Royal Haven Body Corporate

CONDUCT RULES FOR THE SCHEME KNOWN AS ROYAL HAVEN, SITUATED AT JEUGD STREET, MONTANA.

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DEFINITIONS

GENERAL

Words signifying the singular shall include the plural and vice versa. Words implying one gender shall include the other. The word "resident" shall include the owner and / or tenant.

The clause headings have been inserted for reference purposes only and shall not be considered in any interpretation.

Words defined in the Sectional Titles Act, Act 95 of 1986, as amended, the Sectional Titles Schemes Management Act, Act 8 of 2011 and Community Schemes Ombud Service Act, Act 9 of 2011 shall, unless specifically defined in terms hereof, bear the meaning designed to them in the legislation in which they are so defined.

"THE SECTIONAL TITLES ACT / THE ACT"

The Sectional Titles Act No 95 of 1986, as amended and / or the Sectional Titles Schemes Management Act, Act 8 of 2011 and / or Community Schemes Ombud Service Act, Act 9 of 2011 as well as all regulations thereunder.

"THE BODY CORPORATE"

The Body Corporate as contemplated in the Act.

"EXCLUSIVE USE AREAS"

Those portions of the common property, whether fenced off or not, as being intended for the exclusive use of the resident of that section.

"SECTION"

The unit townhouse registered for residential purposes.

"COMMON PROPERTY"

The common property as shown in the Sectional Title Plans and may include the common property zoned as exclusive use areas.

"OWNER"

The registered owner(s) of unit(s), who are also responsible for their families, servants, visitors, tenants and/or residents that may be in the complex.

"RESIDENT / OCCUPIER"

Any person residing at the unit on a permanent basis and may include the owner not residing at the unit.

"CSOS"

Community Schemes Ombud Service – the Ombudsman for Community Schemes

"TRUSTEES"

The Trustees as contemplated in the Act.

"TERRAIN MANAGER"

Shall include terrain manager, caretaker, superintendent or any person appointed by the Trustees to implement supervision and control of the complex.

"GARDEN MANAGER"

The Garden Manager as appointed by the Trustees to manage the common gardens and supervise the garden workers. The position may refer to the Terrain Manager.

"MANAGING AGENT"

The Managing Agent as appointed by the Trustees from time to time, to administer the affairs of the Body Corporate.

"COMPLEX / SCHEME"

Refers to the ROYAL HAVEN Body Corporate, including buildings, gardens, exclusive use areas, perimeter walls and common property.

"PROPERTY"

Property known as ROYAL HAVEN Body Corporate.

"APPROVAL"

Refers to all and any approval an owner / resident / tenant must obtain. All and any approval must be from the Trustees and must be in writing on an official ROYAL HAVEN or Managing Agent letterhead. No verbal approval is valid. Should a query arise at a later stage, it is the responsibility of the owner to provide the Trustees with said written approval.

INTRODUCTION

- 1. The Conduct Rules which are set out below are binding on all owners and all persons occupying any section or communal area who, in turn, are responsible for ensuring that members of their families and their tenants, invitees and servants comply with the Conduct Rules.
- 2. Happy and satisfying community living is achieved when owners and residents use and enjoy their sections and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the Conduct Rules and general consideration by owners and residents for each person lawfully on the property will greatly assist in achieving a happy and peaceful community.
- 3. In the event of annoyance, aggravation, disputes or complaints occurring between owners or occupants, an attempt, in good faith, should be made by the parties concerned to negotiate and settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties, only then should the matter be brought to the attention of the Trustees, in writing. The Trustees may require a complaint to be submitted to them in the form of an affidavit, together with any supporting evidence or additional documents, before consideration. In the case the Trustees cannot resolve the matter, the Trustees may advise the complainant to refer the matter to CSOS (https://www.csos.org.za/) or other relevant entity duly appointed and authorized to attend to relevant complaints.
- 4. In the event of any conflict between the Conduct Rules and the Management Rules (Annexure 1 of the Sectional Titles Schemes Management Act, Act 8 of 2011), the Management Rules shall prevail.

5. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 5.1 There must be compliance with all road signs and markings on the common property.
- 5.2 The maximum speed limit is set at 15km/h and residents and visitors must adhere to the speed limit at all times.
- 5.3. Driving and parking of all vehicles within the common property should occur in such a manner as to not create a nuisance or be an endangerment to the safety of residents and visitors. Cyclists must wear protective gear e.g. helmets and must adhere to all road safety rules.
- 5.3 No unlicensed person may drive any vehicle within the common property.
- 5.4 No vehicles exceeding 3 (three) tons will be allowed to enter the complex (except emergency vehicles such as fire trucks during an emergency).
- 5.5 Hooters shall not be sounded within the common property other than in emergencies.
- 5.6 Only one vehicle is allowed per unit and the vehicle may only be parked on its allocated parking bay. Vehicles must be parked in such a way that the flow of traffic, as well as the access and egress from other parking bays are not obstructed. One vehicle may not occupy two parking bays.
- 5.7 Damaged vehicles, vehicles that are not in general use, vehicles that leak oil or brake fluid onto the common property or are not roadworthy, may not be parked on the common property and / or exclusive use areas other than for short periods as may be approved, in writing, by the Trustees.
- 5.8 No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property and / or exclusive use areas.
- 5.9 No person may dismantle or effect major repairs to any vehicle on any portion of the common property and / or exclusive use areas.
- 5.10 Any vehicle parked, abandoned or standing on the common property and / or exclusive use areas, in contravention of these rules (5.4, 5.6, 5.7 and 5.8) may be removed or towed away at the risk and expense of the owner of the vehicle and / or the owner of the unit to which the vehicle is associated.
- 5.11 An owner or occupier of a section shall ensure that an exclusive use area for parking purposes is not used by him, his visitors or his guests unless that owner or occupier is entitled to use such exclusive use area.
- 5.12 Parking of vehicles on the common property and / or exclusive use areas is subject to the express condition that every vehicle is parked at the owner's risk and responsibility. No liability shall be attached to the Body Corporate or its Agent or any of their employees for any loss or damage of whatever nature, which the owner or any person claiming through him, may suffer in consequence of his vehicle having been parked on the common property and / or exclusive use areas.
- 5.13 Parking bays may only used to park a vehicle / motor cycle and only one vehicle / motor cycle may occupy a parking bay.
- 5.14 Vehicles not in general use must always be kept in a neat and clean condition. Accident damaged vehicles may not be parked / stored on the common property or exclusive use areas.

- 5.15 Trucks exceeding 3 tons axle mass and furniture removal vans are not allowed inside and must be parked outside.
- 5.16 For safety and security purposes, please wait for the gate to close behind you before proceeding.
- 5.17 The visitor's parking:
 - (a) Is for the use of visitors only.
 - (b) Resident's may not park additional vehicles in the visitor's parking.
 - (c) May incur additional charges if a vehicle is parked overnight. The additional charge will be debited to the owner's account without prior notice. The charge is currently set at R 200.00 per vehicle per night and may change from time to time.

6. **LAUNDRY**

- 6.1 Laundry may only be hung in the designated laundry areas. No laundry, carpets or other items may be hung on perimeter walls, rails, walkways, or from windows.
- 6.2 Any item hung out to dry is done so at the sole risk of the owner thereof.

7. REFUSE DISPOSAL

- 7.1 An owner or occupier of a section must place refuse in sealed bags and the bags must be placed inside the refuse bins. Refuse may not be emptied directly into these refuse bins. Refuse bags may not be placed or stored overnight outside units, on walkways or stairs but must always be placed in the refuse bins in the refuse bin area.
- 7.2 An owner is not allowed to dispose of nappies, wet wipes, other sanitary items or other items by flushing it down the toilet, as this leads to unwanted blockages. The costs involved to unblock or fix any resulting damages shall be borne by the owner or occupier of the section concerned. These items should be placed in a plastic bag and thrown out with the refuse.

8. NOISE

- 8.1 An owner or occupier of a section shall ensure that he and his visitors or guests do not make undue loud noise(s).
- 8.2 Noise is to be kept to minimum and must cease punctually as follows:

Monday to Thursdays - 20:00
Fridays - 22:00
Saturdays - 22:00

Sunday - No noise allowed

8.3 No firing or setting off firearms, explosives or fireworks are allowed within the complex.

9. WASHING OF VEHICLES

9.1 No vehicles, motorcycles, bicycles or other items may be washed on the common property and / or from communal taps.

10. **PETS**

10.1 Prior permission to house pets within a section must be obtained from the Trustees in writing. The Trustees are empowered to consider such requests on merit and with due regard to Municipal by-laws and the interests of other owners.

The Trustees may prescribe any reasonable condition when granting such an application. Any permission given by the Trustees to keep pets may be revoked at any stage by the Trustees in their discretion.

- 10.2 Pets may not cause unnecessary disturbance at any time.
- 10.3 Owners or occupiers shall be responsible, daily, to ensure that their pets are not responsible for unaesthetic and/ or unhygienic conditions at the unit, including the removal of their animal's excrements within the common property or individual private sections.
- 10.4 Pets shall be leashed and properly supervised when on the common property or otherwise confined to the owner's section. The Terrain Manager will inform the Trustee and owner when clean-up operations have been necessitated by their pets.
- 10.5 Consent will only be given for pets that have been spayed / neutered / sterilized. Applications for consent to keep a pet under 6 (six) months of age and which may reasonably be approved in accordance with these rules, will only be granted on condition that the pet is spayed / neutered / sterilized before or when the pet(s) reaches 6 (six) months of age. Failure to have this pet(s) spayed / neutered / sterilized will result in the consent being revoked with immediate effect.
- 10.6 Vicious or dangerous animals of any kind may not be kept on the property and hyperactive dogs, e.g. certain terrier breeds, and / or breeds exceeding 35cm in height when grown will not be allowed in the complex.
- 10.7 Aviaries are not permitted without the prior written consent of the Trustees.
- 10.8 An owner or occupier shall ensure that his animals wear collars, bearing identification tags or discs showing the addresses and telephone numbers of the owner.
- 10.9 Only 2 (two) pets are allowed per unit and may only be kept with prior written permission from the Trustees. Should a pet pass away, the pet may not be replaced without prior written consent from the Trustees.
- 10.10 Any pet found unaccompanied or unidentified on the common property or otherwise in contravention of these rules may be removed by the Trustees. Costs incurred as a result of such removal, such as capture and pound fees, shall be borne by the owner or occupier of the section where the pet was accommodated or by the owner of the pet concerned. The Body Corporate and the Trustees shall not be liable for any injury to any pet thus removed or for any other loss so incurred by the owner or occupier or any other person.
- 10.12 To obtain consent to keep a pet(s), the resident / owner is requested to complete the attached form (Appendix "A") and hand it to the Terrain Manager / Caretaker / Trustees / Managing Agent. The resident / owner has only obtained consent to keep a pet(s) once they have received confirmation, in writing, from the trustees that the pet(s) may be kept. Reasonable conditions may accompany the consent and if not adhered to, the consent may be revoked.

11. DOMESTIC- AND FRAIL CARE WORKERS

11.1 An owner or occupier shall:

- (a) Be responsible for the activities and conduct of his workers and shall ensure that his workers understand and comply with all rules, legislation or local by-laws affecting the scheme:
- (b) Ensure that his workers do not loiter on the common property;
- (c) Ensure that his workers do not cause undue noise within his section or on the common property;
- (d) Any owner or occupier of a section whose worker consistently fails to abide by the Conduct Rules may be required to remove such worker from the property and will not be allowed to return if instructed so by the Trustees;
- (e) No owner or occupier of a section may request personal duties to be performed by any member of staff employed by the Body Corporate during working hours. Arrangements after working hours are regarded as a private matter between the owner or occupier and member of staff.

12. INTERIOR OF SECTIONS

- 12.1 Any interior renovations, such as re-tiling, installation of cupboards, painting etc. must be carried out at reasonable hours and shall not cause any undue disturbance to owners or occupiers of neighboring sections. An owner or occupier of a section shall however, not be entitled to interfere with electrical installations and plug points.
- 12.2 Interior repairs and maintenance of a section of whatever nature are the responsibility of the owner or occupier of that section. Neither the Terrain Manager, if any, nor the managing agents, nor any employee of the Body Corporate are liable or may be required to attend such matters.
- 12.3 No interior alterations to a unit as allowed to ensure no structural damage is caused to a unit.

13. EXTERIOR OF BUILDINGS (DAMAGE, ALTERATIONS OR ADDITIONS)

- 13.1 No radio or television aerials or satellite dishes may be attached to the exterior of the building without the written permission of Trustees.
- 13.2 Requests for consent in terms of rule 13.1 shall be made in writing to the Trustees and shall be accompanied by plans and specifications of the radio or television aerials or satellite dishes.
- 13.4 An owner or occupier of a section may not place any decorations or potted plants to the exterior of his section or the walkways and common property and must apply to the Trustees, in writing, for written approval of such decorations or potted plants. If approved, the owner or occupier of the section must maintain such in a state of good order and repair.
- 13.5 If an owner or occupier of a section fails to comply with the provisions of rule 13.4 and such failure persists for a period of 30 (thirty) days after a written notice to repair or maintain given by the Trustees or the Managing Agents, the Body Corporate shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the costs of so doing from such owner or occupier.
- 13.6 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.

- 13.9 An owner or person authorized by him may install:
 - (a) Any locking device, safety gate, burglar bars or other safety device for the protection of this 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 device and the manner of installation.
- 13.10 In the event of transfer of ownership the new owner must comply to any conditions imposed on the previous owner or occupier (Sections 13.4 and 13.7).
- 13.11 No alterations may be made to the common property without the consent of the members of the Body Corporate, obtained at a special general meeting via a special resolution.

14. APPEARANCE FROM OUTSIDE

- 14.1 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 reasonable discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 14.2 No satellite-TV dishes and / or aerials, solar installations, skylights or any other visual intrusions may be installed without the written permission of the Trustees.
- 14.3 Washing (laundry) may only be hung only within designated areas.

15. SIGNS AND NOTICES

15.1 No owner or occupier of a section, shall place or allow to be placed 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 prior written consent of the Trustees.

16. **LITTERING**

- 16.1 An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited of thrown on the common property any rubbish, cigarette butts, food scraps or any other litter whatsoever.
- 16.2 Glass or glass bottles may not be left on any common property area.
- 16.3 Cardboard boxes are to be flattened and placed behind the refuse bins.
- 16.4 No refuse other than normal daily household refuse may be placed in the refuse bins.

17. STORAGE OR HAZARDOUS MATERIAL

17.1 An owner or occupier of a section shall not store or permit or allow to be stored any flammable, explosive or otherwise hazardous material on the common property.

18. **LETTING OF UNITS**

18.1 The owner of a section shall be obliged to ensure that any tenant of his section or other persons granted rights of occupancy by him is obliged to comply with these Conduct

- Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 18.2 An owner of a section shall be obliged to notify the Trustees in writing within 14 (fourteen) days of the date of conclusion of a lease of his unit and the full names and contact details of his tenant.

19. **ERADICATION OF PESTS**

19.1 An owner or occupier of a section shall keep his section, free of white ants, borer and other wood destroying insects. To this end, he shall permit the Trustees, the Managing Agents, and their duly authorized agents or employees to enter 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 involved in the eradication of any such pests that may be found within the section and replacement of woodwork or other material forming part of such a section, which may have been damaged by any such pests, shall be borne by the owner or occupier of the section concerned.

20. **GENERAL**

- 20.1 The Body Corporate or its agents shall not be liable for any injury or loss or damage of any description which the owner or occupier of a section or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or her property, directly or indirectly, in or about the common property or in the individual sections by reason of any defect in the common property, its amenities or in the individual sections or for any act done or any neglect on the part of the Body Corporate's employees, servants, agents or contractors.
- 20.2 The Body Corporate or its agent's representatives and employees shall not be liable or responsible in any manner whatsoever for the delivery or receipt or failure thereof, of goods, postal matter or any other property.
- 20.3 No business of trade may be conducted on the common property or in the sections.
- 20.4 No auctions or jumble sales may be held on the common property or in the sections.
- 20.5 No firearms, fireworks, pellet guns, B.B.-guns, play guns or any other similar device may be discharged on the common property or in the sections.
- 20.6 No stones or any other solid object may be thrown or propelled on the common property.
- 20.7 House and vehicle alarms (where applicable) must be in a good working order and may not cause a disturbance.
- 20.8 Riding on bicycles, scooters, skateboard and similar devices on the common property is not allowed.
- 20.9 No ball games or throwing of objects are allowed on the common property.
- 20.10 An owner or occupier of a section must maintain the plumbing and hot water installations in his or her section in a state of good order.
- 20.11 No hawkers, beggars or any other unauthorized persons are allowed on the common property or may be admitted to the common property by an owner or occupant.
- 20.12 Electricity points / plugs and taps on the common property are for the use of the common property only no owner / resident will be allowed to make use of these plugs / taps.

20.13 Owners are not allowed to interfere with, intimidate, bribe or in other manner deal with any employees, whether directly or indirectly. All queries, complaints, or concerns should be addressed, in writing with enough detail, to the Caretaker and / or relevant trustee for consideration and resolution.

21. LEVIES / AMOUNTS IN ARREARS COLLECTION PROCEDURE

The collection procedure for all amounts in arrears on the owner's account is as follows:

1 (one) month and less in arrears:

A friendly reminder is sent to the owner that the account is in arrears and is due and payable immediately.

• 2 (two) months and less in arrears:

A final demand for payment is sent to the owner at the cost as determined by the managing agent. Owners are warned that failure to pay the outstanding amount(s) will result in legal action being taken. 14 days later, the account may be handed over to the collection attorneys, as appointed by the Trustees of the Body Corporate and all costs incurred will be borne by the relevant owner or occupier of the unit.

The above steps may be taken regarding all amounts due and payable to the Body Corporate or its appointed agents.

22 CHILDREN

- 22.1 Children on the Common Property must be under adult supervision at all times and may not be supervised by children under the age of 16.
- 22.2 Children may only play on the designated area on the south side of the building, i.e. between the laundry areas.
- 22.3 Children are not allowed to play:
 - (a) With or near the electrically operated entrance / exit gates;
 - (b) On the driveways and parking bays;
 - (c) At the braai-area;
 - (d) On walkways, any stairs or the lift.

23 NUMBER OF RESIDENTS

The number of residents per unit is limited at:

Bachelor's units: 2 adults OR 1 adult and maximum 1 child 1 Bedroom units: 2 adults OR 2 adults and maximum 1 child 2 Bedroom units: 4 adults OR 2 adults and maximum 3 children 3 Bedroom units 6 adults OR 2 adults and maximum 5 children

Owners are obligated to prevent overcrowding of a section.

24 COSTS / CHARGES TO BE LEVIED

24.1 If, as a result of breach of these rules or breach of any other obligation by the owner, the Body Corporate or the Trustees may charge a fine for misconduct, as amended from time to time. If an attorney must be instructed to act against an owner, the defaulting owner shall be liable for all costs and / or charges of whatever nature on an attorney and client scale as is incurred by the Body Corporate or the Trustees.

- 24.2 Residents shall not contravene or permit the contravention of any law, ordinance, proclamation or conditions of title relating to the property.
- 24.3 Should any owner (himself/herself or a member of his/her household, his/her tenant, guest or employee) breach any conduct rule and fail to rectify such breach immediately or within 7 (seven) days after written notice by the Trustees or the Body Corporate to rectify such breach, then the Body Corporate shall be entitled to take such steps as are available to them in law.

25 LEVIES / CONTRIBUTIONS / CHARGES / ADMINISTRATIVE FEES / WATER / ELECTRICITY / SANITATION / GAS OR OTHER SERVICES (hereinafter referred to as "charges") TO THE UNIT

- 25.1 The owner commits to settling his / her full monthly account for all charges each month.
- 25.2. Should a unit be rented out, it is the owner's responsibility to ensure that his / her tenant settles the full monthly utility / services account and the owner will remain responsible for the account should the tenant fail to settle the account.
- 25.3 It is in the sole discretion of the Trustees to take any remedial action necessary against any owner for the enforcement of any right, duty or obligations owed by any owner to the Body Corporate for the payment of any charge THAT MAY BECOME DUE IN THE ENFORCEMENT OF THE Act, the Rules or any other obligation owed.
- 25.4 All members of the Body Corporate agree that any legal, or administrative fees incurred by the Body Corporate, pursuant to a valid agreement with any supplier, in the prosecution of any obligation owed, or the enforcement of the rules against an errant owner, can and should be debited to the member's account.
- 25.5 All members of the Body Corporate agree that all debt collection charges, as amended from time to time in the Act, which may be incurred by the Body Corporate when employing the services of a registered debt collector as defined in the Debt Collectors Act of 1998, can and should be debited to the errant member's account.
- 25.6 All members of the Body Corporate agree and confirm that any owner who enters into a lease agreement, or allows possession, use and or occupation for any reason whatsoever for any period of time, must submit all details of said occupant(s) to the Trustees and / or Managing Agent prior to occupation being granted. Any failure to submit the details is an offense and not in accordance with the Act.

26 WHAT TO DO IN AN EMERGENCY

The following is a guideline to assist owners and residents with what to do in the event of an emergency:

•	Fire	a)	If possible and not dangerous to you / your family, extinguish the flames.
		b)	If not possible or in danger, phone the fire brigade whilst evacuating to a place of safety as soon as possible.
		c)	Inform the Terrain Manager and ensure that someone is at the
			gate to open the gate and guide the fire brigade to the fire.
•	Medical emergencies	a)	Depending on the emergency, contact a medical emergencies
	•		service provider or rush to the nearest hospital.
•	Emergencies within	b)	Maintenance on the inside of the unit is the owner's
	your unit, i.e. blocked		responsibility.
	drains, leaking taps	c)	If you are the tenant, contact the owner or rental agent.

	etc.	(d)	Obtain the services of a contractor of your choice, or
			alternatively, contact the Caretaker / Trustees.
•	Geyser problems i.e.	a)	Maintenance is the owner's responsibility.
	leaking, not heating	b)	If you are the tenant, contact the owner or rental agent.
	the water etc.	c)	Preferably, contact the Caretaker / Trustees to make use of
			one of the contractors used by ROYAL HAVEN – if the geyser
			needs to be replaced it will most probably be an insurance
			claim.
		d)	Geyser replacement excess fees and repair costs will be
			debited against the owner's account.
•	Common property	a)	Contact the Caretaker / Trustees.
	problems i.e. blocked	b)	If the Caretaker / Trustees could not be reached and it is an
	drains, running	,	emergency of a severe nature, obtain the services of a
	water, blown globes,		contractor.
	gate(s) not working.		
•	Insurance claims, i.e.	a)	Contact the Caretaker / Trustees.
	burst geysers.	b)	If the Caretaker / Trustees could not be reached, obtain the
		,	services of a contractor.
•	Crime incidents i.e.	a)	Phone the SAPS / report the case at the SAPS and obtain a
	domestic violence,	,	case number.
	theft, burglary, stolen	b)	Provide the Caretaker / Trustees / Managing Agent with the
	vehicles etc.	,	details.
•	Vehicle accidents on	a)	If any injuries / fatalities, contact emergency medical services.
	the Common	b)	Contact the Caretaker / Trustees / Managing Agent and:
	Property	c)	If possible, obtain the vehicle registration number and details
		-,	(type, model, colour) and driver's details.
		d)	Report the case at the SAPS and obtain a case number.
		e)	Provide the Caretaker / Trustees / Managing Agent with the
		,	details.