

BODY CORPORATE OF THE BLOCK
THE CONDUCT RULES

1.0 PRELIMINARY

- 1.1 The Rules contained in this Schedule shall not be added to, amended or repealed except by special resolution of the members of the Body Corporate and in accordance with the Sectional Titles Act.

2.0 INTERPRETATION

- 2.1 In the interpretation of these Rules, unless the context indicates otherwise:
- 2.1.1 "Act" means the Sectional Titles Act (No. 95 of 1986) as amended from time to time, and any Regulations made and in force thereunder
- 2.1.2 Words and expressions used shall bear the meanings assigned to them in the Act
- 2.1.3 "Trustee" shall include an alternate trustee.
- 2.1.4 Words importing :
- the singular number only shall include the plural, and the converse shall also apply;
 - the masculine gender shall include the feminine and neuter genders, and the neuter gender shall include the masculine and feminine genders.
- 2.1.5 The headings to the respective Rules are provided for convenience of reference only, and are not to be taken into account in the interpretation of the Rules.
- 2.1.6 "the Buildings" shall mean the buildings to which these Rules apply.
- 2.1.7 "Owner" shall be deemed to include tenant/occupier from time to time.
- 2.1.8 "Personal Use Areas" shall be those portions of Common Property that can be rented for personal use on a regular basis by an Owner, on written permission of the Trustees. Such permission may be withdrawn on sufficient and reasonable grounds at any time.
- 2.1.9 "Exclusive Use Areas" shall be those portions of the Common Property, which are allocated permanently for the exclusive use of the Owner of the Section, in terms of section 27A of the Act and which are delineated on the Exclusive Use Area Plan which has been filed in the Deeds Office.

3.0 USER

3.1 BUSINESS

- 3.1.1 Sections 1-4 are zoned for general business and trading use and may only be used for these purposes. The specific business carried on in the aforementioned sections, shall be subject to the prior written approval of the Umhlanga Ridge Town Centre Management Association. Each owner shall be obliged to apply for the relevant trading licence and shall comply with the requirements of the Association as well as any town planning requirements imposed by the Local Authority.
- 3.1.2 The remainder of the sections may only be used for residential purposes and for no other purposes whatsoever.

3.2 OCCUPANCY

The maximum occupancy per unit is two persons per bedroom.

3.3 INSURANCE

An Owner shall not do or permit to be done in his Section or on the Common Property anything which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

The Body Corporate shall not be responsible for and the owner indemnifies the Body Corporate against any loss or damage suffered by an owner or occupier caused by any member of the Body Corporate or any servant or agent of the Body Corporate from any cause whatsoever and it shall be the responsibility of an owner or occupier to effect his own insurances in respect of his personal effects contained in his Section or in any part of the common property.

3.4 PETS - ANIMALS, REPTILES AND BIRDS

3.4.1 the keeping of any pets, animals, reptiles and birds of whatever nature, within the complex is not permitted.

3.5 OCCUPANCY LIABILITIES AND CONDUCT

3.5.1 All Owners and Occupiers of Sections shall ensure that their respective activities in, and uses of, the Common Property and of the Section or any part thereof, and of 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, and in accordance with the Rules made in terms of these Rules, and of the provisions of the Act.

3.5.2 An Owner shall not cause or permit any disorderly conduct of whatsoever nature in the Section or upon any part of the Common Property, nor do or permit any conduct, act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other Owner or Occupier or member of the Body Corporate.

3.5.3 An Owner 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.

3.5.4 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.

3.5.5 All owners and occupiers shall have their curtains lined with white fabric other than where venetian or bamboo blinds are being used, in which instance these must be of either a wood grain or white or beige colour.

3.5.6 An Owner shall not allow any of his linen or clothing to be hung on the outside of any Section except in a place specially designated therefor.

3.5.7 No exterior decorations or burglar-proofing/security gates, may be attached to a Section and the exterior of a Section may not be painted or otherwise treated unless specifically authorised by the Trustees.

3.5.8 No braaiing (barbaqueing) of food over any open fire including kettlebraais whether fueled by coal, charcoal, wood, gas or electricity is permitted on the balconies. Only designated braai facilities on the common property may be used for this purpose.

3.6 GARDEN AND COMMON PROPERTY

3.6.1 All gardens within the Complex, are subject to approval of the Trustees, who may, at any stage, require alterations/removals if these are considered to be in the interests of the Body Corporate.

4.0 SALES and LETTING

4.1 SELLING OF GOODS The Owner of a Section reserved for residential purposes shall not display for sale signs or sell any goods in his section without the prior written consent of the Trustees.

4.2 LETTING

An Owner may sell, let or part with occupation of his Section provided :

- 4.2.1. that no such selling, 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 made in terms thereof or terms of the Act;
- 4.2.2. that he has advised the Trustees in writing of this intention to do so.
- 4.2.3. that as a condition precedent to any such selling, letting and/or parting with occupation, the Owner shall secure from the Purchaser, Lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the Body Corporate that such a purchaser, lessee or occupant (s) 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 Purchaser, Lessee or person being given occupation of the Section.
- 4.2.4. No owner may let his section on a timeshare basis or advertise the property for short term letting. In other words , no owner will be permitted to sell to any persons the right to occupy their unit or any part thereof for a certain limited period of time on an annual basis.

5.0 GAMES & ACTIVITIES

- 5.1. No person shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of a Section or Common Property, and no person shall play, run or make a noise in any part of the Common Property not specifically designated for such activity, including the pool and recreational areas.
- 5.2. No skates, skateboards, rollerblades or similar noisy articles are permitted on the roads or pathways. Bicycles, tricycles are permitted on the roads only (not only on the pathways), and, if ridden by a child, shall be under the supervision of a responsible adult. The owner indemnifies the Body Corporate and the Trustees against any injury that may result to any person from such activities.
- 5.3. Hobbies or other activities which cause undue noise to other occupiers are not permissible.

6.0 GARAGING & PARKING

- 6.1. Owners shall at all times ensure that no oil is allowed to drop onto, or to soil any portion of the Common Property and any parking area constituting portion of the Common Property (including exclusive parking areas), which is caused by any Owner or Occupier shall be kept free and clean at all times.
- 6.2. No articles other than road vehicles may be kept in a car port or open parking bay.
- 6.3. Repairs to motor vehicles, caravans, boats (including jet skis and canoes) and trailers are not permitted on Common Property.

7.0 VEHICLES

- 7.1. The trustees may cause to be wheel-clamped, removed or towed away, at the risk and expense of the owner or user of the vehicle, any vehicle parked, standing or abandoned on the common property (other than on the permanently assigned parking bays for the exclusive use of the owner of the designated units) in breach of these rules without prejudice to the disciplinary proceeding and imposition of fines referred to in Rule 18.
- 7.2. Motor Vehicles may be washed (preferably no more than once per week) only in designated washing bays.
- 7.3. Vehicles may not travel at speeds which are determined by the Trustees as excessive and definitely not in excess of 20 kilometres per hour on any portion of the Common Property and all traffic signs must be adopted.
- 7.4. No sleeping is allowed in caravans or vehicles on any portion of the Common Property, garages or carports.

8.0 EMPLOYEES

- 8.1. For security purposes no worker or domestic help may be employed by any of the Occupiers unless prior permission of the Trustees has been obtained, which may be withdrawn at any time by the Trustees if due cause is shown. Employees and domestic help are obliged to wear authentic identification cards while in Sections or on Common Property. In the event of the Owner or Occupier receiving notice of withdrawal, he shall ensure that the worker in question vacates the property or the Section within the stipulated period.
- 8.2. No employee or domestic help is permitted to sleep on the common property, including any exclusive use storeroom, at any time.

- 8.3. The services of Body Corporate employees may not be utilised by Owners/Occupiers/Residents, either in or outside of working hours, without the prior permission of the Trustees or manager (if so appointed).
- 8.4. An Owner/Occupier shall not interfere with the Body Corporate's Contractors or their staff in the course of their duties on the common property. Complaints, suggestions or requests are to be directed to the Chairman of the Body Corporate in writing, or to the Managing Agents.

9.0 SANITATION SERVICES

- 9.1 No rubbish or refuse may be left on any portion of the Common Property, or elsewhere, including any Section where it will be visible from the Common Property, whether in a container or not. Use must be made of the refuse chutes specifically introduced for the disposal of rubbish and refuse.
- 9.2 An Owner/Occupier shall provide his own container for refuse and shall keep it in the place provided for it in his Unit until it is disposed of.
- 9.3 An Owner/Occupier is responsible for the daily removal from the Complex of any rubbish or refuse such as builders rubble and material, broken furniture, strip lights, broken glass or other material. Such material is not to be dumped at the Refuse Site or included with garden or kitchen refuse.

10.0 SILENCE

- 10.1 Silence must be maintained between 22h00 and 07h00 every day.
- 10.2 Motor hooters may not be used on the Common Property except in an emergency, nor may any sounding car alarms be left unattended by the owner thereof at any time.
- 10.3 Radios, musical instruments, record players, television receivers, etc must be used in such a manner as not to be an annoyance to others.

11.0 SUNDRY PROVISIONS

- 11.1 Cigarette ends and other litter may not be thrown from buildings or discarded on Common Property.
- 11.2 Inflammable and other hazardous material or articles may not be brought onto the Common Property or into any Section.
- 11.3 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 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 his section and taking such action as may be reasonably 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.

12.0 VISITORS & GUESTS

- 12.1 An Owner or Occupier of a Section is liable for the conduct of his visitors and he must ensure that all rules in terms of the Act, or the Rules are adhered to at all times.
- 12.2 Any of the guests of an Owner or Occupier shall be entitled to use the communal facilities, provided that they are accompanied by such Owner or Occupier.
- 12.3 Residents must supervise any children visiting them, so that no damage, interference or nuisance is caused to others, to their property or to the Common Property.

13.0 ALTERATIONS and RE-DECORATING

- 13.1 INTERIOR : An Owner may make alterations to the interior of his section, but no structural alterations nor alterations to the water, 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.

- 13.2 **EXTERIOR** : No alterations or additions may be made to the exterior of a unit without written application and submission of plans to the Trustees for their approval. Plans must also be approved by the Municipal Authorities and the Umhlanga Ridge Town Centre Management Association, when necessary. It is the Owners responsibility to obtain such approval as well as approval from any other relevant authority. Alterations to the original Section must be registered with the Deeds Office.
- 13.3 No alterations or additions may be made to the exterior style or façade of a unit, and in particular, no reflective glass is to be fitted to any windows and no air conditioning units are to protrude from the unit.
- 13.4 An Owner may place in his Section at his own expense any improvements, additions, fixtures or fittings including light fittings, refrigerators, air conditioning, woodwork, panelling, wallpaper, ceilings, doors or decorations which will not cause any damage to the buildings, subject always to the condition that the Owner comply with Building and Safety Regulations, and shall at no stage do anything which is likely to endanger or jeopardise the safety of others or of his own or the Common Property.
- 13.5 Fixtures may not be removed on resale except with the buyers and Trustees' consent. When vacating a Unit the Occupier must ensure that any damage caused through removal of fixtures, etc., both internal and external, are repaired to the satisfaction of the Trustees and the new Owner/Resident.

14.0 OWNERS DEFAULT

- 14.1 If an Owner (whether 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 three (3) days after the giving of written notice to remedy such breach by the Trustees or by the Managing Agents, if so authorised by the Trustees, the Body Corporate shall be entitled to take such actions as may be available to it in terms of the Act or by Law.
- 14.2 If an Owner fails to repair or maintain his Section in a state of good repair as required by Section 32(c) of the Act, or fails to maintain adequately any area of Common Property allocated for his exclusive use and enjoyment, and such failure persists for thirty (30) days after the giving of written notice to repair or maintain, given by the Trustees or the Managing Agents on their behalf, the Body Corporate shall be entitled to remedy the Owner's failure and to recover the cost of doing so from such Owner.
- 14.3 For the purposes of this Rule, the Trustees and/or the Managing Agents and/or workmen shall be entitled to enter a Section and the grounds pertaining thereto, after due notice has been served on the Occupant.
- 14.4 Owners are required to keep their air-conditioning units 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 air-conditioning 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 whatsoever to compensation therefore.
- 14.5 The complex is wired for television reception which includes DSTV antennae. Should there be any need for any additional antennae the owner must obtain permission from the Trustees in writing prior to installation of an external television or radio antenna or of a satellite dish.

15.0 SUB - DIVISION

- 15.1 No Owner shall sub-divide or partition any Section or any part thereof without first obtaining the prior written approval of the Trustees who in giving such approval may attach such conditions thereto as they in their discretion shall deem fit.

16.0 ELECTRICITY

- 16.1 A new Owner or Resident shall make his own arrangements with the local authority for the opening of an electricity current account and for the supply of such current, and shall pay for all the electric current consumed in his Section.

17.0 WATER

- 17.1 A new Owner or Resident shall make his own arrangements with the local authority for the opening of a water account and for the supply of such water, and shall pay for all the water consumed in his Section.

Trustee

Trustee

SCHEDULE

ADDITIONAL CONDUCT RULE ADDED IN TERMS OF SECTION 35 (2) (b) SECTIONAL TITLES ACT, 1986

18. ENFORCEMENT OF RULES BY FINES

In the event of an alleged breach by an owner of any of his obligations under the Act or any of the management or conduct rules, then the trustees shall have the remedies hereafter set out in addition to and without prejudice to any other remedy available.

The owner or occupier may appear before a committee of not less than three trustees to answer any alleged breach and to show cause why a fine should not be imposed.

The owner shall be given written details of the alleged breach and reasonable notice of the hearing. The types of offences that will attract a fine will be determined by the trustees from time to time and will include (but not limited) to the following:-

1. Tail gating into the complex R500
2. Fire break alarm R500
3. Smoking in common property R500
4. Littering and leaving of refuse in incorrect locations R500
5. Any breach of the Conduct Rules

The hearing shall be held as soon as possible and shall be informal. The committee shall consider evidence and documents relating to the alleged breach. The owner or occupier may be represented and shall be allowed to present evidence and documents.

After the hearing, the committee shall reach its decision and give written notice thereof to the owner together with any fine imposed.

The trustees shall be entitled to impose fines for any breach referred to in this rule in accordance with a schedule of fines as determined by the trustees.

Should the owner fail to appear at the hearing, then the committee shall reach its decision in his absence and thereafter notify the owner in writing.

In the event of the owner disputing the decision or the amount of the fine, such dispute shall be resolved by arbitration in terms of Management Rule 71.