

SAN LEANDRO BODY CORPORATE

HOUSE RULES

(Made in terms of Clause 26(c) of Schedule 1 to the Sectional Titles Act 1971)

1. CONTROL:-

Control and administration of the building, grounds and of the Body Corporate's property generally, together with all matter relating thereto, shall be vested solely in the Board of Trustees (Trustees).

2. USE OF THE BODY CORPORATE'S PROPERTY:-

All members and /or residents shall ensure that their respective activities on and uses of the property of the Body Corporate (BC) or any part thereof with all its services, facilities and amenities shall at all times be conducted and carried out with reasonable and diligent care and with due and proper administration for the members of the B.C. and for any occupant of any portion of the B.C.'s property, and in the accordance with these regulations. These regulations shall likewise apply to guests and servants of members and /or residents while they are on the B.C.'s property

3. ALTERATIONS TO PREMISES:-

(a) No balconies shall be altered or exterior blinds, awnings or other fittings installed and no structural alterations shall be effected save with prior written approval of the Trustees.

(b) Air-conditioning units may be installed only with prior written approval of the Trustees, who shall be entitled to approve or disapprove of any particular make, design, position or method of installation.

(c) Colours of exterior paint work on doors, windows etc shall not be changed without prior written approval of the Trustees.

4. HAZARDS:

(a) **FIRE:-** Residents may not store inflammable liquids on the premises or commit or permit any act which would increase the hazard of fire or have the effect of increasing the rate of insurance premium paid by the B.C.

(b) **WATER:-** A resident will be held responsible for any damage to other flats or to any other part of the property resulting from the penetration of water through the floor or walls of his flat if negligence is established.

5. SERVICE:-

Residents, may not, under any circumstances interfere with the schedule of times of service of flat windows, or cleaning of the block as laid down by the Trustees.

6. SECURITY:-

(a) Residents are to supply the Trustees with personal information (e.g holder of duplicate keys, telephone numbers of alternate contacts) for use in an emergency and details of any domestics employed by the residents.

(b) Residents must inform the Trustees should they intend leaving their flat unoccupied for extended periods.

(c) Residents are requested to discourage unauthorised traders, hawkers, collectors etc from entering the premises and any others found causing a nuisance on the premises.

(d) Servants are to be advised in advance if they are to allow access to non-residents at any time. They must under no circumstances allow ANY unauthorised access to any person.

(e) The entrance security gate/door must at all times be allowed to close unhindered (i.e. not propped open with obstructions). This negates the strict security measures in the building.

7. DOMESTIC SERVANTS:-

Residents are entitled to employ domestic servants at the discretion of the Trustees and subject to the following conditions:-

(a) The Trustees must be informed immediately whenever a new domestic is employed or any domestic is dismissed,

(b) Domestic servants will not be permitted to have visitors.

(c) Residents are to supply their domestics with soap, toilet paper etc. in order to ensure that the ablutions are kept in a clean, hygienic condition.

(d) Residents are to supply their domestics with door keys to facilitate their movement to and from their units. The Trustees of the B.C. are not responsible to unlock flats for domestics.

8. NOISE AND UNRULY CONDUCT:-

- (a) No resident shall cause or permit noisy or unruly conduct either in his own flat or elsewhere upon the premises which may cause a nuisance or disturbance to other residents in the quiet enjoyment of their own premises or which is likely to effect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other resident. The use of hi-fi equipment or the playing of musical instruments to the extent that others are disturbed,, is prohibited . In any event, silence is to be maintained between 22,30 and 7.00 from Sundays to Thursdays and between 00.30 and 7.00 Friday and Saturdays.
- (b) Alterations/renovations are permitted Monday to Friday (except Public Holidays) from 07.30hours to 17.30hours.
- (c) Alterations/renovations are NOT PERMITTED over weekends or Public Holidays.

9. DAMAGE TO PROPERTY:-

No resident shall cause or permit any act which might result in damage to or disfigurement of the property.

10. UNSIGHTLINESS:-

- (a) Blinds, curtains 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.
- (b) Household linen, blankets or clothing of any description shall NOT BE HUNG to dry or air, or unsightly objects exposed on balconies, windows or the exterior of the premises so as to be visible to public view.
- (c) No resident or his guest or servant shall deposit refuse , litter or private property in the corridors, lifts or other public areas of the building or throw such from balconies or windows. N O CIGARETTES TO BE THROWN OUT OF WINDOWS. Carpets or mats shall not be shaken or dusted or beaten over balconies or through windows or over landing parapets. Vacuum cleaners are not to be cleaned on lawns or at main entrances to the block.
- (d) No outside radio or television aerials shall be permitted in or about the building without the prior written consent of the Trustees.
- (e) Windows that are broken in flats are the responsibility of the occupants and are to be repaired promptly to prevent the building from looking unkempt.

11. ANIMALS:-

No animals, pets or caged birds shall be kept on the premises unless expressly permitted in writing by the Trustees. Under no circumstances shall animals be allowed in the building or any part of the common property.

12. GAMES:-

No ball games are permitted in any unit or any public portions of the building. No bicycle riding, skate boarding, roller skating, scooter riding, or recreational activities of any nature are permitted in foyers, lifts driveways or any part of the common property.

13. LAUNDRY:-

Drying lines are for the use of residents only. Laundry must not be allowed to hang on the lines if dry. Clothes must not be left overnight on the lines. The Trustees and owners hereby indemnify themselves from any claim arising as a result of loss or damage to any items whilst on the drying lines.

14. CAR WASHING:-

The washing of cars on the premises by means of a hose-pipe is forbidden. Only the use of a bucket. Cars to be washed in your own garage or parking bay.

15. REFUSE REMOVAL:-

(a) Domestic refuse is to be placed in sealed plastic bags on the landing beneath the kitchen window between 6.00 and 6.45 a.m. Mondays to Fridays ONLY. Refuse will NOT be collected on weekends or Public Holidays and residents are requested to place any surplus refuse in the Bin Area at the end of the driveway by the exit security gate. Refuse is NOT to be left out overnight, weekends or on Public Holidays.

(b) The Municipality will only remove domestic refuse, therefore any builders rubble, car parts, computers parts or household articles must be personally removed from the premises, and may not be left on the common property.

(c) Under no circumstances may residents or their guests or servants be permitted to throw cigarettes, cigarette butts, tissues, sweet papers or other domestic refuse from the windows or allow such items to be strewn around the common property or in the flowers pots.

16. MONTHLY LEVIES:-

Monthly levies are payable in advance by no later than 5th of each month, failing which a fee of R30.00 (thirty Rand) per month will be charged for every month for the month/s outstanding in order to cover additional costs. Cash money or cash deposits are not acceptable unless the owner pays the cash deposit charge applicable at that time by the bank.

17. OCCUPANCY:-

The maximum number of persons which may be allowed to occupy a unit on a permanent basis is as follows:-

2 bedroom unit	4 persons
3 bedroom unit	6 persons.

18. LETTING OF UNITS:-

(a) All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these rules. Notwithstanding any provision to the contrary contained in any lease or grant of rights of occupancy.

(b) Owners must firstly have prospective tenants vetted by the Trustees in order to obtain written acceptance prior to occupation.

(c) Tenants must be made fully aware of the House Rules and the consequences of any breach thereof.

(d) The owner shall remain primarily responsible for the occupant's compliance with these regulations and without prejudice to any rights which the Body Corporate may have, it shall be entitled to call upon the owner to cause the tenant to vacate the unit within a time limit specified in such notice with no claim.

(e) Owners letting their premises to third parties shall ensure that a copy of these rules be incorporated into the lease agreement with any tenant and any reference in these rules to the owners shall be construed as a reference to such owner's tenant subject to the Trustees right of recourse against the owner if the tenant fails to comply with the directions of the Trustees.

(f) Owners are obliged to lodge copies of leases with the Trustees in order to ensure compliance with these rules.

19. SELLING OF UNITS:-

- (a) Owners must inform the Trustees if they intend selling their Unit and which Estate Agents will be dealing with the sale.
- (b) To protect our security, Estate Agents must go down to the front door and let the person interested in viewing the flat into the block, not just open the door from the flat.
- (c) Sale Notice Boards are not allowed to be attached to our fence or put in the garden. The day the flat is on show, a board may be put on the pavement outside the block at the times the flat is on show and also the number of the flat to be put on the board.
- (d) Owners must give the Estate Agents all the particulars pertaining to the Flat, i.e. Unit/Section No., Garage No., Square metre of the flat, Participation Quota and the current monthly levy.
- (e) A set of House Rules to be given to the Estate Agent/s.
- (f) Advise perspective buyer that there is no Parking Bay allocated to a specific flat. This is on a “roster” system and application must be made in writing to the Trustees. Refer Rules 21 (e) and (f) PARKING.

20. CONSEQUENCES OF LIFT REPAIRS:-

The Trustees shall not be responsible for any interruptions of the lift service or electricity supply, nor for any loss or any inconvenience any person may suffer in consequence thereof, except to ensure due expedition to repair, improve or reconstruct same when necessary.

21. PARKING:-

- (a) Cars may not be parked on the property except in a parking bay or space demarcated for such purpose. Parking in an unreserved bay or space on a permanent or semi-permanent basis is prohibited.
- (b) Owners or occupiers shall ensure that their vehicles and the vehicles of their visitors and guests. do not drip oil, brake fluid or any other substance on to the common property or in any other way deface the common property.
- (c) No owner 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.
- (d) Parking Bay rentals are payable in advance by the 1st of the month. Failure to pay such rentals on time will result in the bay being allocated to another resident..

- (e) Parking bays are not “linked” to certain flats and therefore may NOT be transferred from one owner to the next or from one tenant to the next whenever there is a change of occupant in any unit.
If the owner vacates his/her flat he is not entitled to the use of a parking bay
- (f) There are insufficient parking bays for each unit, therefore they are allocated on a “roster” basis, as and when they become available. Application must be made in writing to the Trustees to reserve a parking bay for future allocation.
- (g) Parking bays are for motor vehicles only.
No caravans, motorised homes, trailers, boats etc are allowed.
ONLY ONE VEHICLE PER PARKING BAY IS ALLOWED.
- (h) A resident may only park in the bay allocated to him/her, unless prior permission has been obtained from the person to whom the bay has been allocated.
- (i) Residents will at all times be held responsible for their visitors and workmen which they allow on to the premises. Without prior arrangement, visitors and workmen must park outside the property.
- (j) The Trustees and owners hereby indemnify themselves from any claim which may arise as a result of damage caused to vehicles from any cause whatsoever whilst parked on the common property.
- (k) Garages must be kept closed and locked at all times in order to prevent access by unauthorised persons to other garages.
- (l) 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.
- (m) 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.
- (n) Parking Bays may not be sub-let to another person.

22. **PASSENGER LIFT : CURRIE ROAD ENTRANCE:-**

MOVING OF HOUSEHOLD FURNITURE, APPLIANCES, ETC.,

CARPET CLEANING MACHINES OR HEAVY OBJECTS.

This lift must not be used for household furniture, appliances, boxes, carpet cleaning machines etc., or heavy objects which may cause damage to the flooring.

If there is a problem with using the Service Lift (car park entrance) the owner /tenant must contact, in writing, one of the Trustee (names of Trustees on Notice Board), at least 48 hours prior to the move, and arrangements will be made to have the protective wooden floor put in place.

Contractors working on a flat must only use the Service Lift.

ANY DAMAGE CAUSED TO THE FLOOR WILL BE FOR THE OWNER'S ACCOUNT.

23. **BREACH OF RULES:-**

These House Rules have been established in terms of Clause 26(1)c of Schedule 1 to the 1971 Sectional Titles Act and the Trustees authorised to take appropriate action in the event of a breach thereof .

THESE HOUSE RULES WERE APPROVED AND AMENDED AT AN ANNUAL GENERAL MEETING OF THE OWNERS ON THE 4th AUGUST 2004 AND SIGNED ON THEIR BEHALF.

PARKING BAY RULES WERE APPROVED AND AMENDED AT A TRUSTEES MEETING ON 1st DECEMBER 2004 AND SIGNED ON THEIR BEHALF.

RULE 22 WAS ADDED AT A TRUSTEES MEETING ON 7th SEPTEMBER 2005 AND RULE NO 22 HAS BEEN CHANGED TO RULE 23.

RULE 8 WAS AMENDED AT A TRUSTEES' MEETING ON 7th DECEMBER 2005.

RULE 15 (a) WAS AMENDED AT A TRUSTEES' MEETING ON 16th FEBRUARY 2009.

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M. ELLERO
CHAIRMAN

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T. E. MAPLE
TRUSTEE