



Body Corporate

RULES & REGULATIONS

## **ANNEXURE 2 CONDUCT RULES**

Prescribed in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

### **1. ANIMALS, REPTILES AND BIRDS**

- 1.1 No pets may be kept without written consent. An application form where applicable must be completed. The Application should contain the name, breed, description and one colour photograph of the pet.
- 1.2 An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on common property.
- 1.3 When granting such approval, the trustees may prescribe any reasonable condition.
- 1.4 It is specifically recorded that, subject to the written approval of the Trustees, one small breed dog per unit may be kept in the complex.
- 1.5 All animals kept in the complex must have name tags containing the name, telephone number and unit number of their owners. The owners of the animals shall immediately remove all excrement or other mess left by their pets anywhere in the Complex.
- 1.6 All dogs must be neutered/spayed and vaccinated against rabies and all other prevalent diseases and the owner of the pet shall produce all relevant documentation when applying for permission of the Trustees.
- 1.7 The trustees may withdraw such approval:
  - 1.7.1 in the event of any breach of any condition prescribed in terms of sub rule 1.2; and/or
  - 1.7.2 if, in their opinion, in the case of a dog, such dog causes a nuisance (barking or other disturbing conduct) to other residents/gardeners, or garden service companies.
- 1.8 Accommodation for pets should be sited out of public view.
- 1.9 No pets may walk around the common property unleashed.

### **2. REFUSE DISPOSAL**

An owner or occupier of a section shall:

- 2.1 maintain in a hygienic and dry condition, a receptacle, lined with a black bag, for refuse within his section, or on such part of the common property as may be authorised by the trustees in writing;
- 2.2 ensure that before refuse is placed in such receptacle it is securely wrapped (for example, broken glass must be wrapped in a double layer of newspaper in terms of the regulations of the local authority) and in the case of tins, bottles or other containers, completely drained;
- 2.3 for the purpose of having the refuse collected, place such black bag within the wheelie bins or other area as instructed by the trustees from time to time;

- 2.4 not place black refuse bags or other rubbish from an individual unit anywhere except into a black bag and then into the wheelie bin provided or into the refuse as instructed.
- 2.5 ensure that any item which cannot be placed in a black refuse bag is removed from the complex in his vehicle;
- 2.6 participate in any recycling project introduced by the Trustees;
- 2.7 no liquids to be disposed in the provided bins.

Disregard for any of the above points is subject to a fine.

### **3. PARKING AND VEHICLES**

- 3.1 No owner or occupier shall park or stand any vehicle upon the common property or adjacent area, or permit or allow any vehicle to be parked or stand upon the common property or adjacent area, and no vehicle shall be parked anywhere on the property in such a manner as to obstruct any other Owner or occupier's or visitor's ingress to and exit from his carport, parking bay or garage. Any illegal parking is subject to a fine for the 1<sup>st</sup> transgression and double such fine for any further transgressions, in the amount of R500.00 (Five Hundred Rand).
- 3.2 No parking is allowed by any resident anywhere other than in the exclusive use carport allocated to the resident's unit or in the resident's garage/s. Any illegal parking is subject to a fine for the 1<sup>st</sup> transgression and double for any further transgressions, in the amount of R500.00 (Five Hundred Rand).
- 3.3 No occupant may park their vehicle in a visitors parking without written consent of the trustees. Visitors' parking's, demarcated by signage, are for the use of visitors only and no exceptions will be made. Any illegal parking is subject to a fine, to be determined by the Body Corporate, for the 1<sup>st</sup> transgression and double for any further transgressions.
- 3.4 The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any other vehicle, parked, standing or abandoned on the common property without the trustees' consent. Illegal parking will be subject to a fine being imposed, as determined by the Trustees, from time to time.
- 3.5 Owners and occupiers of sections shall ensure that their vehicles do not leak oil or brake fluid in the parking bays allocated to the respective Units for their parking. The owners and occupiers of Units shall be responsible for payment of cleaning of any oil or brake fluid leaks from their vehicles as well as those of their visitors and guests, which in any other way deface the common property.
- 3.6 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property or adjacent area, an exclusive use area or in a section. Only roadworthy vehicles shall be permitted to be parked in these areas.
- 3.7 It is specifically noted that, as some residents' carports are positioned in front of the main entrance to units, any residents parking here do so with consideration of the main entrance owners i.e. no loud music, hooting, slamming of doors and general noise, especially late at night, shall be tolerated and no oil leaking vehicles may park here at all. There will be no tandem parking in or behind carports, bays or garages.
- 3.8 There will be no parking in front of garage doors. No motorcycles may be parked in any pathway which may obstruct pedestrians.
- 3.9 Vehicles may not travel at speeds in excess of 20 kilometres per hour on any portion of the common property.

- 3.10 The entrance to the complex is on the left-hand side (as you enter) and the exit is on the right-hand side and these gates shall be used accordingly. Incorrect use shall be subject to a fine.
- 3.11 For security reasons, no tailgating is permitted. Kindly ensure the gate closes behind you before the next vehicle enters or before you leave the complex. Tailgating is subject to a fine, and any damage caused will be for the account of the culprit.
- 3.12 Should you park illegally, you are breaking the Rules and, in the case of a Lease Agreement, your Lease Agreement may be terminated and you will be subject to a fine.

#### **4. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

- 4.1 An owner or occupier 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.
- 4.2 Notwithstanding 4.1 an owner or person authorised by him may install:
  - 4.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
  - 4.2.2 any screen or other device to prevent the entry of animals or insects;

Provided that the trustees have first approved in writing the nature, design and aesthetic compatibility of the device and the manner of its installation. Only Trellidor and charcoal in colour will be allowed.
- 4.3 Should any damage of whatsoever nature be caused to the common property by a resident and/or any member of his family, and/or any of his visitors, and/or any of his employees, their children or visitors and/or pets of such resident, or should such persons cause the Body Corporate to suffer any loss or incur any expense, such resident shall be liable to repair such damage forthwith to the satisfaction of the Trustees. If the resident is not the owner and the resident fails to repair the damage as abovementioned, then the Body Corporate will claim the amount to repair the common property from the owner. The owner will be given 30 (thirty) days to repair the damage. Should the owner fail to so repair within the time period, the Body Corporate shall be entitled to affect the repairs and claim payment thereof from the owner.
- 4.4 Nobody unless duly authorised by the Trustees, may work on equipment on the common property. Residents may not tamper with any equipment or structures on the common property.

#### **5. DAMAGE CAUSED BY BREAK-IN**

It is recorded that, in the event of a break-in to the unit, the occupant will be responsible for the cost of repairing any damage done to the unit up to the amount of the excess payable under the Body Corporate's insurance cover on the unit.

#### **6. APPEARANCE FROM OUTSIDE**

- 6.1 The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including patios, gardens and balconies

which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

6.2 The owner or occupier of a section may use such section for residential purposes only and shall not be allowed to:

- 6.2.1 let more than 2 (TWO) persons per bedroom to occupy the section;
- 6.2.2 enclose an under roof parking;
- 6.2.3 build on any common property or exclusive use area;
- 6.2.4 paint the exterior of a section or any common property/exclusive use areas;
- 6.2.5 "affix" any screenings/awnings/signs/ TV aerials/satellite dishes or other antennae to the exterior of the sections without written consent of the Trustees;
- 6.2.6 erect any form of patio covering/roof/pergola/lapa/awning/sun protection without the written consent of the Trustees;
- 6.2.7 use the lounge of the unit as sleeping quarters;
- 6.2.8 Replace sandblasted or obscure window glazing with any other window type;
- 6.2.9 Convert any garage/s for the use of anything but vehicle storage;
- 6.2.10 Use a garage for any other purpose i.e. office, workshop, living room or bedroom;
- 6.2.11 Display curtains or blinds which are not fitted to the inside of the windows of the Units. They should be hung properly on curtain rails or fitted within the window frame. Curtains may not be folded over rails, torn or hung in any manner which detracts from the harmonious and upmarket appearance of the Complex. Covering of windows does not include sheets, towels, duvets, mattresses, cardboard boxes, paper or any other item which is not a curtain or blind.

## **7. BUSINESS ACTIVITIES, SIGNS AND NOTICES**

- 7.1 No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or on a section, so as to be visible from outside the section, without the written consent of the trustees first being had and obtained.
- 7.2 No business profession or trade may be conducted in any unit or on the common property, unless pre-approved by the Trustees.
- 7.3 No auctions or jumble sales may be held anywhere on the premises.

## **8. LITTERING**

An owner or occupier of a section shall not deposit, throw, or permit or allow be depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

**9. LAUNDRY**

- 9.1 During phase 2 of the development, the body corporate will be providing coin operating machines/equipment for the use by Residents in the scheme situated in a designated area available for use by all the units in the scheme.
- 9.2 Residents and/or their domestic staff shall:
- 9.2.1 Exercise care when using the equipment in the Laundromat so as to prevent costly repairs resulting from abuse such as over-loading and attempting to activate the machines with anything other than coins;
- 9.2.2 Use the coin-operated machines when in the Laundromat at their own risk. The Body Corporate shall not be responsible for any loss sustained through the use of these machines.
- 9.3 The maintenance, repair and replacement, will be attended to by the body corporate in terms of the scheme and shall be expressed in a percentage as set out in section 32(1) of the Sectional Titles Act 95 of 1986 of the participation quotas of each of the respective units in the scheme.
- 9.4 An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property or on Unit balconies.

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

- 10.1 An owner or occupier shall not store any material, 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 body corporate on any insurance policy. The owner or occupant shall ensure that he/she regularly checks that the gas attachments are not leaking.
- 10.2 An owner or occupant shall not repair, alter or interfere with the electrical supply on the common property. Electrical faults must be reported to the Body Corporate.
- 10.3 Electrical and gas appliances shall be maintained in good order by the owner and occupants when necessary repaired by a registered technician who is accredited by the Body Corporate.
- 10.4 Owners and occupants shall take due care to avoid creating a fire hazard e.g. overload of power of points. Should a fire occur due to a resident's negligence the owner of the Unit will be held liable for applicable excesses on insurance claims.
- 10.5 Gas bottles shall not exceed 9kg in size and shall be stored in a safe, ventilated area and maintained by a professional service provider.
- 10.6 Any fire fighting equipment kept on the common property may only be used for their intended purpose of fire control.
- 10.7 No firearms, pellet guns, paint ball guns, catapults or bows and arrows may be discharged on or over the common property.
- 10.8 No fireworks of any kind are allowed to be set off within the boundaries of the property on which the complex is situated.
- 10.9 No stones or other solid objects may be thrown on the common property.

**11. LETTING OF SECTIONS**

- 11.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The owners of units shall be obliged to hand a copy of these Rules to their tenants, which must be attached to all Lease Agreements and signed by the tenants.
- 11.2 No letting of units shall in any way release the owners from any of their obligations to the Body Corporate in terms of the Management and Conduct Rules and the Act.
- 11.3 No sub-letting of Units shall be permitted.
- 11.4 Units for letting shall be viewed by appointment only and the necessary access shall be arranged through the owner.

**12. ERADICATION OF PESTS**

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

**13. GARDENS AND GARDEN SERVICE**

- 13.1 Communal Garden, park and plants on the common property are for the enjoyment of all residents and no wilful damage will be allowed. Removal of plants is strictly prohibited.
- 13.2 An owner, lessee or occupier may not plant, remove or damage any shrub, tree or plant on the common property without the prior written approval of the trustees who may impose conditions.
- 13.3 An owner shall be responsible for any damage caused to any section, exclusive use area, or any part of the common property caused by the roots, limbs, or any part of, a tree, shrub or plant, planted on his or her exclusive use area.
- 13.4 The trustees may remove, or cause to be removed, any tree, plant or shrub that is considered to be a nuisance, aesthetically displeasing or that causes damage to any section, exclusive use area or any part of the common property or otherwise interferes in any way with the powers and functions performed by the trustees on behalf of the body corporate.
- 13.5 An owner or occupier of a section shall not cause garden tools or any other equipment to be kept in any place where they will be visible from any other section or any portion of the common property.
- 13.6 The maintenance, repair and replacement, will be attended to by the body corporate in terms of the scheme and shall be expressed in a percentage as set out in section 32(1) of the Sectional Titles Act 95 of 1986 of the participation quotas of each of the respective units in the scheme.
- 13.7 No gym equipment may be stored used in the gardens.

- 13.8 Gardens will be maintained on a weekly basis and access will be allowed for the approved garden service provider to perform the necessary maintenance accordingly.

**14. MISCELLANEOUS**

- 14.1 Bicycles, motor cycles, tricycles, roller-skates, skateboards etc. may not be left on the common property, other than a motorbike which may be parked under a designated exclusive use carport.
- 14.2 No business activity or hobby which could cause aggravation or nuisance to fellow residents may be conducted, including auctions and jumble sales.
- 14.3 The use of private compressors, air compressors or generators are strictly prohibited. The scheme has provided an industrial generator for the use of the Emergency Services.
- 14.4 The noise levels coming from a unit must end at no later than 22:00 (10pm) and must not cause a nuisance to other residents.
- 14.5 Whilst the Scheme is residential in nature, with specific requirements and attributes and subject to specific rules and provisions, and Owners or Occupiers are prohibited from using their Sections or Exclusive Use Areas in a manner or for such purpose as shall cause a nuisance to any resident or occupier of a Section, the Body Corporate recognizes the need of its members to have assistance from competent and informed Agents.
- 14.6 No owner or occupier may effect the installation of radio- or television antennae or satellite dishes but must utilise the central reception network or communal television aerial(s) and satellite dishes, which shall be maintained by the Body Corporate.
- 14.7 Further to sub-rule 14.6, should the owner wish to connect a certain network provider i.e. DSTV, the cost will be for the owner thereof.
- 14.8 No kirsch rails shall be adjusted in height or length without consent of the owner (tenants only).
- 14.9 No advertisements or publicity material may be exhibited or distributed without the consent of the Board of Directors.
- 14.10 No caravans, trailers, boats, wendy houses, tool sheds, equipment and spare vehicle parts are allowed on the common property without written consent of the Trustees.
- 14.11 No firearms, pellet guns, catapults or bow and arrows may be discharged on or over the common property or the "adjacent area".
- 14.12 No stones or other solid objects may be thrown on the common property or the "adjacent area".
- 14.13 No occupant or owner shall attempt to reset any remote-control units or tamper with the control boards of the gate motors, electric fence control box, siren or pedestrian gate, without the direct consent of the Trustees.
- 14.14 All common property electrical consumption will be allocated and charged to the occupants/owners of the units and the charge will be reflected as such on the monthly statements rendered to occupants / owners.
- 14.15 The use of all common property shall be entirely at own risk and neither the Body Corporate or its employees nor the Trustees accept any responsibility of whatsoever



nature in respect of any harm, loss and/or damage sustained by any person in the course of, incidental to or in connection with using the facilities.

- 14.16 No camping shall be allowed on the common property.
- 14.17 Furniture removal will only be allowed during normal business hours from 08:00 to 17:00 Monday to Friday and 08:00 to 16:00 on a Saturday. No furniture removal will be permitted on Sunday or public holidays. The Managing Agent's office must be informed a minimum of 72 hours before any moving in or out of the Complex takes place.
- 14.18 Air-conditioning devices may not be fitted to the external walls or windows of Units.

## **15. SECURITY, SAFETY AND RISK**

- 15.1 The premises will be under 24-hour security surveillance.
- 15.2 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:
  - 15.2.1 ensure that upon entering or leaving the premises all security doors and gates are properly closed;
  - 15.2.2 ensure that such doors and gates are never opened for unknown or uninvited persons;
  - 15.2.3 comply with any further security measures or Directives implemented by the trustees;
  - 15.2.4 ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the trustees.
- 15.3 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 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.
- 15.4 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.

## **16. COMMON AREA**

- 16.1 Any recreational equipment which is misplaced, damaged or broken by a resident or his visitors shall be replaced at the cost of the resident.
- 16.2 Any resident or his visitor who causes a disturbance, loud noise, or is caught using foul language or misbehaving at the common areas, shall be banned from using such facilities.

## **17. ADJACENT AREA**

- 17.1 It must be noted that all residents shall ensure that their children or visitors (in the case of a booked function) shall treat all the facilities with care. All animals on the property

shall be treated with care and may not be chased or have any items thrown at them and no person shall attempt to catch any of the animals.

17.2 Residents function area / boardroom:

17.2.1 For use strictly by residents only.

17.2.2 The function area may be booked by a resident for a special function on only one night over a weekend (Friday/Saturday/Sunday) or one night during the week (Monday – Thursday);

Hours:

7:00am – 9:30pm (Monday – Thursdays)

7:00am – 10:00pm (Fridays and Saturdays)

7:00am – 7:30pm (Sundays)

17.3 For a booked function, consent may be requested to extend the time to midnight (Fridays and Saturdays only).

**18. FINES**

18.1 The fines charged in terms of these rules shall be determined at the Annual General Meeting from time to time.

18.2 The Trustees reserve the right to impose fines, at their discretion from time to time on any occupant should they and/or visitor/s breach any of the rules and day to day management and operational procedures which will not exceed R1 000,00 or any other amount imposed from time to time by the Trustees, per breach.

18.3 The Fines will appear on the owner's levy accounts and the owner will be responsible to recover the fine amount from their tenant and/or tenant's visitor.

**19. LEVIES**

19.1 Provision has been made in terms of section 11(2)(a) of the Sectional Titles Schemes Management Act 201 for payment of levies.

19.2 Payment in full of the Body Corporate levy account must be received by the Managing Agent by the 1<sup>st</sup> day of each month and every month.

19.3 Interest will be payable on late payments at a rate determined by the Trustees from time to time.

19.4 The consumption of utilities by individual units shall be measured monthly and owners/residents shall be liable for payment upon receipt of the Invoice.

19.5 Owners failing to pay their Body Corporate account timeously may at the discretion of the Trustees be handed over to the Body Corporate Attorneys, the cost of which will be borne by the owner concerned as per the Sectional Titles Act.

**20. EXCLUSIVE USE AREA'S IN TERMS OF SECTION 10(7) OF THE SECTIONAL TITLES SCHEMES MANAGEMENT ACT 2011.**

The developer has conferred rights of exclusive use and enjoyment of part of the common property in accordance with the schedule hereto and as indicated on the Site Development Plan.

## **21. BEHAVIOR OF OCCUPIERS AND VISITORS IN SECTIONS AND ON COMMON PROPERTY**

- 21.1 The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 21.2 The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
- 21.3 The owner or occupier of a section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 21.4 The owner or occupier of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

## **22. BALCONIES AND PATIOS**

- 22.1 Balconies and Patios are to be kept neat and tidy at all times. No items, including pergolas and/or umbrellas, visible from the common property or other sections are allowed to be stored on the balcony or patio.
- 22.2 Kick boxing bags, hammocks, gym equipment or any other items, may not be hung or placed on balconies or patios.
- 22.3 Plants may be placed on patios, but the removal thereof may be requested by the Trustees at their entire discretion, should the plant choice or number of plants be unsuitable for the Complex.
- 22.4 Patios and balconies are to be used for patio furniture and outdoor living only.
- 22.5 No braaiing shall be permitted on any balconies other than in the built in braai. Braaiing shall be permitted in the braai areas only.

## **23. BUILDING OPERATIONS**

All refuse, building rubble and debris resulting from internal alterations or improvements shall be removed by the occupant concerned within 24 hours. If same is not removed, the Trustees may cause it to be removed at the cost of the owner/occupant.

## **24. ERADICATION OF PESTS**

Owners shall keep their sections free of white ants, cockroaches, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agents and their duly authorised agents or employees to enter onto their sections from time to time, with permission, for the purpose of inspecting the sections and taking any action deemed necessary by the Trustees. Replacement of any woodwork or other materials forming part of such section/s which may be damaged by any such pests shall be borne by the owner of the section/s concerned. The Body Corporate shall be entitled fumigate every Unit and its adjacent common property areas at regular intervals should the Trustees believe it is necessary. The charges will be placed on the Unit owner's account.

## **25. SERVICE PROVIDERS**

- 25.1 In order to reach agreement for the best possible prices, the Developers shall be entitled to enter into Agreements with all Service Providers for the Complex as well as Attorneys and Accountants to act on behalf of the Developers and/or Body Corporate,

for an initial period of three years with an option to renew for a further year, provided that during the initial three year period, service received from the relevant Company are of the high standard.

- 25.2 The number of Estate Agency who will be permitted to enter into the Development for rentals and/or resale of the Units shall be limited to 4 (four), such Agencies to be first registered with the Developer/Body Corporate.

## **26. DISPUTE RESOLUTION**

- 26.1 Any dispute between the Body Corporate and an Owner, or between owners arising out of or in connection with or related to the Sectional Titles Act (Act 95 of 1986), The Sectional Schemes Management Act (Act 8 of 2011), The Community Schemes Ombud Service Act (Act 9 of 2011) or the Conduct Rules, shall be determined in terms of these Rules. If an interdict or urgent relief is sought, the complainant has the option to approach the Court having jurisdiction.
- 26.2 Liability for payment by owners of all levies becomes effective from the date of passing of a resolution by the Trustees. Payment of outstanding levies can be enforced by the Body Corporate via the Ombud. An Order of the Ombud can be made an Order of Court.
- 26.3 If a dispute or complaint arises, the aggrieved party shall notify the other affected party or parties in writing and copies of the notification shall be served on the Trustees and Managing Agent.
- 26.4 It shall be compulsory for the parties to appoint a Mediator in an attempt to resolve the matter amicably before the matter is referred to Arbitration. The complainant shall appoint a Mediator by applying to the relevant Mediation forum or its nominee, which details shall be supplied by the Managing Agent's office. The parties are permitted three weeks from the date within which the dispute notice is served on the Respondent to mediate the matter.
- 26.5 Should the parties attempt at mediation be unsuccessful, then the parties may, having regard to the nature and complexity of the dispute or complaint, appoint an Arbitrator who shall be independent and suitably experienced and qualified.
- 26.6 If the parties cannot agree as to the Arbitrator to be appointed within three days after the arbitration has been demanded, the Association of Arbitrators or its nominee shall upon written application, appoint an Arbitrator from an accredited Sectional Title panel of arbitrators.
- 26.7 Arbitration shall be held informally or otherwise as the Arbitrator may determine. The Arbitrator shall have the right to demand that the Complainant furnish the Arbitrator with security for payment of the costs of arbitration in such amount and form as the Arbitrator may determine, failing which the arbitration shall be concluded within 21 days after the matter has been referred to arbitration or security for costs has been furnished.
- 26.8 The Arbitrator shall make his or her award within 7 days from the date of the completion of the arbitration, and shall, in making the award, have regard to the principles laid down in terms of these rules. The Arbitrator may determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he may determine, and as he, in his discretion, may deem appropriate having regard to the outcome of the arbitration.
- 26.9 The decision of the Arbitrator shall be final and binding and may be made an order of the High Court upon application of any party to or affected by the arbitration.

## PET APPLICATION FORM – BERULA BODY CORPORATE

<b>NAME OF APPLICANT</b>		<b>OWNER/OCCUPANT</b> [Specify]	
<b>APPLICATION FOR PET 1</b>	DOG / CAT	<b>APPLICATION FOR PET 2</b>	DOG / CAT
<b>UNIT NO.</b>		<b>NUMBER OF PETS APPLYING FOR</b>	
<b>CELL NO.</b>		<b>WORK NO.</b>	
<b>HOME NO.</b>		<b>E-MAIL</b>	

### PET INFORMATION - COMPLETE IN FULL IN BLOCK LETTERS

PET 1. NAME _____ Breed type: Colour: Approximate size at adulthood:	PET 1  Age of pet: Inoculations/Vaccinations: Current YES/NO Sterilization/neutering: Complete YES/NO
PET 2. NAME _____ Breed type: Colour: Approximate size at adulthood:	PET 2  Age of pet: Inoculations/Vaccinations: Current YES/NO Sterilization/neutering: Complete YES/NO

### DOCUMENTS MUST BE ATACHED

- 1. PHOTOGRAPH OF PET**
- 2. PROOF OF INNOCULATIONS/VACCINATIONS**
- 3. PROOF OF STERILIZATION/NEUTERING**

Additional Notes

I hereby agree to adhere to all rules applicable to keeping of a pet.

I will ensure that proof of inoculations/sterilizations will be done annually and proof will be provided to the Body Corporate.

I understand that the trustees have the right to revoke permission in the event that I do not ensure compliance with the rules.

APPLICANT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

<b>APPROVED BY:</b>	TRUSTEE 1 SIGNATURE	Date:	
<b>APPROVED BY</b>	TRUSTEE 2 SIGNATURE	Date:	
<b>Last Updated By:</b>		Date/Time:	

