

**BODY CORPORATE OF GILROC**

**CONDUCT RULES IN TERMS OF SECTION 35(2) (b) OF THE SECTIONAL  
TITLES ACT OF 1986**

**1. GENERAL**

- 1.1 The Trustees shall do all things necessary for the control, management and administration of the common property in terms of the power conferred upon the Body Corporate.
- 1.2 The Trustees shall do all things necessary for the enforcement of the Rules of Conduct in force from time to time.
- 1.3 The provision of the Rules and of the Conduct Rules and the duties of the owner in relation to the use and occupation of sections and common property shall be binding on the owner of any section and it shall be the duty of the owner to ensure compliance with the rules by any lessee or occupant, including domestic worker, guests.
- 1.4 It is the duty of all the owners and adult residents to assist with the implementation of all the Conduct Rules.

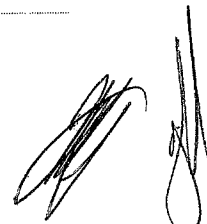
**2. USER**

- 2.1 When the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by a registered sectional plan, an owner shall not use or permit his section to be used for any other purpose.
- 2.2 An owner shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of the premium payable by the Body Corporate on the insurance policy.
- 2.3 All facilities of the Body Corporate of Gilroc are used entirely at the users risk.

**3. OCCUPANCY**

- 3.1 No owner/occupier shall use any section for any purposes other than residential purposes as stated on the Sectional Plans.

Bachelor flat	2 persons
One and half bedroom flat	3 persons
- 3.2 All owners and occupiers of sections shall ensure that their respective activities in and usage of the common property and of the section or any part thereof, with all services and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners



and occupiers of the building and in accordance with the Rules and Conduct Rules made in terms of these Rules and of the provisions of the Act.

**Failure to abide by these rules will result in a penalty of R500 per incident being debited to the owner's levy account after due written warning and opportunity of redress being given.**

**4. LETTING**

4.1 A prospective tenant must be interviewed by the Supervisor/Trustee prior to moving in. If a tenant is accepted, 48 hours notice must be given to the supervisor and the moving in fee of R50 must be paid first.

A moving fee of R50 is also payable prior to departure.

4.2 At the interview the applicant must produce:  
A copy of lease giving full names, photograph, ID or passport/residence permit.

**Should this information not be provided then the owner agrees that said occupant/s will not be allowed to move in.**

4.3 On acceptance the data of the signatories to the lease agreement will be entered into the fingerprint scanner security system which will allow access through the main entrance.

4.4 All visitors to the building must enter through the main entrance only and register by entering their details in the visitors book.

4.5 A visitor may sleep over for not more than once a week free of charge. A fee of R50 per person including children, will be charged for all other sleepovers.

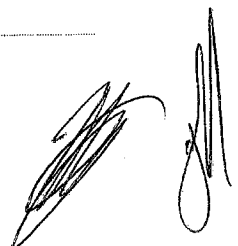
**5. BUSINESS ACTIVITIES**

5.1 No crèche or child minding operations are allowed on the premises. No take-away or any other form of business may be conducted from any flat.

**6. PETS**

6.1 No animals or reptiles (or pets including hamsters and rodents) may be kept in a section or on the common property at any time whatsoever. No animal or reptile may be brought into the building.

6.2 Small caged birds may be kept, maximum one per section, and only with the prior written permission of the Trustees who may prescribe any reasonable conditions. The Trustees may withdraw such approval in the event of any breach of any



condition prescribed in the rules, such as birds causing a disturbance to fellow residents.

6.3 No live poultry will be brought into the building.

**7. CHILDREN**

7.1 Residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or other occupiers.

7.2 No running, loitering, playing or the riding of skateboards, bicycles etc, is allowed in the passages, stairways or anywhere on the common property.

**8. DOMESTIC WORKERS**

8.1 Owners and occupiers are responsible for the behaviour of their employees and must at all times ensure that they adhere strictly to all laws, by-laws and to the Conduct Rules.

8.2 Owners and occupiers shall provide their domestic workers with the necessary toilet requirements ie newspaper must not be used in the toilets as it causes blockages which are costly to attend to.

**9. EMPLOYEES OF THE BODY CORPORATE**

9.1 The employees of the Body Corporate, at any given time, and the outsourced security staff may only take instructions from the Supervisor.

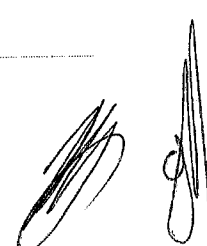
9.2 Any person found to be abusing or threatening the Body Corporate employees or security staff will face criminal prosecution.

9.3 The employees of the Body Corporate or security staff are not to undertake work of any nature for tenants and owners during the working hours.

**10. MOTOR CYCLES / BICYCLES OR OTHER VEHICLES OF ANY NATURE**

10.1 No owners or occupiers shall park or stand any vehicle of any type upon the common property, this also applies to children's tricycles.

10.2 Parking of vehicles is only permitted in the specified parking areas by the bona fide owners/renters of the specified parking areas. No tenant/owner may allow any unauthorised person to enter the parking areas and park in any area whatsoever to which they are not entitled by ownership, or by having paid the rent thereof.

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**11. LITTERING**

11.1 No person shall deposit, throw or permit to be deposited or thrown, any rubbish or litter of any nature whatsoever, onto the common property, or allow or permit anything to be thrown from balconies or windows.

11.2 Should any item fall out of a window/balcony and should it break, the pieces strewn onto the corridor/passage or any part of the common property, the responsibility lies with the owner or occupier of the flat to remove such debris from the common property. **DO NOT** ask the building employees to remove the debris.

**12. REFUSE DISPOSAL**

12.1 Each owner or occupier shall maintain in a hygienic and dry condition, a receptacle for his refuse within his /her section, but not on common property such as corridors and landings. All refuse must be placed into the bins behind the building.

12.2 Rubbish for collection should be left outside the flat between the hours of 6:00am and 8:00am. Rubbish may not be left out overnight for collection the next morning.

**THERE ARE NO COLLECTIONS ON SATURDAYS,  
SUNDAYS AND PUBLIC HOLIDAYS.**

**13. DUPLICATE KEYS**

13.1 No duplicate keys to owners sections are held by trustees/employees of the Body Corporate.

**14. PLUMBING INSIDE FLATS**

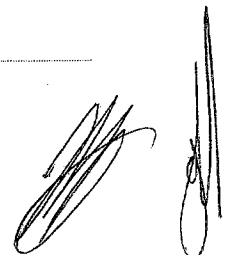
14.1 Owners must ensure that the plumbing in their flats is in a state of good repair.

14.2 Occupiers must take steps to prevent water leakage from the plumbing in their flats.

**YOU ARE LEGALLY LIABLE FOR ANY DAMAGE CAUSED  
BY WATER LEAKAGE IN YOUR FLAT, SEEPING THROUGH  
INTO ANOTHER FLAT OWNERS PROPERTY.**

14.3 If you going on holiday, please turn your water off at the main water stopcock for your flat. In the event of fire or bad water leakage, the fire brigade/a locksmith/a plumber will be called and any costs will be for the account of the owner of the section. Any occupier who unfortunately finds that they have locked themselves out, must find assistance from a locksmith.

14.4 Water is a precious commodity and must be used sparingly at all times. Do not leave taps running/dripping. Repair leaking faucets. All repairs must be undertaken within 48 hours of damage.

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14.5 Any bath/toilet overflow will be reported to the resident (should This be a tenant, it will be such occupiers responsibility to repair, or report to the section owner) at once.  
Any overflow not repaired within 7 working days of such report, will be repaired at the order of the Trustees, all expenses arising will be for the owners account including damages to other sections or common property. Should leaks be causing damage to common property or other sections then repairs have to be undertaken within 48 hours or as soon as possible depending on severity and urgency.

14.6 No common property water tap is to be used by residents.

**15. DAMAGE, ALTERATIONS OR ADDITIONS TO COMMON PROPERTY AND/OR SECTION**

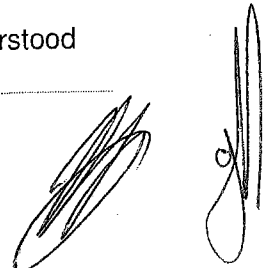
15.1 Any owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter, any part of the common property without first obtaining written consent of the Trustees. Outside the section, doors and windows are common property. Any replacement of windows/doors, facing corridors, must be discussed with the Trustees and permission in writing obtained, before proceeding with the replacement.

15.2 No building work, alterations, modifications or replacement of brickwork, electrical or plumbing installations may be carried out without the prior written approval of the Trustees, who will require a confirmation from a structural engineer that the integrity of the building is not comprised. **A clearance certificate from a registered electrical contractor will be required for all electrical alterations.**

15.3 The TV aerial cables and outlet socket boxes in each section connects to common property and must not be interfered with in any way. Problems here must be referred to the Trustees. Any expenses incurred by the owners/occupiers working on or modifying these boxes will be charged to the owners account. However, the repair of the RV box in the unit is the responsibility of the owner and must be carried out by a certified technician, appointed by the Body Corporate. The same applies to the handset for the intercom inside the flat. Cost of any damages to aforementioned equipment will be charged to owners account.

15.4 No air conditioning units may be installed, no decorations may be attached to the common property and the exterior of a flat may not be painted or otherwise treated, unless specifically authorised by the Trustees, in writing.

15.5 Boxing in of water and sewerage pipes. It must be understood



in the event of the Body Corporate plumbers requiring access to this piping to effect repairs, it is the responsibility of the owner of that section to remove the boxing and replace once repairs have been completed.

- 15.6 Should the Body Corporate plumbers be required to remove this boxing, such work and labour is at owner's risk, and will be charged to the account of the owner of the section concerned. In either case the boxing will not be replaced by the Body Corporate.
- 15.7 Notwithstanding Sub rule 11.1, any owner or person authorised by the owner may install:-
- (a) Any locking device, safety gate, burglar bars or other safety device for the protection of his section. Security gates must not obstruct passageways.
  - (b) Any screen or other device to prevent entry of animals/insects.

PROVIDED THAT, they have first obtained written approval from the Trustees, and such device be approved and conform to the colour scheme/type of other such devices in the building.

- 15.8 Trustees/Chairperson/Supervisor must be allowed access to a flat. Entry will be at a reasonable time and by arrangement to inspect damages, repairs and alterations to every section, also to check that these units are in liveable condition. All cleaning and mopping up operations necessary to clean up common property will be charged to owners account if the cause of the damage emanated from the flat.

## 16. NOISE

- 16.1 Any owner/resident who has obtained permission to do any modification/repair must let Trustees know in writing, 48 hours before commencement when such repairs will be carried out. Renovations and repairs to flats and/or other work of a noisy nature must be carried out during the following times:
- |                    |        |    |        |
|--------------------|--------|----|--------|
| Mondays to Fridays | 8:00am | to | 4:00pm |
| Saturdays          | 9:00am | to | 1:00pm |
- Under no circumstances must the aforementioned renovations and/or repairs be carried out on Sundays or Public Holidays. Contractors must be off the premises by 17h00 on weekdays and 14h00 on Saturdays.
- Plumbing and electrical repairs of an extremely URGENT nature may be excluded from his ruling. All debris must be removed off the premises at the cost of the owner. Building must be cleaned

by owner after contractor leaves. No tools/materials may be left on the common property.

16.2 Radios, TV sets, record players and musical instruments must not be played loudly enough so that they are heard in adjoining sections or on the common property at any time.  
No loud speech or laughter that can be heard from other units or on the common property is allowed. No more than 3 visitors in a unit for any one occasion for no longer than four hours on any 24 hour day. All guests must leave the building by 22h00. No drinking of alcohol and smoking on common property,  
**INCLUDING THE LIFTS.**

16.3 Quietness must be maintained between the hours of 10.00pm till 7.00am the following morning.

**17. ELECTRICITY**

17.1 At no time will anyone be allowed to use/lead off, plug into, any electricity outlet or other flat and which is part of the common property metered account. With the exception of accredited municipality staff, no other person is allowed into the meter room. Any person caught stealing Body Corporate light bulbs will be dealt with an accordance with the law and criminal charges will be laid against them with the SAP.

**18. LAUNDRY AND CLEANING ITEMS**

18.1 No laundry items may be hung in any section so as to be visible from outside the building, from the common property or from any other section.

18.2 Mops, brooms and dusters and other cleaning items may not be stored, or hung over doors and gates and common property in a manner which makes them visible to the public or other residents.

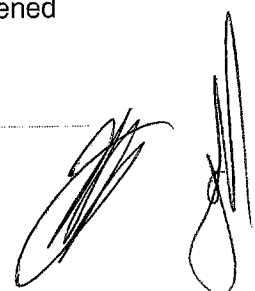
18.3 At no time whatsoever will laundry, carpets or items of whatever description be hung over the corridor walls or outside windows.

**19. SATELLITE DISHES**

No satellite dishes may be installed. Use must be made of the communal satellite dish which is installed on the complex roof

**20. BODY CORPORATE PROPERTY**

Any and all damage of security gates, doors and other Body Corporate property, i.e intercom and other security measures viz. cabling, cameras, monitors or any part of the security system, will be regarded as a severe offence. All costs for repairing such damage will be for the unit owner's account. In every incident a police docket will be opened and charges laid.

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**21. HAZARDOUS SUBSTANCES**

No occupant may keep in the unit or elsewhere on the property, any materials of a dangerous, inflammable or explosive nature, the keeping of which contravenes any statute or local regulation or by-laws or constitutes a nuisance to occupants of other units of the building or renders subject to any penalty effected by the Trustees or which may increase the rate of the premium payable by Body Corporate of any insurance policy. No primus stoves, gas appliances or paraffin lamps may be used.

**22. INSURANCE**

22.1 The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any particular unit, which shall at all times be the sole responsibility of the owner in question.

22.2 An owner shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the Body Corporate on any insurance policy or which may tend to violate any such insurance policy.

22.3 An owner shall not store or harbour upon the common property or part thereof or in his unit any goods which may violate any fire insurance policy held by the Body Corporate or increase the premium payable in respect of such policy.

**23. TRADING HOURS OF THE SHOP**

From 1 November 2015, the trading hours of the shop will be 8.00AM to 5.00PM on weekdays and Saturdays. Trading is not permitted on public holidays and Sundays.

Outside of trading hours, the owner of the unit is to ensure that doors are closed, locked and the lights switched off.

Failure by the owner to comply with this rule, or ensure that his tenant complies with this rule in respect of trading hours, will result in a fine of R500 (increasing with CPI) per incident, being debited to the owner's levy account. The Trustees may fine the owner of the unit a total sum of not exceeding R25000 per month per unit (increasing with CPI).

Owners of non-residential units will be required to submit an application to the Trustees of the Body Corporate for prospective tenants for these units, which will be approved or declined at the Trustees sole discretion.

