

ANNEXURE
CONDUCT RULES
BODY CORPORATE OF RAYLEIGH
SCHEME NO: 20/1996
SUBSTITUTED IN TERMS OF
Section 35(2) (b) of the Sectional Titles Act, 1986

1. ANIMALS, REPTILES AND BIRDS

- 1.1 An owner or occupier of a unit shall not, without the written consent of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a unit or on the common property.
- 1.2 When granting such approval, the trustees may prescribe any reasonable conditions.
- 1.3 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub rule (1.2).
- 1.4 In the event of approval being withdrawn in terms of rule (1.3) the trustees shall have the right to require any such animal, reptile or bird to be removed from the building.
- 1.5 In no event shall animals be permitted in any public portions of the building or any other common property.

2. REFUSE DISPOSAL

An owner or occupier of a section shall:

- 2.1 Maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorized by the trustees in writing.
- 2.2 Provide a strong black plastic bag for the transfer of refuse from their section to the refuse area. Such bags are to be placed in the mobile refuse containers stored in the refuse area.
- 2.3 No cardboard containers, cartons, polystyrene or builders rubble shall be placed in the refuse area, but disposed of by taking them to a recognized dumping area
- 2.4 Domestic servants are also to adhere to these rules with proper diligence.

3. VEHICLES

- 3.1 No owner or occupier shall park or stand any vehicle upon common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.

- 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 without the trustees consent.
- 3.3 Owners and occupiers of sections shall ensure that their vehicles and those of their guests, does not drip oil or brake fluid on the common property or in any way deface the common property. Damage to any part of common property will be repaired and charged to offending residents if necessary.
- 3.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any vehicle on any portion of the common property, an exclusive use area or section.
- 3.5 Save for the purpose of gaining access to garages or parking bays, motorcycles, caravans and trailers may not be ridden or left on any portion of the common property or in any portion of a section where they are visible to the public, and no sleeping shall be allowed in any caravan or other vehicle on any portion of the common property, garage or carport.
- 3.6 No skateboards, roller skates and bicycles shall be permitted on the common property.
- 3.7 Residents will not be permitted to allow more than guest's vehicles into the complex.
- 3.8 No washing of vehicles allowed.

4. DAMAGE, ALTERATION OR ADDITIONS TO THE COMMON PROPERTY

- 4.1 An owner or occupier of a section shall not mark, paint, drive nails or screws into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.
- 4.2 Notwithstanding sub-rule (1), an owner or person authorized by him, may install:
 - Locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - 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 the manner of its installation.
- 4.3 Heavy articles of whatever kind of sort, furniture and luggage shall only be carried across the common property and not dragged across the surface thereof.
- 4.4 An owner may make alterations to the interior of his section, but no structural alterations, No alterations to the water piping, electrical wiring, conduits or plumbing may be affected without the prior written consent of the trustees and then the subject to such conditions as the trustees may impose.
- 4.5 Repairs and 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 by laws of the relevant local authority.

5. APPEARENCE 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, steps 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 air-conditioning unit shall be installed without the prior written consent of the trustees and where applicable, the local authority.
- 5.3 Owners shall be required to keep their air-conditioning units in a state of good repair to the satisfaction of the trustees. Any repairs required at the insistence of the trustees shall be carried out at the expense of the owner who shall have no claim for compensation there for whatsoever.

6. SIGNS AND NOTICES

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 first having obtained the trustees consent in writing.

7. LITTERING

- 7.1 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.
- 7.2 Unwanted post must not be discarded in any untidy manner around the post box area.

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 the building or the common property so as to be visible from outside the buildings or from any other sections. Designed areas are to be used for the drying of laundry. No washing of carpets on common property will be allowed.

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not store any material, or do or permit 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 provisions to the contrary contained in any lease or any grant of rights of occupancy.

- 10.2 Tenants may not take up occupancy without first obtaining authorization from the trustees. Consent may not be unreasonably withheld.
- 10.3 An owner may let or part with occupation provided that in so doing the owner is not released from any of his obligations to the body corporate hereunder or in terms of the rules, or the Act.
- 10.4 When units are to be vacated, reoccupied or sold, owners must notify the trustees or an authorized representative of the body corporate (e.g. managing agents)

11. ERADICATION OF PESTS

All owners shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees or the managing agents to enter his section from time to time for the purpose of inspecting the section and taking such actions as may be reasonably necessary to eradicate 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. NUISANCE

12.1 An owner shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of the common property or 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 owner or occupier of the building. In particular, the playing of electronic music instrument and general party noises is controlled.

12.2 Motor hooters may not be used on the common property.

12.3 Children are not allowed to play on the common property.

13. VENDORS/DOMESTIC SERVANTS

In order to maintain security in the complex, vendors or undesirable visitors will not be permitted beyond the foyer.

14. USE

14.1 Unless the purpose for which section is intended to be used is shown expressly or by necessary implication on or by the registered sectional plan to be for business purposes, an owner shall use or permit his section to be used only for residential purpose.

14.2 All owners and occupiers of sections shall ensure that their respective activities, and those of their guests, in, and uses of, the common property and of a section or any part thereof, with all services, facilities and amenities available on the common property, shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupiers of the complex, and in accordance with the rules and provisions of the Act.

14.3 An owner shall not store or leave or allow to be stored or leave any article or thing in any part of the common property except with the written consent of the trustees first having been obtained.

14.4 Unless otherwise authorized in writing by the trustees, the maximum number of persons who may reside in or occupy a section shall be (3) Three in a one and a half bedroom and three in a one bedroom unit.

14.5 Owners and occupiers are responsible for the behavior of their employees and must at all times ensure that they adhere strictly to the rules of the body corporate.

14.6 Owners of overcrowded units to be charged a sum charge of R200 per month for water usage.

15. LOSS AND DAMAGE

The body corporate will not be responsible for any loss or damage suffered by an owner caused by the body corporate or by any employee or agent of the body corporate from any cause whatsoever, and it shall be the responsibility of an owner to effect his own insurances in respect of the contents of his unit or his property on any part of the common property.

16. OWNERS DEFAULT

16.1 If an owner (whether by himself or by his lessee, invitee, guest or employee) commits a breach of any of these rules and fails to remedy such breach immediately, or within a period of seven days after the giving of written notice to remedy such breach by the trustees or by the managing agents, if so authorized by the trustees, the body corporate shall be entitled to take such action as may be available to it by law.

16.2 If an owner fails to repair or maintain his section in a state of good repair as required by Sect 44 (1) b or of Act or fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment and such failure persists for fourteen days

after the giving of written notice to repair or maintain, given by the trustees or the managing agent, the body corporate shall remedy the owner's failure and recover the cost of so doing from such owner.

END OF CONDUCT RULES