

**3 THE FOLLOWING RULES HAVE BEEN SUBSTITUTED FOR THE CONDUCT RULES PRESCRIBED IN TERMS OF SECTION 10 OF THE MANAGEMENT ACT**

**1. ANIMALS, REPTILES AND BIRDS**

- (a) An owner of a section shall not, without the consent in writing of the Trustees, which consent may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.
- (b) When granting such consent, the Trustees may prescribe any reasonable condition. Such conditions shall automatically include the following conditions:
  - (i) Dogs shall not be allowed on the common property unless they are on a leash and accompanied by the dog's owner.
  - (ii) Dogs and cats must be neutered or spayed.
  - (iii) A pet shall not constitute a nuisance to other occupiers. The Trustees shall in their sole discretion determine what constitutes a nuisance in terms of this sub rule.
- (c) Notwithstanding the above, subject to the provisions of (d) below, an owner may not keep more than 1 pet in a section or on the common property and this concession does not apply to any tenant who may be occupying the member's section.

**( c ).1 Tenants are not allowed to bring in OR house pets at the complex, neither short term or long term Tenants.**
- (d) In circumstances where an owner owns 2 small pets at the time of purchasing the unit, the owner may apply for Special consent from the Trustees to keep 2 pets in the Section. If consent is granted it will be conditional upon the owner undertaking in writing not to replace a pet when it dies.
- (e) The Trustees may from time to time prescribe further conditions pertaining to the keeping of pets in sections.

- (f) The Trustees may withdraw such consent in the event of any breach of any condition prescribed in terms of sub-rule (b).
- (g) In suitable circumstances, the Trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to the application, including such costs as are referred to in the Management Rules.
- (h) Upon the breach of, or non-compliance with, the provisions of this Rule, the relevant owner may become liable for a penalty or penalties imposed under Rule 26 (b)(ii).
- (i) Visitors and guests are not allowed to bring any pets onto the common property or buildings.

## **2. REFUSE DISPOSAL**

An Owner shall:-

- (a) for the purpose of having the refuse collected, place such receptacle within an area, at such times and in such a manner as prescribed by the Trustees, from time to time;
- (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) when the refuse has been collected, promptly return such receptacle to his section;
- (d) No refuse or rubbish shall be left on any portion of the Common Property or elsewhere, including any section where it is visible by the public, whether in a receptacle or not, except for collection within the area and at the times designated by the Trustees from time to time.

## **3. VEHICLES**

- (a) Save for vehicles parked in designated Exclusive Use Areas, 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.
- (b) No Owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle or motorcycle and the like on any portion of the Common Property.
- (c) Owners shall at all times ensure that no oil is allowed to drop onto, any portion of the Common Property. It is the responsibility of the Owner to clean up any such oil spills on the Common Property.
- (d) No vehicles, other than light motor vehicles and motorcycles may be kept in a parking bay on the Common Property without the prior written consent of the Trustees.
- (e) Save for vehicles parked in designated Exclusive Use Areas, Owners may park their vehicles only in areas as are specifically demarcated by the Body Corporate as parking bays and in such a way that the flow of traffic and access to and egress are not obstructed.
- (f) Save with the prior written consent of the Trustees, no caravan or boat shall be parked on the Common Property (including any exclusive use area). Further, no persons shall, under any circumstances whatsoever, be entitled to stay overnight in a caravan, vehicle or the like anywhere on the Common Property (including any exclusive use areas).
- (g) Owners and their employees shall not be entitled to park in the visitors parking bays on the Common Property without the prior written consent of the Trustees.
- (h) No roller skates, scooters, skateboards or quad bikes shall be used on the Common Property.
- (i) Vehicles shall only be washed in designated areas on the Common Property.

Fire hydrants may not be used for washing vehicles.

- (j) 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. The Trustees further reserve the right to institute wheel clamping and an appropriate fining structure.
- (k) Vehicles parked or entering the parking area are subject to the express condition that it is parked at the Owner's risk and responsibility and that no liability shall attach to the Trustees or Managing Agents, or its agents or any of their employees and or Managing agent, duly authorised, for any loss or damage of whatever nature which the Owner, or any other person claiming through or under him, may suffer in consequence of his vehicle having been parked in the parking area.
- (l) Owners and Occupiers shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to any parking area.
- (m) Owners and Occupiers shall inform the Trustees or the Managing Agents, duly authorised, in writing of the registration number of their vehicles and any changes thereto, for security purposes.

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

- (a) An Owner 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. In addition, and in no way detracting from the generality of the aforesaid, an Owner shall not be entitled to erect or lay cameras, cabling or trunking on any external wall of a section or any other part of the Common Property.
- (b) Again in no way detracting from the generality of the aforesaid, an Owner shall not install:

- (i) any locking device, safety gate, burglar bars or other safety device for the protection of his section that is not approved by the Trustees and in accordance with the designs and colours approved by the Trustees or;
- (ii) any screen, shutter or other device to prevent the entry of animals or insects; without the prior written consent of the Trustees who shall be entitled to prescribe the nature and design of the device and the manner of its installation.
- (iii) Any exterior accessories, including, but in no way limited to: window glazing, fences, awnings, external blinds, canopies, satellite dish, television, aerial, cables and ancillary equipment, bunting, flags or flagpoles may be installed or erected anywhere on the Common Property, (including within any exclusive use area), save with the prior written consent of the Trustees and, where applicable, the local authority. When granting such approval, the Trustees may prescribe any reasonable condition(s). The Trustees may withdraw such approval in the event of any breach of the conditions prescribed when granting such approvals.
- (iv) Any aforesaid approved installation shall be repaired and maintained by the Owner, failing which the Body Corporate shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner.
- (v) An Owner may not enclose his balcony, save with prior written approval of Members at a general meeting and then only in accordance with the guidelines and specifications laid down by the Trustees, from time to time.

## **5. APPEARANCE FROM OUTSIDE**

- (a) The Owner shall not place or do anything on any part of the Common Property, (including balconies, patios and gardens) which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. In no way detracting from the generality of the aforesaid, an Owner shall not install a jacuzzi, shutters, screens or similar devices on a balcony without the prior written consent of the Trustees, which consent the Trustees may in their sole and absolute discretion grant or refuse. No external furniture other than white furniture will be permitted on the balconies. All curtains, curtain block out and blinds must be of a neutral white or light beige colour in order to present a uniform appearance as viewed from the exterior common areas.
- (b) No religious signs, flags and the like may be displayed externally from any balcony or window.
- (c) Security gates/burglar bars are to be of a colour to match the colour of the powder coated aluminium doors and windows and of a design specified by the Trustees in order to attain a standard of uniformity of appearance.

## **6. LITTERING**

An Owner shall not deposit, throw, or permit or allow to be deposited or thrown, on the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

No junk mail or discarded post may be left outside the post boxes and incorrect mail should be redirected appropriately.

## **7. LAUNDRY**

An Owner shall not erect his own washing line nor hang any washing or laundry or any other items on any part of the Common Property or balcony so as to be visible from the outside of the building or from any other section.

## 8. STORAGE OF FLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An Owner 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. Only one 9kg gas bottle will be permitted on the section at any one time in order to comply with the applicable SANS (South African National Standards) regulation.

## 9. LETTING OF UNITS

- (a) 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 occupancy.
- (b) The owners of sections are entitled to let their unit as per the rules and regulations below. Any deviation from it will attract spot fines/penalties to the Owner. Notwithstanding any proof of deviation or discrepancy found on the premises of Coral Point, the particular Tenant upon discretion of the Trustees may not receive entry into the complex regardless of the lease period or on any future occasion.
  - (i) A booking surcharge/Administration fee, determined by the Body Corporate is **compulsory** per lease.
    - (i) (a) This is for the following amenities usage by the Tenant; such as excessive use of common area; wear and tear; use of gas; Use of braai stands; Use of swimming; pool; Use of gym; Time used by security at time of admission
    - (ii) Should there be any damage to the common area, the Body Corporate must upon discovery of such damage, lodge a claim with the Owner for such damage.
    - (iii) The owner must keep proper and accurate records of the full identities, addresses and contact details of all tenants leasing their units
    - (iv) No occupant will be accepted as a lessee unless prior admittance arrangements are made by the owner or letting agent in that the full particulars (refer ii above)

and registry of the lessee is recorded at least 24 hours before arrival to the unit

- (v) The owner must ensure that a copy of the scheme's conduct rules is made available to each tenant that lets their units.
- (vi) The owner must ensure that each tenant signs an undertaking to comply with the scheme's conduct rules
- (vii) The period of the short term let shall not be shorter than (4) FOUR nights and (4) FOUR days
- (viii) The Trustees may impose additional rules as to the operation of the short-term letting and any other conditions such as the payment of any extra costs considered necessary to manage the short-term rentals.
- (ix) Security control will be take place as follows:-
  - a) Recording and registering of personal details of all guests prior to admission.
  - b) Copy of ID/ Driver's License of every guest.
  - c) Completed admission documents
  - d) Acknowledgement of understanding of the B/C rules
  - e) Upon admission of guests, security to escort/ direct guest to unit.
  - f) Security to record any breach of the rules and record relevant details and action taken.
  - g) Such reports will be sent to the Building Manager before 10:00 every day, so that the necessary determinations can be recorded.

(x) BREACH of Conduct Rules RE: FINES

1st breach- recorded warning- owner to be informed.

2nd breach- Fine to be determined by the Trustees of the Body Corporate

3rd breach- Fine to be determined by the Trustees of the Body Corporate

Any further breach- removal from premises- D17 and SAPS- blacklisting.

- (c) Should an Owner wish to lease his section, such lease shall be entered into on such terms and conditions as may be prescribed by the Trustees from

time to time and such lease shall be subject to such rules as may be laid down by the Trustees in respect of the leasing of sections in the scheme. Further, it shall be incumbent upon an Owner to ensure that a copy of the Rules is given to any prospective tenant of a section, who must sign an acknowledgement, undertaking in favour of the Body Corporate to comply with the Rules at all times while on the Scheme (and in particular, however in no way detracting from the aforesaid, to be liable for the payment of fines imposed by the Body Corporate in respect of contraventions of these Rules). An Owner shall not be entitled to lease his unit in the event of the owner being in arrears with its levy payments, or any other amounts due, to the Body Corporate.

- (d) In keeping with the laws regarding LETTING, Owners should seek to only use agents in the registry of the Body Corporate.
- (e) All long term and short term Tenants should be put on the Tenancy registry of the Body Corporate of Coral Point. This will include full names, contact information, email addresses, business address, ID and alternative numbers. A document can be obtained from the building manager for this purpose.
- (f) Perpetrators and previous tenants (short term or long term) who have been charged, fined or warned for offensive behavior will not be allowed to re-tenant / hire or occupy an apartment at CORAL POINT.

## 10. 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.

## 11. USE

- (a) Notwithstanding anything contained herein or elsewhere, an Owner shall not

permit or allow his section to be used for any purpose which is injurious to the reputation of the building or member of the Body Corporate.

- (b) The maximum number of persons entitled to occupy any section shall be calculated by multiplying the number of bedrooms in such section by two.
- (c) An owner shall not do or permit to be done in his section or on the Common Property anything that will or may increase the insurance premiums payable by the Body Corporate on any insurance policy, save with the prior written approval of the Trustees. When granting such approval, the Trustees may

prescribe any specific condition(s). The Trustees may withdraw such approval in the event of any breach of any condition prescribed when granting their approval.

- (d) An Owner shall not keep, leave, or store any article or do anything on the Common Property save with the prior written approval of the Trustees (which approval may at any time, on notice, be revoked).
- (e) An Owner shall, at his own expense, maintain the interior of the section in a good, clean and thoroughly tenable and attractive condition, and where necessary repair or refurbish any damaged item and replace any lost item.
- (f) An Owner shall, at its own expense, maintain in a good working order and condition all electrical, plumbing and sewerage installations and appurtenances of whatever nature, serving and within the section.
- (g) An Owner shall ensure that no light furniture or other light objects are left on the balcony, which could possibly be blown off the balcony in heavy winds.
- (h) No Owner or Occupier may without the prior consent of the Trustees remove any shrub, tree or plant on or in the common property including exclusive use areas.
- (i) No Owner or Occupier shall carry on any noisy, injurious or objectionable trade or business of any kind in any Unit or on the common property.
- (j) It is recorded that the Conduct Rules have been compiled to promote a safe, orderly and pleasant living environment.

## **12. GAMES**

No person shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against the walls of a section or the Common Property except in areas specifically designated for such activities and no person shall play, run or make noise in any part of the Common Property except in areas specifically designated for such activities.

### **13. VISITORS AND TENANTS**

- (a) An Owner is liable for the conduct of visitors to the Scheme and tenants and other occupants of the section, and must ensure that all Rules (including, but in no way limited to, security rules and procedures) and the provisions of the Act are adhered to.
- (b) Subject to the Rules, any guest of any Owner shall be entitled to use the common facilities of the Scheme provided that such Owner accompanies them at all times.
- (c) Owners must supervise any children visiting them so that no damage, interference or nuisance is caused to other Owners of units in the Scheme.
- (d) An owner or occupier shall be responsible for the behaviour of visitors, children and guests and shall be liable for any damage caused by them. Any damage caused by such visitors, children or guests shall be repaired at the cost of the owner or occupier, within 14 days of notice by the Trustees, to the satisfaction of the Trustees.

### **14. ALTERATIONS AND RE-DECORATION**

- (a) Subject to the provisions of the Act, the relevant Bylaws and these Rules, an Owner shall be entitled to make alterations to the interior of the Section (including, but in no way limited to, any dry walling or internal walls within the Section), only with the prior written consent of the Trustees and in accordance with plans approved of by the Trustees and the local authority, (if applicable).
- (b) Any Owner who intends carrying out any renovations in his section shall be obliged to make a written application to the Trustees detailing proposed alterations/renovations accompanied by a sketch or plans of the work to be done. The Trustees may impose such conditions as they, in their sole discretion, deem necessary.

- (c) Thereafter, such Owner shall then submit the approved plans to the relevant municipal authority for their written approval where the municipality's approval is required in this regard.
- (d) After completion of such renovations/alterations the Owner shall be obliged to furnish the Trustees with a certified copy of all relevant compliance certificates by the appropriate authority, e.g electrical and engineer's certificates and the like.
- (e) Prior to commencement of any renovations/alterations such Owner shall be obliged to lodge with the Trustees a deposit to cover any damages that may be caused to the Common Property or to cover any other eventualities, before any of the proposed work may commence in the section. The amount of the deposit shall be determined by the Trustees, however shall be reasonable in the circumstances.
- (f) Such alterations/renovations shall be carried out as expeditiously as possible in the circumstances and in a manner so as to cause as little disruption to other occupiers of the Scheme.
- (g) All rubble, and other refuse shall be removed daily, and may not be dumped or stored on the Common Property or on the pavement of the Scheme.
- (h) The Owner shall be held responsible for any damage to the Common Property or adjoining sections. As a result of the aforesaid building operations.
- (i) No work shall be carried out between 17H00 and 08H00 on weekdays.
- (j) No work shall be carried out on Saturdays, Sundays and Public Holidays.
- (k) All workmen/contractors shall, prior to commencement of any renovations/repairs/alterations furnish the Trustees with proof that they are adequately insured against any claims that may arise from any eventuality whatever caused as a result of any work that will be carried out in any section or common area of the Scheme.

## 15. GENERATORS

No generator, or similar device, may be operated anywhere within the Scheme (whether it be within a section or on the Common Property), save with the prior written consent of the Trustees.

## 16. NOISE

(a) Reasonable silence must be maintained at the Body Corporate of Coral Point

(b) All activities that require loud talking, music, walking, and parties must cease at 22H00 every-day. Noncompliance; will be regarded; as a breach of the rules and the owner of the unit fined.

(c) No radios, musical instruments, musical players, televisions or the like, shall be used in such a manner so as to cause annoyance to other occupiers of the Scheme.

(d) Power tools may only be used between the hours of 08H00 and 17H00 on weekdays (excluding Public Holidays).

(e) Vehicles hooters may not be used on the Common Property except in an emergency nor may any sounding car alarm be left unattended by the Owner thereof, at any time.

(f) Fireworks shall not be lit and discharged in any Section or the Common Property of the Scheme.

(g) Should any Section or part of the Common Property be utilised as a place of worship "the call to prayer", ringing of Church bells or any other religious pronouncements shall not be made via loudspeaker or other auditory devices.

## 17. OWNER/OCCUPANT EMPLOYEES

(a) An Owner or Occupant of a section shall be responsible for the activities and conduct of their employees and shall ensure that their employees understand that they must not breach any rules, law or any local authority by-law which may affect the scheme.

- (b) An Owner or Occupant of a section shall ensure that their employees and their visitors and/or invitees do not loiter on the common property.
- (c) An Owner or Occupant of a section shall ensure that their employees and their visitors and/or invitees do not cause undue noise within their sections or on the common property or elsewhere.
- (d) No Owner or Occupant of a section may request personal duties to be performed by any member or staff employed by the Body Corporate.

## **18. EMPLOYEES**

- (a) The services of Body Corporate employees if any may not be utilised by an Owner, either in or outside of working hours, without the prior permission of the Trustees or manager (if so appointed).
- (b) An owner shall not interfere with the Body Corporate's Contractors or their staff in the course of their duties on the Common Property. Complaints, suggestions or requests are to be directed to the Chairman of the Body Corporate in writing.

## **19. SWIMMING POOL**

- (a) Children under the age of 10 years, shall at all times be accompanied by an adult in the swimming pool area.
- (b) No liquor, glass bottles or any other glass items shall be allowed in the swimming pool area.
- (c) Reasonable silence must be maintained in the swimming pool areas between the hours of 20H00 and 08H00 every day.
- (c) The swimming pool may not be utilised between the hours of 22H00 and 05H00.

## **20. BRAAI**

An Owner or occupier shall only be permitted to braai on the balcony using gas appliances approved of by the Trustees and the making of a wood or charcoal fire on the balcony or anywhere within the section or on the Common Property is strictly prohibited.

## **21. LIFTS**

- (a) Children under the age of 10 years shall not be entitled to utilise the lifts unless accompanied by an adult.
- (b) Lifts may not be used for the purposes of transporting building materials and the like in the event of any section being improved or for the movement of furniture and the like, save with the prior written consent of the Trustees, who shall be entitled to impose conditions in respect of its approval, including conditions relating to the use and protection of the lift, the payment of a fee and the payment of a deposit by the Owner in question (to cover any damage that may be caused by such use).
- (c) In order to minimise inconvenience to other Owners the use of the lift for removal of furniture and building materials as aforesaid, shall be limited to the following times, namely:

Week Days	-	08H30 to 12H00
	-	14H00 to 16H00
Saturdays	-	08H00 to 13h00

- (d) The interior of the lifts may be utilised by the Trustees for purposes of advertising, provided that such signage is of a refined nature and in keeping with the ethos of the Scheme.

## **22. EXCLUSIVE USE AREAS**

- (a) The Owner of a section who is, in terms of section 10 (7) of the Act entitled to the exclusive use and enjoyment of such parts of a balcony and/or storeroom and/or parking bay and/or a garden area shall be obliged to attend to the maintenance and cleaning of such exclusive use area.
- (b) No plugs are permitted to be installed in the storeroom.
- (c) Lights may be installed in the storeroom subject to Body Corporate approval, which lights may only be controlled by motion sensors and not switches.

### **23. SECURITY**

The Owners shall abide by the regulations and restrictions imposed by the Trustees in order to ensure the security of the Scheme and in particular, restrictions put in place in respect of ingress and egress from the Common Property of the Scheme.

### **24. REMOVAL OF FURNITURE**

- (a) Prior to moving in or out of the Scheme such Owner shall apply to the Trustees and simultaneously lodge a deposit of R1 000.00, or other such amount as the Trustees may stipulate, from time to time, with the Trustees to be used towards any consequential damage to the Common Property and any electricity cost in respect of lifts.
- (b) Such deposit shall be refunded to the Owner within a reasonable time and the Trustees shall deduct from such deposit the costs of repair any damages (if any) as well as a reasonable administration fee as may be stipulated by the Trustees, from time to time.
- (c) The Trustees shall be entitled to increase the aforesaid deposit annually.

### **25. INSURANCE**

- (a) The Trustees or Managing Agents shall have no responsibility whatsoever for the insurance of the contents of any particular Unit, which shall at all times be the sole responsibility of the Owner or Occupier in question.
- (b) An Owner or Occupier shall not do or permit to be done in his Unit or on the common property anything which will or may increase the rate of premium payable by the Managing Agent, on any insurance policy or which may tend to vitiate any such insurance policy nor bring into the buildings any hazardous substances and/or any form of machinery whatsoever.
- (c) An Owner or Occupier shall not store or harbour upon the common property or any part thereof or in his Unit any goods which may vitiate any fire insurance policy held by the Managing Agent, or increase the premium payable in respect of such policy.
- (d) Should the Body Corporate be liable for any insurance excess relating to damages that have arisen inside a Unit or on or in any related exclusive use area, the Owner in question will be responsible for payment of such excess. Similarly, if the excess arises from damage to common property caused by an Owner, tenant or guest, the Owner concerned will be responsible for the excess.
- (e) Owners are responsible for the additional insurance premium for any improvement within a section, which requires a higher insurance replacement value.

## **26. BREACH OF OR FAILURE TO COMPLY WITH RULES**

- (a) Should any Owner, or his lessee, invitee, guest, client, customer, servant, employee or occupier of his section, or any other person who may come upon the Common Property by virtue of his right thereto, breach any of the Rules, or the rules and regulations of the Association or any other applicable laws or regulations and fail to remedy such breach within a period of 7 (seven) days of having received written notice from the Trustees to remedy such breach, the Trustees shall be entitled to take such action as is available to them in terms of the Rules and the Act.

- (b) In no way detracting from any rights that the Trustees of the Body Corporate may have in terms of the Act or in Law, the Trustees shall be entitled, in the situation referred to in paragraph 26 (a) above to, *inter alia*:
- i. call for an explanation or an apology
  - ii. impose a fine or fines
  - iii. withdraw the previously given consent applicable to the particular issue
  - iv. instruct attorneys to advise the Body Corporate or
  - v. institute legal action on the Body Corporate's behalf
  - vi. refer the matter to arbitration if appropriate or to the Community Scheme's Ombud (as contemplated in the Community Scheme's Ombud Service Act 9 of 2011)
- (c) Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the owner. Fines may be determined by the Trustees from time to time at their sole discretion.
- (d) The rights of the Trustees as referred to above are without prejudice to any other rights that they may have in terms of the Act in particular or the Law in general.
- (e) In the event of the Trustees having to institute any legal action or proceedings against an owner as the result of any breach by the owner of the Act or the rules (including, but in no way limited to, the non-payment of the levy) the owner shall be liable to refund the Body Corporate all legal costs incurred in this regard to the maximum amount permitted by Law and shall include collection charges, the costs incurred by the Body Corporate in endeavouring to enforce its rights prior to the institution of legal action and the costs incurred in connection with the satisfaction or enforcement of any judgment awarded in favour of the Body Corporate.

## **27. DISCLAIMER OF RESPONSIBILITY**

- (a) The Body Corporate shall not be liable for any injury to person, damage to or loss of property to whomsoever it may belong, occurring or suffered, upon the Scheme regardless of the cause thereof nor shall the Body Corporate be responsible for any theft of property occurring on the Scheme. Owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the Body Corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
  
- (b) The Body Corporate and/or its agents shall not be liable to any owner or any of the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Scheme, regardless of the cause thereof.
  
- (c) Owners shall accept responsibility for and indemnify the Body Corporate and its employees, servants and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in clauses 27 (a) and 27 (b) above.