

Date: 22 October 2021

Dear Trustees of Bodies Corporate and Managing Agents
Via email

12 MONTH TRUSTEES TRAINING PACKAGE – PRESENTER ALAN LEVY

1. For 12 months, with 1 module per month, commencing November 2021 to October 2022, ALA will be launching Trustees Training, which will be conducted as follows:
 - 1.1 Training will be on Microsoft Teams, on the first Friday morning of every month from 09h00am – 10h00am, commencing Friday 5 November 2021.
 - 1.2 The cost for the Trustees to attend **ALL** 12 modules will be as follows:

1 to 3 Trustees	<u>Total charge:</u> R 139.00 per month
4 to 6 Trustees	<u>Total charge:</u> R 159.00 per month
7 Trustees and more	<u>Total charge:</u> R 179.00 per month

Prices exclude VAT
 - 1.3 Each Trustee attending will after each session, receive a copyrighted pack containing the training material and a recording of the session, which may not be distributed by the Trustees to any other parties.
 - 1.4 We request you to kindly RSVP, using the attached booking form, with the name of the Body Corporate and Trustees email addresses, who will be attending.
 - 1.5 **Payment must be made in advance for all 12 months.** On receipt of the booking form, we will send you a single invoice for the 12 months and on payment, the Teams link will be emailed to you and the Trustees.
 - 1.6 On each Friday the below modules will be consecutively covered and each Trustee will leave with an understanding of:

A WORD ABOUT THE FACILITATOR



ALAN LEVY – FOUNDER AND DIRECTOR OF ALAN LEVY ATTORNEYS INC.

Alan had bestowed on him his *B.Proc* degree on the 17th of April 2000 and was admitted as an Attorney by the High Court, Pretoria on the 5th of March 2002.

Alan has been involved in Community Scheme Law and has assisted Bodies Corporate for his entire career and is well versed in all legislation pertaining to Bodies Corporate.

Alan regularly runs training and is approached for legal opinions by Managing Agents and Trustees on a wide range of Sectional Title Law topics.

Alan is specifically selected by clients to handle their Sectional Title Law cases for amongst other qualities, his prowess, strategies, thoroughness and knowledge of the law.

Please visit www.alattorneys.co.za for more information and to read Alans articles on Sectional Title Law.

MONTH 1

INTRODUCTION

An overview of the contents of the Sectional Titles Schemes Management Act (**STSMA**). An overview of the contents of the Prescribed Management Rules (**PMR's**). Basic Concepts – Sections, EUA's and Common Property. The participation quota and its calculation. Sectional plans. Role players – Members (Owners), Tenants, Trustees, Employees and the Managing Agent. The Body Corporate's functions and powers.

TOPIC BREAKDOWN

- An overview of the 22 Sections of the STSMA
- A sneak peek and overview of the Prescribed Management Rules
- Who owns what! Sections, Exclusive Use Areas and Common Property and what owning these areas mean – **STSMA S1 and S16 STA**
- The crucial importance of the participation quota and its calculation - **STSMA S11 and STA S32(1)**
- The skeleton of the Scheme – The Sectional plans and their importance – **STA S4 and 5**
- Who's who in the Zoo - Members (Owners), Tenants, Trustees, Employees and the Managing Agent
- When does the Body Corporate come into being – **STSMA S2(1)**
- What is the Body Corporate - What exactly does it have to get done!
- The Body Corporates functions and powers – **STSMA S3,4 and 5**

MONTH 2

OWNER'S MEETINGS AND OWNER'S RESOLUTIONS

The Scheme's backbone - Meetings of Owners, Annual General Meetings, (**AGM's**) and Special General Meetings (**SGM's**). Urgent meetings. Agenda for meetings. Remote meetings. Proxies. Owners right to call Meetings. Ordinary, Special and Unanimous resolutions of Owners. When an AGM does not have to be held.

TOPIC BREAKDOWN

- Meetings of Owners of the Body Corporate – **STSMA S6**
- Where the meetings of Owners must be held – **PMR 15(4)**
- What the notice of an Owners meeting must contain – **PMR 15(3) and 17(7)**
- How many days' notice must be given of an Owners meeting and urgent Owner's meetings – **STSMA S6(2), PMR 15(1)(7)**
- How to properly deliver notice to the Owners and other parties of a Meeting of Owners – **STSMA S6(3 and 4) and PMR 4 and 15(1,2,6)**
- The consequences of not giving proper notice of an Owners Meeting **PMR 15(8,9)**
- What is a quorum for an Owners Meeting and adjournment of an Owners Meeting – **PMR 19(2,4)**
- Sections owned by the Developer or the Body Corporate – **PMR 19(2,3)**
- Who may attend and speak at Owners meetings – **PMR 15(1)**
- In what circumstances and for what type of resolutions is an Owner not entitled to vote – **PMR 20(2)**
- Keeping strictly to the agenda of an Owners Special General Meeting – **PMR 17(6)**
- Keeping strictly to the agenda of an Owners Annual General Meeting – **PMR 17(6)(j)**
- Order to the Meeting – The Chairpersons role at an Owners Meeting – **PMR 18**
- Holding Owners Meetings remotely and electronically – **PMR 17(10)**
- Special Rules applying to Special and Unanimous resolutions obtained at Owners Meetings – **STSMA S6(2,3,4,8,9) and PMR 17(7b)**
- When does an AGM not have to be held – **PMR 17(2)**
- Brushing up on Proxies - Everything you need to know – **STSMA S6(5) and PMR 20(5,6)**
- Approval and reporting of the 10-year maintenance plan at the AGM - **PMR 22(3,4)**
- Can the Owners in the Scheme call an Owners Meeting and how do they go about it – **PMR 17(4)**
- When and how to approach the CSOS for a Unanimous/Special resolution – **STSMA S6(9) and the CSOS Form**
- When the Owners choose not to meet - Round robin resolutions of Owners for Ordinary, Special and Unanimous resolutions – **STSMA S1 and PMR 17(9)**

MONTH 3

TRUSTEES

All about being a Trustee. A Trustees fiduciary duty. Who may be a Trustee. When you cease to be a Trustee. Nominating Trustees. Replacement Trustees. Paying Trustees. Indemnification of Trustees. General Powers of Trustees. Trustees signing documents. Trustees Meetings and urgent Trustee Meetings. The Chairperson. Remote meetings. The Chairperson's casting vote. Voting disqualifications. Round-Robin Resolutions. Payment. CSOS Act duties. The Trustees AGM report.

TOPIC BREAKDOWN

- Trustees of the Body Corporate – **STSMA S7**
- Acting in good faith and avoiding material conflicts - The fiduciary position of Trustees – **STSMA S8 and PMR 6(3)**
- Restrictions and directions on Trustees – **STSMA S7(1)**
- Who may and may not be a Trustee – **PMR 6(1,2)**
- When does a Trustee cease to hold office – **PMR 6(4)**
- How to nominate a Trustee – **PMR 7(1,2,3,4)**
- When and how to appoint a replacement Trustee – **PMR 7(5,6,7)**
- Can a trustee be paid a fee and be refunded for disbursements – **PMR 8(1,2,3)**
- Indemnification of Trustees – **PMR 8(4)**
- General powers of Trustees – **PMR 9**
- The signing of documents by Trustees and clearance certificates – **PMR 10**
- Calling of Trustees Meetings and urgent Trustees meetings – **PMR 11(1,2)**
- Who may attend Trustees Meetings – **PMR 11(3)**
- Owners requesting to be notified of Trustees meetings – **PMR 11(4)**
- Holding Trustees Meetings remotely and electronically – **PMR 11(5)**
- Everything you need to know about being the Chairperson of the Trustees – **PMR 12**
- The Chairpersons casting vote – **PMR 14(2)**
- Quorums for Trustees Meetings – **PMR 13**
- Voting at Trustees Meetings and when a Trustee is disqualified from Voting – **PMR 14(1,2,3)**
- Round Robin resolutions of Trustees – **PMR 14(4)**
- The CSOS Regulations, Duties of Scheme Executives - **CSOSA Regulation 14**
- The Trustees report at the AGM – **PMR 26(1)(f)**

MONTH 4

BEING AN OWNER IN A SECTIONAL TITLE SCHEME

Being an Owner in a Sectional Title Scheme. Owner's duties. An Owner repairing, maintaining and altering a Section. Neighbouring Owners claims. Owners' insurance claims. Owners taking additional insurance. Proper usage of the Common Property. Not causing a nuisance. Owners using their Sections for the intended purpose. Pre-paid electricity in my Section. Abiding the By-Laws. Owners altering their Sections. The old harmonious appearance Rule. Placing structures in Exclusive Use Areas. The Geyser anomaly. The Body Corporate can repair an Owners Section. Recovering levies from Owners.

TOPIC BREAKDOWN

- Duties of Owners – **STSMA S13 and PMR 30**
- An Owner repairing and maintaining his Section – **STSMA S13(1)(a,b,c)**
- An Owner making alterations to his Section/Exclusive Use Area and compliance with Municipal requirements – **PMR 30(d)**
- Neighbours claims against an Owner for repair, maintenance and damages
- Can an Owner insure his Section for risks not covered by the Body Corporates insurers – **STSMA S14**
- Interference, using the Common Property so as not to interfere with other Owner's usage – **STSMA S13(1)(d) and PMR 30(a)**
- Nuisance, not using a Section/Exclusive Use Area in manner which causes a nuisance – **STSMA S13(1)(e) and PMR 30(b)**
- Not using a Section/Exclusive Use Areas for its intended purpose other than as shown on the Sectional Plans, building plans, by-laws, Rules of the Scheme and as appears from the construction and layout of the Scheme – **STSMA S13(1)(g) and PMR 30(f)**
- Installing pre-paid electricity in my Section
- An Owner must not contravene any laws, by-laws and conditions of title of his Section/Exclusive Use Area – **PMR 30(c)**
- The old harmonious appearance Rule – An Owner can't do anything to his Section/Exclusive Use Area that will affect the value/utility of another Section/Exclusive Use Area – **PMR 30(e)**
- Can an Owner construct or place a structure on his Exclusive Use Area – **PMR 30(g)**
- The Geyser anomaly – An Owner must maintain and repairs his geyser which services his Section and Exclusive Use Area and pay insurances excesses – **PMR 31(1)**
- When can the Body Corporate carry out repairs to an Owners Section against the Owners will – **STSMA S13(1)(a) PMR 31(2)**
- Recovering arrear levies from Owners – What tools does the Body Corporate have in their kit bag, arrear collection charges, penalties, termination of electricity, sequestration, etc.
- Providing the Owner with a statement – **PMR 25 (7)**

MONTH 5

THE MANAGEMENT AND CONDUCT RULES

What does the STSMA say about Rules. The purpose of the Scheme's Rules. The Trustees must enforce the Rules. The types of Owner's resolutions that are required to change the Rules. What is the CSOS's role in regard to your Rules. What CSOS needs to approve your new Rules. 10 days to lodge Rules at the CSOS. Rules which confer Exclusive Use Areas. Rules under the 1971 and 1986 Sectional Titles Acts. An Owner must ensure his Tenant complies with the Rules. Typical Rules. Specific Rules that your Scheme may require.

TOPIC BREAKDOWN

- Rules – **STSMA S10**
- What exactly is the purpose of the Management and Conduct Rules – **STSMA S10(2)**
- The Trustees must do all things reasonably necessary to enforce the Rules – **STSMA S4(i)**
- What type of Owners resolution is required to change Rules – **STSMA S10(2)**
- What must be sent to CSOS to approve new Rules – **STSMA S10(5)**
- What CSOS considers before certifying new Rules – **STSMA S10(5)(b)**
- Notification of amended rules to be lodged at CSOS with 10 days of resolution – **PMR 27(1)(a)**
- What the Body Corporate must compile and keep in regard to the Rules – **PMR 27(1)(b)**
- Rules which confer the right of Exclusive Use of Common Property to Owners – **STSMA S7,8**
- The status of altered and unaltered Rules under the repealed Sectional Titles Act, 1971
- The status of altered and unaltered Rules under the Sectional Titles Act, 1986 – **STSMA S10**
- Owners' obligation to ensure Tenants compliance with the Conduct Rules – **PMR 3(2)**
- Typical Rules for a residential Sectional Title Scheme
- Does your Scheme need these specific Rules:
 - ✓ Short term leasing/Airbnb
 - ✓ Alterations and renovations
 - ✓ Businesses from home
 - ✓ Generators, Invertors and Solar Panels
 - ✓ Slaughtering of animals
 - ✓ Use of Cannabis
 - ✓ POPIA and PAIA

MONTH 6

THE ADMINISTRATIVE FUND AND LEVIES

The administrative fund, what is it for, its establishment, its budget, paying money out of the administrative fund, separate books of account, separate bank account. Understanding an example of an administrative fund budget.

Levies and special levies. Determining and raising levies. When do levies become due. Special levies. Levy certificate. Payment of levies in terms of the participation quota. No Vote if levies outstanding. The prohibition on refunding levies. Increase of levies for the administrative and reserve fund by 10%. Giving Owners written notice of their contributions. Charging Interest. Recouping legal costs from Owners. The clearance certificate and Section 15B(3) of the Sectional Titles Act.

TOPIC BREAKDOWN

The Administrative Fund

- What is the administrative fund for and its establishment – **STSMA S3(1)(a)**
- The preparation of the administrative fund budget – **PMR 26(1)(e)**
- The approval of the administrative fund budget at the AGM – **PMR 17(6)(j)**
- When and what monies must be paid into and out of the administrative fund – **PMR 24(1,4)**
- The requirement of separate books of account for the administrative fund – **PMR 26(1)(b)**
- The requirement of a separate bank account for the administrative fund – **PMR 26(1)(b)**
- Investment of administrative fund monies – **STSMA S4(g)**
- An example of an administrative fund budget

Levies and Special Levies (ALL applicable to the administrative and reserve funds)

- The requirement to contribute – **STSMA S3(1)(c)**
- Determining and raising levies – **STSMA S3(1)(e,f)**
- When do levies become payable, passing of Trustees resolution
- Special levies, when can they be raised and when do they become payable – **STSMA S3(3,4) and PMR21(3)(a)**
- Levy Certificate - **STSMA S3(5)**
- Payment of levies in terms of the participation quota – **STSMA S11**
- No vote at Owner's meetings for ordinary resolutions, if Owner has a judgment for payment of levies – **PMR 20(2)**
- The prohibition on refunding levies – **PMR 21(2)(b)**
- At expiry of financial year, Owners liable for same levies – **PMR 25(3)**

- Increase of levies for administrative and reserve fund by 10% at the end of the financial year – ***PMR 21(3)(b)***
- Giving Owners written notice of their contributions – ***PMR 25(1)***
- Final notice to Owners of their contributions ***PMR 25(2)***
- Resolution for interest on overdue amounts – ***PMR 21(3)(c)***
- Legal costs taxed or consented to – ***PMR 25(4)***
- Debiting an Owners account with other amounts – ***PMR 25(5)***
- Clearance certificates and Section 15B(3) of the STA – ***STA S15B(3)(a)(i)(aa)***

MONTH 7

THE RESERVE FUND AND THE 10 YEAR MAINTENANCE PLAN

The reserve fund, what is it for, its budget and bank account. The minimum amount for the reserve fund. Investment of reserve fund monies. What monies must be paid into the reserve fund. When and what monies can money be paid out of the reserve fund.

The maintenance, repair and replacement plan. What is it. What must it set out. The formula to calculate the cost of maintaining a major capital asset. When does the 10-year maintenance plan take effect.

TOPIC BREAKDOWN

The reserve fund

- What is the reserve fund for – **ST SMA S3(1)(b) and PMR 24(2)**
- The establishment of the reserve fund – **ST SMA S3(1)(b)**
- The minimum amounts for the reserve fund – **ST SMA Regulation 2**
- The approval of the reserve fund budget at the AGM – **PMR 17(6)(j)**
- Investment of reserve fund monies – **PMR 21(3)(d)**
- What monies must be paid into the reserve fund - **PMR 24(3)**
- When and what monies can money be paid out of the reserve fund – **PMR 24(5)**
- The preparation of the reserve fund budget – **PMR 26(1)(e)**
- The requirement of separate books of account for the reserve fund – **PMR 26(1)(b)**
- The requirement of a separate bank account for the reserve fund – **PMR 26(1)(b)**
- An example of a reserve fund budget

The 10-year maintenance, repair and replacement plan

- The maintenance, repair and replacement plan - **PMR 22**
- What must the 10-year maintenance plan set out - **PMR 22(1)**
- The formula to calculate the cost of maintaining a major capital asset – **PMR 22(2)**
- When does the 10-year maintenance plan take effect - **PMR 22(3)**
- An example of a 10-year maintenance plan

MONTH 8

INSURANCE

Everything you need to know about the insurance requirements of the Body Corporate. What the Owner can insure the Section for. Approval of the Section replacement values at the AGM and the insurance cover. What must be done every 3 years. Public liability insurance and how much cover is needed. Insurance for risk of loss of funds and how much cover is needed. Keeping of insurance records. Using reserve fund monies for insurance obligations. Disclaimer signage and protection and insurance for the COVID pandemic.

TOPIC BREAKDOWN

- Insurance for fire and other risks, a function of the Body Corporate - **ST SMA S3(1)(h)**
- The Owners can determine what other risks they wish to insure against - **ST SMA S3(1)(i)**
- An Owner can insure the Section for risks not covered by the Body Corporate insurers – **ST SMA S14(1)**
- Other risks that the Body corporate may insure in respect of – **ST SMA Regulation 3 and PMR 23(8)**
- Approval of the Section replacement values at the AGM – **PMR 17(6)(j)(ii)**
- Determine the extent of the insurance cover at the AGM – **PMR 17(6)(j)(iii)**
- What must the policies of the Body Corporate cover - **PMR 23(1)(a)**
- The policies must specify replacement values and excesses - **PMR 23(1)(b,e)**
- What Owners are responsible for in regard to insurance - **PMR 23(2)**
- The 3-year obligation - **PMR 23(3)**
- What is public liability insurance and how much cover is needed - **PMR 23(6)**
- What is insurance for risk of loss of funds and how much cover is needed - **PMR 23(7) and CSOSA Regulation 15**
- The obligation to keep insurance records - **PMR 27(3)(j)**
- Providing insurance records – **ST SMA 3(1)(s) and PMR 27(3)(j)**
- Payment back into the reserve fund of monies received from the insurer for Common Property - **PMR 24(3)(b)**
- Money may be paid out of the reserve fund to enable the Body Corporate to insure property it is required to - **PMR 24(5)(b)(iv)**
- The annual financial statements must include analyses of insurance premiums, payments received, policy expiry dates - **PMR 26(1)(c)(v)**
- Disclaimer signage and protection and insurance for infectious diseases

MONTH 9

FINANCIAL MANAGEMENT

The Body Corporate bank accounts. The Body Corporates domicillium address. Appointing agents and Employees. Borrowing monies. Lending monies. Financial year end. Governance documents and records. Inspection of records by Owners. Keeping of records for 6 years. The Body Corporates audit and the audited financials. The POPIA and PAIA obligations of the Body Corporate.

TOPIC BREAKDOWN

- The Body Corporate must open and operate a bank account – ***ST SMA S3(1)(g) and PMR 21(4)***
- Notification of the Body Corporates domicillium address – ***ST SMA S3(1)(o) and PMR 4***
- Appointment of agents and Employees to assist the body Corporate – ***ST SMA S4(a) and PMR 9(d)***
- Borrowing of monies by the Body Corporate and securing payment by notarial bond over unpaid contributions – ***ST SMA S4(e,f)***
- The circumstances under which the Body Corporate can lend money to a third party – ***PMR 21(2)(a)***
- The financial year end of the Body Corporate – ***PMR 21(1)***
- A Body Corporate must keep proper books of account – ***PMR 26(1)(a)***
- A Body Corporate must prepare annual financial statements – ***PMR 26(1)(c)***
- The records a Body Corporate must prepare and update – ***PMR 27(2)***
- The records a Body Corporate must obtain and keep – ***PMR 27(3)***
- Inspection of records by Owners and bondholders – ***PMR 26(2) and 27(4,5,6)***
- Keeping of books of account and financial records for 6 years – ***PMR 26(3)***
- Audited financials to be presented at the AGM within 4 months of the financial year end – ***PMR 26(4)***
- Who carries out the yearly audit of the Body Corporate, what must it contain and when must it be completed – ***PMR 26(5)***
- The POPIA and PAIA obligations of the Body Corporate

MONTH 10

OTHER PARTIES

Developers, Administrators, Managing Agents and Executive Managing Agents.

TOPIC BREAKDOWN

Developers

- The STSMA's definition of a Developer – **STSMA S1**
- When does the Developer cease to be a member of the Body Corporate – **STSMA S2(2)**
- When must the Developer convene a meeting of the Owners and what must be done at the meeting – **STSMA S2(8,9) and PMR16**
- Criminal offences of a Developer – **STSMA S2(10)**
- Developer who is the holder of a future development right, obligation to make contributions – **STSMA S3(1)(d)**
- Limitation on what Rules a Developer can make – **STSMA S11(2)(c)**
- Is the Body Corporate liable for the debts of the Developer – **STSMA S15(2)**
- What Rules the Developer can make when he opens the Sectional title register – **STSMA Regulation 6**
- When is the Developer the chairman of the Trustees – **PMR12(2)**
- At general meetings of Owners, the values of the Developers votes is not to be taken into account to constitute a quorum – **PMR19(2)**

Administrators

- Administrators of Sectional title schemes – **STSMA S16**

Managing Agents

- Definition of a Managing Agent – **STSMA Regulation 1 and PMR2**
- Appointment and duties of a Managing Agent – **STSMA S28(5)**
- Period of and cancellation of a Managing Agents contract – **PMR28(7,8)**
- Handover of documents by a Managing Agent on termination – **PMR 27(7)**
- Can the Managing Agent and their Employees be Trustees – **PMR6(2)**
- Body corporates Trustee indemnification does not extend to a Trustee who is the Managing Agent – **PMR8(4)**
- Can the Managing Agent sign documents and clearance certificates for the Body Corporate – **PMR10**
- Managing Agents may attend Trustees meetings and may speak – **PMR11(3)**
- Managing Agents may attend Owner's meetings and may speak – **PMR15(5)**
- Can a Managing Agent hold a proxy – **PMR20(6)**

Executive Managing Agents

- Definition of an Executive Managing Agent – ***PMR 2***
- If a Scheme has an Executive Managing Agent, must they still have Trustees – ***PMR 17(6)(j)(vii)***
- How is an Executive Managing Agent appointed – ***PMR 28(1,2)***
- Duties and obligations of an Executive Managing Agent ***PMR 28(3)***
- Reporting by an Executive Managing Agent – ***PMR 28(4)***

MONTH 11

COMMON PROPERTY

Common Property. Improvements. Meters. Solar Power. Exclusive Use Areas. Extension of Sections.

TOPIC BREAKDOWN

Common Property

- What is Common Property and the definition – **ST SMA S1 and STA S1**
- The control, administration and management of the Common Property – **ST SMA S2(5) and S3(1)(t)**
- Maintaining the Common Property in a state of good and serviceable repair – **ST SMA S3(1)(l)**
- Compliance with laws relating to the Common Property – **ST SMA S3(1)(p)**
- Maintenance of Common Property fixtures – **ST SMA S3(1)(q)**
- Maintenance of pipes and wires – **ST SMA S3(1)(r) and S13(1)(a)**
- Purchase of moveable items for the Common Property – **ST SMA S4(c)**
- Maintaining of lawns on the Common Property – **ST SMA S4(d)**
- Letting Common Property – **ST SMA S4(h)**
- Long-term letting and alienation of Common Property – **ST SMA S5(1)(a)**
- Purchasing of land to extend the Common Property – **ST SMA S5(1)(d)**
- The Rules are primarily for the regulation of the Common Property – **ST SMA S10(2)**
- The participation quota determines the Owners share in the Common Property – **ST SMA S11(1)**
- Expropriation of Common Property – **ST SMA S12**
- How Common Property must be used – **ST SMA S13(1)(d)**
- The 10-year maintenance plan for the Common Property – **PMR 22(1)**
- Public liability insurance for the Common Property – **ST SMA S23(6)**
- Owner's use of Common Property not to cause interference – **PMR 30(a)**
- Owner's alterations not to interfere with use and enjoyment of Common Property – **PMR 30(d)**
- Maintenance and insurance of the Geyser which serves the Section and Exclusive Use Area of an Owner (situate on Common Property) – **PMR 31(1)**
- Actions which threaten the stability of the Common Property and safety of the building – **PMR 31(2)**

Improvements

- Not reasonably necessary (luxurious) improvements to Common Property – **PMR 29(1)**
- Reasonably necessary (non-luxurious) improvements to Common Property – **PMR 29(2)**

Meters

- Installation of separate meters for Sections and Exclusive Use Areas for electricity, water and gas – **PMR 29(3)**
- Separate pre-paid meters for Sections and Exclusive Use Areas – **PMR 29(4)**

Solar Power

- Use of solar power by Owners and by the Body Corporate in Sectional Title Schemes

Exclusive use Areas

- Definition of Exclusive Use Areas – **STSMA S1**
- Additional levies for Exclusive Use Areas – **STSMA S3(1)(c)**
- Ceding Exclusive Use Areas to Owners – **STSMA S5(1)(e)**
- Cancelling of ceded Exclusive Use Areas – **STSMA S5(1)(f)**
- Conduct Rules which confer Exclusive Use Areas – **STSMA S10(7)**
- The obligation on an owner to keep his Exclusive Use Areas in a clean and neat condition – **STSMA S13(1)(c)**
- PMR30, Owners' obligations apply to Exclusive Use Areas – **PMR 30**
- Can an Owner construct or place a building structure or building improvement on an Exclusive Use Area – **PMR 30)(g)**
- External appearance of Exclusive Use Areas - **Prescribed Conduct Rule 5(1)**

Extension of Sections

- Explaining how an Owner goes about extending his Section – **STA S24**

MONTH 12

THE CSOS

Applications, Conciliations, Adjudications and Orders of the CSOS. Functions of the CSOS. Forms to submit and fees to pay to the CSOS.

TOPIC BREAKDOWN

General

- Functions of the CSOS – **CSOSA S4**
- Offences in terms of the CSOSA – **CSOSA S34**

The CSOS levy and the CSOS levy Regulations

- Levies payable to the CSOS, when and how much – **CSOSA S29(1)(b), 59(a) and CSOSA Regulation 11**
- The CSOS levy Regulations – **CSOSA Regulations**

Applications to the CSOS

- Application to the CSOS, what the application must include – **CSOSA S38**
- What relief the CSOS can be approached for – **CSOSA S39**
- The CSOS may require further information and evidence of internal dispute resolution – **CSOSA S40**
- Time limit on certain applications to the CSOS – **CSOSA S41**
- What applications the CSOS must reject – **CSOSA S42**
- Notification by the CSOS to affected parties of the application inviting written submissions – **CSOSA S43**
- Notice to the applicant to respond to the written submissions – **CSOSA S44**
- Can the Applicant amend the application – **CSOSA S45**
- Time to consider Conciliation – **CSOSA S47**
- Referral to adjudication – **CSOSA S48**
- Payment required, paying the R100 adjudication fee – **CSOSA S49**
- Investigation by Adjudicator when considering the application – **CSOSA S50,51**
- Legal representation, when is it allowed – **CSOSA S52**
- The Adjudicators order – **CSOSA S53,54**
- Delivery of the order made – **CSOSA S55**
- Enforcing your CSOS order at Court – **CSOSA S56**
- Appealing the CSOS order, when and where – **CSOSA S57**

The CSOS Regulations and Practice Directives

- A glimpse over the CSOSA Regulations and Practice Directives

Forms to file with the CSOS

- CS1 – Registration of Scheme – **CSOSA Regulation 18(3) and CSOSA Regulations annexures**
- CS1A – Amendment of particulars of Scheme - **CSOSA Regulations annexures**
- CS2 - Annual return – **CSOSA – S59(b) and CSOSA Regulation 18(1)**
- Application for dispute resolution
- Application for approval of a Special/Unanimous resolution
- Form A – Notification of Body Corporates address – **STSMA S3(1)(o)**
- Form B – Notification of amendment of Rules – **STSMA S10(5)(a)**
- Form C – Appointment of Proxy – **PMR 20(5)**

We look forward to seeing you all at the Trustees Training!

Yours faithfully

ALAN LEVY ATTORNEYS INC.

[sent electronically and therefore unsigned]