

CONDUCT RULES

(in terms of Section 35(2)(b) of the Sectional Titles Act 1986 and as supplemented in terms of Section 10(2)(b) of the Sectional Title Schemes Management Act 8 of 2011)

THE BODY CORPORATE OF VISTARIA

Sectional Title Scheme
No. SS1180/1998

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PRELIMINARY

A. STATUTORY AND GENERAL

An owner:

1. Shall not use his unit, exclusive use area or any other part of the common property or permit it to be used, in such a manner as to be a nuisance to any other owner or injurious to the good name of the building;
2. Shall not contravene, or permit the contravene of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the complex of the common property, or contravene or permit the contravention of the conditions of title applicable to his unit or to his exclusive use area;
3. Shall not make alterations, which are likely to impair the stability of the building or the use and enjoyment of other units, the common property or any exclusive use area;
4. Shall not do anything to his unit or exclusive use area, which is likely to prejudice the aesthetic appearance of the building;
5. Shall, when the purpose for which an exclusive use area is intended to be used, as shown expressly or by implication on or by registered sectional plan, not use, or permit such exclusive use area may be used for another purpose; and
6. Abide by the duties of Owners as set out in Section 13 of the Sectional Title Schemes Management Act 8 of 2011.

BINDING NATURE

The provisions of these Conduct Rules and the duties of the owner in relation to the use and occupation of units and common property shall be binding on the owner(s) of any unit and any lessee or other resident of the unit, and it shall be the duty of the owner to ensure compliance with the Rules by his lessee or resident including employees', guests and any member of his family, or any occupant.

B. INTRODUCTION AND PREAMBLE

The Conduct Rules contained in this schedule shall not be added to, amended, or repealed except by special resolution in accordance with Section 10(2)(b) of the Sectional Title Schemes Management Act 8 of 2011.

NB. THESE CONDUCT RULES FOLLOW ON AND ARE IN ADDITION TO THE STATUTORY CONDUCT RULES CONTAINED IN ANNEXURE 2 OF THE SECTIONAL TITLE SCHEMES MANAGEMENT ACT 8 OF 2011 AND THE PRESCRIBED MANAGEMENT RULES CONTAINED IN ANNEXURE 1 OF THE SECTIONAL TITLE SCHEMES MANAGEMENT ACT 8 OF 2011 AND THE REGULATIONS PERTAINING TO THE SAID ACT AND ANY AMENDMENTS THERETO.

C. FUNCTION OF THE BODY CORPORATE

The main functions of the Body Corporate are outlined in sections 3, 4, and 5 of the Sectional Title Schemes Management Act 8 of 2011. These functions encompass a comprehensive range of responsibilities. In addition to maintaining the common property and obtaining insurance coverage for the entire buildings, the Body Corporate, facilitated by its elected executive body known as the Trustees, holds the obligation to enforce compliance with the Act and the Rules.

While the Act specifies the main functions of the Body Corporate, it is important to note that one of its significant duties is to ensure adherence to the provisions outlined in the Act itself, as well as the Rules governing the sectional title scheme. This includes overseeing compliance with legal requirements, promoting harmonious living within the complex, and upholding the standards and regulations set forth in the governing documents.

By diligently fulfilling these responsibilities, the Body Corporate, guided by its Trustees, plays a crucial role in maintaining order, protecting the interests of the owners, and facilitating the effective management of the sectional title scheme.

The **Body Corporate of Vistaria** hereby declares that it does not assume any responsibility or liability for any physical injuries or harm of any kind that may occur to individuals within the complex, regardless of the cause. Additionally, the Body Corporate does not accept liability for any damage, loss, or theft of motor vehicles, industrial goods, personal belongings, or any other possessions located within or on the premises of Vistaria. It is emphasized that the owners of such items bear sole responsibility for any associated risks. This disclaimer also extends to the use of any facilities within the Complex by individuals.

D. DEFINITIONS

The terms and expressions contained in these Rules shall, unless the context or this clause otherwise indicate, have the meaning assigned to them in Section 1 of the Sectional Title Schemes Management Act 8 of 2011.

Term	Meaning
"Act"	The Sectional Title Schemes Management 8 of 2011 (as amended from time to time)
"The Owner"	in relation to a unit or a section or an undivided share in the common property forming part of such unit, means the person in whose name the unit is registered at a deeds registry in terms of the Sectional Titles Act or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who has died, or the representative of an owner, who is a minor or of unsound mind, recognised by law, and "owned" and "ownership" have a corresponding meaning
"Body Corporate"	consists of all the registered owners at Vistaria
"Tenant"	This is a person who is leasing or renting a section from an owner.
"Resident"	any person, including but not limited to an owner, who occupies a section or a staff room at Vistaria, and who is bound by these rules and the provisions of the Act.
"Trustees"	are elected, in terms of the Sectional Title Schemes Management Act, to exercise the functions and powers of the Body Corporate
"Complex"	The complex consists of both the common property (inclusive of exclusive use areas) and sections contained therein.
"Section"	means a section as shown as such on the sectional plan, and registered in an owner's name
"Common Property"	the land and such parts of the building as are not included in a section
"Exclusive use area"	part of the common property allocated for the exclusive use of an owner of a section howsoever allocated
"Unit"	means a section together with its individual share in common property apportioned to that section in accordance with the quota of the section
"Managing Agent"	the entity, whether it be a company, close corporation or person, which may be appointed by the body corporate from time to time administer the affairs of the body corporate in accordance with the managing contract concluded between such entity and the body corporate.

E. APPLICABILITY

- (1) These Conduct Rules, the provisions of annexure 1 and annexure 2 to the Sectional Title Schemes Management Act 8 of 2011 shall be binding on all owners, lessees, or other occupants of sections and on the trustees and managing agent (*if so contracted*) as contemplated in section 10(3) of the Sectional Title Schemes Management Act 8 of 2011.
- (2) It shall be the duty and responsibility of an owner to ensure compliance with these Conduct Rules by the lessees or occupants of his or her section, including the employees, guests and any family members of the owner, or of his or her lessees or of the occupants of his or her section.

- (3) Should any damages be caused by or penalties (*fin*es) be imposed on any of the persons referred to in sub-rule (2) above, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed. The owners concerned may further be held liable for damages, penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules. Damages, penalties (fines), legal costs and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable owners levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.

F. INTERPETATION

- (1) The clause headings in these Conduct Rules are provided for ease of reference and should not be taken into consideration when interpreting or construing the rules themselves.
- (2) Unless the context clearly indicates a contrary intention:
 - 2.1. the singular shall include the plural and vice versa; and
 - 2.2. a reference to any one gender shall include the other gender; and
 - 2.3. a reference to natural person includes juristic person, trusts and partnerships and vice versa.
- (3) Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words an expression in such Rule.
- (4) Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986 and/or the Sectional Title Schemes Management Act 8 of 2011, shall in all Conduct Rules bear in meaning that has been assigned to them, unless inconsistent with the context or the provisions of the relevant legislation mentioned herein.
- (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.
- (6) Where numbers are expressed in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.
- (7) These Rules, along with any obligations, duties, and responsibilities arising from them, will be interpreted and governed in accordance with the laws of the Republic of South Africa.

G. DIRECTIVES

- (1) The trustees may from time-to-time issue Directives in connection with any Conduct Rule.
- (2) The Directives shall not be in conflict with any Management or Conduct Rules and/or the provisions of the Sectional Title Act 95 of 1986 or the Sectional Title Schemes Management Act 8 of 2011.
- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rules. The trustees are not authorized to create further Conduct Rules through their issuing of Directives.

H. GUIDELINES

- (1) The trustees have the authority to periodically create and update guidelines that govern various aspects of the design and appearance of the building and structures on the premises, including any alterations or additions mentioned in Conduct Rule 4. These Guidelines may include specifications and sketch plans that outline the required nature, design, materials, colours, and installation methods necessary to maintain a consistent and uniform construction of the structures mentioned in Conduct Rule 4.

- (2) By virtue of these Conduct Rules, the Guidelines will be binding on all owners, lessees, and occupants of sections, as well as on the trustees themselves.

I. RIGHT OF ADMISSION RESERVED

The right of admission to the **Vistaria Complex** is strictly reserved at all times.

J. INDEMNITY / DISCLAIMER

- (1) The Body Corporate, its Managing Agents (if so appointed), Trustees and Body Corporate staff shall not be liable for any injury or loss or damage of any description which an owner or occupier of a section or any member of his family, or his staff, or friend, acquaintance, visitor or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual units by reason of any defect in the common property, its amenities or in the individual units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.
- (2) The Body Corporate or its Agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt, and the delivery or non-delivery of goods, postal matter or any other property.

CONDUCT RULES

1. CONTROL OF PETS (ANIMALS, INSECTS, REPTILES, FISH AND BIRDS)

- 1.1. An owner, lessee or occupant of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, fish, insect, reptile or bird (pet) in a section or on the common property.
- 1.2. When granting such approval, the trustees may prescribe any reasonable terms and/or conditions for the keeping thereof. The trustees may from time to time prescribe further conditions pertaining to the keeping of pets in sections.
- 1.3. Current owners of pets who were given consent under the terms and conditions of the pet registry shall ensure that pets are not left unattended in any section for more than 48 hours.
- 1.4. Current owners of pets who were given consent under the terms and conditions of the pet registry must ensure all dogs are to be confined to the section and to any exclusive use areas abutting thereon unless accompanied by the owner and carried on a leash.
- 1.5. Pets are strictly prohibited in the pool area and other common property areas.
- 1.6. In the event of any violation of the conditions outlined in the terms and conditions specified in the pet registry application form attached hereto, the trustees reserve the right to revoke their approval.
- 1.7. The Trustees have the authority to instruct any resident to permanently remove a pet that causes a disturbance or is subjected to neglect.
- 1.8. In suitable circumstances, the trustees may apply to a Court having jurisdiction and/or the Ombud in terms of Section 39(2)(b)(ii) of the Community Schemes Ombud Service Act 9 of 2011, for an order or interdict for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to the application, including such costs which may be incurred by the body corporate in giving effect to this rule.
- 1.9. If there is a breach of or non-compliance with the provisions of this Rule, the respective section may be subject to penalties as imposed under Conduct Rule (31).

- 1.10. Approval letters from the trustees must be retained by the owner and presented upon request.
- 1.11. Yearly reminder letters, based on the *"Terms and Conditions"* under which approval was granted, will be sent by the managing agent at the trustees' request. The purpose of these letters is to ensure compliance with the rules regarding the housing of pets as outlined in this document.

2. CHILDREN BEHAVIOUR

- 2.1. Children are subject to the Conduct Rules in the same manner as adults.
- 2.2. Owners/Residents hold full responsibility for the behaviour of their own children, as well as the children of their visitors, on all parts of the property.
- 2.3. Owners/Residents must ensure that their children or visitors' children do not engage in activities such as playing on the stairs, passages, or between parked cars.
- 2.4. Residents are obligated to supervise their children, as well as the children of their visitors, to prevent any damage or disturbances. Specifically, children must not interfere with or tamper with pool equipment, gates, post boxes, plants, trees, grass, decorations, nameplates, lights, or any other part of the common property, including the electronic gate and associated equipment at the complex entrance.
- 2.5. Children are not allowed to play in the parking area, including the parking bays, at any time.
- 2.6. Owners/Residents must ensure that their children refrain from riding bicycles, tricycles, motorcycles, roller-skates/rollerblades, hee-lies, skateboards, soapbox cars, etc., on the common property, including the strictly prohibited washing area. The adjacent park outside the complex should be used for such activities.
- 2.7. Ball games are not permitted on the common property. The nearby park should be utilized for this purpose.
- 2.8. Children are also bound by the conduct rule specified under section 19 (Noise and/or Nuisance). Owners/Residents remain responsible at all times for the behaviour of their own children as well as their visitors' children on any part of the property.
- 2.9. Owners/Residents must ensure that their children or visitors' children do not play on the stairs, passages or between cars.

3. REFUSE DISPOSAL

An owner, lessees or occupier of a section shall abide to the following:

- 3.1. Ensure no rubbish or refuse is left on any portion of the common property or in any section where it would be visible and/or constitute a health hazard.
- 3.2. Ensure that refuse bags are placed in the refuse bins supplied in the demarcated "REFUSE AREA".
- 3.3. Residents shall maintain in a dry and hygienic condition, a municipal receptacle/bin for refuse within the refuse area and 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 refuse bags must not be overfilled or torn and must be able to be closed properly.
- 3.4. Ensure that any boxes are folded or broken down by the owners themselves BEFORE placing them inside the bins.

- 3.5. Ensure that both building rubble and refuse, resulting from renovations, or moving operations, be removed by the resident concerned at his own cost, as this type of refuse is not permitted to be deposited in the refuse bins, or on any portion of the common property.
- 3.6. Ensure that no bins are removed from the bin area without the consent of Trustees.
- 3.7. Residents are to co-operate in the following matters:
 - ***Cigarette butts and other objects may not be thrown from the windows or anywhere from or onto common property.***
 - No bottles/cans should be thrown from windows.
 - ***No cooking oils or fats may be disposed of in the kitchen sinks, drains or toilets and items such as sanitary towels, tampons or nappies should not be flushed through the sewerage systems. Such items are to be placed in a plastic bag and sealed with your refuse/rubbish.***
 - Garden refuse and animal litter is to be placed in refuse bags and placed in the municipal bins in the refuse collection area.
 - No resident is allowed to water the potted plants in the common property areas, unless on written approval from trustees, see request form.
- 3.8. ensure that their own refuse receptacles are kept in the exclusive use area within the confines of the section. Refuse receptacles supplied by the municipality may not be used for this purpose.
- 3.9. Maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing.
- 3.10. Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins and other containers, completely drained.
- 3.11. Ensure that when such a receptacle is full, to move refuse to the demarcated "Refuse Area" within the complex as designated by the Trustees.
- 3.12. Refuse may not be handled contrary to the regulations of the regional municipality.
- 3.13. Refuse bags must not be overfilled or torn and must be able to be closed properly and tins and other containers must be completely drained, before placing into the refuse bins. Any large boxes must be discarded or broken down by the owners themselves BEFORE placing them in the bins.
- 3.14. All refuse must be placed in the bins and not on the floor. Owners are not to leave refuse bags or any other refuse in any other area within the common areas of the complex.
- 3.15. No bins to be removed from the bin area without the consent of the Trustees.
- 3.16. Under no circumstances may the walled area outside the main gate, originally intended for the deposit of refuse, be used. This is for sanitary and health reasons.

4. LITTERING

In accordance with Conduct Rule (3), it is strictly prohibited for an owner, lessee, or occupant of a section to dispose or throw any form of rubbish, including dirt, cigarette butts, food scraps, pet litter, or any other type of litter, onto the common property. Specifically, no materials or objects are allowed to be thrown out of windows or balconies.

5. ERADICATION OF PESTS AND HEALTH REGULATIONS

- 5.1. A owner, lessee or occupant shall keep his section free of cockroaches, rodents and/or other potential disease-carrying animals and insects as well as white ants, borer and other wood destroying insects.

- 5.2. The owner, lessee or occupant shall permit the Board of Trustees (*at a mutually accepted and reasonable time*), the Managing Agent and their duly authorised agents and employees, to enter his section for the purpose of inspecting the section and taking any action as may be required to eradicate any such pests.
- 5.3. The cost of inspecting/eradicating any such pests as may be found within a section shall be borne by the owner and/or resident of the section.
- 5.4. Each owner, lessee or occupant of a section is responsible to ensure that activities inside his/her section or on the common property comply with all municipal health regulations and that no damage or risk is created or allowed, to the health, safety or property of other occupants of sections or other persons legitimately present on the premises.

6. MANAGEMENT OF THE COMPLEX

- 6.1. The Body Corporate has appointed Trustees and may appoint such other persons, as it may deem necessary to manage its interest in both the common property and the sections. Such appointed persons will manage within specific limits as granted by the Trustees. All such limits will be recorded at meetings of the Trustees and will remain effective until such time as they are revoked by the Trustees or the members of the Body Corporate at a General Meeting. Where an appointed person has acted outside an authority granted by the Body Corporate, a subsequent meeting of the Body Corporate may ratify such action.

7. VISITORS AND TENANTS

- 7.1. The owners of a section are responsible for their visitors and/or tenants observing the Conduct Rules, the owner shall acquaint their tenants and visitors with the contents of such rules.
- 7.2. Owners to ensure that their new and current tenants are given a copy of the Vistaria Body Corporate Conduct Rules.

8. LETTING AND OCCUPANCY OF SECTIONS AND RELATED MATTERS

- 8.1. The sections shall be used for residential purposes only.
- 8.2. Owners of a section shall allow a **maximum** of 2 persons per (sectional title plan) registered bedroom to occupy a residential section, as set out below:
 - a) 2 (two) persons in a one-bedroom residential section.
 - b) 4 (four) persons in a two-bedroom residential section.
 - c) 6 (six) persons in a three-bedroom residential section.
- 8.3. An owner may let or part with the occupation of his/her unit, provided he/she secures from the lessee(s) or the person to whom occupation is given, as the case may be, an undertaking in favour of the Body Corporate that such Lessee or person shall duly observe all such rules and conditions as are contained herein.
- 8.4. All lessee(s) of units, and any other person(s) granted right of occupation by any owner of the relevant units, are obliged to fully comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of right of occupancy.
- 8.5. Before a lessee or occupant takes occupancy of a section, the applicable owner shall furnish the lessee or other occupant with a copy of the Conduct Rules and directives and inform such lessee or occupant of his/her duty to comply with the Conduct Rules and any directives imposed of terms thereof. The owner shall obtain the lessees (or other occupants) written acknowledgement of receipt of conduct rules and shall provide the Trustees with a copy of such acknowledgement.
- 8.6. Any owner of a section shall within 7 (seven) days after concluding a lease agreement or other occupancy arrangement, furnish the Trustees with the particulars (the full names and contact telephone numbers) of his/her lessee or other occupants.

- 8.7. An owner shall notify the Trustees or Managing Agent in writing, (see "New Owner / tenant form", with 14 (fourteen) days of conclusion of a lease agreement or other occupancy arrangement (whether verbal or in writing), of the conclusion of such agreement or arrangements.
- 8.8. Notwithstanding sub-rule (8.2), with the prior written consent of the Trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period exceeding 14 (fourteen) days at a time and not for aggregate period of more than 28 (twenty eight) days in a calendar year.

9. INSURANCE CLAIMS

- 9.1. All insurance claims related to the building, common property and improvements thereon are to be handled solely through the Board of Trustees and the Managing Agent, as appointed from time to time.
- 9.2. Any damage to a section that is subject to a possible insurance claim shall be reported to the Managing Agent within twenty-four hours of the event having occurred.
- 9.3. It is the section owner's responsibility to take all reasonable precautions to prevent loss, damage, destruction to his section and the common property.
- 9.4. The Body Corporate insurance policy does NOT cover the personal belongings of residents and residents are strongly advised to keep the contents of their section adequately insured in the event of fire, theft or any other unforeseen eventuality.
- 9.5. Any insurance excess payable in respect of an insurance claim submitted to the Body Corporate's insurance provider as a result of a burst geyser or any claim arising from or related to the geyser supplying hot water to the unit, shall be settled in full by, and be for the account of the owner of the unit concerned. The same such provision regarding excesses shall also apply to any other insurance claim.

10. MAINTENANCE OF SECTIONS AND COMMON PROPERTY

It is in the interest and to the mutual advantage of all owners, that owners maintain their sections and common property and keep in good, clean, hygienic and habitable condition. To this end the following rules shall apply:

- 10.1. Owners shall ensure that any garden tools and other equipment stored in view of the other residents and general public shall be kept neat and tidy.
- 10.2. Owners shall use their carports, patios, balconies, stoeps and gardens for the purposes intended only.
- 10.3. Wall plants and creepers must not be allowed to encroach on adjoining properties or cause damage to gutters, fascia boards, roof tiles etc. Any damage caused will be repaired at the expense of the resident concerned in terms of sub-rule (10.5).
- 10.4. Owners shall be responsible for all interior painting and maintenance of the interior of any section owned by them inclusive of blocked sewers, sanitary equipment, connections, and repairs, with the exception of common external walls.
- 10.5. If an owner fails to repair or maintain his/her section in a state of good repair, or fails to maintain adequately any area of the common property allocated for his/her exclusive use and enjoyment and such failure persists for a period of 7 (seven) days, after receiving written notice, the Trustees are entitled in terms of the rules to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
- 10.6. Repairs to any drains outside the unit, which becomes blocked due to negligence on the part of the owner/tenant, will be for the owners account.

- 10.7. Except as provided for in sub-rule (10.5), it is the duty of the Trustees to properly maintain the common property and to keep it in a state of good and serviceable repair.

11. ALTERATIONS TO SECTIONS

- 11.1. An owner may not mark, drive nails or screws into or otherwise damage or alter any part of the common property without first obtaining the written consent of the Trustees.
- 11.2. Except as provided for in rule 11.1 an owner may install any locking device, safety gate or other safety device for the protection of his section, provided that the Body Corporate have first approved in writing the nature of this device and the manner of its installation. All safety gates need to comply with the building standards and be white.
- 11.3. In order to maintain a high level of security within the complex, should any owner wish to carry out such improvements as provided for in rule 11.2 above, an owner will be required to notify the Trustees in writing of the following:
- a) Nature of improvement
 - b) Contractor's name
 - c) Names of employees of contractors
 - d) Date and times when work will be carried out
- 11.4. An owner may carry out interior improvements, provided that these do not necessitate structural alterations or will not require structural alterations.
- 11.5. Owners are personally responsible for the insurance of the contents of their unit and for the premiums of any such insurance.

12. EXTERIOR OF SECTIONS

- 12.1. The Trustees shall be responsible for all exterior maintenance, painting, etc. and no decorations may be attached to the exterior of a section unless specifically authorised by the Trustees in writing. The erection of awnings, pergolas, TV aerials and similar attachments may only be undertaken with the written consent of the Trustees.
- 12.2. No air conditioning units which are visible from outside a section may be installed without the specific approval of the Trustees in writing.
- 12.3. Owners / residents shall not erect his / her own washing lines, nor hang washing or laundry or any other items on any part of the building or common property, balconies, walls or fences so as to be **visible** outside the building or from any other section within the common property.
- 12.4. No ZoZo huts or any permanent structures with a roof are to be erected.

13. DAMAGE, ALTERATION, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY AND ALTERATION TO THE INTERIOR OF SECTIONS

GENERAL:

- 13.1. It is recorded that the exterior of sections, including windows and doors, are part of the common property and that as such no owner, lessee or occupant may alter, damage, improve or add thereto in any manner.

MINOR ALTERATIONS:

- 13.2. As far as minor alterations, fixtures or additions are concerned, an owner, lessee or occupant of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.

13.3. Notwithstanding rule 13.2, an owner or person authorized by him or her, may install:

- a) any locking device, safety gate, burglar bars, or other safety device for the protection of his or her section; or
- b) any screen or other device to prevent the entry of animals or insects;

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

13.4. An owner or person authorized by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, steps or similar items without the prior written consent of the trustees, who may attach reasonable conditions to their consents.

13.5. A request for the trustee's consent or approval contemplated in rules 13.2, 13.3 or 13.4, must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours, and location of the proposed item.

13.6. The trustee's consent for such structures as contemplated in Rule 13 may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost. Should an owner fail to remove such item and any such failure persists for a period of 14 (fourteen) days after written notice to remove given by the trustees, the trustees may have same removed at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting there from.

STRUCTURAL ALTERATIONS:

13.7. Any structural alteration affecting a section and the common property, and alterations to plumbing, electrical installations or conduits may only be carried out after:

- a) compliance with all relevant provisions of the Section Title Schemes Management Act 8 of 2011 Act and the Rules
- b) obtaining the written approval of the local authority, if applicable
- c) obtaining the written consent of the trustees, which may be accompanied by conditions

13.8. All structural alterations and alterations to, or repairs of, plumbing, electrical installation or conduits, must be done by qualified and registered artisans and the work must comply with standards required by the local authority.

13.9. Where an effects alterations to the interior of his or her section, no work may be done to weight-bearing walls without the written consent of the trustees, who may impose conditions.

13.10. Whilst balconies may form part of sections, the enclosure thereof affects the common property as well as the appearance of the buildings. For this reason, any enclosure of a stoep or balcony shall be regarded as a structural alteration for the purposes of this Rule.

13.11. In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building and any alteration, additions, modifications, improvement or decorative work which affects the exterior appearance of the section:

- a) A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their provisional consent.
- b) The trustees may grant provisional consent or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The trustees may request that a report by structural engineer or architect be furnished.
- c) If provisional consent is given, the owner must proceed to have building plans prepared and approved by an engineer (if required) and the local authority (if required), and which may not deviate from the sketch plan. (see appropriate annexure)
- d) Before final approval, the owner must canvass the comments of immediate neighbours, and submit such comments to the trustees for consideration.
- e) A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees.
- f) If considered necessary by the trustees, they may consult an architect, engineer, legal advisor, or other professional consultant, regarding the proposed alterations.
- g) Within 14 (fourteen) days of obtaining all the required information and advice, the trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions.
- h) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence. (If any damages to the common property should result by virtue of any work done, the trustees shall be entitled to deduct such damages from the deposit.)

INTERNAL ALTERATIONS:

In addition to any other relevant provision, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings:

- a) An application to proceed with specifications, time frame, and sketch plan of the proposed alterations must be submitted to the trustees, to obtain their consent to proceed.
- b) The trustees shall, within 14 (fourteen) days, convey their consent to proceed, with or without conditions and or Directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may not proceed with the work without such consent.
- c) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

ALL ALTERATIONS:

13.12. In respect of all work done at the instance of an owner of a section, the following shall apply:

- a) The owner shall liaise with the trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises.
- b) All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.
- c) The owner accepts responsibility and shall be liable to the body corporate (or owners, as the case as be) for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising there from.
- d) The electricity supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.

- e) Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 08h00 to 17h00 or during the hours 09h00 to 17h00 on Saturdays, but not at all on Sundays or public holidays.
- f) Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupants and must be concluded as expeditiously as possible, within the time frame specified, if any.
- g) Any deposit payable in terms of this Rule shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the trustees.
- h) All charges, damages, expenses, and penalties raised against the owner in terms of these Rules, are payable upon demand and, if unpaid, trustees may deduct such items from the owner's deposit and/ or add the amount to his or her levy account.
- i) The owner shall ensure that his or her rubble is removed on a daily basis. No rubble may be left on site overnight. Should the owner fail to remove rubble, the trustee shall be entitled to remove the rubble at the cost of the owner concerned or the trustees may charge a fee to the owner to store the rubble on the common property overnight.
- j) In the event of approval, or a permit or consent being required from any local or other authority for the alterations, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition.
- k) If any work done by or on behalf of an owner in pursuance of the provisions of this Rules results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- l) Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this Rule shall be maintained by the owner concerned in a state of good repair and in a clean, neat, hygienic, and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf the body corporate shall be entitled to remedy the owners' failure and to recover the reasonable cost of doing so from such owner.
- m) For the purposes of the Rules, the trustees shall have the discretion to decide what constitutes a 'minor alteration', 'structural alteration' or 'internal alteration' subject to any Directives that may be given by members at a general meeting, by majority vote.
- n) If an owner (or person authorized by him or her) effects any work referred to in this Rule without obtaining the trustees consent, or fail to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should an owner in any other way contravene any sub-rule, the trustees may request an owner to remove such structure at this or her own cost. Should an owner fail to remove or cause the removal of and/ or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 14 (fourteen) days after written notice given by the trustees, the trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting there from.
- o) Owners, lessees or occupants of sections shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular landing, staircases and passages must be kept clear at all times.

14. APPEARANCE FROM OUTSIDE

- 14.1. An owner, lessee or occupant of a section shall not place, store or do anything in a section, on any part of the common property, on exclusive use areas, in sections, including on balconies, patios, stoeps or gardens and encroachments, which in the opinion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 14.2. No items may be hung over fences, balconies, in windows or corridors or on any part of the building or the common property so as to be visible to the public or to other occupants.

- 14.3. Owners, lessees and occupants of sections must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All curtains must have linings, and all linings of curtains, and blinds when viewed from outside, must be acceptable to the trustees in their discretion.
- 14.4. No owner, lessee or occupant of a section may, without the prior written consent of the trustees, place, store, or leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left.

15. BUSINESS ACTIVITIES

- 15.1. No business, profession or trade may be conducted on the common property or in a section.
- 15.2. No auctions or jumble sales may be held on the common property or in a section.
- 15.3. No advertisement, sign, notice, billboard or publicity material of any kind may be exhibited or distributed in the complex without prior approval by the Trustees.
- 15.4. Notification that any unit is let or sold must be given to the Trustees in writing, together with:
 - a) Date of occupation
 - b) Future address of the registered owner
- 15.5. No "For Sale", "To Lets or Sold" boards or signs may be displayed without the permission of the Trustees.
- 15.6. Hawkers will not be allowed on the property at any time.

16. SIGNS AND NOTICES

- 16.1. No owner, lessee or occupant of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without written consent of the trustees first having been obtained. The trustees may impose any reasonable conditions when granting their consent.
- 16.2. The trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained or in the event of non-compliance with the imposed conditions. 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 occupant shall have no claim against the body corporate or the trustees as a result of their functions performed in terms of this provision.

17. ACTIVITIES ON THE COMMON PROPERTY

- 17.1. Residents, their families and their guests shall be entitled to the enjoyment of the common property with due regard and courtesy for the rights of other owners, resident and their families and their visitors.
- 17.2. It is the responsibility of every resident using the common property to ensure that the area is left clean with no debris, cigarette butts, glass objects or bottles lying around.
- 17.3. An owner shall not throw any rubbish, including dirt, cigarette butts, food scraps or any other litter, either from windows, balconies, patios or vehicles on the common property and should such failure persist for a period of 2 (two) days after being given written notice, the Trustees are entitled in terms of the Rules to remedy the owner's failure and to recover the reasonable costs of doing so from such owner.
- 17.4. All gardening in respect of the common property shall be the responsibility of the Trustee(s). The removal of vegetation and any interference with gardens is prohibited unless the consent of the Trustees or the person responsible for the gardens is obtained.

- 17.5. No hobbies or other activities may be conducted on the common property or in a section which will cause undue nuisance to other residents.
- 17.6. No resident shall cause or permit any unlawful, negligent or disorderly conduct on the common property.
- 17.7. No fireworks, firearms, pellet guns, clap guns, explosives or other dangerous material or articles may be discharged on the common property.
- 17.8. Should any damage of whatsoever nature be caused to the common property by an owner, his or her family, tenants, visitors or pets, the owner shall be liable to reimburse the Body Corporate for the cost of repair of such damage.
- 17.9. No business or trade may be conducted in residential sections or on the common property.
- 17.10. Except for the auction of a unit, no auctions or similar sales or exhibits may be held in sections or on the common property.
- 17.11. No drinking of alcohol will be permitted on common property at any time.
- 17.12. The Trustees do not assume any responsibility for any injuries, accidents or losses by any person whatsoever.

18. SWIMMING POOL AND BRAAI AREA

- 18.1. Use of the swimming pool at **Vistaria** is at all times at the sole risk of the persons utilising the facilities. The Trustees and Body Corporate assume no responsibility for any injuries, accidents or losses.
- 18.2. The swimming pool is for the use of residents and their guests, provided such guests are at all times accompanied by a resident, of Vistaria ONLY. The Trustees, at their sole discretion, may restrict the use of the swimming pool at the complex by visitors.
- 18.3. Children **under** the age of 12 (twelve) years must, at all times, be adequately supervised by an adult while using the swimming pool.
- 18.4. Noise and Nuisance, strictly adhere to Conduct Rule (19).
- 18.5. No parties of whatsoever nature may take place in these areas;
 - a) Unless the prior written consent of the Trustees has been obtained.
 - b) The Trustees may impose any condition upon which these areas may be used for a party.
 - c) ***A deposit of R250 will be payable – refunded after inspection by the Body Corporate Trustees.***
 - d) Penalties, i.e. rental of a party venue, will be imposed on the owner, tenant, occupant without prior notice, if any unauthorised parties is seen by a trustee in the pool area or on any common area(s).
 - e) No other owner, resident or tenant may be barred from using the pool or other common area(s) while a party is being hosted.
- 18.6. No person suffering from an infectious disease or having an open wound may use the swimming pool.
- 18.7. Appropriate swimming attire, meaning costumes **only**, shall be worn when using the pool.
- 18.8. Nudity is not permitted in the pool area or anywhere of the common property.

- 18.9. Swimming in underwear of whatever nature will not be permitted.
- 18.10. No bottles, glasses or other glass objects of any kind are permitted in the pool or surrounding area. Any breakages shall be cleaned up by the person/s concerned. In the event that breakages are not cleaned up, the relevant unit owner will be charged with the cost, determined by the trustees, of attending thereto by Body Corporate staff.
- 18.11. The pool and its accompanying facilities are reserved for the exclusive use of residents and their visitors and are to be left in a clean and orderly state.
- 18.12. Visitors must be accompanied by a resident at all times.
- 18.13. Each resident is responsible for the conduct of his visitor(s).
- 18.14. Facilities at the pool must be used in such a manner so as not to disturb other residents.
- 18.15. All possessions and debris must be removed before leaving the pool area.
- 18.16. Undue noise and profanity are not permitted on the common property and pool area.
- 18.17. Any equipment, including pump, pool cleaners, etc is not to be interfered or tampered with.

19. NOISE AND/OR NUISANCE

In order to ensure a peaceful environment and respect the rights of owners and other residents, it is strictly prohibited for any owner, resident, or visitor to engage in disorderly conduct within a unit/section or on any part of the common property. Additionally, no actions, behaviours, or activities should be carried out that may result in a nuisance or inconvenience to any owner, resident, or visitor of the complex. This includes, but is not limited to:

- 19.1. No noise that is excessive, in the discretion of the trustees, may be created at any time in a section or on the common property.
- 19.2. All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the trustees.
- 19.3. The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger or in the case of an emergency.
- 19.4. No firearms may be discharged in a section or any part of the common property, except under such circumstances, which would reasonable justify the use of a firearm for self-defence and related purposes.
- 19.5. The use of power tools, hammering, and other noise-generating equipment is strictly prohibited during the following times, unless in the case of emergency work:
 - a) Mon-Fri: 08h00 to 19:00
 - b) Saturday: 09h00 to 17h00
 - c) Sunday: No work day, unless prior permission granted.
- 19.6. No owner, lessee or occupant may permit anything to be done in his or her section, exclusive area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupants of the buildings, or permit or cause any disturbance or allow his or her children or visitors of their children 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 occupants.
- 19.7. Loud abusive language or any other loud physical or verbal disturbance is strictly prohibited.

- 19.8. Hooting at the gate, or anywhere else on the common property.
- 19.9. Excessive revving of cars and motorbikes and the riding of Quad Bikes is not permitted.
- 19.10. Radios, televisions, musical instruments, records, tapes, CD Players, Hi-Fi sets, any other multimedia devices, power tools, etc. must be used in such a manner as not to be a nuisance to other residents, unless prior written permission received from surrounding residents.
- 19.11. No loud music to be played in the car parking area, in or outside a vehicle.
- 19.12. Any Parties or social events, must be discussed and permission granted from the surrounding resident, and is strictly to be held between:
- Mon-Fri: 09h00 to 22h00.
 - Sat, Sun and Public Holidays: 10h00 to 22h00.
- 19.13. Any building alterations or improvements are only to be performed between:
- Mon-Fri: 08H00 and 19h00.
 - Sat: 09H00 and 17h00
 - Sun & Public Holidays: No work, unless it is an emergency.
- 19.14. Silent (No noise) times to be observed between:
- Mon-Thu: 22h00 to 07h00.
 - Fri: 00h00 to 07h00.
 - Sat, Sun and Public Holidays: 23h00 to 09h00
- 19.15. New owners/tenants to ensure, when moving into the complex, that they do so only between the hours of 08h00 and 20h00.
- Mon-Fri: 08h00 and 20h00.
 - Sat, Sun and Public Holidays: 09h00 and 20h00.
- 19.16. No Hobbies or any other activities or recurring character, causing undue noise or nuisance to other residents may be conducted, such as stripping and repairs to motor vehicles.

20. FURNITURE REMOVAL

- 20.1. New lessees or occupants who move either by themselves or engage furniture removers, must ensure that the removal vehicles do not park in parking areas reserved for other residents and that the security gates at the entrance are kept closed at all times.
- 20.2. The section owner, lessees or occupants involved shall be liable for any damage whatsoever caused by themselves or their movers/removers.
- 20.3. When moving into the complex the lessees or occupants must adhere to the Rules prescribed in section 19.

21. PARKING, DRIVING OF VEHICLES AND REMOTE CONTROLS

- 21.1. The owner, lessee or occupant of a section shall park or stand their vehicle or permit or allow a vehicle to be parked or stood on the parking bay (exclusive use area) allocated to the section they own or occupy.
- 21.2. Visitors, employees or contractors of owners, lessees or occupants shall park their vehicles in the visitors parking area or in such a way as not to obstruct any other resident, if their parking bays are occupied subject to the compliance with any reasonable conditions imposed from time to time by the trustees.

- 21.3. ***A owner, lessee or occupant may not use the parking area for anything other than parking of a motor vehicle.*** No trailers, caravans, trucks, quad bikes etc will be allowed on common property (only domestic vehicles). No dumping of building rubble or storage of any goods will be allowed.
- 21.4. No owner, lessee or occupant of a section shall park or stand any vehicle upon the common property, permit or allow any vehicle to be parked or stood upon the common property, contrary to these Rules without the prior written consent of the trustees.
- 21.5. Vehicles may only be parked in carports and driveways, and in such a way so as not to obstruct traffic flow.
- 21.6. Vehicles may not travel at speeds in excess of 10 km per hour within the complex. Residents should take the necessary action to ensure that the speed limit is complied with by anybody visiting or having access to their sections and will be responsible for any such person/s.
- 21.7. No unlicensed drivers may drive vehicles within the complex.
- 21.8. Bicycles, tricycles, roller skates, skateboards, etc. may not be left on any portion of the common property in such a manner as to obstruct the general flow of traffic on pathways, staircases and the entrance to the complex.
- 21.9. No owner, lessee or occupant shall be permitted to dismantle or effect major repair to any vehicle or service any vehicle on any portion of the common property. Only emergency repair to vehicles may be effected.
- 21.10. Owners, tenants or occupants washing their vehicle on the premises must ensure that the area used is to be left in a clean and tidy condition. Fire hoses are not to be used for cleaning vehicles.
- 21.11. Motorcycles and vehicles are to enter and exit from the complex quietly so as not to constitute a disturbance to other occupants.
- 21.12. Owners, lessees and occupants of sections shall ensure that their vehicles, and the vehicles of their visitors, employees or contractors, do not drip diesel, oil or brake fluid on to the common property or in any other way deface the common property by reason of the dripping of oil or brake fluid, or otherwise caused by any vehicle. The owner, lessee or occupant responsible shall clean such area at this or her own costs. Should the owner, lessee or occupant fail to clean such area and any such failure persists for a period of 7 (seven) days after the giving of written notice to clean given by the trustees or the managing agent on their behalf, the trustees may arrange to have the area cleaned and hold the applicable owner, lessee or occupant liable for the costs of cleaning and restoration of the area.
- 21.13. No caravans, motorboats, trailers or any other watercraft may be parked in the complex, without prior written consent of the Trustees. Such caravans, motorboats or trailers may only be parked on the common property in the area designated by the Trustees. Any vehicles may not be parked on any grass areas within the complex. When granting such approval, the trustees may prescribe any reasonable condition or conditions. The trustees may from time to time prescribe further conditions pertaining to the Rule. The trustees may withdraw their approval in the event of breach of any condition prescribe.
- 21.14. The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, including the imposition of a penalty or penalties in terms of rule 33 on any vehicle abandoned on the common property without the Trustees consent or in contravention of these Rules.
- 21.15. Notwithstanding the provisions of rule 21.13, an owner, lessee or occupant who is in breach of non-compliance with the provisions of this rule, or any Directives issued in terms thereof, may be subjected to the imposition of a penalty or penalties in terms of Conduct Rule (33).

21.16. Visitors vehicles are to be parked in the designated visitor bays within the complex. No residents may park a vehicle permanently in a visitors parking bay, unless prior permission, in writing, has been obtained from the trustees.

21.17. The parking of vehicles upon the exclusive use area is subject to the express condition that every vehicle is parked at the owners, lessees or occupants risk and responsibility and that no liability shall attach to the body corporate or its agents or any of its employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him or her, may suffer in consequence of his or her vehicle having been parked on the exclusive use area.

21.18. In the event of lost or stolen Remote Controls the

- a) Trustees to be notified immediately.
- b) Setup of new remote control will levy a R50 charge to the owners account.
- c) Replacement remote maybe provided by the resident or request from a trustee, the value of the remote as well as R50 (setup fee) will be levied onto the owners account.

21.19. The trustees may from time-to-time issue further Directives pertaining to this Rule.

22. LAUNDRY

22.1. Laundry MAY NOT be hung out to dry in any part of a section where it is visible to general public or other residents.

22.2. Only a cloths horse will be permitted on balconies.

22.3. No laundry is to be laid out to dry on the lawn or any part of the common property.

22.4. Laundry is not to be left on washing lines for more than 21 hours. Any laundry left in excess of this time period, will be removed .

22.5. Laundry hung out to dry or air is done so at the sole risk of the person so doing.

23. SECURITY, SAFETY AND RISK

23.1. Owners, lessees and occupants of sections must at all-time ensure that the security and safety of other occupants and their property are preserved, and in particular must:

- a) Handle their access controls responsibly and must report any lost of an remote control(s) to the trustees.
- b) Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate is properly closed including the individual parking area gates situated on Malherbe Street and Roy Campbell Street.
- c) Ensure that such pedestrian gate, entrance gate or exit gate are never opened for unknown or uninvited persons
- d) Comply with any security measures and Directives imposed from time to time by the trustees.

23.2. Owners, resident or any visitors may **NOT** permit entry to any person(s), into the complex, that they do not know.

23.3. 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 body corporate of whatsoever nature arising neither 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 his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.

- 23.4. The body corporate 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.
- 23.5. No obstacles or objects which may interfere in any way with the normal operation of the electronic gates may be inserted therein or placed in such a manner so as to avoid the automatic closure of these gates. Residents are requested not to tamper with or attempt repairs to the electronic gate or its electrical components.
- 23.6. Any faults pertaining to the security must be reported to a Trustee immediately.

24. SELLING OF UNIT / ESTATE AGENTS

An owner must inform the Trustees in writing of intent to sell their unit. A new owner must complete and submit the new owner form annexed hereto.

Owners who have appointed an Estate Agent in terms of a mandate to market (sell) or rent their unit at Vistaria Complex, shall notify such Estate Agent that the prior written permission of the Trustees is required to place a "For Sale" or "To Let" signs at the front of the building. The Trustees', at their discretion, may stipulate a reasonable time period during which such sign board may be placed anywhere on common property.

25. COMMUNICATION TO TENANTS

- 25.1. Owners are to ensure that tenants are issued with a copy of the conduct rules and that they are properly adhered to.
- 25.2. The tenant has a lease agreement with the owner of the unit and not with the Body Corporate. Any and all issues must be handled by or with the owner and not the Body Corporate or Body Corporate appointed Trustees or employees.
- 25.3. Owners to ensure that all notices, letter, newsletter are presented to their tenants.
- 25.4. Complaints from tenants must be submitted in writing through the owner to the Managing agents and Trustees.
- 25.5. Owners will be held liable for the conduct of their tenants.
- 25.6. Penalties added onto the Owners accounts due to;
 - a) Owners or tenants failure to comply with the Body corporate Conduct Rules.
 - b) It is between the owner and the Tenant to discuss who is responsible for the penalty loaded onto the OWNERS account, and not the Trustees.
 - c) Any verbal abuse, defamation of character or threats received from owners, tenants or visitors will lead to further steps being taken against owners.

26. LEGAL

All legal costs incurred by the Trustees for any action whatsoever against an owner or tenant, shall be borne by that owner on an attorney and own client scale including collection commission.

27. EMPLOYEES & DOMESTIC STAFF

- 27.1. Owners, lessees and occupants of sections may not request Body Corporate employees to perform tasks for them during their work hours.
- 27.2. Owners, lessees and occupants of sections may not interfere with Body Corporate employees in the performance of their duties as allocated to them by the trustees, but must give their full co-operation to such employees.
- 27.3. The Body Corporate employee(s) is/are answerable to the Chairperson or the Trustees and the Managing Agent (if so appointed), from whom all instructions should emanate unless an emergency should indicate otherwise.

- 27.4. Members of the Body Corporate wishing to employ the employees(s) outside working hours may do so at an agreed negotiated rate between that member and the employee(s).
- 27.5. The employee(s) (employed by the body corporate i.e. gardeners, etc) may not leave the Complex during working hours (except lunch and tea times) unless on specified business with the permission of the Trustees or the Managing Agent.
- 27.6. Owners, lessees and occupants of sections are responsible for the conduct of their own employees on the common property and shall ensure that they:
- a) Do not loiter on the common property.
 - b) Do not cause a nuisance on the common property.
 - c) Do not receive guests on the premises.
 - d) Comply with the security measures and Directives imposed from time to time by the trustees.
 - e) Keep the public toilets clean.
- 27.7. Owners, lessees and occupants are required to supply the Body Corporate Trustees or/and Managing Agent with their employees details, and a copy of their employees identification documents (ID's).

28. COLLECTION OF LEVIES

- 28.1. In the event of late or non-payment, the OWNERS account will be handed over to an attorney of CSOS for collection, and could result in OWNERS name being listed on the credit bureau.
- 28.2. In the event of the Trustees initiating legal proceedings against an owner for the recovery of any amount owing to the Body Corporate, the owner in question shall pay all collection commission and/ or any other legal costs incurred in respect thereof, including any attorney and client costs incurred by the Body Corporate. The purpose of a levy is to pay for electricity, water, effluent, maintenance, employees' salaries, gardens, insurance and generally to maintain the building in a prime state of maintenance; repairing and replacing where desirable or necessary.
- 28.3. It is the duty of all owners to pay the levy promptly in advance when due on the first (1st) day of each calendar month.
- 28.4. Owners are, in addition, liable for payment for services which are individually metered, such as electricity supplied to their units.
- 28.5. Special levies may also be raised from time to time where justified as a result of maintenance work or necessary repairs, replacements or improvements to the building, in terms of the Management Rules or the provisions of the relevant legislation.
- 28.6. The collection of the levies, and payment of all expenses, is administered by the building's Managing Agent on the instructions of the Trustees. Owners are at present given 5 days of grace at the beginning of each month, by which time managing agents must receive all monies owed by the owner in respect of that month, plus any penalties that may have been levied. Any queries regarding levies and payments must be addressed to the Managing Agents.
- 28.7. Failure to pay monies promptly when due, shall result in the debiting of interest to the accounts concerned. The rate of such interest shall be the maximum rate as allowed in terms of the provisions of the National Credit Act (as amended from time to time) pursuant to regulation 21(3)(c).
- 28.8. If levies are not paid by the 4th day of a calendar month, a warning notice shall be sent out, for which a charge shall be levied by the managing agent, payable by the defaulters, and the defaulting owner shall be liable for all costs thereof.
- 28.9. Any owner who is in arrears with his/her levies will have no right to vote

28.10. Interest will be charged on all overdue amounts.

28.11. Payment of levies, penalties and electricity are to be made directly to the Property Managers, as indicated on the statement of account.

28.12. TENANTS - **terminating** electricity or water supply to a unit that is leased.

- a) may not be terminated unless a court order has been obtained by the units' owner and presented to the Body Corporate Trustees.
- b) Any request to terminate electricity or water supply **must** be in writing, and submitted to the Managing agent along with the court order.
- c) The owner will be held liable for any fees incurred due to their outstanding account i.e. lawyers' fees and any interest charged by service provider (e.g. municipal) for short payment on accounts.
- d) A disconnection and reconnection fee of R350 (per instance) will be levied onto the owners account.

28.13. OWNERS - **terminating** electricity or water supply to a unit.

- a) The owner will be held liable for any fees incurred due to their outstanding account i.e. lawyers' fees and any interest charged by service provider (e.g. municipal) for short payment on accounts.
- b) A disconnection and reconnection fee of R350 (per instance) will be levied onto the owners account.

28.14. Any collection of arrear amounts WHICH PASSES THE PAYMENT DUE DATE (above R100) will IMMEDIATELY INCUR a **PENALTY** charge of minimum R50 or 5% of the full arrears amount reflected on the owners account at the time of default, depending on which is higher, per instance above and beyond interest.

28.15. Resolution passed by the Body Corporate, drafting of a credit policy, will be enforced.

29. COMPLAINTS

All complaints **MUST** be submitted to the trustees or managing agent in **writing** in order to be actioned.

30. 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.

31. CONTRAVENTION OF RULES

31.1. Should Rule 1 be contravened, the trustees may:

- a) Withdraw their approval to keep such pet upon which the owner, lessee or occupant must remove the pet from the section and the common property, or Apply to a Court having jurisdiction or the Ombud, for an order or interdict for the removal of a pet from a Section or the common property, and the owner will be liable for the costs relating to the application, or Impose a fine in terms of Conduct Rule (33), or Obtain an interdict, or Impose more than one of the options mentioned.

31.2. Should Rule 3 be contravened, the trustees may:

- a) Arrange for the vehicle to be clamped, at the risk and costs of the owner thereof and /or person in control of the vehicle
- b) Arrange for a clamped vehicle to be released subject to the payment of a release fee
- c) Arrange for the vehicle to be removed at the risk and costs of the owner thereof and /or person in control of the vehicle
- d) Impose a fine in terms of Conduct Rule (33)
- e) Obtain an interdict
- f) Impose more than one of the options mentioned

- 31.3. Should Rules 4 or 5 be contravened, the trustees may:
- a) Request an owner to remove such structure or object at his or her own cost.
 - b) Should an owner fail to remove or cause the removal of and/ or restitution of any alteration, improvement, fixture or addition (structure or object) and any such failure persists for a period of 14 (fourteen) days after written notice given by the trustees, the trustees may effect such removal and/ or restitution at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting there from.
 - c) Impose a fine in terms of Rule 33.
 - d) Obtain an interdict.
 - e) Impose more than one of the options mentioned.
- 31.4. Should any other Rule be contravened the trustees may:
- a) Impose a fine in terms of Rule 33
 - b) Obtain an interdict
 - c) Impose more than one of the options mentioned

32. IMPOSITION OF PENALTIES

- 32.1. If the conduct of an owner, lessees or an occupant of a section or his or her visitors constitutes a nuisance in the opinion of the trustees, or if an owner, lessee or occupant or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and where applicable, the lessee or occupant with a written notice which may in the discretion of the trustees be delivered by email, 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 owner must be warned that if he or she or where applicable his or her lessee or occupant persist in such conduct or contravention, a fine will be imposed on the owner of the section.
- 32.2. If the owner or where applicable, the lessee occupant nevertheless persists in the 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 penalty.
- 32.3. A written notice by which the owner and where applicable, the lessee or occupant, is informed of the purpose of the meeting and invited to attend, must be sent to the owner and where applicable, the lessee or occupant at least 7 (seven) days before the meeting is held. At the meeting the owner and where applicable, the lessee or occupant must be given the opportunity to present his or her or their case, but except in so far as may be permitted by the chairperson, he or she or they may not participate in the affairs of or voting at the meeting.
- 32.4. After the owner and where applicable the lessee or occupant has been given the opportunity to present his or her or their case, the trustees may by way of trustees resolution of 75% of the trustees present at the meeting, with a minimum of two trustees being present, impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.
- 32.5. Any penalty imposed in terms of, may if it is not paid within 14 (fourteen) days after the owner has been notified of the imposition of the fine, be debited to the levy account of the owner and be claimed by the trustees as part of the monthly levies payable by the owner.
- 32.6. The body corporate may, at a general meeting, from time to time, determine the amount of the initial and subsequent penalties.
- 32.7. After non-compliance and continuous disregard for the Rules of Vistaria, the following penalties will be levied against the owners account.

1.	ILLEGAL PARKING (<i>Includes parking on the grass</i>)	R 500 per incident
2.	CONTRAVENING OF RULES	R 500 per incident
3.	CONTRAVENING THE CURFEW TIMES OF PARTIES	R 500 – first incident R1,000 – subsequent incidents
4.	ILLEGAL USE OF THE FIRE EXTINGUISHER/HOSE	R1000 per incident

NOTES:

- a) A warning letter will be sent prior to a fine being levied on a unit owner/resident.
- b) Should a tenant contravene the rules, the fine will be levied on the owners levy account. The owner will be notified accordingly.
- c) The amount of the fines can be adjusted from time to time by the Trustees of the Body Corporate, should they deem it necessary.

33. DISPUTES OF PENALTIES

In the event of any dispute to the interpretation of these Rules the enforcement hereof or any breach hereof the decision of the majority of the Trustees shall be final and binding on all parties concerned in such dispute. Should the owner wish, an Arbitrator may be appointed in an effort to try to resolve the situation.

Should the Arbitrator be unable to resolve the issue, the Body Corporate or the Trustees may instruct a firm of Attorneys to proceed, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an attorney and client scale incurred by the Body Corporate as a result thereof.

34. REFERRAL OF DISPUTES TO OMBUDSMAN

Disputes may be referred by either the Body Corporate, the trustees and/or the owner or resident, at such persons discretion, as set out in section 36 and 37 of The Community Scheme Ombud Service Act 9 of 2011. .

35. CHANGING OF RULES

The Body Corporate may, subject to any restriction imposed or direction given at a general meeting, amend, add to, or repeal any Rules from time to time for the control, use, safety and cleanliness of the units and common property which addition, amendment, or repeal such be set out in the first annual general meeting of the body corporate pursuant to such addition, amendment or repeal.

36. RELIGIOUS/CULTURAL PRACTICES ON COMMON PROPERTY

Religious or cultural practices are prohibited from being held on common property unless by prior written approval by the Body Corporate and Trustees, who must ensure that it does not clash with any other religious belief of the other owner, residents or tenants of the complex.

A notice of intent will be sent out to owners, resident and tenants, which gives fourteen (14) days prior notice to activity, this gives the owners, resident and tenants seven (7) days to provide an objection in writing.

All Religious or Cultural practices on the common property are subject to the by-laws, and provision for the Health and Safety Regulations, local Municipal by-laws and Meat Safety Act.

NEW OWNER / TENANT REGISTRATION FORM

This form to be completed by any new owners and tenants, and submitted to the managing agents.

Unit nr: Date:

Person completing this form (circle one): **OWNER** or **TENANT**

Is this a (circle one): **NEW** or **UPDATE** registration form?

Number of permanent people to occupy/rent unit: (ADULTS) (CHILDREN)

RESIDENT 1

RESIDENT 2

First	Name:	First	Name:
Last	Name:	Last	Name:
Cellphone	nr:	Cellphone	nr:
Work	nr:	Work	nr:
Home	nr:	Home	nr:
Email	Address:	Email	Address:

Do you reside at the complex? YES NO

If no, kindly provide your Residential Address/Postal Address:

.....
.....

Emergency Contact Person (not living with you):

Name/Surname:

Contact nr:

Relation:

ACCEPTANCE OF RULES

I hereby certify that I am in possession of a copy of the Conduct Rules of Vistaria. I also certify that I understand the Conduct Rules and will abide by these rules accordingly hereby acknowledging and agreeing that I am bound by the content of the Rules..

Owner/Resident/Tenant:

Full Names:

Date:

By signing this form I hereby acknowledge that the information I provide in this form is correct as of the date submitted.

PET RESIDENCY REGISTRATION / APPLICATION FORM

(Complete 1 form per pet)

Application Date:											
APPLICANT INFORMATION											
Unit Number:											
Name of applicant / Owner of pet:											
Contact Details:					(H):						
					(W):						
					(Mobile):						
					(e-mail):						
Owner, tenant or flatmate?											
If tenant / flatmate, has Landlord's / Unit Owner's permission been obtained? <i>(please tick relevant advice)</i>											
YES <i>(if Yes, copy of permission to be attached)</i>					NO		Not applicable				
PET INFORMATION											
Type of Pet for which approval is required: <i>(i.e. dog, cat, etc)</i>											
Name:											
Age of Pet:		Sex:		M		F					
Breed and Profile:											
Height at full size (cm):			Weight at full size (kg):								
Has the pet been neutered / spayed?					Yes		No				
Pet identification markers / Microchip Number:											
Last Vaccination date?											
Veterinary contact details:											
DOCUMENTS TO BE SUBMITTED WITH APPLICATION FORM											
Microchip Certificate issued i.e. Backhome, Vibrac, etc.					Yes		No				
Copy of pets Vaccination History					Yes		No				
Colour Photograph of pet for identification purposes.					Yes		No				
NOTE:					This is an application only. Permission is not granted until such time that you have received written consent from the Trustees.						

FOR TRUSTEE USE ONLY														
Application Approved?					Yes		No							
Notes:														
Signed:					CHAIRPERSON					TRUSTEE				
Date:														

PET REGISTRATION TERMS & CONDITIONS

Unit nr:

Initial:

APPLICANT AGREEMENT

The pet register applicant agrees to be bound by the following terms and conditions:

1. The pet that can be is kept on a leash, carried or in a suitable transporting device at all times whilst in public, community and common areas (i.e. when outside your unit and within the entire Vistaria scheme complex). At no time is a pet to be released from its leash or let roam freely whilst within the common areas including lawns and gardens, corridors and lift lobbies. Take note that this does not apply to cats or other similar pets which cannot be safely leashed or kept from freely roaming the complex; it is the sole responsibility of each unit owner, tenant/flatmate to ensure that any trespassing pet(s) is removed or deterred in a humane and animal friendly manner from the unit it is trespassing in. If a nuisance is suspected by the owner, tenant etc. kindly lodge a complaint with proof regarding incident so that the relevant unit owner can be notified of this issue and addressed i.r.o of this offence, possible mediation between these unit owners and a panel of trustees could source ideas on a way forward to deal with such situations that arise. Each case should be investigated individually, on its own merits, as each case presents itself.
2. The pet does not harm or threaten any member of the community, person or other animal.
3. The pet does not cause nuisance through unreasonable or excessive noise or otherwise.
4. Pet waste including animal excreta is picked up and disposed of properly both inside and outside the unit including when in public, community & common areas. Pet waste and excreta and related materials (e.g. kitty litter) are not to be disposed of via the sewerage or water systems of the Vistaria Scheme.
5. The applicant unconditionally accepts full liability for any blockage and / or damage resulting from the disposal of animal litter into the communal sewer or waste pipes system.
6. Pets are entered into the buildings through the car park floors and not through the main lobby of buildings.
7. Pet recreation within the Vistaria scheme complex will be restricted to reasonable times of the day (not early morning or late evening) so as to not otherwise disturb Vistaria residents. Pet owners/carers are encourage to use local parks for pet recreation as this will in many cases be more suitable for your pet and reduce the risk of disturbance.
8. No pets are allowed in the pool or private use area of other residents without prior written permission from the trustees, this includes visitors.
9. The pet residency application will be reviewed and may be revoked in the event that any complaint is made in respect of the pet. This includes negligence where the pet has had babies and the babies were abandoned by the owner of said pet inhumanely.
10. Registration only applies for the pet nominated in the registration letter and does not apply to additional pets which will each need to be subjected to separate applications.
11. Pet owners agree to indemnify the Vistaria Body Corporate for any damage caused to the common property of the Body Corporate. Such indemnity covers damage caused by the pet directly or indirectly or by the owner/carer directly or indirectly in relation to the care and maintenance of the pet (including the disposal of pet waste and related material).
12. The pet is not to be just replaced by a new pet in the event of its death, a new application must be submitted to the trustees for the new pet.
13. Pet owners will advise the Vistaria Body corporate Trustees and Managing agent in writing when the pet no longer resides at the address stated in the application for addition to pet register of Vistaria, such that pet can be removed from the pet register as it is no longer applicable.
14. Care taking of pets by caretakers in absence of owner per arrangement. Pets are not allowed to be unsupervised in a unit inside or out without a proper caretaker arrangement, for longer than 2 days; the unit owner is required to submit a form with contact details to the Trustee and Managing agent with the caretakers details in case of emergency. None adherence to this could result in the pet having to be rescued, all cost incurred through these rescuing operations i.e. removal or opening of burglar bars, doors, etc. of Unit to access pet, veterinary fees, kennel fees etc., will be for the owners account. Reasonable attempt to contact the owner, tenant, or designated caretaker, before rescue will be attempted by the trustees. If no response is received after the 3rd attempt at contact, the pet rescue efforts will commence. The word 'Rescue' means that a pet or group of registered / unregistered pet(s) are observed by a Trustee(s) to be in distress or seen in

neglectful or harmful circumstances and as such the trustee(s) is required to act in the best interest of the pet(s) to ensure its survival or humane care.

15. It will not be a requirement to have any of the pet(s) registered with Body Corporate neutered, but if it is observed by owners or trustees that any breeding activity is taking place for private or commercial sale of said offspring by the owner of the registered pet(s), the registration will be revoked the pets removed from the PET RESIDENCE REGISTER and the owner notified of possible Ban period placed on owner but not the unit. Future Sale of Unit negates any such previous ban. The animals will be removed to SPCA or Animal shelter, any fees incurred in removal of said pets will be for the unit owner's account.
16. All new-born baby pet(s) begotten from current registered pet(s) are also to be registered with Vistaria PET RESIDENCY REGISTER after two months from birth date, since it will be assumed that the owner, tenant has decided to keep the pet(s). Take note that health and safety of all pet(s) requires that each new pet(s) is to be inoculated by a registered veterinarian, per each pet(s) types inoculation time frames, and a record of this given to the Trustee(s) and Managing Agent within two weeks after each inoculation has taken place.
17. Each pet is to have a unique identifying microchip inserted beneath their skin (where physically possible due to breed or type of pet), within two (2) months from time of successful pet registration, if they do not already have one. If it is against the owner, tenant/ roommate religious, psychological or intercultural beliefs, or a request for medical postponement due to pet(s) health etc. it is still the responsibility of said owner, tenant/ roommate to submit a request in writing to the Tenants and Managing agent of the Body corporate regarding possible acceptable identification alternatives. Take note that final decision on alternative method used will be made by the Trustees, and only allocated on an individual basis after relevant proof or motivation had been thoroughly reviewed. If the trustees decide on a method which is not acceptable to the owner, then the owner will not be allowed to house any pet(s) in his unit unless said microchip or alternative method of identification is used. Proof of Microchip i.e. Microchip Certificate is to be sent to Managing agent and / or Trustees when AGM notice is issued to owners. If pet is registered after AGM, the certificate copy will be sent one (1) month before next AGM is held. This will only be necessary once off, per pet, within the year they are registered with Body Corporate.
18. Yearly inoculations are a requirement of keeping the pet(s). Ensure that proof of each pet(s) yearly inoculations are submitted to body corporate trustees and/or Managing Agent one month before AGM is held. Note that Trustee or Managing Agent may from time to time contact your veterinarian to request pet(s) history as part of health and safety review on PET RESIDENCY REGISTER. Ensure that your Vet knows about this and will comply with said if request is made of Veterinarian, from Body corporate trustee or Managing agent i.r.o. Pet(s) medical history. The managing agent will do a yearly audit on compliance i.r.o this issue just before AGM.
19. A report is to be presented to Owners i.r.o. inoculation, Microchipping of Pet(s) where possible, health and safety compliance of Body Corporate owners, at each AGM, by the managing agent.
20. Any other terms and conditions that the Body Corporate may impose from time to time.
21. Options to appeal penalties etc. will be dealt with per the Body Corporate Conduct rules.

I (being the applicant/pet owner) have read and agree to the conditions stated above.	
Applicants Signature:	
Date:	
OWNER'S CONSENT	
I/We (name in BLOCK letters)	, being the Owner / Agent of unit (number)
, hereby agree to permit the above mentioned pet(s) to be kept in the unit under the conditions set forth above.	
Signed:	
Date:	

