



**TSHOLOFELO 372 ESTATE  
BODY CORPORATE**

## **CONDUCT RULES**

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## 1. INTERPRETATION AND DEFINITIONS

In these Rules the following terms shall have the following meaning:-

**“Act”** - means the Sectional Titles Act (Cap33:04) (as amended) and all regulations thereunder;

**“Body Corporate”** - means the Body Corporate duly established for the Scheme in terms of the Act;

**“Buildings”** - means the buildings and all improvements to be erected on the Land by the Developer;

**“Common Property”** - means the portions of the Development not forming part of any section and/or unit in the Development in terms of the Act;

**“Developer”** - means **BOTSWANA HOUSING CORPORATION**.

**“Land”** - means certain piece of land more particularly described as Lot No.63238, Tsholofelo, Gaborone;

**“Managing Agent”** - means the Managing Agent to manage the Scheme for and on behalf of the Body Corporate on such terms as maybe agreed;

**“Owner”** - means the owner or occupier of a Section in the Scheme;

**“Parking Bays”** - means the Parking Bays which shall be designated for the exclusive use of the registered owner of a Section and ceded to the Purchaser, and its successors in title, by means of a unilateral deed of cession as provided for by Section 29(2) of the Act;

**“Participation Quota”** - means the Participation Quota allocated to a Section in the draft Sectional Plans and upon opening of the Sectional Title Register;

**“Registrar”** - means the Registrar of Deeds appointed under the Deeds Registry Act (Cap 33:03);

**“Rules”** - means these management and conduct rules provided for in terms of Section 56(a) of the Act, as substituted, added to, or repealed by the Seller in terms of Section 38(5) of the Act;

**“Section”** - means a section of the Scheme;

**“Scheme”** - means the sectional title development scheme to be known as “Tsholofelo 372 Estate” and to which Scheme these Rules shall apply;

**“Trustees”** - means the duly elected trustees of the Body Corporate from time to time.

## 2. USE OF A SECTION

- 2.1 An Owner or Occupier shall not damage or alter any part of the Common Property.
- 2.2 No Owner or Occupier shall erect any structure of a permanent nature unless permission has been granted in writing by the Trustees.
- 2.3 No Owner or Occupier shall erect any temporary structure of whatsoever nature, unless permission has been granted in writing by the Trustees.
- 2.4 The request for permission must be accompanied by detailed specifications clearly indicating design, colour, shape, size, where necessary and proposed positioning of the said structure.

## 3. ACTIVITIES AND CONDUCT ON THE COMMON PROPERTY

- 3.1 All residents are requested to assist the Trustees in always keeping the Common Property areas neat and tidy.
- 3.2 Owners are responsible for the orderly conduct of their guests, staff and any Occupier of a section and it shall be their duty to ensure that their section is not used, or allow it to be used, for any purpose, which is injurious to the reputation of the building.
- 3.3 An Owner/Resident (including their domestic worker / visitor) shall receive a penalty if found behaving in an offensive, improper or disorderly manner; or
- 3.4 Should any damage whatsoever be caused to the Common Property by an Owner, occupant, and/or any member of his/her family, and/or any of his/her visitors, and/or employees, their children or visitors or should any such person cause the Body Corporate to suffer any loss or incur any liability to property, the Owner shall forthwith reimburse the Body Corporate in full in respect of such loss or expense. Should the Owner fail to repair such damage forthwith, the Trustees may cause such damage to be repaired and such Owner shall reimburse the Body Corporate in full forthwith in respect of all costs and expenses arising out of or in connection therewith.
- 3.5 *The consumption of alcohol is strictly prohibited on the Common Property areas.*

## 4. NUISANCE

- 4.1 No Owner or Occupier may make, produce or cause a disturbing noise, or allow it to be made, produced or caused by any person, animal, machine, device or apparatus or any combination thereof. A penalty of P500 for the first violation and a P1000 thereafter.
- 4.2 Reasonable quiet must be maintained at all times, especially on weekends.
- 4.3 An Owner or Occupier of a section shall not:

- 4.4 drive a vehicle on the Common Property in such manner that it may cause a noise nuisance.
- 4.5 discharge fireworks
- 4.6 operate or play or allow to be operated or played, a radio, television set, drum, musical instrument, sound amplifier, loudspeaker system or similar device producing, reproducing, or amplifying sound so as to cause a noise nuisance.
- 4.7 cause or permit any disorderly conduct of whatsoever nature either in his/her section, exclusive use area and / or the Common Property.
- 4.8 operate any machinery, saw, sander, drill, grinder, lawnmower, power garden implement or similar device in any exclusive use area or section or allow it to be operated, if it may cause a noise nuisance. **Any work involving the use of machinery or devices as aforesaid may only be used during the hours of 08h00 to 17h00 Monday through to Friday and 10h00 to 17h00 on Weekends and Public Holidays.**
- 4.9 Sound equipment of ANY TYPE and general noise emanating from an Owner or Tenant must be at levels which will not be disturbing to other residents/occupiers. Owner/occupiers who do not cooperate when asked to adjust volumes downwards and will be issued with a formal warning.
- 4.10 No firearms, air guns or pellet guns may be discharged in a Section or on the Common Property.
- 4.11 Where noise limits have been exceeded and for the breach to be an offence, an affected person must make a complaint to the Trustees and or the Managing Agent in writing. THE NAMES AND DETAILS OF THE COMPLAINANTS WILL NOT BE DIVULGED TO THE OFFENDING PARTY/IES. The Trustees shall act on the complaint and take action against the violator in accordance with the provisions of rules and any other law in force. No complaints of this nature will be taken up unless a written complaint is received, clearly setting out the nature of disturbance, the approximate time and date of the offence or offences.

## 5. MOTOR VEHICLES

- 5.1 Each unit is assigned specific labelled parking bays and members are expected to park on their designated parking bays. Parking will be managed by security in the estate and any violations will attract a penalty as per the penalty structure.
- 5.2 No Owner or Occupier shall park their vehicle in the middle of the road.
- 5.3 The speed limit within the common road is 40 km/h. Penalties are applicable for violations.

- 5.4 No Owner or Occupier shall park or load a vehicle or allow anything to be on it that obstructs other vehicles or persons or impedes their movement or is likely to do so. Penalties are applicable for violations.
- 5.5 The Body Corporate shall not be liable for the loss of any vehicle or for its lawful removal from the area, or for damage to any vehicle or its fittings, accessories or contents while in a parking area or for such damage if it is the consequence of it being moved.
- 5.6 Owners and Occupiers shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the Common Property or in any other way deface the Common Property. Oil stains must be removed by the Owner or Occupier concerned. Should the Owner or Occupier fail to remove the oil stain, the Owner will be given notice to restore the area to its original condition, failing which the area will be cleaned and the cost to restore the area to its original condition will be recovered from the Owner.
- 5.7 No Owner or Occupier shall be permitted to dismantle, effect major repairs to any vehicle on any portion of the Common Property. Penalties are applicable for violations.
- 5.8 The Trustees may cause to be removed or towed away, at the risk and expense of the Owners of the vehicle, any vehicle parked or left abandoned on the Common Property without the Trustees consent.
- 5.9 Any vehicle/s which has been parked in the same place on the Common Property area for a continuous period of 7 (Seven) days or longer, without being removed by the Owner or Owner's representative, shall be deemed to be an abandoned vehicle.
- 5.10 No damaged vehicles are allowed to be stored on the premises by an Owner or a Tenant. Penalties are applicable for violations, in addition, a storage fee of P200 per day will be charged until the day the car is removed.
- 5.11 Vehicles over 2.5 tons, buses etc. may not be parked anywhere within the complex. Company vehicles of this type are not permitted to be kept in the complex for any duration. Vehicles used for moving furniture or delivering furniture must move out of the complex as soon as the need is fulfilled. Penalties are applicable for violations.
- 5.12 Hooters may not be sounded within the Common Property other than in cases of emergency.
- 5.13 Car alarms that are triggered must be attended to immediately.
- 5.14 No vehicles are allowed to be washed on the Common Property with any hosepipes, fire hose reels or fire hydrants. Penalties are applicable for violations, in addition, the cost of the repair to the seal / valve of the fire hose reel is to be charged to the owner's account.

5.15 Usage of a fire hydrant for washing of vehicles is a criminal offence and penalties will be imposed. Penalties are applicable for violations.

5.16 No vehicle may be driven in the garden section (Common Property). Penalties are applicable for violations.

## **6. INSURANCE PREMIUM**

6.1 An Owner shall not do or permit to be done on the Common Property anything which will or may increase the rate of the premium payable by the Body Corporate on any Insurance Policy.

6.2 All insurance claims related to the building, Common Property and improvements thereon are to be handled solely through the Managing Agent.

6.3 Any damage to a section that is subject to a possible insurance claim shall be reported to the Trustees or Managing Agent within forty-eight hours of the event having occurred, failing which the Body Corporate cannot be held liable in the event of the claim being repudiated by the Body Corporate's Insurer.

6.4 Any insurance excess payable in respect of an insurance claim submitted to the Body Corporate's Insurer as a result of a burst geyser or any claim arising from or related to the geyser supplying hot water to the section, shall be settled in full by and be for the account of the Owner of the unit concerned.

6.5 It is the responsibility of the Owner and or Occupier to take all reasonable precautions to prevent loss, damage, destruction to his/her section, exclusive use area and the Common Property.

6.6 Any insurance excess levied by the Body Corporate's Insurer on any insurance claim in respect of the inside of the section shall be for the section Owner's account.

## **7. LAUNDRY**

7.1 Washing may only be hung out to dry in the designated washing lines in the balcony of each section and at the sole risk of the person so doing, it being understood that the Body Corporate will not be liable for any loss of any nature by whatsoever, cause or consequence.

7.2 The hanging of linen, clothing, washing, mats/carpets or any other items is not permissible on the balcony balustrades, Stair ways balustrades and the courtyard fencing or on any open common property area.

## **8. SIGNS AND NOTICES**

8.1 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. No "rental" or "for sale" boards are permissible INSIDE the complex. Boards are only

permissible within a 10-meter distance from the entrance on the grass verge. Only one board per agent is allowed and may not be left in place on a permanent basis.

- 8.2 No person, other than a Trustee or a person authorized to do so by the Trustees, may move a notice board, notice, sign or marker erected, posted or placed in the Common Property area by the Body Corporate or other than as directed by the Council in terms of these regulations. No person may deface or otherwise interfere with that notice board, notice, sign or marker.

## **9. FIRE FIGHTING EQUIPMENT**

- 9.1 No Person shall cause or permit Fire Fighting Equipment on any Premises to be dismantled, recharged, disconnected, serviced or repaired or sold or any new, serviced or repaired equipment to be installed; housed or placed on any Premises except by or under the control and supervision of a holder of a certificate of competence issued or recognised. Penalties are applicable for violations, in addition, the cost of the repair for the fire equipment will be charged to the owner's account.
- 9.2 It is a criminal offence to use fire hoses for washing vehicles, watering plants, etc. Fire hoses, fire hydrants and fire extinguishers may not be tampered with and may only be used to extinguish fires. Penalties are applicable for violations, in addition, the cost of the repair for the fire equipment will be charged to the owner's account.

## **10. INDEMNITY**

- 10.1 The Body Corporate is indemnified against all claims arising as a result of the reasonable exercise of any rights granted in terms of these regulations.
- 10.2 The Body Corporate /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 Owner of his/her family, or his/her staff, or friend, acquaintance, visitor or guest may sustain, physically or to his/her or their property, directly or indirectly, in or about the Common Property, its amenities 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.

## **11. SECURITY**

Security of a unit remains the sole responsibility of each Owner or Occupier of the Complex and the security of the Common Property remains the responsibility of the Body Corporate.

## **12. EMPLOYEES AND DOMESTIC STAFF**

- 12.1 Any person employed by the Body Corporate is the employee of the Body Corporate and, as such, shall not undertake any errands or jobs for anyone else. The employee is answerable to the Trustees and or Building Manager/Caretaker, from whom all



instructions should emanate unless an emergency should indicate otherwise. Should an Owner or Occupier have a complaint about any member of staff employed by the Body Corporate, the complaint is to be in writing and handed to the Building Manager/Caretaker or a Trustee, clearly setting out the nature of the complaint.

12.2 No hawkers are allowed on the Common Property.

### **13. SUPERVISION OF CHILDREN**

13.1 Owners and or Occupiers must supervise their children and the children of their visitors so that no damage or nuisance is caused to the property of other Owners or Occupiers and Common Property. In particular, children may not *inter alia* interfere with the plants, decorations, house numbers, fire hoses and fire hose reels, washing lines, exterior erected geysers, exterior lighting, and shall not enter an unoccupied unit, climb onto any roof of units, or complex perimeter walls.

13.2 No hobbies or other activities may be conducted on the Common Property, exclusive use area or section if it would cause a nuisance to the other Owners.

### **14. KEEPING OF PETS**

14.1 An Owner shall not, without the written consent of the Trustees, keep any animals in his or her Section or on the Common Property of the Building.

### **15. DISPOSAL OF REFUSE**

An Owner shall-

15.1 maintain a receptacle for refuse disposal within his or her Section or dispose of refuse in a part of the Common Property which is designated by the Trustees in writing for refuse disposal;

15.2 No refuse receptacles/bins belonging to individual owners and / or occupiers must be placed in the common property.

15.3 ensure that before the refuse is placed in the receptacle, the refuse is securely wrapped, or in the case of a tin or a container, it is drained;

15.4 for the purpose of having refuse collected, place the receptacle within the Common Property at the time designated by the Trustees for refuse collection; and

15.5 promptly return the refuse receptacle to his or her Section or the other area referred to under rule 3.1 after the refuse is collected.

### **16. EXTERNAL AND INTERNAL ADDITIONS, ALTERATIONS OR MAINTENANCE**

16.1 All exterior walls and roofs are considered Common Property.

- 16.2 No extensions, alterations or improvements to the exterior of any unit, including awnings shall be affixed or made.
- 16.3 With respect to alterations or improvements to the interior of any unit, no structural alterations to the water connections, electric conduits or plumbing may be affected, unless written permission to do so has been obtained from the Trustees. This work may only be carried out by a competent person. This means a person who is qualified by virtue of his/her education, training, experience and contextual knowledge to make a determination regarding the performance of a building or part thereof in relation to a functional regulation or to undertake such duties as may be assigned to him.
- 16.4 In the event of any internal walls being demolished, building plans by a registered architect and structural engineer must be submitted, accompanied by a statement that the removal of such walls shall not compromise the structural integrity of the building.
- 16.5 No Owner or Occupier may extend a section unless the provisions of Sectional Titles Act 7, 1999 have been fully complied with.
- 16.6 Maintenance of the hot water system in terms of the Sectional Titles Act 7, 1999 is the Owners responsibility. This includes the geyser.
- 16.7 In the event of an employee or contractor damaging any part of the Common Property while performing work for an Owner or occupant of a unit, then the Owner concerned shall reimburse the Body Corporate for the cost of any repairs required to remedy the damage so caused. Notwithstanding any written approval given by the Trustees, no alteration, addition or decoration to the interior of a unit may be undertaken (in particular, the offloading of sand and bricks on the pavement or any part of the Common Property) until all necessary permits or approvals have been obtained from the relevant authority. It is the responsibility of the Owner to obtain the aforesaid permit or approval directly from the relevant authority.

## **17. ALTERATIONS TO A UNIT**

- 17.1 An Owner shall not effect alterations or modifications to the internal structure of a Unit without the specific consent of the Body Corporate and the construction of which alterations shall be strictly subject to the criteria of the Body Corporate as may be published from time to time ("the Design Criteria").
- 17.2 For the purpose of this rule "alterations" shall include the installation of fixtures and fittings to enable the Unit to be beneficially occupied and fit for habitation whether as a commercial office, residence and/or retail premises.

## **18. OUTSIDE APPEARANCE OF SECTIONS**

The Owner of a Section shall not place or do anything on any part of the Common

Property, including, patios, and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Section. For the purposes of this Rule 6 the following are guidelines for interpretation hereof:-

- 18.1 No radio / television aerials and internet radio transmitters may be attached to the exterior of Sections (which shall include balconies, terraces or gardens);
- 18.2 No air-conditioning units, awnings, blinds, screens, canopies may be installed on the exterior of a Section (which shall include terraces or gardens) unless such installations have been approved in writing by the Trustees in their sole discretion. The prohibition in the rule relating to air-conditioning units, includes air-conditioning units installed inside a Section which is in any way visible from the outside;
- 18.3 Without limiting the generality of Rule 6.2, the noise from any air-conditioning unit installed in a Section shall not be of a level or pitch so as not to be audible to any other Owner or occupier in the Scheme;

#### **19. LITTERING**

An Owner shall refrain from depositing, throwing, or permit or allow to be deposited or thrown, on the Common Property and the Sections any rubbish, including dirt, cigarette butts, ash or ashtrays, food scraps, bottles or any other litter whatsoever over from the windows of their units, or to be left on the walkways.

#### **20. STORAGE OF INFLAMMATORY MATERIALS, ETC.**

An Owner of a Section shall not store any inflammatory substance in the Building or any dangerous material which may increase the rate of the premium payable by the Body Corporate on any insurance policy.

#### **21. OBSTRUCTION**

No owner or occupier shall in any way obstruct or cause or allow any obstruction of corridors, lobbies, entrances, exits, pathways, stairwells, or any other part of the Common Property.

#### **22. FIRES**

The burning of wood or coal or gas in or outside of a Section, balcony, terrace and/or Common Property of the Scheme shall not be permitted.

#### **23. OBLIGATION OF OCCUPANTS**

- 23.1 An Owner of a Section shall comply with these Rules, notwithstanding any

provision to the contrary contained in any lease or any grant of rights of occupancy.

23.2 An Owner shall be obliged to notify the Trustees in writing, for security reasons, within 14(FOURTEEN) days of the date of conclusion of a lease of his Section of the full names of his tenant and of the period of the lease and confirm that the tenant has been handed a copy of these Rules. Prior to occupancy by such tenant, the Owner shall deliver to the Trustees a written undertaking by the tenant, obtainable from the Body Corporate, duly completed, that he will fully comply with the Conduct Rules for the duration of the lease or occupation.

23.3 Where the lease is for a period less than three months, the Trustees may impose such conditions as it deems necessary for the proper operation of the Scheme, including imposition of an administration levy. Should any prescribed condition be breached, the Trustees may withdraw such authority forthwith.

#### **24. AIR CONDITIONERS**

The installation of air conditioners is permitted only with written approval from the Trustees and the installation works will be supervised by the Managing Agent to make sure set standard is adhered to.

#### **25. BUSINESS ACTIVITIES**

25.1 No business, profession or trade may be conducted on the Common Property. No application for permission will ever be entertained.

25.2 No auction or jumble sale may be held on the Common Property or in a unit without prior written permission from the Trustees.

25.3 No advertisement or publicity material may be exhibited or distributed on the Common Property.

#### **26. PAYMENT OF LEVY AND ANCILLARY CHARGES**

26.1 Levies are due and payable in advance by the 1st day of every month and must be in the Body Corporate bank account by no later than the 4<sup>th</sup> day of every month.

26.2 Any monies outstanding by an Owner from the 30th day of each month shall bear interest and will be adjusted should this Act be amended at any stage. It is recorded that compound interest will be charged on overdue accounts. In the event that any levies or fees owed to Tsholofelo 372 Estate Body Corporate are not paid by the due date specified in the applicable invoice / statement, the unpaid amount shall accrue interest at the current prevailing prime interest rate as set by Bank of Botswana. The interest rate is subject to change and changes will be communicated to the debtors in writing. The accrued interest rate shall be calculated from the original due date until the date of full payment of the outstanding amount. The Debtor shall

be responsible for paying both the overdue levies and the accrued interest in full. Tsholofelo 372 Estate Body Corporate reserves the right to suspend or withhold services, privileges, or benefits until all outstanding amounts, including principal and accrued interest, are settled.

26.3 Non-receipt of a statement will not excuse non-payment.

26.4 The Owner shall be responsible for any administrative fee charged by the managing agent or legal costs on an attorney/client scale or collection commission expended by the Body Corporate in connection with the collection of arrear levies.

## **27. SUNDRY PROVISIONS**

All complaints are to be lodged in writing with the Trustees or Managing Agent from whence they shall be dealt with judiciously and confidentially, with a report back to the person filing the complaint.

## **28. PENALTY**

28.1 Further to any other clause contained herein, should any of the rules be contravened by any Owner or occupier, the Trustees may, if suitable, and without derogating from any other remedy that they may have in law:

28.1.1 clamp vehicles;

28.1.2 remove vehicles;

28.1.3 obtain interdict or declaratory orders;

28.1.4 impose fines;

28.1.5 refer to arbitration;

28.1.6 order the removal of objectionable matter;

28.1.7 order the restoration of property; and/ or

28.1.8 impose more than one of the options above all with possible payment of costs.

28.2 The Trustees shall, from time to time, determine the amount of the initial and subsequent penalties, which amounts may vary from Rule to Rule and from offence to offence. In the absence of such a determination a maximum penalty of three times the monthly levy may be imposed as an initial penalty and a further maximum penalty of five times the monthly levy may be imposed as a subsequent penalty.

28.3 If, in the opinion of the Trustees, an Owner or Occupant is in breach of any of the provisions of these rules, the Trustees may, in their absolute discretion, impose a penalty on the Owner or Occupant.

28.4 Below is a guideline of the penalty fee structure for various (non-exhaustive) offenses. The Trustees reserve the right to demand the settlement of penalties levied on an Occupant directly from the Owner of the unit within which the Occupant(s) lives.

**Penalty Structure**

OFFENCE	FIRST PENALTY (Pula)	SECOND PENALTY (Pula)
Any <i>Vehicles</i> violations, unless specifically stated	P500	P1 000
Not obtaining formal permission for more than one vehicle per unit	P200/per day until formal permission is obtained	
Any <i>Refuse Disposal</i> violation	P500	P1 000
Any <i>Storage of Flammable Material and other Dangerous Acts</i> violations	P500	P1 000
Any <i>Fire Fighting Equipment</i> violations	P1 000	P2 500
Any <i>Nuisance</i> violations	P500	P1 000
Any <i>Garden</i> violations	All costs to replace the damaged area	
Not cleaning the Braai facilities after use	P500	P750
Any <i>Pets</i> violation	P500	P1 000
Any damage to Common Property	All costs to replace the damaged area	
Any <i>Business Activities</i> violations	P500	P1 000
Verbal abuse of any Body Corporate employee or service provider	P1 000	P2 500
Physical abuse of any Body Corporate employee or service provider (this is independent of any legal action that may be undertaken by said employee or service provider)	P2 500	P4 000