

# CORPORATE PARK CONDUCT RULES

(Section 35 (2) (b) of the Sectional Titles Act, 1986)

1.

## USAGE OF SECTIONS

- 1.1 All sections shall be used for business purposes only and for no other purpose other than those permitted by the Local Authority.
- 1.2 All owners and occupants of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof, together with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the building and in accordance with the rules and in accordance with the provisions of the Act.
- 1.3 No disorderly conduct of whatsoever nature shall be permitted in a section or on any part of the common property, nor shall there be permitted any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other owner or occupant of the buildings or members of the body corporate, or which might endanger the building or the common property.
- 1.4 An owner shall not keep or do anything or permit the keeping or doing of anything on the common property after notice to desist from the trustees.
- 1.5 An owner shall not store or allow to be stored or left any article or thing in any part of the common property, except with the prior written consent of the Trustees.

2.

## LETTING

An owner may let or part with occupation of a unit to a person approved by the Trustees provided:-

- 2.1 That the letting and/or parting with occupation shall not release the owner from the owner's obligations to the Body Corporate in terms of the Rules or in terms of the Act; and
- 2.2 That as a condition precedent to any such letting and or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the body corporate that such lessee or person shall duly observe all regulations and conditions contained in the Rules and in the Act. The undertaking shall be in such terms as the Trustees may from time to time require and shall be lodged in writing with the Trustees prior to the lessee or person obtaining of the unit.

3.

## AIR-CONDITIONING UNITS AND TELEVISION AERIALS

An owner shall not place or allow to be placed in the section or any part thereof any air-conditioning equipment, television aerials or satellite dishes except with the prior written consent of the Trustees who in giving such consent may impose conditions as to type, colour, position and manner of fitting as they in their discretion may deem fit. The owner will be all costs related to the maintenance/replacement of such equipment and any damage they may cause.

4.

#### SIGNAGE

An owner or occupier of a section may not display signage without the prior written consent of the Trustees , whose consent may not contravene the rules of the Lot Owners Association 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 of a section, so as to be visible from outside the section, without prior written consent of the trustees

Signage within the common property areas , but not those areas visible from the outside must not be intrusive in nature and must not appear to be a form of advertising.

5.

#### ALTERATIONS TO COMMON PROPERTY

An owner or occupier of a section shall not alter a section or any part of the common property (INCLUSIVE OF PARKING AREAS ) without the prior written consent of the Trustees.

6.

#### INSURANCE

- 6.1 The Body Corporate shall have no responsibility for the insurance of the contents of any particular section , inclusive of air-conditioning units and equipment, which shall be undertaken by the owner.
- 6.2 An owner shall not do or permit to be done anything which may increase the rate of premium payable by the Body Corporate on any insurance policy or which may tend to vitiate the policy.
- 6.3 The cost of any excess amount due following a claim on a specific section , will be borne by the owner of that section . Excess amounts on the common property will be borne by the Body Corporate.

7.

#### CLEANERS

The trustees of the Body Corporate are authorised to employ cleaners to keep all portions of the common property in proper state of cleanliness and the costs of such employment shall be an administrative expense chargeable to the fund established by the Body Corporate.

8.

#### OWNER'S DEFAULT

If an owner (whether by himself or by his lessee, invitee, guest, agent, servant or employee) commits a breach of any of these rules and fails to remedy such breach within a period of seventy two hours after the giving of a written notice to remedy such breach by the Trustees or the managing agent, the body corporate or the Trustees, shall be entitled either:-

- 8.1 To enter the section and/or grounds with workmen and agents and at the expense of the owner, to carry out whatever work may be necessary to remedy such breach; or

- 8.2 To take such action as may be available to them in terms of the Act or at law.
- 8.3 In the event of any member disputing the fact that he has committed a breach of these rules, a Committee consisting of the Chairman together with two other members appointed by the body corporate from time to time, shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
- 8.4 Any person who contravenes or fails to comply with any provision of these Clauses, or any condition or direction given in terms thereof, shall be deemed to have breached these Rules and will be liable to a penalty not exceeding R500, 00 (FIVE HUNDRED RAND) which penalty shall be decided upon by a fining committee

9.

#### SECURITY

The trustees may from time to time prescribe a form of identification for employees of owners and occupiers and may require owners and occupiers to issue such form of identification to their employees upon such terms and conditions as the Trustees may determine. The Trustees may require the employees to carry such form of identification on their persons, particularly when leaving and entering the property and may furthermore authorise the security personnel to call for the production of the form of identification and, when they deem it in any particular circumstances necessary in the interests of the body corporate or the members generally, to search employees persons and property at any time whilst on the common property.

10.

#### VEHICLES

- 10.1 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.
- 10.2 The trustees may cause to be removed to 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 and the common property belonging to the Lot Owners Association
- 10.3 Owners and occupier of sections shall ensure that their vehicles, and the vehicles of their visitors and guests do not drip oil on to the common property or in any other way deface the common property, the reinstatement will be born by the owner concerned
- 10.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area of in a section.
- 10.5 The trustees may cause to be removed to towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on any parking / common property area that is not designated for their specific use

11.

#### GARBAGE REMOVAL

Each owner or occupier shall be responsible for the removal of all garbage to the designated bin area. The Trustees of the Body Corporate shall arrange for the garbage to be placed in a position where it will be collect by the Local Authority.

The removal of refuse shall be under the control of the Body Corporate who may in exercising their functions in this regard from time to time by notice In writing to all persons concerned:

- 11.1. lay down the type and size of refuse containers to be used;
- 11.2. give directions in regard to the placing of such refuse for collection;
- 11.3. requires the payment of a reasonable charge for the provision of such containers;
- 11.4. it shall be the duty of every owner or occupier of a unit to ensure that such directions given by the body corporate are fully observed and implemented;
- 11.5. no person shall keep any refuse within or outside his unit except in the containers aforesaid;
- 11.6. containers shall not be kept in any place outside any unit or where it may be seen from outside except in such places as may be specifically set aside therefore or as may be approved by the body corporate from time to time;
- 11.7. where in the opinion of the body corporate any item of refuse is of such a size or nature that it cannot be conveniently removed by the Refuse Removal Services provided or arranged by the body corporate, the body corporate may give the person wishing to dispose of such litter such directions for its disposal as it may deem fit
- 11.8. cardboard boxes must be dismantled and placed inside the refuse containers for collection by the council

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### ERADICATION OF PESTS

An owner shall keep his section free of white ants, borer and other wood destroying insects and failing which the owner 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 reasonable necessary to eradicate any such pests. The costs of the inspection, eradicating any such pest as may be found within the section, replacement of any woodwork or other material forming party of such section which may be damaged by any such pests be borne by the owner of the section concerned.

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### MAINTENANCE OF PROPERTY

- 13.1 Every member who is the owner of a section shall be obliged to keep and maintain his property in a good state of repair, due regard being had to the concept of the development being an up-market commercial office park.
- 13.2 A member who contravenes the provisions of this Clause and who after due notice has been given to him by the body corporate to remedy such fault or omission fails to rectify repair or remedy the same, shall be liable to pay any costs incurred by the body corporate in rectifying, repairing or remedying such fault or omission. In giving effect to this Rule the member may not refuse the body corporate or its duly appointed agent or employees entry into his property for the purposes of carrying out the provisions hereof.

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### PAYMENT OF LEVIES AND OTHER AMOUNTS OWING TO THE BODY CORPORATE

- 14.1 The amount levied upon each member shall be paid by such member to the body corporate monthly in advance, on the first day of each and every month, for the duration of the member's ownership of his property, subject to the terms and conditions of the sectional titles act.
- 14.2 All other amounts payable to the body corporate are to be paid as soon as the account is rendered.

- 14.3 Any amount due by any member, which remains unpaid after the same has fallen due, shall bear interest as from the due date of payment to the actual date payment is received, at a rate to be determined by the body corporate but not exceeding prime overdraft rate plus 2% per annum calculated monthly in arrears.
- 14.4 All levies or other amounts due and payable, which remain unpaid, may be recovered by instituting an action in any court of competent jurisdiction against the members liable for the payments of such amounts.
- 14.5 In the event of the body corporate instructing an attorney to take any steps against a member as a result of such member failing to pay any amount owing by him, or failing to comply with the obligations in terms of the Sectional Titles Act, then such member shall be liable to pay all legal costs and administration costs incurred thereby
- 14.6 Levies are payable by the Body Corporate to the Lot Owners Association monthly in advance and all members are subject to the terms and conditions of the Lot Owners Association.

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#### SMOKING

The building is a smoke free area and smoking may only take place in the designated areas .Smoking is not permitted in the upstairs parking area or outside the main access doors to the building

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#### MEMBERSHIP

1. Any person reflected in the records of the Deeds Office concerned as the registered owner of any section in the development shall be deemed to be the registered owner of such unit and shall be bound by the Sectional Titles Act
2. A member shall not in any manner alienate a unit unless it is a condition of the agreement of alienation that:-
  - 2.1 The proposed transferee has bound himself to the satisfaction of the Body Corporate and the La Lucia Ridge Office Estate Management Association, to become a member thereof upon transfer of the unit to him.
  - 2.2 The registration of transfer of that unit into the name of that transferee shall ipso facto constitute the transferee as a member of the Association and the Body Corporate.
3. The registered owner of a unit may not resign as a member of the Association or the Body Corporate.
4. The rights and obligations of a member are not capable of transfer or cession.
5. Every member of the Body Corporate shall become a member of the La Lucia Ridge Office Estate Management Association and shall observe all rules made by the Association or its Directors