

## **CONDUCT RULES**

### **1. ANIMALS, REPTILES AND BIRDS**

No animals, reptiles or birds may be kept in a section or on the common property.

### **2. REFUSE DISPOSAL**

An owner or occupier of a section shall:

- a) maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing.
- b) ensure that before refuse is placed in such receptacle, it is securely wrapped, or in the case of tins or other containers, completely drained. Cardboard boxes are to be flattened and placed in the designated refuse area.
- c) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees.
- d) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 2(a).
- e) not leave or permit to be left any packages, furniture, cycles, handcarts, boxes, bags, papers, rubbish or any other goods or articles upon or in service areas, landings, stairways or passages or in any part of the common property

### **3. VEHICLES**

- 3.1 No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
- 3.2 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' written consent.
- 3.3 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property.
- 3.4 No owner or occupier shall be permitted to dismantle or effect repairs to any vehicle on any portion of the common property, or exclusive use area or in a section.

- 3.5 Vehicles must enter and leave as quietly as possible and no hooting is allowed.
- 3.6 All drivers must adhere to a speed limit of 10 km per hour.
- 3.7 Visitors must find parking outside the complex if there are no vacant visitor's parking bays available in the complex.
- 3.8 Car radio's may not be played at such a volume as to be heard from outside the vehicle.
- 3.9 No owner or occupier shall park in or obstruct driveways, delivery areas, or entrances so as to interfere with their use or obstruct the free flow of traffic.

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

- 4.1 An owner or occupier 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.
- 4.2 Notwithstanding sub-rule (1), an owner or occupier or person authorized by him may install:
  - a) Any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
  - b) Any screen or other device to prevent the entry of animals or insects,providing that the Trustees have first approved in writing the nature and design of the device and the manner of its installation. These must fit into the approved colour and design of the scheme and may not detract from the overall character of the scheme.
- 4.3 Dragging of furniture in the walkways, stairs and along other surfaces of the common property causes extensive damage. Items must either be carried or moved on a suitable conveyance.
- 4.4 Should any damage of whatsoever nature be caused to the common property by an owner / occupier, his visitors or servants, the owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

#### **5. APPEARANCE FROM OUTSIDE**

- 5.1 The owner or occupier of a section shall not place or do anything on any part of the common property or on any part of his section which is visible from the outside, including balconies, patios, stoeps and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. Any additions to any section or exclusive use area which will be visible from the outside of the section may only be erected after the trustees' written consent has been obtained.
- 5.2 No protruding air-conditioners, radio/television aerials or antennas may be installed without the prior written permission of the Trustees.
- 5.3 No awnings are to be installed either of a temporary or permanent nature without the prior written approval of the Trustees.

- 5.4 Washing may not be hung on or over balconies or stoeps or in windows or on any part of a section which is visible to other sections or from outside the property or on the common property, except in designated drying areas as determined by the trustees.
- 5.5 Cleaning of balconies and stoeps are to be done in such a manner so as to prevent excess chemical and water overflow.
- 5.6 No object or refuse of any nature are to be thrown from balconies, windows or stoeps.
- 5.7 Only garden furniture or plants may be kept on balconies and stoeps. Balconies and stoeps may not be used as storage space.
- 5.8 The trustees may prescribe the style and colour of plant holders that may be placed on balconies and stoeps, including balconies and stoeps which form part of a section.

## **6. SIGNS AND NOTICES**

No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or a section, so as to be visible from outside the section, without written consent of the Trustees first having being obtained.

## **7. LITTERING**

An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## **8. LAUNDRY**

An owner or occupier of a section shall not, without the consent in writing of the Trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the building or from any other section.

## **9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

- 9.1 An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous acts 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.
- 9.2 No fireworks are allowed to be set off on the premises.

## **10. LETTING OF SECTIONS**

- 10.1 All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or grant of rights of occupancy.
- 10.2 No section may be let without prior approval of the tenant by the trustees of the Body Corporate.
- 10.3 An owner shall not allow his section to be occupied on a permanent basis or for the duration of the lease by more than the following number of persons;

Two Bedroom:	4 (four) persons
Three Bedroom:	6 (six) persons

10.4 The Managing Agent and Body Corporate must be advised of the identity of the Lessee / occupier of the section.

## **11. ERADICATION OF PESTS**

An owner or occupier shall keep his section and his exclusive use area/s free of cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent, and their duly authorized agents or employees, to enter upon his section or exclusive use area/s from time to time for the purpose of inspecting the section or exclusive use area/s and taking such action as may be reasonably necessary to eradicate any such pests. The cost of the inspection, eradicating any such pests as may be found within the section or exclusive use area/s, 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.

## **12. BUSINESSES**

12.1 No owner or occupier of a section may run any business whatsoever for profit or otherwise from the section or the common property without the written consent of the Trustees first having been obtained. It is the responsibility of the owner / occupier to ensure that the running of any such business complies with the Local Authority's by-laws.

12.2 No auction or jumble sale may be held in or on the property without the prior written consent of the Trustees.

12.3 Hawkers will not be allowed on the premises at any time.

12.4 An owner shall not use his or allow his section to be used for any purpose which is to the reputation of the sectional title scheme.

## **13. CHILDREN**

13.1 Children may not play in the driveways or exclusive use areas.

13.2 Owners / occupiers must supervise and control their children and their visitors' children in order to avoid damage to the common property and inconvenience to other residents. In particular, children must not tamper with post boxes or name plates, climb on walls, fixtures and fittings or play with the taps on the common property.

13.3 Owners or occupiers will be held responsible for the acts of their children and their visitors' children.

## **14. COMMON PROPERTY**

14.1 Shrubs and trees may not be trimmed, cut down or removed by owners or occupiers without the written consent of the Trustees.

14.2 Flowers on the common property may not be picked.

14.3 Owners / occupiers may not plant anything on the common property. All gardening will be done on the instructions of the Trustees.

## **15. CONTRAVENTION OF LAWS AND RULES**

- 15.1 If, as a result of a breach by an owner or occupier of these Rules, the Body Corporate or the Trustees instruct an Attorney, the defaulting owner or occupier shall be liable for all legal costs incurred by the Body Corporate or the Trustees as a result thereof on an Attorney and Own Client scale
- 15.2 Owners / occupiers shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation, statutory regulation or the conditions of any licence relating to or affecting the occupation of the complex or the carrying on of business in the complex or the conditions of title applicable to his/her section or any other section.
- 15.3 Owners or occupiers are to ensure that no narcotic/hallucinatory drugs are stored on (temporarily or otherwise), indulged in or sold on the premises, and that the consumption of alcohol is kept at a purely social level and is not sold on the premises.

## **16. DOMESTIC EMPLOYEES**

- 16.1 All domestic employees are to be registered with the Trustees, which includes providing certified copies of their identity documents and in the event of foreigners, certified copies of their passports and work permits, to the Trustees.
- 16.2 All domestic employees are to comply with the Conduct Rules.
- 16.3 They are not allowed to loiter on common property.
- 16.4 Owners / occupiers must ensure that their domestic employees are not unduly rowdy at any time.
- 16.5 The trustees have the right to refuse access to any employee of an owner / occupier.

## **17. DUTY OF SECTION OWNERS**

- 17.1 Owners or occupiers are obliged to advise the Trustees whether mortgage bonds have been registered over units and if so, to provide the name of the bondholder to the Trustees.
- 17.2 Each owner or occupier is to advise the Trustees of any change in the ownership/occupancy of his section, the effective date of such change, and to supply copies of the Sectional Titles Act, and of the Conduct Rules, and any other documentation reasonable required by the new owner / occupier of a section, to the new owner / occupier.
- 17.3 Levies are payable monthly in advance on or before the 1<sup>st</sup> of every month.

## **18. SANCTIONS AND PENALTIES**

### **18.1 SANCTIONS FOR LATE / NON PAYMENT OF LEVIES**

The following sanctions may be imposed by the trustees:

- 18.1.1 Owners whose levies are not paid in full at the time when a General Meeting, including the Annual General Meeting, takes place, will not be allowed to attend or vote at the meeting.

18.1.2 The names of the owners whose levies are outstanding, can be published by the trustees by displaying a list of the names of late- / nonpayers at the entrance gate.

18.1.3 Owners are required to pay their monthly levies timeously failing which interest (which shall vary from time to time and be determined by the trustees), shall be charged.

18.1.4 Should the monthly levy be outstanding by two months or more, the Managing Agents will be instructed by the Trustees to implement legal proceedings at the expense of the owner.

18.1.5 The Managing Agents may impose a charge, to be determined by the Managing Agent, for every cheque or debit order which is not honoured.

## 18.2 **PENALTIES FOR BREACH OF CONDUCT RULES**

Without prejudice to any other remedies which the Body Corporate has, the trustees may impose the following penalties for breach of the conduct rules. These penalties will be added to the levies and as such will be subject to the same sanctions as listed in 18.1 above:

18.2.1 For the first breach of a particular rule, a written warning will be issued;

18.2.2 For the second breach of that same rule, a fine in the amount of R500.00 (Five Hundred Rand) will be levied.

18.2.3 For each subsequent breach of that rule, the fine will be doubled.

18.2.4 The trustees can increase the above fines yearly by written notice to all the owners.

## 19. **EXCLUSIVE USE AREAS**

19.1 No sheds, zozo huts, jungle gyms or vehicle relics may be erected or stored in the exclusive use areas or on the common property any time except with the written consent of the trustees.

19.2 Exclusive use areas must be kept in a tidy and hygienic condition at all times.

19.3 Parking Bays may only be used to park vehicles and may not be used to store furniture or any other items.

## 20. **FIRE PROTECTION**

### 20.1 Electricity Supply

Under no circumstances may owners / occupiers tamper with or have work done to the electrical apparatus which serves the common property. Any electrical faults detected on the common property must be reported to the Trustees.

### 20.2 Electrical and Gas Apparatus in Sections e.g. Fans, Heaters, Stoves, Kettles, Lights etc.

These items and other household appliances must be checked regularly and maintained by the owner/occupier and when necessary, be repaired by a registered technician. All plumbing and electrical work shall only be effected by qualified and where applicable, licensed or registered workmen.

### 20.3 Open Fires

No fires may be lit in sections or on the common property.

## 21. PATHWAYS, DRIVEWAYS AND PASSAGES

- 21.1 It is not permitted to ride bicycles, roller skates or skateboards, or play games of whatsoever nature on the paths, or on the driveways. These items may also not be left on the paths or driveways.
- 21.2 Paths and driveways must at all times be kept clear. These areas shall not be used by the owners / occupiers or their guests for playing ball or any other games or for picnics.

## 22. RADIO AND NOISE LEVELS

- 22.1 Radios, hi-fi's, tape recorders, television sets and musical instruments shall not be used in such a way as to cause unreasonable disturbances or annoyance to any owner or occupier, and the noise level shall be kept to a minimum.
- 22.2 The noise level of parties must not cause any disturbance to another owner / occupier and if any complaint is received, the level of noise must be reduced to an acceptable level.
- 22.3 Owners / occupiers and their visitors have to keep noise levels down to a minimum when using the stairs, pathways, driveways and other common areas.
- 22.4 Parties and excess noise are to end strictly at 22h00 in the week and 24h00 on weekends.

## 23. SECURITY

- 23.1 Owners / occupiers are obliged to co-operate with any request and abide by any rules as laid down by the Trustees in regard to security in the complex.
- 23.2 All owners / occupiers must acquaint their servants and children with all security rules.

## 24. SLAUGHTERING OF ANIMALS

No animal may be slaughtered on the common property or in exclusive use areas or in any section of the scheme.

## 25. SUSPENSION OF MUNICIPAL SERVICES TO THE COMMON PROPERTY

The owner / occupier shall have no claim whatsoever, whether for damages or remission of levies due, nor be entitled to withhold or defer payment of levies due by reason of any suspension or interruption in the supply of water, gas, electricity, air-conditioning or heating (howsoever such suspension or interruption may arise) or by reason of any amenities in or on the common property being out of use or out of order for any reason whatsoever and whether or not such out of use or out of order arose as a result of the Trustees actions or omissions.

**26. DAMAGE**

Should the owner/ occupier refuse or neglect to commence and to complete repairs promptly and adequately to his section which will have the effect of potentially damaging the common property or other sections if not attended to, the trustees shall have the right to, but shall not be obliged to make and complete the said repairs and the owner/ occupier shall pay the cost thereof to the Body Corporate on demand, together with any administrative or other costs incurred. Such costs will be debited to the owner's levy account.

**26. INDEMNITY**

Neither the Body Corporate nor its trustees shall be liable to any owner or occupier or visitor for any injury or damage or loss of any description which the owner or occupier or visitor and / or member of the owner or occupier or visitor's family or any employee or servant of an owner or occupier may sustain physically or to his or their property, directly or indirectly, in or about the common property or individual sections or exclusive use areas for any act done or any omission, whether through negligence or gross negligence, on the part of the Body Corporate of any of the Body Corporate's trustees, employees, servants or agents. The Body Corporate accepts no responsibility or liability of whatsoever nature in respect of the receipt or the non-receipt and delivery or non-delivery of goods, postal matters or correspondence.

I, \_\_\_\_\_ hereby acknowledge that I have read and understood the conduct rules as set out in this document.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**DATE**