

CONDUCT RULES

21 JELICO - SECTIONAL SCHEME CONDUCT RULES



1. APPLICABILITY

1.1 These Conduct Rules, as amended from time to time, are applicable to and binding upon all Owners of Units, Lessees (short and long term) and other Occupiers of Units.

1.2 It shall be the responsibility of an Owner to ensure compliance with the Conduct Rules by all Occupiers of their Unit, and/or their visitors, employees and contractors.

1.3 The Trustees may (as referred to in Conduct Rule 22 and 23) add the fine imposed on an Owner to their contribution payable and the Trustees may further (in accordance with the Management Rules), recover interest on any arrear amounts from an Owner.

1.4 The Management Rules shall be in terms of Section 10(2) read with Annexure 1 of the Regulations of the Sectional Title Schemes Management Act of 2011, as amended and approved by the Community Schemes Ombud Service.

1.5 It is noted that **21 Jellico** is a single-use scheme comprising of a residential component only.

2. INTERPRETATION

2.1 The clause headings are for convenient reference and shall be disregarded in construing these Rules.

2.2 Unless the context clearly indicates a contrary intention:

- 2.2.1 The singular shall include the plural and vice versa; and
- 2.2.2 A reference to any one gender shall include the other genders; and
- 2.2.3 A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.

2.3 Words and expressions defined in any Rule shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expression in such Rule.

2.4 Words and expressions defined in the Sectional Titles Act of 1986 and the Sectional Title Schemes Management Act of 2011 and annexures shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Sectional Titles Act of 1986 and the Sectional Title Schemes Management Act of 2011 and annexures thereto.

2.5 When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2.6 Where numbers are expressed in words and in numerals in any Rule, the words shall prevail if there is any conflict between the two.

3. GUIDELINES

3.1 The Trustees may issue Guidelines in connection with any Conduct Rule.

3.2 The Guidelines shall not be in conflict with any other Management Rule, Conduct Rule or the Architectural Design Controls.

3.3 The Guidelines shall provide directions, procedures or processes as to the practical application of a Conduct Rule.

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4. ARCHITECTURAL DESIGN CONTROLS

4.1 The Trustees shall from time to time prepare and revise Architectural Design Controls in respect of exterior alterations referred to in Rule 6. The Architectural Design Controls may contain specifications and sketch plans as to the nature, design, material, colour and manner of installation required to ensure uniformity of construction.

4.2 The Architectural Design Controls shall be adopted by the members by ordinary majority resolution at the first subsequent Annual General Meeting.

4.3 At every subsequent Annual General Meeting, any amendments proposed by the Trustees shall be tabled for consideration and approved by the members by ordinary majority resolution, with or without amendment.

4.4 The Architectural Design Controls shall, by virtue of these Conduct Rules, be binding upon Owners and Occupiers (and their guests, visitors and the like) and shall be strictly adhered to by them.

5. USE OF UNIT AND/OR COMMON PROPERTY

5.1 No Owner of a unit may, without the prior consent of the Trustees:

- 5.1.1 allow more than two adults in a studio residential unit or per bedroom, except in special circumstances for a short duration of time and with written authorization from the Trustees.
- 5.1.2 hold or permit to be held any auction or a fete in the unit or on the common property.
- 5.1.3 erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property.
- 5.1.4 remove any shrubs, tree or plant on or in the common property.
- 5.1.5 in the sole view of the Trustees, carry on any noisy, injurious or objectionable trade or business of any kind in any unit or on the common property (except where prior written consent as per sub-rule 5.2 was obtained);
- 5.1.6 gather unnecessarily and or obstruct the walkways, stairwells and lifts.
- 5.1.7 the common property shall not be used for gatherings or parties of any nature whatsoever.

5.2 No owner may, without the prior written consent of all owners and the Local Authority in the form of a land-use departure application, use the unit for any purpose other than residential accommodation.

5.3 An owner shall not place or do anything on any part of the common property or on the balcony, stoep or patio of their unit which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the Unit.

5.4 An owner shall ensure that all external windows shall have fitted curtains and/or blinds, the back of which are neutral in colour (i.e. the side or the curtains and/or blinds facing the window). The Trustees shall have the sole discretion to determine whether a colour is "neutral" or not.

5.5 An Owner shall ensure that any major interior alterations must be approved by the Body Corporate prior to any such alteration being affected.

5.6 An Owner shall be responsible for the maintenance and upkeep of their balcony, Provided that the Body Corporate shall be responsible for the structural and waterproofing repairs of the balcony unless the base structure and waterproofing has been altered by the respective owner in terms of Management Rule 29.

5.7 An Owner or Occupier is responsible for the maintenance of their unit and the Owner shall be responsible for any damage occasioned to any other Unit or Common Property arising from their unit.

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5.8 If an owner fails to maintain their section as prescribed above, this failure threatens the stability of the common property, the safety of the building or otherwise materially prejudices the interests of the body corporate, its members or the occupiers of sections generally, and such failure persists for a period of thirty days after the giving of written notice by the Trustees or the Managing Agent to repair or maintain, as the case may be, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

5.9 The above will not apply in the instance of an emergency, in which instance the body corporate need not send a notice or written demand to the relevant owner before rectifying the failure.

5.10 Owners must not overload the lifts and shall be responsible for the actions of their tenants, visitors and contractors in this regard.

5.11 The Trustees, Managing Agents or their duly delegated nominee are entitled to impose fines on short-term letting occupants, for which the Owners of the sections let by such occupants are liable, for breaches of the Rules, provided that the process in Rule 24 is followed. This Sub-rule 5.11 is to be read in conjunction with Rule 24 and the Penalty Schedule attached hereto.

6. DAMAGE, ALTERATIONS OR ADDITIONS TO A UNIT AND TO THE COMMON PROPERTY

6.1 An owner of a unit shall not mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the common property without first obtaining the prior consent of the Trustees.

6.2 To ensure uniformity of appearance, an owner shall not attend to any visible alteration, addition, extension, renovation repairs or decoration to the exterior of their unit or to the common property, without the prior written consent of the Trustees, including but not limited to:

- 6.2.1 installing any locking device, safety gate, burglar bars or other safety devices for the protection of a unit;
- 6.2.2 installing a canopy in a unit;
- 6.2.3 installing a screen or other device to prevent the entry of animals, insects, etc.;
- 6.2.4 installing any outside TV aerial, satellite dish, or any other device for the reception or transmission of radio, television or other signals, solar heating systems, air- conditioning apparatus, skylights, chimney or chimneys flues etc.
- 6.2.5 make any structural, decorative or other alteration or addition to a unit externally or internally to the extent that it can be seen externally.
- 6.2.6 any alteration to plumbing and electrical wiring or conduits and pipes.

6.3 No drilling and/or chopping whatsoever shall be allowed into the concrete slabs to create any penetration without the prior written consent of the consulting engineers nominated by the body corporate.

6.4 All internal building alternations are to be approved by the Trustees. An approved plan with a R10 000.00 refundable deposit or such greater amount as the Trustees may decide, is to be submitted prior to commencement of construction. Building operations are to be conducted from Monday to Friday between 08:00 – 17:00. Any deviation from these set hours is to be approved by the Trustees. All building rubble and cleaning of areas to be done daily and for the owner's account.

6.5 Any cost to repair damage to any common property from any alterations will be withheld from the refundable deposit and the difference will be refunded. If the cost to repair the damage to the common property is more than the refundable deposit, the remaining amount over and above the deposit will be charged to the levy account of the owner.

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6.1 The owner of a unit shall ensure any broken window and/or sliding door pane is replaced within 7 days of breaking from whatsoever cause, except where same is caused by the body corporate, in which event the body corporate shall replace same.

6.2 "Swing type" security gates must be able to swing a full 180 degrees so as not to obstruct the passageways when in the open position. All security gates erected shall be white in colour and must be the Maxi-Gate Forte model or similar pre-approved model. All security gate and burglar bars must have the prior approval of the Trustees.

7. BEHAVIOUR OF OWNERS, OCCUPIERS, CONTRACTORS AND GUESTS

7.1 All Owners shall ensure that the use of their unit and of the common property and its facilities is at all times conducted in such a manner as not to:

- 7.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other owner or occupier, particularly in the form of loud music, instruments, radio or TV or irritable audible noisome sound.
- 7.1.2 detrimentally affect the rights and interest of other Owners or occupiers.

7.2 Consideration must be given with regard to noise at all hours. Exceptionally low noise levels must be maintained between 22h00 and 08h00 from Sundays to Thursdays and between 23h00 and 08h00 on Fridays and Saturdays. Exceptionally low noise means that the noise must not be of such a nature that the occupants of any other unit are unable to sleep.

7.3 Owners shall be responsible for the behaviour of their occupiers, contractors, sub-contractors and guests and shall be liable for any damage caused by them. Any damage caused by such occupiers and guests shall be repaired at the cost of the owner concerned, within 14 days of written notice by the Trustees, to the satisfaction of the Trustees. In the event that such damage has not been repaired within the time period, the Trustees shall attend to the repair thereof at the expense of such owner.

7.4 No person shall be permitted to use bicycles, roller blades, skateboards and the like, in the stairwells and landings, or any common property.

7.5 Shopping trolleys are not permitted on the property, nor must they be left outside the property in such a way that they obstruct access to the property.

7.6 Owners, occupiers and/or visitors must not cause a nuisance to any other occupiers by smoking within the boundaries of their unit and will be subject to the limitations imposed by smoke legislation where applicable and as amended from time to time.

8. REFUSE DISPOSAL

8.1 An owner of a unit shall:

- 8.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within their unit and their exclusive area.
- 8.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained and further ensure that a refuse bag is not over-filled and/or torn and that no refuse is left on top of a receptacle.

8.2 For the purpose of having the refuse collected, place their refuse bag within one of the municipal refuse bins in the area designated by the Trustees.

8.3 An owner shall not allow any refuse for the disposal of which he is responsible, to remain on any landing, staircase, walkway or in any entrance or passage, or on any part of the common property.

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7.3 An owner shall not allow any refuse for the disposal of which he is responsible, to remain on any landing, staircase, walkway or in any entrance or passage, or on any part of the common property.

8.4 An Owner shall:

- 8.2.1 comply with the regulations issued from time to time by the Local Authority pertaining to refuse and refuse collection.
- 8.2.2 be responsible to remove certain of their refuse for which the Local Authority is not responsible.
- 8.2.3 comply with any further Guidelines imposed by the Trustees in pursuance of this Conduct Rule;
- 8.2.4 comply with any signage in the refuse room.

9. VEHICLES

9.1 No vehicles may be parked in such a way that the flow of traffic or pedestrian access to and egress from common areas or entrances is obstructed.

9.2 Owners and occupiers must:

- 9.2.1 obey all signs and road markings containing directions for the use and parking of vehicles on the common property and observe the speed limit of 20kph.
- 9.2.2 not allow any unlicensed person to drive a vehicle upon the common property.
- 9.2.3 not sound any hooters within the confines of the Complex other than in an emergency.
- 9.2.4 not drive any vehicles on the common property in such a manner which creates a nuisance or is considered by the Trustees to adversely affect the safety of the residents in the scheme.
- 9.2.5 ensure that their vehicles, and the vehicles of their tenants, visitors, guests, or contractors, do not drip oil or brake fluid onto the common property or in any way deface the common property. Should any vehicle have leaked oil or fluid of any kind on the common property, the Owner of the Section granting access to the vehicle, is solely responsible for the immediate and satisfactory cleaning and/or correction of any damage and/or mess caused. Should said Owner not clean or arrange for the cleaning of the affected area and such failure persists for a period exceeding 7 (seven) days after notice to clean, from either the Trustees, or the Managing Agent acting on their behalf, has been served the Trustees may resolve to have the area cleaned at the cost and expense of the Owner concerned. The reimbursement of any cost involved will be considered a debt due to the Body Corporate and is payable on demand and may be recovered via the Levy Account of the Owner concerned.
- 9.2.6 not dismantle or effect an oil change or any running repairs to any vehicle on any portion of the common property, an exclusive use area or in a Section: Provided that emergency repairs to allow a vehicle to be removed from the scheme will be allowed, and
- 9.2.7 ensure that bicycles and motorcycles are parked in such a way that they do not prohibit access or egress to or from any part of the common property.

9.3 Damaged vehicles, vehicles not in regular use or vehicles which are unlicensed, unroadworthy or abandoned, may not be parked on the common property, without the prior written approval of the Trustees having first been obtained and provided that such parking may be for a short period not exceeding a maximum of 14 (fourteen) days.

9.4 Caravans, boats, trailers (both personal and commercial), and any vehicle which has no independent means of motorized propulsion, may not be parked on the common property, without the prior written consent of the Trustees.

9.5 Trucks and large household removal vehicles may not enter the Complex but may park in front of the gates. Bakkies and smaller household removal vehicles may park inside the scheme provided they do not create a nuisance or limit access or egress from parking bays and garages.

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9.6 Owners of vehicles being granted access to the Complex do so entirely at their own risk. The Body Corporate will not accept any responsibility for damage, loss, theft or similar to, or from, any vehicle or to, or from, the Owner of any vehicle having been granted access to the Complex.

10. ANIMALS, REPTILES AND BIRDS

10.1 Owners may not keep dogs, cats or any other pets within a unit, subject to the provisions of Conduct Rule 10.2 below. The aforesaid prohibition excludes guide dogs of other animals required by an owner to assist with a physical disability.

10.2 Owners may, with the consent of the Trustees, keep a small bird or reptile within a unit. Such pets must be applied for in writing, by the completion of the annexed pet application and declaration form, before that pet is allowed to enter the building and further requires the Trustees' consent which shall not be unreasonably withheld. In the event that no pets are to be brought into the building, the declaration must still be signed as not applicable in terms of the application. Pet applications will be considered based on the size of the Unit and well as the further conditions contained in these Rules.

10.3 If an owner or their occupier is found to have pets without Trustees' consent as stated above, either in their unit or on the common property and fails to remove it/them upon request, the Trustees shall be entitled to demand that the relevant owner or occupier remove said pet/s from the scheme, and should they fail to adhere to this demand, the Trustees may approach CSOS for an order for the removal of the pet. The owner shall be responsible for all costs incurred including any cleaning up of common property which might be necessary.

10.4 Any animal that causes any nuisance, disturbance, inconvenience and/or annoyance to any other owner and/or occupier shall be requested to be permanently removed from the building. The Trustees may approach CSOS for an order for the removal of the pet should the owner and/or occupier fail to remove the pet themselves.

10.5 Any owner or their occupier who has pets shall ensure that such animal does not foul any part of the common property or otherwise cause any nuisance. Owners of the units concerned will be responsible for cleaning up any fouled common property and/or for any damages incurred by such animal.

10.6 The Trustees may at any point in time reserve the right to have any animal removed and may approach CSOS for an order for the removal of the pet.

11. INSURANCE

11.1 The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular Unit, which shall at all times be the sole responsibility of the owner/occupier in question.

11.2 An owner shall not do or permit to be done in their Unit or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy nor bring into the buildings any hazardous substances and/or any form of machinery whatsoever. An owner or their occupier shall not, without the written consent of the Trustees, store or harbour upon the common property or any part thereof or in their Unit any goods which may vitiate any fire or other insurance policy held by the body corporate or increase the premium payable in respect of such policy. In the event of non-compliance with the aforesaid and in the case of the insurance premium being increased because thereof, the owner shall be liable to pay such increase and/or loss of insurance paid out or access moneys that had to be paid out in the event of a claim by the body corporate.

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11.3 Any excess or shortfall for any claim submitted on or against the body corporate insurance, shall be paid by the owner.

12. LETTING OF UNITS

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

12.2 All short-term rentals (less than 6 months) must be recorded by the owner/appointed agent in the short-term rentals register held at the security desk. Both the owner/appointed agent and their tenant must sign this register before access will be granted to the tenant.

12.3 Owners participating in short-term rentals must subscribe to the use of a rental operator, provided by the body corporate, for purposes of providing a convenient, safe and controlled check-in procedure for any short-term guests staying within the scheme.

12.4 An owner will only be permitted to not make use of the rental operator, as described above, should they have the prior written consent of the trustees to not make use of same. The consent of the trustees will not be unreasonably withheld, but the owner might be subject to additional administrative and/or security requirements.

12.5 Owners must ensure that their tenants are aware of these Conduct Rules and the Owners shall remain responsible at all times to ensure that their short-term tenants abide by these Conduct Rules, including, but not limited to, all rules related to parking.

12.6 The Body Corporate has no obligation to attend to any of the management of short-term rentals which responsibility remains with the owner.

12.7 Notwithstanding anything to the contrary contained in any lease agreement, the owner of a unit shall, as far as the Trustees is concerned, be liable for:

- 12.7.1 All electricity charges in respect of a unit.
- 12.7.2 All fines imposed by the Trustees in terms of these Rules on the owner and occupier of a unit.
- 12.7.3 An administrative fee charged by the managing agent, as determined by the managing agent from time to time, if the owner of a unit requests:
 - 12.7.3.1 separate or additional statements to be sent to an occupier/tenant or other party in respect of any charges imposed by the managing agent.
 - 12.7.3.2 statements for income tax purposes.

12.8 Within 30 days of entering into a lease agreement in respect of a unit, or forty-eight hours prior to the guest arrival in the event of short-term rentals, the Owner shall notify the managing agent of:

12.8.1 The full names, address and telephone number of the Tenant and other occupiers of the unit.

12.8.2 The duration of the lease.

12.8.3 The number of persons who will occupy the Unit.

12.9 A complete copy of the Conduct Rules must accompany the agreement of lease and/or tenancy. A right of recourse against the Owner is reserved in the event of the Occupier failing and/or refusing to comply with the Rules. An owner shall remain responsible for the conduct of their Occupier and penalties imposed in terms of the Conduct Rules may be recovered from the Owner.

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12.10 An Owner shall, prior to concluding an agreement to lease their unit or prior to granting right of occupancy thereto, be obliged to obtain from the proposed occupier a written undertaking to comply fully with the Conduct Rules for the duration of their lease or occupation. Failure to obtain a written undertaking does not absolve any Owner from ensuring compliance to the Conduct Rules by their occupier.

13. ACTIVITIES ON COMMON PROPERTY

13.1 No hobbies or other activities may be conducted on the common property if they cause nuisance to other Owners and/or occupiers. The Trustees' decision on what constitutes as nuisance shall be final, subject to this decision being overturned by the CSOS.

14. GENERAL

14.1 The Trustees or its agents shall not be liable for any injury or loss or damage of any description, of whatsoever nature, which any owner or occupier of a unit and/or exclusive use area or any member of their family, their employee or contractor or their relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to their or their property, directly or indirectly, in or about the common property or in the individual unit by reason of any defect in the common

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

14.2 The Trustee or its agent's representatives and employees shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.

14.3 The body corporate and security personnel are not permitted to hold any items, including keys, for any residents or members or be held responsible for the loss or damage of any such items.

14.4 No firearms, gas pistols or pellet guns may be discharged on the common property.

14.5 An owner shall not use or permit their unit to be used for any purpose which is injurious to the reputation of the body corporate.

14.6 All complaints, violation of these Conduct Rules, or any other cause of concern must be in written form, addressed to the Trustees, Managing Agent or security contractors.

15. LAUNDRY AND DRYING FACILITIES

An Owner or their Occupier of a Unit shall not, without the prior written consent of the Trustees,

15.1 erect their own washing lines.

15.2 place or hang any washing or laundry or any other items on any part of the buildings or on the common property where it is visible from outside the building or from any other unit;

15.3 hang washing, linen or other items on balconies (including washing lines/stands erected on balconies), in windows or in corridors.

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16. USE OF THE UNIT

16.1 The unit shall be used by the owner for residential accommodation purposes only, unless the prior written consent of all owners in the scheme and the Local Authority has been obtained.

16.2 The unit shall not be occupied by any number of people in excess of that stipulated in clause 5.1.1 herein.

16.3 The owner shall have the right of reasonable use, having regard to the right of the other Owners and/or occupiers of the common property.

16.4 The owner shall be responsible for and make good any loss of, damage and unapproved additions and alterations to the common property and the furniture and fittings, therein belonging to the Body Corporate and/or Trustees and/or Managing Agent, together with any damage sustained to any other units caused by any act of on the part of the Owner and/or Occupant of the Owner's Unit or any of their invitees or any other person permitted access to the common property or other Units by the Owner and/or Occupier.

16.5 The Owner will not use or permit the Unit to be used for illegal or improper purposes or in a manner which creates a disturbance to other persons.

16.6 The Owner undertakes to comply with the Management and Conduct Rules and any other Guidelines imposed by the Trustees from time to time and shall ensure that its invitees so comply.

16.7 It is recorded that the Conduct Rules have been compiled to promote a safe, orderly and pleasant living environment.

17. GENERAL DUTIES OF OWNER AND/OR OCCUPIER

The Owner shall, in addition to any other duties and obligations imposed upon it elsewhere in the Agreement and/or its annexures:

17.1 prevent any blockage of any sewerage or water pipes or drains in or used in connection with the unit;

17.2 care for and clean the interior of the Unit.

18. LITTERING

An Owner or Occupier of a Unit 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. In particular, an Owner or Occupier of a Unit may not throw any material or object out of the windows or over balcony walls.

19. ERADICATION OF PESTS AND HEALTH REGULATIONS

19.1 An Owner shall keep their Unit free of rats, mice, cockroaches, and other pests and to this end shall permit the Trustees, the Managing Agent, and their duly authorized agents or employees, to enter upon their Unit from time to time for the purpose of inspecting the Unit 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 Unit, replacement of any woodwork or other material forming part of such Unit, which may be damaged by any such pests, shall be borne by the Owner of the Unit concerned.

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19.2 It is the responsibility of each Owner to ensure that their activities inside their Unit or on the common property comply with all municipal health regulations and that no danger or risk be created or allowed to the health, safety or property of other persons.

20. SECURITY, SAFETY AND RISK

20.1 Owners and Occupiers and/or employees of such Owners and/or Occupiers must at all times ensure that the security and safety of all Owners, Occupiers and their property are preserved, and in particular must ensure that:

- 20.1.1 upon entering or leaving the property, all security gates or doors are properly closed.
- 20.1.2 such gates or doors are never opened for unknown or uninvited persons.
- 20.1.3 their visitors, employees, contractors comply with the Guidelines and Architectural Design Controls imposed by the Trustees, inclusive of the signing of a visitors' book at security.
- 20.1.4 security gate keys, access controls and access codes to permit access to the property are handled responsibly and not placed in the care of third parties.

20.2 Owners must immediately report instances of lost keys and/or access controls to the Trustees and request replacement at their own cost. Should an access control be lost, the Owner will be liable for all costs to replace same, which could include the re-coding of all relevant access controls, which amount shall be paid to the Managing Agent upon request. Replacement or issue of additional security gate keys and access controls must only be administered via the Trustees or Managing Agent.

20.3 No obstacles, objects, which may interfere with the normal operation of the electronic gates may be inserted therein or placed in such a manner to avoid the automatic closure of the gate.

20.4 No owner or their Occupier shall tamper with or attempt repairs to the electronic gates or its components. Any faults are to be reported to the Trustees via the Managing Agents.

20.5 All persons on the common property or using any of its facilities or services are done so entirely at their own risk, and no person shall have any claim against the Body Corporate, its Trustees and/or Managing Agent of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate shall not be liable for any injury,

loss or damage of any description that any person may sustain, physically or to their property directly or indirectly, in or about the common property, its amenities or in the individual Units nor for any act done or for any neglect on the part of the Body Corporate or Managing Agent or any of the Managing Agent's employees, agents or contractors.

21. EMPLOYEES

21.1 Owners and their Occupiers may not request employees of the Body Corporate or its appointed contractors to perform any tasks for them during their working hours nor may they leave keys or any other items with security guards for safekeeping.

21.2 Employees of Owners or their Occupiers may only use the common property and facilities in such manner and at such times and subject to the conditions and/or Guidelines and/or Architectural Design Controls prescribed by the Trustees.

21.3 An Owner shall in respect of their or their Occupier's employees:

- 21.3.1 be responsible for the conduct of the employees, and for any, person visiting such employees.
- 21.3.2 ensure that the employees comply with the Conduct Rules.
- 21.3.3 impose more than one of the options herein mentioned.



22. CONTRAVENTION OF RULES

22.1 Should Conduct Rule 6 be contravened and any damage, alteration, addition be effected to the exterior of a Unit or to the common property or a structural alteration be effected to the interior of a Unit without the necessary consents, or should an Owner or their Occupier do anything on the common property, which, in the discretion of the Trustees is aesthetically displeasing, the Trustees may:

- 22.1.1 impose a fine in terms of Conduct Rule 23, or
- 22.1.2 apply to the CSOS in terms of the relevant order, or
- 22.1.3 impose more than one of the options herein mentioned.

22.2 If any other Conduct Rule is contravened, the Trustees may:

- 22.2.1 impose a fine in terms of Conduct Rule 23, or
- 22.2.2 apply to the CSOS in terms of the relevant order, or
- 22.2.3 impose more than one of the options herein mentioned.

22.3 Neither the Trustees, nor the Managing Agent, may be held liable by Owners in respect of any inconvenience caused by any of the above actions.

23 IMPOSITION OF PENALTIES

23.1 If the conduct of an Owner or an Occupier of a Unit or their visitors constitutes a nuisance in the opinion of the Trustees, or if an Owner, Occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees may furnish the Owner or Occupier with a written notice, which may in the discretion of the Trustees, be delivered by hand or by registered post. In the notice, the particular conduct which constitutes a nuisance must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine may be imposed on the Owner of the Unit.

23.2 If the Owner, Occupier or visitor nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a fine.

23.3 A written notice by which the alleged offender (whether Owner, Occupier or visitor) is informed of the purpose of the meeting and invited to attend, must be sent to the Owner and Occupier/visitor at least 7 days before the meeting is held. At the meeting, the Owner and/or Occupier/visitor must be given the opportunity to present their case, but except in so far as may be permitted by the Chairperson, he or she may not participate in the affairs of or voting at that specific meeting.

23.4 After the Owner and/or Occupier/visitor has been given the opportunity to present their case, and provided that it is not their first offence, the Trustees may by way of a majority Trustees' Resolution impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.

23.5 The amount of the penalty imposed shall be determined by the penalty schedule annexed hereto and shall only be imposed after the process in the above rule has been adhered to. Should the offence not be included in the penalty schedule, the amount of the penalty imposed will be determined by way of a majority Trustees' Resolution, after the fair and equitable process in the above rule has been adhered to.

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23.6 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/s of the conduct rules or the Act has/have been contravened, the trustees may, by majority resolution, impose on the offender a penalty, taking into consideration the nature and effect of the offence, in the amount of 50% (fifty percent) of that owner's monthly levy for the first offence, 75% (seventy-five percent) of that owner's monthly levy for the second offence and up to 99% (ninety-nine percent) of that owner's monthly levy for the third or further offence/s, or in accordance with the Penalty

Schedule in Annexure A, provided that a single penalty levied is not equal to, or exceeds that, of the monthly contribution levied by the relevant owner.

24. RELAXATION OF RULES

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent or prevent their enforcement by the Trustees at any time.

25. ACCESS CONTROL

25.1 Owners/occupiers will be provided with access to the building by means of biometrics and facial recognition. It is the responsibility of all new owners/occupiers to report to the security desk in order to have their biometric information loaded onto the system.

25.2 An Owner or their Occupier living in the property shall ensure that the access controls are not tampered with or used unnecessarily.

26. VANDALISM

Vandalism of any nature whatsoever will not be tolerated. Offenders will be prosecuted according to the law.

27. CHILDREN

Owners and occupants shall properly supervise their children, their children's friends and the children of their visitors to the extent that they do not infringe any of these Rules. The owner of the unit will be held directly responsible for any such infringements.

28. VISITORS AND DELIVERIES

28.1 All visitors arriving at 21 Jellico must communicate to the security guard as to which unit they will be visiting. The guard will then call the occupant and advise that there is a visitor at the front gate. If the occupant provides consent, the guard will permit the visitor to enter the premises.

28.2 The visitor must then present their ID document to the guard to prove their identity and sign the visitor register before he will be allowed access.

28.3 If the visitor cannot prove their identity, the occupant must be called to reception to identify him before he will be permitted to enter the building.

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28.4 No delivery personnel will be permitted access into the building. They must report to the security desk and the occupant will be called to come to the desk to receive the goods.

Schedule in Annexure A, provided that a single penalty levied is not equal to, or exceeds that, of the monthly contribution levied by the relevant owner.

29. FIRE SAFETY

29.1 The fire escape doors are only to be used as emergency exits and not for general access.

29.2 The lifts in the main foyer are the only permitted means of general entry to and exit from the building.

29.3 In the event of a power outage, the lifts will automatically ground themselves.

29.4 No fire equipment, suppression systems, detection devices or telecommunication devices may be obstructed in any way which would impede emergency access and use thereof.

29.5 All fire escape staircases, landings and doors are to be kept clear and accessible at all times.

30. BRAAIING

30.1 Owners/occupiers may braai on their balconies in contained gas braais/Weber's. No wood or charcoal fires are allowed on balconies.

30.2 Owners/occupiers should be aware that the smoke emanating from their balcony braais may inconvenience fellow residents, in which event security will issue an instruction to the offending owner/occupier to immediately extinguish the braai fire.

30.3 If any owner/occupier is found to be making any unsafe/illegal fires, they will be instructed by security to extinguish them immediately and an appropriate fine in accordance with Rule 23 may be imposed.

30.4 Any discolouration or damage caused by the use of gas braais/Weber's to be cleaned/repared immediately after use by the owner/occupier.

30.5 It is noted that there is a communal braai facility on the 10th floor of the building, located adjacent to the swimming pool area, whereby owners/occupiers are permitted to make use of wood or charcoal fires.

30.6 Any owners/occupiers using the communal braai facilities must always restore the cleanliness of the area and remove any personal braai equipment or refuse immediately after use.

30.7 The communal braai facilities may be utilised between the hours of 8am and 10pm.

31. SWIMMING POOL AND COMMUNAL BRAAI AREA

31.1 All persons using the swimming pool and communal braai area do so at their own risk and the body corporate, any of its Owners, employees, contractors or agents shall not accept responsibility and shall not be liable for any damage, injury or death suffered by any person from whatsoever cause and howsoever arising.

CONDUCT RULES

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- 31.2 The facilities shall exclusively be for the use of the Owners and the occupiers and may only be used by guests, if accompanied by the owner or occupier.
- 31.3 Owners, occupiers and their guests shall use and enjoy the swimming pool and surrounding areas in such a manner as not to unreasonably interfere with the use and enjoyment thereof by other Owners and occupiers.
- 31.4 Owners and occupiers are responsible for the behaviour of their guests.
- 31.5 The pool shall be used for swimming only and not for washing or cleaning any objects. No soap or detergents shall be introduced to the pool.
- 31.6 No parties or alcohol are allowed in the swimming pool and communal braai area.
- 31.7 No bottles, glasses or other objects of any kind are permitted in the pool area, no braaiing anywhere else except in the communal braai facilities provided in the pool area.
- 31.8 No pets, bicycles, tricycles, skateboards, roller skates, water skates and tubes or the like are permitted in the pool area.
- 31.9 Undue load noise, including noise generated by sound producing devices is not permitted.
- 31.10 Diving or dive-bombing from the side of the pool or from the roof areas or any structure near or inside the pool area is strictly prohibited. Excessive splashing is also not permitted.
- 31.11 Tampering with the pool pump or any equipment in these facilities are not permitted.
- 31.12 Children under the age of 16 years of age must be accompanied by an adult when entering these facilities.
- 31.13 Proper swimming attire must be worn at all times. Swimmers must be properly attired when leaving the swimming pool area.
- 31.14 The swimming facilities may be used between 5am and 10pm, and the communal braaiing facilities between 8am and 10pm.
- 31.15 The Trustees may request any person who fails to adhere to these Rules to immediately leave the area.
- 31.16 These rules shall be applicable to the sections within the scheme which have swimming pools.

PENALTY SCHEDULE

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Use of Unit and/or Common Property:

- Unauthorized use of a unit: Warning for the first offense, fine of ZAR 2,000 per subsequent occurrence.
- Failure to comply with noise restrictions: Warning for the first offense, fine of ZAR 500 for subsequent offenses within a six-month period.

Damage, Alterations, or Additions to a Unit and to the Common Property:

- Unauthorized alterations or additions to a unit or common property: Warning for the first offense plus the cost of restoration, fine of ZAR 2,000 for subsequent occurrence plus the cost of restoration.
- Damage caused to common property due to negligence or wilful actions: Warning for the first offense plus the cost of repairs, capped at ZAR 2,000.

Behavior of Owners and Guests:

- Disturbance of peaceful enjoyment of other residents: Warning for the first offense, fine of ZAR 1,000 for subsequent offenses within a six-month period, capped at ZAR 2,000.
- Violation of community guidelines regarding cleanliness and hygiene: Warning for the first offense, fine of ZAR 500 per subsequent occurrence, capped at ZAR 2,000.

Refuse Disposal:

- Improper disposal of garbage or recycling materials: Warning for the first offense, fine of ZAR 250 per subsequent occurrence, capped at ZAR 2,000.
- Failure to comply with recycling guidelines: Warning for the first offense, fine of ZAR 500 for subsequent offenses within a six-month period, capped at ZAR 2,000

Vehicles:

- Unauthorized parking or obstruction: Warning for the first offense, fine of ZAR 250 per subsequent occurrence, capped at ZAR 2,000.

Animals, Reptiles, and Birds:

- Failure to leash pets in common areas: Warning for the first offense, fine of ZAR 250 per subsequent occurrence, capped at ZAR 2,000.
- Non-compliance with pet waste disposal regulations: Warning for the first offense, fine of ZAR 100 per subsequent occurrence, capped at ZAR 2,000.

Letting of Units:

- Unauthorized subletting or short-term rentals: Warning for the first offense, fine of ZAR 2,000 per subsequent occurrence, capped at ZAR 2,000. Failure to provide necessary documentation for tenant registration: Warning for the first offense, fine of ZAR 500 per subsequent occurrence, capped at ZAR 2,000.

Activities on Common Property:

- Unauthorized use of common property for personal or commercial activities: Warning for the first offense, fine of ZAR 500 per subsequent occurrence, capped at ZAR 2,000.
- Failure to obtain prior approval for community events: Warning for the first offense, fine of ZAR 500 for subsequent offenses within a six-month period, capped at ZAR 2,000.

General:

- Failure to comply with any other rules or regulations not specified above: Warning for the first offense, fine determined on a case-by-case basis for subsequent occurrences, up to a maximum of ZAR 2,000 per occurrence.

PENALTY SCHEDULE

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Laundry and Drying Facilities:

- Unauthorized use of laundry facilities: Warning for the first offense, fine of ZAR 100 per subsequent occurrence, capped at ZAR 2,000.
- Failure to promptly remove laundry from communal drying areas: Warning for the first offense, fine of ZAR 250 for subsequent offenses within a six-month period, capped at ZAR 2,000.

Use of the Unit:

- Violation of quiet hours: Warning for the first offense, fine of ZAR 500 for subsequent offenses within a six-month period, capped at ZAR 2,000.
- Non-compliance with waste disposal guidelines specific to units: Warning for the first offense, fine of ZAR 250 per subsequent occurrence, capped at ZAR 2,000.

General Duties of Owner and/or Occupier:

- Failure to maintain cleanliness and upkeep of the unit: Warning for the first offense, fine of ZAR 500 for subsequent offenses within a six-month period, capped at ZAR 2,000.
- Neglecting necessary repairs or maintenance that affects other residents: Cost of repairs.

Littering:

- Littering on common property: Warning for the first offense, fine of ZAR 100 per subsequent occurrence, capped at ZAR 2,000.
- Failure to properly dispose of cigarette butts: Warning for the first offense, fine of ZAR 250 per subsequent occurrence, capped at ZAR 2,000.

Eradication of Pests and Health Regulations:

- Failure to address pest infestation within a unit: Warning for the first offense, fine of ZAR 500 for subsequent offenses within a six-month period, capped at ZAR 2,000.
- Breach of health and hygiene regulations: Warning for the first offense, fine determined on a case-by-case basis for subsequent occurrences, up to a maximum of ZAR 2,000 per occurrence.

Security, Safety, and Risk:

- Failure to comply with security measures: Warning for the first offense, fine of ZAR 500 per subsequent occurrence, capped at ZAR 2,000.
- Violation of safety regulations: Warning for the first offense, fine determined on a case-by-case basis for subsequent occurrences, up to a maximum of ZAR 2,000 per occurrence.

Employees:

- Failure to follow guidelines for interactions with employees: Warning for the first offense, fine of ZAR 250 per subsequent occurrence, capped at ZAR 2,000.
- Harassment or mistreatment of employees: Warning for the first offense, fine of ZAR 1,000 per subsequent occurrence, capped at ZAR 2,000.

Access Control:

- Unauthorized access or failure to adhere to protocols: Warning for the first offense, fine of ZAR 500 per subsequent occurrence, capped at ZAR 2,000.

PENALTY SCHEDULE

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Vandalism:

- Intentional damage or defacement of property: Warning for the first offense and cost of repairs, fine of capped at ZAR 2,000 per subsequent occurrence.
- Graffiti or unauthorized markings: Warning for the first offense and cost of repairs, fine of ZAR 500 per subsequent occurrence, capped at ZAR 2,000.

Children:

- Failure to supervise children in common areas: Warning for the first offense, fine of ZAR 250 for subsequent offenses within a six-month period, capped at ZAR 2,000.
- Damage caused by unsupervised children: Warning for the first offense and cost of repairs, fine of ZAR 500 per subsequent occurrence, capped at ZAR 2,000.

Visitors and Deliveries:

- Unauthorized entry or failure to register visitors: Warning for the first offense, fine of ZAR 250 per subsequent occurrence, capped at ZAR 2,000.
- Blocking common areas with deliveries: Warning for the first offense, fine of ZAR 100 per subsequent occurrence, capped at ZAR 2,000.

Fire Safety:

- Violation of fire safety regulations: Warning for the first offense, fine determined on a case-by-case basis for subsequent occurrences, up to a maximum of ZAR 2,000 per occurrence.
- Failure to report fire hazards or damage to fire safety equipment: Warning for the first offense, fine of ZAR 500 per subsequent occurrence, capped at ZAR 2,000.

Braaiing:

- Unauthorized or unsafe use of braai (barbecue) facilities: Warning for the first offense, fine of ZAR 250 per subsequent occurrence, capped at ZAR 2,000.
- Failure to clean up after using communal braai facilities: Warning for the first offense, fine of ZAR 100 per subsequent occurrence, capped at ZAR 2,000.