

# **STRANDVELD VILLAS**

## **CONDUCT RULES**

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**STRANDVELD VILLAS  
HOME OWNERS' ASSOCIATION**

**March 2017**

1. **PRELIMINARY:**

- 1.1 These Conduct Rules have been prepared to assist both new and existing residents to appreciate the life style that STRANDVELD VILLAS offers and to encourage them to respect the interests and welfare of all who live there.

Furthermore, it is the intention of these rules to:

- 1.1.1. Ensure that all residents can enjoy a reasonable quality of life and not be subject to noise/nuisance caused by a minority of residents.
- 1.1.2. To maintain reasonable standards of safety, security and health.
- 1.1.3. To ensure we preserve the value of the property.
- 1.2. When referred to, the common area/property means gates, gate posts, palisades, internal road and curbing, outside walls, planters, brick paving, and open grass areas.
- 1.3. The Rules contained in this schedule is in terms the Home Owners Association Constitution.

2. **USER**

- 2.1. When the purpose for which a house is intended to be used, is shown expressly or necessary implication on the approved building plan, an owner or occupier shall not use or permit his house to be used for any other purpose.
- 2.1.1. The dwelling shall be used solely for residential purposes only.  
Only 2 occupants per bedroom will be allowed.
- 2.1.2. The garage shall be used solely for the garaging of a motor vehicle.
- 2.1.3. The parking bays shall be used solely for parking a motor vehicle.
- 2.1.4. No parking is permitted in the road.
- 2.2. Complaints must be submitted in writing to the Managing Agent or the Trustees.

3. **BINDING NATURE**

- 3.1. The provisions of these conduct rules, and the duties of the owner in relation to the use and occupation of the dwelling and common property areas shall be binding on the owner of any erf and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of his family, his lessee or his occupant and shall include liability for cost for any type of damage to the common property.

- 3.2. Owners and their guests may use all common areas at their own risk..
- 3.3. The owner must ensure that the lessee or occupant is issued with a copy of the Conduct Rules.
- 3.4. The trustee's decision regarding any matter with regards to these Conduct Rules shall be final and binding.

#### 4. **MAINTENANCE**

- 4.1. Each MEMBER shall be liable for the structural and aesthetic maintenance of the dwelling unit on the ERF, which maintenance shall comply with the standards set by the ASSOCIATION from time to time.
- 4.2. Each MEMBER shall be liable for the maintenance of any paved driveway area on the ERF, provided that where another MEMBER is the holder of a servitude right of way over the ERF of another MEMBER, maintenance of such paved driveway areas shall be shared equally between the Owner MEMBER and the Holder of the Servitude.

#### 5. **ANIMALS**

- 5.1. All Owners may apply to the Trustees for their prior written consent to hold a pet on the Property, which consent shall be limited to two pets. All cats and dogs must be identified by means of a tag, clearly stating the unit no and telephone number of the owner.
- 5.2. Dogs must be on a leash at all times when outside the resident's property boundaries.
- 5.3. An owner or occupier of an erf may not permit their dogs to roam in the roads or the common property.
- 5.4. An owner or occupier of an erf shall be responsible for the correct removal of their animals excreta deposited in the roadways or on the common property immediately.
- 5.5. An owner or occupier of an erf may not permit any poultry, wild animals or livestock on the estate.
- 5.6. Cats and dogs are to be sterilized and a veterinary certificate to this effect must be available for scrutiny by the trustees.
- 5.7. No animals or birds may unreasonably disturb any occupier of a property.
- 5.8. No reptiles are permitted on the estate.
- 5.9. A maximum of two dogs or cats may be kept per erf. The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of the Conduct Rules.

## 6. REFUSE DISPOSAL

6.1. An owner or occupier of a erf shall:

- 6.1.1. Maintain in a hygienic and dry condition, a receptacle for refuse within your property boundary as authorized by the trustees.
- 6.1.2. Ensure that before refuse is placed in such receptacle it is securely wrapped, or in ash of tins or other containers, completely drained and all such refuse must be placed in sealed plastic bags;
- 6.1.3. The refuse receptacle placed on each erf may not be visible from the estate roads.
- 6.1.4. For the purpose of having the refuse collected place such receptacle in Refuse Room before 07H30 on \_\_\_\_\_ mornings.
- 6.1.5. Once your receptacle bin has been emptied by the Swartland Municipality please ensure that it is placed within your erf property boundary which should not be visible from the road on the same evening.
- 6.1.6. When the receptacle has been collected, such receptacle to be kept in a hygienic manner to the satisfaction of the trustees.

6.2. An owner or occupier shall comply with the following conditions -

- 6.2.1. An owner or occupier of a house shall not dispose of any refuse that the Swartland Municipality will not remove e.g. masonry, broken furniture carpeting, paint drums/tins etc.

## 7. PAYMENTS OF LEVIES

- 7.1. The owner is responsible for the payment of their monthly levy monthly in advance on the 1st day of each month.
- 7.2. The trustees shall be entitled to charge an R150.00 penalty per month for any outstanding monies exceeding R50.00.
- 7.3. An owner shall be liable and pay the additional administration charges for any contravention/s of these Conduct Rules contravened by the owner of occupier.
- 7.4. An owner shall be liable and pay all and administration cost for covering arrear levies and pay all legal cost, including costs as between attorney and client collection commission, expenses and charges incurred by the Home Owners Association in obtaining the recovery of arrear levies, or in enforcing compliance with these rules

## 8. SECURITY

- 8.1. There is a 24 hour access control service at the entrance to STRANDVELD VILLAS Home Owners Association. The telephone number of the Security is 082 9610366. Incidents comprising security should be reported to the security manager or the Home Owners Association.
- 8.2. The following regulations shall apply to contractors, builders and employees of Members prior to building operations commencing on site -
  - 8.2.1. Right of Admission to STRANDVELD VILLAS Home Association is reserved.
  - 8.2.2. Each employee will be issued with an identification card displaying relevant information as determined from time to time which must be visibly worn at all times. The cost of identification cards will be for the account of the contractor, builder or Member.
  - 8.2.3. The contractor's vehicle must be registered on a monthly basis with the Managing Agent and must display such disc on the windscreen. The cost of registration disc will be for the account of the employer contractor and Member.
  - 8.2.4. The identification cards for the employee and registration disc for the vehicles are renewable on a monthly basis.
  - 8.2.5. Employees may not walk from the entrance gate to their place of employment.
  - 8.2.6. It is the responsibility of the contractor, builder and Member to transport his/her employees to and from the Gate House in a manner which will avoid congestion at the Gate House or a risk within the complex.
  - 8.2.7. It is the responsibility of the contractor, builder and Member to ensure that their staff complies with the security formalities at the Gate House and within the complex boundaries.
  - 8.2.8. Under no circumstances are employees of contractors, builders allowed to leave the site on which they have been registered as their place of work loiter or walk about STRANDVELD VILLAS Home Owners Association.
  - 8.2.9. Contractor, builder and Member must meet their suppliers' vehicles at the entrance gate and escort such vehicle to their site. Once such vehicle completed their delivery the contractor, builder or Member shall escort such vehicle to the exit gate.
- 8.3. Security Gates sensors may not be obscured with any kind of material to prevent the security gates from closing.

- 8.4. Owner's visitors, domestic workers and gardeners must sign the register with the security at the entrance guardhouse prior to access being granted to the estate.
- 8.5. The owners are liable to pay to the Home Owners Association the cost of such remote control.
- 8.6. The Home Owners Association will not be liable for such remote control becoming faulty and the replacement thereof shall be for the owners account.
- 8.7. Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must -
- 8.7.1. Ensure that upon entering or leaving the premises, all security doors and gates are properly closed;
- 8.7.2. Ensure that such doors and gates are never opened for unknown or uninvited persons;
- 8.7.3. Comply with any further security measures implemented by the trustees;
- 8.7.4. Ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the trustees.
- 8.7.5. No loitering is allowed. Non tenants, school children who cause disturbance are not allowed to use the common property as a meeting place.
- 8.7.6. Anybody tampering with or otherwise damaging the security gates and their control mechanism will be totally responsible for the cost of any damage incurred and will be liable for the repair costs.
- 8.7.7. Under no circumstances are the owners/tenants of flats allowed to hand the remote access device to their staff for the exclusive use. Care is to be exercised at all times to ensure gates are closed behind users after entry and exit.
- 8.7.8. Residents are to collect mail from letterboxes on a regular basis, especially junk mail.
- 8.7.9. Residents who employ domestic workers must report their full names, addresses and ID numbers to the trustees in writing. This is to assist exercising control over trespassers upon the premises.

## 9. **NOISE AND DISTURBANCE**

- 9.1. An owner or occupier shall not create any disturbance, noise from his erf, or on the common property, that in the opinion of the trustees disturbs occupants of other property residents (This

includes noise from music, people, motor vehicles, motorcycles, exhaust silencers, hooting, and excessive motor vehicle idling and revving, and owners, or occupiers, or their visitors talking, stamping and laughing).

- 9.2. No owner, lessee or occupier may permit anything to be done in his or her house, exclusive use area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the buildings, or permit or cause any disturbance or allow his or her children or visitors to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupiers.
- 9.3. All owners and occupiers shall maintain quietness between 22h00 and 08h30 (weekdays) and between 23h00 and 08h30 (Fridays, Saturdays and Sundays).
- 9.4. At all times other than as referred to in sub-rule (2), all television, radio, and other appliances emitting sound, including musical instruments, should be kept at audio levels which are within 7 decibels of the ambient sound.
- 9.5. The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
- 9.6. No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in houses or any part of the common property without the written permission of the trustees.
- 9.7. No firearms may be discharged in a house or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.
- 9.8. Only compressed briquettes may be used in combination with firelighters in order to limit smoke disturbance to other houses.
- 9.9. All braai fires must be extinguished by 10pm. (11pm on Fridays and Saturdays)

## 10. **GARDENS**

- 10.1. Should any plant or tree grow onto an adjoining erven, the owner shall be obliged, if called upon to prune such plant or tree to the satisfaction of the trustees.
- 10.2. Palisade fencing in the perimeter boundary walls may not be obscured with shade cloth or any other materials.

## 11. **PARKING AND DRIVING OF VEHICLES**

- 11.1. Owners may only park their motor vehicles on their property.

- 11.2. Motor vehicles are not permitted to park on any garden verge or road.
- 11.3. The trustees may cause to be removed or towed away at the risk and expense of the owner of the vehicle, any vehicle parked, and standing or abandoned on the Home Owners Association property without the trustees consent in writing.
- 11.4. No owner or occupier shall park or stand any vehicle upon the common property outside of his/her allocated parking area or permit or allow any vehicle under the control of a visitor to be parked or stood upon outside of the visitors designated parking area on the common property, without the consent of the trustees in writing.
- 11.5. Trucks, caravans, trailers, boats or other heavy vehicles may not be parked on the common property without the prior written consent of the trustees.
- 11.6. All Owners and occupiers shall: -
- 11.6.1. Observe all road signs on the common property;
- 11.6.2. Ensure that they do not exceed a speed of 10 (ten) kilometres per hour when driving their vehicles on any part of the common property;
- 11.6.3. Ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property including the exit and entrance gates. Non-compliance shall be subject to the imposition of a fine in terms of these Conduct Rules.
- 11.7. Owners or occupiers shall not: -
- 11.7.1. Drive their vehicles within the common property in any manner that creates a nuisance;
- 11.7.2. Allow any unlicensed person to drive any vehicle within the common property;
- 11.7.3. Be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a house;
- 11.7.4. Be allowed to reside or sleep in a vehicle, garage or on any part of the common property;
- 11.7.5. Be allowed to play music in excess of 7 decibels above the ambient sound from a stationary vehicle;
- 11.8. The parking of vehicles within a house or upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and no liability shall attach to the TRUSTEES or its agents or any of their employees for any loss or damage of



whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his or her vehicle having been parked on the common property.

- 11.9. The designated visitor's bays are solely for the short term use of bona fide visitors. The visitors parking bays may not be used to park an owner's/tenant's second vehicle.
- 11.10. An owner or occupier shall comply with any further Directives issued by the trustees in respect of this Conduct Rule.
- 11.11. The trustees may in accordance with these Conduct Rule cause to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the trustees from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.
- 11.12. Notwithstanding the provisions of sub-rule (9), an owner or occupier who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Conduct Rule 19.

## 12. **MOTOR VEHICLES**

- 12.1. No owner or occupier of the property shall be permitted to dismantle or effect major repairs to any vehicle on any property erf or the common property.
- 12.2. Owners and occupiers of the property erf shall ensure that their vehicles and their vehicles of their visitors do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- 12.3. No owner or occupier shall be permitted to drive a motor vehicle at more than fifteen 10 kilometers per hour on the common property roadway.
- 12.4. No owner or occupier shall drive a motor vehicle on the common property in a manner that may be dangerous, so judged by an owner, trustee or the managing agent.

## 13. **DAMAGE ALTERATION OR ADDITION TO PROPERTY ERF AND OR THE COMMON PROPERTY**

- 13.1. An owner or occupier of an erf shall not erect any awning, pergola, garage door, shade cloth structure, air-conditioning unit, aerial, TV aerial, Satellite dish, safety gate to their front door or burglar bars to their windows without first obtain the written consent of the trustees. The Trustees may request that air-conditioning unit/s must be installed in a designated area, not visible to outsiders.

- 13.2. Prior to submission to the Local Authority or Council building plans for alterations to existing buildings shall be submitted to Architect & Planners appointed by the Home Owners Association for their approval and lastly to the Swartland Municipality for their approval in terms of the National Building Regulations.
- 13.2.1. Obtain the appointed Architects & Planners recommendations to approve and forward such plans to the Managing Agent for the Home Owners Associations approval.
- 13.2.2. Pay a non-refundable deposit of R10 000 to the Home Owners Association for road reserve fund.
- 13.3. Once building plans are approved and prior to commencement of building operation on site the owner shall comply with the following.
- 13.3.1. The perimeter of the site must be enclosed with a 10m high hessian fence.
- 13.3.2. Waste container with a lid must be on site
- 13.3.3. Owner to pay a refundable builders deposit comprising of R20 000.
- 13.3.4. All additional cost incurred for cleaning or the property site or the removing rubble will be deducted from the refundable builder's deposit.
- 13.4. Once building operations commence on site or any internal renovation that does not require building plan approval, the owner shall comply with the following conditions:
- 13.4.1. Working hours: Monday to Friday 07H00 to 18H00 / Saturdays 07H00 to 13H00 / Sunday, Christmas Day, New Year's Day or any other public holiday no building operations are permitted.
- 13.5. The Property is to be kept clean and tidy of building materials and litter at all times.
- 13.6. Rubble must be maintained on the site and covered at all times.
- 13.6.1. Rubble exceeding 4m<sup>2</sup> on site must be removed on the same day.
- 13.6.2. Should on inspection the rubble exceed 4m<sup>3</sup> notice will be served immediately on site by the managing agent to have the rubble removed within 8 hours failing which the rubble will be removed by the Home Owners Association and the cost incurred will be levied to the owners account.
- 13.6.3. Should on inspection the waste on the property not be maintained within the waste container with a lid such will be immediately cleaned and the cost incurred will be levied to the owners account.

- 13.6.4. Should building materials or rubble be messed on the common property, road verges, sidewalks and or in the estate roads, such spillage must be cleaned to the satisfaction of the trustees or managing agent daily, failing which the managing agent will clean and reinstate such areas necessary without notice and all cost incurred will be for the owners account.
- 13.6.5. Should any area of the common property, road verge, sidewalks and or the estate road be damage the owner shall be liable to reinstate to its original status at his cost to the satisfaction of the trustees, failing which the trustees will appoint a private contractor to reinstate such areas necessary and all cost incurred will be for the owners account.
- 13.7. Should the any owner fail to comply with the working hours' time frames as per the above clause shall be liable of a penalty of between R1000.00 to R 1500.00 per incident or day.
- 13.8. Should any site or sidewalk be judged by a trustee to be in contravention of the above mentioned shall be liable for a penalty between R500.00 to R1000.00 per incident or day.
- 13.9. Builder's stores may only be erected on site 7 days prior to building operation commencing.

#### 14. **APPEARANCE FROM OUTSIDE**

- 14.1. The owner or occupier of an erf shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which in the discretion of the appointed architect and trustees, is aesthetically displeasing or undesirable when viewed from the outside of the house.
- 14.2. External aerials and wires, Television aerials and satellite dishes must be fixed out of sight and as unobtrusively as possible.
- 14.3. Burglar bars and alarms Burglar bars must be place internally and must be as unobtrusive as possible.
- 14.3.1. The Home Owners Association must approve the design of all bars.
- 14.3.2. Burglar alarm installation preferably "silent" must be approved by the Home Owners Association
- 14.4. Garage doors shall be closed at all times when not in use.

#### 15. **SIGNS AND NOTICES**

- 15.1. Show houses are permitted on a Saturday or Sunday subject to the following conditions.

- 15.1.1. Signage is allowed on show days to clearly mark the show house
  - 15.1.2. The signage of the show house may be set up from Saturday 12H00
  - 15.1.3. The signage of the show house must be removed immediately after the show house and no later than 18H00 on the same day.
  - 15.1.4. The trustees reserve the right to remove any signage that does not conform to these Conduct Rules.
- 15.2. No owner or occupier of a house, used for residential purposes, shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property or of a house, so as to be visible from outside the house, without the written consent of the Developer and Trustees first having been obtained.
- 15.3. The trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the owner and such owner and/or occupier shall have no claim against the TRUSTEES or the trustees as a result of their functions performed in terms of this provision.
16. **LITTERING**
- 16.1. An owner or occupier of a house 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.
- 16.2. In particular, an owner or occupier of a house may not throw any material or object out of windows or over passage walls.
- 16.3. Rubbish or similar should not be dropped or left on the common property or disposed of down the storm water drains.
17. **LAUNDRY**
- 17.1. An owner or occupier of a house shall not, without the consent in writing of the trustees, erect his or her own washing lines, nor hang any washing or laundry or any other items in windows or on any part of the building or the common property so as to be visible from outside the buildings or from any other house.

**18. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

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

**19. LETTING OF UNITS**

- 19.1. All tenants of units and other persons granted right of occupancy by any owner 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.

**20. ERADICATION OF PESTS**

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

**21. CHILDRENS PLAY**

- 21.1. An owner or occupier of a unit shall ensure that any bicycle, tricycle scooter, skateboard, roller skate or any other devices under their control are used responsibly on the common roads within the estate boundaries and the use thereof, in the trustees discretion, shall not be detrimental to the health or lives of or be a nuisance to other owners or occupiers.

**22. USAGE OF HOUSES, COMMON PROPERTY AND RELATED MATTERS**

- 22.1. Except for a sale in execution of a unit, no auction, or similar sales or exhibitions, shall be held on the common property or in a house, nor may a residential house be used for any professional, commercial or industrial purpose whatsoever.
- 22.2. An owner, lessee or occupier will be responsible for adequate supervision of his or her children, or children of their visitors, and shall foresee that no nuisance is caused or common property damaged.
- 22.3. No 'quad-bikes', carts, scooters or motorbikes may be used on the common property for recreational purposes.
- 22.4. Skate boarding and rollerblading are not permitted on any part of the property.

- 22.5. No ball games may be played on the common property.
- 22.6. The throwing of stones or other solid objects on the common property is prohibited.
- 22.7. In the event of damage of whatsoever nature being caused to the common property, , by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.
- 22.8. All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the TRUSTEES 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 TRUSTEES shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual houses nor for any act done or for any neglect on the part of the TRUSTEES or any of the TRUSTEES's employees, agents or contractors.
- 22.9. The TRUSTEES or its agent's representatives or domestic employees shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 22.10. The transportation or moving of any furniture or heavy or bulky goods is the responsibility of the owner, occupier or lessee and the repairing of any damage to any house or part of the common property as a result of such activity shall be that of the owner concerned (who will be responsible for his lessee or occupier).
- 22.11. Only trees approved by the trustees are allowed to be planted.

### 23. **IMPOSITION OF PENALTIES**

- 23.1. If the conduct of an owner or an occupier of a house or his visitors or guests 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 and 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, or suspension in terms of these rules, will be imposed on the owner of the house.
- 23.2. If the owner or occupier 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, or suspension in terms of these rule , or both.

- 23.3. A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but only in so far as may be permitted by the chairperson. The offender may not participate in the affairs of or voting at the meeting.
- 23.4. After the owner or occupier has been given the opportunity to present his case, the members of the sub-committee appointed by the trustees may by way of a unanimous resolution (100% of the members present at the meeting with a minimum of two sub-committee members), impose an initial penalty or suspension for the first offence and a subsequent penalty or suspension for every identical offence thereafter.
- 23.5. Any fine imposed in terms of sub-rule (4), may if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of s 37(1) of the Act and claimed by the trustees as part of the monthly instalments payable by the owner.
- 23.6. The TRUSTEES may, from time to time, determine the amount of the initial and subsequent penalties and periods of suspension, which amounts should be confirmed at the next general meeting.
- 23.7. Should it be required that the TRUSTEES are required to take legal action against an owner/tenant, the TRUSTEES will exercise its legal right to claim "all litigation costs" from the owner of the unit.

#### 24. **ARBITRATION**

- 24.1. Any dispute, disagreement or claim arising out of or in connection with this Conduct Rules or the subject matter of this Conduct Rules, including, without limitation, any dispute concerning:
- 24.1.1. the existence of the Conduct Rules apart from this clause;
  - 24.1.2. the interpretation and effect of this Conduct Rules;
  - 24.1.3. the Parties' respective rights or obligations under this Conduct Rules;
  - 24.1.4. the rectification of this Conduct Rules;
  - 24.1.5. the breach, termination or cancellation of this Conduct Rules or any matter arising out of the breach, termination or cancellation; and
  - 24.1.6. the damages arising in delict, compensation for unjust enrichment or any other claim, whether or not the rest of the Conduct Rules apart from this clause is valid and enforceable,

shall be referred to arbitration in terms of this clause.

- 24.2. The Parties shall agree on the arbitrator who shall be an attorney or advocate on the panel of arbitrators of the Arbitration Foundation of Southern Africa ("AFSA"). If Conduct Rules is not reached within 10 Business Days after any Party calls in writing for such Conduct Rules, the arbitrator shall be an attorney or advocate nominated by the Registrar of AFSA for the time being.
- 24.3. The request to nominate an arbitrator shall be in writing outlining the claim and any counter-claim of which the Party concerned is aware and, if desired, suggesting suitable nominees for appointment as arbitrator, and a copy shall be furnished to the other Parties who may, within 5 Business Days, submit written comments of its request to the addressee of the request with a copy to the first Party.
- 24.4. The arbitration shall be held in Cape Town, South Africa, and the Parties shall endeavour to ensure that it is completed within 60 Business Days after notice requiring the claim to be referred to arbitration is given.
- 24.5. The arbitration shall be governed by the Arbitration Act, 1965, or any replacement Act and shall take place in accordance with the Commercial Arbitration Rules of AFSA.
- 24.6. The provisions of this clause:
- 24.6.1. constitute an irrevocable consent by the Parties and no Party shall be entitled to withdraw therefrom or claim at any stage of the proceedings that he is not bound by such proceedings;
  - 24.6.2. are severable from the rest of this Conduct Rules and shall remain in effect despite the termination of or invalidity or alleged invalidity for any reason of this Conduct Rules or any part thereof;
  - 24.6.3. shall not preclude any Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration.
- 24.7. Each of the Parties shall at all times keep confidential any arbitration between them, including (but not limited to) any matter concerning or incidental to the dispute concerned, to the arbitration proceedings and/or to the results of the arbitration.

Accepted on .....at.....



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TRUSTEE

OWNER