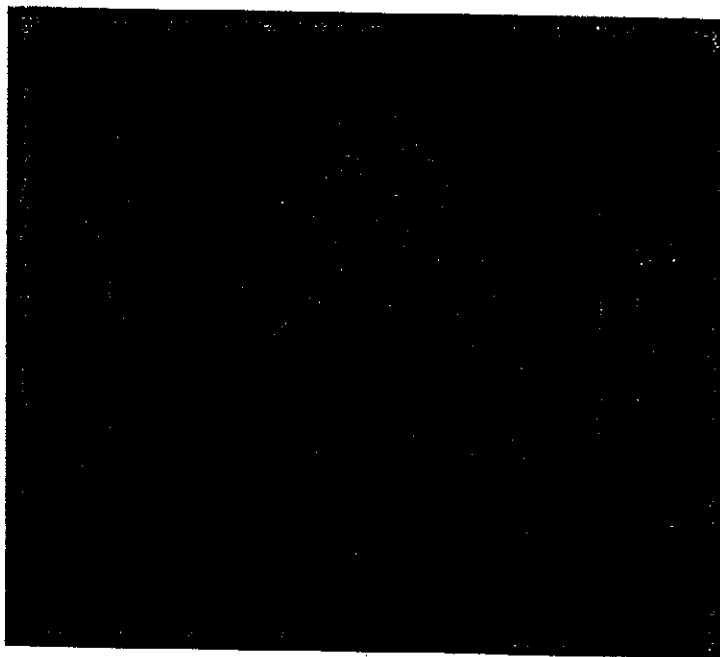


# MOUNTEGECOMBE MANORS

## Conduct Rules



July '08

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**HANDBOOK**

**MOUNT EDGECOMBE MANORS**

This HANDBOOK is issued by the respective Managing Agents to each registered owner. In the first instance the issue is free. In accordance with section 35(6) of the Sectional Titles Act of 1986, a copy of this handbook and conduct rules shall, upon the application of any owner, be made available for inspection by such applicant. Additional copies of this handbook may be obtained from the offices of your Managing Agents on payment of a fee.

It is important for a basic understanding of the operation of the complex that every owner / tenant is thoroughly familiar with all the information contained in this handbook. If any unit is leased, it is the owner's responsibility to supply the tenant with a copy of this handbook and inform the tenant of the rules contained in this handbook prior to signing any lease.

**USEFUL TELEPHONE NUMBERS:**

<b>Managing Agents (MaxProp) -</b>	(031) 561 3733
<b>Mt Edgecombe Private Security -</b> (All matters concerning security must be directed through this number)	083 788 4749
<b>S.A Police (Phoenix) -</b>	031 - 507 8041
<b>Flying Squad -</b>	10111
<b>Service Faults (Durban Metro)</b> <b>Water -</b> <b>Electricity -</b> <b>Sewers -</b>	080 131 3013 080 131 3111 080 032 3235



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# HANDBOOK

## GENERAL:

### **Buildings:**

Every alteration to a building, attachment to a building (plaques, awnings, air conditioning units etc) erection of or alteration to fencing / garden walls etc must have prior written permission from the trustees. This is necessary to ensure that the amenity of the complex is maintained and that the neighbours and others are not inconvenienced or compromised.

### **Density of Occupation:**

Not more than a total of 2 person's times the number of bedrooms shall be allowed to stay or reside in a house or unit.

## LOCAL AUTHORITIES:

### **Durban Metropolitan Council:**

The council for the greater Durban Metropolitan Area comprises elected members as well as members nominated by the local councils. Durban Metro is responsible in our area for the provision of water and electricity supplies (infrastructure and commodities) as well as for the reticulation and disposal of sewage.

As an owner on the complex you contract with and pay directly to Durban Metro for your consumption of electricity and water.

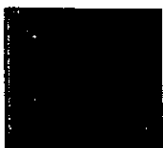
**Breakdowns in water and electricity supplies are reportable directly to Durban Metro.**

### **North Local Council:**

The North Local Council is the municipal council for your area and broadly encompasses Umhlanga, Umdloti, Mt Edgecombe, Verulam, Tongaat and districts adjacent and between.

Public amenities fall under the local council – roads, parks, libraries, building control, rubbish collection, protection services etc.

**Building plans are required to be submitted to and passed by this authority.**



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# HANDBOOK

## LEVIES:

### The Budget:

Funds required to run and operate the complex are estimated in advance for each financial year. The budget consists of all items of expenditure likely to be incurred in the control, management, administration, use and enjoyment of the complex in general and in particular of its common property. Estimated income for the year is deducted from the overall expenditure, resulting in a net budget – ie the levy.

The budget is not a forward invoice – it is an estimate.

Cost of Running the Estate - Budget	Sectional Title		
	Part of Levy	Per	Direct Pay By Owner
Administration	✓	Unit	-
Audit	✓	Unit	-
Rates (Assessment)	✓	m <sup>2</sup>	-
Security	✓	Unit	-
Insurance			
- Common Property	✓	Unit	-
- Contents of House	-	-	✓
Services Consumption:			
Electricity and Water			
- Complex Common Property Services	✓	Unit	-
- Household	-	-	✓
Operating Costs / Ongoing Repairs:			
- Common Property services	✓	Unit	-
- Sectional Title Services and buildings	✓	Unit	-
General Maintenance			
- Complex Common Property	✓	Unit	-
- Exterior of Units plus Roofs	✓	m <sup>2</sup>	-
Garden Maintenance:			
- Complex Common Areas	✓	Unit	-
- Residential Gardens	✓	Unit	-
Future Planned Maintenance / Renewal – Reserves:			
- Common Property buildings and equipment	✓	Unit	-
- Units	✓	m <sup>2</sup>	-
Contingency	✓	Unit	-
→ R	<b>Total Expenses</b>		
→ R	<b>Less: Income</b>		<b>Interest from investments</b>
→ R	<b>Net Costs</b>		<b>= Required Funds = Levy</b>

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## HANDBOOK

### Payment:

Levies are invoiced in twelve monthly instalments and PAYMENT IS DUE IN ADVANCE by the 1<sup>st</sup> of the month. The Trustees do however allow a period of grace for the receipt of full payment until the 7<sup>th</sup> of the month. Because all levy monies are required timeously in order to meet obligations, the late receipt of payments is detrimental to the financial interests of the complex. Therefore late payment of levies is surcharged with interest at the prime overdraft rate. When owners are going away they should arrange for the advance payment of levies to meet the due dates. Full details of requirements for payment of levies are covered under the Conduct Rules.

Non payment of the invoiced levy amount and any deductions there from may not, under any circumstances, be made by members to offset so called or perceived partial or non provision of services.

The only people that suffer, if payments of levies are late or reduced, are the rest of the levy payers ie all the other purchasers/ residents/ homeowners – YOU.

IT IS HIGHLY RECOMMENDED THAT LEVIES BE PAID BY DEBIT ORDER. This can readily be arranged via the Managing Agents office and owners are assured that the amount of the order is fully under the control of the Managing Agents and not the Banks. The electronic debit order system makes everything straightforward and so much simpler for you (the payer) and for the Managing agents bookkeeping service.

### Reserves:

In all residential community developments there is the ongoing requirement for the maintenance and renewal, as it becomes necessary, of common property (security fence, gate houses, etc) and of general utilities (roads, stormwater drainage, etc).

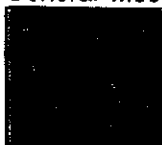
The reserve fund is included in the levy to cover these future planned maintenance items and renewals, whereby a reasonable (small) amount is collected each year towards meeting expected (large) expenditure in the future. This is all based on a planned schedule covering up to ten years or more.

### Insurance:

Insurance cover for all buildings on the complex, including residences, is arranged by the Body Corporate. Because of the vast sums involved, extremely favourable premium rates are able to be obtained. The Body Corporate is required to insure all buildings in the complex against certain prescribed risks for their replacement value. The cover is for the buildings and permanent fittings and fixtures. (A summary of the property cover, the perils insured, extensions of cover, public liability and the excess, is available from the Managing Agent's office).

It is permitted for owners to effect their own insurance policy in respect of damage to their unit arising from the risks which are also covered by the policy effected by the Body Corporate. However, owners should be aware that in those circumstances, they will not be entitled to receive duplicated benefits. In other words, should an owner suffer damage from one of the insured risks and the Body Corporate makes good in respect thereof, that owner shall not be entitled to receive the duplicated benefits from their own insurance policy.

The insured value of a unit is arrived at by taking the area at a rate recommended by a leading building society and a firm of construction cost consultants, plus escalation for the year, plus professional fees. Owners should at all times ensure that they are satisfied with the value placed upon their house on the insurance schedule. This schedule is put to members at each Annual General Meeting for approval, or it may be viewed at the managing agent's office. If any owner



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## HANDBOOK

wishes to have his/her unit insured for a higher value than that which is approved at the annual general meeting, they are entitled to do so by arranging this with the managing agents.

**It should be noted that insurance cover on the contents of the household is the responsibility of the owner.**

### **SERVICES / FACILITIES:**

#### **General:**

Utility services are provided in good faith and in the belief that they will be adequate. Every effort is made by the different authorities and departments to provide their services on a continuous non-stop basis. However, as with any house in any suburb of any town in the country, no guarantee is nor can be given that all services will operate fully throughout every 24 hours year in and year out. Outages do occur and such temporary inconveniences do not empower members to reduce required payments to the local authority nor to reduce levies to the Body Corporate.

#### **Water and Electricity:**

See Section – LOCAL AUTHORITIES (page 2).  
Outages should be reported directly to Durban Metro.

#### **Refuse:**

See Section – LOCAL AUTHORITIES (page 2).  
Each household is required to provide a standard rubbish bin placed in a suitable position not visible from the street or by neighbours. Black plastic bags must be provided by each owner and they are required to be placed in the provided refuse bins when full. Information on the specified days for refuse collection in different areas is available from the Managing Agent's office.

It is not permitted to burn household or garden refuse in the complex.

#### **Sewage Disposal:**

See Section – LOCAL AUTHORITIES (page 2).

#### **Property Maintenance:**

**Common Property** – Gate Houses, gates, perimeter fence, pools and community facility buildings are all maintained by the Body Corporate and the cost is part of everyone's levy.

**Sectional Title Houses** – The maintenance of the interior of each unit as well as the fencing not included on the complex building plans is the responsibility of the owner. Maintenance and repair of the exterior of each unit including all railings, decks, fencing and roofs is carried out by the Body Corporate based on a planned maintenance schedule and the cost forms part of the levy.

#### **Household / Appliance Repairs:**

General repair of appliances as well as plumbing and electrical installations in a house are the responsibility of the owner.



# HANDBOOK

**Post:**

E.g. 100 Mount Edgecombe Manors, 9 Hillhead Road, Mount Edgecombe, 4302.

**CONDUCT RULES:**

Conduct rules, for a community development such as ours, provide an acceptable code by which members may live together reasonably and harmoniously and without interfering with other's enjoyment.

The Body Corporate's rules are included as a separate section of this handbook and it is essential that every owner and member of the household reads, understands and abides by them.

Owners are reminded it is their responsibility to ensure that all of their invites, guests and family members comply with all rules.

While all the rules are important, attention is drawn to the following broad points which require careful consideration:

- Pets (number of and roaning dogs, fouling of property).
- Speed limits.
- Selling / letting of property (clearance from Body Corporate is required).
- Nuisance to others.
- Use of common facilities.
- Washing (not to be visible from the road).
- Fireworks.
- Business / Trading (not allowed).
- Levy Payments (In advance by 1<sup>st</sup> of Month).
- Fines for non-compliance with rules.

**DISCLAIMER OF RESPONSIBILITY:**

The Body Corporate shall not be liable for any injury to any person, damage to or loss of any property to whomsoever it may belong occurring or suffered, in the Complex regardless of the cause thereof nor shall the Body Corporate be responsible for any theft of property occurring in the Complex. Members shall not have any claim or right of action against the Body Corporate, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them. Members indemnify the Body Corporate against all claims in line with the above.

**SELLING / RENTING:**

In accordance with the Rules of the Body Corporate, an owner must obtain consent to rent / lease a unit. This is to ensure that all dues and requirements to the Body Corporate have been met and are in order. Also, lessees are required to be bound by the provisions of the Rules. Clause 10 of the RULES, covering this subject, should be consulted for details.



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*[Signature]*

## HANDBOOK

### QUERIES / SUGGESTIONS / COMPLAINTS:

Owners should feel free at all times, through the office, to make suggestions or raise any queries regarding anything to do with the Complex. The office is always willing to assist with reasonable enquiries. Requests will be dealt with as expeditiously as possible or, where necessary, referred to higher authority.

In the first instance all complaints should be directed IN WRITING to the Managing Agent, where after appropriate action will be taken or the problem suitably explained. In circumstances regarding perceived fears or insecurities, an interview as the Body Corporate encourages the bringing out into the open of any problems rather than owners seeking private opinion or advice from possibly uninformed residents.



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## CONDUCT RULES

Notwithstanding that any particular may make reference to the owner only, these conduct rules shall be applicable to and shall be binding upon all owners as well as their lessees, tenants, guests, invitees, employees, occupiers and any other persons attending on the common property or within a section at the instance, request or allowance of an owner or his lessee, tenant, guest or invitee.

### 1. ANIMALS, REPTILES AND BIRDS:

- 1.1 An owner of a section shall not, without the consent in writing of the trustees, which approval may not be unreasonably withheld, keep any animal in a section or on the common property.
- 1.2 When granting such approval, the trustees may prescribe any reasonable condition.
- 1.3 The breach by an owner of these rules or of the conditions imposed in terms of sub-rule 1.2 shall entitle the trustees to withdraw their consent.
- 1.4 Notice of withdrawal of consent shall be given to an owner in writing and shall afford the owner 14 days in which to remove the animal from the scheme.
- 1.5 Notwithstanding the foregoing, permission shall not be granted for the keeping of a cat, or for any animal which once fully grown is expected to weigh more than 7 kilograms or for more than one animal to be kept at each section. This rule shall not apply to any animal in respect of which approval or consent was granted prior to 1<sup>st</sup> July 2008.
- 1.6 There is no automatic right to replace a pet which has died or which for any reason is no longer being kept at the section and the consent is not transferable to subsequent residents or owners of that section.
- 1.7 Application for the keeping of a pet shall be made to the trustees in writing and shall include the name and address of the applicant and the type and gender of the pet. The trustees shall be entitled to levy a reasonable fee for the processing of such application.
- 1.8 No pets other than those authorised as set out above shall be allowed within the scheme, including those belonging to third parties and visitors, and no matter the length of time that the animal is brought onto the scheme.
- 1.9 All laws and regulations relating to the keeping of animals must be complied with, including but not limited to licensing and inoculating. The trustees shall at any time be entitled to call for proof that such law or regulation has been complied with.
- 1.10 Pets are not allowed to run loose on the common property and shall be either carried or controlled on a lease.
- 1.11 Owners are required to keep a collar and tag on a pet on which the name and address of the owner is displayed.
- 1.12 All pets are required to be sterilized.
- 1.13 Pet litter on the common property must be immediately picked up by the owner and discarded of in that owner's refuse receptacle.
- 1.14 The owner of the pet shall be responsible for any damage to property or injury to persons caused by the pet. The owner indemnifies the Body Corporate for any liability which it may incur as a result of the pet's actions. Any damage caused to the common property by the pet shall be repaired by the owner within 14 days of written notice to the owner. Should the owner fail to repair the damage within such period, the trustees shall be entitled to affect the repairs and to recoup the cost thereof from the owner.

### 2. REFUSE DISPOSAL:

- 2.1 An owner or occupier of a section shall:-
  - i) Maintain in any 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 authorized by the trustees in writing.



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## CONDUCT RULES

- ii) No refuse or rubbish shall be left on any portion of the common property or elsewhere, including any Section where it is visible by the public, whether in a receptacle or not.

2.2 Each house hold is required to transfer their household refuse, from their property, by means of sealed black plastic bags to the refuse bins which are placed at designated areas.

### 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, except in demarcated parking bays or with the written consent of the trustees.

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 in contravention of sub-rule 3.1 above or parked in any way which restricts the free flow of two-way traffic or hinders the movement of vehicles into or out of private garages / parking bays / carports.

3.3 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle, jet ski, boats and the like on any portion of the common property, an exclusive use area or in a section.

3.4 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, which is used by any owner or occupier, shall be kept clean at all times. It is the responsibility of the owner/ occupier to clean up any such oil spills on the common property.

3.5 No vehicles other than light motor vehicles and motor bicycles may be kept in an open parking bay on the common property of the scheme without the prior written consent of the trustees.

3.6 Vehicles may not travel at speeds in excess of 10 kilometres per hour on any portion of the common property.

3.7 Save with the prior written consent of the trustees, no caravan or boat shall be parked on the common property or exclusive use parking bay. Further, no persons shall under any circumstances whatsoever, be entitled to stay overnight in a caravan, vehicle or the like anywhere on the common property (including any exclusive use area).

3.8 A load restriction of three (3) tons gross mass applies to all vehicular traffic within the complex.

### 4. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY:

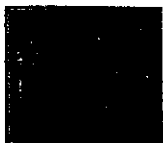
4.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the trustees. In granting such consent, the trustees may prescribe any reasonable condition and may withdraw any consent given if such prescribed conditions are not met. Any approved alteration which relates to the erection or installation of some accessory, such as an awning or security gate, shall be deemed to have been approved on the condition that the accessory shall be maintained by the owner of that section.

4.2 Notwithstanding sub-rule (1), an owner or person authorized by him, may install :-

4.2.1 Any locking devise, safety gate, burglar bars or other safety devise 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 its manner of installation.

4.3 Any owner wishing to affect an alteration relating to any portion of the land or building in the complex other than as dealt with in sub-rules 4.1 and 4.2 above is required to make application to the trustees in order that they may ensure that the appropriate approvals are obtained and procedures followed.



## CONDUCT RULES

### 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 alterations to the natural contours or banks or establishment of gardens on common property shall be permitted without the prior written consent of the trustees.
- 5.3 The scheme is wired for television reception which includes DSTV antennae. Owners shall not install any other antennae or television dishes without the prior written approval of the trustees. Any associated cost for this will be born by the owner of the respective unit requesting the change from what is presently installed.
- 5.4 No fences may be erected or removed without the prior written approval of the trustees, which written consent the trustees may in their sole and absolute discretion grant or refuse.
- 5.5 An owner or occupier shall have his 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.

### 6. **SIGNS AND NOTICES:**

- 6.1 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.
- 6.2 No owner of a section shall display a "for sale" sign or "sold sign" in respect of his section on the verge / pavement of the scheme.

### 7. **LITTERING:**

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.

### 8. **LAUNDRY:**

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 his section or the common property so as to be visible from outside the section or from any other sections.

### 9. **STORAGE OF INFLAMMATORY 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.

### 10. **LETTING OF UNITS:**

- 10.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit 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.



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## CONDUCT RULES

- 10.2 An owner shall not be entitled to lease his unit in the event of the owner being in arrears with its levy payments to the body corporate, except with the consent of the trustees.
- 10.3 An owner may let or part with occupation of his section only for a period of not less than six (6) months provided :-
- 10.3.1 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.
- 10.3.2 That he has obtained the prior written approval of the trustees, which approval shall not unreasonably be withheld.
- 10.3.3 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.

### 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 agent, and their duly authorized 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. USER:

- 12.1 Any owner shall not do or permit to be done in his section or on the common property anything that will or may increase the insurance premiums payable by the body corporate on any insurance policy save with the prior written approval of the trustees. When granting such approval, the trustees may prescribe any specific condition. The trustees may withdraw such approval in the event of any breach of any condition prescribed when granting their approval.
- 12.2 The body corporate will not be responsible for any loss or damage suffered by an owner or occupier in respect of any loss or damage caused by 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.
- 12.3 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 proper and diligent care and with due and proper consideration for all the other owners and occupiers of the buildings and in accordance with these conduct rules and the provision of the Act.
- 12.4 An owner shall not cause or permit any disorderly conduct whatsoever nature in the section or upon any part of the common property not do or permit any 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 of the buildings or member of the body corporate.
- 12.5 An owner or an occupier shall not keep, leave or store any article or do anything on the common property except with the prior written approval of the trustees, with the trustees



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## CONDUCT RULES

being at any time in their discretion on written notice to such owner or occupier to remove such article from the common property or to refrain from continuing the previously approved activity.

- 12.6 An owner shall, at his own expense, maintain the interior of the section in a good, clean and thoroughly tenable and attractive condition, and where necessary repair or refurbish any damaged item and replace any lost item.
- 12.7 An owner shall, at its own expense, maintain in a good working order and condition all electrical, plumbing and sewerage installations and appurtenances of whatever nature, serving and within the section.
- 12.8 An owner or occupier shall not allow any linen, clothing, carpets or mats to be hung on the outside of any section except in such place specifically designated therefore. Carpets and mats shall not be shaken or dusted or beaten over the balconies, verandahs or through windows of the buildings. In addition, no flagpoles, flags or bunting may be erected or displayed anywhere on the common property of the scheme without the prior written consent of the trustees, which consent the trustees may in their sole and absolute discretion grant or refuse.
- 12.9 Inflammable or other dangerous material or articles may not be brought on to the common property or into a section, save for *bona fide* domestic purposes.
- 12.10 No slaughtering of any animals shall be allowed in any section, common property or exclusive use area.
- 12.11 Fire hoses shall only be used for their intended purpose and not for the watering of gardens, cleaning of vehicles, roadways or the like.

### 13. GAMES:

- 13.1 No person 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 buildings, except in areas specially designated for such activity and no person shall play, run, skateboard or make noise in any carport, or on any staircases, corridors, entrance areas, parking bays, access roads or in any part of the common property except in areas specially designated for such activities.
- 13.2 No children under, the age of 12, shall be permitted to play in the common property with out adult supervision.

### 14. HOBBIES AND ACTIVITIES ON COMMON PROPERTY:

- 14.1 No hobbies or other activities may be conducted in a section or on the common property if it causes a nuisance to other occupiers.
- 14.2 Hobbies and other activities which cause undue noise are not permissible under any circumstances.

### 15. VISITORS:

- 15.1 An owner or occupier of a section is liable for the conduct of visitors and/or other occupants of the section, and he must ensure that all rules in terms of the Act and these conduct rules are adhered to.
- 15.2 Any of the guests of an owner or occupier shall be entitled to use the communal facilities, provided that such owner or occupier accompanies them.
- 15.3 Residents must supervise any children visiting them, so that no damage, interference or nuisance is caused to other owners or occupiers, to their property or to the common property.



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## CONDUCT RULES

### 16. ALTERATIONS AND RE-DECORATION:

- 16.1 An owner may make alterations to their interior of his section, but no structural alterations nor alterations or improvements to the water, electric wiring, conduits or plumbing may be effected except with the prior written consent of the trustees. Such consent shall be provided once the trustees have been satisfied that the contemplated alteration shall not affect or impair the stability or structural integrity of the building and shall comply with all building laws, regulations and by laws. In granting such consent, the trustees shall be entitled to impose any reasonable condition. For the purposes of this clause, the installation or demolition of any dry wall shall be regarded as an alteration requiring the prior written consent of the trustees.
- 16.2 An owner may place in his section, at the owner's expense, any improvements, additions, fixtures or fittings, covering mantles, light fittings, refrigerators, cooking ranges, woodwork, panelling, ceilings, doors or decorations which will not cause any damage to the buildings, subject always to the condition that the owner shall at all times only use electrical appliances and fittings as shall comply with the electrical wiring of the buildings and shall at no stage jeopardise the safety of the buildings. An owner or occupier shall obtain an Electrical Certificate of Compliance in respect of any alterations, additions or changes to the electrical installations with the section and the trustees shall be entitled to require proof thereof.

### 17. AIRCONDITIONING UNITS:

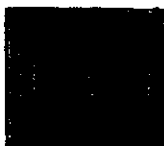
- 17.1 No owner or occupier of a section shall install any conditioning in such section except with the prior written approval of the trustees, and when granting such approval the trustees shall take into consideration whether such air-conditioning units interfere with the peace and quiet of owners in the scheme and whether its installation is aesthetically pleasing within the scheme.
- 17.2 Any air-conditioning unit shall be kept in a state of good repair and maintained and renovated to the satisfaction of the trustees. Should the trustees not be satisfied with the physical appearance or working order of a particular air-conditioning unit, the owner of such unit shall have it repaired or renovated to the satisfaction of the trustees. The repairs or renovations shall be done at the expense of the owner who shall have no claim to compensation whatsoever.
- 17.3 All cabling for the air-conditioning unit must be "trunked" (placed inside a rectangular section PVC boxed pipe) and painted to match the colour of the existing walls.

### 18. ELECTRICITY AND WATER:

- 18.1 An owner shall make his own arrangements with the Local Authority or relevant service provider for the opening of electric current and water accounts and for the supply of such electricity and water, and shall pay any deposits payable in connection with the supply of any such services as well as all electricity and water consumed in his section.
- 18.2 An owner shall be liable for the payment of all services provided to the section in the form of telephones and television.

### 19. EMPLOYEES:

- 19.1 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 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.



*KM*  
*[Signature]*

## CONDUCT RULES

- 19.2 No employee or domestic help is permitted to sleep on the common property at any time, without the written consent of the trustees first having been obtained.
- 19.3 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).
- 19.4 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 the chairman of the body corporate in writing.

### 20. SILENCE:

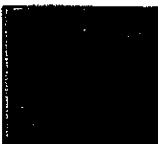
- 20.1 Motor hooters may not be used on the common property except in an emergency, nor may any sounding car alarms be left unattended by the owner thereof at any time.
- 20.2 Radios, musical instruments, record players, television receivers, etc. must be used in such a manner as not be an annoyance to others at any time.

### 21. SECURITY:

- 21.1 The owners shall abide by the regulations and restrictions imposed by the trustees in order to ensure the security of the scheme and in particular, restrictions put in place of ingress and egress from the common property of the scheme.

### 22. BREACH OF OR FAILURE TO COMPLY WITH RULES:

- 22.1 Should an owner, or his lessee, invitee, guest, servant, employee or occupier of his section, or any other person who may come upon the common property of the scheme by virtue of his right thereto, breach any of the body corporate conduct or management rules and fail to remedy such breach within a period of 3 days of having received written notice from the trustees to remedy the breach, the trustees shall be entitled to take such action as is available to them in terms of the rules and the Sectional Titles Act.
- 22.2 In no way detracting from any rights that the trustees of the body corporate may have in terms of the Act or in Law, the trustees shall be entitled, in the situation referred to in paragraph 22.1 above to, inter alia :-
- 22.2.1 call for an explanation or an apology;
- 22.2.2 impose a fine or fines, payable on or before the last day of the month in which it was imposed;
- 22.2.3 withdraw the previously given consent applicable to the particular issue;
- 22.2.4 instruct attorneys to advise the body corporate or institute legal action on the body corporate's behalf;
- 22.2.5 refer the matter to arbitration if appropriate (as contemplated in the Act);
- 22.2.6 an order to pay for any damages resulting from non-compliance with any rule.
- 22.3 The actions taken by the trustees and the penalties imposed shall be entirely at the discretion of the trustees having due regard for the nature, circumstances and severity of each breach of the rules.
- 22.4 The rights of the trustees as referred to above are without prejudice to any other rights that they may have in terms of the Act in particular r law in general.
- 22.5 As a guide only, the amount of the fines which might be imposed, will, at the board's discretion, vary broadly between the general scale listed below :-



*RM*  
*[Signature]*

## CONDUCT RULES


OFFENCE	FIRST OFFENCE	SECOND OFFENCE OR DISREGARD OF IMPOSITION
◆ Technical breach of conduct rule without malice aforethought or premeditated intent or due consideration	R50	R200
◆ Non-compliance	R250	R500
◆ Blatant disregard of rules or of legitimate instructions	R500	R1000

### 23. **DISCLAIMER OF RESPONSIBILITY:**

- 23.1 The body corporate shall not be liable for any injury to person, damage to or loss of property to whomsoever it may belong, occurring or suffered, upon the scheme regardless of the cause thereof nor shall the body corporate be responsible for any theft of property occurring on the scheme. Owners hereby acknowledge that they are not, under any circumstances have any claim or right of action against the body corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
- 23.2 The body corporate and/or its agents shall not be liable to any owner or any of the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the scheme, regardless of the cause thereof.
- 23.3 Owners shall accept responsibility for and indemnify the body corporate its employees, servants and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in clauses 23.1 and 23.2 above.

### 24. **COLLECTION OF LEVIES:**

- 24.1 In the event of the trustees instituting any legal action, or proceedings against an owner as a result of any breach of the Act, any Management and/or Conduct Rule or the regulations framed hereunder, the owner shall be liable to pay, all attorney and client own fees and disbursements, including collection commission, as determined by the Kwa-Zulu Natal Law Society from time to time.
- 24.2 Any levy in arrears shall bear interest at the prime overdraft rate charged by the bank from time to time, calculated from the date that the payment of such levy became due, to the actual date of payment of such levy (both days inclusive). A certificate by any branch manager of the bank shall be prima facie proof of such rate.
- 24.3 Any payment to the body corporate may only be made by means of one of the following into a duly designated account for this purpose :-
- (a) by debit or stop order
  - (b) internet or electronic transfer
  - (c) by direct payment
  - (d) no cash payment will be received by the body corporate, staff or duly appointed agents
- 24.4 All documentation and/or correspondence and communications shall be dealt with in English.
- 24.5 Owners must pay levies in full and in advance by the 1<sup>st</sup> day of each and every month.

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## CONDUCT RULES

- 24.6 Owners still in arrears after 30 days must pay immediately on being billed the full amount overdue, plus the next levy due, plus interest on the full overdue amount up until the date of payment.
- 24.7 Owners in arrears after 60 days shall have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of the final settlement shall be for the owner's account.
- 24.8 Levy amounts may not be reduced to offset against real or perceived, partial or non-provision of services not for any other reason unless previously discussed with and sanctioned by the trustees.
- 24.9 Owners who are "away" at month end must make arrangements to ensure that the levy is paid by the due date (Being "on holiday", "away overseas", "away on business" and like excuses are not acceptable reasons for late payment of levies).

### 25. FIREWORKS:

The lighting or letting off of fireworks within the complex is strictly prohibited at all times.

### 26. SLAUGHTERING OF ANIMALS:

- 26.1 No animal, bird or reptile may be slaughtered within the Complex.
- 26.2 No meat, skin, fish or carcass may be hung up to dry or to cure within the Complex.

### 27. GENERAL:

- 27.1 No flags, flag poles, or radio aerials on poles may be erected on private residential units on Complex (other than with the prior written permission of the Trustees).
- 27.2 Any form of public auction or sale on any property within the Complex is prohibited (other than with the prior written permission of the Trustees).
- 27.3 Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences within the Complex are DISCOURAGED for reasons of disruption to security, parking problems and the general disturbance of and inconvenience to other residents.
- 27.4 Special permission for the holding within the Mount Edgecombe Manors where more than 15 people may be attending must be timeously sought prior to the proposed date of such function. Such permission will not be lightly given.
- 27.5 Veranda / garden furniture or any other external appurtenances, decorations, decorative lights, drapes, bunting, umbrellas, signs, symbols, or whatever, which in the opinion of the board, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Complex may not be displayed to view in any part of the complex. Garage doors must be kept closed at all times other than when legitimate ingress or egress is taking place.

