

SAN FRANCISCO BODY CORPORATE CONDUCT RULES

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1. GENERAL APPEARANCE

- 1.1. Littering, damaging or defacing of common property constitutes unacceptable behaviour.
- 1.2. The use of balustrades or corridors for hanging of items of clothing laundry or other items is prohibited. No washing may be visible from the outside of a Section.
- 1.3. Common Property may not be used as braai or cooking areas.
- 1.4. All blinds, curtains, burglar guards, air conditioners and other fittings, visible to the public and other residents' view, must be maintained in a good state of repair and in a clean condition. The colour and type of exterior doors and windows must not be changed or installed without the prior approval of the Trustees.
- 1.5. Corridors are to be kept unobstructed (fire safety requirement). No pot plants allowed in the corridors.

2. PETS

- 2.1. Animals, including reptiles, may not be kept within or on the property of San Francisco. Caged birds with the exception of parrots, are permitted provided they do not cause a nuisance, noise or inconvenience to any other occupier and has been agreed in writing by the Trustees.

3. LIFTS

- 3.1. No children under the age of ten (10) years may use the lifts unless accompanied by an adult.
- 3.2. Access to the lift motor room is prohibited to unauthorized persons.
- 3.3. Tenants moving into or out of the building must pay a levy as determined by the Trustees from time to time. The fee must be paid for in advance and a receipt will be issued by the Supervisor. Alternatively, the fee may be charged to the levy account of the owner concerned.
- 3.4. Smoking in the lifts is not permitted.
- 3.5. Moving furniture is only permitted between the hours of 09:00 and 16:00 on weekdays, and 08:00 to 12:00 on Saturdays.
- 3.6. Residents and tenants shall under no circumstances stand talking while holding the lift door open, thus preventing use by other residents.

4. REFUSE

- 4.1. Kitchen refuse must be placed in a plastic bag, adequately fastened and placed into the bin room. It is the responsibility of the resident concerned to clean up any spillage from leaking bags.
- 4.2. No refuse of any kind is permitted to be stored or disposed of on the common property.
- 4.3. Cigarette ends, bottle tops and other objects may not be thrown from windows or balconies.
- 4.4. Broken glass items must be pre-wrapped in paper as a precaution against accidents to the staff (City by-law).
- 4.5. No birds, cats or animals may be fed on the property or by throwing food out of windows or by placing food on window sills.
- 4.6. No furniture, boxes or builders rubble may be placed in the bin rooms.

5. STAFF

- 5.1. Only persons specifically authorized by the Trustees, may instruct or direct the staff of the Body Corporate during working hours. A resident or visitor may not harass or otherwise interfere with any staff member in the course of his/her duties.
- 5.2. No persons shall make private use of the staff employed by the Body Corporate during working hours.
- 5.3. All domestic staff, which includes those living-in and those employed on a daily bases, must be registered with the Supervisor. He/she must also be supplied with identity numbers for records purposes.

6. NUISANCE /NOISE

- 6.1. A resident/visitor/customer shall not cause or permit conduct of whatever nature in his/her section or upon any part of the common property or within the vicinity of San Francisco, nor do or permit any act, which shall constitute or cause an unreasonable nuisance or inconvenience to any other resident.
- 6.2. Radios, musical instruments, CD players and tape recorders, and TV sets must be used in such a manner as not to be heard in adjoining flats or on the common property.
- 6.3. Occasional drilling and hammering may not take place before 07:00 or after 14:00 daily Monday to Friday. On Saturdays work can be undertaken between 07:00 and 12:00. No drilling or hammerings may be undertaken on Sundays. The ONLY exception to the above rulings may take place in case of an emergency.
- 6.4. Noise levels should be kept to an acceptable level at all times to avoid disturbances to residents. Silence must be maintained between the hours of 22h00 and 8h00.

7. ACCESS

- 7.1. Right of admission to the premises is reserved. No Visitors will be granted access to the building between 22h30 and 06h00.
- 7.2. No individual under the influence of alcohol or drugs will be granted access to the premises.
- 7.3. 24 Hour notice must be provided to the office for overnight visitors. A visitor contact details form must be completed and accompany the request for overnight visitors.
- 7.4. No bicycles, surfboards, furniture, goods or items of any sort or description are allowed through the front entrance of this building.

8. INSPECTION

- 8.1. A resident shall permit any person authorised in writing by the Trustees at all reasonable hours, on notice (except in the case of an emergency) to enter his/her flat for inspection or maintenance services (e.g. electricity water, telephone) as may be required for the building.

9. PARKING / GARAGES

- 9.1. Parking on the driveway is prohibited.
- 9.2. Parking of vehicles, other than cars or light delivery vans, is prohibited on the common property without prior consent of the Trustees, and then only in areas designated by the Trustees. Parking in designated loading areas is restricted to loading or off-loading, and then to a maximum period of 30 minutes.
- 9.3. No vehicle may be parked so as to obstruct the free maneuvering of any other vehicle on the common property.
- 9.4. It is strictly prohibited to make use of any parking bay, or any part of the common property, for the housing of any boats, caravans, trailers, or other such equipment.
- 9.5. Owners of parking bays may rent out bays not being utilised, to residents of San Francisco, but not to anyone living outside the building.
- 9.6. Illegal parkers will be subject to a fine at the discretion of the Trustees. This will be imposed on the owner.
- 9.7. Under no circumstances may owners or residents have an altercation with the Resident supervisor or staff. Queries must be directed to either the Chairman or a Trustee.
- 9.8. Parking is at own risk.

10. MOTOR VEHICLES

- 10.1. No resident shall allow any unlicensed or unroadworthy vehicle to be brought onto the common property, nor shall he/she allow any vehicle to be parked permanently in such a way that might reasonably be interpreted as abandonment.
- 10.2. Persons whose motor vehicles persistently leak oil or damage the surface of the parking bay in any way will be required to remove or repair such vehicle and bear the costs of repairs to the common property.
- 10.3. No vehicle is permitted to exceed a speed of 15 kms per hour.
- 10.4. The washing of motor vehicles on the common property by means of a hosepipe or fire fighting equipment is prohibited.

11. ALTERATIONS

- 11.1. Alterations of any structural nature, or the demolition of any part of the internal walls or other such work, may not be undertaken without the prior written consent of the Trustees.
- 11.2. Refurbishing in any form may only be undertaken with the prior consent of the Trustees.
- 11.3. Fitting of solar shield film to windows, or any other change to the external appearance of the building, requires the prior written authority of the Trustees.
- 11.4. Air-conditioning units may be fitted with the prior written consent of the Trustees. It is a condition that a pipe is fitted to ensure that water does not drip from the unit onto windows. Air-conditioners must be kept maintained to the satisfaction of the Trustees.

12. COMMON PROPERTY

- 12.1. The riding of bicycles, tricycles or toys and the use of skateboards or roller skates on the common property are prohibited.
- 12.2. No unauthorized person shall enter onto the roof of the common property.
- 12.3. No ball games are permitted on the common property.
- 12.4. Residents must supervise their children, and those of visitors, to ensure that no damage is caused to the common property or a nuisance created insofar as other residents or neighbours are concerned.
- 12.5. Entrance to all utility rooms, such as the meter and pump rooms, belonging to San Francisco is strictly prohibited.
- 12.6. Smoking and the consumption of alcohol are not permitted on any part of the Common Property.

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12.7. No Braai's are permitted on the Common Property or within a section.

12.8. No loitering is permitted on the Common Property.

13. LETTING AND SELLING

- 13.1. An owner may let their apartment but such letting or parting of occupation shall not in any way release the owner from his or her obligations to the Body Corporate.
- 13.2. No tenants or other persons to whom occupation is proposed to be given will be permitted to take up residence unless interviewed by the Trustees. The Conduct Rules shall be incorporated in and shall form part of all Agreements of Sale or Lease.
- 13.3. Residents must advise the Supervisor/Trustees at least seven (7) days prior to moving in or out of the building.
- 13.4. The premises shall not be used for immoral or illegal purposes.
- 13.5. No part of the flat may be used as a workshop.
- 13.6. No sub-letting will be permitted.

14. OCCUPANCY

14.1 The maximum number of occupants permitted per flat (regardless of age) is as follows:

Bachelor Flats (flats ending with 02)	- 2 persons
1 Bedroom Flats (flats ending with 03,04,05)	- 3 persons
2 Bedroom Flats (flats ending with 01,06,07)	- 5 persons.

An overcrowding fee up to R5000 per additional occupant will be charged at the discretion of the Trustees.

15. CORRESPONDENCE

- 15.1. Complaints, ideas and/or suggestions are to be in writing, addressed for the attention of the Chairman of the Board, and deposited with the supervisor or managing agent.

16. FIRE INSURANCE

- 16.1. Residents shall not perform any act, or keep any substance, such as inflammable liquids, which may cause the fire insurance of the building to be rendered void or jeopardized or result in an increase in the fire insurance premiums.

17. KEYS

- 17.1. Owners and residents are required to lodge a set of door and security gate keys with the Supervisor for use in an emergency only.

18. SECURITY

- 18.1. Owners and residents are to ensure that every contractor and workman employed at the building, reports to the Supervisor's office to introduce themselves, prior to commencing work in a flat.
- 18.2. When going away for any lengthy period, residents should inform the Supervisor in writing giving contact numbers and an address where they may be reached in an emergency.
- 18.3. Residents are reminded that security is at their front door. All residents must establish who is at their front door before opening. Residents should also report any strange events, or incidents immediately to the Supervisor or a Trustee.
- 18.4. Owners and residents with electronic gate tokens are reminded to take particular care of them and to report the loss thereof immediately to the Supervisor so that the access number can be removed from the control system.
- 18.5. Should any resident have a query concerning security or the night watchman, please communicate with the Supervisor or Trustee.

19. PENALTIES

- 18.1 Contravention of any of these Conduct Rules by an occupier may result in a financial penalty being levied on the responsible owner by the Trustees.
- 18.2 The following penalties will be applicable and may be varied at the discretion of the Trustees:
 - 18.2.1 First offence: Written warning;
 - 18.2.2 Second offence: Fine not exceeding R2000 (two thousand Rand);
 - 18.2.3 Third offence: Fine not exceeding R5000 (five thousand Rand);
 - 18.2.4 Any subsequent offences: Fines not exceeding R10 000 (ten thousand Rand).
 - 18.2.5 The Trustees may require lease contracts to be cancelled should tenants continue to transgress the Conduct Rules.
- 18.3 Penalties will be debited to the owners levy account and owners will be responsible for recovering penalties from their lessees.

20. FEES/DESPOSITS

- 20.1. Overnight visitor's fees/~~lift~~ fees will be charged at a rate determined by the Trustees from time to time.
- 20.2. An upfront deposit will be required prior to any renovations taking place. The amount of the deposit to be determined by the Trustees based on the nature and duration of the renovations.

Notes:

It is recognized that these Conduct Rules are in position for the benefit of all owners and residents. Any breach of these rules will be subject to sanction imposed by the Trustees which may take the form of warnings, fines and in extreme conditions, legal action or termination of leases and evictions.

Owners are responsible for their tenants and any misdemeanors undertaken by the tenants will result in sanctions against the owners.

These rules apply equally to all residents/owners/visitors/commercial sections.