

MALGROVE BODY CORPORATE
6 PROSPECT HALL ROAD
DURBAN NORTH

CONDUCT RULES AGREEMENT

Date:

Flat No:

Name:

I hereby wish to confirm that I have been given a copy of the Malgrove Body Corporate Conduct Rules.

Signature:

to any other owner or occupier of the building or member of the Body Corporate.

- 12.2 Silence must be maintained on Saturdays and Sundays between 14h00 and 16h00 and between 22h00 and 07h00 on weekdays and every weekend.
- 12.3 Motor hooters may not be used on the common property.
- 12.4 Radios, musical instruments, record players, television and video equipment and the like must be used in such a manner as not to be heard in adjoining sections or on the common property.
- 12.5 Where permission is granted for the fitting of an airconditioning unit an Owner shall be required to keep his airconditioning unit in a state of good repair to the satisfaction of the Trustees. Should the Trustees not be satisfied with the working order of a particular airconditioning unit, the owner of such unit shall have it repaired to the satisfaction of the Trustees. The repairs shall be done at the expense of the owner who shall have no claim to compensation therefor whatsoever.
- 12.6 Residents must supervise their children and the children of visitors so that no damage or nuisance is caused to the common property or the property of other occupiers. In particular children may not interfere with the postboxes, plants, decorations, name plates, fire hose reels, security systems, exterior lights, etc. and especially electrical and television boards.
- 12.7 No hobbies or other activities may be conducted in a Section or on the common property if a nuisance is caused to other occupiers;
- 12.8 Hobbies and other activities which cause undue noise are not permissible under any circumstances.

13 USE

- 13.1 Unless the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered Sectional Plan to be for business purposes, an owner shall use or permit his section to be used only for residential purposes.
- 13.2 All owners and occupiers of sections shall ensure that their respective activities in, and uses of, the common property and of a Section or any part thereof, 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 occupiers of the building, and in accordance with the Rules and with the provisions of the Act.
- 13.3 An owner shall not store or leave or allow to be stored or left any article or thing in any part of the common property except with the written consent of the Trustees first having been obtained.

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~~RULES FOR MALGROVE~~

BUILDING NO. 313/1987

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notificasion by trustees dated

30-9-91

CONDUCT RULES MADE IN TERMS OF SECTION 35(2)(B) OF THE SECTIONAL
TITLES ACT, 1986

PMB

Datum, Date:

REGISTRATEUR VAN AKTES
REGISTRAR OF DEEDS

1 ANIMALS, REPTILES AND BIRDS

- 1.1 An Owner or Occupier of a section shall not, without consent, in writing of the Trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.
- 1.2 When granting such approval, the Trustees may prescribe any reasonable condition.
- 1.3 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (1.2).
- 1.4 In the event of approval being withdrawn in terms of (1.3) the Trustees shall have the right to require any such animal, reptile or bird to be removed from the building.
- 1.5 In no event shall animals be permitted in any of the public portions of the building or any other part of the common property unless carried or controlled on a leash.
- 1.6 In the event of an Owner or Occupier securing permission to keep or harbour any animal or other pet on the premises, such a person shall not allow such animal or other pet to foul the corridors, entrances or any other part of the common property or otherwise cause a nuisance; and the Trustees shall have the right to require any such animal or other pet to be removed permanently from the building where this rule is not observed.

2 REFUSE DISPOSAL

- 2.1 An Owner or Occupier of a section shall :
 - a) maintain in a hygienic and dry condition, a receptacle for use 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;
 - 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 (a);
 - e) make his own arrangements for the removal of domestic refuse on Sundays and Public Holidays;

- f) no rubbish or refuse may be left on any portion of the common property or elsewhere where it will be visible from the common property whether in a container or not, except for daily collection from Mondays to Saturdays (excluding Public Holidays) before 07h00. Refuse may only be left in the designated area for collection early in the morning and must be secured in proper containers.

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' 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 on to 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 major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- 3.5 Motor vehicles of Owners and their visitors may only be parked on such areas as are specifically demarcated by the Trustees for that purpose.
- 3.6 Motor vehicles may be washed only on that portion of the property which has been designated for that purpose by the Trustees.
- 3.7 Save for the purpose of gaining access to garages or parking bays, bicycles, motorcycles, tricycles, caravans and trailers may not be ridden or left on any portion of the common property or in any portion of a section where they are visible to the public, and no sleeping shall be allowed in any caravan or other vehicle on any portion of the common property, garage or parking bays.
- 3.8 No articles other than motor vehicles or motor cycles may be kept in an undercover or open bay, save with the written consent of the Trustees.
- 3.9 Vehicles may not travel at speeds in excess of 10 kilometres per hour on any portion of the common property.

4 DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 4.1 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.
- 4.2 Notwithstanding sub-rule (4.1), an owner or person authorised by the Trustees, may instal:

- 4.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
- 4.2.2 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 its installation;
- 4.3 no duty shall be placed upon any Owners in regard to the provision of any improvement on or to the common property unless a proposal to make such improvement has been approved by special resolution at a general meeting of Owners of Sections, or unless the relevant portion of the common property has in terms of any agreement with the Body Corporate, or of any provision of the Rules been reserved for or allocated to the private use of such Owner;
- 4.4 no plants may be planted by Occupiers on the common property. All gardening shall be controlled by the Trustees unless specifically otherwise agreed by them;
- 4.5 An owner may make alterations to the interior of his section, but no structural alterations, no alterations to the water piping, electrical wiring, conduits or plumbing may be effected without the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose.
- 4.6 Repairs or alterations to electrical wiring and plumbing shall be effected only by a person qualified to do so, and such work shall comply with the standards and by-laws of the relevant local authority.
- 4.7 No balconies shall be enclosed or exterior blinds, awnings or other fittings installed, save with the prior written approval of the Trustees. Blinds, awnings and other fittings which are visible to the public view shall at all times be maintained in a state of good repair and clean condition, failing which the Trustees shall have the right to require their removal or, alternatively, to attend to the repair thereof at the cost and expense of the owner. Colours of any blinds and awnings, or of exterior paintwork on doors, windows, balustrades, balcony walls and ceilings shall not be changed without the prior written approval of the Trustees.
- 4.8 No Owner shall subdivide or partition any Units or Section or any part thereof, without first obtaining the prior written approval of the Body Corporate, which in giving such approval may attach such conditions thereto, as they in their discretion shall deem fit.
- 4.9 An Owner may place in his section, at his own expense, any improvements, additions, fixtures or fittings, including mantles, light fittings, refrigerators, cooking ranges, woodwork, panelling, ceilings, doors (other than exterior doors) or decorations which will not cause

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any damage to the buildings, subject always to the condition that the owner shall at all times only use such electrical appliances and fittings and shall at no stage do anything which is likely to endanger or jeopardize the safety of the buildings.

5 APPEARANCE FROM OUTSIDE

5.1 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 the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

5.2 No airconditioning unit shall be installed without the prior written consent of the Trustees and where applicable, the local authority.

6 SIGNS AND NOTICES

No owner or Occupier of a section, used for residential purposes, 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 the written consent of the Trustees first having been obtained.

7 LITTERING

7.1 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.

7.2 Owners and Occupiers of Sections shall not store or leave, or allow to be stored or left, any article or thing in any part of the common property except with the written consent of the Trustees first having been had or obtained.

8 LAUNDRY

8.1 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 buildings or from any other sections.

8.2 Owners and Occupiers of Sections shall not allow any linen or clothing to be hung on the outside of any Section except in the place specially designated therefor. Carpets and mats shall not be shaken or dusted or beaten over the balconies or through windows of the building.

9 STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier 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.

Sundry Provisions

- 9.1 Cigarette ends and other objects may not be thrown from windows or balconies.
- 9.2 Inflammable or other dangerous material or articles may not be brought on to the common property or into a Section.

10 LETTING OF UNITS

- 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 any grant of rights of occupancy.
- 10.2 An owner may let or part with occupation of his section only for a period of not less than six months provided:
- a) that no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the Body Corporate hereunder or in terms of the rules, or in terms of the Act;
 - b) that he has obtained the prior written approval of the Trustees, wh
 - c) 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 is aware of the provisions of these rules, and shall duly observe all the regulations and conditions as are contained in the Rules and in the Act. Such undertaking shall be in such terms as the Trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such lessee or person being given occupation of the section.
 - d) That no such letting shall constitute occupation for holiday purposes only.

11 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 Agents, 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 reasonably be 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.

12 NUISANCE

- 12.1 An owner shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience

- 13.4 Unless otherwise authorised in writing by the Trustees, the section shall be used and occupied by no more than six (6) persons in respect of a 3-bedroomed unit, four (4) persons in respect of a 2-bedroomed unit and two (2) persons in respect of a 1-bedroom unit. In the event of any unit being owned by a company, the Section may be occupied by such person nominated from time to time by the company, provided that such occupation shall be subject to the prior approval of the Trustees.
- 13.5 Unless otherwise authorised in writing by the Trustees, no persons may live in sections which are not described as residential sections on the sectional plans of the Body Corporate.
- 13.6 No servant may be housed on the property without the prior written permission of the Trustees having been obtained. The granting of such permission shall be in the sole discretion of the Trustees and permission may be withdrawn at any time by the Trustees upon giving the owner or occupier seven days written notice of such withdrawal. In such event the owner or occupier shall ensure that the servant in question is permanently removed from the property or the section within the stipulated period.
- 13.7 The Trustees may, in their sole discretion, require all servants housed on the property or in a section to be registered with the Body Corporate and may require such servants to carry or display documents of identification.
- 13.8 No owner or occupier shall employ and/or house servants on the property or in a section illegally or contrary to any law, by-law, the Sectional Titles Act or the Rules of the Body Corporate.
- 13.9 Owners and Occupiers are responsible for the behaviour of their servants and must at all times ensure that they adhere strictly to the Management and Conduct Rules of the Body Corporate. In particular, the owners and occupiers shall ensure that their servants do not loiter on the common property; or store liquor on the property or in a section in excessive quantities; or behave in a drunken or disorderly manner; or allow the property or a section to be overcrowded with visitors; or contravene any law, by-law or the Rules of the Body Corporate.
- 13.13 An owner or tenant of a section shall ensure that the names and their particulars of all visitors and guests residing in his section for a period in excess of twenty-four (24) hours, shall be entered in the register kept in the Manager's flat.
- 13.14 No owner shall dispose of an undivided share in his unit in any fashion whatsoever, the effect of which disposal being that the person acquiring such undivided share shall be entitled to the exclusive use of that unit for a recurrent period of time annually or any other recurrent period of time and no other form of "time-sharing" whatsoever in respect of any unit in the scheme shall be permitted, either directly or indirectly, whether such time-sharing be on the basis of a sale (or any other form of disposal) of an undivided share in the unit or by way of sale (or any other form of disposal) of shareblocks under the Shareblock Control Act or by the promotion of a "club" with occupation rights to the club members of the relevant unit periodically for interrupted

periods during any one year or otherwise; neither shall any other form of limited occupation rights be allowed, the whole purpose of this rule being to disallow any form of "time-sharing", whether such form of "time-sharing" be in the format mentioned in this rule or not; save that "time-sharing" shall not include occupation rights which stem from a short-term lease dealing with one fixed period only or the common law rights of limited occupation known by the legal expressions "Usus, Habitatio" or "Usufruct", or any fiduciary or fideicommissary rights.

- 13.15 Persons utilising the swimming pool and tennis court facilities shall do so in a responsible manner and at their own risk.
- 13.16 Children must at all times be under supervision when utilising the swimming pool.
- 13.17 Recognised tennis dress shall be worn by persons utilising the tennis court facility.
- 13.18 No persons shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the section, or on the common property or on the building, and no person shall play, run or make noise in any carport, on the staircases, entrance areas, parking bays or in any part of the common property. Children shall not play in the lifts, stairways, passages, foyer or in the parking areas, and the riding of skateboards, bicycles or skates in the roadways, parking areas and garage levels is not permitted.
- 13.19 Owners and Occupiers of Sections shall not keep or do anything on the common property after notice in writing from the Trustees has been received requesting him to remove such article or refrain from continuing such activity.
- 13.20 Owners and Occupiers of a Section reserved for residential purposes shall not display for sale or sell any goods in his section without the prior written consent of the Trustees.
- 13.21 No exterior decorations may be attached to a Section and the exterior of a Section or the doors or windows may not be painted or otherwise treated unless specifically authorised by the Trustees.

14 LOSS OR DAMAGE

The Body Corporate shall not be responsible for any loss or damage suffered by an owner caused by the Body Corporate or by any servant or agent of the Body Corporate from any cause whatsoever, and it shall be the responsibility of an owner to effect his own insurances in respect of the contents contained in his section, or in any part of the common property.

15 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 seven days after the giving of written notice to remedy such breach by the Managing Agents, and if so, authorised by the Trustees, the Body Corporate shall be entitled to take such action as may be available to it in terms of the Act or by law.

This clause shall, however, not be construed so as to bar the Trustees or Body Corporate from seeking relief on an urgent basis from any Court of Law in circumstances where the failure to obtain such relief would lead to undue delays.

16 SALE OF UNIT

- 16.1 Subject to the rights of the bondholder of a unit, an Owner may not sell, exchange, donate or in any way dispose of this unit unless the prior written consent of the Trustees is obtained, which consent may not be withheld unless:
- 16.2 It can be shown that the prospective transferee will not be able to fulfill his obligations as Sectional Title Owner.
- 16.3 If doubt exists whether the prospective transferee, or one of his household will fit into the community and
- 16.4 If the prospective transferee has already indicated that he is not prepared to assume liability for his obligations.
- 16.5 The provisions hereof shall not apply to a transfer:
- a) to the Owner's spouse
 - b) to relatives in the first degree
 - c) to a beneficiary in terms of a deceased Owner's Will.

17 ELECTRICITY

An owner shall make his own arrangements with the local authority for the opening of an electric current and water account and for the supply of such current and water consumed in his Section. In the event of water being metered by the local or other competent authority, the owner shall be responsible for all costs and charges for the supply of such water as may be consumed in his section.

MALGROVE BODY CORPORATE
APPLICATION TO RESIDE OR LEASE IN THE COMPLEX

Unit No.
Name:
ID NO.

ARE YOU AWARE AS TO THE NUMBER OF PEOPLE ALLOWED TO RESIDE IN THE
FLAT AS PRESCRIBED BY THE CONDUCT/MANAGEMENT RULES **YES / NO**
ARE YOU PREPARED TO ABIDE TO ALL CONDUCT RULES **YES/NO**

NAME OF AGENCY/OWNER
CONTACT PHONE NO.
LESSEE'S PRESENT ADDRESS
.....
PRESENT AGENT/LANDLORDS TEL.
PRESENT OCCUPATION
CONTACT PHONE NO.....
CELL NO.

**NOTE: THERE IS A CHARGE OF R100 FOR THE USE OF THE SERVICE LIFT
MOVING IN AND WHEN MOVING OUT.
MOVES WILL ONLY BE ALLOWED BETWEEN 8AM-3PM WEEKDAYS AS PER
APPOINTMENT WITH SUPERVISOR. NO MOVES WILL BE ALLOWED ON PUBLIC
HOLIDAYS OR WEEKENDS.**

FILL IN THE NAMES OF ALL OTHER OCCUPANTS IN THE FLAT

NAME:ID NO.
NAMEID NO.
NAMEID NO.
NAMEID NO.

ANY DISCREPANCIES FOUND WHILST IN OCCUPATION WILL INVALIDATE THE
AGREEMENT OBTAINED FOR RESIDENCE.

SIGNATURE DATE

AGENT / OWNERDATE

TRUSTEEDATE

**MINUTES OF THE ANNUAL GENERAL MEETING OF MALGROVE BODY CORPORATE
HELD ON 26th AUGUST 2010**

PRESENT: Mrs A Jordaan - Elsie Marketing
Mr S Naidoo chairing the meeting
Members as per attendance register

1. **NOTICE OF MEETING**

The notice convening the meeting was taken as read.

2. **APOLOGIES**

Dr Mansoor

3. **ESTABLISHMENT OF QUORUM**

A quorum having been established the meeting was declared open.

4. **APPROVAL OF PREVIOUS ANNUAL GENERAL MEETING MINUTES**

The previous minutes were tabled and adopted.

MINUTES APPROVED

Proposed: Mrs Cleave

Second: Mr S Naidoo

5. **FINANCIAL STATEMENTS FOR THE YEARS ENDING 28th FEBRUARY 2009
AND 28th FEBRUARY 2010**

The Annual Financial Statements were tabled and approved.

FINANCIALS APPROVED

Proposed: Mr Fitzell

Second: Mrs Walker

6. **APPOINTMENT OF AUDITOR**

It was resolved that Morrison Murray be re-appointed as the Auditors for the ensuing year.

APPROVAL OF AUDITORS

Proposed: Mr S Naidoo

Second: Mrs Walker

7. **CHAIRMAN'S REPORT**

The Chairman's Report was tabled and read (copy attached).

8. **INSURANCE**

The insurance valuations as circulated to all owners were approved.

INSURANCE APPROVED

Proposed: Mrs Ragbir

Second: Mrs Cleave

9. **BUDGET**

The budget as circulated to all owners was approved and ratified.

BUDGET APPROVED

Proposed: Mr S Naidoo

Second: Mr Fitzell

10. **DETERMINATION OF THE NUMBER OF TRUSTEES AND ELECTION OF TRUSTEES**

It was proposed and unanimously voted that eight (8) Trustees as nominated be elected.

NUMBER OF TRUSTEES AND TRUSTEES ELECTED APPROVED

Proposed: Mrs Cleave

Second: Mr S Naidoo

The Trustees elected for the ensuing year are: Dr F Mansoor, Mr S Naidoo, Mrs F Limalia, Dr J Naidoo, Mrs S Walker, Mrs B Muir, Mr T Fitzell, Mr I Naidu

11. **DOMICILIUM**

It was resolved that the domicilium et executandi will remain 6 Prospect Hall Road, Durban North and for postal purposes c/o Elsie Marketing, 1 Lytton Crescent, Pinetown.

12. **RESTRICTIONS UPON OR DIRECTIONS TO THE TRUSTEES RESTRICTIONS**

It was resolved that the restriction would remain at R8,000.

DIRECTIONS

- a) Front entrance and mezzanine level doors.
- b) Waterproofing of top parking area and repairs to expansion joints.
- c) Substation doors.
- d) Tenant protocol.
- e) Security – Front gate.
- f) Lift and Fire Escape doors.
- g) Litter thrown onto common property.
- h) Supervisor's daily movements.

RESTRICTIONS AND DIRECTIONS

Proposed: Mr S Naidoo

Second: Mrs Walker

13. **GENERAL**

- a) Dr Cooppan discussed windows at his flat that needs replacement. Trustees will investigate and report on how this can be done.
- b) Mrs Greenwood complimented the Trustees on the clearing of the garden.
- c) Mrs Ragbir proposed a designated area for clothes drying commenting on clothes being dried on balconies.
- d) Staff should not be allowed to hang their washing in the trees or sleep on the common grass during lunchtimes.
- e) Mrs Cleave raised the arrears under the financials. She was advised that in comparison to other Body Corporates, Malgrove arrears are minimal and the correct procedures are being followed to collect arrears.
- f) It was requested that Bernard not be allowed to wash cars on weekends.
- g) Exposed garden wall to be washed.
- h) Old gate in the parking area to be moved or used to fence top area.

Mr Naidoo thanked Mr Fitzell and Mrs Cleave for all their hard work and assistance.

There being no further business to discuss the meeting closed at 19.10pm

CHAIRMAN