Scheme, this includes family, friends, and visitors of employees.

19.1.3. Occupants shall ensure that their employees and service providers strictly comply with the Constitution, the SAC, and these Conduct Rules.

20. Noise

20.1. An Occupant shall ensure that he and his visitors, guests, employees and/or 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, including the use of power-tools and similar tools and especially construction, is to be limited to weekdays between 07h30 and 17h00 with noisy work not to be undertaken on Saturdays, Sundays, or public holidays. Any knocking of nails, drilling, grinding and hanging of pictures should be done at a reasonable hour so as not to disturb Occupants of neighbouring Sections. These provisions shall not apply to the Developer to the extent that the Development is still under construction.

20.3. No Occupant shall do or permit to be done or persist in doing any act, matter and/or thing which may cause or tend to cause a nuisance to any other Occupant, including the loud playing of any musical instrument, radios, record players, compact disc players, television sets, videos and the like.

20.4. Social functions are to be limited in 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 number of guests, parking arrangements, timing, etc.

20.5. Occupants' service providers, private employees and their visitors must make every effort to perform their duties quietly and avoid (i) vocal disturbance on the Common Property and (ii) causing nuisance to any other Occupant.

20.6. Any noise and, in particular, loud music is to end strictly by no later than 22h00 in the evening from a Sunday to a Thursday and strictly by no later than 24h00 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. at the entrances to or exits from the Scheme or 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 (including all working/moving parts) must be maintained in such a manner as not to exceed the Automobile Association's permissible noise levels.

20.10. In the event of disputes between Occupants arising from annoyance, disturbance and/or nuisance, the involved parties should attempt to settle the matter amicably between themselves, exercising tolerance and consideration. Where the dispute cannot be resolved, the matter should be brought to the attention of the Trustees and referred for dispute resolution in accordance with Rule 23 of the Management Rules.

21. Braais or Barbeques

All braaiing/barbequing shall be conducted in such a manner so as to limit disturbance or smoke contamination to other Occupants. The extent of the disturbance shall be assessed by the Trustees who shall have sole discretion as to the control measures required to ensure compliance with these provisions.

22. Security

22.1. Occupants and other persons entering the Estate and/or the Sceme 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 protocol at any entrance to the Estate shall be adhered to at all times and as may be notified to Occupants and as may be amended from time to time by the Board.

22.3. Any criminal activity or suspected criminal activity must be reported to the security personnel on duty and to the Trustees as soon as possible after the occurrence of any incident.

23. General

23.1. The Trustees are not responsible for, and has 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 thrown on the Common Property.

23.4. An Occupant 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 Estate and/or 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 or on the Common Property or anywhere within the Scheme and/or the Estate.

23.5. 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 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, stoops and gardens, where applicable) which, when viewed from the outside of the Section, 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 fails to remedy any breach or continues to be in breach 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 on the Common Property are to be exclusively used for firefighting purposes.

23.10. The maximum number of Occupants in each Section will be limited to 2 (two) per bedroom.

23.11. Balconies, patios, stoeps and/or terraces (where applicable) must be kept clean and tidy at all times. No mops, boxes, clotheshorses or clothes lines, and/or dead plants are to be left in/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 a Section and their respective guests, visitors, invitees and employees.

Copies of this document will be made available on written request by an Occupant at a reasonable cost as determined by the Trustees.