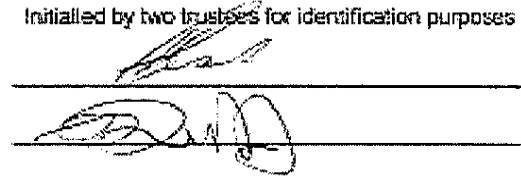


## SCHEDULE

Initialed by two trustees for identification purposes



N.B. Trustees to initial each page of the Conduct Rules

## BODY CORPORATE OF MORETON HALL

No. SS 267/2013

### CONDUCT RULES

SUBSTITUTED IN TERMS OF

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

*Note :* These rules are binding on occupiers, lessees, employees, guests and family members. It is the duty of an owner to ensure compliance (see Management Rule 69).

1. **ANIMALS, REPTILES AND BIRDS**
  - 1.1 With the prior written consent of the trustees, an owner or occupier may keep up to two caged birds, but otherwise shall not keep any animal, reptile or bird in a section or on the common property. An owner or occupier applying for such consent shall do so on the prescribed form required by the trustees.
  - 1.2 When granting such consent, the trustees may prescribe any condition.
  - 1.3 The trustees may withdraw such consent in the event of a breach of any condition prescribed in terms of sub-rule 1.2.
  - 1.4 In the event of consent being withdrawn in terms of 1.3, the trustees shall have the right to require any such bird to be removed from the complex.
  - 1.5 This rule shall exempt any cat or dog kept by an owner or occupier prior to these rules taking effect and which have been recorded in a register kept by the trustees. Such dog or cat shall not be replaced upon its removal or demise.

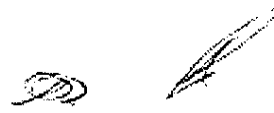


2. **REFUSE DISPOSAL**

- 2.1 Refuse shall be securely wrapped in plastic bags. Unless the trustees have arranged for refuse to be collected by staff, refuse shall be placed in the bins located and provided on the common property and the lids shall be securely replaced. Save as aforesaid, no refuse, including private refuse bins, shall be left on the common property.
- 2.2 The trustees shall be entitled to issue written directives for any matters relating to the storage and collection of refuse, including garden refuse.

3. **VEHICLES AND PARKING**

- 3.1 A vehicle shall be deemed to include a motorcycle and a trailer.
- 3.2 An owner, occupier, contractor or visitor shall not park so as to leave unattended any vehicle upon the common property without the prior written consent in writing of the trustees and shall not park a vehicle in an exclusive use parking bay, a leased bay or garage without due authority or entitlement. Notwithstanding the foregoing, the trustees shall be entitled to designate parking areas for visitors, contractors and additional parking for owners and occupiers including restricted periods and time limits and the trustees may hire parking for short periods.
- 3.3 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 in breach of these rules without prejudice to the disciplinary proceeding and imposition of fines upon an owner referred to in these rules.
- 3.4 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and contractors, do not drip oil or brake fluid onto or in any other way deface the common property including an exclusive use area.
- 3.5 An owner or occupier shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, including an exclusive use area or in a section.
- 3.6 No bicycles, tricycles, roller skates, scooters or skate boards shall be used on the common property.
- 3.7 No person shall sleep in any vehicle parked on the common property, including an exclusive use area, leased bay or in any garage.
- 3.8 Mobile campers, caravans and boats shall not be brought onto any portion of the common property, including an exclusive use area, leased bay or garage. Trailers shall only be parked in exclusive use areas provided that they do not protrude beyond parking line.
- 3.9 Vehicles shall not be washed on the common property unless facilities for washing vehicles may be arranged by the trustees.



**4. DAMAGE, ALTERATIONS OR ADDITIONS TO COMMON PROPERTY**

4.1 An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter or add any structure, fixture or fitting to any part of the common property without first obtaining the written consent of the trustees. An owner shall be liable to compensate the body corporate for any damages caused to the common property by that owner, his lessee, occupant, employee, guests and any member of his family.

4.2 An owner or occupier shall not install –

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;

without the prior written consent of the trustees who shall be entitled to prescribe the nature and design of the device and the manner of its installation.

4.3 No air-conditioning unit, awning, external blinds, satellite dish, television aerial, cables and ancillary equipment or flagpole shall be installed on any part of the common property, including an exclusive use area, without the prior written consent of the trustees and, where applicable, the local authority.

4.4 Any approved installation shall be repaired and maintained by the owner, failing which the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

**5. APPEARANCE FROM OUTSIDE / STORAGE ON COMMON PROPERTY**

5.1 An owner or occupier shall not construct or place anything on any part of a section or the common property, including an exclusive use area and including balconies, decks, 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 An owner or occupier shall not store or leave, or allow to be stored or left, any article or thing in or on any part of the common property except with the written consent of the trustees first having been obtained.

**6. SIGNS AND NOTICES**

An owner or occupier shall not 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**

An owner, occupier, contractor or visitor 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, unwanted post or any other litter whatsoever. This shall include discarded household furniture and effects as well as packaging.

**8. LAUNDRY AND WASHING LINES**

8.1 An owner or occupier shall not erect his own washing lines nor hang any washing or laundry, bathing costumes, towels or any other items on any part of his section, his exclusive use area, the building patios, balconies or the common property so as to be visible from outside the buildings or from any other sections.

8.2 Laundry must be left to dry on the washing lines provided on the common property but the body corporate shall not be responsible for any loss. No washing shall be left on the lines after 21:00 nor before 05:00. No one apartment shall monopolise the lines, nor can any person "book a line" for future use.

**9. STORAGE OF INFLAMMABLE MATERIAL & OTHER DANGEROUS ACTS**

9.1 An owner or occupier shall not store any material or do or permit or allow to be done, any other dangerous act in any section or on the common property which will or may put the premises at risk of damage or increase the rate of the premium payable by the body corporate on any insurance policy.

9.2 Save for his exclusive use area, an owner or occupier shall not repair, alter or interfere with the electrical supply on the common property. Electrical faults shall be reported to the trustees.

**10. LETTING AND PARTING WITH OCCUPATION OF SECTIONS**

10.1 In order to maintain the appeal, value and status of the complex it is the policy of the body corporate to discourage frequent weekend or short-term letting or occupation by persons other than the owner, his family and *bona fide* friends, which makes it difficult to identify and control occupiers and enforce the rules and manage and supervise the complex. It increases the security risk and introduces an occupier who does not necessarily have the same proprietary interest in the complex.

10.2 An owner shall not let his section (or allow such section to be sublet) for less than six consecutive months without the prior consent in writing of the trustees, which consent shall not be unreasonably withheld if there are special circumstances.



- 10.3 Save with the prior written consent of the trustees, an owner shall not part with the occupation of his section to or permit the occupation of his section by any person other than his family and bona fide friends, whether for part of a day or night or otherwise. Such prohibition shall include parting with occupation for direct or indirect reward or for no reward.
- 10.4 In granting consent as aforesaid, the trustees shall be entitled to impose such conditions, to vary same and to withdraw consent in their discretion. In particular, the trustees shall be entitled to refuse or withdraw consent where persons who have occupied or who are occupying an owner's unit have caused or are the cause of a nuisance or security problem.
- 10.5 Prior to taking up occupation the owner concerned shall ensure that his or her tenant shall be introduced to any two trustees or a trustee and the supervisor, that the tenant signs for a copy of the Conduct Rules which shall be provided and that the tenant provides a copy of the page in his/her identity book containing the photograph.
- 10.6 An owner shall, for reasons of security and to permit the monitoring of the movement of the occupiers, be obliged to give prior notice to the trustees or the supervisor (if there is one) or their designated agent by fax or letter of the persons who will from time to time occupy the section and the owner's authority for such occupation.
- 10.7 An owner and, in particular, a corporate entity or trust, shall not be entitled to constitute himself or itself as to contractually share the use of a section and the obligations to the body corporate between more than four natural persons. The intention of the foregoing is to prohibit any form of direct or indirect time-sharing between more than four persons.
- 10.8 No such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the body corporate in terms of the Act.

11. **ERADICATION OF PESTS**

An owner shall keep his section free of white ants, borer beetles and other insects and to this end 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 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. REMOVALS AND DELIVERY OF FURNITURE**

- 12.1 Owners and occupiers shall advise the trustees or the supervisor (if there is one) seven days in advance of the intended day of the removal or delivery of furniture or any other heavy goods. Removal vans shall not impede the flow of traffic. All furniture and other heavy goods shall be moved only via the rear entrance.
- 12.2 The trustees shall be entitled to impose a weight restriction upon the vehicle and its load before such vehicle is permitted to travel on the driveways of the body corporate.

**13. NUISANCE**

- 13.1 An owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of the common property, including an exclusive use area, or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or inconvenience to any other owner or occupier of a section, to the supervisor or staff of the body corporate or to any other person lawfully present. This shall include abusive behaviour to a trustee, managing agent or any employee of the body corporate.
- 13.2 Owners and occupiers shall cause quietness to be maintained between 22:00 and 07:00 on all days and, in addition, between 14:00 and 16:00 on Saturdays, Sundays and public holidays in sections and on the common property, including exclusive use areas.
- 13.3 Motor hooters shall not be sounded on the common property.
- 13.4 Radios, musical instruments, record players and television receivers shall be used in such a manner as not to disturb owners or occupiers in adjoining sections.
- 13.5 An owner shall be required to keep his air conditioning unit in a good state of repair so as not to cause undue noise to adjacent sections, failing which the trustees shall be entitled to have it repaired at the owner's cost.
- 13.6 Building operations in a section or exclusive use area, including drilling, hammering, sawing and any other noise-creating repairs, whether carried out by the owner or a contractor, shall only be carried out between the hours of 07:00 and 17:00 on weekdays, 07:00 and 12:00 on Saturdays and not on Sundays and public holidays. All building operations shall be expeditiously completed.
- 13.7 It is of the utmost significance that an owner or occupier shall not cause or permit noise from a section to be heard in the section below. In particular, owners and occupiers shall ensure that the movement of furniture over tiled surfaces and wooden flooring, the footsteps of persons with hard sole shoes



and other like contact with the surfaces do not result in noise being carried to bedrooms of the section below. In respect of such hard surfaces the trustees shall be entitled to require owners and occupiers to fit pads on the feet of furniture to eliminate such noise.

- 13.8 Fireworks shall not be lit or discharged in any section, exclusive use area or on the common property.

14. **USE**

- 14.1 An owner or occupier shall use or permit the use of his section, including an exclusive use area, for residential purposes only. In the case of an exclusive use garage or bay, it shall only be used for the parking of a vehicle or trailer.

- 14.2 In particular, an owner or occupier shall not:

- 14.2.1 Employ any person to work in the section for reward or otherwise, save as a domestic worker.

- 14.2.2 Carry on any profession, practice, occupation, trade or business in or from the section, in particular such that results in customers, clients or persons who have a business relationship with the owner or occupier being admitted to the section.

- 14.3 The maximum number of persons (a child over one year of age being deemed to be a person) who may permanently reside in or occupy a section overnight is two persons per bedroom. A lounge, enclosed porch or dining area shall not be counted as a bedroom. No person shall be entitled to sleep in a garage or on the common property, including an exclusive use area.

15. **REPAIRS / ALTERATIONS TO SECTION AND EXCLUSIVE USE AREA**

- 15.1 An owner shall repair and maintain his exclusive use area in a good state.

- 15.2 No structural alterations, additions, enclosure of a patio or balcony and no building work which according to National Building Regulations requires the consent of the local authority, shall be carried out in or to a section or exclusive use area until plans of same have been furnished to the trustees and their prior written consent has been obtained. Any consent shall be conditional upon local authority approval where applicable. The alterations and additions referred to above shall also include the tiling or retiling of floor surfaces other than in a kitchen or bathroom. In particular the trustees shall have regard to the noise factor created by tiled surfaces above bedrooms.

- 15.3 Prior to granting consent the trustees may require a certificate from an engineer that the stability of the building is not impaired.



- 15.4 In granting consent the trustees may impose reasonable conditions as to the work and may request a deposit of money as security for damages as well as payments for the excessive use of any lift where applicable.
- 15.5 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 bye-laws of the relevant local authority.
- 15.6 The enclosure of balconies and the replacement of windows and of external doors of a section are required to conform to the style and standard determined by the trustees for the premises as a whole.
- 15.7 An owner shall be responsible for the conduct of his contractors and their employees, all of whom shall comply with the security provisions in these Conduct Rules and, in particular, the obligation to provide proper identification.
- 15.8 An owner shall also observe the rules relating to the making of noise.
- 15.9 Notwithstanding that an external window or door (including a garage door) of a section may comprise part section and part common property, the owner of that section who has practical exclusive use of such window or door, shall be responsible for the maintenance, repair or replacement of that window, window panes or door and ancillary fittings at his own cost whenever same shall become damaged, defective or worn out. Replacements shall conform to the style and standard determined by the trustees for the premises as a whole. Should an owner fail to do so within thirty days after the giving of written notice, the body corporate may carry out the maintenance, repair or replacement as if such fixtures and fittings were part of an owner's section, and recover the reasonable cost of doing so from such owner.

16. **SECURITY**

- 16.1 For security reasons the trustees may require an owner to provide personal information including an identity number of:
  - 16.1.1 a lessee or occupier approved in terms of Rule 10;
  - 16.1.2 any contractor or service provider who intends to gain entry to a section.
- 16.2 Failing such information the trustees shall be entitled to refuse entry to the building.





16.3 The supervisor (if there is one) or a security officer appointed by the trustees shall be entitled to call upon any person to identify himself or herself and to refuse entry to the common property and any section to any person who is unable to reasonably identify himself or herself with the owner's authorization to occupy the section; likewise the trustees shall be entitled to take whatever steps they deem necessary to remove from a section and the common property any person whom they were entitled to deny entry aforesaid.

17. **DOMESTIC WORKERS**

17.1 The trustees shall be entitled to require the domestic workers of owners and occupiers to provide their names and identity numbers, to carry a permanent card of identification and to take whatever other steps the trustees may deem necessary for the security of the premises. The cost of any or all of the aforementioned shall be borne by the owner/occupier.

17.2 Domestic workers shall not take with them when they leave the complex, a remote, key, card or other device by which access is obtained through the exterior gates of the complex.

18. **ENFORCEMENT OF RULES BY FINES**

18.1 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 or trustees' directives made in terms of the conduct rules, then the trustees shall have the remedies hereafter set out in addition to and without prejudice to any other remedy available.

18.2 The trustees shall be entitled to summons an owner or occupier to appear before a committee of not less than two trustees to answer any alleged breach referred to above and to show cause why a fine should not be imposed.

18.3 The owner shall be given written details of the alleged breach and reasonable notice of the hearing.

18.4 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.

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



- 18.6 The trustees shall be entitled to impose fines not exceeding R5 000.00 for any breach referred to in this rule, which amount shall escalate in accordance with the percentage increase of general levies imposed in the financial year in which these Rules take effect and each year thereafter. A non-mandatory guideline to fines is attached marked "A". A separate breach shall be deemed to occur upon each repetition or continuation thereof over such period as the trustees shall in their discretion determine as relevant.
- 18.7 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.
- 18.8 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 the Sectional Title Act or its Regulations.

19. **LEVIES AND OTHER CHARGES PAYABLE BY OWNER**

- 19.1 The trustees shall be entitled to make administrative charges against an owner (to be fixed by the trustees in their discretion) for sundry expenses caused by an owner such as obtaining legal, accounting and technical advice, letters written, faxed or sent by e-mail, telephone calls or work generally done, bank charges or other expenses incurred. This shall apply in particular to expenses arising from :
- 19.1.1 the failure of an owner to pay any amount to the body corporate timeously;
  - 19.1.2 an owner being in breach of the Act or the Rules or any directive issued by the trustees;
  - 19.1.3 an owner making a cash payment into the bank account of the body corporate or its agent;
  - 19.1.4 the provision of any letter or document for or on behalf of an owner or demand made against an owner or occupier;
  - 19.1.5 call-out time for lost keys, water leaks, electricity faults.
- 19.2 All monies due to the body corporate shall be allocated firstly to amounts other than levies and contributions and only thereafter to levies and contributions.
- 19.3 Unless otherwise resolved by the trustees, all levies or contributions shall be payable by members monthly in advance on the first day of each and every month.



**20. SLAUGHTERING OF ANIMALS**

No slaughtering of animals or birds shall be permitted in any section or on the common property.

**21. LETTING / TRANSFER OF SECTIONS COMPRISING GARAGES AND EXCLUSIVE USE AREAS**

21.1 The owners of sections or exclusive use areas which comprise garages or parking bays shall not be entitled to let same to any person or entity who is not already an owner or occupier of one of the other sections in the scheme. In particular the trustees shall be entitled to prevent any person or entity from hiring, using or occupying such sections or exclusive use areas unless the hirer, user or occupier is also the owner or occupier of one of the other sections.

21.2 An owner shall not be entitled to sell or transfer a section comprising a garage to any person other than an owner or a person who will become an owner by simultaneous transfer.

21.3 Due to the scarcity of parking and with the intention of allocating fair and reasonable parking, the following will apply to the leases by the body corporate of open bays :

21.3.1 leases shall only be entered into with owners;

21.3.2 by virtue of the size of their existing garages/bays, no leases shall be entered into with owners entitled to G11, G12, G13, U11, U12, U19, U20 and U21.

21.3.3 the order of preference for the granting of leases shall be :

(i) first preference to the owners with exclusive use bays with entrances under two metres in width;

(ii) second preference to a resident owner;

(iii) residual bays may be leased to owners who rent their sections;

(iv) by virtue of owning tandem garages or bays, the owners entitled to exclusive use parking garages or bays G11, G12, G13, U11, U12, U19, U20 and U21.

21.3.4 Notwithstanding the foregoing :

(i) a section owner shall be granted not more than one bay for each flat.

- (ii) when an owner vacates or transfers his section, any lease will terminate and fall back in the pool for re-allocation on the said preferential order;
- (iii) the lease also terminates when the lease of the section terminates with the same consequences as set out in (ii) above.

**22. TRUSTEES' DIRECTIVES**

In their obligation to do all things reasonably necessary for the control, management and administration of the common property, the trustees shall be entitled to issue reasonable written directives in elaboration of these conduct rules which shall be binding upon owners, occupiers, contractors and visitors.

**23. SMOKING AND ALCOHOL**

Owners and occupiers shall not smoke or drink alcohol (save in the braai area) on the common property and shall not permit their guests or family members to do so.

**24. BRAAI – OUTDOOR FIRE COOKING**

Owners and occupiers are permitted to braai in the area set aside by the trustees for this purpose on the ground floor at the rear of the building. Save for the use of the built-in braai fire place, the use of Weber type ovens or gas braais only shall be used and should a smoke nuisance be caused, the permission may be withdrawn by the trustees. The trustees may in their discretion levy a charge for the use of the braai area and surrounds.

**25. LIFTS**

- 25.1 Children under the age of ten years shall not use the lifts unless accompanied by an adult.
- 25.2 For conveyance of building material, furniture removal, carrying of washing and heavy household effects only the service lift shall be used
- 25.3 The trustees in their discretion shall be entitled to impose a charge upon an owner or occupier for excessive use of the service lift during building operations or movement of furniture, the intention being to compensate the body corporate for additional electricity charges and/or wear and tear. The trustees shall also be entitled to deny the use of all lifts for the purposes of conveying building materials for any owner who refuses to comply with the conditions imposed by trustees when approving building alterations.



26. **DAMAGE TO ANOTHER SECTION OR COMMON PROPERTY / PAYMENT OF INSURANCE EXCESS**

- 26.1 The body corporate or an owner shall be entitled to recover the reasonable cost of repair of any damage to his section or the common property from the owner of another section in which the cause of such damage arose or who is responsible for the person who caused such damage.
- 26.2 Should the cost of repair be paid by an insurer, any excess shall be recoverable by the owner whose section sustains damage or by the body corporate (whomever is liable for such excess) from the owner of the other section.
- 26.3 In terms of Management Rule 29 (4) the body corporate shall be responsible for excess payments in respect of specific damage within or to an owner's section, namely such damage as is caused by events beyond the boundaries of the section but **excluding** damage caused by the act or omission of the owner or any occupant of that section and also **excluding** damage caused by the failure of the hot water installation serving such section.

27. **GARDEN AREAS / STAFF**

- 27.1 The body corporate gardens shall be subject to the control of the trustees.
- 27.2 Owners and occupiers shall not give instructions to staff, provided that they shall be entitled to employ staff out of their usual hours of employment for casual work.
- 27.3 Owners and occupiers shall not plant any trees, shrubs, flowers or plants of any kind on the common property nor cut down, dig out or remove same.

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## BODY CORPORATE OF MORETON HALL

Scheme No. SS 267/2013

<b>NON-MANDATORY GUIDELINES FOR THE IMPOSITION OF FINES - RULE 18</b>	
<i>Degrees of Breach</i>	<i>Fine</i>
Technical or minor breach	Warning or fine up to R250
Moderate breach	Fine up to R500
Major breach or repetitive moderate breaches	Fine up to R2 000
Very serious breach or repetitive major breaches	Fine up to R5 000

**Note 1** : The degree of inconvenience and/or prejudice and/or loss and damage resulting from the breach may be inclined to define the degree of breach.

**Note 2** : The amounts in column two shall escalate at the same rate referred to in Rule 16.

## **THE BODY CORPORATE OF MORETON HALL**

### **POLICIES AND PROCEDURES**

(In terms of Section 32 (1) of the Management Rules)

In terms of Clause 22 of the Body Corporate's Conduct Rules the Trustees issue the following directives for the control, management and administration of the Block.

#### **A. OFFICE HOURS**

The Supervisor's hours are from 7 am to 6 pm on weekdays only with the exception of public holidays.

#### **B. MOVING IN/OUT**

1. Owners are required to notify the Supervisor in advance when occupants are moving in or out of their section.
2. The hours for moving in or out are between 8 am and 4 pm on weekdays and Saturdays between 8 am and 12 noon.
3. No vehicle with a capacity of 2 tons or more will be allowed into the premises.
4. Drivers of delivery vehicles must only use Gate 1 and parking arrangements must be made with the Supervisor.
5. Only the service lift and lower entrance to Block may be used for moving furniture and equipment

#### **C. REFUSE REMOVAL**

1. For purposes of having the refuse collected, occupants shall place refuse in sealed plastic bags prior to 7 am. on weekdays.
2. No collections will be made on Saturdays-Sundays and public holidays.
3. Glass,- paper- ,Plastic Softdrink bottles(PET) and cardboard containers for recycling may be left outside doors of occupants separate from sealed plastic bags provided they are clean. These may also be placed in the special bins in the refuse storage areas.

#### **D. LETTING OF PROPERTY**

1. Owners who are letting their property are required to arrange with the supervisor for an introductory meeting. This is to ensure that new tenants are made aware of the Conduct Rules and Policies and Procedures.

2. All owners will be required to pay a deposit to the managing agent for potential damage to common property, while tenants resident in their flats. The deposit will be R1 000. Half of this amount will be refunded once the tenant has left the premises. The cost of any damages incurred will be deducted from the refund. Deposits must be paid by electronic transfer to the managing agent or deposited into their bank account. New tenants will be required to present their receipt to the supervisor before moving onto the premises. Where a tenant does not pay the deposit referred to above the owner's levy account will be debited with the deposit

3. Trustees will be entitled to view the tenants lease agreement to ensure it complies with the Conduct Rules. The tenant will be required to sign the Conduct Rules and these Policies and Procedures as evidence that they are aware of the conditions

4. Where an owner leases his property without following the Conduct Rules or these policies and procedures the owner of the flat will be liable for a fine not exceeding R250. Owners shall be responsible for the actions of their tenants. The Body Corporate reserves the right to terminate and lease agreement where a tenant commits a major offence or repeats minor offences.

#### **E. REPAIRS/ALTERATIONS TO SECTIONS AND EXCLUSIVE USE AREA**

In addition to the rules established in Conduct Rule 15, the following will apply –

1. A deposit of R1000 will be required to be paid to the managing agent to provide for any damage incurred to common property where a contractor is commissioned to perform alterations.
2. Only contractors with the necessary indemnity and insurance to cover damages to the common property or other flats will be permitted. Any damage to the above will be to the owner's account which you could claim against the contractors insurance.
3. The supervisor must be advised of the date and time of the contractor's arrival. A close liaison must be maintained whilst the contract is in progress, by the owner and contractor.
4. The supervisor shall issue identity badges to contractors every morning which must be returned to the supervisor's office each afternoon. Owners will be charged for the cost plus ten percent for lost discs. The supervisor will arrange access for the contractor via the lower parking area to the service lift. During the hours of 1 pm. to 3 pm. it is the responsibility of the owner to personally arrange access for contractors and his staff, but only via the service lift. All vehicles must be removed from the common property once off-loading is completed.
5. Under no circumstances is a security disc or remote gate control to be given to a contractor or his employees. A security disc will be issued by the supervisor every



morning to be returned in the afternoon no later than 5 pm. This disc will only give access to the lower security gate. All contractor employees are to remain in the work area and not wander around the building. Contractor employees found wandering around the building will result in the owner receiving a fine, and the employee removed from the premises.

6. It is strictly forbidden to use the passenger lift for contractor's employees, tools, materials, rubble or any type of construction equipment. Only the service lift may be used and only from the lower level and access to parking via the lower gate (Gate 1.). All contractors are to ensure lift is cleaned daily after use.
7. The ultimate responsibility for contractor's actions remains with the owner who must ensure that the appointed contractor abides in the Application Form. Contractors must be compliant with the Occupational Health and Safety Act. Any deviation from the contract could result in the approval being cancelled and the owner having to reapply for a new project.
8. In terms of Section 44 (1) © of the Sectional Title Act of 1986 owners are required to repair and maintain his section in a state of good repair. It is owners responsibility to ensure that doors and windows are maintained in a condition to prevent water damage to their own, other owners or common property. Trustees reserve the right to incur repairs causing, or with potential to, cause damage and charge the cost thereof to the owners levy account.
9. Owners are required to obtain approval from the trustees for the installation of air conditioning units

#### **F. LETTING OF OPEN PARKING BAYS**

Applications for leases of open parking bays are available from the Supervisor's office. Applications will only be considered where applications are fully completed and will apply to specific vehicles recorded on the application. Discs will be issued to enable management to control use of bays. Open Bay parking leases will be allocated to specific vehicles. Apart from the action which may be taken by the Trustees in terms of the Conduct Rules, occupants may be subject to a fine of R50 per day or part thereof for parking without permission in open parking bays or on common property.

#### **G. ARREAR LEVIES**

1. Interest will be raised on levies not paid on or before the 7<sup>th</sup> of the month; at a rate determined by the Trustees from time to time. Interest will be compounded monthly on all amounts outstanding on the 7<sup>th</sup> of the month.
2. The following action will be taken with regards to arrear levies:

1. On the 8<sup>th</sup> of each month a reminder SMS will be sent by Trafalgar to all members who have not paid their levy accounts on time.
  2. On the 12<sup>th</sup> of each month Trafalgar will open a Debt Collection File for each of the members who have not paid their levy accounts.
  3. Between the 9<sup>th</sup> and the 15<sup>th</sup> Trafalgar will send a Debt Collection letter to all members who have not paid their levy accounts.
  4. On the 25<sup>th</sup> Trafalgar will send a Debt Collection letter to all members who have not paid their levy accounts.
  5. Throughout the month Trafalgar will make phone calls and have debt consultations with the members who have not paid their levy accounts.
- All costs in terms of the above action will be debited to the specific owner's levy account.

## **H. SECURITY**

Residents leaving the property through the vehicle entrances must ensure that the gates are closed before driving away. **Residents must not allow unknown persons access to the property.**

## **I. COMMUNICATIONS**

Residents reporting common property maintenance problems, conduct rule offences etc. are requested to inform the Supervisor in writing. In the case of possible insurance claim full details of time, date, occurrence should be clearly recorded. In the case of emergencies out of the supervisor's hours a list of trustees who are available will be placed on the Notice Board in the voyeur. **The Trustees should only be contacted in the case of action not being taken by the Supervisor. Harassment of trustees will not be permitted.**

## **J. FINES AND PENALTIES**

1. The fines that the Trustees may impose on owners, or their tenants or occupiers of a property, for contravening the Conduct Rules or these policies and procedures will be administered as follows:
2. All contraventions of these rules unless otherwise stipulated will be classed as a technical or minor breach.
3. Any repetition of a technical or minor breach will be classed as a moderate breach
4. The following breaches are classed as a major breach –

1. Malicious damage to common property or other owner's property.
2. Drunken and disorderly behaviour
3. The use of obscene language and/or gestures towards any registered owner or any other person on the property.
4. Verbal and/or any form of physical violence towards any other registered owner/person on the property.
5. The use of any form of physical violence against any registered owner/occupant and his/her property or any other person on the property.
6. The issuing of any reformatory statements against the trustees and any other occupants of the Body Corporate.
7. The harassment, defamation or insulting of the trustees, supervisor and owners.

5. Where the owner is a company and director is responsible for contravention of these rules, each property for which the director is responsible will be subject to these fines.
6. Any payments received from owners will be applied firstly to fines and deposits.
7. Owners who are subject to fines may arrange for a meeting with Trustees to discuss the offence that resulted in the fine being charged. The Board has the final vote on whether the fine may be reduced or overturned.

## **K. GENERAL**

1. Moving of furniture, equipment and large items must be made through the Gate 1 and lower entrance to Block. The service lifts must be used for this purpose
2. The drying of washing shall only be permitted on the washing lines at the back of the Block. Only the service lift must be used for washing being taken to washing lines. No other area of common property must be used for hanging of washing. Washing hung in owners sections must be visible from the road.
- 3. Owners are required to ensure that the curtains or blinds are white, cream or pail grey. Residents are required to ensure that the road appearance of their sections conform to reasonable standards. Curtains or blinds are to be hung on all large windows.**
4. Residents are required to keep passageways free of plant and other objects which interfere with the emergency exits. The regulatory fire laws shall be complied with.
5. Payment of all levies, deposits, fines etc. must be made directly into the Trafalgar Property Management Services account with Standard Bank, **Thibault Square, Branch**

**Code 020909, Account number 270739335.** The owner's account number starting with **"783E 9001001** (Morton Hall's reference) must be reflected on all deposit slips or EFT's

Overnight parking may be available for visitors of occupants. Arrangements may be made with the Supervisor. Occupants will be responsible for access control.

6. Storage facilities may be provided in various areas. Storage is at owner's risk. The Supervisor is responsible for allocation of these facilities.

7. The following are the charges for services provided by the Body Corporate –

1. Open parking bays – R 300 per month
  2. Covered parking bays – R 350 per month
  3. Replacement of security discs – R 100
  4. Overnight parking – R 25 per night.
  5. Storage – R 15 per square meters
  6. Spare keys – Cost plus 20%
  7. Copy of Conduct Rule and Policies and Procedures – R 30 (other than original to owners)
8. Duplicate keys for management to gain access to Sections in times of emergencies need to be left with the Supervisor. These keys are also utilised for window cleaning.

Annexures A to E form part of these Policies and Procedures

Signed this      day of      2015.

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