



THE MARLO



LUXURY APARTMENT LIVING IN THE HEART OF SEAPOINT

CONDUCT **RULES**

CONDUCT RULES

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1. APPLICABILITY

1. The Conduct Rules, the provisions the Sectional Titles Schemes Management Act no. 8 of 2011 shall be binding on all owners, lessees or other occupants of sections and on the trustees.
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 (fines) 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 owner's levy statement and shall bear interest as a levy debt and shall be recovered as a levy. The trustee's decision regarding any matter with regards to these Rules shall be binding.

2. INTERPRETATION

1. The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
2. 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.
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, Sectional Title Scheme Management Act, 8 of 2011 and the Community Schemes Om bud Service Act, 9 of 2011, shall in all Conduct Rules bear in meaning that has been assigned to them, unless inconsistent with the context.
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 express in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.

3. CONDUCT RULES

I. ANIMALS, REPTILES AND BIRDS

1. An owner or occupier of a section has the right, without further approval from the trustees, to keep a dog and/or cat in their section.
2. Should the owner or occupier wish to keep any additional animal, not referred to in sub rule (1), then the written consent must be sought from the trustees, which approval may not be unreasonably withheld.
3. The owner or occupier in keeping a pet, undertakes to ensure that the animal is not hazardous, a nuisance or a disturbance to other occupiers. Should any owner or occupier not comply, they will be subject to reasonable conditions prescribed by the trustees, which shall be in writing.
4. **All pets must be accompanied when on common property and any mess or removal from the**

pet, must be immediately removed.

2. REFUSE DISPOSAL

- I. An owner, lessee or occupier of a sectional shall:
 - a. 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 authorized by the trustees in writing;
 - b. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
 - c. for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
 - d. upon collection of the refuse, promptly return such receptacle to his section or other area referred to in paragraph (a).

3. VEHICLES

1. Owners and Occupiers shall drive slowly within the grounds and shall keep proper lookout for other Motor Vehicles and pedestrians when driving their Motor Vehicles on the Common Property.
2. Vehicles of residents to be parked on their designated exclusive use parking boys, and visitors may only park on such areas as are specifically demarcated for that purpose.
3. Residents are responsible to ensure that their visitors park in the correct place, and do not cause any obstruction.
4. No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
5. The trustees may cause a fine to be levied against the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the trustees' consent.
6. 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.
7. 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.
8. No caravans, motorboats, trailers or any other watercraft may be parked on 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 FROM OUTSIDE

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 balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

6. SIGNS ANDNOTICES

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 of a section, so as to be visible from outside the section, without the written consent of the trustees first having being obtained.

7. 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.

8. LAUNDRY

1. An owner or occupant of a section shall not be allowed to erect any additional washing lines on the common property.
2. Nor shall any owner or occupant hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside of the building or from any other section.
3. The hanging of laundry will be at the owners' or occupants' risk.

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUSACTS

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.

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 charcoal burners or similar braai devices.
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) 9kg Gas Cylinder.

11. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

1. An owner or tenant, who lets, sub-lets or otherwise grants occupation of a Section, whether gratuitously or not and where the lease period is more than 30 days, 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 must be attached to and be incorporated into the lease agreement as a provision of the lease agreement;
 - c. A copy of the lease agreement must be submitted to the Trustees or the managing agent upon their request.
2. All tenants will be required to complete an occupancy form provided by the Body Corporate/

Trustees and to submit a copy of his/her identity document and/or passport.

3. 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. All short-term rentals (less than 30 days) must be recorded by the Owner in the short-term rentals register held at the security desk. Both the Owner and his tenant must sign this register before access will be granted to the tenant. Further, the Owner shall provide the building manager with a copy of the tenant's Identity Document prior to access being granted to the tenant.

Owners remain responsible to ensure that their short-term tenants are aware of and abide by these Conduct Rules at all times.

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 authorized 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. NOISES AND/ OR NUISANCE

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.
2. Exceptionally low noise levels must be maintained between 22h00 and 08h00 from Sundays to Thursdays and between 23h00 and 08h00 on Fridays and Saturdays. Exceptionally low noise means that the noise must not be of such a nature that the occupants of any other unit are unable to sleep.
3. 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.
4. 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.
5. 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.
6. No firearms may be discharged in a section or any part of the common property, except under such circumstances, which would reasonably justify the use of a firearm for self-defense and related purposes.
7. 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 or public holidays.
8. 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 or 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.

14. 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.

15. COMPLAINTS

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

16. 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.

17. 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.

18. CONTRAVENTION OF THESE RULES, THE MANAGEMENT RULES OR THE STA, STSMA

If an Owner or Occupier or the Invitees of an Owner or Occupier contravene/s these Rules, the management rule, 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:

1. 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
2. bring a court application for a suitable order; and/or
3. institute arbitration proceedings; and/or
4. apply to the applicable Chief Ombud for a suitable order; and/or
5. institute mediation proceedings or expert intervention; and/or
6. impose a penalty on the Owner of the Section in terms of Conduct Rule 19.
7. Aforesaid provisions may, where applicable, also be applied to Occupiers of Sections.

19. 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
 - c. Summarily and without warning, by written notice impose a penalty on the Owner, which notice shall state the reasons for the imposition of the penalty.
2. The penalty imposed under sub-rule (1) (b) or (1) (c) above, shall become due on the date of the written notice and must be paid within 10 (Ten) days of the date of the next due levy. Should the penalty remain unpaid, after having being added to the Owner's levy statement, it may be recovered from the Owner of the Section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
3. 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.
4. 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.
5. An Owner may within 7 (SEVEN) days of the date of the written notice in terms of sub-rule (1) (b) or (1) (c), submit an objection, with a motivation, against the penalty imposed, to the Trustees.
6. 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.

7. At the Trustees' meeting (hearing) referred to in sub-rule (6) (b) above, the Owner and/or his representative shall have the right to:
 - a. Present this 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.
8. The failure of the Owner charged or his representative to attend the Trustees' meeting referred to in sub-rule (6) (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.
9. 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.

20. 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. These legal costs must be taxed by the relevant court and judgement against the Owner granted, with costs, in order to claim such costs from the Owner.
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.

21. 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. The legal costs must be taxed by the relevant court prior to payment by the Owner and an order granted against the Owner, with costs, by the relevant court.
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, if allowed in the court order granted against the Owner.

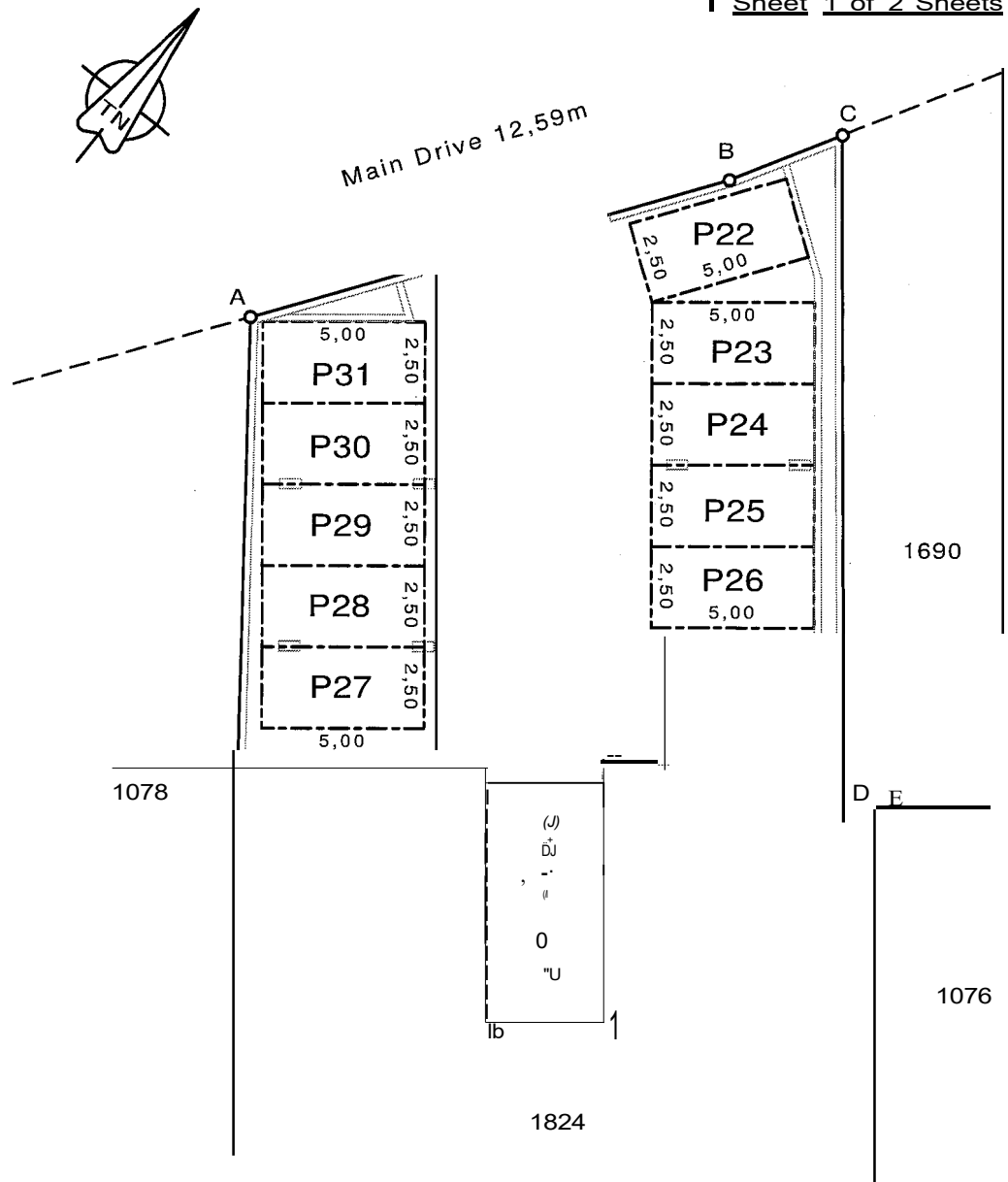
22. EXCLUSIVE USE AREAS: PARKING BAYS

1. The areas hereinafter referred to as Parking Bays, are hereby created in terms of section 10(7) of the Sectional Titles Schemes Management Act 8 of 2011 (as amended from time to time) {"the Act"}, the rights of exclusive use and enjoyment of these areas are conferred as set out in the attached lay-out plans to scale and schedule {Annexure "B"}, which specifies to which Section the area is allocated, as required by section 10(8)(a) and (b) of the Act.
2. The developer reserves the right while still owner of the units in the scheme to amend the allocation of Parking Bays to its units by notification in writing signed by them and delivered to the Trustees who shall then amend these rules to reflect such reallocation. Individual owners in the scheme may also agree between themselves to exchange Parking Bays and may do so by agreement in writing signed and delivered to the Trustees who shall then amend these Conduct Rules to reflect such reallocation.

THE MARLO ERVEN 1076 & 1824 SEA POINT EAST

PLAN IN TERMS OF SECTION 10(8) OF THE SECTIONAL TITLES
SCHEMES MANAGEMENT ACT No. 8/2011

Sheet 1 of 2 Sheets



Notes:

1. P denotes parking bay.
2. (C.P.) denotes common property.
3. All dimensions are given in metres.
4. ----- dates not physically defined.

LAND SURVEYOR : J.H. COETZEE
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Date : 26 April 2022

LAYOUT OF EXCLUSIVE USE
PARKING AREAS ON LOWER
BASEMENT FLOOR LEVEL

Scale 1/200

THE MARLO: EUA PARKING

UNIT NUMBER	PARKING BAY/S
1	26
2	25
101	8
102	7
201	24 & 27
202	11 & 29
203	20
204	21
205	19
301	2 & 28
303	1
304	18
305	10
401	3,4 & 5
402	15
403	14
501	16 & 17
502	12 & 13