



B E R G E N H O F

T E R R A C E S

**“BERGENHOF TERRACES”  
CONDUCT RULES**

In terms of section 10 (2) (a) of the  
Sectional Title Schemes Management Act no. 8 of 2011.

**26 October 2022**

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# 1. APPLICABILITY

- 1) The Conduct Rules prescribed in terms of section 10(2)(b) of the STSMA (Annexure 2 of the STSMA), shall *mutatis mutandis* apply to the Sectional Title Scheme known as **BERGENHOF TERRACES** save for any amendments, additions or substitutions as more fully set out hereunder.
- 2) The Conduct Rules may, subject to the approval of the Chief Ombud,
  - (a) be substituted, added to, amended or repealed by the developer when submitting an application for the opening of a sectional title register,
  - (b) be substituted, added to, amended or repealed by special resolution of the body corporate, as prescribed
  - (c) provided that such Conduct Rules may not be irreconcilable with any prescribed Management Rule
- 3) The Conduct Rules, the provisions of the STSMA and the provisions of the Management Rules shall be binding on all owners, lessees or other occupants of sections and on the trustees and managing agent (if so contracted).
- 4) 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.
- 5) Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule (4) 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.
- 6) The trustee's decision regarding any matter with regards to these Rules, subject to the provisions of the STSMA, shall be binding.

# 2. PURPOSE

These Conduct Rules must be reasonable and apply equally to all owners of units, and aims to promote the peaceful, harmonized and pleasant community of all owners and occupants, to ensure that good standards are maintained of the appearance of the buildings, structure and gardens and to prevent any behavior that will harm the community or life-standards of the owners' or occupants' or that might have a negative influence on the value of buildings or facilities.

### 3. INTERPRETATION

At the interpretation of these Rules, unless it appears otherwise out of the context:

- 1) **"common property"** means—
  - a) the land included in the scheme;
  - b) such parts of the building or buildings as are not included in a section; and
  - c) land referred to in section 5(1)(d) of the STSMA;
- 2) **"Chief Ombud"** means the chief ombud defined in Section 1 of the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- 3) **"CSOSA"** means the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- 4) **"Exclusive use area"** means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections;
- 5) **"owner"**, in relation to a unit or a section or an undivided share in the common property forming part of such unit, means, subject to subsection (5) of STSMA, the person in whose name the unit is registered at a deeds registry in terms of the STA 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;
- 6) **"STA"** means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force there under;
- 7) **"STSMA"** means the Sectional Title Scheme Management Act, 2011 (Act 8 of 2011);
- 8) **"Trustee Board"** mean the trustees chosen in accordance with the provisions of the Management Rules.
- 9) **"Trustees"** also include an alternate trustee.
- 10) **"Unit"** means the unit that is registered in the owners' name.
- 11) The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- 12) Unless the context clearly indicates a contrary intention:
  - a) the singular shall include the plural and vice versa; and
  - b) a reference to any one gender shall include the other gender; and
  - c) a reference to natural person includes juristic person, trusts and partnerships and vice versa.
- 13) 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.
- 14) Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986, Sectional Title Scheme Management Act, 8 of 2011, the Management Rules and the Community Schemes Ombud Service Act, 9 of 2011, shall in all Conduct Rules bear in meaning that has been assigned to them, unless inconsistent with the context.

- 15) 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.
- 16) Where numbers are express in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.

## **4. 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 Rule.
- 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 Rule. The trustees are not authorized to create further Conduct Rules through their issuing of Directives.

## **5. GUIDELINES**

- 1) The trustees may from time to time prepare and revise guidelines to control all aspects of the design and appearance of the building and structures on the premises, including any alteration or additions (structures) referred to in Conduct Rule 4. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colors, and manner of installation required to ensure uniformity of construction of structures referred to in Conduct Rule 4.
- 2) The Guidelines shall, by virtue of these Conduct Rules, be binding upon all owners, lessees and occupants of sections upon the trustees.
- 3) The Guideline can contain guidelines and specifications in connection with the layout of gardens on the property.
- 4) The garden policy as compiled from time to time by the Trustees can also be included in the Guidelines

# CONDUCT RULES

SECTION 10(2)(b) OF THE SECTIONAL TITLE SCHEMES MANAGEMENT ACT 8 of 2011

## 1. KEEPING OF ANIMALS, REPTILES AND BIRDS

- (1) The owner or occupier of a section must not, without the trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a section or on the common property.
- (2) An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.
- (3) The trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a section or on the common property.
- (4) The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3).
- (5) Upon the breach of, or non-compliance with, the provisions of this Rule, the relevant owner/occupier of the section may become liable for a penalty or penalties imposed under Rule 18.

## 2. REFUSE AND WASTE DISPOSAL

- (1) The owner or occupier of a section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- (2) Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the trustees for the purpose.
- (3) The owner or occupier of a section must—
  - (a) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
  - (b) move the refuse receptacle referred to in sub-rule (2) to places designated by the trustees for collection purposes at the times designated by the trustees and promptly retrieve it from these places; and
  - (c) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.

### 3. VEHICLES

- (1) Owners and occupiers shall adhere to the speed limit and shall keep proper lookout for other Motor Vehicles and pedestrians when driving their Motor Vehicles on the Common Property. Motor Vehicles may not travel at speeds in excess of 30 kilometers per hour (as to be determined from time to time by the trustees) on any part of the Common Property.
- (2) Vehicles of residents to be parked on their designated exclusive use parking bays, and visitors may only park on such areas as are specifically demarcated for that purpose.
- (3) Vehicles of residents shall be parked in the designated exclusive use parking bays at all times so as to leave maneuvering space for access to neighboring exclusive use parking bays.
- (4) Residents are responsible to ensure that their visitors and/or guests, park in the designated visitors parking bays, and should not cause any obstruction or otherwise, to exclusive use parking bays, or to any other designated visitor parking bays.
- (5) No owner or occupier shall except in a case of emergency park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property other than a designated parking bay, without the consent of the trustees in writing.
- (6) The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the trustees' consent.
- (7) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- (8) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- (9) Owners and tenants of a section within BERGENHOF TERRACES will operate their vehicle, and the vehicles of their visitors and guests, with the utmost care within BERGENHOF TERRACES, and vehicles producing excessive noise will be prohibited from entering BERGENHOF TERRACES.
- (10) No caravans, motorboats, trailers or any other watercraft may be parked on any designated exclusive use parking bays, and/or visitors parking bays, and/or the common property without the prior written consent of the trustees.



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

- (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.
- (2) Notwithstanding sub-rule (1), owner or person authorized by him, may install-
  - a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
  - b) any screen or other device to prevent the entry of animals or insects.

provided that the trustees have first approved in writing the nature and design of the devices and the manner of its installation.

## 5. APPEARANCE OF SECTION AND EXCLUSIVE USE AREA

- (1) The owner or occupier of a section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the section or the common property.
- (2) The owner or occupier of a section must not, without the trustees' written consent—
  - (a) erect washing lines on the common property;
  - (b) hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme; or
  - (c) display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme.
  - (d)

## 6. STORAGE OF FLAMMABLE MATERIALS

- (1) Subject to sub-rule (2), the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
- (2) This rule does not apply to the storage of fuel or gas in—
  - (a) the fuel tank of a vehicle, boat, generator or engine; or
  - (b) a fuel tank or gas cylinder kept for domestic purposes.

## 7. BEHAVIOUR OF OCCUPIERS AND VISITORS IN SECTIONS AND ON COMMON PROPERTY

- (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.
- (2) The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
- (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.
- (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.
- (5) 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.
- (6) Especially after 22h00, noise levels should be reasonably reduced, whilst quietness should be maintained in sections and on the common property between the hours 24h00 and 07h00.
- (7) 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.
- (8) 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.
- (9) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in section or any part of the common property.
- (10) 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-defense and related purposes.
- (11) The use of power tools, hammering and other noise generating equipment shall not be permitted after 18h00 on weekdays, and before 10h00 and after 14h00 on Saturdays, and not at all on Sundays.
- (12) 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.

## 8. ERADICATION OF PESTS

- (1) The owner of a section must keep the section free of wood destroying insects, including white ants and borer beetles.
- (3) The owner or occupier of a section must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- (4) The body corporate must recover the costs of the inspection and replacement referred to in sub-rule (1) from the owner of the section.

## 9. 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.

## 10. BRAAIING ON TERRACES, YARDS, AND GARDENS

- (1) No wood fires are permitted on balconies, terraces, yards or gardens, and owners and occupiers are not permitted to use Weber type braais, charcoal burners or similar braai devices other than on the designated braai areas.
- (2) Only smokeless or gas braai devices may be used by owners and occupiers to braai on their balconies, terraces, yards or gardens, provided that no hazard or nuisance is caused to other owners or occupiers and that braai equipment is stored out of sight when not in use.
- (3) Each Unit is limited to 1 (ONE) 9 kg Gas Cylinder.

## 11. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

- (1) All tenants/occupiers of Sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these Rules, notwithstanding any provision to the contrary ~~contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.~~
- (2) An owner or tenant, who lets, sub-lets or otherwise grants occupation of a Section, whether gratuitously or not and irrespective of the lease period, shall comply with the following provisions and shall ensure compliance thereto by his letting agent:

- (a) A written lease agreement must be concluded with the tenant;
  - (b) Copies of the Conduct Rules and the other documents must be attached to and be incorporated into the lease agreement as a provision of the lease agreement;
  - (c) The following provisions must be incorporated into the lease agreement:
    - i. The tenant hereby acknowledges that BERGENHOF TERRACES Sectional Title Scheme is a residential scheme and that he and the occupiers of the apartment will be bound by the provisions of the Conduct Rules of BERGENHOF TERRACES Body Corporate.
    - ii. The tenant further acknowledges that the Trustees have the power to impose penalties in respect of contraventions of the Conduct Rules and that other remedies are available to the Body Corporate in terms of the Conduct Rules.
  - (d) No Owner or tenant or his letting agent may give occupation of the Section to any person until all the provisions of sub-rules (a) to (d) above have been complied with.
  - (e) A copy of the lease agreement must be submitted to the Trustees or the managing agent upon their request.
- (3) Owners shall ensure that their Agents comply with the provisions of These Rules, failing which they will be precluded from letting out apartments in the Scheme.
- (4) Offending Agents and tenants will be blacklisted by the Body Corporate and their details will be circulated to all Letting Agents and Security to ensure that offenders cannot return or conclude further leases in respect of Sections in the Scheme.
- (5) Notwithstanding anything to the contrary contained herein, an Owner of an Exclusive Use Area shall only be entitled to rent out such Exclusive Use Area to an Owner or Occupier of a Section in the Scheme or to the Body Corporate.

## 12. SECURITY, SAFETY AND RISK

- (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 loss of an access control 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.
  - (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.
- (2) 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.

- (3) 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.

### 13. COMPLAINTS

All complaints, requests, suggestions and disputes, must be in writing and be addressed to the Managing Agent and submitted to them. If a dispute cannot be resolved, the dispute may be referred for a dispute resolution, to the Chief Ombud.

### 14. 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.

### 15. COMPENSATION FOR DAMAGES

If an Owner or Occupier or any invitee of an Owner or Occupier causes damage to the Common Property, the Owner shall be liable to the Body Corporate for the damage caused and for the costs of repairs.

### 16. WRITTEN NOTICES

- (1) A notice in terms of These Rules must be in such format as the Trustees may from time to time prescribe, which include but not limited to written, printed or electronic matter that provides information or evidence or that serves as an official record, and that binds the Body Corporate.
- (2) A notice will be regarded as having been properly delivered, if:
- (a) delivered to the Owner by hand, in which event it shall be regarded as having been received on the date of delivery, or;
  - (b) delivered by registered post to the Owner to his domicilium citandi et executandi, in which event it shall be regarded as having been received on the 4th day after the date of posting, or;
  - (c) delivered by fax or e-mail to the Owner, in which event it shall be regarded as having been received on the date of transmittal.

## 17. CONTRAVENTION OF THESE RULES, THE MANAGEMENT RULES OR THE STA, STSMA

- (1) If an Owner or Occupier or the Invitees of an Owner or Occupier contravene/s these Rules, the Management Rules, the STA or the STSMA, the Trustees shall be entitled, without prejudice to the other rights or remedies which the Body Corporate may have in law, or in terms of the STA or the STSMA, any other act, the Management Rules or these Rules, including to claim compensation for damages, to:
- (a) enter the Section, Exclusive Use Area and/or the Common Property to take such action as may be reasonably required to remedy the contravention and hold the Owner of the Section liable for the costs incurred in this regard; and/or
  - (b) bring a court application for a suitable order; and/or
  - (c) apply to the applicable Chief Ombud for a suitable order; and/or
  - (d) institute mediation proceedings or expert intervention; and/or
  - (e) impose a penalty on the Owner of the Section in terms of Conduct Rule 18.
- (2) Aforesaid provisions may, where applicable, also be applied to Occupiers of Sections.

## 18. IMPOSITION OF PENALTIES

- 1) If the conduct of an Owner or Occupier or the Invitees of an Owner or Occupier constitute/s a nuisance in the opinion of the Trustees, or a contravention of a provision of the STA, STSMA, the Management Rules or these Rules, the Trustees may, without prejudice of the other rights or remedies available in terms of these Rules:
- (a) By written notice inform the Owner of the Section of the nuisance or contravention and warn the Owner that if he, or the Occupier fail/s to remedy the contravention and/or if he or they persist/s in such conduct or contravention, a penalty will be imposed on the Owner of the Section; and
  - (b) If notwithstanding the 7 (SEVEN) days' written notice given by the Trustees in terms of sub-rule (1)(a), the Owner or the Occupier of the Section fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the Owner of the Section, which notice shall state the reasons for the imposition of the penalty; or

- 2) The Trustees shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the Trustees at a general meeting.
- 3) A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 4) An Owner may within 30 (THIRTY) days of the date of the written notice in terms of sub-rule (1)(b), submit an objection, with a motivation, against the penalty imposed, to the Trustees.
- 5) Upon receipt of the objection, the Trustees may:
  - (a) Withdraw or reduce the penalty; or
  - (b) Schedule a Trustees' meeting (hearing) for the purpose of considering the objection and invite the Owner to attend the meeting, and/or to be represented at the meeting.
- 6) At the Trustees' meeting (hearing) referred to in sub-rule (5)(b) above, the Owner and/or his representative shall have the right to:
  - (a) Present his case;
  - (b) Present any evidence, including the calling of witnesses, to substantiate his case;
  - (c) Cross-examine any person called as witness in support of the charge;
  - (d) Have access to documents produced in evidence; and
  - (e) Produce mitigating factors.
- 7) The failure of the Owner charged or his representative to attend the Trustees' meeting referred to in sub-rule (5)(b) shall not render the proceedings at the meeting void. Should the Owner or his representative not attend the Trustees' meeting without providing a reasonable request for postponement, the Trustees may, in their sole discretion, continue with the Trustees' meeting and consider the objection in the absence of the Owner.
- 8) Upon the conclusion of the Trustees' meeting, the Trustees shall deliberate the evidence and if so resolved, they may:
  - (a) Uphold the penalty; or
  - (b) Withdraw or reduce the penalty.

- 9) Should the Owner not agree with the decision of the Trustees in terms of sub-rule (8) the Owner may request, without prejudice of the other rights or remedies which may be available in terms of the Act or the rules or in law:
- (a) that the Trustees refer the matter to a general meeting of the members for their decision, without prejudice to any other rights or remedies, which the Owner may have in law, or in terms of the Act or the management rules, and/or
  - (b) that the matter be referred to the applicable Chief Ombud for a suitable order.

## 19. LEGAL COSTS AND OTHER COSTS

- 1) An Owner shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Body Corporate in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such Owner to the Body Corporate in terms of These Rules, or in enforcing compliance with These Rules.
- 2) Any costs incurred by the Trustees in terms of These Rules, shall be regarded as a levy and may be added to the levy account of the specific Owner, who was/is liable for the costs in terms of the rules, and may be recovered from the Owner as a levy debt, with interest at the rate applicable to arrear levies.

## 20. PAYMENTS OF LEVIES AND OTHER CONTRAVENTIONS

- 1) Owners are responsible for the payment of their monthly levy, additional costs or additional administration costs monthly in advance, by the 1st day of each month.
- 2) Should any owners experience any discrepancy with regards to monies indicated on their levy statement, they must provide a written explanation of the discrepancy to the managing agent by no later than the 7th of the applicable month.
- 3) Any owners, who choose to pay their levy by way of depositing such payments into the Body Corporate's bank account, and such levies are not reflected on their levy statement the following month, must confirm such payments by means of providing a copy of the deposit slip as proof of payment to the managing agent.
- 4) An owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the body corporate in recovering arrear levies, or in enforcing compliance with these rules. This includes additional administration charges too.



- 5) An owner shall be liable for and pay the additional administration charges for any contravention/s of these Conduct Rules contravened by the owner or occupier or the cost to clean or reinstate the common property.
- 6) The trustees shall be entitled to change interest on arrear amounts at such rate as they may from time to time determine.